



**SPECIAL MEETING OF THE FOWLER CITY COUNCIL
AGENDA
TUESDAY, FEBRUARY 7, 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. 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/87835436603?pwd=QXo5WUV6Sjl3SEJBdnk1TWRYeHhHUT09>

Telephone Number: (253) 215-8782

Meeting ID: 878 3543 6603

Passcode: 063797

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

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

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

1. Meeting Called to Order
2. Roll Call
3. Invocation by Pastor Raul Moreno of Fowler Baptist Church
4. Pledge of Allegiance
5. Ceremonial Presentation
 - 5-A. Employee of the Quarter – Nancy Mares
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 February 7, 2023

- 7-B. APPROVE Minutes of the January 17, 2023 Special City Council Meeting
- 7-C. APPROVE Resolution No. 2622, 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. ACCEPT Credit Card Usage Report for July 1 through December 31, 2022 (Finance)
- 7-E. APPROVE Resolution No. 2623 Authorizing Submittal of a Grant Application to the Fresno Council of Governments (COG) for Measure C Transit Oriented Development (TOD) Funds (Planning)
- 7-F. APPROVE attendance of Planning Commissioners Adriana Prado and Cesar Rodriguez at the League of California Cities' Planning Commissioners Academy (March 29-31, 2023, Garden Grove, CA) (Planning)
- 7-G. APPROVE revised City sponsored event calendar to add Boy Scout Flag Retirement Ceremony (Public Works/Recreation)
- 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. Finance
 - i. Actions pertaining to the fiscal year 2022-23 mid-year budget report and budget amendments:
 - 1. ACCEPT the fiscal year 2022-23 mid-year budget report
 - 2. ADOPT Resolution No. 2624 approving fiscal year 2022-23 proposed budget amendments
 - 9-B. Planning
 - i. WORKSHOP on Downtown Streetscape Conceptual Plan
 - ii. Actions pertaining to proposed Rezone No. 22-0010, an ordinance to adopt an amended zoning map of 113 South 9th Street (APN: 343-162-12) from the C-2 (Community Commercial) zone district to the RM-2-A (Multi-Family Residential – 3,500 square foot lot area) zone district, and the adoption of a finding that the zoning amendment is consistent with the City's General Plan (CEQA Guidelines § 15183)
 - 1. ADOPT a Consistency Finding pursuant to California Environmental Quality Act (CEQA) Guidelines Section 15183; and
 - 2. INTRODUCTION of Ordinance No. 2023-01, amending the zoning map of 113 South 9th Street (APN: 343-162-12) from the C-2

(Community Commercial) zone district to the RM-2-A (Multi-Family Residential – 3,500 square foot lot area) zone district

- iii. Actions pertaining to Conditional Use Permit No. 19-02 for a request to construct a 34-room, two-story hotel and a 2,150-square foot residence, at 312 West Tuolumne Street (APN: 343-110-13)
 - 1. ADOPT a categorical exemption pursuant to the California Environmental Quality Act (CEQA) Guidelines Section 15332
 - 2. APPROVE Resolution No. 2625, reversing the Planning Commission's decision and approving Conditional Use Permit No. 19-02
- iv. Actions pertaining to annual State-mandated fire safety inspections for certain occupancies
 - 1. APPROVE an agreement with Fire Safety Solutions, Inc. for fire safety inspection services on a time and materials basis in an amount not to exceed \$49,000
 - 2. APPROVE Resolution No. 2626 approving updated fire safety inspection fees

9-C. Police

- i. Actions pertaining to replacement of the Fowler Police Department service weapon from the .40 caliber Glock 22 to the 9mm Sig Sauer P320

The purchase of the Sig Sauer P320 service weapons would include the following:

- 1. AUTHORIZE the Chief of Police to enter into an agreement with ProForce Law Enforcement for the purchase of fifteen (15) Sig Sauer P320 9mm service weapons with SureFire X300 weapon lights and holsters for \$17,592.51; the purchase of 12,000 rounds of 9mm target ammunition and the purchase of 1,200 rounds of 9mm duty ammunition: \$2,722.84
- 2. AUTHORIZE the City Manager, on behalf of the City of Fowler, to execute purchase agreements with officers purchasing their existing Glock 22 service weapons and with ProForce Law Enforcement for the remaining Glock 22 service weapons

10. City Manager

10-A. Fire Engine Workshop

11. Staff Communications (City Manager)

11-A. Quarterly update from Fresno County Fire Protection District

12. Councilmember Reports and Comments

13. Closed Session

13-A. Government Code Section 54956.9 (d)(4)

Conference with Legal Counsel – Anticipated Litigation
Deciding whether to initiate litigation
One potential case

13-B. Government Code Section 54956.9(d)(4)

Conference with Legal Counsel – Anticipated Litigation
Deciding whether to initiate litigation
One potential case

14. Adjourn

Next Ordinance No. 2023-02

Next Resolution No. 2627

CERTIFICATION: I, Angela Vasquez, Deputy City Clerk of the City of Fowler, California, hereby certify that the foregoing agenda was posted for public review on Friday, February 3, 2023.

Angela Vasquez

*Angela Vasquez
Deputy City Clerk*

CITY OF FOWLER
WARRANTS LIST
February 7, 2023

| <u>ACCOUNTS PAYABLE CHECKS</u> | <u>CHECK NUMBERS</u> | <u>CHECK DATES</u> | <u>AMOUNT</u> |
|-----------------------------------|----------------------|----------------------------|-----------------------------|
| Regular checks | 40744-40787 | January 18 thru January 24 | \$ 190,575.08 |
| TOTAL ACCOUNTS PAYABLE CHECKS | | | <u>\$ 190,575.08</u> |
| <u>PAYROLL COSTS</u> | | | |
| Second January Bi-Monthly Payroll | | January 31, 2023 | \$ 105,565.12 |
| TOTAL PAYROLL COSTS | | | <u>\$ 105,565.12</u> |
| TOTAL CASH DISBURSEMENTS | | | <u><u>\$ 296,140.20</u></u> |

SUPERION
DATE: 01/30/2023
TIME: 12:42:55

CITY OF FOWLER
CHECK REGISTER - DISBURSEMENT FUND

PAGE NUMBER: 1
ACCTPA21

SELECTION CRITERIA: transact.check_no between '40744' and '40787'
ACCOUNTING PERIOD: 7/23

FUND - 100 - GENERAL FUND

| CASH ACCT | CHECK NO | ISSUE DT | VENDOR | NAME | DEPT | -----DESCRIPTION----- | SALES TAX | AMOUNT |
|-------------|----------|----------|--------|--------------------------|------|-----------------------|-----------|-----------|
| 1001 | 40744 | 01/18/23 | 10995 | ADT SECURITY SERVICES | 6700 | SECURITY SYSTEM | 0.00 | 179.93 |
| 1001 | 40745 | 01/18/23 | 14519 | AMAZON CAPITAL SERVICES | 6260 | PICKLEBALL SET | 0.00 | 854.15 |
| 1001 | 40746 | 01/18/23 | 12489 | BATTERY SYSTEMS INC | 6260 | BATTERY - PARKS | 0.00 | 163.61 |
| 1001 | 40747 | 01/18/23 | 10024 | BSK ASSOCIATES | 5000 | WATER TEST | 0.00 | 70.00 |
| 1001 | 40748 | 01/18/23 | 10104 | FPOA | 100 | EMP DED 1/15/23 | 0.00 | 225.00 |
| 1001 | 40749 | 01/18/23 | 14238 | INFOSEND, INC | 5000 | UB PRINTING 12/31/22 | 0.00 | 170.51 |
| 1001 | 40749 | 01/18/23 | 14238 | INFOSEND, INC | 5000 | UB BILLING 12/31/22 | 0.00 | 273.17 |
| 1001 | 40749 | 01/18/23 | 14238 | INFOSEND, INC | 5000 | INSERT WTR QTR42022 | 0.00 | 336.11 |
| 1001 | 40749 | 01/18/23 | 14238 | INFOSEND, INC | 5000 | UB POSTAGE 12/31/22 | 0.00 | 1,004.76 |
| TOTAL CHECK | | | | | | | 0.00 | 1,784.55 |
| 1001 | 40750 | 01/18/23 | 10194 | LOZANO SMITH | 6060 | LEGAL SERVICES DEC22 | 0.00 | 44.00 |
| 1001 | 40750 | 01/18/23 | 10194 | LOZANO SMITH | 6060 | LEGAL SERVICES DEC22 | 0.00 | 66.00 |
| 1001 | 40750 | 01/18/23 | 10194 | LOZANO SMITH | 6060 | LEGAL SERVICES DEC22 | 0.00 | 700.00 |
| 1001 | 40750 | 01/18/23 | 10194 | LOZANO SMITH | 6060 | LEGAL SERVICES DEC22 | 0.00 | 924.00 |
| 1001 | 40750 | 01/18/23 | 10194 | LOZANO SMITH | 6060 | LEGAL SERVICES DEC22 | 0.00 | 1,056.00 |
| 1001 | 40750 | 01/18/23 | 10194 | LOZANO SMITH | 6060 | LEGAL SERVICES DEC22 | 0.00 | 1,100.00 |
| 1001 | 40750 | 01/18/23 | 10194 | LOZANO SMITH | 6060 | LEGAL SERVICES DEC22 | 0.00 | 2,709.00 |
| 1001 | 40750 | 01/18/23 | 10194 | LOZANO SMITH | 6060 | LEGAL SERVICE DEC22 | 0.00 | 5,414.80 |
| TOTAL CHECK | | | | | | | 0.00 | 12,013.80 |
| 1001 | 40751 | 01/18/23 | 14314 | PERSONAL CONCEPTS | 5000 | COMPLIANCE POSTER23 | 0.00 | 71.59 |
| 1001 | 40751 | 01/18/23 | 14314 | PERSONAL CONCEPTS | 6025 | COMPLIANCE POSTER23 | 0.00 | 71.59 |
| 1001 | 40751 | 01/18/23 | 14314 | PERSONAL CONCEPTS | 6700 | COMPLIANCE POSTER23 | 0.00 | 71.59 |
| 1001 | 40751 | 01/18/23 | 14314 | PERSONAL CONCEPTS | 6150 | COMPLIANCE POSTER23 | 0.00 | 71.59 |
| 1001 | 40751 | 01/18/23 | 14314 | PERSONAL CONCEPTS | 6120 | COMPLIANCE POSTER23 | 0.00 | 71.60 |
| TOTAL CHECK | | | | | | | 0.00 | 357.96 |
| 1001 | 40752 | 01/18/23 | 12060 | PETERS ENGINEERING GROUP | 6130 | FIRE STATION REMODEL | 0.00 | 120.00 |
| 1001 | 40752 | 01/18/23 | 12060 | PETERS ENGINEERING GROUP | 6150 | GLDN ST REVIEW | 0.00 | 225.80 |
| 1001 | 40752 | 01/18/23 | 12060 | PETERS ENGINEERING GROUP | 6150 | MARSHALL II TTM | 0.00 | 360.00 |
| 1001 | 40752 | 01/18/23 | 12060 | PETERS ENGINEERING GROUP | 6150 | SPR 22-42 | 0.00 | 360.00 |
| 1001 | 40752 | 01/18/23 | 12060 | PETERS ENGINEERING GROUP | 6150 | SPR 2852 S TEMPERANCE | 0.00 | 360.00 |
| 1001 | 40752 | 01/18/23 | 12060 | PETERS ENGINEERING GROUP | 6150 | SPR 21-22 | 0.00 | 495.00 |
| 1001 | 40752 | 01/18/23 | 12060 | PETERS ENGINEERING GROUP | 6150 | BUFORD TRUCK STOP | 0.00 | 495.00 |
| 1001 | 40752 | 01/18/23 | 12060 | PETERS ENGINEERING GROUP | 6150 | PLANNING APPLICATION | 0.00 | 540.00 |
| 1001 | 40752 | 01/18/23 | 12060 | PETERS ENGINEERING GROUP | 2300 | TTM 5952 PLANCHECK | 0.00 | 597.60 |
| 1001 | 40752 | 01/18/23 | 12060 | PETERS ENGINEERING GROUP | 6150 | SPR21-03 UHC | 0.00 | 811.28 |
| 1001 | 40752 | 01/18/23 | 12060 | PETERS ENGINEERING GROUP | 2300 | TRACT 6405 FINAL MAP | 0.00 | 1,080.00 |
| 1001 | 40752 | 01/18/23 | 12060 | PETERS ENGINEERING GROUP | 6150 | SPR22-17 415 FRESNO | 0.00 | 1,320.00 |
| 1001 | 40752 | 01/18/23 | 12060 | PETERS ENGINEERING GROUP | 6150 | CITY ENGINEER SERV | 0.00 | 1,500.00 |
| 1001 | 40752 | 01/18/23 | 12060 | PETERS ENGINEERING GROUP | 6150 | TUOL/8TH ALL WAY STOP | 0.00 | 1,512.50 |
| 1001 | 40752 | 01/18/23 | 12060 | PETERS ENGINEERING GROUP | 6150 | TRACT 6274 CONSTRUCT | 0.00 | 2,220.00 |
| 1001 | 40752 | 01/18/23 | 12060 | PETERS ENGINEERING GROUP | 6150 | ENCROACHMENT PERMIT | 0.00 | 2,386.00 |
| 1001 | 40752 | 01/18/23 | 12060 | PETERS ENGINEERING GROUP | 2030 | 21-22 STREETS CONSTRU | 0.00 | 4,722.40 |
| 1001 | 40752 | 01/18/23 | 12060 | PETERS ENGINEERING GROUP | 6150 | TRACT 6381 PLAN REVIE | 0.00 | 6,008.75 |
| 1001 | 40752 | 01/18/23 | 12060 | PETERS ENGINEERING GROUP | 2300 | TTM5952 INSPEC | 0.00 | 8,217.64 |

SUPERION
DATE: 01/30/2023
TIME: 12:42:55

CITY OF FOWLER
CHECK REGISTER - DISBURSEMENT FUND

PAGE NUMBER: 2
ACCTPA21

SELECTION CRITERIA: transact.check_no between '40744' and '40787'
ACCOUNTING PERIOD: 7/23

| FUND - 100 - GENERAL FUND | | | | | | | | | |
|---------------------------|----------|----------|--------|--------------------------|------|-----------------------|-----------|-----------|--|
| CASH ACCT | CHECK NO | ISSUE DT | VENDOR | NAME | DEPT | -----DESCRIPTION----- | SALES TAX | AMOUNT | |
| 1001 | 40752 | 01/18/23 | 12060 | PETERS ENGINEERING GROUP | 6150 | MISC ENG SERVICE | 0.00 | 21,075.82 | |
| TOTAL | CHECK | | | | | | 0.00 | 54,407.79 | |
| 1001 | 40753 | 01/18/23 | 14516 | SANDHU, GURJEET | 500 | UB REFUND 10/21 | 0.00 | 85.91 | |
| 1001 | 40754 | 01/18/23 | 14792 | TAP MASTERS, INC | 5000 | COLD WATER LINE | 0.00 | 14,894.00 | |
| 1001 | 40755 | 01/18/23 | 13543 | UNIFIRST CORPORATION | 6700 | JANITORIAL SNCTR | 0.00 | 59.72 | |
| 1001 | 40759 | 01/24/23 | 14768 | ALVES ELECTRIC | 6020 | ELECT REPAIR ADMIN | 0.00 | 375.00 | |
| 1001 | 40759 | 01/24/23 | 14768 | ALVES ELECTRIC | 6120 | ELECT REPAIR PD | 0.00 | 375.00 | |
| TOTAL | CHECK | | | | | | 0.00 | 750.00 | |
| 1001 | 40760 | 01/24/23 | 14519 | AMAZON CAPITAL SERVICES | 6025 | SUPPLIES CTY CLRK | 0.00 | 12.52 | |
| 1001 | 40761 | 01/24/23 | 14795 | AUTOMATED ACCESS | 6200 | GATE MAINT PW YARD | 0.00 | 125.00 | |
| 1001 | 40761 | 01/24/23 | 14795 | AUTOMATED ACCESS | 6200 | GATE MAINT PW YARD | 0.00 | 541.80 | |
| TOTAL | CHECK | | | | | | 0.00 | 666.80 | |
| 1001 | 40762 | 01/24/23 | 14330 | B&P PEST PROS | 6020 | PEST CONTROL 1/23/23 | 0.00 | 90.00 | |
| 1001 | 40762 | 01/24/23 | 14330 | B&P PEST PROS | 6130 | PEST CONTROL 1/23/23 | 0.00 | 95.00 | |
| 1001 | 40762 | 01/24/23 | 14330 | B&P PEST PROS | 6700 | PEST CONTROL 1/23/23 | 0.00 | 95.00 | |
| TOTAL | CHECK | | | | | | 0.00 | 280.00 | |
| 1001 | 40763 | 01/24/23 | 12489 | BATTERY SYSTEMS INC | 6260 | BATTER PARKS | 0.00 | 115.43 | |
| 1001 | 40764 | 01/24/23 | 14354 | BOOT BARN, INC. | 6260 | BOOTS-PRADO | 0.00 | 144.26 | |
| 1001 | 40764 | 01/24/23 | 14354 | BOOT BARN, INC. | 6260 | BOOTS ARREDONDO | 0.00 | 150.00 | |
| 1001 | 40764 | 01/24/23 | 14354 | BOOT BARN, INC. | 6260 | BOOTS-HAMMON | 0.00 | 150.00 | |
| TOTAL | CHECK | | | | | | 0.00 | 444.26 | |
| 1001 | 40765 | 01/24/23 | 10024 | BSK ASSOCIATES | 5000 | WATER TEST | 0.00 | 64.00 | |
| 1001 | 40766 | 01/24/23 | 10506 | CALMAT CO DBA VULCAN MAT | 6200 | ASPHALT REPAIR | 0.00 | 449.18 | |
| 1001 | 40767 | 01/24/23 | 10069 | COUNCIL OF FRESNO COUNTY | 7100 | HOUSING ELEMENT | 0.00 | 1,408.05 | |
| 1001 | 40767 | 01/24/23 | 10069 | COUNCIL OF FRESNO COUNTY | 7100 | HOUSING ELEMENT | 0.00 | 3,463.12 | |
| TOTAL | CHECK | | | | | | 0.00 | 4,871.17 | |
| 1001 | 40768 | 01/24/23 | 14512 | CSG CONSULTANTS | 6160 | PLAN CHECK | 0.00 | 893.96 | |
| 1001 | 40769 | 01/24/23 | 14634 | DEWBERRY ARCHITECTS INC | 7200 | PD SENIOR CTR DESIGN | 0.00 | 9,478.75 | |
| 1001 | 40770 | 01/24/23 | 14122 | DTA | 5000 | DEC WATER STUDY RATE | 0.00 | 5,420.38 | |
| 1001 | 40771 | 01/24/23 | 13826 | ECS IMAGING INC | 6020 | LASERFICHE RENEWAL 23 | 0.00 | 648.50 | |
| 1001 | 40771 | 01/24/23 | 13826 | ECS IMAGING INC | 6025 | LASERFICHE RENEWAL 23 | 0.00 | 648.50 | |
| 1001 | 40771 | 01/24/23 | 13826 | ECS IMAGING INC | 5000 | LASERFICHE RENEWAL 23 | 0.00 | 648.50 | |
| 1001 | 40771 | 01/24/23 | 13826 | ECS IMAGING INC | 6150 | LASERFICHE RENEWAL 23 | 0.00 | 648.50 | |
| TOTAL | CHECK | | | | | | 0.00 | 2,594.00 | |
| 1001 | 40772 | 01/24/23 | 11018 | HOME DEPOT CREDIT SERVIC | 6260 | CONCRETE PARKS | 0.00 | 29.11 | |

SUPERION
DATE: 01/30/2023
TIME: 12:42:55

CITY OF FOWLER
CHECK REGISTER - DISBURSEMENT FUND

PAGE NUMBER: 3
ACCTPA21

SELECTION CRITERIA: transact.check_no between '40744' and '40787'
ACCOUNTING PERIOD: 7/23

FUND - 100 - GENERAL FUND

| CASH ACCT | CHECK NO | ISSUE DT | VENDOR | NAME | DEPT | -----DESCRIPTION----- | SALES TAX | AMOUNT |
|-------------|----------|----------|--------|--------------------------|------|------------------------|-----------|----------|
| 1001 | 40772 | 01/24/23 | 11018 | HOME DEPOT CREDIT SERVIC | 6260 | TAPE MEASURE PARKS | 0.00 | 50.08 |
| 1001 | 40772 | 01/24/23 | 11018 | HOME DEPOT CREDIT SERVIC | 6030 | PAINT - FINANCE | 0.00 | 118.27 |
| 1001 | 40772 | 01/24/23 | 11018 | HOME DEPOT CREDIT SERVIC | 6200 | STREET SUPPLIES | 0.00 | 215.87 |
| 1001 | 40772 | 01/24/23 | 11018 | HOME DEPOT CREDIT SERVIC | 6260 | HAND TRUCKS PARKS | 0.00 | 375.11 |
| TOTAL CHECK | | | | | | | 0.00 | 788.44 |
| 1001 | 40773 | 01/24/23 | 10237 | P G & E - SACRAMENTO | 6200 | 5TH/FRESNO 12/30/22 | 0.00 | 2.34 |
| 1001 | 40773 | 01/24/23 | 10237 | P G & E - SACRAMENTO | 6200 | 5TH/FRESNO 12/30/22 | 0.00 | 7.84 |
| 1001 | 40773 | 01/24/23 | 10237 | P G & E - SACRAMENTO | 6200 | 1291 W. SOUTH 12/30/22 | 0.00 | 9.53 |
| 1001 | 40773 | 01/24/23 | 10237 | P G & E - SACRAMENTO | 6200 | MERCED/6TH 12/30/22 | 0.00 | 9.53 |
| 1001 | 40773 | 01/24/23 | 10237 | P G & E - SACRAMENTO | 6200 | 127 S. 6TH 12/30/22 | 0.00 | 9.53 |
| 1001 | 40773 | 01/24/23 | 10237 | P G & E - SACRAMENTO | 6200 | WALTER/FRES 1/13/23 | 0.00 | 13.08 |
| 1001 | 40773 | 01/24/23 | 10237 | P G & E - SACRAMENTO | 6200 | MERCED/7TH 12/30/22 | 0.00 | 16.40 |
| 1001 | 40773 | 01/24/23 | 10237 | P G & E - SACRAMENTO | 6200 | 7TH/TULARE 12/30/22 | 0.00 | 37.01 |
| 1001 | 40773 | 01/24/23 | 10237 | P G & E - SACRAMENTO | 5000 | ADAMS/5TH 12/30/22 | 0.00 | 43.09 |
| 1001 | 40773 | 01/24/23 | 10237 | P G & E - SACRAMENTO | 6200 | TRACT 5834 1/13/23 | 0.00 | 45.83 |
| 1001 | 40773 | 01/24/23 | 10237 | P G & E - SACRAMENTO | 6200 | 95 E. ADAMS 12/30/22 | 0.00 | 53.35 |
| 1001 | 40773 | 01/24/23 | 10237 | P G & E - SACRAMENTO | 6200 | 4218 GLDSTAT 12/30/22 | 0.00 | 65.63 |
| 1001 | 40773 | 01/24/23 | 10237 | P G & E - SACRAMENTO | 6200 | 2831 E MANN 12/30/22 | 0.00 | 69.80 |
| 1001 | 40773 | 01/24/23 | 10237 | P G & E - SACRAMENTO | 6200 | GOLDNST B 12/30/22 | 0.00 | 80.60 |
| 1001 | 40773 | 01/24/23 | 10237 | P G & E - SACRAMENTO | 6200 | TRACT 5212 1/13/23 | 0.00 | 96.14 |
| 1001 | 40773 | 01/24/23 | 10237 | P G & E - SACRAMENTO | 6700 | 420 E MERCED 12/30/22 | 0.00 | 116.64 |
| 1001 | 40773 | 01/24/23 | 10237 | P G & E - SACRAMENTO | 6200 | T5088 1/13/23 | 0.00 | 150.05 |
| 1001 | 40773 | 01/24/23 | 10237 | P G & E - SACRAMENTO | 6200 | TRACT 5198 1/13/23 | 0.00 | 156.84 |
| 1001 | 40773 | 01/24/23 | 10237 | P G & E - SACRAMENTO | 6200 | 420 E MERCED 12/30/22 | 0.00 | 205.99 |
| 1001 | 40773 | 01/24/23 | 10237 | P G & E - SACRAMENTO | 5000 | TEM/GOLDN 12/30/22 | 0.00 | 221.03 |
| 1001 | 40773 | 01/24/23 | 10237 | P G & E - SACRAMENTO | 6260 | 9TH/MERCED 12/30/22 | 0.00 | 222.89 |
| 1001 | 40773 | 01/24/23 | 10237 | P G & E - SACRAMENTO | 6260 | 500 E MERCED 12/30/22 | 0.00 | 261.89 |
| 1001 | 40773 | 01/24/23 | 10237 | P G & E - SACRAMENTO | 6200 | 212 E MERCED 12/30/22 | 0.00 | 360.28 |
| 1001 | 40773 | 01/24/23 | 10237 | P G & E - SACRAMENTO | 6080 | | 0.00 | 361.06 |
| 1001 | 40773 | 01/24/23 | 10237 | P G & E - SACRAMENTO | 6200 | 5TH/FRESNO 12/30/22 | 0.00 | 621.87 |
| 1001 | 40773 | 01/24/23 | 10237 | P G & E - SACRAMENTO | 6080 | 128 S. 5TH 12/30/22 | 0.00 | 656.65 |
| 1001 | 40773 | 01/24/23 | 10237 | P G & E - SACRAMENTO | 6700 | 420 E MERCED 12/30/22 | 0.00 | 665.74 |
| 1001 | 40773 | 01/24/23 | 10237 | P G & E - SACRAMENTO | 6260 | 500 E MERCED 12/30/22 | 0.00 | 941.28 |
| 1001 | 40773 | 01/24/23 | 10237 | P G & E - SACRAMENTO | 6080 | MAIN5TH 12/30/22 | 0.00 | 1,024.58 |
| 1001 | 40773 | 01/24/23 | 10237 | P G & E - SACRAMENTO | 5000 | SESWNW231521 12/30/22 | 0.00 | 2,061.52 |
| TOTAL CHECK | | | | | | | 0.00 | 8,588.01 |
| 1001 | 40774 | 01/24/23 | 11071 | PAPE MACHINERY ACCT 4437 | 6200 | STREET SUPPLIES | 0.00 | 272.61 |
| 1001 | 40775 | 01/24/23 | 12060 | PETERS ENGINEERING GROUP | 6150 | TRACT 6188 CONSTRUCT | 0.00 | 2,781.88 |
| 1001 | 40776 | 01/24/23 | 11880 | RJ BERRY JR INC | 500 | HYDRANT METER REFUND | 0.00 | 1,975.76 |
| 1001 | 40777 | 01/24/23 | 10518 | SIGNMAX! | 6200 | TRAFFIC SIGNS | 0.00 | 1,774.78 |
| 1001 | 40778 | 01/24/23 | 13543 | UNIFIRST CORPORATION | 6700 | JANITORIAL SNR CTR | 0.00 | 53.81 |
| 1001 | 40778 | 01/24/23 | 13543 | UNIFIRST CORPORATION | 6200 | MATS/MOPS ADMIN | 0.00 | 67.45 |
| 1001 | 40778 | 01/24/23 | 13543 | UNIFIRST CORPORATION | 6200 | UNIFORMS PW | 0.00 | 79.66 |
| 1001 | 40778 | 01/24/23 | 13543 | UNIFIRST CORPORATION | 5000 | UNIFORMS WTR | 0.00 | 79.66 |
| 1001 | 40778 | 01/24/23 | 13543 | UNIFIRST CORPORATION | 5000 | UNIFORMS WTR | 0.00 | 80.03 |
| 1001 | 40778 | 01/24/23 | 13543 | UNIFIRST CORPORATION | 6200 | UNIFORMS PW | 0.00 | 80.04 |

SUPERION
DATE: 01/30/2023
TIME: 12:42:55

CITY OF FOWLER
CHECK REGISTER - DISBURSEMENT FUND

PAGE NUMBER: 4
ACCTPA21

SELECTION CRITERIA: transact.check_no between '40744' and '40787'
ACCOUNTING PERIOD: 7/23

FUND - 100 - GENERAL FUND

| CASH ACCT | CHECK NO | ISSUE DT | VENDOR | NAME | DEPT | -----DESCRIPTION----- | SALES TAX | AMOUNT |
|--------------------|----------|----------|--------|--------------------------|------|-----------------------|-----------|------------|
| 1001 | 40778 | 01/24/23 | 13543 | UNIFIRST CORPORATION | 6200 | UNIFORMS PW | 0.00 | 86.61 |
| 1001 | 40778 | 01/24/23 | 13543 | UNIFIRST CORPORATION | 5000 | UNIFORMS WTR | 0.00 | 86.61 |
| TOTAL CHECK | | | | | | | 0.00 | 613.87 |
| 1001 | 40779 | 01/24/23 | 11073 | UNITED RENTALS | 5000 | HYDRANT REPAIR | 0.00 | 746.16 |
| 1001 | 40780 | 01/24/23 | 14290 | XEROX FINANCIAL SERVICES | 6200 | LEASE 12/25-1/24 | 0.00 | 120.03 |
| 1001 | 40780 | 01/24/23 | 14290 | XEROX FINANCIAL SERVICES | 6150 | LEASE 12/25-1/24 | 0.00 | 120.03 |
| 1001 | 40780 | 01/24/23 | 14290 | XEROX FINANCIAL SERVICES | 6160 | LEASE 12/25-1/24 | 0.00 | 120.03 |
| 1001 | 40780 | 01/24/23 | 14290 | XEROX FINANCIAL SERVICES | 6020 | LEASE 12/25-1/24 | 0.00 | 120.03 |
| 1001 | 40780 | 01/24/23 | 14290 | XEROX FINANCIAL SERVICES | 6120 | LEASE 12/25-1/24 | 0.00 | 120.04 |
| TOTAL CHECK | | | | | | | 0.00 | 600.16 |
| 1001 | 40783 | 01/24/23 | 14799 | DEREK AVILA | 500 | UB REFUND | 0.00 | 75.67 |
| 1001 | 40784 | 01/24/23 | 14794 | HARO, MARCUS | 500 | UB REFUND | 0.00 | 85.46 |
| 1001 | 40785 | 01/24/23 | 14796 | OROZCO, LESLIE | 500 | UB REFUND | 0.00 | 113.69 |
| 1001 | 40786 | 01/24/23 | 14793 | RODRIGUEZ, NOAH & BEATRI | 500 | UB REFUND | 0.00 | 109.70 |
| 1001 | 40787 | 01/24/23 | 14797 | TYLER HAWK | 500 | UB REFUND | 0.00 | 70.38 |
| TOTAL CASH ACCOUNT | | | | | | | 0.00 | 129,733.44 |
| TOTAL FUND | | | | | | | 0.00 | 129,733.44 |

SUPERION
DATE: 01/30/2023
TIME: 12:42:55

CITY OF FOWLER
CHECK REGISTER - DISBURSEMENT FUND

PAGE NUMBER: 5
ACCTPA21

SELECTION CRITERIA: transact.check_no between '40744' and '40787'
ACCOUNTING PERIOD: 7/23

FUND - 212 - ARPA FUNDING

| CASH ACCT | CHECK NO | ISSUE DT | VENDOR | NAME | DEPT | -----DESCRIPTION----- | SALES TAX | AMOUNT |
|--------------------|----------|----------|--------|--------------------------|------|-----------------------|-----------|-----------|
| 1001 | 40756 | 01/18/23 | 12060 | PETERS ENGINEERING GROUP | 2120 | CITY WTR MTR CON | 0.00 | 7,608.84 |
| 1001 | 40757 | 01/18/23 | 14668 | R.L. FRIEND CONSTRUCTION | 2120 | WATER METER REPLAC | 0.00 | 3,258.50 |
| TOTAL CASH ACCOUNT | | | | | | | 0.00 | 10,867.34 |
| TOTAL FUND | | | | | | | 0.00 | 10,867.34 |

SUPERION
DATE: 01/30/2023
TIME: 12:42:55

CITY OF FOWLER
CHECK REGISTER - DISBURSEMENT FUND

PAGE NUMBER: 6
ACCTPA21

SELECTION CRITERIA: transact.check_no between '40744' and '40787'
ACCOUNTING PERIOD: 7/23

FUND - 236 - ACTIVE TRNSPORT PLN (ATP)

| CASH ACCT | CHECK NO | ISSUE DT | VENDOR NAME | DEPT | -----DESCRIPTION----- | SALES TAX | AMOUNT |
|--------------------|----------|----------|--------------------------------|------|-----------------------|-----------|-----------|
| 1001 | 40758 | 01/18/23 | 12060 PETERS ENGINEERING GROUP | 2360 | GOLDN ST. BIKE/PED | 0.00 | 26,381.00 |
| TOTAL CASH ACCOUNT | | | | | | 0.00 | 26,381.00 |
| TOTAL FUND | | | | | | 0.00 | 26,381.00 |

SUPERION
DATE: 01/30/2023
TIME: 12:42:55

CITY OF FOWLER
CHECK REGISTER - DISBURSEMENT FUND

PAGE NUMBER: 7
ACCTPA21

SELECTION CRITERIA: transact.check_no between '40744' and '40787'
ACCOUNTING PERIOD: 7/23

FUND - 256 - WATER SUPP RLBLTY PRJ GNT

| CASH ACCT | CHECK NO | ISSUE DT | VENDOR | NAME | DEPT | -----DESCRIPTION----- | SALES TAX | AMOUNT |
|--------------------|----------|----------|--------|---------------------|------|-----------------------|-----------|-----------|
| 1001 | 40781 | 01/24/23 | 13655 | PROVOST & PRITCHARD | 2560 | WELL #9 PROF SERVICES | 0.00 | 12,862.30 |
| TOTAL CASH ACCOUNT | | | | | | | 0.00 | 12,862.30 |
| TOTAL FUND | | | | | | | 0.00 | 12,862.30 |

SUPERION
DATE: 01/30/2023
TIME: 12:42:55

CITY OF FOWLER
CHECK REGISTER - DISBURSEMENT FUND

PAGE NUMBER: 8
ACCTPA21

SELECTION CRITERIA: transact.check_no between '40744' and '40787'
ACCOUNTING PERIOD: 7/23

FUND - 503 - TCP FUND

| CASH ACCT | CHECK NO | ISSUE DT | VENDOR | NAME | DEPT | -----DESCRIPTION----- | SALES TAX | AMOUNT |
|--------------------|----------|----------|--------|---------------------|------|-----------------------|-----------|------------|
| 1001 | 40782 | 01/24/23 | 13655 | PROVOST & PRITCHARD | 5030 | TCP TREATMENT WELL 7 | 0.00 | 10,731.00 |
| TOTAL CASH ACCOUNT | | | | | | | 0.00 | 10,731.00 |
| TOTAL FUND | | | | | | | 0.00 | 10,731.00 |
| TOTAL REPORT | | | | | | | 0.00 | 190,575.08 |

**MINUTES OF THE FOWLER CITY COUNCIL SPECIAL MEETING
Tuesday, January 17, 2023**

Mayor Parra called the meeting to order at 6:00 p.m.

