



**MEETING OF THE FOWLER CITY COUNCIL
AGENDA
TUESDAY, FEBRUARY 21, 2023
7:00 P.M.
CITY COUNCIL CHAMBER
128 SOUTH 5TH STREET
FOWLER, CA 93625**

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

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

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

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

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

<https://us06web.zoom.us/j/89259119044?pwd=MHVOdGhaVENtTmhUM3pPNmR4RmtYZz09>

Telephone Number: (253) 215-8782

Meeting ID: 892 5911 9044

Passcode: 271421

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

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

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

1. Meeting Called to Order
2. Roll Call
3. Invocation by Pastor Jesus Valencia of Vision Church
4. Pledge of Allegiance
5. Public Comment

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

5-A. WORKSHOP by Lee Ann Eager, President & CEO, Fresno County Economic Development Corporation

6. Consent Calendar

Items on the Consent Calendar are considered routine and include a recommended action from Staff and shall be acted on by one motion of the Council. If a Councilmember requests additional information or would like to pull an item for discussion, that item shall be pulled from the Consent Calendar and acted upon separately. A Councilmember may register an action on an individual item without pulling the item from the Consent Calendar. A motion to approve the Consent Calendar is deemed to include a motion to waive the full reading of any ordinance or resolution on the Consent Calendar. For adoption of ordinances, only those which received a unanimous vote of the Councilmembers present at introduction shall be eligible for placement on the Consent Calendar.

6-A. RATIFY Warrants for February 21, 2023

6-B. APPROVE Minutes of the February 7, 2023 Special City Council Meeting

- 6-C. ADOPT 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 (Planning)
- 6-D. APPROVE a funding agreement with Department of Water Resources for the construction of a new Municipal Water Well in the amount of \$2,073,450 (Public Works)
- 6-E. APPROVE an agreement with Fireworks America in an amount not to exceed \$25,360 for the Annual 4th of July Fireworks Show on July 4, 2023 (Recreation)
- 7. Contested Consent Calendar - Items pulled from the Consent Calendar will be heard individually immediately after action is taken on the Consent Calendar.
- 8. General Administration
 - 8-A. Planning
 - i. Consider Introduction of Ordinance 2023-02, an Ordinance of the City Council of the City of Fowler amending sections 1-8.02 and 1-8.08 of chapter 8, of title 1, of the Fowler Municipal Code regarding administrative citations; adding chapter 25 to title 5 regarding the regulation of short-term rentals; adding section 6-2.313, of article 3, of chapter 2, of title 6 regarding violations of unauthorized dumping of trash; and amending chapters 2, 3, 7, 9, and 10 of title 8 to provide updates to the City's adoption of the California Administrative, Electrical, Housing, Mechanical, and Dangerous Buildings Codes.
(Item to be continued to March 21, 2023 City Council meeting)
 - 8-B. Public Works
 - i. WORKSHOP on Water Rate Study progress
- 9. City Manager
 - 9-A. Introduction of Ordinance 2023-03, an Ordinance Amending Title 2, Chapter 1 of the Fowler Municipal Code regarding the City Council, and Title 2, Chapter 2 of the Fowler Municipal Code regarding the Planning Commission and the Recreation Commission
- 10. Staff Communications (City Manager)
- 11. Councilmember Reports and Comments
- 12. Adjourn

Next Ordinance No. 2023-04
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 17, 2023.

Angela Vasquez

*Angela Vasquez
Deputy City Clerk*

EDC Services Overview

Presented to the Fowler City Council
February 21, 2023



OUR STORY

Spearheaded by Charles Tingey and in partnership with the Chamber of Commerce, the EDC was established in 1981. The Chamber board members recognized the need for a separate organization to provide complementing services to the local business community. Now, over 40 years later, EDC is an internationally award-winning organization supported by a 34 Member Board of Directors and over 100 public/private investors that provide a creative license to support innovation around business attraction, expansion and retention.

OUR MISSION

To market Fresno County as the premier location for business prosperity.

OUR VISION

To be recognized as the essential connection for expanding economic development in the Central Valley.

EXECUTIVE COMMITTEE

CHAIR Nicholas Audino, Newmark Pearson Commercial

VICE CHAIR Raj Beasla, Pacific Gas and Electric

TREASURER Frank Hambalek Jr., Wiebe, Hinton, Hambalek, LLP CPA

Secretary Ed Dunkel, Precision Civil Engineering, Inc.

*IMMEDIATE PAST CHAIR Al Solis, Sol Development Associates, LLC
Principal*

DESIGNATED DIRECTOR Andy Haussler, City of Clovis

DESIGNATED DIRECTOR Paul Nerland, County of Fresno

DESIGNATED DIRECTOR Georgeanne White, City of Fresno

AT-LARGE DIRECTOR John Brelsford, Diversified Development Group

AT-LARGE DIRECTOR Richard Caglia, Caglia Environmental

BOARD OF DIRECTORS

Robert Amaro, JPMorgan Chase & Co.

Steve Brandau, Fresno County Board of Supervisors

Christopher A. Brown, Fennmore, Dowling Aaron

Adam Goldfarb, Manco Abbott, Inc.

Carole Goldsmith, SCCC

Derek Hayashi, Valley Health Team

Debbie Hunsaker, Alert-O-Lite, Inc.

John Jansons, Westside Cities

Nelson Esparza, City of Fresno, Councilmember

Kurt Madden, Career Nexus

Scott Miller, Fresno Chamber of Commerce

Wade Nagy, Kaiser Permanente

Dr. Ram Nunna, California State University, Fresno

Ross Parnagian, Fowler Packing

Ken Ramos, Central Valley Community Bank

Emilia Reyes, Fresno Economic Opportunities Commission

Chuck Riojas, FMKT Building Trades

Peter Sanchez, Fresno Metropolitan Flood Control

Josh Sherfield, Quiring General, LLC

Buk Wagner, Colliers International

Tyrone Roderick Williams, Fresno Housing

Katie Zenovich, Community Medical Centers

Nicole Zieba, Five Cities JPA

Tom Zimmerman, CORE Business Interiors

Five Cities JPA - EDC PARTNERSHIP

Long standing partnership serving Eastside cities

- Membership: 7 Eastside cities & County of Fresno
- Board of Directors– Elected Representatives
- Executive Committee– CAO/City Managers or designee
- EDC Administers Quarterly Meetings between Five Cities and EDC Staff
- Coordination on city requests and EDC services



EDC Services



Fresnoedc.com/CenterPoint

t

EDC Services for Five Cities JPA - Fowler's cost of \$3,000

- Administration
 - Government filings
 - Budgets, Minutes, Logistics
- Business Development
 - Expansion/Retention: focused local business engagement
 - Attraction: Coordinate requests, site selection efforts and trade shows & missions (attraction)
- Capacity Building
 - Technical subject matter expertise
 - Policy Development/Support
 - Grant development
 - Guest speakers
- Marketing/Promotion
 - Develop Local Business Resources
 - Digital Marketing
 - Brand launch Events (CenterPoint District)

FWLER BUSINESS EXPANSION & RETENTION IMPACTS



Connect businesses to resources and incentives:

- Workforce
- Financing/Tax Credits
- Fee Reductions
- Import/Export of products
- Energy Savings

Pandemic Era Impacts:

- \$263k in NEO Wage Reimbursements
- \$135k in HUB Grants
- \$114k in PPP and Covid Relief Grants
- Cal Competes Tax Credits:
 - Sierra Agra: \$1,150,000
 - Esbenshade's: \$425,000

\$2 million in Direct Funding to Local Businesses

WORKFORCE TRAINING PROGRAMS

INTEREST IN TRUCK DRIVER TRAINING

TRUCK DRIVER TRAINING

FOCUSED ON LOCAL
AND LONG DISTANCE
TRUCK DRIVING
PREPARES STUDENTS FOR
DMV CLASS A LICENSE EXAM!

CLASS STARTS: 03/27/2023

FOR MORE INFORMATION
CONTACT AURELIO PRECIADO
(559) 600-9537



MINIMUM QUALIFICATIONS

- ACTIVE LICENSE FOR AT LEAST 1 YEAR
- CLEAN DMV RECORD
- SUBMIT DMV K4 REPORT TO JOB SPECIALIST
- NO RESTRICTIONS TO DRIVER'S LICENSE
- 8TH GRADE READING LEVEL
- PASS DRUG TEST
- PASS MEDICAL EXAM
- ACTIVE CALWORKS CASE



John Lawson
Truck Driving Program

WANT A CAREER IN THE TRADES INDUSTRY? Valley Apprenticeship Connections

IS THE PLACE FOR YOU!

Register for Orientation

NOW!

Class begins **April 3, 2023**

WHAT STUDENTS GET:

- 12 Weeks Training Program
- 9 Certifications upon completion
- Acquire construction related skill-sets
- Soft-skill attainment
- "Meet & Greet" opportunity with associated builders and contractors

MINIMUM REQUIREMENTS:

- Must be 18 years old
- Active CalWORKs
- Welfare-to-Work participant

For more information, call:
Fresno EDC
559-476-2500

Location

Fresno EOC
1371 Stanislaus St
Fresno, CA 93706



SCAN ME



Valley Apprenticeship Connections

CENTRAL VALLEY TRAINING CENTER

BUILDING CAREERS. CREATING POSSIBILITIES.

At the Central Valley Training Center in Selma, we help students prepare for careers in over ten different trades. Over a 12-week course, you'll receive comprehensive and innovative introduction to careers as a:

- BRICKLAYER
- CARPENTER
- CEMENT MASON
- ELECTRICIAN
- IRON WORKER
- TEAMSTER
- OPERATING ENGINEER
- PAINTER & ALLIED TRADE
- PLUMBER & PIPE FITTER
- ROOFER/WATERPROOFER
- SHEET METAL WORKER

SIGN UP TODAY

COHORT 9

April 17, 2023 -
July 7, 2023

MINIMUM REQUIREMENTS:

Must be at least 18 years old | Have a valid driver's license | Ability to pass a drug test
APPLY ONLINE AT CVTCProgram.com

Have questions?

Contact Sherry Neil at sneil@fresnoedc.com



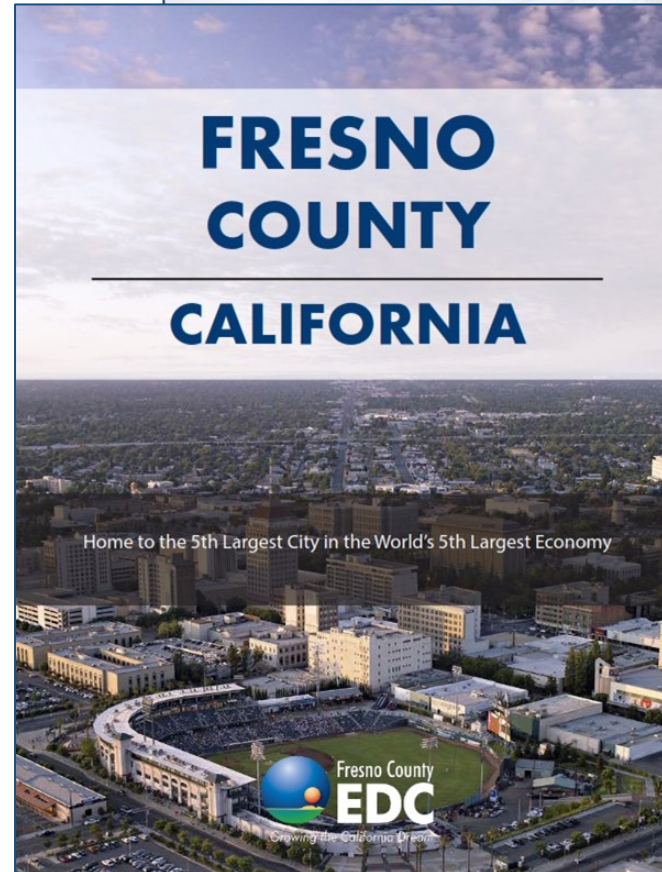
**Central Valley Training
Center**

Customized Request for Information (RFI) response packets that include:

- Location competitive advantages
- Available real estate
- Local incentives
- Regional data
- Industry data
- Labor availability
- Quality of life

Available Retail Sites

LOCAL INCENTIVES



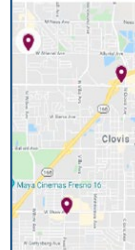
up to develop the Enhanced
anced Rate reduction on

ring incentives available to
p consider and negotiate a
s).
ples of revenues generated
y revenue sharing subsidies
s, and any other local

y's Plan Review/Building

roducing development
would save \$176,000 in

rs.com
rs.com
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rs.com



Attractions Marketing:

Info and Materials

- Economic Profile
- Fowler Trifold

Tradeshows and Events

- Manufacturing Summit
- MADE: Central CA
- SelectUSA
- WestPack
- ICSC
- Site Selector Guild

Foreign Direct Investment

Prime Location

The City of Fowler is committed to attracting new businesses and retaining and growing existing businesses, while maintaining its small-town charm through smart growth. Fowler has abundant commercial and industrial land, as well as reliable utilities and water supply infrastructure. It also has multiple highway and rail access points, is centrally located on the Golden State Avenue Corridor, and is the gateway via Manning Avenue to many east county communities.

FEDERAL INCENTIVES:

Opportunity Zones:

Available at the Federal level originating from Tax Cuts and Jobs Act of 2017. Opportunity Zones are designed to incentivize capital investments in low-income communities nationwide.

- A temporary deferral: of inclusion in taxable income for capital gains reinvested into an Opportunity Fund.
- Long term investment: the basis is increased by 10% if the investment in the Opportunity Fund is held by the taxpayer for at least 5 years and by additional 5% if held for at least 7 years, thereby excluding up to 15% of the original gain from taxation.
- Permanent Exclusion: of taxable income from sale or exchange of an investment inside an Opportunity Zone for investments held up to at least 10 years.

Foreign Trade Zone (FTZ):

Fresno County is part of FTZ No.226. The FTZ Program is a federal program used to help encourage value added activity at U.S. facilities in competition with foreign alternatives by allowing delayed or reduced duty payments on foreign merchandise, as well as other savings.

- Duty exemption
- Duty deferral
- Logistical benefits
- Ad valorem tax exemption

HUBZone (Historically Underutilized Business Zone):

Federal program that helps small businesses in designated cities gain preferential access to federal procurement opportunities.

New Market Tax Credits (NMTC):

The New Market Tax Credit is a federal financing program created to spur new or increased commercial or industrial investments in economically distressed areas. Business can receive capital to fund projects, business expansion, or debt refinancing.

- Project must have a community benefit (i.e. job creations of skilled workforce or employ those from under-served communities).
- NMTC can fund 20%-23% of a proposed project.
- Ideal for projects seeking between \$1million to \$9million of additional capital.

HIRING INCENTIVES

New Employment Opportunities (NEO) Program:

Wage reimbursement available to qualified employers hiring qualifying Fresno County residents.

Month 1-3 100% Reimbursement

Month 4-6 75% Reimbursement

*Extensions available for up to a full year of partial reimbursement.

Business Incentives

STATE INCENTIVES:

California Competes Tax Credit:

State income tax negotiated between the state and businesses that want to grow or relocate in California. Credit amount depends on several factors, including, but not limited to: job creation, economic impact, amount of investment in California by business.

• Fresno County businesses have been awarded over \$16.5 million in state tax credits from 2018 through 2021.



Vision:

To market Fresno County as the premiere location for business prosperity

HISTORY AND IMPACT

Founded in 1981, the Fresno County Economic Development Corporation is a public/private nonprofit organization established to market Fresno County as the premier location for business prosperity. We facilitate site selection for new businesses within Fresno County, and also assist in the retention and expansion of businesses through our alliance with collaborative partners and resources.

For over 40 years we have built relationships throughout the Central Valley, the nation, and the world. With a knowledgeable staff, influential board, and over 100 committed investors we have been able to attract, expand, and retain business in Fresno County, and grow the California dream.

Contact

Fresno County Economic Development Corporation
1060 Fulton Street, 4th Floor
Fresno, CA 93721
(559) 476-2500

City of Fowler



36.6305° N, 119.6785° W

City of Fowler • 128 S. 5th St • Fowler, CA 93625

Wilma Tucker - City Manager

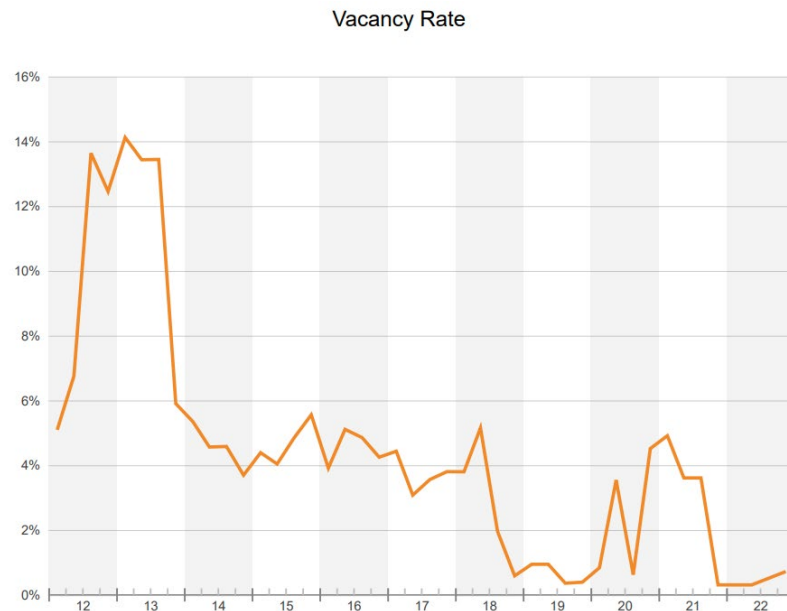
wtucker@ci.fowler.ca.us

(559) 834-3113 • www.fowlercity.org

Fowler Vacancy Rates

Fresno EDC Vacancy Actions:

- Presented the Opportunity Analysis
- Worked with firms and proposing their available properties
- Proactive discussions with city staff to assist in occupying vacancies



NOTABLE ATTRACTIONS - ESBENSHADE GREENHOUSES, INC

ABOUT

- Help growers of any stage of the production cycle get the most from their production.
- Offers a diverse line of Spring & Fall annuals, expertly-grown poinsettias, vegetable plants, perennials, Succulents, and more!

SERVICES PROVIDED:

- Conduct economic reports
- Introduction via broker
- Assist with available incentives
 - \$425k in Cal Competes Tax Credits

Local Economic and Social Impact

- Job creation: 37 jobs supported



NOTABLE ATTRACTIONS - SIERRA AGRA

ABOUT

- Innovative ag tech to create fruit juices, purees, concentrates, and aromas from raw product that doesn't reach market
- Business Model:
 - 120 high-paying jobs with benefits
 - Divert massive amounts of fruit from landfills

SERVICES PROVIDED:

- Site selection and expansion
- \$1.1 million in Cal Competes Tax Credits
- Impact and environmental evaluation
- New Employment Opportunities Program (NEO)

Local Economic and Social Impact

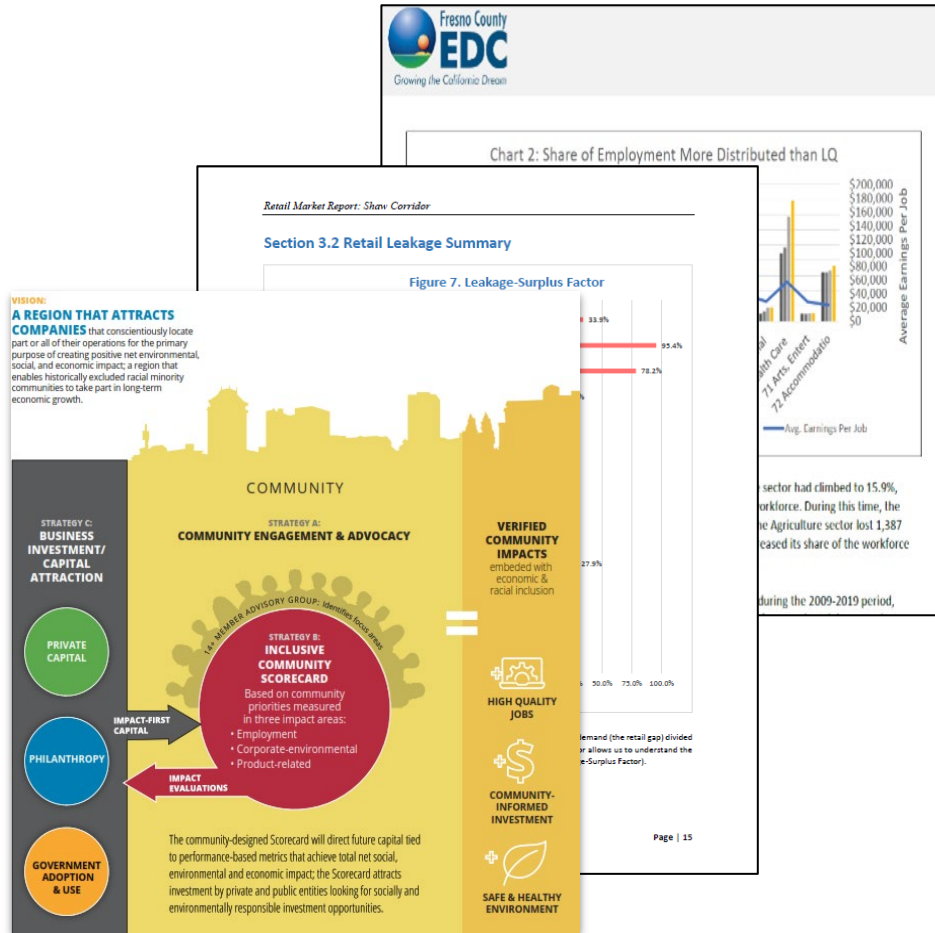
- Job creation: 204 jobs supported (120 direct)
- Direct, induced, and indirect economic impact: \$170,002,372
- Reduction of waste and associated greenhouse gas emissions: 27,000 MT



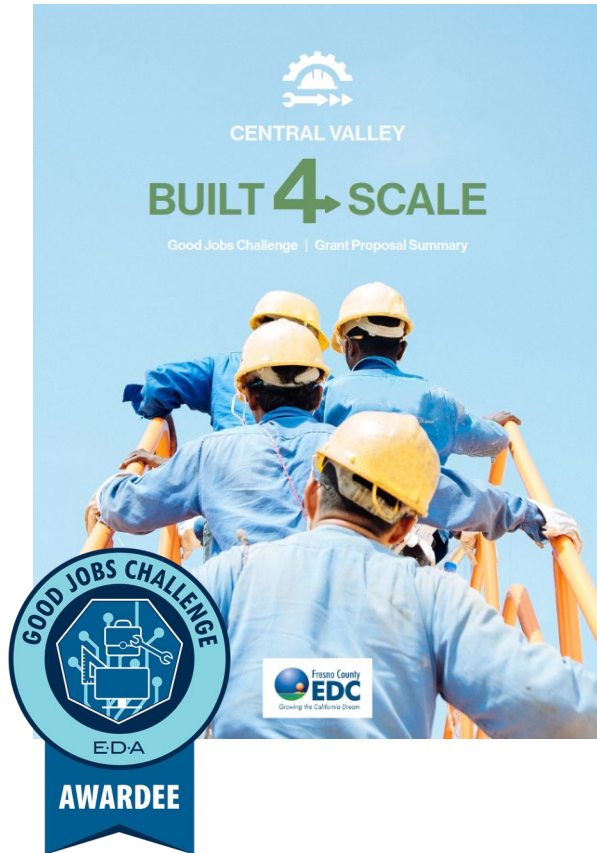
UTILIZING DATA TO DRIVE DAY-TO-DAY ACTIVITIES

EDC utilizes statistically sound data and analysis to drive our day-to-day activities around expansion, retention and attraction strategies.

- Economic impact reports
- Impact measurement
- Incentive/tax credit calculator
- Industry specific targeted recruitment analysis
- Jobs-skills gap analysis
- Market gap/leakage reports (e.g. Retail Market Report)
- Program performance evaluation
- Quarterly top jobs analysis
- Synthesization of growing industry clusters and trends
- Grant support (i.e. EDA)



EDA GOOD JOBS CHALLENGE AWARD



\$23 Million awarded to support employment focused training that results in 2,500 job placements by 2027 in 4 in-demand sectors:

Business Services, Construction, Manufacturing, and Transportation

Any size business would be eligible to participate as an employer helping to define and refine training program outcomes

Four County Partnership: Fresno, Kings, Madera, and Tulare

At the federal level, the Departments of Commerce, Labor, and Education are supportive of Good Jobs and will seek to design funding opportunities that sustain these programs

Continued -EDA GOOD JOBS CHALLENGE AWARD

4 Core Program Components:

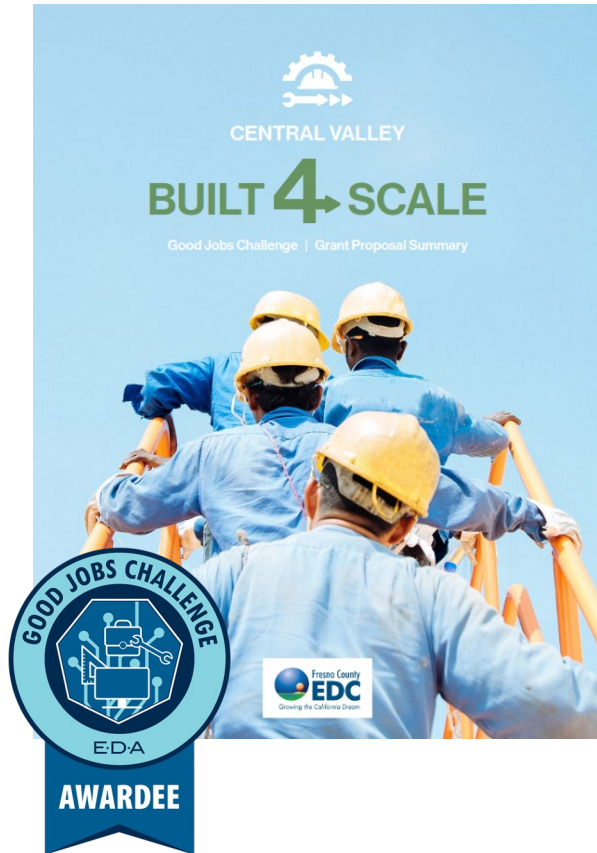
1. Agile programming:

- Co-created by employers to increase entry-level and upskilled incumbent worker pipelines
- Focused on skills needed by employers now to meet demand and spur economic growth
- Short-term, mid-term, and long-term training options available

1. Strategic investments in existing career pathways to scale impact by providing services in new locations and/or at new times

1. Community informed, place-based services including recruitment, case management, wraparound services and career navigation located throughout the service region with transportation assistance and/or nearby training options available to increase accessibility

1. Best-in-class resource platforms for jobseekers and partnering agencies, employers, and CBOs so every participant has a chance to have his or her needs met while training and seeking employment





California Transportation Commission



Chair Eager

- The California Transportation Commission (CTC) was established in 1978 out of a growing concern for a single, unified California transportation policy.
- Responsible for programming and allocating funds for the construction of highway, passenger rail, transit and active transportation improvements throughout California.
- Advises and assists the Secretary of the California State Transportation Agency and the Legislature in formulating and evaluating state policies and plans for California's transportation programs.
- The Commission is also an active participant in the initiation and development of State and Federal legislation that seeks to secure financial stability for the State's transportation needs

THANK YOU



Fresno County
EDC

Growing the California Dream



CITY OF FOWLER
WARRANTS LIST
February 21, 2023

<u>ACCOUNTS PAYABLE CHECKS</u>	<u>CHECK NUMBERS</u>	<u>CHECK DATES</u>	<u>AMOUNT</u>
Regular checks	40788-40885	January 30 thru February 15	\$ 224,672.24
TOTAL ACCOUNTS PAYABLE CHECKS			<u>\$ 224,672.24</u>
<u>PAYROLL COSTS</u>			
First February Bi-Monthly Payroll		February 15, 2023	\$ 101,421.42
TOTAL PAYROLL COSTS			<u>\$ 101,421.42</u>
TOTAL CASH DISBURSEMENTS			<u>\$ 326,093.66</u>

NOTE:

Check #40807
Check #40808

Void Check
Void Check

SUPERION
DATE: 02/15/2023
TIME: 18:24:15

CITY OF FOWLER
CHECK REGISTER - DISBURSEMENT FUND

PAGE NUMBER: 1
ACCTPA21

SELECTION CRITERIA: transact.check_no between '40788' and '40885'
ACCOUNTING PERIOD: 8/23

FUND - 100 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DEPT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1001	40788	01/30/23	10995	ADT SECURITY SERVICES	6700	SEC SYS FEB-APR 23	0.00	179.93
1001	40789	01/30/23	10007	ALERT-O-LITE, INC	5000	UNIFORM STREETS	0.00	14.90
1001	40790	01/30/23	14802	AMARJEET GILL	6010	MILEAGE CM ACADEMY	0.00	248.59
1001	40791	01/30/23	14519	AMAZON CAPITAL SERVICES	6010	COUNCIL SUPPLIES	0.00	22.87
1001	40791	01/30/23	14519	AMAZON CAPITAL SERVICES	6120	PD SUPPLIES	0.00	22.87
1001	40791	01/30/23	14519	AMAZON CAPITAL SERVICES	6200	LIGHTS-STREETS	0.00	1,551.76
TOTAL CHECK							0.00	1,597.50
1001	40792	01/30/23	10549	AT&T MOBILITY	6120	AT&T FIRSTNET	0.00	300.77
1001	40792	01/30/23	10549	AT&T MOBILITY	6120	AT&T 1/11/23	0.00	707.23
TOTAL CHECK							0.00	1,008.00
1001	40793	01/30/23	14795	AUTOMATED ACCESS	6200	GATE MAINT PW YARD	0.00	731.70
1001	40794	01/30/23	10024	BSK ASSOCIATES	5000	WATER TEST	0.00	199.00
1001	40795	01/30/23	11291	THE BUSINESS JOURNAL	6150	P.C. CUP APP 22-41	0.00	570.00
1001	40796	01/30/23	14803	CARLOS MACIAS	6120	PARKING HOTEL MACIAS	0.00	72.00
1001	40796	01/30/23	14803	CARLOS MACIAS	6120	PER DIEM 2/24 MACIAS	0.00	300.00
1001	40796	01/30/23	14803	CARLOS MACIAS	6120	HOTEL 2/20-2/24 MACIA	0.00	975.08
TOTAL CHECK							0.00	1,347.08
1001	40797	01/30/23	14053	CENTRAL VALLEY GUNS	6120	SHOTGUN MAINTENANCE	0.00	627.96
1001	40798	01/30/23	14356	COMCAST	6120	COMCAST BUSINESS	0.00	191.82
1001	40798	01/30/23	14356	COMCAST	6120	COMCAST BUSINESS	0.00	1,259.55
TOTAL CHECK							0.00	1,451.37
1001	40799	01/30/23	14804	CONTRA COSTA COUNTY SHER	6120	LIDAR TRN MACIAS/SALA	0.00	202.00
1001	40799	01/30/23	14804	CONTRA COSTA COUNTY SHER	6120	RADAR TRN MACIAS/SALA	0.00	436.00
TOTAL CHECK							0.00	638.00
1001	40800	01/30/23	10124	COUNTY OF FRESNO	6120	DISPATCH SVC JAN23	0.00	9,324.87
1001	40801	01/30/23	10084	DEPARTMENT OF JUSTICE	6120	BAC ANALYSIS	0.00	210.00
1001	40802	01/30/23	10488	FOWLER UNIFIED SCHOOL DI	6120	FUEL DEC 22	0.00	1,978.45
1001	40802	01/30/23	10488	FOWLER UNIFIED SCHOOL DI	6120	FUEL OCT 22	0.00	2,515.23
1001	40802	01/30/23	10488	FOWLER UNIFIED SCHOOL DI	6120	FUEL NOV 22	0.00	2,515.27
TOTAL CHECK							0.00	7,008.95
1001	40803	01/30/23	10104	FPOA	100	EMP DED 1/31/23	0.00	225.00
1001	40804	01/30/23	14749	HOFFMAN SECURITY	6020	MONTHLY SVCS	0.00	125.00
1001	40805	01/30/23	13496	KEENAN & ASSOCIATES	6030	HEALTH BENEFITSFEB23	0.00	526.95
1001	40805	01/30/23	13496	KEENAN & ASSOCIATES	6400	HEALTH BENEFITSFEB23	0.00	808.97
1001	40805	01/30/23	13496	KEENAN & ASSOCIATES	6700	HEALTH BENEFITSFEB23	0.00	808.97

SUPERION
DATE: 02/15/2023
TIME: 18:24:15

CITY OF FOWLER
CHECK REGISTER - DISBURSEMENT FUND

PAGE NUMBER: 2
ACCTPA21

SELECTION CRITERIA: transact.check_no between '40788' and '40885'
ACCOUNTING PERIOD: 8/23

FUND - 100 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DEPT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1001	40805	01/30/23	13496	KEENAN & ASSOCIATES	6025	HEALTH BENEFITSFEB23	0.00	839.79
1001	40805	01/30/23	13496	KEENAN & ASSOCIATES	6160	HEALTH BENEFITSFEB23	0.00	1,187.20
1001	40805	01/30/23	13496	KEENAN & ASSOCIATES	6020	HEALTH BENEFITSFEB23	0.00	1,521.29
1001	40805	01/30/23	13496	KEENAN & ASSOCIATES	6150	HEALTH BENEFITSFEB23	0.00	1,845.39
1001	40805	01/30/23	13496	KEENAN & ASSOCIATES	6260	HEALTH BENEFITSFEB23	0.00	2,107.83
1001	40805	01/30/23	13496	KEENAN & ASSOCIATES	100	HEALTH BENEFITSFEB23	0.00	2,261.47
1001	40805	01/30/23	13496	KEENAN & ASSOCIATES	6200	HEALTH BENEFITSFEB23	0.00	4,155.66
1001	40805	01/30/23	13496	KEENAN & ASSOCIATES	5000	HEALTH BENEFITSFEB23	0.00	7,037.05
1001	40805	01/30/23	13496	KEENAN & ASSOCIATES	6120	HEALTH BENEFITSFEB23	0.00	10,221.69
TOTAL	CHECK						0.00	33,322.26
1001	40806	01/30/23	13981	LEIST AND ASSOCIATES	6120	IA INVEST 22-003	0.00	7,925.80
1001	40807	01/30/23	14750	MATTHEW SALAS	6120	PER DIEM 2/21-2/24 SA	0.00	300.00
1001	40807	01/30/23	14750	MATTHEW SALAS	6120	PER DIEM 2/21-2/24 SA	0.00	-300.00
TOTAL	CHECK						0.00	0.00
1001	40808	01/30/23	10203	MID VALLEY PACKAGING & S	6150	COPY PAPER PLANNING	0.00	51.49
1001	40808	01/30/23	10203	MID VALLEY PACKAGING & S	6020	COPY PAPER ADMIN	0.00	154.48
1001	40808	01/30/23	10203	MID VALLEY PACKAGING & S	5000	UNIFORMS STREETS	0.00	214.52
1001	40808	01/30/23	10203	MID VALLEY PACKAGING & S	6150	COPY PAPER PLANNING	0.00	-51.49
1001	40808	01/30/23	10203	MID VALLEY PACKAGING & S	6020	COPY PAPER ADMIN	0.00	-154.48
1001	40808	01/30/23	10203	MID VALLEY PACKAGING & S	5000	UNIFORMS STREETS	0.00	-214.52
TOTAL	CHECK						0.00	0.00
1001	40809	01/30/23	10215	NELSON HARDWARE & GIFTS	6200	SUPPLIES PARKS	0.00	47.25
1001	40810	01/30/23	10885	NELSONS POWER CENTER	6200	SUPPLIES STREETS	0.00	195.80
1001	40811	01/30/23	10237	P G & E - SACRAMENTO	2250	MANN/GLDN ST 1/24/23	0.00	16.27
1001	40811	01/30/23	10237	P G & E - SACRAMENTO	6200	429 E MERCED 1/24/23	0.00	105.41
1001	40811	01/30/23	10237	P G & E - SACRAMENTO	6130	220 E MAIN 1/24/23	0.00	1,423.40
TOTAL	CHECK						0.00	1,545.08
1001	40812	01/30/23	12384	PITNEY BOWES GLOBAL FINA	6020	LEASE11/28/22-2/27/23	0.00	340.98
1001	40813	01/30/23	10249	QUILL	5000	WATER SUPPLIES	0.00	18.87
1001	40813	01/30/23	10249	QUILL	6150	PLANNING SUPPLIES	0.00	19.20
1001	40813	01/30/23	10249	QUILL	6200	OFF SUPP-PW	0.00	45.76
1001	40813	01/30/23	10249	QUILL	6010	COUNCIL SUPPLIES	0.00	47.55
1001	40813	01/30/23	10249	QUILL	6030	FINANCE SUPPLIES	0.00	52.33
1001	40813	01/30/23	10249	QUILL	6030	FINANCE SUPPLIES	0.00	60.76
TOTAL	CHECK						0.00	244.47
1001	40814	01/30/23	10251	R & R AUTO REPAIR SHOP	6120	BATTERY #80	0.00	296.74
1001	40815	01/30/23	14805	SBRPSTC	6120	LIDAR TRAINING SOLIAN	0.00	35.00
1001	40816	01/30/23	11060	SOLIAN MARCO	6120	PER DIEM SOLIAN	0.00	75.00
1001	40816	01/30/23	11060	SOLIAN MARCO	6120	HOTEL SOLIAN	0.00	146.61
TOTAL	CHECK						0.00	221.61