Councilmembers Present: Parra, Mejia, Gill, Hammer

Councilmember Absent: Kazarian

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, Finance Director Moreno, Deputy City Clerk Vasquez

5. CEREMONIAL PRESENTATION

Police Chief Reid presented Nick Haro and Vincent Jimenez who were promoted to the rank of Police Corporal.

6. PUBLIC COMMENT

No members of the public spoke.

7. CONSENT CALENDAR

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

8. CONTESTED CONSENT CALENDAR

No items were pulled from the Consent Calendar.

9. GENERAL ADMINISTRATION

9-A. Planning

i. Economic Development Workshop

9-B. Public Works

i. 2023 Special Events Update

- 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**

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

10. STAFF COMMUNICATIONS (CITY MANAGER)

- Updates were provided by City Manager Tucker, Police Chief Reid, Public Works Director Dominguez, Deputy City Clerk Vasquez, and Community Development Director Gaffery.

11. COUNCILMEMBER REPORTS AND COMMENTS

- Updates were provided by Mayor Parra, Mayor Pro-Tem Mejia, Councilmember Gill, and Councilmember Hammer.
- Mayor Pro-Tem Mejia requested the City sponsor the Boy Scouts Flag Retirement Ceremony. Staff were directed to place this item on the next City Council agenda.

12. CLOSED SESSION

12-A. Government Code Section 54956.8

Conference with Real Property Negotiation

Property: 119 S 6th St

Agency Negotiator: Thomas Gaffery, Community Economic Developer Director

Offering Parties: Anthony Creek, Mandeep Singh

Under Negotiation: Price and Terms of Potential Sale

No reportable action was taken on the item.

13. ADJOURN

Having no further business, the meeting adjourned at 7:09 p.m.



CITY COUNCIL OF THE CITY OF FOWLER

ITEM NO: 7-C

REPORT TO THE CITY COUNCIL

February 7, 2023

FROM: SCOTT CROSS, City Attorney

SUBJECT

APPROVE Resolution No. 2622, 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. 2613 on January 17, 2023, 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. 2622 must be approved if the City Council desires to continue with remote teleconferencing for City Council and various City commission meetings as authorized by Government Code Section 54953 as amended by AB 361.

BACKGROUND

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

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

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

ENVIRONMENTAL REVIEW

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

FISCAL IMPACT

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

CONFLICT OF INTEREST

Staff is not aware of any conflicts of interest.

Attachments:

- Resolution No. 2622

RESOLUTION NO. 2622

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 February 7, 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

Daniel T. Parra, Mayor

ATTEST:

Angela Vasquez, Deputy City Clerk



CITY COUNCIL OF THE CITY OF FOWLER

ITEM NO: 7-D

REPORT TO THE CITY COUNCIL

February 7, 2023

FROM MARGARITA MORENO, Finance Director

SUBJECT

ACCEPT Credit Card Usage Report for July 1 through December 31, 2022.

RECOMMENDATION

Staff recommend the City Council accept the Credit Card Usage Report for July 1, 2022 through December 31, 2022.

BACKGROUND

Council Resolution No. 2363 requires the Finance Director to provide City Council a report on credit card usage with the annual and mid-year financial reports. The attached report provides credit card usage by employee and details the expenses. Credit card expenses are submitted monthly by the responsible employee. All credit card expenses are approved by the Finance Director and reviewed by the City Manager.

ENVIRONMENTAL REVIEW

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

FISCAL IMPACT

Credit card expenses are posted to the appropriate department or fund’s operating budget.

CONFLICT OF INTEREST

Staff is not aware of any conflicts of interest.

Attachments:

- Credit Card Usage Report

City of Fowler
Credit Card Usage July 2022
Stmnt Closing 8/3/2022

| Card / User | Summary Transaction | Amount |
|-------------------------|---|-------------------|
| Home Depot | | |
| Public Works | Panzak supplies-PW | \$96.89 |
| | Well site #4 Tools-PW | \$123.12 |
| | Water Supplies-PW | \$36.20 |
| | Total Home Depot | <u>\$256.21</u> |
| Wells Fargo VISA | | |
| Rudy Alcaraz | Surf Thru Selma-Carwash Police Chief Car-Police | \$19.99 |
| | Staff Meeting Lunch-Police | \$49.21 |
| | Fuel Police Chief-Police | \$81.82 |
| | Fuel Police Chief-Police | \$87.72 |
| | Smart & Final-National Night out-Police | \$470.73 |
| | Mobile detailing-Camry & Taurus-Police | \$160.00 |
| | Jocy's-Ministrerial Brfst-Police | \$92.36 |
| | Lyn Peavey Co.-Evidence Supplies-Police | \$150.20 |
| | | \$1,112.03 |
| Dario Dominguez | A-Mart Supermarket-Gatorade PW | \$83.12 |
| | Sunbelt Rentals-Light Tower-Recreation | \$3,500.00 |
| | Dollar General-Water Supplies-Water | \$22.29 |
| | | \$3,605.41 |
| Margarita Moreno | ParcelQuest-Planning | \$100.00 |
| | ParcelQuest-Renewal-Planning | \$1,799.00 |
| | Free Conference-Council Meeting | \$15.00 |
| | ParcelQuest-Planning | \$711.46 |
| | M&M Screen Printing-Emp shirts-Admin | \$200.00 |
| | Microsoft City Meetings-Admin | \$120.00 |
| | Microsoft City Meetings-Admin | \$8.25 |
| | Microsoft City Meetings-Admin | \$66.00 |
| | Total Wells Fargo VISA | <u>\$3,019.71</u> |
| | | <u>\$7,737.15</u> |

City of Fowler
Credit Card Usage
Stmt Closing

August 2022
9/2/2022

| Card / User | Summary Transaction | Amount | |
|-------------------------|---|------------|--------------------|
| Home Depot | | | |
| Public Works | Irrigation Supplies-Parks | \$12.36 | |
| | Hardware Supplies-City Hall | \$318.69 | |
| | St Supplies-Streets | \$18.54 | |
| | Irrigation Supplies-Parks | \$20.55 | |
| | Total Home Depot | | <u>\$370.14</u> |
| Wells Fargo VISA | | | |
| Michael Reid | Peavey Corp-Rifle Storage Box-Police | \$60.44 | \$60.44 |
| Dario Dominguez | Walmart-Gatorades-PW | \$41.28 | |
| | APWA-Membership Renewal-Water | \$222.00 | |
| | Do It Tennis-New Nets-Parks | \$293.78 | |
| | Hilti Inc-Jack Hammer-Water | \$2,952.14 | |
| | Hilti Inc-Jack Hammer Spade-Water | \$357.43 | |
| | Hobby Lobby-Tree Ornaments-Recreation | \$405.38 | |
| | Walmart-Gatorades-PW | \$34.40 | |
| | ABPA-Prev Exam-Whisenhunt-Water | \$175.50 | \$4,481.91 |
| Margarita Moreno | Heritage Time Capsules-Sesquicentennial-Recreation | \$858.00 | |
| | M & M Screen Printing-Emp Shirts-Admin | \$740.93 | |
| | Event APA CA-Gaffery-Planning | \$500.00 | |
| | Fresno Fun Jump-Train Deposit-Recreation | \$280.00 | |
| | Fresno Fun Jump-Maze Deposit-Recreation | \$307.50 | |
| | CalCities Regist-Gaffery-Planning | \$650.00 | |
| | Zoom-Renewal-Admin | \$2,141.06 | |
| | Heritage Time Capsules-Sesquicentennial Logo-Recreation | \$109.00 | |
| | M & M Screen Printing-Emp Shirts-Admin | \$40.04 | |
| | Free Conference-Council Meeting | \$15.00 | |
| | Betts Company Fresno-Battery Eng-101-Fire | \$309.05 | |
| | Online Jobs Ad Indeed-Water | \$102.00 | \$6,052.58 |
| | Total Wells Fargo VISA | | <u>\$10,594.93</u> |

City of Fowler
Credit Card Usage
Stmnt Closing

September 2022
10/3/2022

| Card / User | Summary Transaction | Amount | |
|-------------------------|---|------------|--------------------|
| Wells Fargo VISA | | | |
| Michael Reid | The Cliffs Resort-Travel Reid-CPCA-Police | \$1,029.33 | |
| | Fedex-Postage expense-Police | \$24.20 | |
| | Stitch Master-CSO Patches-Police | \$52.01 | |
| | Peavey Corp-Storage Box-Police | \$43.15 | |
| | Flyingcross.com-Uniforms-CSO-Police | \$479.54 | |
| | 5.11, Inc-Uniforms-CSO-Police | \$141.67 | \$1,769.90 |
| Dario Dominguez | Walmart-Gatorades-PW | \$82.56 | |
| | Grainger-Battery Charges-Cord Tenders-Fire | \$1,309.57 | \$1,392.13 |
| Margarita Moreno | Microsoft City Meetings-Admin | \$8.25 | |
| | Microsoft City Meetings-Admin | \$120.00 | |
| | Microsoft City Meetings-Admin | \$66.00 | |
| | ICSC-Travel-Tucker-Admin | \$125.00 | |
| | ICSC-Regist-Tucker-Admin | \$425.00 | |
| | RVT*OSHA-Training-Vasquez City Clerk | \$250.00 | |
| | RVT*OSHA-Trianing-McAvoy-Admin | \$250.00 | |
| | Hyatt Centric-Travel-League-Parra City Council | \$488.01 | |
| | Guitar Center-Speakers-Senior Center | \$270.83 | |
| | Kabab City-Senior Meals-Senior Center | \$354.17 | |
| | M & M Screen Printing-Emp Shirts-General Govt | \$40.03 | |
| | Quizno's-Senior Meals-Senior Center | \$146.10 | |
| | UCR-Unex-Training-Vasquez-City Clerk | \$150.00 | |
| | Alaska Air-Travel-Parra City Council | \$433.48 | |
| | International Institute-Training Vasquez-City Clerk | \$175.00 | |
| | Popsies-Senior Meals-Senior Center | \$150.00 | |
| | Cattlemens-Emp Appreciation-City Council | \$3,361.85 | |
| | Free Conference-Admin | \$15.00 | |
| | Grant Hyatt-Parking-to be reimbursed | \$40.00 | |
| | Grant Hyatt-Travel-Parra-City Council | \$451.32 | |
| | Microsoft City Meetings-Admin | \$120.00 | |
| | Microsoft City Meetings-Admin | \$66.00 | \$7,506.04 |
| | Total Wells Fargo VISA | | <u>\$10,668.07</u> |

City of Fowler
Credit Card Usage
Stmnt Closing

October 2022
11/3/2022

| Card / User | Summary Transaction | Amount | |
|-------------------------|--|------------|-------------------|
| Home Depot | | | |
| Public Works | Sn Ctr-Supplies-Senior Center | \$86.13 | |
| | St Supplies-Streets | \$487.91 | |
| | Sesquicentennial Pop up-Recreation | \$471.43 | |
| | St Tool Supplies-Streets | \$104.26 | |
| | Hardward Supplies-City Hall | \$29.22 | |
| | Sesquicentennial Pop up-Recreation | \$25.36 | |
| | Total Home Depot | | <u>\$1,204.31</u> |
| Wells Fargo VISA | | | |
| Wilma Tucker | Kabab City-Aims Risk Presentation-Admin | \$86.02 | \$86.02 |
| Michael Reid | Sunnyside Trophy-Plaque-Police | \$59.59 | |
| | Peavey Corp-Evidence Boxes-Police | \$233.93 | |
| | NIMCO-Red Ribbon Week Supplies-Police | \$618.54 | |
| | Flying Cross Uniforms-CSO-Police | \$488.30 | |
| | Return Cross Uniforms-CSO-Police | -\$479.54 | \$920.82 |
| Dario Dominguez | SQ Duration lighting -St LED bulbs-PW | \$1,133.48 | |
| | Fowler JQ-Fuel #E101-Fire | \$115.86 | |
| | Fowler JQ-Fuel #New Squad-Fire | \$111.94 | |
| | Fowler JQ-Fuel #102-Fire | \$150.00 | |
| | Fowler JQ-Fuel #103-Fire | \$155.46 | |
| | Walmart-Trunk and treat-PW | \$207.11 | \$1,873.85 |
| Margarita Moreno | CSMFO-Regist-Moreno-Finance | \$670.00 | |
| | CSMFO-Regist-Woodward-Finance | \$470.00 | |
| | Microsoft City Meetings-Admin | \$8.25 | |
| | Pizza Factory-Senior Meals-Senior Center | \$116.56 | |
| | Hyatt-CSMFO-Moreno-Finance | \$254.47 | |
| | Hyatt-CSMFO-Woodward-Finance | \$254.47 | |
| | ParcelQuest-Annual Renewal-Planning | \$1,799.00 | |
| | CalCities-Regist-Parra | \$450.00 | |
| | SP Construction-Planning | \$995.00 | |
| | Credit Parking-Admin | -\$40.00 | |
| | Idville-HR badges-General Government | \$204.48 | |
| | Kabab City-Mtg-Finance | \$69.36 | |
| | 4Imprint-Chamber table cloth-City Council | \$253.98 | |
| | Food 4 less-2nd qtr luncheon-City Clerk | \$47.71 | |
| | Free Conference-Admin | \$15.00 | |
| | Mi Favorito Place-Senior Meals-Senior Center | \$197.24 | \$5,765.52 |
| | Total Wells Fargo VISA | | <u>\$8,646.21</u> |
| | Credit applied Micheal Reid | | \$479.54 |
| | Credit applied Margarita Moreno | | \$40.00 |
| | | | <u>\$9,165.75</u> |

City of Fowler
Credit Card Usage
Stmt Closing

November 2022
12/2/2022

| Card / User | Summary Transaction | Amount | |
|-------------------------|---|------------|-------------------|
| Wells Fargo VISA | | | |
| Michael Reid | Stitch Master-CSO Patches-Police | \$69.34 | |
| | Police Rec Mgmt-Escalante-Police | \$259.00 | |
| | Amazon-Info Holders-Police | \$86.04 | |
| | Patch Plaques and More-Acrylic PD Patch-Police | \$313.95 | |
| | Amazon-Christmas decoration-Police | \$63.70 | |
| | Amazon Credit-Police | -\$27.27 | <u>\$764.76</u> |
| Anthony Aranda | Pres-Tech-Digital Counter Gauge-Water | \$1,786.33 | |
| | State Water Board-Whisenhunt-Cert-Water | \$184.14 | \$1,970.47 |
| Yvonne Hernandez | Smart & Final-Supplies-Senior Center | \$98.36 | |
| | Dollar General-table covers-Senior Center | \$18.53 | |
| | Costco-Thanksgiving Pies-Senior Center | \$49.03 | |
| | Dollar Tree-Ornaments Supplies-Recreation | \$24.51 | \$190.43 |
| Thomas Gaffery | Int'l Code Council Inc-Annual Membership-Building | \$145.00 | |
| | 2021 CA Building Codes Books-Building | \$1,512.68 | \$1,657.68 |
| Margarita Moreno | Microsoft City Meetings-Admin | \$120.00 | |
| | Microsoft City Meetings-Admin | \$8.25 | |
| | M&M Screening-Emp Shirts-Admin | \$117.93 | |
| | City Meetings-Admin | \$66.00 | |
| | HR Training-Vasquez-City Clerk | \$150.00 | |
| | TTC Series 100-Vasquez-City Clerk | \$1,500.00 | |
| | Kabab City-Audit Mtg-Finance | \$96.56 | |
| | Free Conference-Admin | \$15.00 | \$2,073.74 |
| Wilma Tucker | Website Fee-Admin | \$111.41 | \$111.41 |
| | Total Wells Fargo VISA | | <u>\$6,768.49</u> |
| | Credit applied Micheal Reid | | \$27.27 |
| | | | <u>\$6,795.76</u> |

City of Fowler
Credit Card Usage
Stmt Closing

December 2022
1/2/2023

| Card / User | Summary Transaction | Amount | |
|------------------------------------|--|------------|-------------------|
| Home Depot | | | |
| Public Works | Hardware Supplies-Planning | \$402.69 | |
| | Sn Ctr-Supplies-Senior Center | \$18.94 | |
| | Sn Ctr-Supplies-Senior Center | \$175.00 | |
| | St Supplies-Streets | \$111.19 | |
| | Hardware Supplies-Planning | \$215.86 | |
| | St Supplies-Streets | \$345.84 | |
| | St Supplies-Streets | \$164.39 | |
| | St Supplies-Streets | \$99.74 | |
| | St Supplies-Streets | \$37.93 | |
| | Total Home Depot | | <u>\$1,571.58</u> |
| Wells Fargo VISA | | | |
| Michael Reid | Amazon-Information Holder-Police | \$25.04 | |
| | Amazon-Christmas Decoration-Police | \$46.85 | |
| | Mid-County Fire-Annual Fire Extinguisher-Police | \$932.13 | |
| | DXE Medical-2 AED-Police | \$2,143.39 | \$3,147.41 |
| Anthony Aranda | The Home Depot-brackets/bolts-Park | \$60.51 | |
| | The Water Connection-Recalibration-Water | \$195.00 | |
| | Fowler JQ-Fuel Mini Excavator-Water | \$25.16 | \$280.67 |
| Yvonne Hernandez | Dollar Tree-Kidz Shopping day-Recreation | \$855.58 | |
| | Walmart-Kidz Shopping day-Recreation | \$109.40 | |
| | Smart and Final-Christmas city staff-Admin | \$31.28 | |
| | Expo Party Decor-Recreation | \$469.82 | |
| | Expo Party Decor-Recreation | -\$469.82 | |
| | Its My Party Rentals-Christmas Luncheon Supp-Sen Ctr | \$245.00 | |
| | Smart and Final-Senior Luncheon-Sen Center | \$172.97 | |
| | Smart and Final-Senior Supplies-Sen Center | \$39.87 | |
| | Costco-Christmas Luncheon -Sen Center | \$257.95 | |
| Horn Photo-Time Capsule-Recreation | \$29.90 | \$1,741.95 | |
| Thomas Gaffery | Fresno County Recorder-Reconveyance-RDA Successor | \$22.50 | |
| | UC Davis Continuing Ed-Training-Aguilar-Planning | \$675.00 | \$697.50 |
| Margarita Moreno | Microsoft City Meetings-Admin | \$120.00 | |
| | Microsoft City Meetings-Admin | \$66.00 | |
| | Microsoft City Meetings-Admin | \$8.25 | |
| | Hyatt-Travel-Moreno-Finance Institute-Finance | \$469.28 | |
| | Office Depot-Frame-General Government | \$15.43 | |
| | City Meetings-Admin | \$15.00 | |
| | Microsoft City Meetings-Admin | \$120.00 | |
| | Microsoft City Meetings-Admin | \$66.00 | |
| Microsoft City Meetings-Admin | \$8.25 | \$888.21 | |
| | Total Wells Fargo VISA | | <u>\$6,755.74</u> |
| | Credit applied Yvonne Hernandez | | \$469.82 |
| | | | <u>\$7,225.56</u> |



CITY COUNCIL OF THE CITY OF FOWLER

ITEM NO: 7-E

REPORT TO THE CITY COUNCIL

February 7, 2023

FROM DAWN MARPLE, City Planner

SUBJECT

APPROVE Resolution No. 2623 Authorizing Submittal of a Grant Application to the Fresno Council of Governments (COG) for Measure C Transit Oriented Development (TOD) Funds.

RECOMMENDATION

Staff recommend the City Council approve Resolution No. 2623 Authorizing Submittal of a Grant Application to the Fresno Council of Governments (COG) for Measure C Transit Oriented Development (TOD) Funds.

BACKGROUND

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

The TOD program will generate \$16.9 million during the 20-year lifespan of the Measure C program based on the estimation in December 2012. It is estimated that the TOD program is accruing about \$850,000 annually. There is approximately \$2,020,000 available in the program for the 11th funding cycle.

The City of Fowler is currently preparing a grant application that is due on February 28, 2023 pursuant to the grant program guidelines. The application proposes using Measure C TOD Funds to complete the Downtown Streetscapes Plan. The application also proposes using these funds to implement a portion of the completed Plan. Specifically, funds would be used for engineering drawings and construction of a portion of the Plan.

ENVIRONMENTAL REVIEW

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

FISCAL IMPACT

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

CONFLICT OF INTEREST

Staff is not aware of any conflicts of interest.

Attachments

- Resolution No. 2623

RESOLUTION NO. 2623

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FOWLER
AUTHORIZING SUBMITTAL OF A GRANT APPLICATION FOR THE FRESNO
COUNCIL OF GOVERNMENTS MEASURE C TRANSIT ORIENTED DEVELOPMENT
PROGRAM CYCLE 11**

WHEREAS, the Fresno Council of Governments (“Fresno COG”) Measure C Transit Oriented Development Program Cycle 11 (“Program”) grant applications are due on February 28, 2023; and

WHEREAS, procedures established by Fresno COG require the grantee’s governing body to certify by resolution the approval of project application(s); and

WHEREAS, on February 28, 2023, the City of Fowler (“City”) intends to file an application with the Fresno County Transportation Authority (“Authority”) related to the Program; and

WHEREAS, the City’s application proposes to use Program funds to complete the Downtown Streetscapes Plan and fund the engineering and construction of a portion of the completed Plan (“Project”); and

WHEREAS, if Program funds are awarded, the City, as grantee, will enter into a contract with the Authority to complete the Project.

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

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

PASSED, APPROVED AND ADOPTED this 7th day of February 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-F

REPORT TO THE CITY COUNCIL

February 7, 2023

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

SUBJECT

APPROVE attendance of Planning Commissioners Adriana Prado and Cesar Rodriguez at the League of California Cities' Planning Commissioners Academy (March 29-31, 2023, Garden Grove, CA)

RECOMMENDATION

Staff recommend the City Council take the above action.

BACKGROUND

The League of California Cities' Planning Commissioners Academy will take place on March 29-31, 2023 in Garden Grove. The program includes curriculum on the roles and responsibilities of a planning commissioner, CEQA, legislative updates, and others. Resolution 2067 governs Planning Commissioner travel and since this proposed travel was not specifically referenced in the approved fiscal year 2022/23 budget, Staff are bringing forward an item for City Council consideration.

ENVIRONMENTAL REVIEW

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

FISCAL IMPACT

There are sufficient general fund resources to cover the expenses associated with this travel. Staff anticipate the cost to be approximately \$1,400 per commissioner.

CONFLICT OF INTEREST

Staff is not aware of any conflicts of interest.



CITY COUNCIL OF THE CITY OF FOWLER

ITEM NO: 7-G

REPORT TO THE CITY COUNCIL

February 7, 2023

FROM YVONNE HERNANDEZ, Recreation and Senior Center Supervisor

SUBJECT

APPROVE revised City sponsored event calendar to add Boy Scout Flag Retirement Ceremony

RECOMMENDATION

Staff recommend approval of revised City sponsored event calendar to add Boy Scout Flag Retirement Ceremony

BACKGROUND

On January 17, 2023, Council was presented with the 2023 Events Calendar update. City Council directed staff to bring an item back to add the Boy Scout Flag Retirement Ceremony to the calendar. The Flag Retirement Ceremony will take place on Friday, March 24, 2023, at 7:00 pm. Public Works staff will assist the event coordinators during the ceremony by providing lighting, seating, and a portable microphone and speaker.

ENVIRONMENTAL REVIEW

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

FISCAL IMPACT

All staff costs incurred by the event will be absorbed by each individual department.

CONFLICT OF INTEREST

Staff is not aware of any conflicts of interest.

Attachments

- 2023 Events Calendar (revised)

**City of Fowler Community Events Calendar
2023**

| Date | Activity | City Event | Facilities | Road Closure |
|-------------------------------|------------------------------------|------------|-----------------------|---|
| Friday, March 24, 2023 | Boy Scout Flag Retirement Ceremony | Y | Panzak Park | None |
| Saturday, March 25, 2023 | Spring Fest | Y | Merced St | Merced St from 2nd to 4th |
| Tuesday, March 28, 2023 | Mayors Breakfast | Y | Favorito's Restaurant | None |
| 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 | Pharohs 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. |

**City of Fowler Community Events Calendar
2023**

| Date | Activity | City Event | Facilities | Road Closure |
|-----------------------------|----------------------------|-------------------|-------------------|--|
| Wednesday, October 18, 2023 | Wednesday at the Park | Y | Panzak Park | 2nd bet Merced/Tuol. |
| 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 COUNCIL OF THE CITY OF FOWLER

ITEM NO: 9-Ai

REPORT TO THE CITY COUNCIL

February 7, 2023

FROM MARGARITA MORENO, Finance Director

SUBJECT

Actions pertaining to the fiscal year 2022-23 mid-year budget report and budget amendments:

1. ACCEPT the fiscal year 2022-23 mid-year budget report.
2. ADOPT Resolution No. 2624 approving fiscal year 2022-23 proposed budget amendments.

RECOMMENDATION

Staff recommend City Council accept the fiscal year 2022-23 mid-year budget report and adopt Resolution No. 2624 approving fiscal year 2022-23 budget amendments.

BACKGROUND

The fiscal year 2022-23 mid-year budget report reflects the City's revenues and expenditures through December 31, 2022. The mid-year budget reports provide the data to inform any necessary budget amendments to ensure that the budget is balanced at the end of the fiscal year. As such, staff recommend several budget amendments based on operational changes during the first half of the fiscal year, as well as staff's stronger understanding of departmental operations and base budget needs. Below is a summary of revenues received and expenditures made for each fund type through December 31, 2022.

GENERAL FUND

The General Fund covers core services such as police, fire, public works, community development, parks, recreation, and the senior center. Sales and property taxes are the two largest sources of

revenue in the General Fund. Revenues in the General Fund are at 21% and expenditures are at 47% at mid-year, as follows:

REVENUES

As summarized in Attachment A, General Fund revenues received through December 31, 2022 total 21% of the annual budget estimates, while expenditures at 47%. It is important to note that certain revenues are collected at various times throughout the year and not reflected in the mid-year report.

PROPERTY TAX

Revenues are at 3% of budget

The major portion of property tax revenue is not scheduled to be distributed to cities until the end of December or early January and therefore not reflected in this report.

PERMITS/LICENSES

Revenues are at 52% of budget

The City received 52% of permits/licenses fees through December 31, 2022. Charges for services are higher through December 31, 2022. Building permits are at \$352,197 and plan check fees at \$28,006 which make up a large portion of these estimated revenues. Increased permits and development activity are responsible for the increase. Additionally, business license renewals are not due until December 31, 2022 and therefore not reflected in this report.

FINES & FEES

Revenues are at 21% of budget

Fines and Fees are on target through December 31, 2022 at 21%.

USE OF MONEY & PROPERTY RENTAL INCOME

Revenues are at 49% of budget

Revenues from rental and interest income are on target. The majority of rental income are received from Unwired broadband for the water tower.

MOTOR VEHICLE IN LIEU

Revenues are at 0% of budget

The VLF payment will be received in the third quarter and is therefore reflected 0% at mid-year. The motor vehicle in lieu revenues are property tax shares allocated to cities and counties by the State.

SALES TAX

Revenues are at 30% of budget

The City has received 30% of sales tax revenues. Sales tax revenues are the largest revenue source in the General Fund. Sales tax is received two months in arrears, therefore, only reflecting four months of revenue.

TRANSIENT OCCUPANCY TAX

Revenues are at 35% of budget

Transient occupancy taxes are received on a quarterly basis, the first payment received in October is at 35% at mid-year. The second quarter payment is not reflected in the mid-year report.

FRANCHISE FEES

Revenues are at 17% of budget

Franchise fees are received in a quarterly basis, the first payment received in October is reflecting the 17% at mid-year. The second quarter payment is not reflected in the mid-year.

SERVICES & OTHER FEES

Revenues are at 65% of budget

Revenues from services & other fees are currently at 65% and are anticipated to meet budgeted expectations. These revenues are from various sources such as recreation, inspection, planning, park maintenance, and special police services.

GRANT

Revenues are at 2% of budget

Two allocations have been received from Local Public Safety Funds (LPSF). Staff anticipate grants to be on target at end of year.

OTHER MISC REVENUE

Revenues are at 326% of budget

Revenues from other sources are currently at 326%. These miscellaneous revenues include donations, P.O.S.T reimbursements, restitution, and other refunds. It is typical for revenues in this category to reflect higher percentages than budgeted.

TRANSFER IN

Revenues are at 0% of budget

A general ledger entry will be done to allocate the transfer in and transfer out to the appropriate funds at year end.

EXPENDITURES

As summarized in Attachment A, the City has expended roughly 47% of its appropriations as of December 31, 2022. All departments are on target to their budgeted lines from actual to budget for mid-year. The mid-year budget review provides the city with an opportunity to make any necessary adjustments to ensure that the budget is balanced at the end of the fiscal year. As such, staff is recommending some budget amendments to reflect changes through the first half of the budget year.

As summarized in Attachment B, the summary of all funds revenues reflects the revenues and expenditures for the mid-year ending December 31, 2022 by fund type as summarized below:

ENTERPRISE FUNDS

WATER UTILITY FUNDS

Revenues 42% | Expenses 50%

Through December 31, 2022, expenses are at 50% of budget and revenues slightly lower at 42% of budget. Staff anticipate the Water Utility Fund budget to be on target for year end.

SPECIAL REVENUES

UTILITY USERS TAX

Revenues 51% | Expenses 49%

Utility User's Tax are paid to the city one month in arrears. Five-month revenues are at \$229,221 or 51% of budget, and expenses at 49%. At end of year transfer entry will be done to reconcile all transfers from UUT.

DISTRICT SALES TAX (MEASURE N)

Revenues 36% | Expenses 26%

District Sales Tax Funds are received in a monthly basis. Revenues are \$583,299. Revenues are received two months in arrears, therefore this number only reflects four months of revenue. Expenses are currently at 26% of budget. Staff anticipates projected expenses to be on target at end of year.

COPS GRANT

Revenues 16% | Expenses 0%

Cops grant reimbursement are processed once expenses are made. The expenses will be adjusted at year end.

CARES CDBG-CV GRANT

Revenues 0% | Expenses 0%

CDBG-CV Care grant reimbursement are processed once expenses are made. A budget amendment is needed for revenues received from Fresno County for reimbursement of senior meals expenses.

RECYCLE GRANT

Revenues 0% | Expenses 20%

Recycle grant reimbursement are processed once expenses are made. Staff anticipates to be on target at end of year.

GAS TAX

Revenues 46% | Expenses 0%

Highway User Tax (gas tax) revenues are received monthly. The 46% reflects payments made in the first quarter for the Merced Street Improvement debt service.

TRAFFIC CONGESTION RELIEF FUND-STREET PROJECTS

Revenues 0% | Expenses 0%

Traffic Congestion Relief Fund revenues are received for expense on the Adams reconstruction phase 2 project. A budget amendment is needed to actual revenues to actual.

ARPA FUNDS

Revenues 100% | Expenses 51%

The budgeted second tranche of the American Rescue Plan Act (ARPA) funds has been received at 100% in revenues. Expenses budgeted for these funds include one-time employee premium pay, audit support, Water Tower Rehab, Website Update, Downtown Streetscape Plan, and prior year water meter upgrades. A budget amendment is needed for carry over reserves for water meter expenses.

LTF ART 3 & 8

Revenues 0% | Expenses 3%

LTF revenues are generated from Fresno County. Expenses include utilities, PG&E, and street sweeping.

MEASURE C

Revenues 57% | Expenses 647%

\$135,049 in monthly Measure C revenues have been received thus far. A budget amendment is needed to bring to actual the street project expenses include ADA repairs and Main & Vine Paving projects to be completed by end of year.

SB1 RMRA FUNDS

Revenues 37% | Expenses 0%

SB1 revenues are received monthly from the State. Budgeted expenses include street paving projects to be completed by end of year.

ACTIVE TRANSPORT PROGRAM (ATP)

Revenues 12% | Expenses 0%

Revenues are received as expenses are incurred. Budgeted expenses include the golden state bike trail project.

SRFC TRNS BLOCK GRANT-STBG

Revenues 1% | Expenses 0%

Revenues are received as expenses are incurred. Budgeted expenses include manning reconstruction project.

CDBG

Revenues 9% | Expenses 0%

Annual revenues received to offset expenses for capital projects.

STATE GRANT AB178

Revenues 0% | Expenses 0%

Revenues and Expenses at mid year are at 0%. Staff anticipates revenues received to offset the Police Department Headquarters & Senior Center construction to be on target by end of year.

AB1600 IMPACT FEES

Due to high volume of development activity in the City and the newly-adopted impact fees, the various AB1600 revenues are reflecting a range from 71% to 227% for the mid-year. Several budget amendments are proposed to adjust revenues to account for the increase development activity.

DEBT SERVICE FUNDS

The long-term debt report for the 1993-1 funds, Fire Station, and the Financing Authority are all showing expenses up to 107% for the mid-year. This is due to a significant debt service payment being made in September. These payments are made semiannually and thus skew the first quarter picture. Additionally, principal payments are paid in the fall and not in the spring. Revenues and expenses are projected to meet the budgeted amount at year end.

SUCCESSOR AGENCY FUNDS

The Successor Agency fund includes the 2010 refunding bonds debt service which two payments are made annually reflecting expenses are currently at 98% of budget and State Grant AB178 FIA pass-through with no activity at mid-year.

BUDGET AMENDMENTS

As summarized in Attachment C, staff propose several mid-year budget amendments to align the expenditures and revenues to the budget. The following budget amendments are proposed:

GENERAL FUND

Revenues

Adjustments are needed to bring revenues and expenses to actual. Adjustments to Donations, Misc, P.O.S.T Reimbursement, Misc Refunds, and Other Reimbursements are needed to accommodate increased revenues.

Expenses

The fiscal year 2022-23 budget reflects the process of staff developing a City budget using unaudited data. Adjustments are needed to various categories across departments including supplies, insurances, one-time expenses related to computer support, and a change in utilities cost distribution, fire academy training and engineering consulting.

SPECIAL FUNDS

District Sales Tax

An adjustment to expenses is needed for one-time for Police security enhancement and for the professional service for FCFPD for unanticipated expenses.

CARES Fund

An adjustment to expenses is needed to bring to actual senior meals to be reimbursed by Fresno County CDBG-CV program.

ARPA Fund

An adjustment to expenses is needed bring to actual expenses from reserve carryover from prior to complete the water meter project.

Traffic Congestion Relief Fund-Streets Project

An adjustment is needed to record the ongoing Adams reconstruction phase 2 expenses incurred by the city by revenues received at mid-year.

Measure C Fund

An adjustment is needed due to bring expense to actual for the Vine & Street Project.

Debt Serv-Merced St Fund

An adjustment to revenues to record principal interest to actual.

AB1600 Impact Fees Funds

Several adjustments to revenue funds are needed due to increased development activity and one-time donations to be offset for emergency HVAC replacement in Police, along with expense for flag poles at Donny Wright Park, and one-time settlement fee for the sewer impact fees.

ENVIRONMENTAL REVIEW

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

FISCAL IMPACT

After the budget amendments, revenues and expenditures for all fund types are expected to be on target for the mid-year second quarter.

CONFLICT OF INTEREST

Staff is not aware of any conflicts of interest.

Attachments

- A General Fund Summary
- B All Fund Summary
- Resolution No. 2624
- C Budget Amendment for Resolution No. 2624

ATTACHMENT A

GENERAL FUND SUMMARY

| <u>REVENUES</u> | BUDGET 2022-2023 | REVENUES AS OF 12/31/2022 | PERCENTAGE REVENUES 12/31/2022 | MID-YEAR PROJECTED YEAR END | BUDGET VS PROJECTED |
|--------------------------------|---------------------|---------------------------------|--------------------------------------|-----------------------------------|---------------------------|
| PROPERTY TAX | 933,250 | 23,368 | 3% | 933,250 | 0 |
| PERMITS/LICENSES | 807,200 | 419,341 | 52% | 807,200 | 0 |
| FINES & FEES | 11,500 | 2,401 | 21% | 11,500 | 0 |
| USE OF MONEY & PROPERTY RENTAL | 14,500 | 7,171 | 49% | 14,500 | 0 |
| VLFF | 824,700 | 0 | 0% | 824,700 | 0 |
| SALES TAX | 1,700,000 | 507,319 | 30% | 1,700,000 | 0 |
| TRANSIENT OCCUPANCY TAX | 150,000 | 52,814 | 35% | 150,000 | 0 |
| FRANCHISE FEES | 387,200 | 66,311 | 17% | 387,200 | 0 |
| SERVICES FEES & OTHER | 111,550 | 72,323 | 65% | 111,550 | 0 |
| GRANTS | 253,000 | 4,199 | 2% | 253,000 | 0 |
| OTHER MISC REVENUE | 24,650 | 80,424 | 326% | 100,500 | 75,850 |
| TRANSFER IN | 746,015 | 0 | 0% | 746,015 | 0 |
| TOTAL REVENUES | \$5,963,565 | \$1,235,670 | 21% | \$6,039,415 | \$75,850 |

| <u>EXPENDITURES</u> | BUDGET 2022-2023 | EXPENDITURES AS OF 12/31/2022 | PERCENTAGE EXPENDITURES 12/31/2022 | MID-YEAR PROJECTED YEAR END | BUDGET VS PROJECTED |
|-------------------------|---------------------|-------------------------------------|--|-----------------------------------|---------------------------|
| CITY COUNCIL | 44,380 | 10,411 | 23% | 44,380 | 0 |
| ADMINISTRATION | 433,606 | 206,378 | 48% | 433,606 | 0 |
| CITY CLERK | 120,058 | 39,144 | 33% | 120,058 | 0 |
| FINANCE | 313,173 | 179,644 | 57% | 313,173 | 0 |
| CITY ATTORNEY | 180,000 | 97,802 | 54% | 180,000 | 0 |
| GENERAL GOVERNMENT | 184,052 | 210,087 | 114% | 227,252 | 43,200 |
| POLICE | 2,055,723 | 966,765 | 47% | 2,055,723 | 0 |
| FIRE | 213,802 | 36,898 | 17% | 244,802 | 31,000 |
| ANIMAL CONTROL | 13,000 | 358 | 3% | 13,000 | 0 |
| PUBLIC WORKS-STREET | 773,489 | 261,361 | 34% | 773,489 | 0 |
| PLANNING | 379,131 | 341,941 | 90% | 461,631 | 82,500 |
| BUILDING | 382,807 | 153,558 | 40% | 390,807 | 8,000 |
| PUBLIC WORKS-PARK MAINT | 551,321 | 158,243 | 29% | 560,321 | 9,000 |
| RECREATION | 142,649 | 89,045 | 62% | 142,649 | 0 |
| SENIOR CENTER | 152,635 | 62,655 | 41% | 152,635 | 0 |
| TOTAL EXPENSES | \$5,939,826 | \$2,814,291 | 47% | \$6,113,526 | \$173,700 |

ATTACHMENT B

ALL FUND SUMMARY

GENERAL FUND

| | 2022-2023 BUDGET | REVENUES AS OF 12/31/2022 | PERCENT REC'S YTD | MID-YEAR PROJECTED YEAR END | BUDGET VS PROJECTED |
|--------------|---------------------|------------------------------|----------------------|-----------------------------------|---------------------------|
| General Fund | \$5,963,565 | \$1,235,670 | 21% | \$6,039,415 | \$75,850 |

ENTERPRISE FUNDS

| | | | | | |
|--------------------------|-------------|-----------|-----|-------------|-----|
| Water Utility | 1,586,600 | 667,351 | 42% | 1,586,600 | 0 |
| Water Well Maintenance | 113,000 | 0 | 0% | 113,000 | 0 |
| Groundwater Recharge CID | 50,000 | 0 | 0% | 50,000 | 0 |
| TCP | 602,000 | 1,915 | 0% | 602,000 | 0 |
| Sub-total | \$2,351,600 | \$669,266 | 28% | \$2,351,600 | \$0 |

SPECIAL REVENUE FUNDS

| | | | | | |
|---|-------------|-------------|------|-------------|-----------|
| Utility Users Tax | 450,000 | 229,222 | 51% | 450,000 | 0 |
| District Sales Tax | 1,600,000 | 583,299 | 36% | 1,600,000 | 0 |
| COPS Grant | 125,000 | 20,000 | 16% | 125,000 | 0 |
| Care Funding | 0 | 0 | 0% | 9,026 | 9,026 |
| Recycle Grant | 5,000 | 0 | 0% | 5,000 | 0 |
| Gas Tax | 174,079 | 79,789 | 46% | 174,079 | 0 |
| Traffic Congestion Relief Fund-Street Prj | 0 | 183,630 | 0% | 183,630 | 183,630 |
| ARPA Funding | 812,156 | 812,156 | 100% | 812,156 | 0 |
| LTF Article 3 | 16,000 | 0 | 0% | 16,000 | 0 |
| LTF Article 8 | 0 | 0 | 0% | 0 | 0 |
| Measure C | 238,424 | 135,049 | 57% | 238,424 | 0 |
| Road Maint & Rehab SB1 | 136,723 | 50,658 | 37% | 136,723 | 0 |
| Active Trnsport Pln (ATP) | 227,000 | 26,249 | 12% | 227,000 | 0 |
| Srvc Trns Bkck Grmat -STBG | 850,000 | 11,747 | 1% | 850,000 | 0 |
| CDBG | 45,000 | 4,167 | 9% | 45,000 | 0 |
| State Grant AB178 | 4,000,000 | 0 | 0% | 4,000,000 | 0 |
| AB1600 General Service | 60,000 | 60,207 | 100% | 60,000 | 0 |
| AB1600 Law Enforcement | 60,000 | 42,441 | 71% | 60,000 | 0 |
| AB1600 Fire | 80,000 | 143,255 | 179% | 235,000 | 155,000 |
| AB1600 Streets | 80,000 | 71,793 | 90% | 80,000 | 0 |
| AB1600 Parks | 80,000 | 177,190 | 221% | 210,000 | 130,000 |
| AB1600 Water | 140,000 | 120,555 | 86% | 140,000 | 0 |
| AB1600 Ground Wtr Rchrg | 50,000 | 0 | 0% | 50,000 | 0 |
| AB1600 Sewer | 80,400 | 182,877 | 227% | 182,900 | 102,500 |
| AB1600 Storm Drain | 80,000 | 56,416 | 71% | 80,000 | 0 |
| Caltrans SR 99/Manning | 150 | 104 | 69% | 150 | 0 |
| Sub-total | \$9,389,932 | \$2,990,803 | 2% | \$9,970,087 | \$580,155 |

DEBT SERVICE FUNDS

| | | | | | |
|--|-----------|-------|----|-----------|------|
| Debt Service 88-1 | 34,663 | 65 | 0% | 34,663 | 0 |
| Assesmt Dist 1993-R Debt Svc | 77,698 | 0 | 0% | 77,698 | 0 |
| Assesmt Dist 1993-1 Hospital Bdg Lease | 16,800 | 0 | 0% | 16,800 | 0 |
| Assesmt Dist 1993-1 Merced Rehab | 90,800 | 0 | 0% | 90,800 | 0 |
| Fire Station Debt Svc | 0 | 50 | 0% | 50 | 50 |
| Assesmt Dist 1994-R Debt Svc | 154,300 | 85 | 0% | 154,340 | 0 |
| Sub-total | \$374,261 | \$200 | 0% | \$374,351 | \$50 |

SUCCESSOR AGENCY FUNDS

| | | | | | |
|--------------------------------|-------------|-----|----|-------------|-----|
| State Grant AB178-FIA | 1,000,000 | 0 | 0% | 1,000,000 | 0 |
| Successor Agency 2000 RDA Loan | 109,169 | 0 | 0% | 109,169 | 0 |
| Sub-total | \$1,109,169 | \$0 | 0% | \$1,109,169 | \$0 |

FINANCE AUTHORITY FUND

| | | | | | |
|----------------------------------|-----------|---|----|-----------|-----|
| Public Financing Authority (PFA) | 384,693 | 0 | 0% | 384,693 | 0 |
| Sub-total | \$384,693 | 0 | 0% | \$384,693 | \$0 |

| EXPENSES | | | | | MID YEAR PROJECTED REVENUES/ (EXPENSES) |
|---------------------|------------------------------|---------------------|-----------------------------------|---------------------------|--|
| 2022-2023 BUDGET | EXPENSES AS OF 12/31/2022 | PERCENT USED YTD | MID-YEAR PROJECTED YEAR END | BUDGET VS PROJECTED | |
| \$5,939,826 | \$2,814,291 | 47% | \$6,113,526 | 173,700 | \$ (97,850) |
| 1,929,691 | 957,054 | 50% | 1,929,691 | 0 | 0 |
| 0 | 0 | 0% | 0 | 0 | 0 |
| 195,684 | 190,432 | 97% | 195,684 | 0 | 0 |
| 600,000 | 19,025 | 3% | 600,000 | 0 | 0 |
| \$2,725,375 | \$1,166,511 | 43% | \$2,725,375 | \$0 | \$ - |
| 605,477 | 295,574 | 49% | 605,477 | 0 | 0 |
| 701,015 | 182,088 | 26% | 732,015 | 31,000 | (31,000) |
| 190,000 | 0 | 0% | 190,000 | 0 | 0 |
| 0 | 3,920 | 0% | 3,920 | 3,920 | 5,106 |
| 5,000 | 1,000 | 20% | 5,000 | 0 | 0 |
| 90,800 | 0 | 0% | 90,800 | 0 | 0 |
| 0 | 0 | 0% | 0 | 0 | 183,630 |
| 593,995 | 302,026 | 51% | 738,995 | 145,000 | (145,000) |
| 30,000 | 0 | 0% | 30,000 | 0 | 0 |
| 618,000 | 20,637 | 3% | 618,000 | 0 | 0 |
| 75,000 | 485,502 | 647% | 525,000 | 450,000 | (450,000) |
| 0 | 0 | 0% | 0 | 0 | 0 |
| 227,000 | 0 | 0% | 227,000 | 0 | 0 |
| 850,000 | 0 | 0% | 850,000 | 0 | 0 |
| 0 | 0 | 0% | 0 | 0 | 0 |
| 4,000,000 | 0 | 0% | 4,000,000 | 0 | 0 |
| 145,000 | 0 | 0% | 145,000 | 0 | 0 |
| 136,000 | 51,493 | 38% | 144,820 | 8,820 | (8,820) |
| 129,277 | 107,976 | 84% | 287,877 | 158,600 | (3,600) |
| 0 | 0 | 0% | 0 | 0 | 0 |
| 4,200 | 12,024 | 286% | 30,200 | 26,000 | 104,000 |
| 0 | 0 | 0% | 0 | 0 | 0 |
| 50,000 | 0 | 0% | 50,000 | 0 | 0 |
| 0 | 70,270 | 0% | 70,300 | 70,300 | 32,200 |
| 125,000 | 0 | 0% | 125,000 | 0 | 0 |
| 0 | 0 | 0% | 0 | 0 | 0 |
| \$8,575,764 | \$1,532,509 | 18% | \$9,469,404 | \$893,640 | \$ (313,485) |
| 0 | 0 | 0% | 0 | 0 | 0 |
| 23,367 | 22,267 | 95% | 23,367 | 0 | 0 |
| 16,200 | 16,200 | 100% | 16,200 | 0 | 0 |
| 90,800 | 97,200 | 107% | 100,800 | 10,000 | (10,000) |
| 0 | 0 | 0% | 0 | 0 | 50 |
| 156,476 | 145,174 | 93% | 156,476 | 0 | 0 |
| \$286,843 | \$280,841 | 98% | \$296,843 | \$10,000 | \$ (9,950) |
| 1,000,000 | 0 | 0% | 1,000,000 | 0 | 0 |
| 109,169 | 95,639 | 88% | 109,169 | 0 | 0 |
| \$1,109,169 | \$95,639 | 9% | \$1,109,169 | \$0 | \$0 |
| 383,268 | 1,999 | 1% | 383,268 | 0 | 0 |
| \$383,268 | \$1,999 | 1% | \$383,268 | \$0 | \$ - |

RESOLUTION NO. 2624

**A RESOLUTION OF THE COUNCIL OF THE CITY OF FOWLER
APPROVING AND ADOPTING BUDGET AMENDMENTS FOR VARIOUS FUNDS FOR
FISCAL YEAR 2022/2023**

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

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

WHEREAS, a budget amendment is necessary to align the expected revenues and expected expenses.

WHEREAS, the budget amendment attached hereto as Attachment C specifies the various proposed budget amendments for various funds.

NOW, THEREFORE, BE IT RESOLVED, the Fowler City Council hereby resolves that the FY 2022/2023 budget be amended as described in Attachment C hereto to provide the necessary funding to various funds.

PASSED, APPROVED AND ADOPTED this 7th day of February 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 C



**REQUEST FOR BUDGET AMENDMENT
Resolution No. 2624**

| Requested by: Margarita Moreno | | Budget Amounts | |
|--------------------------------|---|----------------|----------|
| Account Numbers: | Fund Name Description | Increase | Decrease |
| Revenues | | | |
| 100-3701 | General Fund-Donations | \$ 7,500 | |
| 100-3705 | General Fund -Insurance Recovery | \$ 42,500 | |
| 100-3706 | General Fund-Misc Revenues | \$ 18,350 | |
| 100-3708 | General Fund-Misc Refunds | \$ 7,500 | |
| 208-3650 | CARES-CDBG-Program Income | \$ 9,026 | |
| 211-3650 | Traffic Congestion Relief Fund-Street Project-St Program Income | \$ 183,630 | |
| 329-3301 | Debt Serv-Fire Station-Interest Income | \$ 50 | |
| 730-3700 | AB1600-Fire-Other Revenue | \$ 155,000 | |
| 750-3850 | AB1600-Parks Development Fees | \$ 130,000 | |
| 770-3870 | AB1600-Sewer Development Fees | \$ 102,500 | |
| Expenses | | | |
| 6080-5035 | General Government-Wellness | \$ 40,200 | |
| 6080-5240 | General Government-Insurance | \$ 3,000 | |
| 6130-5220 | Fire-Professional Service | \$ 7,500 | |
| 6130-5510 | Fire-Engineering Consulting | \$ 2,500 | |
| 6130-5300 | Fire-Education Training | \$ 21,000 | |
| 6150-5100 | Planning- Supplies | \$ 2,500 | |
| 6150-5220 | Planning-Professional Services | \$ 75,000 | |
| 6150-5170 | Planning-Utilities | \$ 5,000 | |
| 6160-5230 | Computer Support Service-Building | \$ 8,000 | |
| 6260-5180 | Park Maintenance-Rents & Leases | \$ 2,000 | |
| 6260-5202 | Park Maintenance-Street Maintenance | \$ 5,000 | |
| 6260-5195 | Park Maintenance-Street Maint Supplies | \$ 2,000 | |
| 201-5220 | District Sales Tax-Professional Services | \$ 25,000 | |
| 201-5715 | District Sales Tax-Equipment | \$ 6,000 | |
| 208-5105 | CARES-CDBG-Meals Expense | \$ 3,920 | |
| 212-5710 | ARPA-Equipment | \$ 145,000 | |
| 230-5710 | Measure C-Improvements | \$ 450,000 | |
| 327-5801 | Debt Svc-Merced Loan-Principals | \$ 10,000 | |
| 720-5220 | AB1600-Law Enforcement Equipment | \$ 8,820 | |
| 730-5710 | AB1600-Fire-Improvements | \$ 155,000 | |
| 730-5803 | AB1600-Fire-Lease Principal Pymts | \$ 3,600 | |
| 750-5710 | AB1600-Parks-Improvements | \$ 26,000 | |
| 770-5110 | AB1600-Special Dept Expense | \$ 70,300 | |

Reason(s) for Budget Amendment:

To align expenses and revenues to mid-year FY 2022/23 budget, staff request budget amendments to the following funds:

General Fund Revenues: Adjustments for projected year-end to actual:

- Donations, \$7,500: Increase revenues to adjust to actual one-time donations.
- Insurance Recovery-Police Vehicle Claim Reimb, \$42,500
- Miscellaneous Revenues/Refunds, \$25,850: Several adjustments to increase revenues for monies received for Employee Appreciation dinner, RMA reimbursement, and Sesquicentennial funding.

General Fund Expenses: Adjustments for projected year-end actual:

- General Government, \$40,200: Wellness Program for Unanticipated employee separation payout and unbudgeted RMA expenses of \$3,000.
- Fire, \$31,000: Adjustment needed for a one-time vehicle maintenance expenses, fire academy, and unanticipated expenses for the FCPFD agreement.
- Planning several adjustments reflect increased expenses due to developing a true base budget to be offset by increased development activity, \$2,500: Adjust to actual office supplies, and \$75,000 Increase expense to professional services to be offset by increase revenue due to increase development activity. Adjust to actual increase cost in utilities, \$5,000.
- Building also developing a true base budget several adjustments for one-time expenses \$8,000: one-time cost increase for computer support.
- Park Maintenance, \$5,000: increase for one-time plumbing and lighting, \$2,000: adjust to actual for repair & maintenance, and \$2,000 for unbudgeted rents & leases to adjust to actual.

Special Revenue Funds: Adjustments for projected year-end to actual:

- District Sales Tax Fund, \$6,000: to adjust to actual one time enhanced Police quarters, \$25,000 professional service fire agreement.
- Cares Fund, \$9026: to adjust to actual senior meals reimbursement from Fresno County to offset the expensed meals of \$3,920.
- ARPA Fund, \$145,000: 21/22 reserve carryover water meters project.
- Street Projects Fund, \$183,630: to adjust to actual revenues for reimbursements of expense of street construction.
- Measure C Fund, \$450,000: adjust to actual expenses for Vine & Main Street Paving Project.
- Law Enforcement Impact Fees, \$8,820: Increased expense for HVAC Replacement in Police department.
- Park Impact Fees, \$130,000: to adjust to actual due to increase housing development activity and Lions Club donation of \$20,000. Revenues to be offset by Donny Wright Park of \$26,000 for flag poles, electrical & foundation park related expenses.
- Sewer Impact Fees, \$102,500: to be offset by one time SKF settlement fee of \$70,300.
- Fire impact fees, \$155,000: increase in other revenue due to solar ECC program reimbursement to be offset by improvements solar expenses and adjust to actual unbudgeted principal payments of \$3,600.

Debt Service Funds: Adjustments for projected year-end to actual:

- Debt Serv-Merced St. \$10,000: to adjust to actual unbudgeted Sept 2022 Principal interest.
- Fire Station Debt Service \$50: to adjust to actual unbudgeted interest earnings in revenues.

Finance Director

Signature_____
Date

City Manager

Signature_____
DateCity Council: ☐ App ☐ Resolution # _____ ☐ Denied

Journal Entry No. _____ Date Posted _____ By: _____



CITY COUNCIL OF THE CITY OF FOWLER

ITEM NO: 9-Bii

REPORT TO THE CITY COUNCIL

February 7, 2023

FROM: DAWN E. MARPLE, City Planner

SUBJECT

Actions pertaining to proposed Rezone No. 22-0010, an ordinance to adopt an amended zoning map of 113 South 9th Street (APN: 343-162-12) from the C-2 (Community Commercial) zone district to the RM-2-A (Multi-Family Residential – 3,500 square foot lot area) zone district, and the adoption of a finding that the zoning amendment is consistent with the City's General Plan (CEQA Guidelines § 15183).

1. ADOPT a Consistency Finding pursuant to California Environmental Quality Act (CEQA) Guidelines Section 15183; and
2. INTRODUCTION of Ordinance No. 2023-01, amending the zoning map of 113 South 9th Street (APN: 343-162-12) from the C-2 (Community Commercial) zone district to the RM-2-A (Multi-Family Residential – 3,500 square foot lot area) zone district.

RECOMMENDATION

City Staff and the Planning Commission recommend the City Council adopt a Consistency Finding pursuant to CEQA Guidelines Section 15183 and hear the introduction of an Ordinance amending the zoning map of 113 South 9th Street (APN: 343-162-12) from the C-2 (Community Commercial) zone district to the RM-2-A (Multi-Family Residential – 3,500 square foot lot area) zone district.

BACKGROUND

The subject parcel is currently vacant and zoned C-2 (Community Commercial); however, it is planned for Medium Density Residential land uses by the City of Fowler General Plan. The site is approximately 0.17 acres (7,500 square feet) and is located on the east side of South 9th Street, between West Merced Street and West Main Street (APN 343-162-12). Planning Case No. 22-0010 proposes to rezone the subject property from the C-2 (Community Commercial) zone district to the RM-2-A (Multi-Family Residential – 3,500 square feet minimum lot area). The proposed rezone would bring the

property into conformance with the current General Plan Land Use Designation of Medium Density Residential.

The Medium Density Residential land use designation allows up to 13.5 dwelling units per acre. The RM-2-A zone district allows up to one dwelling unit per 3,500 square feet of land area, for a maximum density of 12.4 dwelling units per acre, which is in conformance with the density allowance of the Medium Density Residential designation. Since the property is 7,500 square feet in size, this would allow for two (2) multifamily dwelling units. Approval of the Rezone would bring the property into conformance with the General Plan. Future development would be consistent with the use allowances and development standards of the RM-2-A zone district.

The site is located in Fowler's C-2 (Community Commercial) Zone District, surrounded by C-2 (Community Commercial) to the north and east, and R-1-6 (One-Family Residential District, minimum 6,000 square feet) to the west and south.

The table below compares the development standards of the existing C-2 zone district and the proposed RM-2-A zone district.

| Comparison of Development Standards | | |
|-------------------------------------|----------------------------------|---|
| | C-2 District | RM-2-A District |
| Minimum Lot Area | N/A | N/A |
| Maximum Lot Coverage | N/A | 55% |
| Maximum Height | 50' | 35' |
| Minimum Parking | Parking Determined By Use | 3+ BR Units: 2 stalls 0-2 BR Units: 1.5 stalls |
| Minimum Yards | | |
| Front | 15' | 15' |
| Rear | 10' | 10' |
| Interior Side | 10' | 5' |
| Corner Side | N/A | 10' |
| Minimum Lot Dimensions | | |
| Width | N/A | 50' |
| Depth | N/A | 100' |
| Minimum Open Space | N/A | 10% |
| Maximum Dwelling Units | 1 with Approved CUP ^a | 1 per 3,500 square feet |

^a Residential is only permitted in association with an allowed commercial use on-site.

ENVIRONMENTAL REVIEW

This Project is exempt from further environmental review pursuant to a Consistency Finding under CEQA Guidelines Section 15183, subdivision (i)(2). Section 15183 applies to projects which are consistent with the land use and development density established by a general plan for which an EIR was certified. The City of Fowler General Plan 2025 ("General Plan") was adopted in June 2004 and applies citywide. The final EIR certified for General Plan analyzed the potential environmental effects of the land use designations and associated development densities assigned to parcels throughout the City as depicted on the General Plan Land Use Map. The Project Site is designated Medium Density

Residential in the General Plan, and the applicant has requested to rezone the Project Site from the C-2 (Community Commercial) zone district to the RM-2-A (Multi-Family Residential – 3,500 square feet minimum lot area) zone district. The RM-2-A zone district is in conformance with the Medium Density Residential Land Use Designation and is consistent with the land use and development densities previously certified under the General Plan's EIR.