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FUND - 100 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DEPT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1001	40817	01/30/23	13647	SUN LIFE FINANCIAL	8500	DENTAL BENEFIT FEB23	0.00	6.56
1001	40817	01/30/23	13647	SUN LIFE FINANCIAL	6030	DENTAL BENEFIT FEB23	0.00	29.91
1001	40817	01/30/23	13647	SUN LIFE FINANCIAL	6400	DENTAL BENEFIT FEB23	0.00	33.18
1001	40817	01/30/23	13647	SUN LIFE FINANCIAL	6700	DENTAL BENEFIT FEB23	0.00	33.18
1001	40817	01/30/23	13647	SUN LIFE FINANCIAL	6025	DENTAL BENEFIT FEB23	0.00	36.50
1001	40817	01/30/23	13647	SUN LIFE FINANCIAL	6150	DENTAL BENEFIT FEB23	0.00	86.25
1001	40817	01/30/23	13647	SUN LIFE FINANCIAL	6020	DENTAL BENEFIT FEB23	0.00	143.98
1001	40817	01/30/23	13647	SUN LIFE FINANCIAL	6160	DENTAL BENEFIT FEB23	0.00	185.79
1001	40817	01/30/23	13647	SUN LIFE FINANCIAL	6260	DENTAL BENEFIT FEB23	0.00	199.08
1001	40817	01/30/23	13647	SUN LIFE FINANCIAL	6200	DENTAL BENEFIT FEB23	0.00	235.56
1001	40817	01/30/23	13647	SUN LIFE FINANCIAL	5000	DENTAL BENEFIT FEB23	0.00	313.84
1001	40817	01/30/23	13647	SUN LIFE FINANCIAL	6120	DENTAL BENEFIT FEB23	0.00	852.68
1001	40817	01/30/23	13647	SUN LIFE FINANCIAL	100	DENTAL BENEFIT FEB23	0.00	1,156.78
TOTAL	CHECK						0.00	3,313.29
1001	40818	01/30/23	13543	UNIFIRST CORPORATION	6700	JANITORIAL SNR CTR	0.00	59.72
1001	40819	01/30/23	10725	VERIZON WIRELESS	6030	CELL PHONE 12/20-1/19	0.00	51.23
1001	40819	01/30/23	10725	VERIZON WIRELESS	6200	CELL PHONE 12/20-1/19	0.00	341.51
TOTAL	CHECK						0.00	392.74
1001	40820	01/30/23	11335	VISION SERVICE PLAN - (C	8500	VISION BENEFIT FEB23	0.00	1.75
1001	40820	01/30/23	11335	VISION SERVICE PLAN - (C	6025	VISION BENEFIT FEB23	0.00	4.93
1001	40820	01/30/23	11335	VISION SERVICE PLAN - (C	6400	VISION BENEFIT FEB23	0.00	9.85
1001	40820	01/30/23	11335	VISION SERVICE PLAN - (C	6700	VISION BENEFIT FEB23	0.00	9.85
1001	40820	01/30/23	11335	VISION SERVICE PLAN - (C	6150	VISION BENEFIT FEB23	0.00	12.80
1001	40820	01/30/23	11335	VISION SERVICE PLAN - (C	6030	VISION BENEFIT FEB23	0.00	13.00
1001	40820	01/30/23	11335	VISION SERVICE PLAN - (C	6160	VISION BENEFIT FEB23	0.00	34.46
1001	40820	01/30/23	11335	VISION SERVICE PLAN - (C	6260	VISION BENEFIT FEB23	0.00	49.23
1001	40820	01/30/23	11335	VISION SERVICE PLAN - (C	6020	VISION BENEFIT FEB23	0.00	66.35
1001	40820	01/30/23	11335	VISION SERVICE PLAN - (C	5000	VISION BENEFIT FEB23	0.00	104.96
1001	40820	01/30/23	11335	VISION SERVICE PLAN - (C	6200	VISION BENEFIT FEB23	0.00	118.14
1001	40820	01/30/23	11335	VISION SERVICE PLAN - (C	6120	VISION BENEFIT FEB23	0.00	227.46
1001	40820	01/30/23	11335	VISION SERVICE PLAN - (C	100	VISION BENEFIT FEB23	0.00	241.98
TOTAL	CHECK						0.00	894.76
1001	40821	01/30/23	10001	WASTE MANAGEMENT CA	6120	PURGE PROPERTY	0.00	1.51
1001	40823	01/30/23	14801	JITENDER SINGH	500	UB REFUND	0.00	79.29
1001	40824	01/30/23	14800	RAMOS, ERICA	500	UB REFUND	0.00	97.18
1001	40825	02/13/23	11689	A & C TIRE SERVICE	6200	FLEET TIRE PATCH	0.00	15.00
1001	40826	02/13/23	10007	ALERT-O-LITE, INC	5000	UNIFORMS STREET	0.00	214.52
1001	40827	02/13/23	14519	AMAZON CAPITAL SERVICES	6010	SUPPLIES CITY HALL	0.00	12.98
1001	40827	02/13/23	14519	AMAZON CAPITAL SERVICES	6025	SUPPLIES CITY HALL	0.00	13.50
TOTAL	CHECK						0.00	26.48
1001	40828	02/13/23	14809	ANDERSON & BALLOU, INC.	5000	WATER MAIN REPAIR	0.00	37,000.00

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FUND - 100 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DEPT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1001	40829	02/13/23	10026	BCT CONSULTING	6120	VOIP 2/1/23	0.00	251.25
1001	40829	02/13/23	10026	BCT CONSULTING	5000	VOIP 2/1/23	0.00	251.25
1001	40829	02/13/23	10026	BCT CONSULTING	6030	VOIP 2/1/23	0.00	251.25
1001	40829	02/13/23	10026	BCT CONSULTING	6150	VOIP 2/1/23	0.00	251.25
1001	40829	02/13/23	10026	BCT CONSULTING	6150	NETWK SVC 2/1/23	0.00	458.69
1001	40829	02/13/23	10026	BCT CONSULTING	6120	NETWK SVC 2/1/23	0.00	458.70
1001	40829	02/13/23	10026	BCT CONSULTING	5000	NETWK SVC 2/1/23	0.00	458.70
1001	40829	02/13/23	10026	BCT CONSULTING	6030	NETWK SVC 2/1/23	0.00	458.70
1001	40829	02/13/23	10026	BCT CONSULTING	6160	HELP SVC 2/2/23	0.00	1,500.00
TOTAL	CHECK						0.00	4,339.79
1001	40830	02/13/23	10024	BSK ASSOCIATES	5000	WATER TEST	0.00	460.00
1001	40831	02/13/23	13143	BUCKLES-SMITH ELECTRIC C	6200	FLUT660 TOOL PW	0.00	277.94
1001	40832	02/13/23	11291	THE BUSINESS JOURNAL	6025	INTRO ORD 2023-01	0.00	270.00
1001	40832	02/13/23	11291	THE BUSINESS JOURNAL	6150	CUP APP 19-02	0.00	375.00
TOTAL	CHECK						0.00	645.00
1001	40833	02/13/23	10506	CALMAT CO DBA VULCAN MAT	6200	ASPHALT REPAIR	0.00	413.16
1001	40833	02/13/23	10506	CALMAT CO DBA VULCAN MAT	6200	ASPHALT REPAIR	0.00	450.04
1001	40833	02/13/23	10506	CALMAT CO DBA VULCAN MAT	6200	ASPHALT REPAIR	0.00	473.36
TOTAL	CHECK						0.00	1,336.56
1001	40834	02/13/23	14356	COMCAST	6700	CABLE 1/25-2/24/23	0.00	6.04
1001	40835	02/13/23	10069	COUNCIL OF FRESNO COUNTY	7100	HOUSING ELEMENT	0.00	12,757.97
1001	40836	02/13/23	14789	DURATION LIGHTING	6200	LIGHTING	0.00	6.20
1001	40838	02/13/23	14245	FOWLER ACE HARDWARE	6200	STREET - SUPPLIES	0.00	-21.60
1001	40838	02/13/23	14245	FOWLER ACE HARDWARE	6200	STREET - SUPPLIES	0.00	1.08
1001	40838	02/13/23	14245	FOWLER ACE HARDWARE	6200	STREET - SUPPLIES	0.00	3.89
1001	40838	02/13/23	14245	FOWLER ACE HARDWARE	6200	STREET - SUPPLIES	0.00	4.97
1001	40838	02/13/23	14245	FOWLER ACE HARDWARE	6200	STREET - SUPPLIES	0.00	7.13
1001	40838	02/13/23	14245	FOWLER ACE HARDWARE	6200	STREET - SUPPLIES	0.00	8.65
1001	40838	02/13/23	14245	FOWLER ACE HARDWARE	6200	STREET - SUPPLIES	0.00	10.38
1001	40838	02/13/23	14245	FOWLER ACE HARDWARE	6200	STREET - SUPPLIES	0.00	10.80
1001	40838	02/13/23	14245	FOWLER ACE HARDWARE	6200	STREET - SUPPLIES	0.00	12.10
1001	40838	02/13/23	14245	FOWLER ACE HARDWARE	6200	STREET - SUPPLIES	0.00	12.98
1001	40838	02/13/23	14245	FOWLER ACE HARDWARE	6200	STREET SUPPLIES	0.00	13.25
1001	40838	02/13/23	14245	FOWLER ACE HARDWARE	6200	STREET - SUPPLIES	0.00	15.14
1001	40838	02/13/23	14245	FOWLER ACE HARDWARE	6200	STREET - SUPPLIES	0.00	21.60
1001	40838	02/13/23	14245	FOWLER ACE HARDWARE	6200	STREET - SUPPLIES	0.00	21.60
1001	40838	02/13/23	14245	FOWLER ACE HARDWARE	6200	STREET - SUPPLIES	0.00	21.63
1001	40838	02/13/23	14245	FOWLER ACE HARDWARE	6200	STREET - SUPPLIES	0.00	23.80
1001	40838	02/13/23	14245	FOWLER ACE HARDWARE	6200	STREET - SUPPLIES	0.00	24.88
1001	40838	02/13/23	14245	FOWLER ACE HARDWARE	6200	STREET - SUPPLIES	0.00	25.52
1001	40838	02/13/23	14245	FOWLER ACE HARDWARE	6200	STREET - SUPPLIES	0.00	27.05
1001	40838	02/13/23	14245	FOWLER ACE HARDWARE	6200	STREET - SUPPLIES	0.00	28.76
1001	40838	02/13/23	14245	FOWLER ACE HARDWARE	6200	STREET - SUPPLIES	0.00	40.28
1001	40838	02/13/23	14245	FOWLER ACE HARDWARE	6200	STREETS - SUPPLIES	0.00	84.29

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CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DEPT	-----DESCRIPTION-----	SALES TAX	AMOUNT
TOTAL CHECK							0.00	398.18
1001	40839	02/13/23	14246	FOWLER ACE HARDWARE	6020	ADMIN SUPPLIES	0.00	2.80
1001	40839	02/13/23	14246	FOWLER ACE HARDWARE	6020	ADMIN SUPPLIES	0.00	7.13
TOTAL CHECK							0.00	9.93
1001	40840	02/13/23	14247	FOWLER ACE HARDWARE	5000	WATER DEPT SUPPLIES	0.00	6.05
1001	40840	02/13/23	14247	FOWLER ACE HARDWARE	5000	WATER DEPT SUPPLIES	0.00	7.56
1001	40840	02/13/23	14247	FOWLER ACE HARDWARE	5000	WATER DEPT SUPPLIES	0.00	10.38
1001	40840	02/13/23	14247	FOWLER ACE HARDWARE	5000	WATER DEPT SUPPLIES	0.00	15.13
1001	40840	02/13/23	14247	FOWLER ACE HARDWARE	5000	WATER DEPT SUPPLIES	0.00	17.51
1001	40840	02/13/23	14247	FOWLER ACE HARDWARE	5000	WATER DEPT SUPPLIES	0.00	20.10
1001	40840	02/13/23	14247	FOWLER ACE HARDWARE	5000	WATER DEPT SUPPLIES	0.00	22.72
1001	40840	02/13/23	14247	FOWLER ACE HARDWARE	5000	WATER DEPT SUPPLIES	0.00	26.57
1001	40840	02/13/23	14247	FOWLER ACE HARDWARE	5000	WATER DEPT SUPPLIES	0.00	29.20
TOTAL CHECK							0.00	155.22
1001	40841	02/13/23	14249	FOWLER ACE HARDWARE	6260	PARKS - SUPPLIES	0.00	8.21
1001	40841	02/13/23	14249	FOWLER ACE HARDWARE	6260	PARK - SUPPLIES	0.00	21.40
1001	40841	02/13/23	14249	FOWLER ACE HARDWARE	6260	PARKS - SUPPLIES	0.00	27.05
1001	40841	02/13/23	14249	FOWLER ACE HARDWARE	6260	PARKS - SUPPLIES	0.00	47.61
1001	40841	02/13/23	14249	FOWLER ACE HARDWARE	6260	PARKS - SUPPLIES	0.00	86.56
TOTAL CHECK							0.00	190.83
1001	40842	02/13/23	10137	GLEIM-CROWN PUMP, INC	5000	PUMP MAINTENANCE	0.00	117.53
1001	40843	02/13/23	11329	JAM SERVICES INC	6200	STREETS - SUPPLIES	0.00	185.26
1001	40844	02/13/23	10189	LEAGUE OF CALIFORNIA CIT	6020	MEMBERSHIP DUES 2023	0.00	4,699.00
1001	40845	02/13/23	10201	METRO UNIFORM & ACCESSOR	6130	FIRE ACD UNFRM ZARATE	0.00	1,095.00
1001	40846	02/13/23	14428	NAVIA BENEFIT SOLUTIONS	6020	COBRA-JAN22	0.00	36.45
1001	40847	02/13/23	10237	P G & E - SACRAMENTO	6200	SUMER&MOGNOLA 1/13/23	0.00	4.49
1001	40847	02/13/23	10237	P G & E - SACRAMENTO	6200	127 S 6TH 1/27/23	0.00	5.22
1001	40847	02/13/23	10237	P G & E - SACRAMENTO	6200	SUMNER/HW99 1/13/23	0.00	8.99
1001	40847	02/13/23	10237	P G & E - SACRAMENTO	6200	TSFR 3LTS 1/13/23	0.00	9.62
1001	40847	02/13/23	10237	P G & E - SACRAMENTO	6200	1292 MILLAR 1/27/23	0.00	9.85
1001	40847	02/13/23	10237	P G & E - SACRAMENTO	6200	LS1-F-HWY LT 1/13/23	0.00	10.32
1001	40847	02/13/23	10237	P G & E - SACRAMENTO	6200	LS1-E-HWY LT 1/13/23	0.00	11.95
1001	40847	02/13/23	10237	P G & E - SACRAMENTO	6200	8TH/VINE 1/13/23	0.00	14.08
1001	40847	02/13/23	10237	P G & E - SACRAMENTO	6200	ADAMS/DEEAN 1/13/23	0.00	14.60
1001	40847	02/13/23	10237	P G & E - SACRAMENTO	6200	692 HILL AVE 1/23/23	0.00	14.78
1001	40847	02/13/23	10237	P G & E - SACRAMENTO	6200	LS1-A HWY LT 1/13/23	0.00	18.77
1001	40847	02/13/23	10237	P G & E - SACRAMENTO	6200	TR5090 1/13/23	0.00	21.48
1001	40847	02/13/23	10237	P G & E - SACRAMENTO	6200	TEMP/PARL 1/13/23	0.00	31.48
1001	40847	02/13/23	10237	P G & E - SACRAMENTO	6200	LS2-A-HWY LT 1/13/23	0.00	31.48
1001	40847	02/13/23	10237	P G & E - SACRAMENTO	6200	LS1-F-HWY LT 1/13/23	0.00	38.24
1001	40847	02/13/23	10237	P G & E - SACRAMENTO	2250	300 W MERCED 1/27/23	0.00	45.24
1001	40847	02/13/23	10237	P G & E - SACRAMENTO	6200	LS2-A-HWY LT 1/13/23	0.00	47.05
1001	40847	02/13/23	10237	P G & E - SACRAMENTO	2250	MAN/GLDST 1/27/23	0.00	48.18