FISCAL IMPACT

Adopting this resolution would result in a net increase in the fees collected for public services as a result of subsequent residential development.

Not adopting this resolution would likely result in no fees being collected for public services as a result of subsequent residential development.

CONFLICT OF INTEREST

Staff is not aware of any conflicts of interest.

Attachments:

- Figure 1 – Aerial photo
- Figure 2 – General Plan Land Uses
- Figure 3 – Current Zoning Map
- Ordinance No. 2023-01
- Exhibit A to Ordinance No. 2023-01
- Site Plan

Figure 1 – Aerial Photo

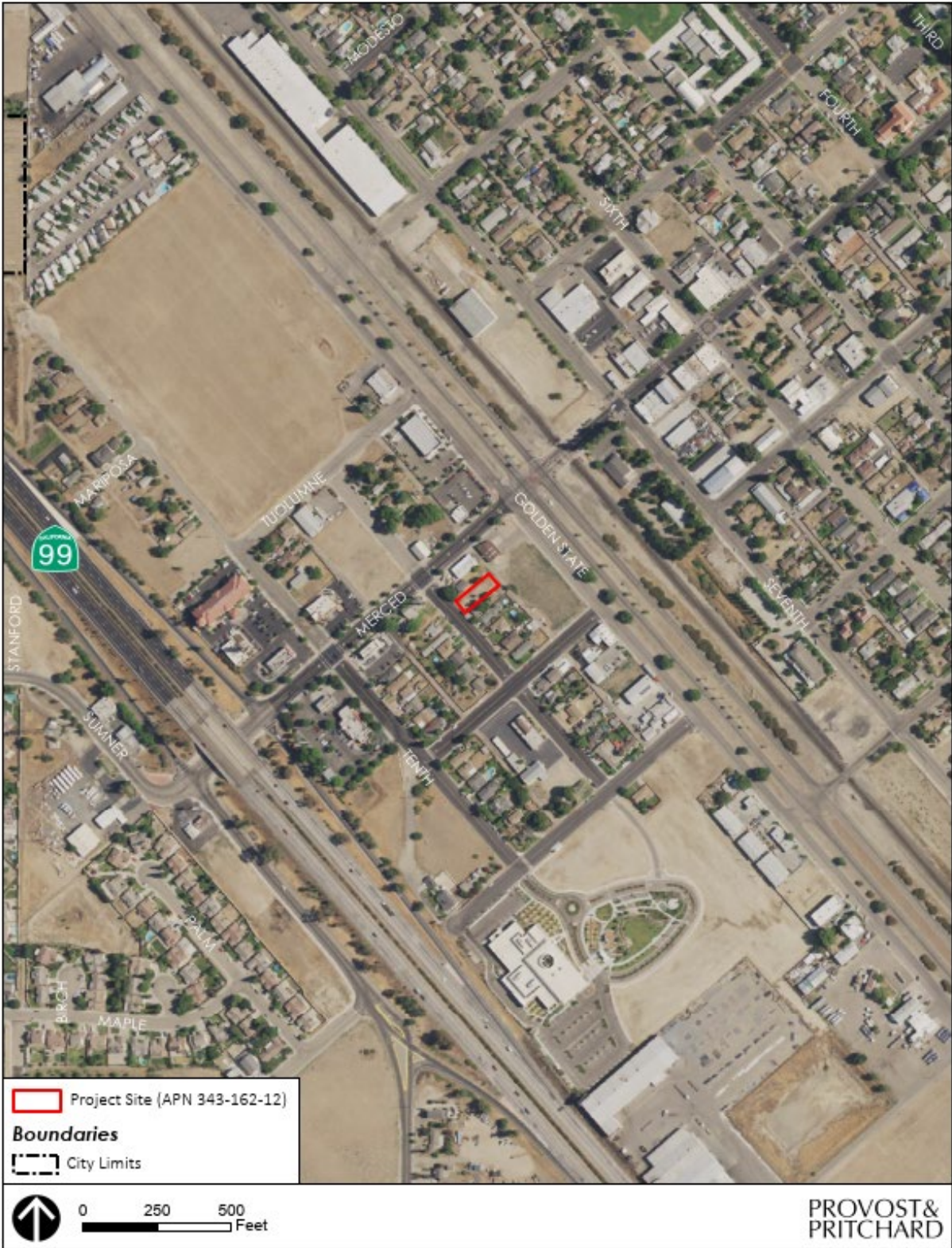


Figure 2 – General Plan Land Uses

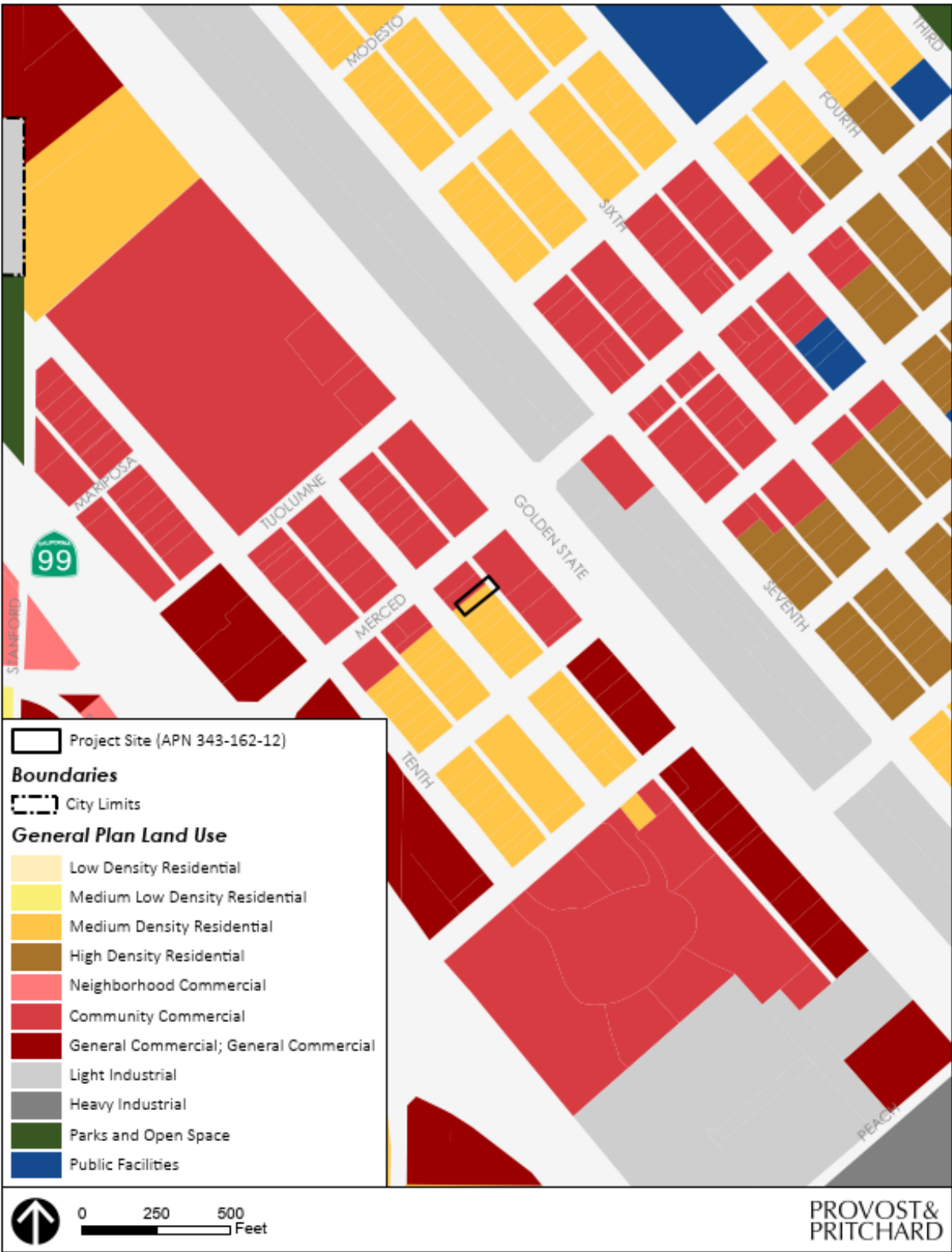
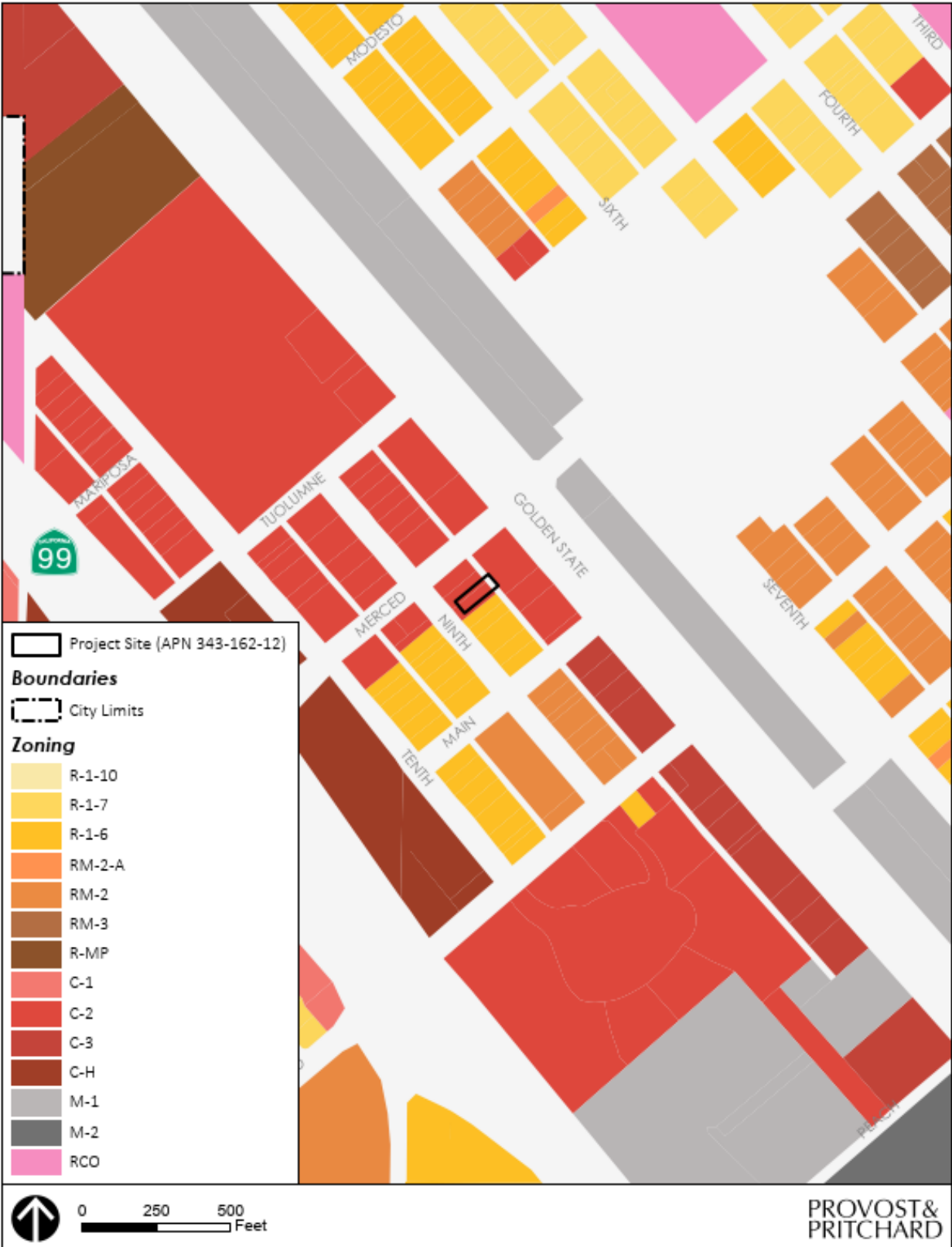


Figure 3 – Current Zoning Map



ORDINANCE NO. 2023-01

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FOWLER AMENDING THE OFFICIAL ZONING MAP OF THE CITY TO REFLECT A CHANGE OF ZONE FOR ASSESSOR'S PARCEL NO. 343-162-12 FROM THE C-2 (COMMUNITY COMMERCIAL) ZONE DISTRICT TO THE RM-2-A (MULTI-FAMILY RESIDENTIAL – 3,500 SQUARE FOOT LOT AREA) ZONE DISTRICT; AND ADOPTION OF A FINDING THAT THE ZONING AMENDMENT IS CONSISTENT WITH THE CITY'S GENERAL PLAN, IN ACCORDANCE WITH CEQA GUIDELINES SECTION 15183.

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

SECTION 1.

The Official Zoning Map of the City of Fowler is hereby amended to designate Assessor's Parcel No. 343-162-12 with the RM-2-A (Multi-Family Residential – 3,500 square foot lot size) zone district as indicated in **Exhibit "A"** attached hereto.

SECTION 2.

The City Council hereby finds that the amendment of the Zoning Map of Assessor's Parcel No. 343-162-12 to the RM-2-A (Multi-Family Residential – 3,500 square foot lot size) zone district is consistent with the City's General Plan and is therefore not subject to further environmental review under the California Environmental Quality Act ("CEQA"), in accordance with Section 15183 of the CEQA Guidelines.

SECTION 3.

This ordinance shall take effect and be in full force and effect from and after thirty (30) days following its final passage and adoption. Within fifteen (15) days after its adoption, the ordinance, or a summary of the ordinance, shall be published once in a newspaper of general circulation.

The foregoing ordinance was introduced at a meeting of the City Council of Fowler held on the 7th day of February 2023 and passed and adopted at a regular meeting of the City Council held on the _____ day of _____ 2023 by the following vote:

AYES:

NOES:

ABSTAIN:

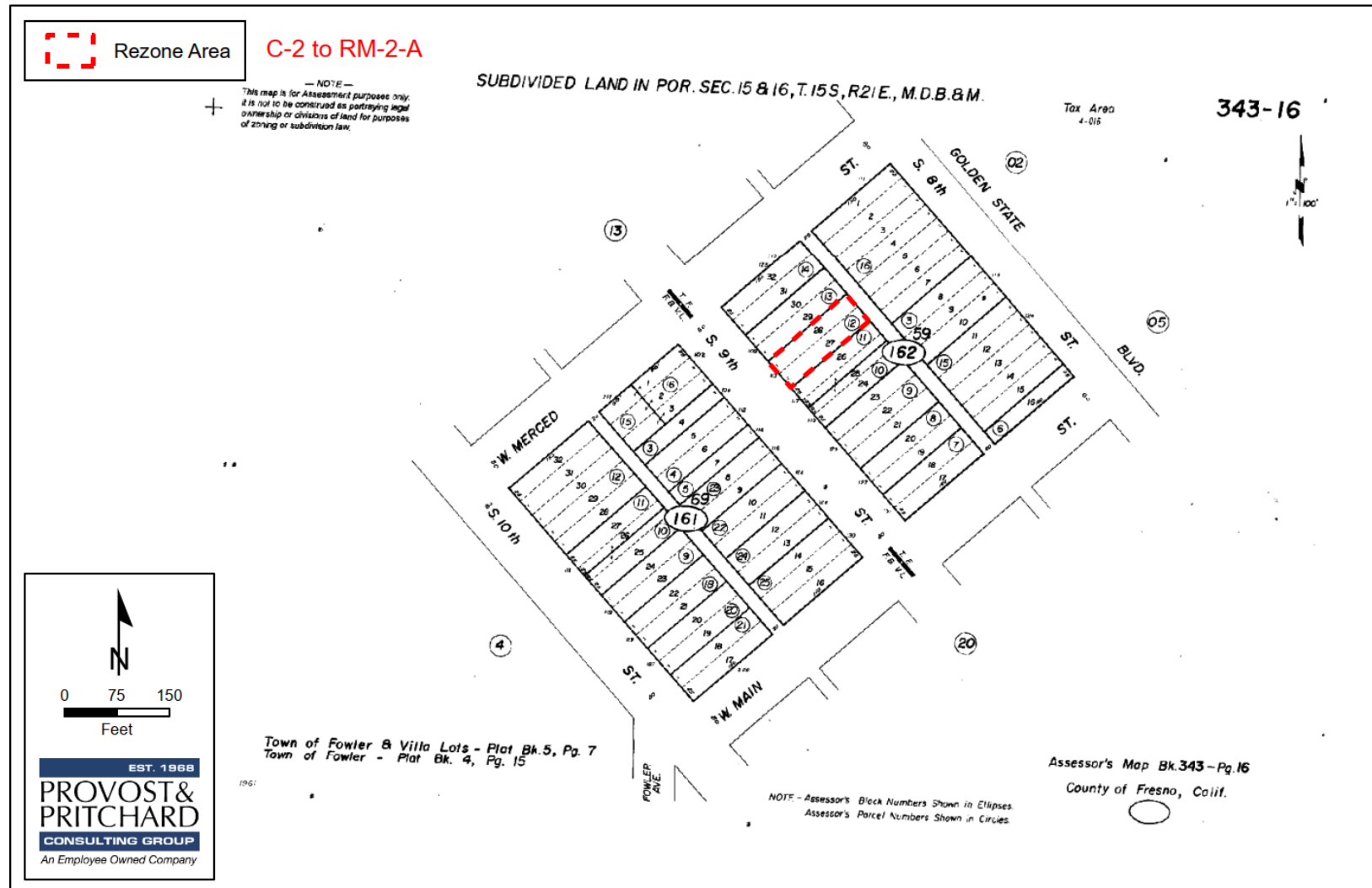
ABSENT:

Daniel T. Parra, Mayor

ATTEST:

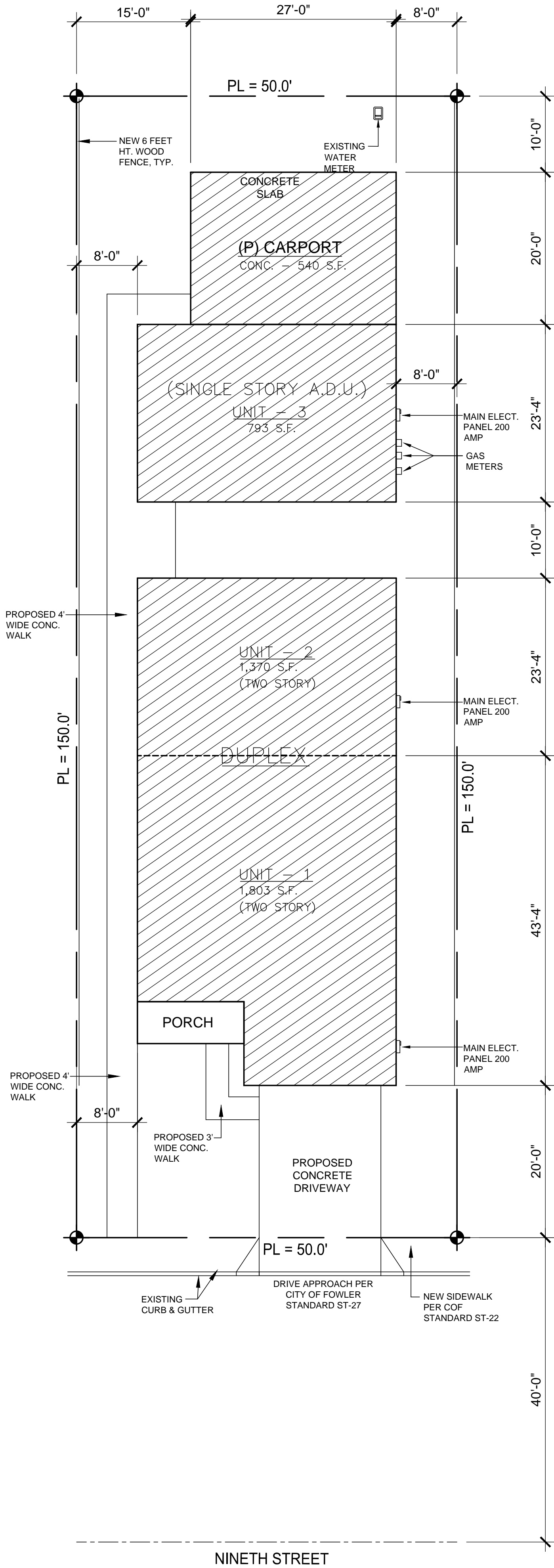
Angela Vasquez, Deputy City Clerk

Exhibit "A"



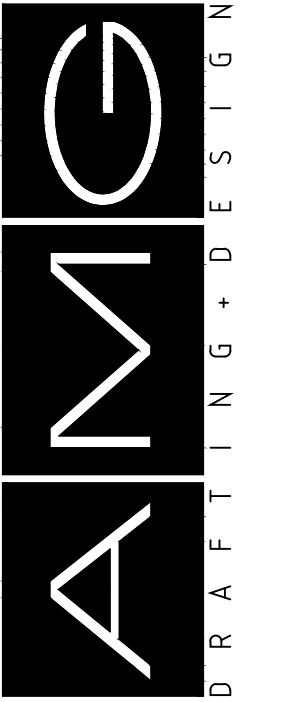
| |
|---|
| <div><div>DIVISION 4.1- PLANNING AND SITE DEVELOPMENT</div><div><div>4.106.1</div><div>PRESERVATION AND USE OF AVAILABLE NATURAL RESOURCES SHALL BE ACCOMPLISHED THROUGH EVALUATION AND CAREFUL PLANNING TO MINIMIZE NEGATIVE EFFECTS ON THE SITE AND ADJACENT AREAS. PRESERVATION OF SLOPES, MANAGEMENT OF STORM WATER DRAINAGE AND EROSION CONTROLS SHALL COMPLY WITH THIS SECTION.</div></div><div><div>4.106.2</div><div>PROJECTS WHICH DISTURB LESS THAN ONE ACRE OF SOIL AND ARE NOT PART OF A LARGER COMMON PLAN OF DEVELOPMENT WHICH IN TOTAL DISTURBS ONE ACRE OR MORE, SHALL MANAGE STORM WATER DURING CONSTRUCTION TO PREVENT FLOODING OF ADJACENT PROPERTY, PREVENT EROSION AND RETAIN SOIL RUNOFF ON THE SITE; SHALL COMPLY WITH ONE OR MORE OF THE FOLLOWING METHODS: 1. RETENTION BASINS OF SUFFICIENT SIZE SHALL BE UTILIZED TO RETAIN STORM WATER ON THE SITE. 2. WHERE STORM WATER IS CONVEYED TO A PUBLIC DRAINAGE SYSTEM, COLLECTION POINT, GUTTER OR SIMILAR DISPOSAL METHOD, WATER SHALL BE FILTERED BY USE OF A BARRIER, WATTLE OR OTHER METHOD APPROVED BY THE ENFORCING AGENCY. 3. COMPLIANCE WITH A LAWFULLY ENACTED STORM WATER MANAGEMENT ORDINANCE.</div></div><div><div>4.106.3</div><div>CONSTRUCTION PLANS SHALL INDICATE HOW THE SITE GRADING OR DRAINAGE SYSTEM WILL MANAGE ALL SURFACE WATER FLOWS TO KEEP WATER FROM ENTERING BUILDINGS. EXAMPLES OF METHODS TO MANAGE SURFACE WATER INCLUDE, BUT ARE NOT LIMITED, TO THE FOLLOWING: 1. SWALES 2. WATER COLLECTION AND DISPOSAL SYSTEM. 3. FRENCH DRAINS 4. WATER RETENTION GARDENS 5. OTHER WATER MEASURES WHICH KEEP SURFACE WATER AWAY FROM BUILDINGS AND AID IN GROUNDWATER RECHARGE. EXCEPTION: ADDITIONS AND ALTERATIONS NOT ALTERING THE DRAINAGE PATH.</div></div><div><div>DIVISION 4.2- ENERGY EFFICIENCY</div><div><div>4.201.1</div><div>FOR THE PURPOSES OF MANDATORY ENERGY EFFICIENCY STANDARD IN THIS CODE, THE CALIFORNIA ENERGY COMMISSION WILL CONTINUE TO ADOPT MANDATORY STANDARDS.</div></div></div><div><div>DIVISION 4.3- WATER EFFICIENCY & CONSERVATION</div><div><div>SECTION 4.303 INDOOR WATER USE</div><div><div>4.303.1</div><div>PLUMBING FIXTURES (WATER CLOSETS AND URINALS) AND FITTINGS (FAUCETS AND SHOWERHEADS) SHALL COMPLY THE FOLLOWING: 4.303.1.1 WATER CLOSETS EFFECTIVE FLUSH VOLUME SHALL NOT EXCEED 1.28 GALLONS PER FLUSH. TANK-TYPE WATER CLOSETS SHALL BE CERTIFIED TO THE PERFORMANCE CRITERIA OF THE U.S. E.P.A. WATERSEAL SPECIFICATION FOR TANK-TYPE TOILETS. NOTE: THE EFFECTIVE FLUSH VOLUME OF DUAL FLUSH TOILETS IS DEFINED AS THE COMPOSITE AVERAGE FLUSH VOLUME OF TWO REDUCED FLUSHES AND ONE FULL FLUSH. 4.303.1.2 URINALS EFFECTIVE FLUSH VOLUME SHALL NOT EXCEED 0.5 GALLONS PER FLUSH. 4.303.1.3 SHOWERHEADS 4.303.1.3.1 SINGLE SHOWERHEADS SHALL HAVE A MAXIMUM FLOW RATE OF NOT MORE THAN 1.8 GALLONS PER MINUTE @ 80 P.S.I. SHOWERHEADS SHALL BE CERTIFIED TO THE PERFORMANCE CRITERIA OF THE U.S. E.P.A. WATERSEAL SPECIFICATION FOR SHOWERHEADS. 4.303.1.3.2 MULTIPLE SHOWERHEADS SERVING ONE SHOWER, THE COMBINED FLOW RATE OF ALL SHOWERHEADS AND/OR OTHER SHOWER OUTLETS CONTROLLED BY SINGLE VALVE SHALL NOT EXCEED 1.8 GALLONS PER MINUTE @ 80 P.S.I., OR THE SHOWER SHALL BE DESIGNED TO ALLOW ONLY ONE SHOWER OUTLET TO BE OPERATED AT AT TIME. NOTE: A HAND-HELD SHOWER SHALL BE CONSIDERED A SHOWERHEAD. 4.303.1.4 FAUCETS 4.303.1.4.1 RESIDENTIAL LAVATORY FAUCETS SHALL HAVE A MAXIMUM FLOW RATE NOT TO EXCEED 1.2 GALLONS PER MINUTE @ 60 P.S.I. THE MINIMUM FLOW RATE SHALL NOT BE LESS THEN 0.8 GALLONS PER MINUTE @ 20 P.S.I. 4.303.1.4.2 THE MAXIMUM FLOW RATE OF LAVATORY FAUCET INSTALLED IN COMMON AND PUBLIC AREAS (OUTSIDE OF DWELLING OR SLEEPING UNITS) IN RESIDENTIAL BUILDINGS SHALL NOT EXCEED 0.5 GALLONS PER MINUTE @ 60 P.S.I. 4.303.1.4.3 METERING FAUCETS WHEN INSTALLED IN RESIDENTIAL BUILDINGS SHALL NOT DELIVER MORE THAN 0.20 GALLONS PER CYCLE. 4.303.1.4.4 THE MAXIMUM FLOW RATE OF KITCHEN FAUCETS SHALL NOT EXCEED 1.8 GALLONS PER MINUTE @ 60 P.S.I. KITCHEN FAUCETS MAY TEMPORARILY INCREASE THE FLOW ABOVE THE MAXIMUM RATE, BUT NOT TO EXCEED 2.2 GALLONS PER MINUTE @ 60 P.S.I., AND MUST DEFAULT TO A MAXIMUM FLOW RATE OF 1.8 GALLONS PER MINUTE @ 60 P.S.I. NOTE: WHEN COMPLYING FAUCETS ARE UNAVAILABLE, AERATORS OR OTHER MEANS MAY BE USED TO ACHIEVE REDUCTION. 4.303.2 STANDARDS FOR PLUMBING FIXTURES AND FITTINGS SHALL BE INSTALLED IN ACCORDANCE WITH THE CALIFORNIA PLUMBING CODE, AND SHALL MEET THE APPLICABLE STANDARDS REFERENCED IN TABLE 1401.1.</div></div><div><div>SECTION 4.304 OUTDOOR WATER USE</div><div><div>4.304.1</div><div>AUTOMATIC IRRIGATION SYSTEM CONTROLLERS FOR LANDSCAPING PROVIDED BY THE BUILDER AND INSTALLED AT THE TIME OF FINAL INSPECTION SHALL COMPLY WITH THE FOLLOWING: 1. CONTROLLERS SHALL BE WEATHER- OR SOIL MOISTURE-BASED CONTROLLERS THAT AUTOMATICALLY ADJUST IRRIGATION IN RESPONSE TO CHANGES IN PLANTS WATERING NEEDS AS WEATHER OR SOIL CONDITION CHANGE. 2. WEATHER-BASED CONTROLLERS WITHOUT INTEGRAL RAIN SENSORS OR COMMUNICATION SYSTEMS THAT ACCOUNT FOR LOCAL RAINFALL SHALL HAVE A SEPARATE WIRED OR WIRELESS RAIN SENSOR WHICH CONNECTS OR COMMUNICATES WITH THE CONTROLLER(S). SOIL MOISTURE-BASED CONTROLLERS ARE NOT REQUIRED TO HAVE RAIN SENSOR INPUT. NOTE: MORE INFORMATION REGARDING IRRIGATION CONTROLLER FUNCTION AND SPECIFICATIONS IS AVAILABLE FROM THE IRRIGATION ASSOCIATION.</div></div><div><div>DIVISION 4.4- MATERIAL CONSERVATION & RESOURCE EFFICIENCY</div><div><div>SECTION 4.406 ENHANCED DURABILITY & REDUCED MAINTENANCE</div><div><div>4.406.1</div><div>ANNULAR SPACES AROUND PIPES, ELECTRICAL CABLES, CONDUTIS OR OTHER OPENINGS IN SOLE/BOTTOM PLATES AT EXTERIOR WALLS SHALL BE PROTECTED AGAINST THE PASSAGE OF RODENTS BY CLOSING SUCH OPENINGS WITH CEMENT MORTAR, CONCRETE MASONRY, OR A SIMILAR METHOD ACCEPTABLE TO THE ENFORCING AGENCY.</div></div><div><div>SECTION 4.408 CONSTRUCTION WASTE REDUCTION, DISPOSAL & RECYCLING</div><div><div>4.408.1</div><div>RECYCLE AND/OR SALVAGE FOR REUSE A MINIMUM OF 65% OF THE NONHAZARDOUS CONSTRUCTION AND DEMOLITION WASTE IN ACCORDANCE WITH EITHER SECTION 4.408.2, 4.408.3 OR 4.408.4 OR MEET A MORE STRINGENT LOCAL CONSTRUCTION AND DEMOLITION WASTE MANAGEMENT ORDINANCE. EXCEPTIONS: 1. EXCAVATED SOIL & LAND-CLEARING DEBRIS. 2. ALTERNATE WASTE REDUCTION METHODS DEVELOPED BY WORKING WITH LOCAL ENFORCING AGENCIES IF DIVERSION OR RECYCLE FACILITIES OF COMPLIANCE WITH THIS ITEM DO NOT EXIST OR ARE NOT LOCATED REASONABLY CLOSE TO THE JOBSITE. 3. THE ENFORCING AGENCY MAY MAKE EXCEPTIONS TO THE REQUIREMENTS OF THIS SECTION WHEN ISOLATED JOBSITES ARE LOCATED IN AREAS BEYOND THE HULL BOUNDARIES OF THE DIVERSION FACILITY. 4.408.2 SUBMIT A CONSTRUCTION WASTE MANAGEMENT PLAN IN CONFORMANCE WITH ITEMS 1 THROUGH 5. THE CONSTRUCTION WASTE MANAGEMENT PLAN SHALL BE UPDATED AS NECESSARY AND SHALL BE AVAILABLE DURING CONSTRUCTION FOR EXAMINATION BY THE ENFORCING AGENCY: 1. IDENTIFY THE CONSTRUCTION AND DEMOLITION WASTE MATERIALS TO BE DIVERTED FROM DISPOSAL BY RECYCLING, REUSE ON THE PROJECT OR SALVAGE FOR FUTURE USE OR SALE. 2. SPECIFY IF CONSTRUCTION AND DEMOLITION WASTE MATERIALS WILL BE SORTED ON SITE (SOURCE-SEPARATED) OR BULK MIXED (SINGLE STREAM).. 3. IDENTIFY DIVERSION FACILITIES WHERE THE CONSTRUCTION AND DEMOLITION WASTE WILL BE TAKEN. 4. IDENTIFY CONSTRUCTION METHODS EMPLOYED TO REDUCE THE AMOUNT OF CONSTRUCTION AND DEMOLITION WASTE GENERATED. 5. SPECIFY THE AMOUNT OF CONSTRUCTION & DEMOLITION WASTE MATERIALS DIVERTED SHALL BE CALCULATED BY WEIGHT OR VOLUME, BUT NOT BY BOTH. 4.408.3 UTILIZE A WASTE MANAGEMENT COMPANY, APPROVED BY THE ENFORCING AGENCY, WHICH CAN PROVIDE VERIFIABLE DOCUMENTATION THAT THE PERCENTAGE OF CONSTRUCTION AND DEMOLITION WASTE MATERIAL DIVERTED FROM THE LANDFILL COMPLIES WITH SECTION 4.408.1. NOTE: THE OWNER OR CONTRACTOR MAY MAKE THE DETERMINATION IF THE CONSTRUCTION AND DEMOLITION WASTE MATERIALS WILL BE DIVERTED BY A WASTE MANAGEMENT COMPANY. 4.408.4 WASTE STREAM REDUCTION ALTERNATIVE (I.R). PROJECTS THAT GENERATE A TOTAL COMBINED WEIGHT OF CONSTRUCTION AND DEMOLITION WASTE DISPOSED OF IN LANDFILLS, WHICH DO NOT EXCEED FOUR (4) LBS./SQ. FT. OF THE BUILDING AREA SHALL MEET THE MINIMUM 65-PERCENT CONSTRUCTION WASTE REDUCTION REQUIREMENTS IN SECTION 4.408. 4.408.4.1 WASTE STREAM REDUCTION ALTERNATIVE. PROJECTS THAT GENERATE A TOTAL COMBINED WEIGHT OF CONSTRUCTION AND DEMOLITION WASTE DISPOSED OF IN LANDFILLS, WHICH DO NOT EXCEED TWO (2) LBS./SQ. FT. OF THE BUILDING AREA, SHALL MEET THE MINIMUM 65-PERCENT CONSTRUCTION WASTE REDUCTION REQUIREMENTS IN SECTION 4.408.1. 4.408.5 DOCUMENTATION SHALL BE PROVIDED TO THE ENFORCING AGENCY WHICH DEMONSTRATES COMPLIANCE WITH SECTION 4.408.2, ITEMS 1 THROUGH 5, SECTION 4.408.3 OR SECTION 4.408.4. NOTES: 1. SAMPLE FORMS FOUND IN "A GUIDE TO THE CALIFORNIA GREEN BUILDING STANDARDS CODE (RESIDENTIAL)" LOCATED AT WWW.HCD.CA.GOV/CALGREEN.HTML MAY BE USED TO ASSIST IN DOCUMENTING COMPLIANCE WITH THIS SECTION. 2. MIXED CONSTRUCTION AND DEMOLITION DEBRIS (C&D) PROCESSORS CAN BE LOCATED AT THE CALIFORNIA DEPARTMENT OF RESOURCES RECYCLING AND RECOVERY (CALRECYCLE).</div></div><div><div>SECTION 4.410 BUILDING MAINTENANCE & OPERATION</div><div><div>4.410.1</div><div>AT THE TIME OF FINAL INSPECTION, A MANUAL, COMPACT DISK, WEB-BASED REFERENCE OR OTHER MEDIA ACCEPTABLE TO THE ENFORCING AGENCY WHICH INCLUDES ALL OF THE FOLLOWING SHALL BE PLACED IN THE BUILDING: 1. DIRECTIONS TO THE OWNER OR OCCUPANT THAT THE MANUAL SHALL REMAIN WITH THE BUILDING THROUGHOUT THE LIFE CYCLE OF THE STRUCTURE. 2. OPERATION AND MAINTENANCE INSTRUCTIONS FOR THE FOLLOWING: A. EQUIPMENT AND APPLIANCES, INCLUDING WATER-SAVING DEVICES AND SYSTEMS, HVAC SYSTEMS, WATER-HEATING SYSTEMS, AND OTHER MAJOR APPLIANCES AND EQUIPMENT. B. ROOF AND YARD DRAINAGE, INCLUDING GUTTERS AND DOWNSPOUTS. C. SPACE CONDITIONING SYSTEMS, INCLUDING CONDENSERS AND AIR FILTERS. D. LANDSCAPE IRRIGATION SYSTEMS. E. WATER REUSE SYSTEMS. 3. INFORMATION FROM LOCAL UTILITY, WATER AND WATER RECOVERY PROVIDERS ON METHODS TO FURTHER REDUCE RESOURCE CONSUMPTION, INCLUDING RECYCLE PROGRAMS AND LOCATIONS. 4. PUBLIC TRANSPORTATION AND/OR CARPOOL OPTIONS AVAILABLE IN THE AREA. 5. EDUCATIONAL MATERIAL ON THE POSITIVE IMPACTS OF AN INTERIOR RELATIVE HUMIDITY BETWEEN 30-60 PERCENT AND WHAT AN OCCUPANT MAY USE TO MAINTAIN THE RELATIVE HUMIDITY LEVEL IN THAT RANGE. 6. INFORMATION ABOUT WATER-CONSERVING LANDSCAPE AND IRRIGATION DESIGN AND CONTROLLERS WHICH CONSERVE WATER. 7. INSTRUCTIONS FOR MAINTAINING GUTTERS AND DOWNSPOUTS AND THE IMPORTANCE OF DIVERTING WATER AT LEAST 5 FEET AWAY FROM THE FOUNDATION. 8. INFORMATION ON REQUIRED ROUTINE MAINTENANCE MEASURES, INCLUDING, BUT NOT LIMITED TO, CAULKING, PAINTING, GRADING AROUND THE BUILDING, ETC. 9. INFORMATION ABOUT STATE SOLAR ENERGY AND INCENTIVE PROGRAMS AVAILABLE. 10. A COPY OF ALL SPECIAL INSPECTION VERIFICATIONS REQUIRED BY THE ENFORCING AGENCY OR THIS CODE.</div></div><div><div>SECTION 4.504 POLLUTION CONTROL</div><div><div>4.504.1</div><div>AT THE TIME OF ROUGH INSTALLATION, DURING STORAGE ON THE CONSTRUCTION SITE AND UNTIL FINAL STARTUP OF THE HEATING, COOLING AND VENTILATION EQUIPMENT, ALL DUCT AND OTHER RELATED AIR DISTRIBUTION COMPONENT OPENINGS SHALL BE COVERED WITH TAPE, PLASTIC, SHEETMETAL OR OTHER METHODS ACCEPTABLE TO THE ENFORCING AGENCY TO REDUCE THE AMOUNT OF WATER, DUST AND DEBRIS, WHICH MAY ENTER THE SYSTEM. 4.504.2.3 AEROSOL PAINTS AND COATINGS SHALL MEET THE PRODUCT-WEIGHTED MIR LIMITS FOR ROC IN SECTION 94522(A)(3) AND OTHER REQUIREMENTS, INCLUDING PROHIBITIONS ON USE OF CERTAIN TOXIC COMPOUNDS AND OZONE DEPLETING SUBSTANCES, IN SECTION 94522(C)(2) AND (D)(2) OF CALIFORNIA CODE OF REGULATIONS, TITLE 17, COMMENCING WITH SECTION 94520; AND IN AREAS UNDER THE JURISDICTION OF THE BAY AREA AIR QUALITY MANAGEMENT DISTRICT ADDITIONALLY COMPLY WITH THE PERCENT VOC BY WEIGHT OF PRODUCT LIMITS OF REGULATION 8, RULE 49.</div></div><div><div>SECTION 4.506 INDOOR AIR QUALITY AND EXHAUST</div><div><div>4.506.1</div><div>EACH BATHROOM SHALL BE MECHANICALLY VENTILATED AND SHALL COMPLY WITH THE FOLLOWING: 1. FANS SHALL BE "ENERGY STAR" COMPLIANT & BE DUCTED TO TERMINATE TO THE OUTSIDE OF THE BUILDING. 2. UNLESS FUNCTIONING AS A COMPONENT OF A WHOLE HOUSE VENTILATION SYSTEM, FANS MUST HAVE A HUMIDITY-CONTROL DEVICE. A. HUMIDITY CONTROLS SHALL BE CAPABLE OF ADJUSTMENT BETWEEN A RELATIVE HUMIDITY RANGE OF <= 50 PERCENT TO A MAXIMUM OF 80 PERCENT. A. HUMIDITY CONTROL MAY UTILIZE MANUAL OR AUTOMATIC MEANS OF ADJUSTMENT. B. A HUMIDITY CONTROL MAY BE A SEPARATE COMPONENT TO THE EXHAUST FAN AND IS NOT REQUIRED TO BE INTEGRAL (I.E., BUILT-IN). NOTES: 1. FOR THE PURPOSES OF THIS SECTION, A BATHROOM IS A ROOM WHICH CONTAINS A BATHTUB, SHOWER OR TUB/SHOWER COMBINATION. 2. LIGHTING INTEGRAL TO BATHROOM EXHAUST FANS SHALL COMPLY WITH THE CALIFORNIA ENERGY CODE.</div></div></div></div></div></div></div></div></div></div></div></div> |
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| <div><div>SECTION 4.504 POLLUTION CONTROL</div><div><div>4.504.1</div><div>AT THE TIME OF ROUGH INSTALLATION, DURING STORAGE ON THE CONSTRUCTION SITE AND UNTIL FINAL STARTUP OF THE HEATING, COOLING AND VENTILATION EQUIPMENT, ALL DUCT AND OTHER RELATED AIR DISTRIBUTION COMPONENT OPENINGS SHALL BE COVERED WITH TAPE, PLASTIC, SHEETMETAL OR OTHER METHODS ACCEPTABLE TO THE ENFORCING AGENCY TO REDUCE THE AMOUNT OF WATER, DUST AND DEBRIS, WHICH MAY ENTER THE SYSTEM. 4.504.2 FINISH MATERIALS SHALL COMPLY WITH THIS SECTION. 4.504.2.1 ADHESIVES, SEALANTS & CAULKS USED ON THE PROJECT SHALL MEET THE REQUIREMENTS OF THE FOLLOWING STANDARDS UNLESS MORE STRINGENT LOCAL OR REGIONAL AIR POLLUTION OR AIR QUALITY MANAGEMENT DISTRICT RULES APPLY: 1. ADHESIVES, ADHESIVE BONDING PRIMERS, ADHESIVE PRIMERS, SEALANTS, SEALANT PRIMERS, AND CAULKS SHALL COMPLY WITH LOCAL OR REGIONAL AIR POLLUTION OR AIR QUALITY MANAGEMENT DISTRICT RULES WHERE APPLICABLE OR SCQAMD RULE 1168 VOC LIMITS, AS SHOWN IN TABLE 4.504.1 OR 4.504.2, AS APPLICABLE. SUCH PRODUCTS ALSO SHALL COMPLY WITH THE RULE 1168 PROHIBITION ON THE USE OF CERTAIN TOXIC COMPOUNDS (CHLOROFORM, ETHYLENE DICHLORIDE, METHYLENE CHLORIDE, PERCHLOROETHYLENE AND TRICHLOROETHYLENE), EXCEPT FOR AEROSOL PRODUCTS, AS SPECIFIED IN SUBSECTION 2 BELOW. 2. AEROSOL ADHESIVES, AND SMALLER UNIT SIZES OF ADHESIVES, AND SEALANTS OR CAULKING COMPOUNDS (IN UNITS OF PRODUCT, LESS PACKAGING, WHICH DO NOT WEIGH MORE THAN 1 POUND AND DO NOT CONSIST OF MORE THAN 16 FLUID OUNCES) SHALL COMPLY WITH STATEWIDE VOC STANDARDS AND OTHER REQUIREMENTS, INCLUDING PROHIBITIONS ON USE OF CERTAIN TOXIC COMPOUNDS, OF CALIFORNIA CODE OF REGULATIONS, TITLE 17, COMMENCING WITH SECTION 94507. 4.504.2.2 ARCHITECTURAL PAINTS AND COATINGS SHALL COMPLY VOC LIMITS IN TABLE 1 OF THE ARB ARCHITECTURAL SUGGESTED CONTROL MEASURE, AS SHOWN IN TABLE 4.504.3, UNLESS MORE STRINGENT LOCAL LIMITS APPLY. THE VOC CONTENT LIMIT FOR COATINGS THAT DO NOT MEET THE DEFINITIONS FOR THE SPECIALTY COATINGS CATEGORIES IN TABLE 4.504.3 SHALL BE DETERMINED BY CLASSIFYING THE COATING AS FLAT, NONFLAT OR NONFLAT-HIGH GLOSS COATING, BASED ON ITS GLOSS, AS DEFINED IN SUBSECTION 4.21, 4.36 AND 4.37 OF THE 2007 CALIFORNIA AIR RESOURCES BOARD, SUGGESTED CONTROL MEASURE, AND THE CORRESPONDING FLAT, NONFLAT OR NONFLAT-HIGH GLOSS VOC LIMIT IN TABLE 4.504.3 SHALL APPLY. 4.504.2.3 AEROSOL PAINTS AND COATINGS SHALL MEET THE PRODUCT-WEIGHTED MIR LIMITS FOR ROC IN SECTION 94522(A)(3) AND OTHER REQUIREMENTS, INCLUDING PROHIBITIONS ON USE OF CERTAIN TOXIC COMPOUNDS AND OZONE DEPLETING SUBSTANCES, IN SECTION 94522(C)(2) AND (D)(2) OF CALIFORNIA CODE OF REGULATIONS, TITLE 17, COMMENCING WITH SECTION 94520; AND IN AREAS UNDER THE JURISDICTION OF THE BAY AREA AIR QUALITY MANAGEMENT DISTRICT ADDITIONALLY COMPLY WITH THE PERCENT VOC BY WEIGHT OF PRODUCT LIMITS OF REGULATION 8, RULE 49. 4.504.2.4 VERIFICATION OF COMPLIANCE WITH THIS SECTION SHALL BE PROVIDED AT THE REQUEST OF THE ENFORCING AGENCY. DOCUMENTATION MAY INCLUDE, BUT IS NOT LIMITED TO THE FOLLOWING: 1. MANUFACTURER'S PRODUCT SPECIFICATION 2. FIELD VERIFICATION OF ON-SITE PRODUCT CONTAINERS. 4.504.3 ALL CARPET INSTALLED IN THE BUILDING INTERIOR SHALL MEET THE TESTING & PRODUCT REQUIREMENTS OF ONE OF THE FOLLOWING: 1. CARPET & RUG INSTITUTE'S GREEN LABEL PLUS PROGRAM. 2. CALIFORNIA DEPARTMENT OF PUBLIC HEALTH "STANDARD METHOD FOR THE TESTING & EVALUATION OF VOLATILE ORGANIC CHEMICAL EMISSIONS FROM INDOOR SOURCES USING ENVIRONMENTAL CHAMBERS," VERSION 1.1, FEBRUARY, 2010 (ALSO KNOWN AS SPECIFICATION 01350). 3. NSF/ANSI 140 AT THE GOLD LEVEL. 4. SCIENTIFIC CERTIFICATION SYSTEM INDOOR ADVANTAGE (TM) GOLD LABEL PROGRAM. 4.504.3.1 ALL CARPET CUSHION INSTALLED IN THE BUILDING INTERIOR SHALL MEET THE REQUIREMENTS OF THE CARPET AND RUG INSTITUTE GREEN LABEL PROGRAM. 4.504.3.2 ALL CARPET ADHESIVES SHALL MEET THE REQUIREMENT OF TABLE 4.504.1. 4.504.4 WHERE RESILIENT FLOORING IS INSTALLED, AT LEAST 80 PERCENT OF THE FLOOR AREA RECEIVING RESILIENT FLOORING SHALL COMPLY WITH ONE OR MORE OF THE FOLLOWING: 1. VOC EMISSIONS LIMITS DEFINED IN THE COLLABORATIVE FOR HIGH PERFORMANCE SCHOOLS (CHPS) HIGH PERFORMANCE PRODUCTS DATABASE. 2. PRODUCTS COMPLY WITH THE GREENGUARD CHILDREN & SCHOOL PROGRAM. 3. CERTIFICATION UNDER THE RESILIENT FLOOR COVERING INSTITUTE (RFCI) FLOORSORE PROGRAM. 4. MEET THE CALIFORNIA DEPARTMENT OF PUBLIC HEALTH "STANDARD METHOD FOR THE TESTING & EVALUATION OF VOLATILE ORGANIC CHEMICAL EMISSIONS FROM INDOOR SOURCES USING ENVIRONMENTAL CHAMBERS," VERSION 1.1, FEBRUARY, 2010 (ALSO KNOWN AS SPECIFICATION 01350). 4.504.5 HARDWOOD PLYWOOD, PARTICLEBOARD AND MEDIUM DENSITY FIBERBOARD COMPOSITE WOOD PRODUCTS USED ON THE INTERIOR OR EXTERIOR OF THE BUILDING SHALL MEET THE REQUIREMENTS FOR LOW FORMALDEHYDE AS SPECIFIED IN ARB'S AIR TOXICS CONTROL MEASURE FOR COMPOSITE WOOD (17 CCR 93120 ET SEQ.), BY OR BEFORE THE DATES SPECIFIED IN THOSE SECTIONS AS SHOWN IN TABLE 4.504.4. 4.504.5.1 VERIFICATION OF COMPLIANCE WITH THIS SECTION SHALL BE PROVIDED AT THE REQUEST OF THE ENFORCING AGENCY. DOCUMENTATION SHALL INCLUDE, BUT IS NOT LIMITED TO THE FOLLOWING: 1. PRODUCT CERTIFICATION AND SPECIFICATION. 2. CHAIN OF CUSTODY CERTIFICATION. 3. PRODUCT LABELED AND INVOICED AS MEETING THE COMPOSITE WOOD PRODUCT REGULATION (SEE CCR, TITLE 17, SECTION 93120, ET SEQ.). 4. EXTERIOR GRADE PRODUCTS MARKED AS MEETING THE PS-1 OR PS-2 STANDARDS OF THE ENGINEERED WOOD ASSOCIATION, THE AUSTRALIAN AS/NZS 2269 OR EUROPEAN EN 336-35 STANDARD. 5. OTHER METHODS ACCEPTABLE TO THE ENFORCING AGENCY.</div></div><div><div>SECTION 4.505 INTERIOR MOISTURE CONTROL</div><div><div>4.505.2</div><div>CONCRETE SLAB FOUNDATIONS REQUIRED TO HAVE A VAPOR RETARDER BY THE CALIFORNIA BUILDING CODE, CHAPTER 19 OR CONCRETE SLAB-ON-GROUND FLOORS REQUIRED TO HAVE A VAPOR RETARDER BY THE CALIFORNIA RESIDENTIAL CODE, CHAPTER 5, SHALL ALSO COMPLY WITH THIS SECTION. 4.505.2.1 A CAPILLARY BREAK SHALL BE INSTALLED IN COMPLIANCE WITH AT LEAST OF THE FOLLOWING: 1. A 4-INCH THICK BASE OF 1/2-INCH (MM) OR LARGER CLEAN AGGREGATE SHALL BE PROVIDED WITH A VAPOR RETARDER IN DIRECT CONTACT WITH CONCRETE AND A CONCRETE MIX DESIGN, WHICH WILL ADDRESS BLEEDING, SHRINKAGE AND CURING. FOR ADDITIONAL INFORMATION, SEE AMERICAN CONCRETE INSTITUTE, ACI 302.2R-08. 2. OTHER EQUIVALENT METHODS APPROVED BY THE ENFORCING AGENCY. 3. A SLAB DESIGN SPECIFIED BY A LICENSED DESIGN PROFESSIONAL. 4.505.3 BUILDING MATERIALS WITH VISIBLE SIGNS OF WATER DAMAGE SHALL NOT BE INSTALLED. WALL & FLOOR FRAMING SHALL NOT BE ENCLOSED WHEN THE FRAMING MEMBERS EXCEED 19-PERCENT MOISTURE CONTENT. MOISTURE CONTENT SHALL BE VERIFIED IN COMPLIANCE WITH THE FOLLOWING: 1. MOISTURE CONTENT SHALL BE DETERMINED WITH EITHER A PROBE-TYPE OR CONTACT-TYPE MOISTURE METER. EQUIVALENT MOISTURE VERIFICATION METHODS MAY BE APPROVED BY THE ENFORCING AGENCY AND SHALL SATISFY REQUIREMENTS FOUND IN SECTION 101.8 OF THIS CODE. 2. MOISTURE READINGS SHALL BE TAKEN AT A POINT 2 FEET TO 4 FEET FROM THE GRADE STAMPED END OF EACH PIECE TO BE VERIFIED. 3. AT LEAST THREE RANDOM MOISTURE READINGS SHALL BE PERFORMED ON WALL AND FLOOR FRAMING WITH DOCUMENTATION ACCEPTABLE TO THE ENFORCING AGENCY PROVIDED AT THE TIME OF APPROVAL TO ENCLOSE THE WALL AND FLOOR FRAMING. INSULATION PRODUCTS WHICH ARE VISIBLY WET OR HAVE A HIGH MOISTURE CONTENT SHALL BE REPLACED OR ALLOWED TO DRY PRIOR TO ENCLOSURE IN WALL OR FLOOR CAVITIES. WET-APPLIED INSULATION PRODUCTS SHALL FOLLOW THE MANUFACTURERS' DRYING RECOMMENDATIONS PRIOR TO ENCLOSURE.</div></div><div><div>SECTION 4.506 INDOOR AIR QUALITY AND EXHAUST</div><div><div>4.506.1</div><div>EACH BATHROOM SHALL BE MECHANICALLY VENTILATED AND SHALL COMPLY WITH THE FOLLOWING: 1. FANS SHALL BE "ENERGY STAR" COMPLIANT & BE DUCTED TO TERMINATE TO THE OUTSIDE OF THE BUILDING. 2. UNLESS FUNCTIONING AS A COMPONENT OF A WHOLE HOUSE VENTILATION SYSTEM, FANS MUST HAVE A HUMIDITY-CONTROL DEVICE. A. HUMIDITY CONTROLS SHALL BE CAPABLE OF ADJUSTMENT BETWEEN A RELATIVE HUMIDITY RANGE OF <= 50 PERCENT TO A MAXIMUM OF 80 PERCENT. A. HUMIDITY CONTROL MAY UTILIZE MANUAL OR AUTOMATIC MEANS OF ADJUSTMENT. B. A HUMIDITY CONTROL MAY BE A SEPARATE COMPONENT TO THE EXHAUST FAN AND IS NOT REQUIRED TO BE INTEGRAL (I.E., BUILT-IN). NOTES: 1. FOR THE PURPOSES OF THIS SECTION, A BATHROOM IS A ROOM WHICH CONTAINS A BATHTUB, SHOWER OR TUB/SHOWER COMBINATION. 2. LIGHTING INTEGRAL TO BATHROOM EXHAUST FANS SHALL COMPLY WITH THE CALIFORNIA ENERGY CODE.</div></div><div><div>SECTION 4.507 ENVIRONMENTAL COMFORT</div><div><div>4.507.2</div><div>HEATING & AIR CONDITIONING SYSTEMS SHALL BE SIZED, DESIGNED AND HAVE THEIR EQUIPMENT SELECTED USING THE FOLLOWING METHODS: 1. HEAT LOSS AND GAIN AS ESTABLISHED ACCORDING TO ANSI/ACCA 2 MANUAL J- 2004 (RESIDENTIAL LOAD CALCULATION), ASHRAE HANDBOOKS OR OTHER EQUIVALENT DESIGN SOFTWARE OR METHODS. 2. DUCT SYSTEM ARE SIZED ACCORDING TO ANSI/ACCA 1 MANUAL D- 2009 (RESIDENTIAL DUCT SYSTEMS), ASHRAE HANDBOOKS OR OTHER EQUIVALENT DESIGN SOFTWARE OR METHODS. 3. SELECT HEATING AND COOLING EQUIPMENT ACCORDING TO ANSI/ACCA 3 MANUAL S- 2004 (RESIDENTIAL EQUIPMENT SELECTION) OR OTHER EQUIVALENT DESIGN SOFTWARE OR METHODS. EXCEPTION: USE OF ALTERNATE DESIGN TEMPERATURES NECESSARY TO ENSURE FUNCTIONALITY ARE ACCEPTABLE.</div></div><div><div>CHAPTER 7- INSTALLER & SPECIAL INSPECTOR (QUALIFICATIONS & VERIFICATIONS)</div><div><div>702.1</div><div>HVAC SYSTEM INSTALLERS SHALL BE TRAINED AND CERTIFIED IN THE PROPER INSTALLATION OF HVAC SYSTEMS AND EQUIPMENT BY A RECOGNIZED TRAINING OR CERTIFICATION PROGRAM. EXAMPLES OF ACCEPTABLE HVAC TRAINING AND CERTIFICATION PROGRAMS, INCLUDE, BUT ARE NOT LIMITED TO THE FOLLOWING: 1. STATE CERTIFIED APPRENTICESHIP PROGRAMS. 2. PUBLIC UTILITY TRAINING PROGRAMS. 3. TRAINING PROGRAMS SPONSORED BY TRADE, LABOR OR STATEWIDE ENERGY CONSULTING OR VERIFICATION ORGANIZATIONS. 4. PROGRAMS SPONSORED BY MANUFACTURING ORGANIZATIONS. 5. OTHER PROGRAMS ACCEPTABLE TO THE ENFORCING AGENCY.. 702.2 SPECIAL INSPECTORS MUST BE QUALIFIED AND ABLE TO DEMONSTRATE COMPETENCE TO THE ENFORCING AGENCY IN THE DISCIPLINE IN WHICH THEY ARE INSPECTING. 703.1 DOCUMENTATION OF COMPLIANCE SHALL INCLUDE, BUT IS NOT LIMITED TO, CONSTRUCTION DOCUMENTS, PLANS, SPECIFICATIONS, BUILDER OR INSTALLER CERTIFICATION, INSPECTION REPORTS, OR OTHER METHODS ACCEPTABLE TO THE LOCAL ENFORCING AGENCY. OTHER SPECIFIC DOCUMENTATION OR SPECIAL INSPECTIONS NECESSARY TO VERIFY COMPLIANCE ARE SPECIFIED IN APPROPRIATE SECTIONS OF CALGREEN.</div></div></div></div></div></div></div> |
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Ph. (559) 308-8101
amgdrafting@att.net
Alex M. Guzman



REVISIONS

PROPOSED TRIPLEX FOR:

MARIA ESCALANTE

113 NINTH STREET FOWLER CA 93625

Date: JAN/2022
Dwn. by: JA
Chk. by: AMG
Scale: 1/4"=1'-0"
Job # 2016-033
Sheet



CITY COUNCIL OF THE CITY OF FOWLER

ITEM NO: 9-Biii

REPORT TO THE CITY COUNCIL

February 7, 2023

FROM DAWN E. MARPLE, City Planner

SUBJECT

Actions pertaining to Conditional Use Permit No. 19-02 for a request to construct a 34-room, two-story hotel and a 2,150-square foot residence, at 312 West Tuolumne Street (APN: 343-110-13).

1. ADOPT a categorical exemption pursuant to the California Environmental Quality Act (CEQA) Guidelines Section 15332
2. APPROVE Resolution No. 2625, reversing the Planning Commission's decision and approving Conditional Use Permit No. 19-02

RECOMMENDATION

Staff recommend the City Council reverse the Planning Commission's decision and approve Resolution No. 2625 to approve Conditional Use Permit (CUP) Application No. 19-02, subject to the conditions of approval, and finding that the Project is exempt from CEQA pursuant to CEQA Guidelines Section 15332.

While the Planning Commission technically denied the Project by not taking an action on the project, the Planning Commission did not make findings in its inaction. Therefore, staff cannot infer its recommendation.

The decision of the City Council is final. The City Council is empowered to grant or deny applications for CUPs and to impose reasonable conditions upon granting approval.

BACKGROUND

The Planning Commission held three (3) public hearings on the aforementioned Conditional Use Permit. The first two (2) hearings resulted in a request to refer back to staff for the following reasons: revised site plan, revised elevations, and feedback from the City's new Chief of Police. These requests were fulfilled. On November 3, 2022, the Planning Commission technically denied the Conditional Use Permit without findings by not formally taking an action. (Two (2) failed motions were made.)

The subject parcel is zoned C-2 (Community Commercial), within the Highway Beautification (HB) Overlay District, and is planned for Community Commercial land uses by the City of Fowler General Plan. The site, approximately 0.89 acres, is currently vacant and is located on the north side of West Tuolumne Street between State Route 99 and North 10th Street (APN 343-110-13). Hotel and residential uses are subject to a Conditional Use Permit in accordance with Section 9-5.1105 of the Fowler Zoning Ordinance. Residential uses in the C-2 zone district must be placed above or to the rear of the permitted use, and are subject to the RM-3 zone district standards.

The Project's public street frontage along Tuolumne Street is not normal. The half of Tuolumne Street opposite of the project was vacated in 2006 as part of the La Quinta Inn project in order to accommodate its parking lot and circulation behind the hotel. Despite lacking half of the typical street, the Project has sufficient street width to accommodate the proposed traffic. The California Building Code ensures that noise levels inside the rooms will not exceed 45 decibels, a standard that has to be met for residential homes as well. Furthermore, staff has conditioned the project to install a stop sign at the intersection of Tuolumne Street and 10th Street to reduce vehicular conflicts. Additionally, the project proposes to vacate a portion of Tuolumne Street to remove the existing half cul-de-sac. A separate application for the vacation will be required to be submitted for City Council consideration.