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FUND - 100 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DEPT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1001	40847	02/13/23	10237	P G & E - SACRAMENTO	6200	3079 MANN 1/23/23	0.00	78.31
1001	40847	02/13/23	10237	P G & E - SACRAMENTO	6200	TR5041 1/13/23	0.00	82.64
1001	40847	02/13/23	10237	P G & E - SACRAMENTO	2250	ADAMS/GLDN ST1/29//23	0.00	93.46
1001	40847	02/13/23	10237	P G & E - SACRAMENTO	6200	T5088 1/13/23	0.00	102.34
1001	40847	02/13/23	10237	P G & E - SACRAMENTO	2250	MERCED/8TH 1/27/23	0.00	112.25
1001	40847	02/13/23	10237	P G & E - SACRAMENTO	2250	GLDST/MAN SIG 1/27/23	0.00	122.92
1001	40847	02/13/23	10237	P G & E - SACRAMENTO	6200	GLDST/VLY DR 1/13/23	0.00	147.36
1001	40847	02/13/23	10237	P G & E - SACRAMENTO	6200	CLAYTON/ARMST 1/13/23	0.00	186.16
1001	40847	02/13/23	10237	P G & E - SACRAMENTO	6200	630 W FRESNO 1/23/23	0.00	191.09
1001	40847	02/13/23	10237	P G & E - SACRAMENTO	6200	LS1-C HWY LT 1/13/23	0.00	296.15
1001	40847	02/13/23	10237	P G & E - SACRAMENTO	6200	LS1-F-HWY LT 1/13/23	0.00	370.36
1001	40847	02/13/23	10237	P G & E - SACRAMENTO	5000	325 S 5TH 1/27/23	0.00	583.51
1001	40847	02/13/23	10237	P G & E - SACRAMENTO	6150	122 S 5TH #A 1/27/23	0.00	589.14
1001	40847	02/13/23	10237	P G & E - SACRAMENTO	6200	LS2-A-WHY LT 1/13/23	0.00	707.55
1001	40847	02/13/23	10237	P G & E - SACRAMENTO	6200	LS1-A 1/13/23	0.00	708.57
1001	40847	02/13/23	10237	P G & E - SACRAMENTO	2250	700 MERCED #A 1/27/23	0.00	733.27
1001	40847	02/13/23	10237	P G & E - SACRAMENTO	6200	LSI-E-HWY LT 1/13/23	0.00	1,018.15
1001	40847	02/13/23	10237	P G & E - SACRAMENTO	6200	LS2-A-HWY LT 1/13/23	0.00	1,091.30
1001	40847	02/13/23	10237	P G & E - SACRAMENTO	5000	WELL SITE 8 1/30/23	0.00	4,824.72
1001	40847	02/13/23	10237	P G & E - SACRAMENTO	5000	WELL SITE #7 1/23/23	0.00	13,502.55
TOTAL	CHECK						0.00	25,927.62
1001	40848	02/13/23	13095	PBM SUPPLY & MFG	6200	STREETS - SUPPLIES	0.00	16.38
1001	40848	02/13/23	13095	PBM SUPPLY & MFG	6200	STREETS - SUPPLIES	0.00	31.69
1001	40848	02/13/23	13095	PBM SUPPLY & MFG	6200	STREETS - SUPPLIES	0.00	42.69
1001	40848	02/13/23	13095	PBM SUPPLY & MFG	6200	STREETS - SUPPLIES	0.00	49.85
1001	40848	02/13/23	13095	PBM SUPPLY & MFG	6200	STREETS - SUPPLIES	0.00	197.92
TOTAL	CHECK						0.00	338.53
1001	40849	02/13/23	11695	QUAD KNOFF	6150	GRANT ASSESSMENT	0.00	1,020.00
1001	40850	02/13/23	10249	QUILL	6020	SUPPLIES ADMIN	0.00	7.19
1001	40850	02/13/23	10249	QUILL	6020	SUPPLIES ADMIN	0.00	11.98
1001	40850	02/13/23	10249	QUILL	6020	SUPPLIES ADMIN	0.00	27.23
1001	40850	02/13/23	10249	QUILL	6030	SUPPLIES FINANCE	0.00	30.31
1001	40850	02/13/23	10249	QUILL	6150	SUPPLIES PLANNING	0.00	39.29
1001	40850	02/13/23	10249	QUILL	5000	SUPPLIES WATER	0.00	39.29
1001	40850	02/13/23	10249	QUILL	6030	SUPPLIES FINANCE	0.00	49.23
TOTAL	CHECK						0.00	204.52
1001	40851	02/13/23	13354	QUINN CAT	5000	SERVICE WELL #8	0.00	4,902.46
1001	40851	02/13/23	13354	QUINN CAT	5000	SERVICE WELL #7	0.00	6,228.19
TOTAL	CHECK						0.00	11,130.65
1001	40852	02/13/23	14479	RG POWER	6260	EQUIP MAINT PARKS	0.00	2.05
1001	40852	02/13/23	14479	RG POWER	6260	EQUIP MAINT PARKS	0.00	2.17
1001	40852	02/13/23	14479	RG POWER	6260	EQUIP MAINT PARKS	0.00	8.53
1001	40852	02/13/23	14479	RG POWER	6260	EQU MAINT PARKS	0.00	11.72
TOTAL	CHECK						0.00	24.47
1001	40853	02/13/23	11195	ROBERT V JENSEN INC	6260	FUEL	0.00	80.55

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CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DEPT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1001	40854	02/13/23	13355	SITE ONE LANDSCAPE SUPPL	6260	SUPPLIES - PARKS	0.00	249.81
1001	40855	02/13/23	10288	SMART & FINAL	6700	SUPPLIES SNR CTR	0.00	114.41
1001	40855	02/13/23	10288	SMART & FINAL	6700	SUPPLIES - SNR CTR	0.00	310.10
TOTAL	CHECK						0.00	424.51
1001	40856	02/13/23	13543	UNIFIRST CORPORATION	6700	JANITORIAL SNR CTR	0.00	53.81
1001	40856	02/13/23	13543	UNIFIRST CORPORATION	6200	MATS/MOPS ADMIN	0.00	67.45
1001	40856	02/13/23	13543	UNIFIRST CORPORATION	6200	UNIFORMS PW	0.00	79.66
1001	40856	02/13/23	13543	UNIFIRST CORPORATION	5000	UNIFORMS WTR	0.00	79.66
1001	40856	02/13/23	13543	UNIFIRST CORPORATION	6200	UNIFORMS PW	0.00	86.61
1001	40856	02/13/23	13543	UNIFIRST CORPORATION	5000	UNIFORMS WATER	0.00	86.61
1001	40856	02/13/23	13543	UNIFIRST CORPORATION	5000	UNIFORMS WTR	0.00	96.60
1001	40856	02/13/23	13543	UNIFIRST CORPORATION	6200	UNIFORMS PW	0.00	96.61
TOTAL	CHECK						0.00	647.01
1001	40857	02/13/23	10725	VERIZON WIRELESS	6150	CELL PHONE 1/23/23	0.00	101.92
1001	40858	02/13/23	14259	VISUAL EDGE IT INC DBA I	6160	COPIER SVC 2/6/23	0.00	162.65
1001	40858	02/13/23	14259	VISUAL EDGE IT INC DBA I	5000	COPIER SVC 2/6/23	0.00	162.65
1001	40858	02/13/23	14259	VISUAL EDGE IT INC DBA I	6150	COPIER SVC 2/6/23	0.00	162.65
1001	40858	02/13/23	14259	VISUAL EDGE IT INC DBA I	6020	COPIER SVC 2/6/23	0.00	162.65
TOTAL	CHECK						0.00	650.60
1001	40860	02/15/23	14813	24/7 PET VET	6270	ANIMAL CARE SVCS	0.00	133.60
1001	40861	02/15/23	14152	A-C ELECTRIC CO	5000	SCADA REPAIR	0.00	455.55
1001	40862	02/15/23	14519	AMAZON CAPITAL SERVICES	6020	PRINTERS/ADMIN/PLAN	0.00	-204.87
1001	40862	02/15/23	14519	AMAZON CAPITAL SERVICES	6150	OFFICE SUPPLIES	0.00	8.93
1001	40862	02/15/23	14519	AMAZON CAPITAL SERVICES	6150	OFFICE SUPPLIES	0.00	12.52
1001	40862	02/15/23	14519	AMAZON CAPITAL SERVICES	6020	PRINTERS/ADMIN/PLAN	0.00	340.62
TOTAL	CHECK						0.00	157.20
1001	40863	02/15/23	14576	ANGELA VASQUEZ	6025	STAFF RECGNITN REIMB	0.00	37.50
1001	40864	02/15/23	12489	BATTERY SYSTEMS INC	6260	BATTERY PARKS	0.00	153.54
1001	40865	02/15/23	10077	DALE BRISCO, INC	5000	PIPE - WATER	0.00	1,105.17
1001	40866	02/15/23	10087	DEPARTMENT OF TRANSPORTA	6200	2022 OCT-DEC LIGHTS	0.00	304.88
1001	40867	02/15/23	14789	DURATION LIGHTING	6200	LIGHTING PW	0.00	3,667.66
1001	40868	02/15/23	10104	FPOA	100	EMP DED 2/15/23	0.00	225.00
1001	40869	02/15/23	14816	INFINITY ENERGY	100	REF BP22-0056	0.00	375.00
1001	40870	02/15/23	10194	LOZANO SMITH	6060	LEGAL SERVICES JAN23	0.00	22.00
1001	40870	02/15/23	10194	LOZANO SMITH	6060	LEGAL SERVICE JAN23	0.00	44.00
1001	40870	02/15/23	10194	LOZANO SMITH	6060	LEGAL SERVICES JAN23	0.00	44.00
1001	40870	02/15/23	10194	LOZANO SMITH	6060	LEGAL SERVICES JAN23	0.00	44.00

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FUND - 100 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DEPT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1001	40870	02/15/23	10194	LOZANO SMITH	6060	LEGAL SERVICES JAN23	0.00	701.20
1001	40870	02/15/23	10194	LOZANO SMITH	6060	LEGAL SERVICES JAN23	0.00	880.00
1001	40870	02/15/23	10194	LOZANO SMITH	6060	LEGAL SERVICES JAN23	0.00	1,738.00
1001	40870	02/15/23	10194	LOZANO SMITH	6060	LEGAL SERVICES JAN23	0.00	3,212.00
1001	40870	02/15/23	10194	LOZANO SMITH	6060	LEGAL SERVICE JAN23	0.00	8,283.07
TOTAL CHECK							0.00	14,968.27
1001	40871	02/15/23	14491	MARGARITA MORENO	6030	CSMFO-TRAVEL- MORENO	0.00	331.40
1001	40872	02/15/23	14750	MATTHEW SALAS	6120	PER DIEM 2/21-2/24 SA	0.00	300.00
1001	40873	02/15/23	10215	NELSON HARDWARE & GIFTS	6260	SUPPLIES PARKS	0.00	134.50
1001	40874	02/15/23	10237	P G & E - SACRAMENTO	6200	5TH/FRESNO 2/1/23	0.00	2.42
1001	40874	02/15/23	10237	P G & E - SACRAMENTO	6200	5TH/FRESNO 2/1/23	0.00	8.11
1001	40874	02/15/23	10237	P G & E - SACRAMENTO	6200	129 W. SOUTH 2/1/23	0.00	10.52
1001	40874	02/15/23	10237	P G & E - SACRAMENTO	6200	MERCED/6TH 2/1/23	0.00	10.52
1001	40874	02/15/23	10237	P G & E - SACRAMENTO	6200	127 S 6TH 2/1/23	0.00	10.52
1001	40874	02/15/23	10237	P G & E - SACRAMENTO	6200	MERCED/7TH 2/1/23	0.00	13.78
1001	40874	02/15/23	10237	P G & E - SACRAMENTO	5000	ADAMS/5TH 2/1/23	0.00	48.50
1001	40874	02/15/23	10237	P G & E - SACRAMENTO	6200	4218 GLDSTAT 2/1/23	0.00	61.62
1001	40874	02/15/23	10237	P G & E - SACRAMENTO	6200	95 E. ADAMS 2/1/23	0.00	61.67
1001	40874	02/15/23	10237	P G & E - SACRAMENTO	6200	7TH/TULARE 2/1/23	0.00	73.49
1001	40874	02/15/23	10237	P G & E - SACRAMENTO	6200	2831 MANN 2/1/23	0.00	73.55
1001	40874	02/15/23	10237	P G & E - SACRAMENTO	6200	GLDNST B 2/1/23	0.00	84.31
1001	40874	02/15/23	10237	P G & E - SACRAMENTO	6200	420 E MERCED 2/1/23	0.00	133.11
1001	40874	02/15/23	10237	P G & E - SACRAMENTO	6200	212 E MERCED 2/1/23	0.00	224.24
1001	40874	02/15/23	10237	P G & E - SACRAMENTO	6260	9TH/MERCED 2/1/23	0.00	238.48
1001	40874	02/15/23	10237	P G & E - SACRAMENTO	6260	500 E MERCED 2/1/23	0.00	289.38
1001	40874	02/15/23	10237	P G & E - SACRAMENTO	6080	128 S 5TH 2/1/23	0.00	300.62
1001	40874	02/15/23	10237	P G & E - SACRAMENTO	6700	420 E MERCED 2/1/23	0.00	369.05
1001	40874	02/15/23	10237	P G & E - SACRAMENTO	5000	TEMP/GOLDN 2/1/23	0.00	379.85
1001	40874	02/15/23	10237	P G & E - SACRAMENTO	6700	420 E MERCED 2/1/23	0.00	711.42
1001	40874	02/15/23	10237	P G & E - SACRAMENTO	6200	5TH/FRSNO 2/1/23	0.00	758.76
1001	40874	02/15/23	10237	P G & E - SACRAMENTO	6080	128 S 5TH 2/1/23	0.00	826.36
1001	40874	02/15/23	10237	P G & E - SACRAMENTO	6260	500 E MERCED 2/1/23	0.00	941.28
1001	40874	02/15/23	10237	P G & E - SACRAMENTO	6080	MAIN/5TH 2/1/23	0.00	1,095.33
1001	40874	02/15/23	10237	P G & E - SACRAMENTO	5000	SESWNW231521 2/1/23	0.00	1,592.03
TOTAL CHECK							0.00	8,318.92
1001	40875	02/15/23	13095	PBM SUPPLY & MFG	6200	STREET SUPPLIES	0.00	12.55
1001	40876	02/15/23	13655	PROVOST & PRITCHARD	6150	SPR 22-43	0.00	117.60
1001	40876	02/15/23	13655	PROVOST & PRITCHARD	6150	SPR 22-56	0.00	118.30
1001	40876	02/15/23	13655	PROVOST & PRITCHARD	6150	EDA GRANT	0.00	132.30
1001	40876	02/15/23	13655	PROVOST & PRITCHARD	6150	SPR 22-44	0.00	220.50
1001	40876	02/15/23	13655	PROVOST & PRITCHARD	6150	CUP 22-41	0.00	257.60
1001	40876	02/15/23	13655	PROVOST & PRITCHARD	6150	SPR 22-45	0.00	305.20
1001	40876	02/15/23	13655	PROVOST & PRITCHARD	6150	TSM 22-55	0.00	403.20
1001	40876	02/15/23	13655	PROVOST & PRITCHARD	6150	SPR 22-50	0.00	584.50
1001	40876	02/15/23	13655	PROVOST & PRITCHARD	6150	TM 22-0047	0.00	804.30
1001	40876	02/15/23	13655	PROVOST & PRITCHARD	6150	GENERAL PLAN	0.00	5,370.81

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FUND - 100 - GENERAL FUND								
CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DEPT	-----DESCRIPTION-----	SALES TAX	AMOUNT
TOTAL CHECK							0.00	8,314.31
1001	40877	02/15/23	14815	SAFE STEP WALK-IN TUB LL	100	REF BP21-0420	0.00	202.75
1001	40878	02/15/23	13355	SITE ONE LANDSCAPE SUPPL	6260	SUPPLIES PARKS	0.00	-1,283.03
1001	40878	02/15/23	13355	SITE ONE LANDSCAPE SUPPL	6260	SUPPLIES PARKS	0.00	1,710.71
TOTAL CHECK							0.00	427.68
1001	40879	02/15/23	13543	UNIFIRST CORPORATION	6700	JANITORIAL SNR CNTR	0.00	56.06
1001	40879	02/15/23	13543	UNIFIRST CORPORATION	6700	JANITORIAL SNR CTR	0.00	59.72
TOTAL CHECK							0.00	115.78
1001	40880	02/15/23	14730	WILMA TUCKER	6020	CSJVRMA-TRAVEL-TUCKER	0.00	260.15
1001	40882	02/15/23	14806	JOE CARRASCO	500	UB REFUND	0.00	52.33
1001	40883	02/15/23	14807	ALVAREZ, FRANCES	500	UB REFUND	0.00	17.53
1001	40884	02/15/23	14808	JONATHAN & CECILIA AYALA	500	UB REFUND	0.00	51.52
1001	40885	02/15/23	14817	VASQUEZ, OSWALDO & SUSIE	500	UB REFUND	0.00	100.00
TOTAL CASH ACCOUNT							0.00	219,517.21
TOTAL FUND							0.00	219,517.21

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FUND - 212 - ARPA FUNDING

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DEPT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1001	40881	02/15/23	14433	PRICE PAIGE & COMPANY CP	2120	AUDIT 21-22	0.00	2,058.00
TOTAL CASH ACCOUNT							0.00	2,058.00
TOTAL FUND							0.00	2,058.00

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ACCOUNTING PERIOD: 8/23

FUND - 236 - ACTIVE TRNSPORT PLN (ATP)

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DEPT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1001	40822	01/30/23	12060	PETERS ENGINEERING GROUP	2360	GLDN STATE BIKE PATH	0.00	1,146.08
1001	40822	01/30/23	12060	PETERS ENGINEERING GROUP	2360	GLDN STATE BIKE PATH	0.00	1,400.00
TOTAL CHECK							0.00	2,546.08
TOTAL CASH ACCOUNT							0.00	2,546.08
TOTAL FUND							0.00	2,546.08

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ACCOUNTING PERIOD: 8/23

FUND - 900 - PUBLIC FINANCING AUTH

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DEPT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1001	40859	02/13/23	10214	NBS	9000	SB1029 REPORTING	0.00	550.95
TOTAL CASH ACCOUNT							0.00	550.95
TOTAL FUND							0.00	550.95
TOTAL REPORT							0.00	224,672.24

**MINUTES OF THE FOWLER CITY COUNCIL SPECIAL MEETING
Tuesday, February 7, 2023**

Mayor Parra called the meeting to order at 6:06 p.m.

Councilmembers Present: Parra, Mejia, Gill, Hammer, Kazarian (via teleconference)

City Staff Present: City Manager Tucker, City Attorney Cross, Public Works Director Dominguez, Community and Economic Development Director Gaffery, Recreation Supervisor Hernandez, City Planner Marple, Finance Director Moreno, Police Chief Reid, Deputy City Clerk Vasquez

5. CEREMONIAL PRESENTATION

Accounting Assistant, Nancy Mares, was recognized as Employee of the Quarter.

6. PUBLIC COMMENT

No members of the public spoke.

7. CONSENT CALENDAR

City Attorney Cross noted Item 7-C (AB 361) may expire at the end of February 2023 due to the Governor declaring an end to the state of emergency. AB 2449 is an alternative option to AB 361. Mayor Parra requested City Attorney Cross provide the AB 2449 language to the Council for their review.

Mayor Pro-Tem Mejia made a motion to approve Item 7-A and Items 7C-7G of the consent calendar, seconded by Councilmember Gill. The motion carried by roll call vote: Ayes: Mejia, Gill, Hammer, Kazarian, Parra

8. CONTESTED CONSENT CALENDAR

Councilmember Kazarian requested to abstain from Item 7-B.

Mayor Pro-Tem Mejia made a motion to approve Item 7-B of the consent calendar, seconded by Councilmember Hammer. The motion carried by roll call vote: Ayes: Mejia, Hammer, Gill, Parra. Abstain: Kazarian

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**

Councilmember Hammer made a motion to ACCEPT the fiscal year 2022-23 mid-year budget report and ADOPT Resolution No. 2624 approving fiscal year 2022-23 proposed budget amendments, seconded by Councilmember Gill. The motion carried by roll call vote: Ayes: Hammer, Gill, Kazarian, Mejia, Parra

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: 343-2162-12) from the C-2 (Community Commercial) zone district to the RM-2-A (Multi-Family Residential – 3,500 square foot lot area) zone district**

Councilmember Mejia made a motion to ADOPT a Consistency Finding pursuant to California Environmental Quality Act (CEQA) Guidelines Section 15183; and INTRODUCTION of Ordinance No. 2023-01, amending the zoning map of 113 South 9th Street (APN: 343-2162-12) from the C-2 (Community Commercial) zone district to the RM-2-A (Multi-Family Residential – 3,500 square foot lot area) zone district, seconded by Councilmember Hammer. The motion carried by roll call vote: Ayes: Mejia, Hammer, Gill, Kazarian, Parra

- 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 Commissioner's decision and approving Conditional Use Permit No. 19-02**

Mayor Parra asked the applicant, Bhupinder Bajwa, if he would like to speak. Mr. Bajwa stated that he would like the item re-heard at Planning Commission as there was an absence when it was heard.

Mayor Parra made a motion to send Item 9-Biii 1 & 2 back to Planning Commission to reconsider as a five-member body for a vote, seconded by Councilmember Gill. The motion carried by roll call vote: Ayes: Parra, Gill, Hammer, Mejia. Noes: Kazarian

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 inspections 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**

Councilmember Hammer made a motion to APPROVE an agreement with Fire Safety Solutions, Inc. for fire safety inspections services on a time and materials basis in an amount not to exceed \$49,000 and APPROVE Resolution No. 2626 approving updated fire safety inspection fees, seconded by Councilmember Kazarian. The motion carried by roll call vote: Ayes: Hammer, Kazarian, Gill, Mejia, Parra

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**

Councilmember Kazarian made a motion to 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 and 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, seconded by Councilmember Gill. The motion carried by roll call vote: Ayes: Kazarian, Gill, Hammer, Mejia, Parra

10. CITY MANAGER

10-A. Fire Engine Workshop

Mayor Parra made a motion to explore the sale of the two fire engines that have pending lease payments, seconded by Mayor Pro-Tem Mejia. The motion carried by roll call vote: Ayes: Parra, Mejia, Gill, Hammer; Noes: Kazarian

11. STAFF COMMUNICATIONS

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

A quarterly update was provided by Fire Chief Hail.

Updates were provided by City Manager Tucker, Community and Economic Development Director Gaffery, City Planner Marple, Police Chief Reid, Finance Director Moreno, Public Works Director Dominguez

12. COUNCILMEMBER REPORTS AND COMMENTS

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

Mayor Parra requested that a resolution be brought to Council going forward to adjust the regular City Council meeting time from 7:00 p.m. to 6:00 p.m.

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

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

14. ADJOURN

Having no further business, the meeting adjourned at 9:02 p.m.



CITY COUNCIL OF THE CITY OF FOWLER

ITEM NO: 6-C

REPORT TO THE CITY COUNCIL

February 21, 2023

FROM DAWN E. MARPLE, City Planner

SUBJECT

ADOPT 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

Ordinance 2023-01 was introduced by unanimous approval of the City Council on February 7, 2023. It is recommended that the Ordinance be adopted.

BACKGROUND

This item was introduced at the February 7, 2023 City Council meeting.

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.

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:

- Ordinance No. 2023-01

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 21st day of February 2023 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

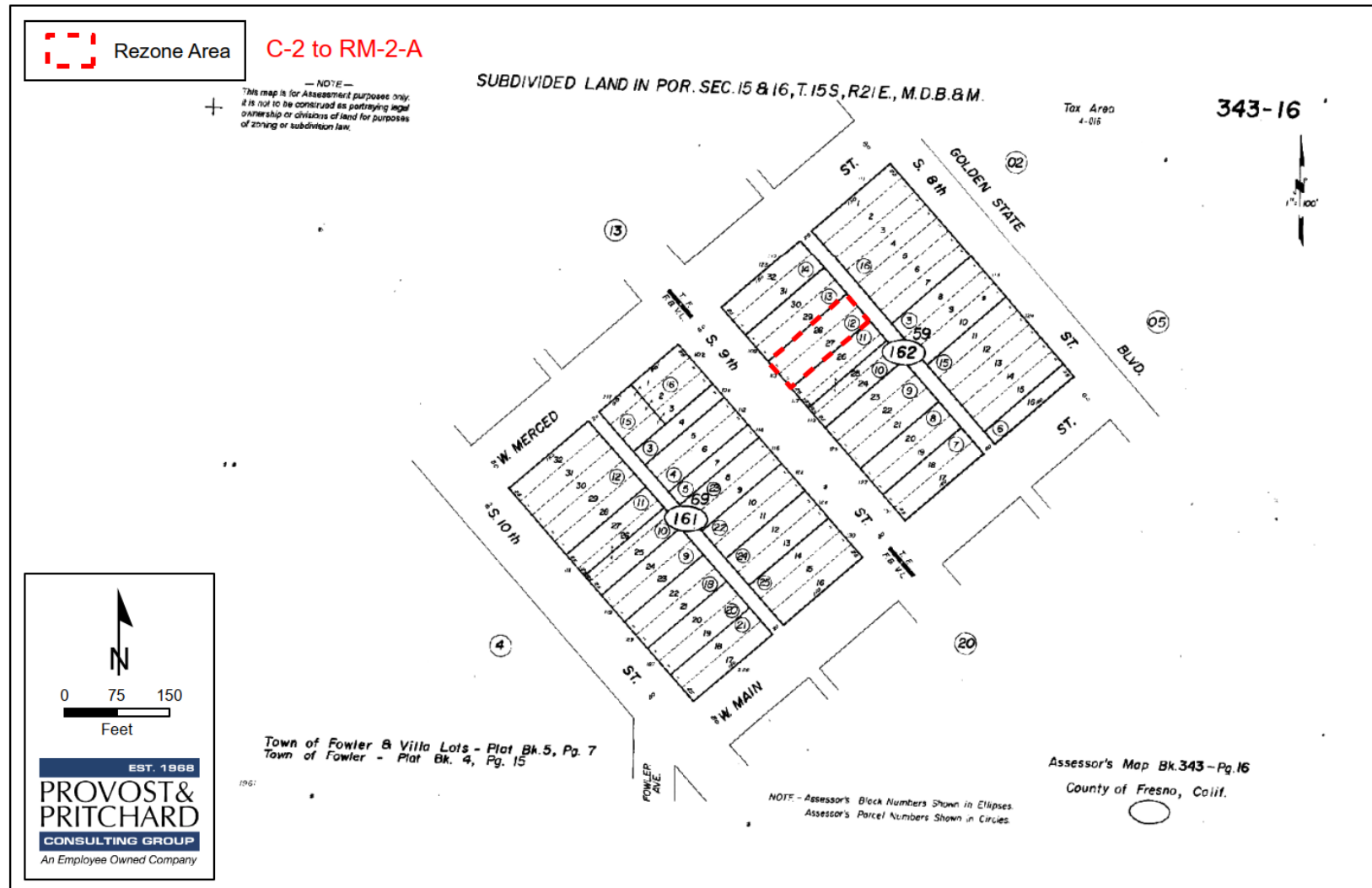
APPROVED:

ATTEST:

Daniel T. Parra, Mayor

Angela Vasquez, Deputy City Clerk

Exhibit “A”





CITY COUNCIL OF THE CITY OF FOWLER

ITEM NO: 6-D

REPORT TO THE CITY COUNCIL

February 21, 2023

FROM DARIO DOMINGUEZ, Public Works Director

SUBJECT

APPROVE a funding agreement with Department of Water Resources for the construction of a new Municipal Water Well in the amount of \$2,073,450.

RECOMMENDATION

Staff recommend the City Council take the above action.

BACKGROUND

On October 8, 2021, staff submitted a grant through the Small Community Drought Relief Program. The purpose of the project is to provide a second water supply source on the west side of the City which improves resiliency for the community as a whole and redundancy for this area, especially as water levels decline due to the drought. The new well will be located at the northeast corner of the Stanford and South Avenue. The parcel (APN 343-280-60) is owned by the City.

On April 29, 2022, the City received the award letter from the Department of Water Resources (DWR). Since then, staff have been working with the State to develop the funding agreement, at the same time working with the engineering team on the design of the new water well.

The grant funding will cover both engineering design and construction costs associated with the project. In the unlikely event the project costs exceed the awarded amount, the City may solicit a budget amendment through DWR and ask for more funding. The well is scheduled to be constructed and in operation by December 31, 2024, or sooner. There is no match to the grant since the City is considered a disadvantaged community.

ENVIRONMENTAL REVIEW

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

FISCAL IMPACT

There is no impact to the general fund or water fund as this project is entirely grant funded.

CONFLICT OF INTEREST

Staff is not aware of any conflicts of interest.

Attachments

- Department of Water Resources Agreement

**STATE OF CALIFORNIA
CALIFORNIA NATURAL RESOURCES AGENCY
DEPARTMENT OF WATER RESOURCES**

AGREEMENT NUMBER: 46000XXXXX

**FUNDING AGREEMENT BETWEEN THE STATE OF CALIFORNIA
DEPARTMENT OF WATER RESOURCES
AND
CITY OF FOWLER**

**FOR THE
CITY OF FOWLER DROUGHT RESILIENCY PROJECT**

A PART OF THE SMALL COMMUNITY DROUGHT RELIEF PROGRAM

FUNDED BY

**THE BUDGET ACT OF 2021 AS AMENDED
(STATS. 2022, ch. 44, § 25)**

**FUNDING AGREEMENT BETWEEN
THE STATE OF CALIFORNIA (DEPARTMENT OF WATER RESOURCES) AND
CITY OF FOWLER
<SAP AGREEMENT NUMBER>
SMALL COMMUNITY DROUGHT RELIEF PROGRAM**

THIS FUNDING AGREEMENT is entered into by and between the Department of Water Resources of the State of California, herein referred to as the "State" or "DWR" and the City of Fowler, a public agency in the State of California, duly organized, existing, and acting pursuant to the laws thereof, herein referred to as the "Grantee," which parties do hereby agree as follows:

1. **PURPOSE.** State shall provide funding pursuant to the Budget Act of 2021, as amended (Stats. 2022, ch. 44, § 25), to the Grantee to assist in financing the City of Fowler Drought Resiliency Project (Project). By executing this Agreement, the Grantee certifies that the purpose of the Project is in response to a drought scenario, as defined by Water Code section 13198(a) and is intended to: (1) address immediate impacts on human health and safety; (2) address immediate impacts on fish and wildlife resources; or, (3) provide water to persons or communities that lose or are threatened with the loss or contamination of water supplies.
2. **TERM OF FUNDING AGREEMENT.** The term of this Funding Agreement begins on the date this Funding Agreement is initially executed by State, through final payment plus three (3) years unless otherwise terminated or amended as provided in this Agreement. However, all work shall be completed by December 31, 2024, and no funds may be requested after March 31, 2025.
3. **PROJECT COST.** The reasonable cost of the Project is estimated to be \$2,073,450.
4. **FUNDING AMOUNT.** The maximum amount payable by the State under this Agreement shall not exceed \$2,073,450.
5. **GRANTEE REQUIRED COST SHARE.** Grantee agrees to fund the difference between the actual Project Cost in Paragraph 3 and the amount specified in Paragraph 4, if any.
6. **BASIC CONDITIONS.** State shall have no obligation to disburse money for the Project under this Funding Agreement until Grantee has satisfied the following conditions:
 - A. For the term of this Funding Agreement, Grantee submits timely Quarterly Progress Reports as required by Paragraph 13, "Submission of Reports."
 - B. Grantee submits all deliverables as specified in Paragraph 13 of this Funding Agreement and in Exhibit A.
 - C. Prior to the commencement of construction or implementation activities, Grantee shall submit the following to the State:
 - i. Final plans and specifications certified by a California Registered Civil Engineer as to compliance for the Project as listed in Exhibit A of this Funding Agreement.
 - ii. Work that is subject to the California Environmental Quality Act (CEQA) and or environmental permitting shall not proceed under this Funding Agreement until the following actions are performed:
 - a. Grantee submits to the State all applicable environmental permits as indicated on the Environmental Information Form to the State, and
 - b. Documents that satisfy the CEQA process are received by the State, and

- c. Grantee receives written concurrence from the State of the Lead Agency's CEQA document(s) and State notice of verification of environmental permit submittal.

State's concurrence of Lead Agency's CEQA documents is fully discretionary and shall constitute a condition precedent to any work (i.e., construction or implementation activities) for which it is required. Once CEQA documentation has been completed, State will consider the environmental documents and decide whether to continue to fund the Project or to require changes, alterations, or other mitigation. Grantee must also demonstrate that it has complied with all applicable requirements of the National Environmental Policy Act (NEPA) by submitting copies of any environmental documents, including environmental impact statements, Finding of No Significant Impact, mitigation monitoring programs, and environmental permits as may be required prior to beginning construction/implementation.

7. DISBURSEMENT OF FUNDS. State will disburse to Grantee the amount approved, subject to the availability of funds through normal State processes. Notwithstanding any other provision of this Funding Agreement, no disbursement shall be required at any time or in any manner which is in violation of, or in conflict with, federal or state laws, rules, or regulations pursuant to any federal statute or regulation. Any and all money disbursed to Grantee under this Funding Agreement shall be deposited in a separate account and shall be used solely to pay Eligible Project Costs.
8. ELIGIBLE PROJECT COST. Grantee shall apply State funds received only to Eligible Project Costs in accordance with applicable provisions of the law and Exhibit B. Eligible Project Costs include the reasonable costs of studies, engineering, design, land and easement acquisition, legal fees, preparation of environmental documentation, environmental mitigations, monitoring, and project construction. Reimbursable administrative expenses are the necessary costs incidental but directly related to the Project included in this Agreement. Work performed on the Project after April 29, 2022, shall be eligible for reimbursement.

Costs that are not eligible for reimbursement include, but are not limited to the following items:

- A. Costs incurred prior to April 29, 2022.
- B. Operation and maintenance costs, including post-construction performance and monitoring costs.
- C. Purchase of equipment not an integral part of the Project.
- D. Establishing a reserve fund.
- E. Monitoring and assessment costs for efforts required after Project construction is complete.
- F. Replacement of existing funding sources for ongoing programs.
- G. Payment of federal or state taxes.
- H. Costs incurred as part of any necessary response and cleanup activities required under the Comprehensive Environmental Response, Compensation, and Liability Act; Resource Conservation and Recovery Act; Hazardous Substances Account Act; or other applicable law.
- I. Support of existing agency requirements and mandates (e.g., punitive regulatory agency requirement).
- J. Purchase of land in excess of the minimum required acreage necessary to operate as an integral part of a project, as set forth and detailed by engineering and feasibility studies, or land purchased prior to April 29, 2022.
- K. Overhead and indirect costs. "Indirect Costs" means those costs that are incurred for a common or joint purpose benefiting more than one cost objective and are not readily

assignable to the funded project (i.e., costs that are not directly related to the funded project). Examples of Indirect Costs include but are not limited to: central service costs; general administration of the Grantee; non-project-specific accounting and personnel services performed within the Grantee's organization; depreciation or use allowances on buildings and equipment; the costs of operating and maintaining non-project-specific facilities; tuition; conference fees; and, generic overhead or markup. This prohibition applies to the Grantee and any subcontract or sub-agreement for work on the Project that will be reimbursed pursuant to this Agreement.

9. METHOD OF PAYMENT. After the disbursement requirements in Paragraph 6 "Basic Conditions" are met, State will disburse the whole or portions of State funding to Grantee, following receipt from Grantee via US mail or Express mail delivery of a "wet signature" invoice, or an electronic invoice certified and transmitted via DocuSign for costs incurred, including Cost Share, and timely Quarterly Progress Reports as required by Paragraph 13, "Submission of Reports." Payment will be made no more frequently than monthly, in arrears, upon receipt of an invoice bearing the Funding Agreement number. State will notify Grantee, in a timely manner, whenever, upon review of an Invoice, State determines that any portion or portions of the costs claimed are not eligible costs or is not supported by documentation or receipts acceptable to State. Grantee may, within thirty (30) calendar days of the date of receipt of such notice, submit additional documentation to State to cure such deficiency(ies). If Grantee fails to submit adequate documentation curing the deficiency(ies), State will adjust the pending invoice by the amount of ineligible or unapproved costs.

Invoices submitted by Grantee shall include the following information:

- A. Costs incurred for work performed in implementing the Project during the period identified in the particular invoice.
- B. Costs incurred for any interests in real property (land or easements) that have been necessarily acquired for the Project during the period identified in the particular invoice for the implementation of the Project.
- C. Invoices shall be submitted on forms provided by State and shall meet the following format requirements:
 - i. Invoices must contain the date of the invoice, the time period covered by the invoice, and the total amount due.
 - ii. Invoices must be itemized based on the categories (i.e., tasks) specified in Exhibit B. The amount claimed for salaries/wages/consultant fees must include a calculation formula (i.e., hours or days worked times the hourly or daily rate = the total amount claimed).
 - iii. One set of sufficient evidence (i.e., receipts, copies of checks, timesheets) must be provided for all costs included in the invoice.
 - iv. Each invoice shall clearly delineate those costs claimed for reimbursement from the State's funding amount, as depicted in Paragraph 4, "Funding Amount" and those costs that represent Grantee's costs, as applicable, in Paragraph 5, "Grantee Required Cost Share."
 - v. Invoices can be submitted by one of the following methods.
 - a. Via email at Joshua.Bannister@water.ca.gov
 - b. Mail the invoice with the original "wet signature" to the following address: Josh Bannister, Department of Water Resources, South Central Region Office, 619 N. Laverne Avenue, Suite 104, Fresno, CA 93727

All invoices submitted shall be accurate and signed under penalty of law. Any and all costs submitted pursuant to this Agreement shall only be for the tasks set forth herein. The Grantee shall not submit any invoice containing costs that are ineligible or have been reimbursed from other funding sources unless required and specifically noted as such (i.e., match costs/cost share). Any eligible costs for which the Grantee is seeking reimbursement shall not be reimbursed from any other source. Double or multiple billing for time, services, or any other eligible cost is illegal and constitutes fraud. Any suspected occurrences of fraud, forgery, embezzlement, theft, or any other misuse of public funds may result in suspension of disbursements of grant funds and/or termination of this Agreement requiring the repayment of all funds disbursed hereunder plus interest. Additionally, the State may request an audit pursuant to Paragraph D.5 and refer the matter to the Attorney General's Office or the appropriate district attorney's office for criminal prosecution or the imposition of civil liability. (Civ. Code, §§ 1572-1573; Pen. Code, §§ 115, 470, 487-489.)