The Development Review Committee reviewed the Project and approved the building elevations subject to the recommendations outlined in the attached letter dated, March 23, 2022. The proposed elevations can be found under Figure 5. In addition to the Development Review Committee, staff has verified that the project conforms to the higher quality aesthetic requirements under the Highway Beautification Overlay ordinance.

APPEAL

The applicant submitted an appeal of the Planning Commission's decision on November 10, 2022, within the required ten (10) day period.

CONDITIONAL USE PERMIT FINDINGS

Findings are required to be made, whether the action is to approve or deny. As all findings must be made in order to approve a Conditional Use Permit, a denial must make at least one of the findings in the negative (and must provide findings for all).

The zoning ordinance requires the City Council to make the following findings for approval of a CUP:

- 1. The site for the proposed use is adequate in size and shape to accommodate such use and all yards, spaces, walls and fences, parking, loading, landscaping and other features required by the Zoning Ordinance.***

Conditional Use Permit Application No. 19-02 is proposed on approximately 0.89 acres and the proposed site is adequate size and shape to accommodate all of the proposed uses as it complies with all setbacks, and parking aisle and stall dimension requirements. The project, as conditioned, will accommodate turning movements for the largest expected vehicle for each proposed use. The site will accommodate the uses pursuant to the Fowler Zoning Ordinance.

2. *The site for the proposed use relates to streets and highways adequate in width and pavement type to carry the quantity and kind of traffic generated by the proposed use.*

While half of Tuolumne Street was abandoned to accommodate the La Quinta Inn project, the existing surrounding streets are of adequate size and capacity to facilitate the amount of traffic that will be generated by the proposed use. The Project has been conditioned to reposition the building and other site features in order to accommodate emergency vehicles, as well as to install a stop sign at Tuolumne and 10th Streets. The Southwest Area Traffic Study prepared in 2015 analyzed this area and determined there would be no impacts to traffic.

3. *The proposed use will have no adverse effect upon abutting property or the use thereof.*

Operation of Conditional Use Permit Application No. 19-02 will not impact abutting property as the surrounding properties are zoned C-2 and C-H and planned for commercial uses. The hotel use, as well as its parking lot, are conditioned to be placed as far away as possible from adjacent legal non-conforming residential uses. All lights are required to be hooded and placed in a fashion as not to cause light or glare to spill onto adjacent properties. The building will reduce the level of existing freeway noise experienced by neighboring properties, including the additional noise from traffic.

4. *The conditions established by the Planning Commission and stated in the Resolution for the Conditional Use Permit are deemed necessary to protect the public health, safety and general welfare.*

The conditions of approval will serve to accommodate the proposed uses while protecting the health, safety, and welfare of the public. Conditions of approval are based upon standards contained within the Fowler General Plan and the Fowler Zoning Ordinance. Further, the proposed conditions of approval will serve to implement the goals and objectives of the General Plan, which itself is intended to provide for logical and orderly development of the City in a manner that is beneficial to its residents.

ENVIRONMENTAL FINDINGS

The City, as the Lead Agency under the California Environmental Quality Act (CEQA) determined that the proposed project is categorically exempt from CEQA through a Class 32 In-Fill Development exemption. (CEQA Guidelines § 15332.) The Project meets the conditions required for the exemption, specifically:

- (a) The Project is consistent with the City's applicable general plan policies and zoning regulations and designations.
- (b) The Project Site is located within the incorporated city limits and is less than five (5) acres, and is surrounded by urban uses. The Project Site is approximately 0.89 acres.

- (c) The Project Site is located on the north side of West Tuolumne Street between State Route 99 and North 10th Street on a vacant lot. The site provides no value as a habitat for endangered, threatened, or rare species.
- (d) The Project will not exceed VMT or Air District thresholds. Water quality will not be impacted as runoff will be directed to existing retention basins. The placement of the building between SR 99 and existing residences will cause a reduction in noise levels.
- (e) The Project Site is located of the City where it can be adequately served by the City's utilities and public services.

CONFLICTS OF INTEREST

Staff are not aware of any potential conflicts of interest.

Attachments:

- Figure 1 – Aerial Photo
- Figure 2 – Zoning Map
- Figure 3 – General Plan Land Use Map
- Figure 4 – Site Plan
- Figure 5 – Elevations
- City Council Resolution No. 2625
- Attachment A – Conditions of Approval
- Design Review Committee Letter

Figure 1 – Aerial Photo



Figure 2 – Zoning Map

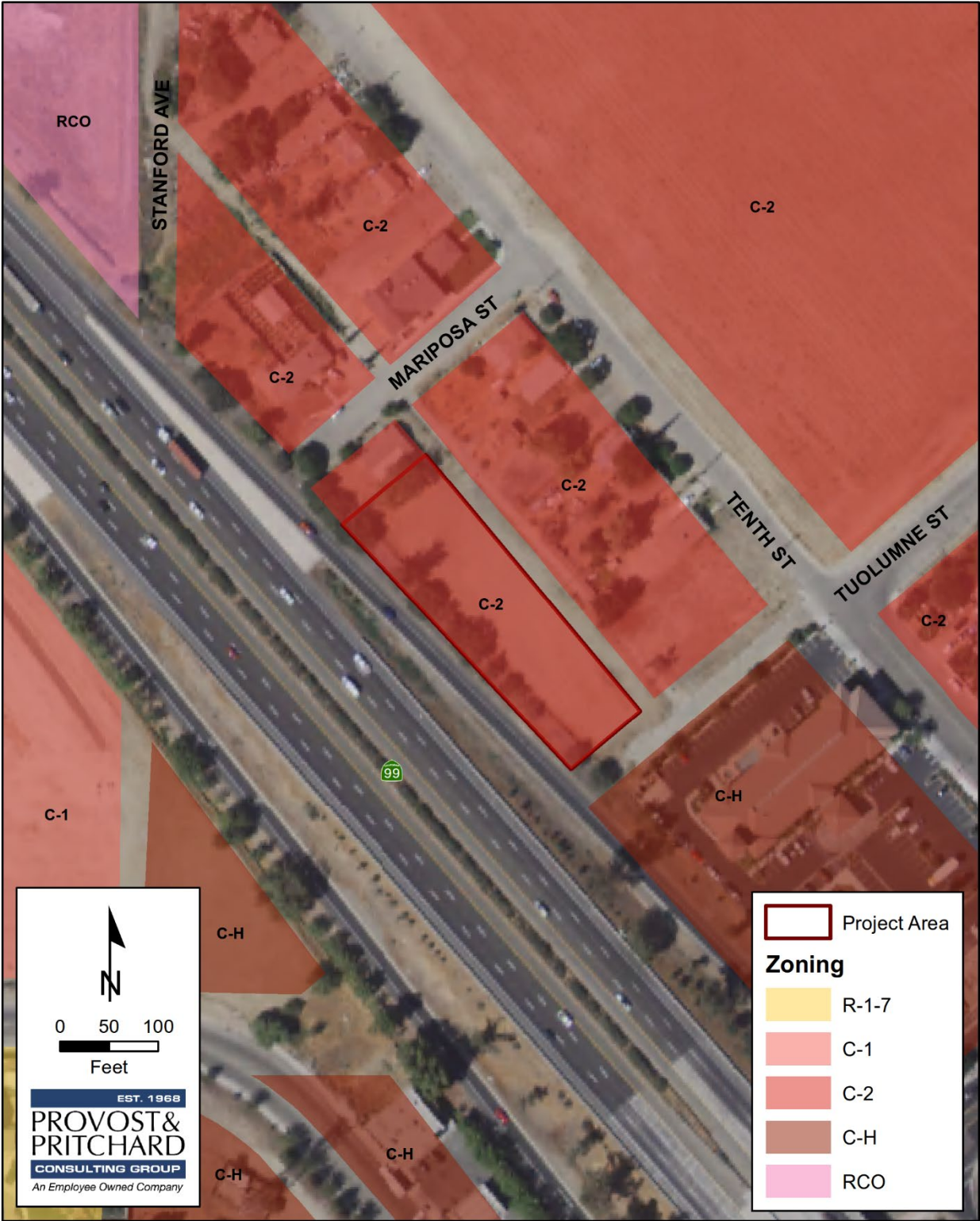


Figure 3 – General Plan Land Use Map

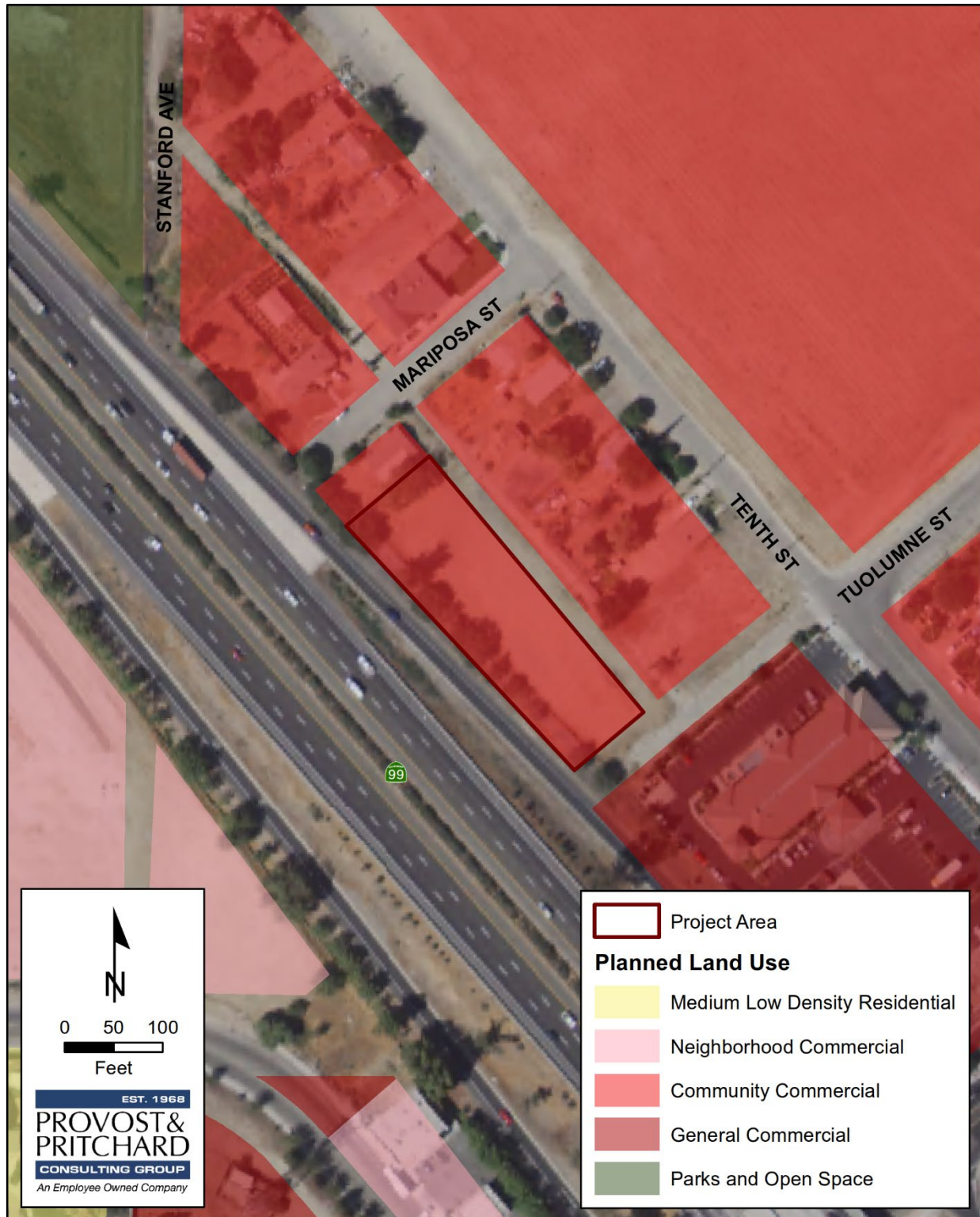
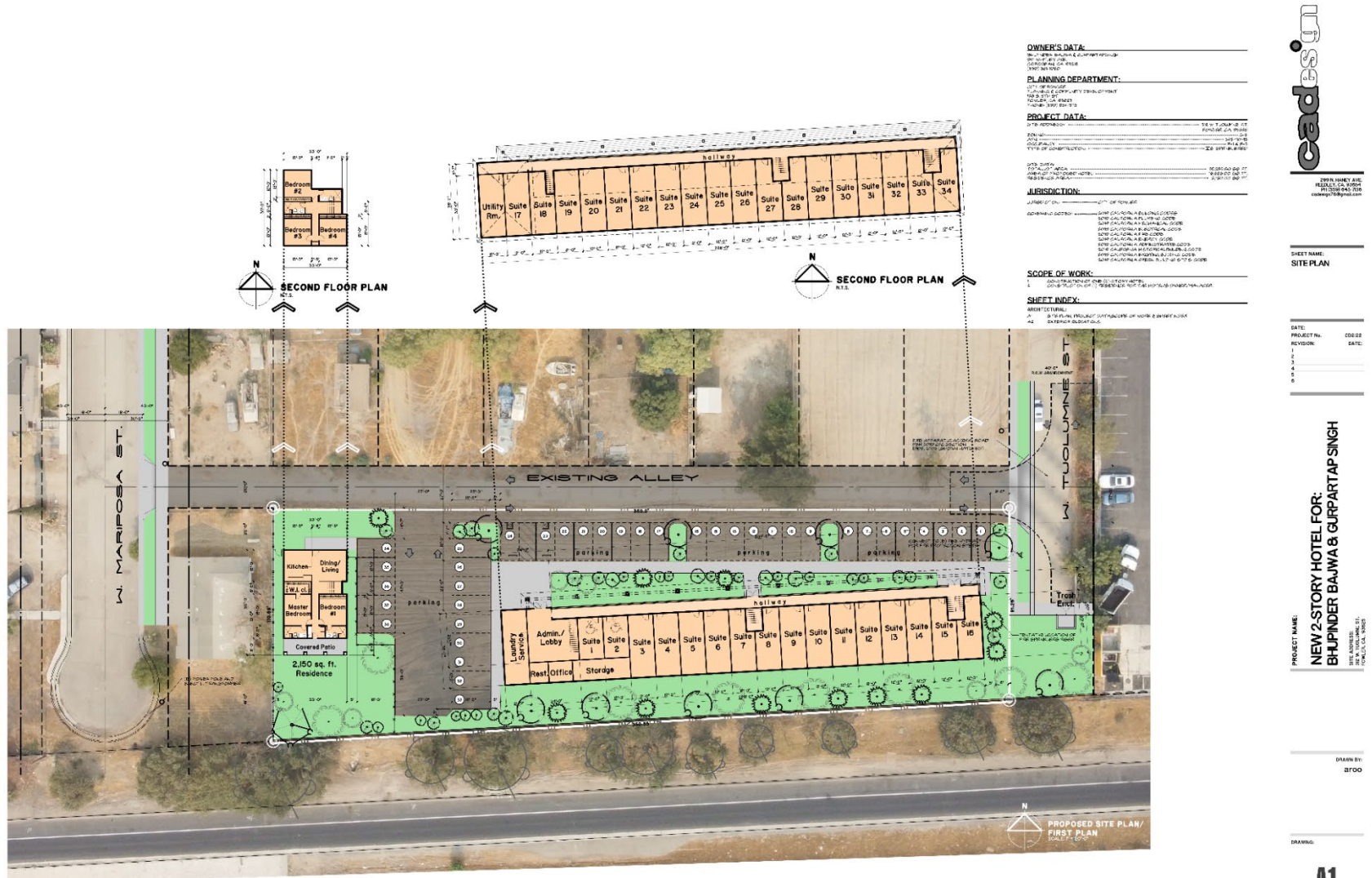


Figure 4 – Site Plan



cadss
10001 HUNTER AVE
SUITE 100
LOS ANGELES, CA 90024
(310) 473-3100
www.cadss.com

PROJECT NAME:
NEW 2-STORY HOTEL FOR:
BHPINDER BAJWA & GURPARTAP SINGH

DATE:
PROJECT NO.: 19-02
REVISION: 1
DATE: 02/07/2023

DRAWN BY:
ARGO

DRAWING:
A1

Figure 5 – Elevations



RESOLUTION NO. 2625

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FOWLER, COUNTY OF FRESNO, STATE OF CALIFORNIA REVERSING THE PLANNING COMMISSION'S DENIAL AND APPROVING CONDITIONAL USE PERMIT NO. 19-02, AND TO ADOPT A CATEGORICAL EXEMPTION PURSUANT TO CEQA GUIDELINES SECTION 15332.

WHEREAS, the City received an application for Conditional Use Permit 19-02 to allow for the establishment of the proposed Bajwa Project ("Project") in a C-2 zone district, on an approximately 0.89-acre parcel (APN: 343-110-13) at 312 West Tuolumne Street, located on the north side of West Tuolumne Street between State Route 99 and North 10th Street; and

WHEREAS, the subject application was deemed complete by the Fowler Planning Department and has been reviewed for compliance with the Fowler Zoning Ordinance; and

WHEREAS, the Project requires approval of a Conditional Use Permit in accordance with Article 25 of the Fowler Zoning Ordinance; and

WHEREAS, the City has determined that the Project is categorically exempt under the California Environmental Quality Act (CEQA) in accordance with CEQA Guidelines Section 15332, In-fill Development Projects, and that no additional environmental analysis is required; and

WHEREAS, the Planning Commission of the City of Fowler, on October 1, 2020, requested a revised site plan and elevations; and

WHEREAS, the Planning Commission of the City of Fowler, on October 6, 2022, requested new elevations and that the applicant meet with the new Chief of Police; and

WHEREAS, the Planning Commission of the City of Fowler, on November 3, 2022, technically denied the Project; and

WHEREAS, the applicant submitted an appeal of the Planning Commission's decision on November 10, 2022; and

WHEREAS, a public hearing notice was duly published informing the public that the appeal would be considered for approval at the City Council meeting held on February 7, 2023 at 7:00 p.m.; and

WHEREAS, the City Council reviewed the appeal and the proposed Conditional Use Permit together with the Categorical Exemption at the Regular Meeting on February 7, 2023; and

WHEREAS, the City Council, after reviewing and considering the staff report, categorical exemption, and all evidence presented by the Planning Commission's regular meeting on November 3, 2022, including oral and written public testimony on the Project and the Categorical

Exemption, and which is herein incorporated by this reference, did make the following findings with regard to the Conditional Use Permit 19-02 for the Project:

1. The site for the proposed use is adequate in size and shape to accommodate the use and all yards, spaces, walls and fences, parking, loading, landscaping and other features required by the Zoning Ordinance.
2. The site for the proposed use relates to streets and highways adequate in width and pavement type to carry the quantity and kind of traffic generated by the proposed use. No significant effects on the surrounding street system are anticipated.
3. The proposed use will have no adverse effect upon abutting property or the use thereof.
4. The conditions established by the Planning Commission and attached to this Resolution for Conditional Use Permit 19-02 are deemed necessary to protect the public health, safety and general welfare.

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

1. Reverses the decision of the Planning Commission of the City of Fowler to technically deny Conditional Use Permit No. 19-02, and approve applicant's application for Conditional Use Permit No. 19-02 for the Project, subject to the conditions contained in Attachment "A."
2. Adopts a Class 32 categorical exemption from further environmental review pursuant to CEQA Guidelines Section 15332.

PASSED, APPROVED AND ADOPTED this 7th day of February 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

ATTACHMENT “A”
CONDITIONS OF APPROVAL
CONDITIONAL USE PERMIT NO. 19-02
(TUOLUMNE STREET)

General Conditions

1. Approval of this conditional use permit and the associated site plan shall be valid for a period not to exceed one year from the date of approval unless a building permit for the facility described herein has been issued by the Building Department and construction is being diligently pursued. The owner may request an extension of up to one additional year via written request to the Planning Department submitted not less than thirty days prior to expiration of this approval. As there are two (2) buildings on the site, once a building permit is facilitated for one of the proposed buildings construction of the second building will not be held to any time limits.
2. Development of the site shall be in substantial conformance with these conditions or the direction of the Planning Commission, including:
 - A. The majority of parking stalls shall be arranged between the hotel building and the alley.
 - B. The residence shall be placed on the property furthest from Tuolumne Street.
 - C. Access to the property shall be taken only from the alley.
3. Any free standing or occupancy signs are subject to review and approval by the Director by means of a separate Sign Review process.
4. All conditions shall be satisfied prior to occupancy approval for any portion of the project. Failure to comply with all conditions of approval shall be grounds for the imposition of penalties, suspension of the permit, modification of the permit, or revocation of the permit.
5. The operator shall keep the exterior premises free of trash and debris. Graffiti shall be removed or covered within 48 hours of its discovery by the applicant, manager, or any employee.
6. Any business operating on the site and all contractors or sub-contractors working in the City must obtain a business license from the Finance Department at Fowler City Hall.
7. The operator shall report applicable sales tax revenue to the State.
8. All lighting shall be hooded and directed to not shine towards adjacent properties and public streets.
9. Drive aisles shall be kept unobstructed at all times. Vehicles shall not block driveways.
10. A copy of these conditions must be kept on the premises and be shown to any requesting City official. Failure to comply with all conditions of approval shall be grounds for the imposition of penalties, modification of the permit, or revocation of the permit.

11. All business and processes shall be conducted within a completely enclosed structure, except for off-street parking and loading areas, service stations, outdoor dining areas, nurseries, garden shops, signs, Christmas tree sales lots, bus depots, and transit stations, public utility stations and car sales.
12. No use shall be permitted, and no process, equipment or materials shall be used that are found by the City to be objectionable to persons living or working in the vicinity by reasons of odor, fumes, dust, smoke, cinders, dirt, refuse, water-carried waste, noise, vibration, illumination, glare, or unsightliness or to involve any hazard of fire or explosion.

Hotel Property Development Standards

13. All provisions of the C-2 (Community Commercial) zone district shall apply.
14. The maximum building height shall be fifty (50) feet.
**Please provide elevations of all buildings to the Planning Department for review and approval prior to submittal for building permits.
15. The minimum distance between a dwelling and another structure shall be ten (10) feet.

Aesthetics

16. The Development Review Committee reviewed Conditional Use Permit Application No. 19-02 on March 22, 2022 and approved the submitted elevations with the recommendations outlined in the attached letter, dated March 23, 2022.

Residential Dwelling Property Development Standards

17. The residence shall comply with the site area, coverage and yard requirements of the RM-3 (Multi-Family Residential) zone district.
18. The minimum front yard shall be fifteen (15) feet. Any mechanical equipment, including fixed pool equipment such as pumps, filters, diving boards and slides, shall not be located within the front yard or less than five (5) feet from an adjoining side property line.
19. The minimum rear yard shall be ten (10) feet. Where construction involves more than one (1) story, the rear yard shall be increased by three (3) feet for each additional story.
20. The minimum side yard shall be five (5) feet, subject to the following conditions:
 - A. On a reverse corner lot, the side yard adjoining the street shall be not less than fifteen (15) feet.
 - B. On a corner lot, the side yard adjoining a street shall be not less than ten (10) feet.
 - C. The side yard shall be increased by three (3) feet for each additional story over one (1) story; provided, however, that the side yard on the street side of a corner lot need not be greater than five (5) feet.
 - D. A side yard providing access to more than one (1) unit shall be not less than ten (10) feet.

Highway Beautification Overlay Standards

21. All provisions of the Highway Beautification Overlay District shall apply.

22. Pursuant to Section 9-5.1907 of the Fowler Zoning Ordinance along lot lines adjacent to at-grade or elevated highway sections, a landscaped buffer of no less than 20-feet shall be provided.
23. In accordance with Section 9-5.1907, subdivision (L) of the Fowler Zoning Ordinance any building wall visible from the highway shall be detailed and treated equally in terms of appearance to the front of the building.
24. In accordance with Section 9-5.1907, subdivision (M) of the Fowler Zoning Ordinance utility and mechanical equipment such as heating units, air conditioners, antennas, satellite dishes, HVAC units, or similar devices shall be integrated into the design of the building or situated on the site so that they are not visible from the highway. When this is not possible, the equipment shall be screened from view of the highway by a masonry wall or other method acceptable by the City.
25. In accordance with Section 9-5.1907, subdivision (N) of the Fowler Zoning Ordinance trash and recycling areas shall be situated on the site so that they are not visible from the highway. When this is not possible, the trash and recycling areas shall be screened from view of the highway by a masonry wall or other method acceptable to the City.
26. In accordance with Section 9-5.1907, subdivision (O) of the Fowler Zoning Ordinance loading areas shall be situated on the site so that they are not visible from the highway. When this is not possible, the loading areas shall be screened from view from the highway by a masonry wall or other method acceptable to the City.

Off-Street Parking and Loading Standards

27. One (1) parking space shall be provided for each guest room, plus one (1) space for each employee on the maximum shift. No additional parking spaces are required for the caretaker residence.
28. Prior to the issuance of a building permit verification of the required number of parking stalls shall be determined adequate by the Planning Department.
29. Improvements shall include handicap parking stalls and an ADA accessible sidewalk providing access to the front door of the buildings the parking lot serves. These spaces shall meet the State standards.
30. All parking areas shall have adequate ingress and egress to and from a street or alley. Sufficient room for turning and maneuvering vehicles shall be provided on the site. Bumper rails or other barriers shall be provided where needed for safety or to protect property, as determined by the City.
31. Entrances and exits to parking lots and other parking facilities shall be provided only at locations approved by the City.
32. Each parking space shall not be less than 20-feet in length and 9-feet in width, exclusive of aisles and access drives, except that up to thirty (30) percent of all spaces may be provided for compact cars and such spaces not less than 9-feet in width and 16-feet in length, and marked for compact cars.
33. Parking lot lighting shall be deflected away from abutting sites so as not to cause annoying glare.

34. No commercial repair work or servicing of vehicles shall be conducted at a parking site.
35. In accordance with Section 9-5.2007 of the Fowler Zoning Ordinance, at all points along streets or sidewalks (excepting points of access to the parking lot or area), a concrete curb or timber barrier not less than 6-inches high shall be installed and maintained.
36. In accordance with Section 9-5.2008 of the Fowler Zoning Ordinance, any plan for off-street parking facilities shall be accompanied by a landscape plan. All off-street parking facilities shall conform with the following standards:
 - A. A plot plan indicating the location of all landscaping.
 - B. Not less than five percent (5%) of a parking lot comprising of up to twenty (20) parking spaces shall be landscaped and continually maintained.
 - C. Not less than ten percent (10%) of a parking lot comprising of more than twenty (20) parking stalls shall be landscaped and continuously maintained.
 - D. Not more than ten (10) consecutive parking stalls shall be allowed without an approved landscaped tree well of twenty (20) square feet or more.

Landscaping Standards

37. Landscaping shall be provided in accordance with Fowler Zoning Ordinance Section 9-5.21.12.
38. Landscaping shall be kept free from weeds and litter.
39. Parking Lot Shading. Fifty (50) percent of paved parking lot surfaces shall be shaded by tree canopies within fifteen (15) years of planting.
40. Landscaping shall be provided in accordance with Fowler Zoning Ordinance Section 9-5.21.12.

Selma-Kingsburg-Fowler County Sanitation District Comments

41. The proposed commercial development is estimated at 20-30 Equivalent Single-Family Residences (ESFR's). The actual ESFR's would be determined as the project may progress.
42. Submit detailed Floor and Plumbing Plans of the building for a sewer evaluation.
43. Install a 6-inch minimum SS lateral with cleanout and box at the property line.
44. Install industry standard sewer backflow device on the 6-inch sewer service. Backflow device shall be installed on-site and maintained by the property owner.
45. Complete and submit the attached commercial sewer connection application.
46. The building shall be metered separately from landscaping.
47. Applicant to pay for the sewer connection permit prior to issuance of the building permit.

Public Works/Fire Department Comments

48. Submit a site plan showing sewer connections and improvements.
49. Submit a site plan depicting fire hydrant locations.

50. Submit a site plan depicting the Fire Department connections (FDC) and backflow devices on both proposed buildings.

Police Department Comments

51. Install security cameras on the external of the building and the ingress/egress routes of the parking lot in coordination with the Police Chief. Recording shall be maintained on a 7-day loop.

Engineering Conditions (Dated September 22, 2022)

General:

52. All proposals of the applicant shall be conditions of approval, except as further modified below, and subject to modifications to conform to applicable City Standards.
53. The applicant shall pay all fees as required by existing ordinances and schedules. The fees to be paid shall be those in effect at the time of payment.
54. Applicant shall apply for and pay all fees associated with proposed vacation of Tuolumne Street adjacent to the site.

Circulation:

55. Applicant shall pay the Regional Traffic Mitigation Fee to the Fresno Council of Governments.
56. Applicant shall pay its proportionate share of the traffic impacts as identified in the SW Area traffic impact study or the City traffic impact fee, whichever is greater.
57. Applicant shall complete frontage improvements along Tuolumne Street from the project site to 10th Avenue including curb, gutter, sidewalk, streetlights, and landscaping (street trees with grates).
58. Parking stalls shall conform to the City's improvement standards.
59. Applicant shall provide 'No Parking' signs on both sides of Tuolumne Street from 10th Avenue to the project site.
60. Applicant shall reconstruct the alley along the east boundary of the site. Alley shall be 20 feet wide and conform to Fowler Improvement Standards.

Grading and Drainage:

61. A Grading and Site Improvement Plan for the proposed on-site improvements shall be submitted for review and approval by the City Engineer. Applicant shall obtain a Grading and Site Improvement Permit once plans are approved.
62. Parking lot shall be paved with asphalt or concrete, shall be properly lit and landscaped and shall comply with the Fowler Improvement Standards.
63. Drainage shall be directed to the City drainage basin at the terminus of 10th Avenue north of Mariposa Street. Drainage calculations prepared by a registered civil engineer shall be submitted demonstrating the basin and conveyance system has sufficient capacity to accommodate project drainage. Any improvements to the existing storm drainage

infrastructure necessary to convey the project drainage to the drainage basin shall be the responsibility of the applicant.

Landscaping:

64. A landscaping and irrigation plan be prepared and submitted for review by the City Engineer for proposed on-site and off-site (within the City right-of-way) landscaping. Landscape and irrigation shall be low water consumption designs consistent with AB 1881 and City of Fowler ordinances.

Water:

65. Separate domestic, fire and landscape services shall be developed into the site. Each service shall include a City approved water meter and reduced pressure backflow preventer and approved by Public Works prior to occupancy. If utilizing existing services, verify and upgrade with Public Works as necessary.
66. Fire hydrants shall be located on-site at a spacing not to exceed 300' at locations approved by the Fire Chief.

Sewer:

67. Applicant shall install sewer service per direction of Selma-Kingsburg-Fowler Sanitation District ("SKF"). Improvement plans for this work are to be prepared by a registered civil engineer and approved by SKF and the City Engineer.
68. Applicant shall submit floor and plumbing plans for sewer service for review and approval by the City Engineer and SKF.
69. Applicant shall pay applicable sewer connection fees to SKF based upon the rates in effect at the time of payment.
70. Install a 6-inch minimum SS lateral with cleanout and box at the property line.
71. Install industry standard sewer backflow device on the 6-inch sewer service. Backflow device shall be installed on-site and maintained by the property owner.
72. Complete and submit the attached commercial sewer connection application.
73. Applicant to pay for the sewer connection permit prior to issuance of the building permit.

Utilities:

74. Applicant shall work with PG&E and other utilities for the preparation of a utility plan, subject to review and approval by the City Engineer. All new services to the building shall be underground and be completed such that no street surface will need to be reopened for service. No new utility poles are allowed.
75. The existing pole located on site (SE corner) shall be removed and services connected to the pole shall be relocated underground.