10. WITHHOLDING OF DISBURSEMENTS BY STATE. If State determines that the Project is not being implemented in accordance with the provisions of this Funding Agreement, or that Grantee has failed in any other respect to comply with the provisions of this Funding Agreement, and if Grantee does not remedy any such failure to State's satisfaction, State may withhold from Grantee all or any portion of the State funding and take any other action that it deems necessary to protect its interests. Where a portion of the State funding has been disbursed to the Grantee and State notifies Grantee of its decision not to release funds that have been withheld pursuant to Paragraph 11, the portion that has been disbursed shall thereafter be repaid immediately as directed by State. State may consider Grantee's refusal to repay the requested disbursed amount a contract breach subject to the default provisions in Paragraph 11, "Default Provisions." If State notifies Grantee of its decision to withhold the entire funding amount from Grantee pursuant to this Paragraph, this Funding Agreement shall terminate upon receipt of such notice by Grantee and the State shall no longer be required to provide funds under this Funding Agreement and the Funding Agreement shall no longer be binding on either party.

11. DEFAULT PROVISIONS. Grantee will be in default under this Funding Agreement if any of the following occur:

- A. Substantial breaches of this Funding Agreement, or any supplement or amendment to it, or any other agreement between Grantee and State evidencing or securing Grantee's obligations.
- B. Making any false warranty, representation, or statement with respect to this Funding Agreement, the application, or any documents filed to obtain grant funding.
- C. Failure to operate or maintain the Project in accordance with this Funding Agreement.
- D. Failure to make any remittance required by this Funding Agreement, including any remittance recommended as the result of an audit conducted pursuant to Paragraph D.5.
- E. Failure to submit timely progress reports.
- F. Failure to routinely invoice State.
- G. Failure to meet any of the requirements set forth in Paragraph 12, "Continuing Eligibility."

Should an event of default occur, State shall provide a notice of default to the Grantee and shall give Grantee at least ten (10) calendar days to cure the default from the date the notice is sent via first-class mail to the Grantee. If the Grantee fails to cure the default within the time prescribed by the State, State may do any of the following:

- A. Declare the funding disbursed be immediately repaid.

- B. Terminate any obligation to make future payments to Grantee.
- C. Terminate the Funding Agreement.
- D. Take any other action that it deems necessary to protect its interests.

In the event State finds it necessary to enforce this provision of this Funding Agreement in the manner provided by law, Grantee agrees to pay all costs incurred by State including, but not limited to, reasonable attorneys' fees, legal expenses, and costs.

12. CONTINUING ELIGIBILITY. Grantee must meet the following ongoing requirement(s) to remain eligible to receive State funds:
- A. Grantee must adhere to the protocols developed pursuant to The Open and Transparent Water Data Act (Wat. Code, § 12406) for data sharing, transparency, documentation, and quality control.
 - B. If the Grantee diverting surface water, the Grantee must maintain compliance with diversion reporting requirements as outlined in Water Code section 5100 et seq.
 - C. If applicable, maintain compliance with the Urban Water Management Planning Act (Wat. Code, § 10610 et seq.).
 - D. If applicable, maintain compliance with Sustainable Water Use and Demand Reduction requirements outlined in Water Code Section 10608, et seq.
 - E. On March 4, 2022, the Governor issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. The EO may be found at: <https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf>. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under State law. The EO directs DWR to terminate funding agreements with, and to refrain from entering any new agreements with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine that the Grantee is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this Agreement. The State shall provide the Grantee advance written notice of such termination, allowing the Grantee at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.
13. SUBMISSION OF REPORTS. The submittal and approval of all reports is a requirement for the successful completion of this Funding Agreement. Reports shall meet generally accepted professional standards for technical reporting and shall be proofread for content, numerical accuracy, spelling, and grammar prior to submittal to State. All reports shall be submitted to the State's Project Manager and shall be submitted via email or DWR's "Grant Review and Tracking System" (GRanTS). If requested, Grantee shall promptly provide any additional information deemed necessary by State for the approval of reports. Reports shall be presented in the formats described in the applicable portion of Exhibit F. The timely submittal of reports is a requirement for initial and continued disbursement of State funds. Submittal and subsequent approval by the State, of a Project Completion Report is a requirement for the release of any funds retained for such project.
- A. Quarterly Progress Reports: Grantee shall submit Quarterly Progress Reports to meet the State's requirement for disbursement of funds. Quarterly Progress Reports shall be sent directly to the Project Manager via email or uploaded via GRanTS, and the State's Project Manager notified of upload. Quarterly Progress Reports shall, in part, provide a brief description of the work performed, Grantee's activities, milestones achieved, any

accomplishments and any problems encountered in the performance of the work under this Funding Agreement during the reporting period. The first Quarterly Progress Report should be submitted to the State no later than three months after the execution of the agreement with future reports then due on successive three-month increments based on the invoicing schedule and this date.

- B. **Project Completion Report:** Grantee shall prepare and submit to State a Project Completion Report for the Project. Grantee shall submit the Project Completion Report within ninety (90) calendar days of project completion. The Project Completion Report shall include, in part, a description of actual work done, any changes or amendments to the Project, and a final schedule showing actual progress versus planned progress, copies of any final documents or reports generated or utilized during the Project. The Project Completion Report shall also include, if applicable, certification of final project by a registered civil engineer, consistent with Standard Condition D.17, "Final Inspections and Certification of Registered Civil Engineer". A DWR "Certification of Project Completion" form will be provided by the State.

14. **OPERATION AND MAINTENANCE OF PROJECT.** For the useful life of construction and implementation projects and in consideration of the funding made by State, Grantee agrees to ensure or cause to be performed the commencement and continued operation of the Project, and shall ensure or cause the Project to be operated in an efficient and economical manner; shall ensure all repairs, renewals, and replacements necessary to the efficient operation of the same are provided; and shall ensure or cause the same to be maintained in as good and efficient condition as upon its construction, ordinary and reasonable wear and depreciation excepted. The State shall not be liable for any cost of such maintenance, management, or operation. Grantee or their successors may, with the written approval of State, transfer this responsibility to use, manage, and maintain the property. For purposes of this Funding Agreement, "useful life" means period during which an asset, property, or activity is expected to be usable for the purpose it was acquired or implemented; "operation costs" include direct costs incurred for material and labor needed for operations, utilities, insurance, and similar expenses, and "maintenance costs" include ordinary repairs and replacements of a recurring nature necessary for capital assets and basic structures and the expenditure of funds necessary to replace or reconstruct capital assets or basic structures. Refusal of Grantee to ensure operation and maintenance of the Project in accordance with this provision may, at the option of State, be considered a breach of this Funding Agreement and may be treated as default under Paragraph 11, "Default Provisions."

15. **NOTIFICATION OF STATE.** Grantee shall promptly notify State, in writing, of the following items:
- A. Events or proposed changes that could affect the scope, budget, or work performed under this Funding Agreement. Grantee agrees that no substantial change in the scope of the Project will be undertaken until written notice of the proposed change has been provided to State and State has given written approval for such change. Substantial changes generally include changes to the scope of work, schedule or term, and budget.
 - B. Any public or media event publicizing the accomplishments and/or results of this Funding Agreement and provide the opportunity for attendance and participation by State's representatives. Grantee shall make such notification at least 14 calendar days prior to the event.
 - C. Discovery of any potential archaeological or historical resource. Should a potential archaeological or historical resource be discovered during construction, the Grantee agrees that all work in the area of the find will cease until a qualified archaeologist has evaluated the situation and made recommendations regarding preservation of the resource, and the State has determined what actions should be taken to protect and preserve the resource. The

Grantee agrees to implement appropriate actions as directed by the State.

- D. The initiation of any litigation or the threat of litigation against the Grantee regarding the Project or that may affect the Project in any way.
 - E. Final inspection of the completed work on a project by a Registered Civil Engineer, in accordance with Standard Condition D.17, "Final Inspections and Certification of Registered Civil Engineer." Grantee shall notify the State's Project Manager of the inspection date at least 14 calendar days prior to the inspection in order to provide State the opportunity to participate in the inspection.
16. NOTICES. Any notice, demand, request, consent, or approval that either party desires or is required to give to the other party under this Funding Agreement shall be in writing. Notices may be transmitted by any of the following means:
- A. By delivery in person.
 - B. By certified U.S. mail, return receipt requested, postage prepaid.
 - C. By "overnight" delivery service, provided that next-business-day delivery is requested by the sender.
 - D. By electronic means.
 - E. Notices delivered in person will be deemed effective immediately on receipt (or refusal of delivery or receipt). Notices sent by certified mail will be deemed effective given ten (10) calendar days after the date deposited with the U. S. Postal Service. Notices sent by overnight delivery service will be deemed effective one business day after the date deposited with the delivery service. Notices sent electronically will be effective on the date of transmission, which is documented in writing. Notices shall be sent to the below addresses. Either party may, by written notice to the other, designate a different address that shall be substituted for the one below.
17. PERFORMANCE EVALUATION. Upon completion of this Funding Agreement, Grantee's performance will be evaluated by the State and a copy of the evaluation will be placed in the State file and a copy sent to the Grantee.

18. PROJECT REPRESENTATIVES. The Project Representatives during the term of this Funding Agreement are as follows:

Department of Water Resources
Arthur Hinojosa
Manager, Division of Regional Assistance
P.O. Box 942836
Sacramento, CA 94236
Phone: (916) 902-6713
Email: Arthur.Hinojosa@water.ca.gov

City of Fowler
Wilma Tucker
City Manager
128 S. 5th Street
Fowler, CA 93625
Phone: (559) 834-3113
Email: wtucker@ci.fowler.ca.us

Direct all inquiries to the Project Manager:

Department of Water Resources
Josh Bannister
Water Resource Engineer
South Central Region Office
691 N. Laverne Ave, Suite 104
Fresno, CA 93727
Phone: (916) 820-7622
Email: Joshua.Bannister@water.ca.gov

City of Fowler
Dario Dominguez
Public Works Director
128 S. 5th Street
Fowler, CA 93625
Phone: (559) 834-3113
Email: ddominguez@ci.fowler.ca.us

Either party may change its Project Representative or Project Manager upon written notice to the other party.

19. STANDARD PROVISIONS AND INTEGRATION. This Funding Agreement is complete and is the final Agreement between the parties. The following Exhibits are attached and made a part of this Funding Agreement by this reference:

Exhibit A – WORK PLAN

Exhibit B – BUDGET

Exhibit C – SCHEDULE

Exhibit D – STANDARD CONDITIONS

Exhibit E – GRANTEE'S AUTHORIZING RESOLUTION

Exhibit F – REPORT FORMATS AND REQUIREMENTS

Exhibit G – STATE AUDIT DOCUMENT REQUIREMENTS

Exhibit H – INFORMATION NEEDED FOR ESCROW PROCESSING AND CLOSURE

Exhibit I – APPRAISAL SPECIFICATIONS

Exhibit J – ADVANCE PAYMENT

IN WITNESS WHEREOF, the parties hereto have executed this Funding Agreement.

STATE OF CALIFORNIA
DEPARTMENT OF WATER RESOURCES

CITY OF FOWLER

Arthur Hinojosa, Manager
Division of Regional Assistance

Wilma Tucker, City Manager

Date _____

Date _____

Approved as to Legal Form and Sufficiency

Robin Brewer, Assistant General Counsel
Office of General Counsel

Exhibit A

WORK PLAN

Project Title: City of Fowler Drought Resiliency Project

Grantee: City of Fowler

Project Description: The Project is comprised of constructing a new well (Well 9) on the west side of the system and equipping it with necessary piping, a backup generator, and other appurtenances to improve water supply resiliency for the community, especially as water levels decline due to the current drought.

The Grantee's water system has only one production well (Well 8) on the west side of State Route 99 (SR99) and three small diameter connection points from the west side of the system to the east side of the system where most of the supply sources are located. This water system functions, in some regards, as two separate components of the overall water system due to the minimal connectivity between the west and the east side of the Grantee's water system.

Task 1 – Project Administration

This task includes project administration, invoicing, and reporting.

Project administration includes working with DWR to develop and execute the Funding Agreement, administration of the Project including overseeing the budget and schedule, making payments to engineers and contractors after inspections and/or approval of work, and other activities related to the completion of the Project. Administration includes attending weekly/monthly meetings (as needed) with DWR Project Manager and other meetings required with approval agencies.

Invoicing includes preparing and submitting invoices and appropriate backup documentation to the DWR Project Manager describing the work completed and listing the costs incurred during the billing cycle.

Reporting includes preparing and submitting progress reports to DWR. Prepare quarterly reports and submit them to DWR. Draft Project Completion Report and submit for DWR comment. Prepare final Project Completion Report incorporating DWR comments. All reports should be prepared as specified in Exhibit F of this Agreement.

Deliverables:

- Invoices and supporting documents
- Quarterly progress reports
- Draft Project Completion Report
- Final Project Completion Report
- Auditable Records

Task 2 – CEQA Documentation and Permitting

This task includes completing the Environmental Information Form (EIF), preparing documentation to satisfy CEQA compliance, and obtaining permits for the Project. DWR will review CEQA documentation for concurrence prior to beginning construction. The Grantee is responsible for obtaining the permits needed for the Project.

Deliverables:

- Environmental Information Form
- Final CEQA documentation
- Copies of other necessary permits

Task 3 – Design and Engineering Services

This task includes preparing design documents to indicate the location of all proposed water system improvements including plans and specifications for Well 9 with a production capacity of approximately 1,200 gallons per minute, discharge piping, valves, and other appurtenances. This task also includes engineering services during bid solicitation and construction.

This task includes well site evaluation, schematic design, boundary and topographical survey, geotechnical investigation, final design, application for electrical service to the well site, construction documents (plans and specifications), and opinion of probable construction cost. This task will also include preparing bid documents, advertising for construction, and awarding construction contracts. Once construction documents are finalized, the Grantee will solicit bids from qualified contractors for the construction of the Project.

Deliverables:

- Design documents
- Final design plans, specifications, and cost estimates
- Copy of Bid Documents
- Proof of Advertisements
- Copy of awarded contracts
- Copy of Notices to Proceed

Task 4 – Construction

This task includes constructing Well 9 and other associated improvements. Construction will be divided into three components: (1) filling the existing storm drain pond; (2) drilling a pilot hole for water quality testing and constructing a production well; and (3) constructing well site improvements and equipping the well. The detailed construction activities are as follows.

- Demolish, remove, and dispose of existing facilities inside the storm drain pond.
- Backfill the storm drain pond with compacted fill material.
- Drill pilot hole to conduct zone sampling for the final well design.
- Construct production well after water quality test results are received.

- Construct well site improvements including site grading, discharge piping, equipping the well, electrical equipment with enclosure, and fencing with access gates to protect the new well site.
- Install a standby generator as a backup power supply.

This task also includes construction management, owner electrical utility service fees, environmental pre-construction surveys (if required), materials and water quality testing, and construction administration and review. In addition, this task will include engineering and surveying services during construction, including construction staking, submittal review, response to requests for information (RFI), periodic site visits, and preparation of as-built drawings.

Deliverables:

- Zone sampling test results
- Water quality analyses
- Well completion report
- Well logs
- Construction photos
- Certification of Project Completion
- As-Built Drawings

Exhibit B
BUDGET

All work associated with the Project must be completed prior to payment of retention. The Grantee is required to maintain all financial documents related to the Project in accordance with Exhibit G (State Audit Document Requirements for Grantees).

Task	Funding Amount
Task 1 – Project Administration	\$51,900
Task 2 – CEQA Documentation and Permitting	\$54,600
Task 3 – Design and Engineering Services	\$362,200
Task 4 – Construction	\$1,604,750
Grand Total	\$2,073,450

Exhibit C
SCHEDULE

Task	Start Date	End Date
Task 1 – Project Administration	4/29/2022	12/31/2024
Task 2 – CEQA Documentation and Permitting	11/30/2022	8/31/2023
Task 3 – Design and Engineering Services	11/30/2022	8/31/2023
Task 4 – Construction	8/1/2023	12/31/2024

Exhibit D

STANDARD CONDITIONS

D.1. ACCOUNTING AND DEPOSIT OF FUNDING DISBURSEMENT:

- A. **Separate Accounting of Funding Disbursements:** Grantee shall account for the money disbursed pursuant to this Funding Agreement separately from all other Grantee funds. Grantee shall maintain audit and accounting procedures that are in accordance with generally accepted accounting principles and practices, consistently applied. Grantee shall keep complete and accurate records of all receipts and disbursements on expenditures of such funds. Grantee shall require its contractors or subcontractors to maintain books, records, and other documents pertinent to their work in accordance with generally accepted accounting principles and practices. Records are subject to inspection by State at any and all reasonable times.
- B. **Disposition of Money Disbursed:** All money disbursed pursuant to this Funding Agreement shall be deposited in a separate account, administered, and accounted for pursuant to the provisions of applicable law.
- C. **Remittance of Unexpended Funds:** Grantee shall remit to State any unexpended funds that were disbursed to Grantee under this Funding Agreement and were not used to pay Eligible Project Costs within a period of sixty (60) calendar days from the final disbursement from State to Grantee of funds or, within thirty (30) calendar days of the expiration of the Funding Agreement, whichever comes first.

D.2. ACKNOWLEDGEMENT OF CREDIT AND SIGNAGE: Grantee shall include appropriate acknowledgement of credit to the State for its support when promoting the Project or using any data and/or information developed under this Funding Agreement. Signage shall be posted in a prominent location at Project site(s) (if applicable) or at the Grantee's headquarters and shall include the Department of Water Resources color logo and the following disclosure statement: "Funding for this project has been provided in full or in part from the State Department of Water Resources." The Grantee shall also include in each of its contracts for work under this Agreement a provision that incorporates the requirements stated within this Paragraph.

D.3. AMENDMENT: This Funding Agreement may be amended at any time by mutual agreement of the Parties, except insofar as any proposed amendments are in any way contrary to applicable law. Requests by the Grantee for amendments must be in writing stating the amendment request and the reason for the request. Requests solely for a time extension must be submitted at least 90 days prior to the work completion date set forth in Paragraph 2. Any other request for an amendment must be submitted at least 180 days prior to the work completion date set forth in Paragraph 2. State shall have no obligation to agree to an amendment.

D.4. AMERICANS WITH DISABILITIES ACT: By signing this Funding Agreement, Grantee assures State that it complies with the Americans with Disabilities Act (ADA) of 1990, (42 U.S.C. § 12101 et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.

D.5. AUDITS: State reserves the right to conduct an audit at any time between the execution of this Funding Agreement and the completion of the Project, with the costs of such audit borne by State. After completion of the Project, State may require Grantee to conduct a final audit to State's specifications, at Grantee's expense, such audit to be conducted by and a report prepared by an independent Certified Public Accountant. Failure or refusal by Grantee to comply with this provision shall be considered a breach of this Funding Agreement, and State

may elect to pursue any remedies provided in Paragraph 11 or take any other action it deems necessary to protect its interests. The Grantee agrees it shall return any audit disallowances to the State.

Pursuant to Government Code section 8546.7, the Grantee shall be subject to the examination and audit by the State for a period of three (3) years after final payment under this Funding Agreement with respect of all matters connected with this Funding Agreement, including but not limited to, the cost of administering this Funding Agreement. All records of Grantee or its contractor or subcontractors shall be preserved for this purpose for at least three (3) years after receipt of the final disbursement under this Agreement.

- D.6. BUDGET CONTINGENCY: If the Budget Act of the current year covered under this Funding Agreement does not appropriate sufficient funds for this program, this Funding Agreement shall be of no force and effect. This provision shall be construed as a condition precedent to the obligation of State to make any payments under this Funding Agreement. In this event, State shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Funding Agreement and Grantee shall not be obligated to perform any provisions of this Funding Agreement. Nothing in this Funding Agreement shall be construed to provide Grantee with a right of priority for payment over any other Grantee. If funding for any fiscal year after the current year covered by this Funding Agreement is reduced or deleted by the Budget Act, by Executive Order, or by order of the Department of Finance, the State shall have the option to either cancel this Funding Agreement with no liability occurring to State or offer a Funding Agreement amendment to Grantee to reflect the reduced amount.
- D.7. CEQA: Activities funded under this Funding Agreement, regardless of funding source, must be in compliance with the California Environmental Quality Act (CEQA). (Pub. Resources Code, § 21000 et seq.) Any work that is subject to CEQA and funded under this Agreement shall not proceed until documents that satisfy the CEQA process are received by the State's Project Manager and the State has completed its CEQA compliance. Work funded under this Agreement that is subject to a CEQA document shall not proceed until and unless approved by the Department of Water Resources. Such approval is fully discretionary and shall constitute a condition precedent to any work for which it is required. If CEQA compliance by the Grantee is not complete at the time the State signs this Agreement, once State has considered the environmental documents, it may decide to require changes, alterations, or other mitigation to the Project; or to not fund the Project. Should the State decide to not fund the Project, this Agreement shall be terminated in accordance with Paragraph 11.
- D.8. CHILD SUPPORT COMPLIANCE ACT: The Grantee acknowledges in accordance with Public Contract Code section 7110, that:
- A. The Grantee recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Family Code section 5200 et seq.; and
 - B. The Grantee, to the best of its knowledge, is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.
- D.9. CLAIMS DISPUTE: Any claim that the Grantee may have regarding performance of this Agreement including, but not limited to, claims for additional compensation or extension of time, shall be submitted to the DWR Project Representative, within thirty (30) days of the Grantee's knowledge of the claim. State and Grantee shall then attempt to negotiate a

resolution of such claim and process an amendment to this Agreement to implement the terms of any such resolution.

- D.10. COMPETITIVE BIDDING AND PROCUREMENTS: Grantee's contracts with other entities for the acquisition of goods and services and construction of public works with funds provided by State under this Funding Agreement must be in writing and shall comply with all applicable laws and regulations regarding the securing of competitive bids and undertaking competitive negotiations. If the Grantee does not have a written policy to award contracts through a competitive bidding or sole source process, the Department of General Services' *State Contracting Manual* rules must be followed and are available at:
<https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/State-Contracting>.
- D.11. COMPUTER SOFTWARE: Grantee certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Funding Agreement for the acquisition, operation, or maintenance of computer software in violation of copyright laws.
- D.12. CONFLICT OF INTEREST: All participants are subject to State and Federal conflict of interest laws. Failure to comply with these laws, including business and financial disclosure provisions, will result in the application being rejected and any subsequent contract being declared void. Other legal action may also be taken. Applicable statutes include, but are not limited to, Government Code section 1090 and Public Contract Code sections 10410 and 10411, for State conflict of interest requirements.
- A. Current State Employees: No State officer or employee shall engage in any employment, activity, or enterprise from which the officer or employee receives compensation or has a financial interest, and which is sponsored or funded by any State agency, unless the employment, activity, or enterprise is required as a condition of regular State employment. No State officer or employee shall contract on his or her own behalf as an independent contractor with any State agency to provide goods or services.
 - B. Former State Employees: For the two-year period from the date, he or she left State employment, no former State officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements, or any part of the decision-making process relevant to the contract while employed in any capacity by any State agency. For the twelve-month period from the date, he or she left State employment, no former State officer or employee may enter into a contract with any State agency if he or she was employed by that State agency in a policy-making position in the same general subject area as the proposed contract within the twelve-month period prior to his or her leaving State service.
 - C. Employees of the Grantee: Employees of the Grantee shall comply with all applicable provisions of law pertaining to conflicts of interest, including but not limited to any applicable conflict of interest provisions of the California Political Reform Act. (Gov. Code, § 87100 et seq.)
 - D. Employees and Consultants to the Grantee: Individuals working on behalf of the Grantee may be required by the Department to file a Statement of Economic Interests (Fair Political Practices Commission Form 700) if it is determined that an individual is a consultant for Political Reform Act purposes.

- D.13. DELIVERY OF INFORMATION, REPORTS, AND DATA: Grantee agrees to expeditiously provide throughout the term of this Funding Agreement, such reports, data, information, and certifications as may be reasonably required by State.
- D.14. DISPOSITION OF EQUIPMENT: Grantee shall provide to State, not less than 30 calendar days prior to submission of the final invoice, an itemized inventory of equipment purchased with funds provided by State. The inventory shall include all items with a current estimated fair market value of more than \$5,000.00 per item. Within 60 calendar days of receipt of such inventory, State shall provide Grantee with a list of the items on the inventory that State will take title to. All other items shall become the property of Grantee. State shall arrange for delivery from Grantee of items that it takes title to. Cost of transportation, if any, shall be borne by State.
- D.15. DRUG-FREE WORKPLACE CERTIFICATION: Certification of Compliance: By signing this Funding Agreement, Grantee, its contractors or subcontractors hereby certify, under penalty of perjury under the laws of State of California, compliance with the requirements of the Drug-Free Workplace Act of 1990 (Gov. Code, § 8350 et seq.) and have or will provide a drug-free workplace by taking the following actions:
- A. Publish a statement notifying employees, contractors, and subcontractors that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees, contractors, or subcontractors for violations, as required by the Government Code section 8355.
 - B. Establish a Drug-Free Awareness Program, as required by Government Code section 8355 to inform employees, contractors, or subcontractors about all of the following:
 - i. The dangers of drug abuse in the workplace,
 - ii. Grantee's policy of maintaining a drug-free workplace,
 - iii. Any available counseling, rehabilitation, and employee assistance programs, and
 - iv. Penalties that may be imposed upon employees, contractors, and subcontractors for drug abuse violations.
 - C. Provide, as required by Government Code section 8355, that every employee, contractor, and/or subcontractor who works under this Funding Agreement:
 - i. Will receive a copy of Grantee's drug-free policy statement, and
 - ii. Will agree to abide by terms of Grantee's condition of employment, contract, or subcontract.
- D.16. EASEMENTS: Where the Grantee acquires property in fee title or funds improvements to real property already owned in fee by the Grantee using State funds provided through this Funding Agreement, an appropriate easement or other title restriction providing for floodplain preservation and agricultural and/or wildlife habitat conservation for the subject property in perpetuity, approved by the State, shall be conveyed to a regulatory or trustee agency or conservation group acceptable to the State. The easement or other title restriction must be in the first position ahead of any recorded mortgage or lien on the property unless this requirement is waived by the State.

Where the Grantee acquires an easement under this Agreement, the Grantee agrees to monitor and enforce the terms of the easement, unless the easement is subsequently transferred to another land management or conservation organization or entity with State

permission, at which time monitoring and enforcement responsibilities will transfer to the new easement owner.

Failure to provide an easement acceptable to the State may result in termination of this Agreement.

- D.17. FINAL INSPECTIONS AND CERTIFICATION OF REGISTERED CIVIL ENGINEER: Upon completion of the Project, Grantee shall provide for a final inspection and certification by a California Registered Civil Engineer that the Project has been completed in accordance with submitted final plans and specifications and any modifications thereto and in accordance with this Funding Agreement.
- D.18. GOVERNING LAW: This Funding Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.
- D.19. GRANTEE'S RESPONSIBILITIES: Grantee and its representatives shall:
- A. Faithfully and expeditiously perform or cause to be performed all project work as described in Exhibit A (Work Plan) and in accordance with Project Exhibit B (Budget) and Exhibit C (Schedule).
 - B. Accept and agree to comply with all terms, provisions, conditions, and written commitments of this Funding Agreement, including all incorporated documents, and to fulfill all assurances, declarations, representations, and statements made by Grantee in the application, documents, amendments, and communications filed in support of its request for funding.
 - C. Comply with all applicable California, federal, and local laws and regulations.
 - D. Implement the Project in accordance with applicable provisions of the law.
 - E. Fulfill its obligations under the Funding Agreement and be responsible for the performance of the Project.
 - F. Obtain any and all permits, licenses, and approvals required for performing any work under this Funding Agreement, including those necessary to perform design, construction, or operation and maintenance of the Project. Grantee shall provide copies of permits and approvals to State.
 - G. Be solely responsible for design, construction, and operation, and maintenance of the Project. Review or approval of plans, specifications, bid documents, or other construction documents by State is solely for the purpose of proper administration of funds by State and shall not be deemed to relieve or restrict responsibilities of Grantee under this Agreement.
 - H. Be solely responsible for all work and for persons or entities engaged in work performed pursuant to this Agreement, including, but not limited to, contractors, subcontractors, suppliers, and providers of services. The Grantee shall be responsible for any and all disputes arising out of its contracts for work on the Project, including but not limited to payment disputes with contractors and subcontractors. The State will not mediate disputes between the Grantee and any other entity concerning responsibility for performance of work.
- D.20. INDEMNIFICATION: Grantee shall indemnify and hold and save the State, its officers, agents, and employees, free and harmless from any and all liabilities for any claims and damages (including inverse condemnation) that may arise out of the Project and this Agreement, including any breach of this Agreement. Grantee shall require its contractors or subcontractors

to name the State, its officers, agents and employees as additional insureds on their liability insurance for activities undertaken pursuant to this Agreement.

- D.21. INDEPENDENT CAPACITY: Grantee, and the agents and employees of the Grantee, in the performance of the Funding Agreement, shall act in an independent capacity and not as officers, employees, or agents of the State.
- D.22. INSPECTION OF BOOKS, RECORDS, AND REPORTS: During regular office hours, each of the parties hereto and their duly authorized representatives shall have the right to inspect and to make copies of any books, records, or reports of either party pertaining to this Funding Agreement or matters related hereto. Each of the parties hereto shall maintain and shall make available at all times for such inspection accurate records of all its costs, disbursements, and receipts with respect to its activities under this Funding Agreement. Failure or refusal by Grantee to comply with this provision shall be considered a breach of this Funding Agreement, and State may withhold disbursements to Grantee or take any other action it deems necessary to protect its interests.
- D.23. INSPECTIONS OF PROJECT BY STATE: State shall have the right to inspect the work being performed at any and all reasonable times during the term of the Grantee. This right shall extend to any subcontracts, and Grantee shall include provisions ensuring such access in all its contracts or subcontracts entered into pursuant to its Funding Agreement with State.
- D.24. LABOR CODE COMPLIANCE: The Grantee agrees to be bound by all the provisions of the Labor Code regarding prevailing wages and shall monitor all contracts subject to reimbursement from this Agreement to assure that the prevailing wage provisions of the Labor Code are being met. Current Department of Industrial Relations (DIR) requirements may be found at: <http://www.dir.ca.gov/lcp.asp>. For more information, please refer to DIR's *Public Works Manual* at: <http://www.dir.ca.gov/dlse/PWManualCombined.pdf>. The Grantee affirms that it is aware of the provisions of section 3700 of the Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance, and the Grantee affirms that it will comply with such provisions before commencing the performance of the work under this Agreement and will make its contractors and subcontractors aware of this provision.
- D.25. MODIFICATION OF OVERALL WORK PLAN: At the request of the Grantee, the State may at its sole discretion approve non-material changes to the portions of Exhibits A, B, and C that concern the budget and schedule without formally amending this Funding Agreement. Non-material changes with respect to the budget are changes that only result in reallocation of the budget and will not result in an increase in the amount of the State Funding Agreement. Non-material changes with respect to the Project schedule are changes that will not extend the term of this Funding Agreement. Requests for non-material changes to the budget and schedule must be submitted by the Grantee to the State in writing and are not effective unless and until specifically approved by the State's Program Manager in writing.
- D.26. NONDISCRIMINATION: During the performance of this Funding Agreement, Grantee and its contractors or subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex (gender), sexual orientation, race, color, ancestry, religion, creed, national origin (including language use restriction), pregnancy, physical disability (including HIV and AIDS), mental disability, medical condition (cancer/genetic characteristics), age (over 40), marital/domestic partner status, gender identity, and denial of medical and family care leave or pregnancy disability leave. Grantee and its contractors or subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and

harassment. Grantee and its contractors or subcontractors shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code, § 12990.) and the applicable regulations promulgated thereunder (Cal. Code Regs., tit. 2, § 11000 et seq.). The applicable regulations of the Fair Employment and Housing Commission are incorporated into this Agreement by reference. Grantee and its contractors or subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

Grantee shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Funding Agreement.

- D.27. OPINIONS AND DETERMINATIONS: Where the terms of this Funding Agreement provide for action to be based upon, judgment, approval, review, or determination of either party hereto, such terms are not intended to be and shall never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary, capricious, or unreasonable.
- D.28. PERFORMANCE BOND: Where contractors are used, the Grantee shall not authorize construction to begin until each contractor has furnished a performance bond in favor of the Grantee in the following amounts: faithful performance (100%) of contract value, and labor and materials (100%) of contract value. This requirement shall not apply to any contract for less than \$25,000.00. Any bond issued pursuant to this paragraph must be issued by a California-admitted surety. (Pub. Contract Code, § 7103; Code Civ. Proc., § 995.311.)
- D.29. PRIORITY HIRING CONSIDERATIONS: If this Funding Agreement includes services in excess of \$200,000, the Grantee shall give priority consideration in filling vacancies in positions funded by the Funding Agreement to qualified recipients of aid under Welfare and Institutions Code section 11200 in accordance with Public Contract Code section 10353.
- D.30. PROHIBITION AGAINST DISPOSAL OF PROJECT WITHOUT STATE PERMISSION: The Grantee shall not sell, abandon, lease, transfer, exchange, mortgage, hypothecate, or encumber in any manner whatsoever all or any portion of any real or other property necessarily connected or used in conjunction with the Project, or with Grantee's service of water, without prior permission of State. Grantee shall not take any action, including but not limited to actions relating to user fees, charges, and assessments that could adversely affect the ability of Grantee to meet its obligations under this Funding Agreement, without prior written permission of State. State may require that the proceeds from the disposition of any real or personal property be remitted to State.
- D.31. PROJECT ACCESS: The Grantee shall ensure that the State, the Governor of the State, or any authorized representatives of the foregoing, will have safe and suitable access to the Project site at all reasonable times during Project construction and thereafter for the term of this Agreement.
- D.32. REMAINING BALANCE: In the event the Grantee does not submit invoices requesting all of the funds encumbered under this Funding Agreement, any remaining funds revert to the State. The State will notify the Grantee stating that the Project file is closed, and any remaining balance will be disencumbered and unavailable for further use under this Funding Agreement.
- D.33. REMEDIES NOT EXCLUSIVE: The use by either party of any remedy specified herein for the enforcement of this Funding Agreement is not exclusive and shall not deprive the party using such remedy of, or limit the application of, any other remedy provided by law.
- D.34. RETENTION: The State shall withhold ten percent (10%) of the funds requested by the Grantee for reimbursement of Eligible Project Costs until the Project is completed and Final

Report is approved. Any retained amounts due to the Grantee will be promptly disbursed to the Grantee, without interest, upon completion of the Project.

- D.35. RIGHTS IN DATA: Grantee agrees that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes, and other written or graphic work produced in the performance of this Funding Agreement shall be made available to the State and shall be in the public domain to the extent to which release of such materials is required under the California Public Records Act. (Gov. Code, § 6250 et seq.) Grantee may disclose, disseminate and use in whole or in part, any final form data and information received, collected, and developed under this Funding Agreement, subject to appropriate acknowledgement of credit to State for financial support. Grantee shall not utilize the materials for any profit-making venture or sell or grant rights to a third party who intends to do so. The State shall have the right to use any data described in this Paragraph for any public purpose.
- D.36. SEVERABILITY: Should any portion of this Funding Agreement be determined to be void or unenforceable, such shall be severed from the whole and the Funding Agreement shall continue as modified.
- D.37. SUSPENSION OF PAYMENTS: This Funding Agreement may be subject to suspension of payments or termination, or both if the State determines that:
- A. Grantee, its contractors, or subcontractors have made a false certification, or
 - B. Grantee, its contractors, or subcontractors violates the certification by failing to carry out the requirements noted in this Funding Agreement.
- D.38. SUCCESSORS AND ASSIGNS: This Funding Agreement and all of its provisions shall apply to and bind the successors and assigns of the parties. No assignment or transfer of this Funding Agreement or any part thereof, rights hereunder, or interest herein by the Grantee shall be valid unless and until it is approved by State and made subject to such reasonable terms and conditions as State may impose.
- D.39. TERMINATION BY GRANTEE: Subject to State approval which may be reasonably withheld, Grantee may terminate this Agreement and be relieved of contractual obligations. In doing so, Grantee must provide a reason(s) for termination. Grantee must submit all progress reports summarizing accomplishments up until termination date.
- D.40. TERMINATION FOR CAUSE: Subject to the right to cure under Paragraph 11, the State may terminate this Funding Agreement and be relieved of any payments should Grantee fail to perform the requirements of this Funding Agreement at the time and in the manner herein, provided including but not limited to reasons of default under Paragraph 11.
- D.41. TERMINATION WITHOUT CAUSE: The State may terminate this Agreement without cause on 30 days' advance written notice. The Grantee shall be reimbursed for all reasonable expenses incurred up to the date of termination.
- D.42. THIRD PARTY BENEFICIARIES: The parties to this Agreement do not intend to create rights in, or grant remedies to, any third party as a beneficiary of this Agreement, or any duty, covenant, obligation or understanding established herein.
- D.43. TIMELINESS: Time is of the essence in this Funding Agreement.
- D.44. TRAVEL: Travel includes the reasonable and necessary costs of transportation, subsistence, and other associated costs incurred by personnel during the term of this Funding Agreement. Any reimbursement for necessary travel and per diem shall be at rates not to exceed those set by the California Department of Human Resources for excluded employees. These rates may

be found at: <http://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx>.