Irrigation:

76. A landscaping and irrigation plan be prepared and submitted for review by the City Engineer for proposed on-site and off-site (within the City right-of-way) landscaping.

Landscape and irrigation shall be low water consumption designs consistent with AB 1881 and City of Fowler ordinances.

Other:

77. The applicant shall provide a City standard trash enclosure capable of housing bins for general trash and recyclables with concrete slab and masonry wall.
78. A minimum 36" masonry wall shall be constructed along the west property line abutting the freeway.
79. Approval of this Project is for the benefit of the Applicant. The submittal of applications by Applicant for this Project was a voluntary act on the part of the Applicant not required by the City. Therefore, as a condition of approval of this Project, the Applicant agrees to defend, indemnify and hold harmless the City of Fowler and its agents, officers, consultants, independent contractors and employees ("City") from any and all claims, actions or proceedings against the City to attack, set aside, void, or annul an approval by the City concerning the Project, including any challenges to associated environmental review, and for any and all costs, attorneys fees, and damages arising therefrom (collectively "Claim").

The City shall promptly notify the Applicant of any Claim and the City shall cooperate fully in the defense. If the City fails to promptly notify the Applicant of any Claim or if the City fails to cooperate fully in the defense, the Applicant shall not thereafter be responsible to defend, indemnify, or hold harmless the City.

Nothing in this condition shall obligate the City to defend any Claim and the City shall not be required to pay or perform any settlement arising from any such Claim not defended by the City, unless the City approves the settlement in writing. Nor shall the City be prohibited from independently defending any Claim, and if the City does decide to independently defend a Claim, the Applicant shall be responsible for City's attorneys' fees, expenses of litigation and costs for that independent defense, including the costs of preparing any required administrative record. Should the City decide to independently defend any Claim, the Applicant shall not be required to pay or perform any settlement arising from any such Claim unless the Applicant approves the settlement.

Signature of Applicant: _____

Dated: _____



CITY OF FOWLER PLANNING & COMMUNITY DEVELOPMENT

California

March 23, 2022

Bob Bajwa
935 Whitley Avenue
Corcoran, CA 93212
Email: corcoraninn@yahoo.com

SUBJECT: Development Review Committee- March 22, 2022 – Item 5-B

Dear Mr. Bajwa:

On March 22, 2022 the City of Fowler Development Review Committee met to review your plans for the construction of a 34-room hotel and one detached residential dwelling unit. Please see the requested changes below.

- Add architectural relief on the southeast elevation using decorative elements.
- Flip the utility room and add windows to that portion of the façade.
- Place the lobby on the corner and add windows to that portion of the façade.
- On the freeway façade add banding or some type of wrapping decorative element. Use decorative lighting and/or awnings.
- Angle the building to follow the lot line.
- Add carriage lights to the sign on the freeway side.
- Add brick design elements.
- Comply with parking lot shading to break up the parking area.

In accordance with the Fowler Zoning Ordinance, Section 9-5.16.02 – Development Review Committee (DRC), the decision of the DRC shall be a recommendation to the Commission for those applications that require Commission action. For applications that do not require Commission action, the decision of the DRC shall be a recommendation to the Director.

The Director of the Community Development Department, in accordance with the procedures established in Article 16 of the Fowler Zoning Ordinance, has reviewed your application with the Development Review Committee and has recommended approval with the above changes.

Sincerely,
City of Fowler

Dawn E. Marple, City Planner
dmarple@ci.fowler.ca.us or dmarple@ppeng.com

cc Thomas Gaffery, Community & Economic Development Director
Fred Vasquez, Building Official
Maria Aguilar, Permits Technician



CITY COUNCIL OF THE CITY OF FOWLER

ITEM NO: 9-Biv

REPORT TO THE CITY COUNCIL

February 7, 2023

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

SUBJECT

Actions Pertaining to annual State-mandated fire safety inspections for certain occupancies.

1. APPROVE an agreement with Fire Safety Solutions, Inc. for fire safety inspection services on a time and materials basis in an amount not to exceed \$49,000.
2. APPROVE Resolution No. 2626 approving updated fire safety inspection fees

RECOMMENDATION

Staff recommend the City Council take the above action.

BACKGROUND

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

Performing these inspections requires specialized training. Fire Safety Solutions, Inc. personnel have this training and already perform fire related site plan reviews, plan checks, and building inspections for the Community & Economic Development Department.

The Health and Safety Code also allows the City to collect an inspection fee. The updated inspection fee reflects the City's direct costs for contracted inspectors to perform the inspections, as well as City staff time to administer the program.

To date, Fire Safety Solutions, Inc. has already performed annual State-mandated inspections at all Fowler Unified School District sites and transmitted those findings to the District. Scheduling for other inspections is underway.

ENVIRONMENTAL REVIEW

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

FISCAL IMPACT

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

CONFLICT OF INTEREST

Staff is not aware of any conflicts of interest.

Attachments

- Agreement with Fire Safety Solutions, Inc.
- Resolution No. 2626
- Resolution No. 2626, Exhibit A

CITY OF FOWLER
CONTRACT SERVICES AGREEMENT FOR PROFESSIONAL SERVICES

This Contract Services Agreement for Professional Services ("Agreement") is entered into between the City of Fowler, a California general law city ("City") and Fire Safety Solutions, Inc. ("Vendor") with respect to the following recitals, which are a substantive part of this Agreement. This Agreement shall be effective on the latest date signed below ("Effective Date").

RECITALS

- A. City desires to engage the services of a qualified vendor to provide inspection services for state-mandated inspections for certain occupancies and uses ("Services") more fully described in **Exhibit A**, which is attached hereto and incorporated by reference.
- B. Vendor is engaged in the business of providing these Services and hereby warrants and represents that Vendor is qualified, experienced, and capable of providing these Services, and possesses any required licenses, certifications, security/bonding, and/or training necessary thereto.
- C. City desires to contract with Vendor to provide these Services on the terms and conditions as set forth in this Agreement.

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

AGREEMENT

1. **Scope of Work.** Vendor agrees to perform the services as more fully described in **Exhibit A** attached hereto and incorporated herein by reference ("Services"). Changes in the scope of Services, including work incidental to the Services, shall be made in writing and particularly describe the changes in Services, payment/costs, and schedule/term, as applicable.
2. **Schedule.** City and Vendor shall mutually agree on a schedule for performing the Services. The schedule shall be subject to modification based on the City's operational needs. City will notify Vendor in advance of any modification to the schedule.
3. **Term of Agreement; Commencement of Services.** The term of this Agreement shall begin on the Effective Date and shall terminate on June 30, 2024, unless extended by mutual written agreement of the Parties. Notwithstanding the preceding sentence, this Agreement may be terminated during the term in accordance with Section 17 herein.
4. **Payment for Services.** City shall pay Vendor for the Services performed pursuant to this Agreement as follows: on a time and materials basis. The total amount paid by City to Vendor pursuant to this Agreement shall not exceed Forty-Nine Thousand Dollars (\$49,000).

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

5. **Independent Contractor Status.** Vendor and its subcontractors, if any, shall perform the Services as independent contractors and not as officers, employees, agents or volunteers of City. Vendor is engaged in an independently established trade, occupation, or business to perform the Services required by this Agreement

and is hereby retained to perform work that is outside the usual course of City's business. Vendor is free from the control and direction of City in connection with the manner of performance of the work. Nothing contained in this Agreement shall be deemed to create any contractual relationship between City and Vendor's employees or subcontractors, nor shall anything contained in this Agreement be deemed to give any third party, including but not limited to Vendor's employees or subcontractors, any claim or right of action against City.

6. Vendor Representations; Standard of Care; Compliance with Law. Vendor represents that Vendor and any subcontractors utilized by Vendor are and will be qualified in the field for which Services are being provided under this Agreement, and Vendor and any subcontractors are now, and will be throughout their performance of the Services under this Agreement, properly licensed, certified, secured/bonded, trained, and/or otherwise qualified and authorized to perform the Services required and contemplated by this Agreement, as may be required by law. Vendor and its subcontractors shall utilize the standard of care and skill customarily exercised by members of their profession, shall use reasonable diligence and best judgment while performing the Services, and shall comply with all applicable laws, regulations, and industry standards, including anti-discrimination and anti-harassment laws. Vendor shall comply with all Labor Code requirements for public works projects if applicable to Vendor's work under this Agreement.

7. [Reserved]

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

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

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

11. [Reserved]

12. [Reserved]

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

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

by the City or a member of any City Board or Commission.

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

16. City Right to Employ Other Vendors. Unless **Exhibit A** specifically provides that the Services City seeks pursuant to this Agreement are exclusive to Vendor, this Agreement and the performance of the Services are non-exclusive and City reserves the right to employ other vendors or contractors in connection with the Services while this Agreement is in effect.

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

a. Termination by City: For Convenience. City may at its discretion terminate this Agreement for convenience and without cause upon fourteen (14) days prior written notice to Vendor. Upon receipt of a termination notice pursuant to this subsection, Vendor shall promptly discontinue all Services affected, unless the notice directs otherwise.

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

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

d. Effect of Termination. Upon termination of this Agreement, Vendor shall promptly discontinue all Services affected, unless the notice of termination directs otherwise.

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

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

20. Taxes. Vendor agrees to pay all taxes, licenses, and fees levied or assessed by any governmental agency on Vendor as a result of the sale of the Equipment and/or performance of Services under this Agreement, and unemployment and workers' compensation insurance, social security, or any other taxes upon the wages of Vendor, its employees, agents, and representatives. Vendor agrees to obtain and maintain a

business license from City and pay the applicable business license fee to City during the term of this Agreement.

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

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

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

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

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

d. Delivery by deposit in the United States mail, first class, postage prepaid. Service shall be deemed delivered ninety-six (96) hours after deposit.

23. Entire Agreement. This Agreement, including any referenced Exhibits, represents the entire agreement between City and Vendor and supersedes all prior negotiations, representations or agreements, either written or oral with respect to the subject matter herein.

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

25. Authority. The signatories to this Agreement warrant and represent that they have the legal right, power, and authority to execute this Agreement and bind their respective entities.

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

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

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

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

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

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

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

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

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

FIRE SAFETY SOLUTIONS, INC.



Matthew S. Tarr
President

Date: 11/30/20

1405 East Omaha Avenue
Fresno, CA 93720
(559) 274-3925

CITY OF FOWLER

Wilma Tucker
City Manager

Date: _____

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

EXHIBIT A

SCOPE OF SERVICES

A.1-- GENERAL

The Services to be performed by FSS are to be specified in an authorization letter or email from the AGENCY to FSS for each project.

A.2-- CONSULTING SERVICES

FSS will provide inspections for fire sprinklers and other fire suppression systems such as kitchen hoods, spray booths and clean agents systems.

FSS will conduct annual inspections as needed for mandatory inspection requirements for Fire and Life Safety requirements in E, I and R Occupancies.

Inspection records will be kept for each inspection and provided to the City of Fowler.

Work volume shall be discussed by both the AGENCY and FSS and is presently undetermined.

FSS will work with the City of Fowler to identify needed inspections as requested by the City of Fowler.

A.3- PRICE & BILLING

Price: Pricing will be hourly based upon the schedule A.4 below.

Billings: Billings will be sent monthly for work from the previous month.

A.4-- DUTIES OF AGENCY

1. AGENCY shall indicate to FSS, which inspections need to be performed.
2. The AGENCY shall provide all background data available for each site prior to the inspection of such sites to determine special hazards and estimated duration.

A.5 -- SCHEDULE OF HOURLY RATES

| <u>Classification</u> | <u>Hourly Rate</u> |
|----------------------------|--------------------|
| FPE/CBO | \$240.00 |
| Certified Inspector | \$120.00 |
| Fire Protection Specialist | \$120.00 |

A.6-- OVERTIME

The above hourly rate plus 50%, for hours in excess of 8 hours per day upon request.

A.7-- PROFESSIONAL REIMBURSEMENT

The hourly billing rates include the cost of salaries of the CONSULTANT employees, plus sick leave, vacation, holiday and other fringe benefits. The percentage added to salary costs includes indirect overhead costs and fee (profit). All employees classified as “non-exempt” by the U.S. Department of Labor will be compensated at 1-1/2 times salary, as per State and Federal wage and hour laws. Billing rates will be calculated according for these overtime hours.

A.8-- DIRECT EXPENSES

Reimbursement for direct expenses, as listed below, incurred in connection with the work, will be at cost plus fifteen percent for items such as: Maps, photographs, reproductions, printing, equipment rental and special supplies related to the work.

Sub-Consultants, contractors, and other outside services shall be charged at cost plus 15%. Reimbursement for vehicles used in connection with the work will be at the rate of \$0.60 per mile. The foregoing Schedule of Charges Is incorporated into the agreement for the services provided, effective through June, 2023, and will be adjusted thereafter.

A.9-- NOTES

Hourly rates shown are portal to portal for services

Consultant staff normal workdays are Monday through Friday (7am - 5pm). Office work on Saturdays, Sundays or AGENCY Holidays will be performed on at specific request of the AGENCY Representative. Billing for work performed outside normal work hours and on Saturdays, Sundays or AGENCY Holidays shall be at 1 ½ times the rates shown above.

EXHIBIT B

INSURANCE REQUIREMENTS

Prior to commencement of the Services, Vendor shall take out and maintain at its own expense the insurance coverage required by this **Exhibit C**. Vendor shall cause any subcontractor with whom Vendor contracts for the performance of Services pursuant to this Agreement to take out and maintain equivalent insurance coverage. Said insurance shall be maintained at all times during Vendor's performance of Services under this Agreement, and for any additional period specified herein. All insurance shall be placed with insurance companies that are licensed and admitted to conduct business in the State of California and are rated at a minimum with an "A:VII" by A.M. Best Company, unless otherwise acceptable to the City.

a. Minimum Limits of Insurance. Vendor shall maintain the following types of insurance with limits no less than specified:

(i) General Liability Insurance (including operations, products and completed operations coverages) in an amount not less than \$2,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

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

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

(iv) Umbrella or Excess Liability. In the event Vendor purchases an Umbrella or Excess insurance policy(ies) to meet the "Minimum Limits of Insurance," this insurance policy(ies) shall "follow form" and afford no less coverage than the primary insurance policy(ies). In addition, such Umbrella or Excess insurance policy(ies) shall also apply on a primary and non-contributory basis for the benefit of the City, its officers, officials, employees, agents and volunteers.

If Vendor maintains higher limits than the minimums shown above, the City shall be entitled to coverage at the higher limits maintained.

b. Other Insurance Provisions. The general liability policy is to contain, or be endorsed to contain, the following provisions:

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

(ii) For any claims related to the Services performed pursuant to this Agreement, the Vendor's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents or volunteers shall be excess of the Vendor's insurance and shall not contribute with it.

(iii) Each insurance policy required by this section shall be endorsed to state that the City shall receive written notice at least thirty (30) days prior to the cancellation, non-renewal, or material modification of the coverages required herein.

(iv) Vendor grants to the City a waiver of any right to subrogation which any insurer of said Vendor may acquire against the City by virtue of the payment of any loss under such insurance. Vendor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

(v) Any deductibles or self-insured retentions must be declared to and approved by the City of Fowler Risk Services. The City may require the Vendor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

c. Evidence of Coverage. Vendor shall deliver to City written evidence of the above insurance coverages, including the required endorsements prior to commencing Services under this Agreement; and the production of such written evidence shall be an express condition precedent, notwithstanding anything to the contrary in this Agreement, to Vendor's right to be paid any compensation under this Agreement. City's failure, at any time, to object to Vendor's failure to provide the specified insurance or written evidence thereof (either as to the type or amount of such insurance), shall not be deemed a waiver of City's right to insist upon such insurance later.

d. Maintenance of Insurance. If Vendor fails to furnish and maintain the insurance required by this section, City may (but is not required to) purchase such insurance on behalf of Vendor, and the Vendor shall pay the cost thereof to City upon demand, and City shall furnish Vendor with any information needed to obtain such insurance. Moreover, at its discretion, City may pay for such insurance with funds otherwise due Vendor under this Agreement.

e. Subcontractors. If the Vendor should subcontract all or any portion of the work to be performed in this Agreement, the Vendor shall cover the subcontractor, and/or require each subcontractor to adhere to all the requirements contained herein. Similarly, any cancellation, lapse, reduction or change of subcontractor's insurance shall have the same impact as described above.

f. Special Risks or Circumstances. The City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

g. Indemnity and Defense. Except as otherwise expressly provided, the insurance requirements in this section shall not in any way limit, in either scope or amount, the indemnity and defense obligations separately owed by Vendor to City under this Agreement.

EXHIBIT C
CERTIFICATE OF INSURANCE

RESOLUTION NO. 2626

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FOWLER APPROVING UPDATED FIRE SAFETY INSPECTION FEES

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

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

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

WHEREAS, the City currently charges a fee for fire safety inspections and needs to now adjust that fee to reflect the increased cost to the City of providing such inspections, as authorized by Section 13146 of the Health and Safety Code; and

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

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

WHEREAS, a duly noticed public meeting was held at the special City Council meeting on February 7, 2023; and

WHEREAS, it is in the best interest of the City in order to promote the public safety that the City Council adopt the proposed updated fees for fire safety inspections.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Fowler that the fire safety inspection fees shall be set at the rate(s) set forth in **Exhibit A** attached hereto, and the City's Master Fee Schedule shall be updated to reflect the new fees.

PASSED, APPROVED AND ADOPTED this 7th day of February 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

**CITY OF FOWLER
Master Fee Schedule**

*** * Fire * ***

Fire Safety Inspections

| Description | Rate | Reso No. 2546 | Date |
|---|--|---------------|----------|
| Inspection | \$132 \$99 per hour^ | 2546 | 02/15/22 |
| Reinspection (all violations corrected) | No Charge | 2546 | 02/15/22 |
| Reinspection (violations present) | Hourly Rate + \$100 | 2546 | 02/15/22 |

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



CITY COUNCIL OF THE CITY OF FOWLER

ITEM NO: 9-Ci

REPORT TO THE CITY COUNCIL

February 7, 2023

FROM MICHAEL S. REID, Chief of Police

SUBJECT

Actions pertaining to replacement of the Fowler Police Department service weapon from the .40 caliber Glock 22 to the 9mm Sig Sauer P320.

The purchase of the Sig Sauer P320 service weapons would include the following:

1. AUTHORIZE the Chief of Police to enter into an agreement with ProForce Law Enforcement for the purchase of fifteen (15) Sig Sauer P320 9mm service weapons with SureFire X300 weapon lights and holsters for \$17,592.51; the purchase of 12,000 rounds of 9mm target ammunition and the purchase of 1,200 rounds of 9mm duty ammunition: \$2,722.84.
2. AUTHORIZE the City Manager, on behalf of the City of Fowler, to execute purchase agreements with officers purchasing their existing Glock 22 service weapons and with ProForce Law Enforcement for the remaining Glock 22 service weapons.

RECOMMENDATION

Staff recommends the City Council approve the above proposed actions.

BACKGROUND

Law enforcement service weapons are a critical piece of equipment that officers rely on. Although extremely well maintained, firearm components wear out and require periodic work to be done by factory certified firearms technicians. The United States Department of Justice, National Institute of Justice (NIJ) issued a report for law enforcement entitled "Baseline Specifications for Law Enforcement

Service Pistols.” This report recommended that law enforcement pistols should have a detailed examination performed at least every 1,000 rounds fired to determine the condition and make repairs as needed to law enforcement firearms.

The .40 caliber Glock 22's carried by the Fowler Police Department are from 10-12 years old depending upon the time they were purchased. With annual firearms qualifications, transition courses, and firearms training courses over the past decade, it was determined that the weapons should have had the NIJ recommended detailed examinations every three years. No records of such examinations could be found. As a result, a detailed examination by a qualified Glock armorer was performed in 2022 to determine the mechanical condition of the Fowler Police Department's .40 Caliber Glock 22 service firearms.

The result of the examination was a recommended total rebuild of all weapons. The manufacturer was contacted and provided a cost estimate for “wearable” parts for weapons that have been in service for 10 years. The price list contained 23 items and stated the cost would be \$379.00 per weapon rebuild if there are no stress fractures or metal fatigue in the upper receiver or frame of the weapon. The Glock representative stated that stress fractures can occur in guns that have been in service for more than a decade and that only closer inspection of the weapon by a Glock technician could determine if there were signs of stress fractures or metal fatigue.

Estimates for replacing the frame of the Glock 22 if necessary were approximately \$139.00 while the upper receiver, if damaged, could be \$249.00. Because these parts are serialized by the manufacturer, replacing the frame and upper receiver essentially create a new gun. This equates to a \$767.00 cost to refurbish a ten-year-old Glock 22 should a “frame up” rebuild be needed. In addition, the Glock representative stated that the turn-around to refurbish the weapons would be 90-120 days, dependent of course on the availability of parts. This \$767.00 price does not include any upgrades to the sighting system of the Glock 22.

As a result of this potential cost, the alternative of purchasing a new service weapon was explored. Range days were scheduled for all officers and factory representatives provided several weapons to test. These included the Glock 17, the Smith & Wesson MP, the FN509, and the Sig Sauer P320. Each weapon was test fired by officers who were asked to rate the accuracy, safety, ergonomics of the weapon, ease of operation, reliability and craftsmanship of each handgun. The overwhelming consensus was that the Sig Sauer P320 model was clearly the best gun. The Department of Defense, most federal law enforcement agencies, as well as many California police departments including our neighbors, Kingsburg, Atwater, and Visalia Police Departments, have begun carrying the Sig Sauer P320 in a 9mm caliber reporting that this is an extremely safe and effective weapon system.

Our current weapons supplier, ProForce Law Enforcement, was contacted to provide a quote on replacing the Glock 22 with the Sig Sauer P320. ProForce stated that they could provide the Sig Sauer P320 for a price per unit of \$738.92 which also included a Red Dot Romeo 1 optic system. This is a substantial saving from the manufacturer suggested retail price of approximately \$979.99 per weapon. A red dot sight system provides superior accuracy over the existing open sights and improved officer safety as it allows for both eyes to remain open when acquiring a target, giving the officer a greater field of view.

An additional benefit of transitioning department handguns from a .40 caliber weapon to the Sig Sauer P320 9mm service weapon is the cost of ammunition. Prior budget restrictions and unavailability of qualification classes for weapons training resulted in Fowler Police Department officers qualifying only once per year. The Commission on Peace Officer Standards and Training (POST) in California recommends range qualifications for law enforcement officers at least three times per year. To help meet this recommendation and increase range qualifications to industry standards, the Fowler Police Department could realize potential savings of 12.8 cents per round by switching to a 9mm round (\$0.265 per round for 9mm as compared to \$0.0389 for .40 caliber ammunition). An additional benefit of switching to a 9mm handgun is the reduced barrel pressures of 9mm ammunition versus .40 caliber ammunition. Reduced barrel pressure equates to reduced wear to the components, potentially extending the service life of 9mm handguns as compared to .40 caliber handguns.

The City Attorney has drafted an agreement on behalf of the City of Fowler which would allow a currently employed police officer with the City of Fowler to purchase their Glock 22 service weapons. This agreement allows the current owner of those handguns, the City of Fowler, to sell these weapons and transfer ownership to an officer for \$350.00 per weapon. This agreement also absolves the City of Fowler of future liability for the sold weapon once the purchase and transfer is completed. A business with a current Federal Firearms License has been contacted to ensure that the transfer is consistent with both State and Federal law.

It is estimated that eight officers will enter this agreement to purchase their weapons resulting in \$2,800.00 in sales proceeds which could be applied to offset the cost of the transition to the Sig Sauer P320. The weapons not purchased by officers can also be resold to ProForce through a similar agreement with the City of Fowler. The number of surplus Glock 22 weapons that may be sold to ProForce are contingent upon on the condition of the weapon at the time of sale. ProForce, upon inspection of these weapons, would then provide a price to the City of Fowler. Any proceeds from the sale of the Glock 22 to ProForce could similarly be applied to the cost of the transition to the Sig Sauer P320 however, at the time of this writing, this has not been quantified.

Consistent with the City of Fowler Purchasing Policy, the Cooperative Bid Process was utilized to ensure compliance with city regulations for this proposal. In 2022, the City of Atwater competitively bid a purchase of new handguns for their Police Department under Bid Document 718-22 for the 9mm Sig Sauer P320 handgun with Romeo I optical sights. ProForce Law Enforcement, the same supplier that the City of Fowler has selected, was awarded the contract by the City of Atwater for the same purchase price as our proposal. A copy of the Atwater bid documents are attached for your review.

The cost for this transition is as follows:

- Fifteen (15) Sig Sauer P320 handguns, SureFire X300 weapon lights, and holsters: \$17,592.51.
- 12,000 Rounds of 9mm target ammunition: \$2,722.84.
- 1,200 Rounds of 9mm duty ammunition: Swap for existing .40 caliber ammunition. No Charge.

The transition to the Sig Sauer P320 with a Red Dot optics system requires a two-day POST certified training course. Officers with the Department will attend a training course provided by the Kingsburg Police Department. The cost of the training to qualify and carry the Sig Sauer P320 with the Red Dot optical sights is \$468.00.

The total, not to exceed cost for the transition, including the purchase of all equipment, ammunition, and training is \$20,795.35. This cost for this project has been minimized by trading in our current .40 caliber ammunition for 9mm, by aggressively searching for the best price for the Sig Sauer P320, and through the resale of the existing Glock 22's to officers and Pro Force.

ENVIRONMENTAL REVIEW

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

FISCAL IMPACT

Measure N will be utilized for this purchase upon Council approval. The City's ammunition vendor, Dooley Enterprises, has agreed to swap out existing .40 caliber ammunition in the possession of the Fowler Police Department for the 9mm needed to train and carry the Sig Sauer P320. This will result in a savings of more than \$3,200.00 to the City of Fowler. In addition, the total transition cost could be further reduced by \$2,800 should officers purchase their duty weapons, and the proceeds from the sales are applied to this project. This could additionally reduce the cost from \$20,795.35 to \$17,995.35.

CONFLICT OF INTEREST

Staff is not aware of any conflicts of interest.

Attachments

- ProForce quote to purchase fifteen (15) Sig Sauer P320, holster and tactical lights
- City of Atwater Bid Document 718-22
- Dooley Enterprises quote for ammunition
- City Attorney drafted and approved officer purchase agreement

PROFORCE LAW ENFORCEMENT

2625 Stearman Drive. Prescott AZ, 86301
Tel: 928-776-7192 Fax: 928-445-3468
email: sales@proforceonline.com www.proforceonline.com

O R D E R

Q U O T E

| QUOTE# | PAGE |
|-----------|------|
| 633591 | 1 |
| SHIP DATE | |
| A.S.A.P. | |

SOLD
TO

FWLER POLICE DEPARTMENT
FWLER POLICE DEPARTMENT
128 SOUTH FIFTH STREET
FWLER CA 93625

SHIP
TO

FWLER POLICE DEPARTMENT
128 SOUTH FIFTH STREET
FWLER CA 93625

559-834-1284

| JOB # | ORD. DATE | CUST.# | LOC. | SALESMAN | SHIP VIA | FRT. |
|-------|-----------|--------|------|---------------|-----------------|------|
| N/A | 01/04/23 | 007970 | A | GREGG MCCLUNG | F-2D FOB ORIGIN | |

| QTY. ORDER | ITEM NO./DESC. | UNIT PRICE | UOM DISC. | NET PRICE |
|--|--|------------|--------------|-----------|
| 15 | W320CA9BXR3PRXP SIG LE P320CA 9MM PRO N/S 17RD W/ROMEO (W320CA-9-BXR3-PRO-RXP) | 696.45 | EA .00 | 10,446.75 |
| 14 | 7390RD-4502-481 SFL 7390RDS HLST SAFSEV BW RH P320 W/LGT (7390RDS-4502-481) | 120.00 | EA .00 | 1,680.00 |
| 1 | 7390RD-4502-482 SFL 7390RDS HLST SAFSEV BW LH P320 W/LGT (7390RDS-4502-482) | 120.00 | EA .00 | 120.00 |
| 15 | X300U-A SUF X300A ULTRA 1000LUM WEAPON LIGHT | 266.00 | EA .00 | 3,990.00 |
| 1 | XFET THIS ITEM FET OUT | .00 | EA .00 | .00 |
| This quote is valid for 45 days from date of issue, pending credit approval, and is subject to manufacturer's availability and price change. Please call (800) 367-5855 if this bid is still pending on the expiration date for updated pricing. | | | | |
| Standard Terms are Net 30 days. If department policy does not allow for partial shipments and payments, separate | | | | |

COMMENT

TERMS

PROFORCE LAW ENFORCEMENT

2625 Stearman Drive. Prescott AZ, 86301
Tel: 928-776-7192 Fax: 928-445-3468
email: sales@proforceonline.com www.proforceonline.com

O R D E R

Q U O T E

QUOTE# PAGE

633591 2

SHIP DATE

A.S.A.P.

SOLD
TO

FOWLER POLICE DEPARTMENT
FOWLER POLICE DEPARTMENT
128 SOUTH FIFTH STREET
FOWLER CA 93625

SHIP
TO

FOWLER POLICE DEPARTMENT
128 SOUTH FIFTH STREET
FOWLER CA 93625

559-834-1284

| JOB # | ORD. DATE | CUST.# | LOC. | SALESMAN | SHIP VIA | FRT. |
|-------|-----------|--------|------|---------------|-----------------|------|
| N/A | 01/04/23 | 007970 | A | GREGG MCCLUNG | F-2D FOB ORIGIN | |

| QTY. ORDER | ITEM NO./DESC. | UNIT PRICE | UOM DISC. | NET PRICE |
|---------------|--|------------|--------------|-----------|
| | <p>purchase orders for each item will be necessary. Standard manufacturer's warranty applies to all department</p> <p>ProForce Law Enforcement agrees to defend, indemnify and hold harmless its customers from claims for personal injury or property damages, to the extent arising from the negligent acts or omissions of ProForce Law Enforcement or its employees, agents or independent contractors.</p> <p>ORDERING INSTRUCTIONS: Please reply to your sales representative in writing to process this order or send an email to john.gall@proforceonline.com. For orders over \$5,000, a PO or signed quote is required to process the order.</p> <p>Returned items are subject to 20% restocking fee. All sales are final on non-stocked/special order items IMPORTANT: To order from this quotation, please sign below.</p> <p>Printed Name: _____ - Date: _____ P.O.: _____ - Signature: _____</p> | | | |

| | | | |
|--|---|------------------|-----------|
| | COMMENT QUOTE BASED OFF CITY OF ATWATER BID NUMBER 718-22 FOR SIG LINE ITEM TERMS DUE NET 30 DAYS | SALES AMOUNT | 16,236.75 |
| | | 8.350% SALES TAX | 1,355.76 |
| | | SUB TOTAL | 17,592.51 |

CITY OF ATWATER

CALL FOR BIDS:

SIG SAUER P320 HANDGUN WITH RED DOT SIGHTING SYSTEM

BID CALL NO. 718-22

Notice is hereby given that sealed bids will be received at Atwater City Hall until **2:00 PM** local time, on **Thursday, November 10, 2022** at which time they will be publicly opened and read for the furnishing and delivering of Forty (40) New Sig Sauer P320 Handguns with Red Dot Sighting System. Please carefully read and follow the instructions. **Bids shall be presented under sealed cover. Clearly marked "Forty (40) New Sig Sauer P320 Handguns with Red Dot Sighting System, Bid Call No. 718-22" and bid submittal deadline date on the outside and mailed or delivered to:**

City of Atwater
City Clerk's Office
750 Bellevue Road
Atwater, California

Contact: Michael Salvador, Chief of Police
Phone: 209-357-6298
Fax: 209-358-5256
E-Mail: msalvador@atwater.org

Any bidder who wishes their bid to be considered is responsible for making certain that their bid is received by the City Clerk's office by the Bid Submittal Deadline. **NO ORAL, TELEPHONIC, TELEGRAPHIC, ELECTRONIC (E-MAIL), OR FACSIMILE BIDS OR MODIFICATIONS WILL BE CONSIDERED. BIDS RECEIVED AFTER THE BID SUBMITTAL DEADLINE WILL BE REJECTED REGARDLESS OF POSTMARK DATE AND WILL BE RETURNED TO THE BIDDER UNOPENED.**

| |
|---|
| BID SUBMITTAL DEADLINE; 2:00 P.M., THURSDAY, NOVEMBER 10, 2022 |
|---|

BIDS WILL BE CONSIDERED LATE WHEN THE CITY CLERK'S OFFICIAL TIME CLOCK READS 2:00 P.M.

By order of the City Council of the City of Atwater, State of California on October 24th, 2022

/s/ Lucy Armstrong

LUCY ARMSTRONG
City Clerk

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**SECTION 1
TECHNICAL SPECIFICATIONS**

PURCHASE OF Forty (40) Sig Sauer P320 Handguns with Red Dot Sighting System


The City of Atwater is soliciting bids, from qualified vendors, to replace its current issued sidearm, Smith and Wesson M&P, with a new sidearm with a red dot sighting system .

The following specifications will be considered as minimum. The Handguns shall be of new, current Manufacture. The units shall be delivered completely assembled, serviced and ready to operate.

Bidder shall initial in the space provided for Minimum Specifications and Options to indicate that the bidder has read that item and can supply the item required. Do not initial the item if you are unable to supply the item as required. If unable to supply an item, indicate in writing the alternates that you can supply. The total proposed price on the proposal page must INCLUDE all the specifications and options that are initialed or offered by the bidder.

Specifications:

Bidders Initials

- 1)  Sig Sauer P320 W320CA9BXPRX-XF SIG LE P320CA 9MM PRO N/S 17RD D/S(W320CA-9-BXR3-PRO-RXP), red dot sighting system, 3 magazines per firearm

Additive items from the base bid and separately from each other, The City of Atwater may at its discretion elect to purchase any or none of the following items.

**SECTION 2
INVITATION FOR BID CALENDAR AND CHECKLIST**

1. Calendar

- | | |
|---|-------------------|
| a. Availability of Invitation for Bid | November 3, 2022 |
| b. Submittal of Questions / Corrections | November 7, 2022 |
| c. Closing Date for Invitation for Bid | November 10, 2022 |

2. Submittal Checklist

| | | |
|--------------------|--------------|---------------|
| a. Signature Sheet | Attachment A | Section 3.1.a |
| b. Bid Cost Sheet | Attachment B | Section 3.1.a |
| c. Reference List | Attachment C | Section 3.4 |

SECTION 3 INSTRUCTIONS FOR SUBMITTING BIDS

1. Bid Submittal

- a. Bid must be submitted on the form(s) provided by and made available to The City of Atwater, City Clerk's Office 750 Bellevue Rd Atwater, CA 95301. All items shall be filled in and the signatures of all persons signing shall be written and printed in longhand. All bids submitted must have signature sheet, **(Attachment A)** completed, dated, with firm's name and signed by a duly authorized officer of the firm.

The bid cost sheet, **(Attachment B)** to be completed, signed and returned with bid submittal.

Bids not submitted on the form(s) provided may not be considered by the City.

- b. **All bids shall be presented under sealed cover, clearly identified on the outside to read:**
- **Name of the bidder**
 - **Address of the bidder**
 - **Subject of the Bid**
 - **Bid Submittal Deadline Date**
- c. Please submit **one (1) original signature hard copy** to be signed in blue ink (original copies marked as such) and **one (1) copy**.
- d. All bids shall remain firm for at least sixty (60) calendar days after Bid Submittal Deadline unless otherwise specified. Within sixty (60) calendar days after the Bid Submittal Deadline opening, a purchase order and/or a contract may be awarded by the City to the lowest responsible bidder, as it may deem proper in its absolute discretion. The time for awarding a purchase order and/or a contract may be extended at the sole discretion of the City, if required to evaluate bids or for such other purposes as the City may determine, unless the bidder objects to such extension in writing with their bid.
- e. All prices shall be bid F.O.B. DESTINATION only.
- f. Delivery dates of all items/services shall be specified on the bid.

- g. Mistakes must be corrected, and the correction inserted; correction must be initialed in blue ink by the person signing the bid.
- h. Bidder shall be able to withdraw their bid at any time prior to the Bid Submittal Deadline. After bid submitted deadline, the bidder shall not be relieved of its bid without the consent of the City, nor shall any change in the bid be made because of a mistake. The City may allow a bidder to withdraw a bid because of a mistake only when the bidder has notified the City in writing within five (5) work days following the bid opening, specifying in detail how the mistake occurred, and has established to the satisfaction of the City that: (1) a mistake was made; (2) the mistake made the bid materially different from what the bidder intended; and (3) the mistake was made in filling out the bid and was not due to an error in judgment nor to carelessness in inspecting the site nor in reading the plans or specifications.
- i. The submission of a bid shall be considered an agreement to all the terms, conditions, and specifications provided herein and in the various bid documents, unless specifically noted otherwise in the bid.

2. Interpretation, Corrections and Addenda

The Bidder must carefully examine the specifications, terms and conditions provided in the Invitation for Bid and become fully informed as to the requirements set forth therein. If anyone planning to submit a bid discovers any ambiguity, conflict, discrepancy, omission or error in the bid, has any questions in relationship to the requirements as specified in Section 1, or any other related matters, they shall immediately notify the contact person as shown on the "Cover Sheet" of such concern in writing and request clarification or modification of the document(s) no later than the deadline as set forth herein:

Deadline for submission of questions: **November 4, 2022**

No further requests for clarification or objections to the bid will be accepted or considered after this date. Any change in the bid will be made only by written addendum, issued by the City of Atwater to each firm in receipt of the Invitation for Bid and shall be incorporated in the bid.

The Bidder shall sign and date the addendum and submit same with the bid. **Any oral communication by the City's designated contact person or any other City staff member concerning this proposal is not binding on the City and shall in no way modify this proposal or the obligations of the City or any Bidders.**

The Bidder may FAX, E-mail or mail the contact person as shown on the "Cover Sheet".

All inquiries shall be made in writing only and directed to the designated City staff person as shown. Contact with any other City personnel or any undue "badgering" of such City personnel by the Bidder is prohibited. Failure to comply with this request may be considered cause for disqualification of your bid.

3. Bid Submittal Deadline

The bid must be received by the City of Atwater no later than **2:00PM, local time on Thursday, November 10, 2022**. **BIDS RECEIVED AFTER THIS DEADLINE WILL BE**

REJECTED REGARDLESS OF POSTMARK DATE AND WILL BE RETURNED TO THE BIDDER UNOPENED.

Without law or policy to the contrary, if the bidder took reasonable steps to submit the bid in due time, and failure of the bid to be on hand at the time of closing was not the result of negligence or other fault of the bidder, but was the result of negligence by the City, the City reserves the right to accept such bid.

4. References

Provide a list of at least three (3) three customer references, (**Attachment C**) which you have sold or are currently selling similar items/services. Include the company's name; the name, title, and telephone number of a contact person; the dollar amount of the contract; and the dates that these items/services were completed.

**SECTION 4
GENERAL TERMS AND CONDITIONS**

1. Bid Rejection/Waiver of Informalities

THE CITY RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS OR ANY PART THEREOF, TO WAIVE ANY INFORMALITIES IN THE BID AND MINOR IRREGULARITIES, TECHNICAL DEFECTS OR CLERICAL ERRORS.

The City's decision shall be final. The City's waiver of an immaterial defect shall in no way modify the bid documents or excuse the bidder from full compliance with its specifications if the bidder is awarded the bid.

2. Bonding Requirements

NO BOND WILL BE REQUIRED

3. Condition of Equipment Bid

If equipment is proposed, it is to be the newest and latest model in current production. Used, re-manufactured, shopworn, demonstrator, prototype or discontinued models are not acceptable unless otherwise stipulated under this bid.

4. Brand Names

Manufacturers' brand names and model numbers, when used, are for reference to indicate the character or quality desired. Equal items will be considered, provided your offer clearly describes the item. Offers for equal items must state the manufacturers brand and model number, or level of quality. The determination of the City of Atwater as to what items are equal is final and conclusive. When manufacturer's brands, model numbers or level of quality is not stated by bidder, the offer will be considered exactly as specified.

5. Payments, Invoicing and W-9 Certification Form

Payment will be made within 30 days of delivery and acceptance of the equipment. Invoices shall be submitted for each billing. Invoice shall be mailed or delivered to the City of Atwater whose name and address shall appear in the "INVOICE TO" section of any purchase order and/or contract as a result of this bid.

In addition to the itemized invoice(s) submitted by the successful bidder for payment, the successful bidder must also complete and submit a Form W-9, "Request for Taxpayer Identification Number and Certification", (www.irs.gov/pub/irs-pdf/fw9.pdf) to the City.

Both invoice(s) and W-9 form shall be forwarded to the City at the address indicated in the purchase order and/or contract. Upon approval by the City, the sum due hereunder shall be paid to the successful bidder within thirty (30) calendar days.

6. Delivery Hours

Any necessary delivery will be accepted from 9:00 a.m. to 3:00 PM, Monday through Friday. If needed, the bidder shall state the approximate delivery date.

7. Damage of Items

All damages pursuant to items received by City due to the successful bidder's negligence shall be the responsibility of successful bidder to replace.

8. Alternate Bids

Alternate bids cannot be considered due to the guidelines of the grant award.

9. Cash Discount

N/A

10. Pricing

Unless otherwise provided, the items/services stated herein will not be subject to any price increase from the date of acceptance of bid to the date of termination/extension as stated herein. If the successful bidder established prices for any items/services listed herein is decreased during the term of this bid, then such discounts/ reductions in price shall be immediately applicable so that City may have benefit of such lower prices.

11. Risk of Loss

The successful bidder shall bear risk of loss until goods have reached the final F.O.B. Destination point. Thereafter, City shall bear risk of loss.

12. Prior to Shipment

While the successful bidder has risk of loss, the successful bidder agrees, at its own expense, to procure and carry suitable fire, and extended coverage insurance on material, work-in-process and any furnished items which comprise or will eventually comprise the Piece-of Equipment. The amount to be insured shall be the actual replacement value of said material, work-in-process and furnished items. Such insurance shall provide a loss payable clause in favor of the successful bidder as its

interest may appear.

13. F.O.B. Point

If necessary, F.O.B. Destination to include inside delivery to:

**CITY OF ATWATER
POLICE DEPARTMENT
750 BELLEVUE ROAD
ATWATER, CA 95301**

14. Examination of Bid Documents

All bidders shall carefully examine the specifications herein and must fully inform themselves of the conditions and requirement of the items/services to be furnished. Failure to do so will be at bidder's own risk and cannot secure relief on the plea of error, or dispute, or question such specifications and the directions explaining or interpreting them.

Should a bidder find discrepancies in, or omissions from, the specifications, or should he/she be in doubt to their meaning, he/she shall at once notify the Cities' Police Department. Notification is to be in written form and must be submitted at least seven (7) work days prior to the Bid Submittal Deadline. Any interpretations by the City will be made in written form. Any change in requirements will be done in the form of a written addendum. The receipt of any resulting amendment must be acknowledged in accordance with the directions on the amendment. **Oral explanations or instructions given before the award of the contract will not be binding upon the City.**

All other questions should be in writing only and directed to the buyer shown on the "Cover Sheet" of this Invitation for Bid (IFB).

15. Request for Changes

The City reserves the right to order in writing changes in the bid or alterations, additions, or omissions at any time prior to acceptance of the items/services without voiding the bid, and the successful bidder shall comply with such order. The successful bidder may also request changes in the bid, but no work will be performed on such changes until the request is approved in writing by the City. Such changes shall be performed in accordance with the original bid requirements except as modified by an amendment. Except as herein provided, the successful bidder shall have no claim for any other compensation due to changes in the work.

Any changes or deviation from the contract made without authority in writing from the City will be at the bidder's own risk. No such changes shall be made nor adjustment in compensation granted unless the successful bidder receives an executed amendment prior to making the changes.

16. Insurance

Bidder shall have normal liability workers compensation insurance for this project.

17. Qualification of Bidder

The City may make such investigation as it deems necessary to determine the ability of the bidder to provide the services requested herein, and the bidder shall furnish to the City all information and data for this purpose as the City may request. The City reserves the right to reject any bid should the evidence submitted by, or investigation of, the bidder fails to satisfy the City that such bidder is properly qualified to carry out the obligations of the bid and to complete the requirements contemplated therein.

18. Subcontracting

Any bidder using a subcontractor(s) must clearly explain the use of the subcontractor(s) and list the name(s) and address(es) of the subcontractor(s) providing work under this bid the successful bidder will be fully responsible for all work performed under this bid and will be considered as the Prime Contractor. Any subcontracting, or other legal arrangements made by the bidder are the sole responsibility of the bidder. Any contract that is entered into between the successful bidder and the subcontractor(s) shall contain provisions for federal and state access to the books, documents, records, and inspection of work.

19. Default

In the event the successful bidder who is awarded a purchase order and/or contract resulting from this bid shall be in breach or default, the City may procure the items/services from other sources and may deduct from any monies due, or that may thereafter become due to the successful bidder, the difference between the price named in the purchase order and/or contract and actual cost thereof to the City. Prices paid by the City must be considered the prevailing market price at the time such purchase is made. These rights and remedies shall not be exclusive but in addition to any other rights and remedies provided by contract law.

20. Cancellation of Purchase Order and/or Contract

The City may terminate any purchase order and/or contract derived from this bid as follows:

- a. WITH CAUSE (Default) at any time by giving ten (10) calendar days written notice to the successful bidder. Cancellation for cause shall be at the discretion of the Department of Administrative Services-Purchasing and shall be, but is not limited to, failure to supply the items, materials, equipment or services specified within the time allowed or within the terms, conditions or provisions of this bid.

The successful bidder may not cancel any purchase order and/or contract derived from this bid, without prior written consent of the Department of Administrative Services-Purchasing.

21. Rejection of Bid

THE CITY RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS OR ANY PART THEREOF, TO WAIVE ANY INFORMALITIES IN THE BID, AND ALSO TO WITHHOLD AWARD FOR A PERIOD OF NINETY (30) CALENDAR DAYS FROM DATE OF BID OPENING.

22. Nondiscrimination

- a. During the performance of this bid, bidder and any sub-bidders shall not unlawfully discriminate against any employee or applicant for employment because of race, color, ancestry, religion, sex, national origin, marital status, age, medical condition (cancer related), physical handicap (including AIDS), or sexual orientation. Equal employment extends, but is not limited to recruitment, compensation, benefits, layoff, termination, and all other conditions of employment. Bidder and sub-bidders shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination. Bidder and sub-bidders shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.) and the applicable regulations promulgated thereunder (California Administrative Code, Title 2, Section 7285.0 et seq.) The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12900, set forth in Chapter 5 of Division 4 of Title 2 of the California Administrative Code and incorporated into this contract by reference and made a part hereof as if set forth in full.
- b. Bidder and any sub-bidders shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- c. Bidder shall include the nondiscrimination and compliance provisions of the clause in all subcontracts to perform work under the contract.
- d. Bidder shall grant access by representative of the Department of Fair Employment and Housing and the City upon reasonable notice at any time during normal business hours, but in no case less than twenty-four (24) hours notice, to such of its books, records, accounts, other sources of information and its facilities as said Department or City shall require to ascertain compliance with this clause.

23. Non-discrimination of the Disabled

The City will not aid or perpetuate discrimination against a qualified disabled individual by funding as an agency, organization, or person that discriminates based on handicap in providing aid, benefit, or service to beneficiaries of the program or activity. The City is committed to provide access to all City services, programs, and meetings open to the public for people with disabilities.

In this regard the City and all its vendors and bidders will take all reasonable steps to ensure that disabled individuals have the maximum opportunity for the same level of aid, benefit, or service as any other individual.

24. Governing Law and Venue

This bid, or any contract that may result from the award of this bid, shall be deemed to

be made under, and shall be governed by and construed in accordance with, the laws of the state of California. Any action brought to enforce the terms, or provision of this bid or any contract that may result from the award of this bid, shall have venue in the County of Merced, State of California.

25. Taxes

Sales Tax should be shown separately on the bid form, when and where indicated. The City is exempt from Federal Excise Tax and should not be included in your bid. If your company is outside California and collects sales tax, please state the amount as a separate item if the City is to remit the tax.

26. Samples

Samples of items, when required, must be furnished free of cost. Samples may be retained for future comparison. Samples which are not destroyed by testing or which are not retained for future comparison will be returned upon request at your expense.

27. Liabilities

The bidder shall hold the City, its officers, agents, servants, and employees, harmless from liability of any nature or kind because of use of any copyrighted, or uncopyrighted composition, secret process, patented or unpatented invention, articles or appliances furnished or used under this order, and agrees to defend, at its own expense, any and all actions brought against the City or bidder because of the unauthorized use of such items.

28. Warranty, Manufacturer

Manufacturer shall fully warrant all materials and equipment furnished under the terms of this bid against poor and inferior quality. While under warranty, manufacturer shall repair or replace inoperable materials or equipment in a timely manner to minimize the disruption of City operations. A copy or description of the manufacturer's warranty shall accompany each bid for the material and equipment proposed, detailing the scope and length of the warranty. Where the successful bidder is also the manufacturer of the materials or equipment provided under this bid, the Manufacturer's Warranty requirement will supersede the successful bidder warranty requirement of this bid.

29. Warranty, Successful Bidder

Successful bidder shall fully warrant all materials and equipment furnished under the terms of this bid against poor and inferior quality, for a period of not less than **one (1) year** from date of the final acceptance by the City. While under warranty, successful bidder shall repair or replace inoperable materials or equipment in a timely manner to minimize the disruption of City operations.

SECTION 5 AWARD OF BID

An evaluation team shall validate and evaluate all bids received. All requirements identified in this bid must be satisfied in order to ensure that a bid will qualify for consideration.

1. Lowest Responsive Bidder

Although competitive pricing is essential in the award of this IFB, consideration shall be given, but not limited to:

- a. Lowest responsive bidder following assessment of 5% Local Business Purchasing Preference, if applicable.
- b. The ability of the Bidder to comply with Terms and Conditions set forth herein.
- c. The ability of the Bidder to comply with the Specifications or Scope of Work set forth herein.

2. Lowest Responsible Bidder

- a. The quality and performance of the supplies/equipment to be provided by the bidder;
- b. The ability, capacity and skill of the bidder to perform the contract or accomplish the transaction within the time specified, without delay;
- c. The character, integrity, reputation, judgment, experience and efficiency of the bidder;
- d. The quality of bidder's performance on previous purchases by, or contracts with, the City;
- e. The ability of the bidder to provide future maintenance, repair parts and services for the supplies/equipment provided;

3. Award

The City reserves the right to:

- a. Award bids received based on individual items/services, or groups of items/services, or on the entire list of items/services;
- b. Reject any or all responses, or any part thereof;
- c. Waive any informality in the bids;
- d. Accept the bid that is in the best interest of the City.

An evaluation of the bidder's ability, quality, and performance as set forth under Section

5.1, "Most Responsive Bidder" and Section 5.2, "Lowest Responsible Bidder", of this bid, will be used in addition to total cost as a basis of award for any ensuing contract.

4. Notice of Intent to Award

A "Notice of Intent to Award" will be sent to all participating Bidders upon conclusion of validation and evaluation of all bids submitted. This "Notice of Intent to Award" will be sent to all participating Bidders by U.S. postal mail, facsimile, and/or email.

5. Debriefing

A debriefing shall be held before the award of the Contract upon the timely request of an unsuccessful Bidder for the purpose of receiving information concerning the evaluation of the Bidder's bid response. The request must be in writing, dated, signed either by the Bidder or a legally authorized individual on behalf of the Bidder and be received by the City of Atwater City Clerk's Department within three (3) working days following the City's U.S. postal mail, email, or facsimile of the "Notice of Intent to Award". Each requesting Bidder will be allotted a maximum of one hour for any debriefing conference. The information provided by the City will be based on the evaluators' determinations of your company's submitted bid as it relates to the evaluation criteria as stated herein above. The debriefing may be held, in the discretion of the City, by telephone conference call. The debriefing is not the forum to challenge the bid's specification, requirements, or the selection criteria. The debriefing procedure provided herein to all requesting and unsuccessful Bidders to the City's Invitation for Bid is the exclusive and sole remedy and means of receiving information upon the respective Bidder's evaluation and preliminarily challenging of the award.

6. Protest

The protest process is made available if an unsuccessful Bidder cannot reach agreement with the City after undergoing the debriefing process described herein above. Should an unsuccessful Bidder request a debriefing, and believes its submittal to be the most responsive to the City's Invitation for Bid and that the City has incorrectly selected another Bidder for award, the appealing Bidder may submit a protest of the selection as described below:

All protests must be made in writing, dated, signed by the Bidder or an individual authorized to sign Contracts on behalf of the protesting Bidder, and contain a statement of the reason(s) for protest; citing the law(s), rule(s) and regulation(s) or procedure(s) on which the protest is based. The protesting Bidder must provide facts and evidence to support the protest.

Protest(s) to City's notification to award must be sent either by U.S. mail, postage prepaid, or by personal delivery to:

City of Atwater
Attn: City Clerk
750 Bellevue Road
Atwater, Ca 95301

All protests in relationship to the City's intended award decision must be received by the City Manager no later than seven (7) working days following the City's U.S. postal mail, facsimile, or email of the "Notice of Intent to Award" to the Bidder.

7. Protest Procedures

A Bidder protesting the results of any of the processes described herein must follow the procedures set forth. By submitting a "Letter of Intent to Protest", the Bidder has agreed that the protest procedures herein shall precede any action in a judicial or quasi-judicial tribunal regarding this proposal. Protests that do not follow these procedures shall not be considered. The protest procedures constitute the sole administrative remedy available to the Bidder under this procurement. Upon exhaustion of this remedy no additional recourse is available with the City of Atwater.

Upon receipt of the formal protest, the City Manager, or his/her designee, will attempt to resolve the protest. If the protest has not been resolved, the Bidder will have an opportunity to address the City Council stating their concerns. The decision of the City Council constitutes the final step of the Bidder's administrative remedy. A protest shall be disallowed when, in the judgment of the City Manager, or his/her designee, or City Council, it has been submitted: (1) as a delay tactic; (2) for the purpose of posturing the protester advantageously for future procurement; (3) in a form that deviates from the one prescribed; (4) without adequate factual basis or merit; or (5) in an untimely manner.

If a protesting Bidder does not appear at the protest hearing as scheduled by City of Atwater, the protest will be disallowed.

ATTACHMENT A
SIGNATURE SHEET

I/We the undersigned hereby certify that I/We am/are a duly authorized official of the company and have the authority to sign on behalf of the company and assure that all statements made in the bid are true. I/We agree to furnish and deliver the specified items/services at the prices stated herein, and have read, understand, and agree to the terms and conditions contained herein and on all the attachments.


Name of Individual/Company: Proforce Marketing, Inc.

Business Address: 2625 Stearman Rd Ste A, Prescott, AZ 86301

Telephone No.: 928-776-7192 Fax : 928-445-3468

County Business License No. _____ Expiration Date: _____

State Business License No. SR0H100370647 Expiration Date: n/a


Signature of Authorized Official: 

Name/Title of Authorized Official: Amanda Cronkhite, Contract Specialist

E-Mail: sales@proforceonline.com

**THIS PAGE MUST BE COMPLETED AND RETURNED WITH BID
ATTACHMENT B
BID SHEET**

I/We agree that the prices stated herein will be firm for ninety (90) calendar days from the Bid Submittal Deadline.

| Item No. | Qty | Description | Price |
|----------------|-----|--|--------------|
| 1. | 40 | Sig Sauer P320 W320CA9BXPRX-XF SIG LE P320CA 9MM PRO N/S 17RD D/S(W320CA-9-BXR3-PRO-RXP), 3 magazines per firearm | \$27,858.00 |
| 2 | | TAXES AND APPLICABLE FEES (8.25%) | \$2,298.29 |
| TOTAL | | | \$ 30,156.29 |
| DATE 11/7/2022 | | SIGNATURE:  | |

THIS PAGE MUST BE COMPLETED AND RETURNED WITH BID

ATTACHMENT C
REFERENCE LIST

1) NAME: Arizona Department of Public Safety

ADDRESS: 2010 W Encanto Blvd Phoenix AZ 85009
 P.O. Box/Street City State Zip

CONTACT PERSON/TITLE: Pat Jonas, Sr. Procurement Specialist

TELEPHONE NUMBER: 602-223-2451 FAX NUMBER: _____

EMAIL ADDRESS: pjonas@azdps.gov

DOLLAR AMOUNT OF CONTRACT: Last years sales \$1,100,000.00

DATE AND SERVICES PROVIDED: Customer since 2005. Providing firearms and protective equipment.

2) NAME: Orange County Sheriff's Department

ADDRESS: 1900 W Katella Ave Orange CA 92867
 P.O. Box/Street City State Zip

CONTACT PERSON/TITLE: Darren Davenport, Deputy

TELEPHONE NUMBER: 714-538-2612 FAX NUMBER: _____

EMAIL ADDRESS: DDavenport@ocsheriff.gov

DOLLAR AMOUNT OF CONTRACT: Last years sales \$200,000.00

DATE AND SERVICES PROVIDED: Customer since 2004. Providing firearms and protective equipment.

3) NAME: West Covina Police Department

ADDRESS: 1444 West Garvey Ave West Covina CA 91790
 P.O. Box/Street City State Zip

CONTACT PERSON/TITLE: Danny Armas, Sergeant

TELEPHONE NUMBER: 626-939-8569 FAX NUMBER: _____

EMAIL ADDRESS: darmas@wcpd.org

DOLLAR AMOUNT OF CONTRACT: Last years sales \$60,000.00

DATE AND SERVICES PROVIDED: Customer since 2005. Providing firearms and protective equipment.

THIS PAGE MUST BE COMPLETED AND RETURNED WITH BID

QUOTE #: 021092

Price Quote

QUOTE DATE: 01/27/2023

TERMS: Net 30

Cust. ID #: 000360

Type: FET OUT - Agency

County: FRESNO

Ship To: FOWLER POLICE DEPT.

MICHAEL REID

128 S. 5TH STREET

FOWLER, CA 93625

PHONE: (559) 834-3254 FAX: (559) 834-1284



Here are the requested prices:

PRICES PER THOUSAND ROUNDS

| QUANTITY | SYMBOL | DESCRIPTION | PRICE | EXTENSION |
|----------|--------|------------------------------|----------|------------|
| | | | \$0.00 | \$0.00 |
| 9.500 | Q4172 | 9mm 115gr. Full Metal Jacket | \$266.00 | \$2,527.00 |

NOTES:

Chief Reid,

See above for your quote, and let me know if you have any questions. At this time (which can change quickly) the ammo quoted for Will Call is currently available for pickup after order finalization.

Chris

SUBTOTAL: \$2,527.00

TAX RATE: 7.750% TAX*: \$195.84

SHIPPING: \$0.00

TOTAL: \$2,722.84

To proceed with the order as quoted, please confirm the details above, and sign & complete below:

Quote is for official department use only

Will Call Pickup Date _____

PO# (if appl.) _____ Authorization Signature _____

Date _____ Name & Title _____

CITY OF FOWLER SALES AGREEMENT No. ____
Agreement for Sale of Surplus City Personal Property Firearm
(Firearm – Former Service Weapons)

THIS AGREEMENT is made and entered into this ____ day of _____, 2023, by and between the CITY OF FOWLER, a California municipal corporation (hereinafter referred to as "CITY"), and _____, a peace officer employed by the City of Fowler Police Department, (hereinafter referred to as "BUYER").

WHEREAS, pursuant to Penal Code section 27610, CITY, by and through the Fowler Police Department, may sell surplus firearms belonging to the CITY that are required for public use directly to a current peace officer; and

WHEREAS, the CITY is replacing and will no longer require use of the service weapon described in Section 1 of this Agreement; and

WHEREAS, BUYER is a full-time peace officer and employee of the City of Fowler Police Department; and

WHEREAS, pursuant to Penal Code section 27610, CITY wishes to sell to BUYER, and BUYER wishes to purchase from CITY, the former service weapon described in Section 1 of this Agreement from CITY.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

1. Description of the Property. BUYER hereby agrees to purchase the _____ handgun, Serial No. _____ ("Firearm").

2. Transfer of All Rights, Title and Interest in the Firearm. CITY hereby agrees to sell, convey, and transfer all of its rights, title, and interest in the Firearm to BUYER, and BUYER hereby agrees to purchase the Firearm from CITY.

3. Firearm Sold "As Is." The Firearm is used and sold on an "as is" basis, without warranty or recourse of any kind. CITY makes no warranties, either express or implied, as to the condition or suitability for BUYER's intended use(s), and BUYER has not relied on any promise, representation, or statement by CITY other than those contained in this Agreement. Any maintenance and/or repair costs to the Firearm shall be the sole responsibility and obligation of BUYER.

4. Transfer of Firearm. CITY shall deliver the Firearm directly to BUYER pursuant to Penal Code section 27610.

5. Purchase Price. BUYER shall pay CITY the sum of _____ (\$_____.00) for the purchase of the Firearm ("Purchase Price"). The Purchase Price is determined as the fair market value of the Firearm by reference to the Blue Book of Gun Values, pursuant to Public Contract Code Section 10334(c). Payment of the Purchase Price shall be made immediately upon BUYER taking possession of the Firearm. Payment may be made by mailing payment to the attention of: _____.

6. Indemnify, Defend, and Hold Harmless. BUYER shall defend, indemnify and hold harmless CITY, the City Council (and each member thereof), and CITY's officers, employees, and agents from every expense, cost, loss, or claim, arising in any way, in whole or in part, from the purchase, transport, or use of Firearm.

7. Binding Effect. This Agreement may not be assigned by either party except with the express written consent of the other party. All unpermitted assignments are void and invalid. This Agreement is binding upon the permitted heirs, successors, and assigns of the parties.

8. Entire Agreement. This Agreement represents the entire Agreement between CITY and BUYER with respect to the Firearm, and supersedes and cancels all previous oral agreements, arrangements, negotiations, agreements, and understandings between the CITY and BUYER. There are no representations or express or implied warranties between CITY and BUYER other than those contained in this Agreement.

9. Amendments. This Agreement cannot be changed or supplemented orally but may only be modified or superseded by written instrument signed by both parties.

* * * * *

IN WITNESS WHEREOF the foregoing Agreement is executed on the date and year first above-written.

BUYER

CITY OF FOWLER

By: _____
(Signature)

Wilma Tucker, City Manager

(Print Name)

Approved as to Legal Form:
City Attorney

Title: _____

By: _____