Reimbursement will be at the State travel and per diem amounts that are current as of the date costs are incurred. No travel outside the State of California shall be reimbursed unless prior written authorization is obtained from the State.

- D.45. UNION ORGANIZING: Grantee, by signing this Funding Agreement, hereby acknowledges the applicability of Government Code sections 16645 through 16649 to this Funding Agreement. Furthermore, Grantee, by signing this Funding Agreement, hereby certifies that:
- A. No State funds disbursed by this Funding Agreement will be used to assist, promote, or deter union organizing.
 - B. Grantee shall account for State funds disbursed for a specific expenditure by this Funding Agreement to show those funds were allocated to that expenditure.
 - C. Grantee shall, where State funds are not designated as described in (b) above, allocate, on a pro rata basis, all disbursements that support the program.
 - D. If Grantee makes expenditures to assist, promote, or deter union organizing, Grantee will maintain records sufficient to show that no State funds were used for those expenditures and that Grantee shall provide those records to the Attorney General upon request.
- D.46. VENUE: The State and the Grantee hereby agree that any action arising out of this Agreement shall be filed and maintained in the Superior Court in and for the County of Sacramento, California, or in the United States District Court in and for the Eastern District of California. The Grantee hereby waives any existing sovereign immunity for the purposes of this Agreement.
- D.47. WAIVER OF RIGHTS: None of the provisions of this Funding Agreement shall be deemed waived unless expressly waived in writing. It is the intention of the parties here to that from time to time either party may waive any of its rights under this Funding Agreement unless contrary to law. Any waiver by either party of rights arising in connection with the Funding Agreement shall not be deemed to be a waiver with respect to any other rights or matters, and such provisions shall continue in full force and effect.

Exhibit E
GRANTEE'S AUTHORIZING RESOLUTION

RESOLUTION NO. 2514

**A RESOLUTION OF THE COUNCIL OF THE CITY OF FOWLER
AUTHORIZING THE GRANT APPLICATION TO THE
DEPARTMENT OF WATER RESOURCES, ACCEPTANCE OF
GRANT FUNDING, AND EXECUTION OF A FUNDING
AGREEMENT WITH THE DEPARTMENT OF WATER
RESOURCES FOR THE CITY OF FOWLER NEW WELL AND
SYSTEM INTERCONNECTION FOR DROUGHT RESILIENCY
PROJECT**

WHEREAS, City of Fowler ("City") proposes to implement the City of Fowler New Well and System Interconnection for Drought Resiliency Project ("Project");

WHEREAS, the Project is being implemented in response to a drought scenario, as defined by Water Code section 13198(a), and is intended to address immediate impacts on human health and safety;

WHEREAS, City has the legal authority and is authorized to enter into a funding agreement with the State of California;

WHEREAS, City intends to apply for grant funding through the Small Community Drought Relief Program from the California Department of Water Resources ("DWR") for the Project; and

WHEREAS, it is in the best interest of the City to pursue grant funding from the DWR for the Project.

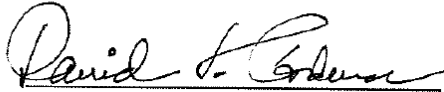
THEREFORE, BE IT RESOLVED by the City Council of the City of Fowler as follows:

1. The City Council hereby approves the City's efforts to pursue grant funding from the DWR for the Project.
2. Pursuant and subject to all of the terms and provisions of the Budget Act of 2021 (Stats. 2021, ch. 69, § 112), the City Manager or designee is hereby authorized and directed to prepare and file an application for funding with the DWR and take such other actions as necessary or appropriate to obtain grant funding for the Project.
3. The City Manager or designee is hereby authorized and directed to execute the funding agreement with the DWR and any amendments thereto.
4. The City Manager or designee is hereby authorized and directed to submit any required documents, invoices, and reports required to obtain any grant funding awarded by DWR for the Project.

PASSED, APPROVED AND ADOPTED this 21st day of September 2021, at a regular meeting of the Fowler City Council by the following vote:

AYES: Cardenas, Rodriquez, Mejia, & Kazarian (via teleconference)
NOES: None
ABSTAIN: None
ABSENT: Parra

APPROVED:


David Cardenas, Mayor

I hereby certify that the foregoing is a full, true, and correct copy of a Resolution duly and regularly adopted by the City Council of the City of Fowler at a meeting thereof held on the 21st day of September, 2021.

ATTEST:

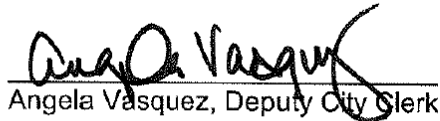

Angela Vasquez, Deputy City Clerk

Exhibit F

REPORT FORMATS AND REQUIREMENTS

The following reporting formats should be utilized. Please obtain State approval prior to submitting a report in an alternative format.

1. PROGRESS REPORTS

Progress reports shall generally use the following format. This format may be modified as necessary to effectively communicate information.

PROJECT STATUS

Describe the work performed during the time period covered by the report including but not limited to:

PROJECT INFORMATION

- Legal matters
- Engineering Evaluations
- Environmental matters
- Status of permits, easements, rights-of-way, rights of entry, and approvals as may be required by other State, federal, and/or local agencies
- Major accomplishments during the quarter (i.e., tasks completed, milestones met, meetings held or attended, press releases, etc.)
- Issues/concerns that have, will, or could affect the schedule or budget, with a recommendation on how to correct the matter
- Describe differences between the work performed and the work outlined in the Overall Work Plan, including change orders
- Demonstrate financial ability to pay local cost share of Eligible Project Costs required to complete the Project
- Estimate the percentage completion of the overall project
- Identify key issues that need to be resolved
- Photos documenting progress

COST INFORMATION

- Provide a list showing all project costs incurred during the time period covered by the report by the Grantee and each contractor working on the Project and which of these costs are Eligible Project Costs
- A discussion on how the actual budget is progressing in comparison to the project budget included in the Overall Work Plan
- A list of any changes approved to the budget in accordance with Funding Agreement and a revised budget, by task, if changed from latest budget in the Overall Work Plan
- A discussion of whether there have been any changes to the Grantee's finance plan for payment of the Grantee's share of Eligible Project Costs

SCHEDULE INFORMATION

- A schedule showing actual progress versus planned progress
- A discussion on how the actual schedule is progressing in comparison to the original or last reported schedule
- A list of any changes approved to the Schedule in accordance with Funding Agreement and a revised schedule, by task, if changed from latest reported schedule

2. PROJECT COMPLETION REPORT

Project Completion Reports shall generally use the following format.

EXECUTIVE SUMMARY – Should include a brief summary of project information and include the following items:

- Brief description of work proposed to be done in the original application
- Description of actual work completed and any deviations from the work plan identified in the Funding Agreement

REPORTS AND/OR PRODUCTS – The following items should be provided

- Final Evaluation report
- Electronic copies of any data collected, not previously submitted
- As-built drawings
- Final geodetic survey information
- Self-Certification that the Project meets the stated goal of the funding agreement (e.g. 100-year level of flood protection, HMP standard, PL-84-99, etc.)
- Project photos
- Discussion of problems that occurred during the work and how those problems were resolved
- A final project schedule showing actual progress versus planned progress

COSTS AND DISPOSITION OF FUNDS – A list showing:

- The date each invoice was submitted to State
- The amount of the invoice
- The date the check was received
- The amount of the check (If a check has not been received for the final invoice, then state this in this section.)
- A summary of the payments made by the Grantee for meeting its cost sharing obligations under this Funding Agreement.
- A summary of final funds disbursement including:
 - Labor cost of personnel of agency/ major consultant /sub-consultants. Indicate personnel, hours, rates, type of profession, and reason for consultant, i.e., design, CEQA work, etc.

- Evaluation cost information, shown by material, equipment, labor costs, and any change orders
- Any other incurred cost detail
- A statement verifying separate accounting of funding disbursements
- Summary of project cost including the following items:
 - Accounting of the cost of project expenditure;
 - Include all internal and external costs not previously disclosed; and
 - A discussion of factors that positively or negatively affected the project cost and any deviation from the original project cost estimate.

ADDITIONAL INFORMATION – Any relevant additional Information should be included.

Exhibit G

STATE AUDIT DOCUMENT REQUIREMENTS

The following provides a list of documents typically required by State Auditors and general guidelines for Grantees. List of documents pertains to both State funding and Grantee's Cost Share, if any, and details the documents/records that State Auditors would need to review in the event of this Funding Agreement is audited. Grantees should ensure that such records are maintained for three (3) years after final disbursement pursuant to this Agreement.

State Audit Document Requirements

Internal Controls

1. Organization chart (e.g., Agency's overall organization chart and organization chart for the State funded Program/Project).
2. Written internal procedures and flowcharts for the following:
 - a) Receipts and deposits
 - b) Disbursements
 - c) State reimbursement requests
 - d) Expenditure tracking of State funds
 - e) Guidelines, policy, and procedures on State-funded Program/Project
3. Audit reports of the Agency internal control structure and/or financial statements within the last two years.
4. Prior audit reports on the State funded Program/Project.

State Funding:

1. Original Funding Agreement, any amendment(s), and budget modification documents.
2. A listing of all grants, loans, or subventions received from the State.
3. A listing of all other funding sources for the Program/Project.

Contracts:

1. All subcontractor and consultant contracts and related or partners' documents, if applicable.
2. Contracts between the Agency and member agencies as related to the State-funded Program/Project.

Invoices:

1. Invoices from vendors and subcontractors for expenditures submitted to the State for payments under the Funding Agreement.
2. Documentation linking subcontractor invoices to State reimbursement, requests, and related Funding Agreement budget line items.
3. Reimbursement requests submitted to the State for the Funding Agreement.

Cash Documents:

1. Receipts (copies of warrants) showing payments received from the State.
2. Deposit slips (or bank statements) showing deposits of the payments received from the State.

3. Cancelled checks or disbursement documents showing payments made to vendors, subcontractors, consultants, and/or agents under the grants or loans.
4. Bank statements showing the deposit of the receipts.

Accounting Records:

1. Ledgers showing entries for funding receipts and cash disbursements.
2. Ledgers showing receipts and cash disbursement entries of other funding sources.
3. Bridging documents that tie the general ledger to requests for Funding Agreement reimbursement.

Administration Costs:

1. Supporting documents showing the calculation of administration costs.

Personnel:

1. List of all contractors and Agency staff that worked on the State funded Program/Project.
2. Payroll records including timesheets for contractor staff and the Agency personnel who provided services charged to the program

Project Files:

1. All supporting documentation maintained in the project files.
2. All Funding Agreement related correspondence.

Exhibit H

INFORMATION NEEDED FOR ESCROW PROCESSING AND CLOSURE

The Grantee must provide the following documents to the State Project Representative during the escrow process. Property acquisition escrow documents must be submitted within the term of this Funding Agreement and after a qualified appraisal has been approved.

- Name and Address of Title Company Handling the Escrow
- Escrow Number
- Name of Escrow Officer
- Escrow Officer's Phone Number
- Dollar Amount Needed to Close Escrow
- Legal Description of Property Being Acquired
- Assessor's Parcel Number(s) of Property Being Acquired
- Copy of Title Insurance Report
- Entity Taking Title as Named Insured on Title Insurance Policy
- Copy of Escrow Instructions in Draft Form Prior to Recording for Review Purposes
- Copy of Final Escrow Instructions
- Verification that all Encumbrances (Liens, Back Taxes, and Similar Obligations) have been Cleared Prior to Recording the Deed to Transfer Title
- Copy of Deed for Review Purposes Prior to Recording
- Copy of Deed as Recorded in County Recorder's Office
- Copy of Escrow Closure Notice

Exhibit I

APPRAISAL SPECIFICATIONS

For property acquisitions funded this Funding Agreement, the Grantee must submit an appraisal for review and approval by the Department of General Services or DWR's Real Estate Branch prior to reimbursement or depositing State funds into an escrow account. All appraisal reports, regardless of report format, must include all applicable Appraisal Specifications below. Appraisals for a total compensation of \$150,000 or more shall be reported as a Self-Contained Appraisal Report. Appraisals for a total compensation of less than \$150,000 may be reported as a Summary Appraisal Report, which includes all information necessary to arrive at the appraiser's conclusion. Appraisal Specifications 14, 16, 21, 23-25, and 28 shall be narrative analysis regardless of the reporting format.

1. Title page with sufficient identification of appraisal assignment.
2. Letter of transmittal summarizing important assumptions and conclusions, value estimate, date of value and date of report.
3. Table of contents.
4. Assumptions and Limiting Conditions, Extraordinary Assumptions, and Hypothetical Conditions as needed.
5. Description of the scope of work, including the extent of data collection and limitations, if any, in obtaining relevant data.
6. Definition of Fair Market Value, as defined by Code of Civil Procedure, section 1263.320.
7. Photographs of subject property and comparable data, including significant physical features and the interior of structural improvements, if applicable.
8. Copies of Tax Assessor's plat map with the subject marked along with all contiguous assessor's parcels that depict the ownership.
9. A legal description of the subject property, if available.
10. For large, remote or inaccessible parcels, provide aerial photographs or topographical maps depicting the subject boundaries.
11. Three-year subject property history, including sales, listings, leases, options, zoning, applications for permits, or other documents or facts that might indicate or affect use or value.
12. Discussion of any current Agreement of Sale, option, or listing of subject property. This issue required increased diligence since state agencies often utilize non-profit organizations to quickly acquire sensitive-habitat parcels using Option Agreements. However, due to confidentiality clauses, the terms of the Option are often not disclosed to the state. If the appraiser discovers evidence of an Option or the possible existence of an Option, and the terms cannot be disclosed due to a confidentiality clause, then the appraiser is to cease work and contact the client.
13. Regional, area, and neighborhood analyses. This information may be presented in a summary format.
14. Market conditions and trends including identification of the relevant market area, a discussion of supply and demand within the relevant market area, and a discussion of the relevant market factors impacting demand for site acquisition and leasing within the relevant market area. This information may be presented in a summary format.
15. Discussion of subject land/site characteristics (size, topography, current use, elevations, zoning and land use issues, development entitlements, General Plan designation, utilities, offsite

improvements, access, land features such as levees and creeks, offsite improvements, easements and encumbrances, covenants, conditions and restrictions, flood and earthquake information, toxic hazards, water rights, mineral rights, toxic hazards, taxes and assessments, etc.).

16. Description of subject improvements including all structures, square footage, physical age, type of construction, quality of construction, condition of improvements and/or identification of any permanent plantings. Discussion of construction cost methodology, costs included and excluded, accrued depreciation from all causes, remaining economic life, items of deferred maintenance and cost to cure, and incurable items. Construction cost data must include cost data source, date of estimate or date of publication of cost manual, section and page reference of cost manual, copies of cost estimate if provided from another source, replacement or reproduction cost method used, and supporting calculations including worksheets or spreadsheets.
17. Subject property leasing and operating cost history, including all items of income and expense.
18. Analysis and conclusion of the larger parcel for partial taking appraisals. For partial taking appraisals, Appraisal Specifications generally apply to the larger parcel rather than an ownership where the larger parcel is not the entire ownership.
19. Include a copy of a recent preliminary title report (within the past year) as an appraisal exhibit. Discuss the title exceptions and analyze the effect of title exceptions on fair market value.
20. For appraisals of partial takings or easements, a detailed description of the taking or easement area including surface features and topography, easements, encumbrances or improvements including levees within the subject partial take or easement, and whether the take area is characteristic of the larger parcel. Any characteristics of the taking area, including existing pre-project levees that render the take area different from the larger parcel must be addressed in the valuation.
21. Opinion of highest and best use for the subject property, based on an in depth analysis supporting the concluded use which includes the detail required by the complexity of the analysis. Such support typically requires a discussion of the four criteria of tests utilized to determine the highest and best use of a property. If alternative feasible uses exist, explain and support market, development, cash flow, and risk factors leading to an ultimate highest and best use decision.
22. All approaches to market value applicable to the property type and in the subject market. Explain and support the exclusion of any usual approaches to value.
23. Map(s) showing all comparable properties in relation to the subject property.
24. Photographs and plat maps of comparable properties.
25. In depth discussion of comparable properties, similarities and differences compared to the subject, adjustments to the comparable data, and discussion of the reliability and credibility of the data as it relates to the indicated subject property value. Improved comparable sales which are used to compare to vacant land subject properties must include an allocation between land and improvements, using methodology similar to methodology used in item 16 above to estimate improvement value when possible, with an explanation of the methodology used.
26. Comparable data sheets.
 - a) For sales, include information on grantor/grantee, sale/recordation dates, listed or asking price as of the date of sale, highest and best use, financing, conditions of sale, buyer motivation, sufficient location information (street address, post mile, and/or distance from local landmarks

such as bridges, road intersections, structures, etc.), land/site characteristics, improvements, source of any allocation of sale price between land and improvements, and confirming source.

- b) For listings, also include marketing time from list date to effective date of the appraisal, original list price, changes in list price, broker feedback, if available.
 - c) For leases, include significant information such as lessor/lessee, lease date and term, type of lease, rent and escalation, expenses, size of space leased, tenant improvement allowance, concessions, use restrictions, options, and confirming source. When comparing improved sales to a vacant land subject, the contributory value of the improvements must be segregated from the land value.
27. For appraisals of easements, a before and after analysis of the burden of the easement on the fee, with attention to how the easement affects highest and best use in the after condition. An Easement Valuation Matrix or generalized easement valuation references may be used ONLY as a reference for a secondary basis of value.
28. For partial taking and easement appraisals, valuation of the remainder in the after condition and analysis and identification of any change in highest and best use or other characteristics in the after condition, to establish severance damages to the remainder in the after condition, and a discussion of special and general benefits, and cost to cure damages or construction contract work.
29. There are occasions where properties involve water rights, minerals, or salable timber that require separate valuations. If an appraisal assignment includes water rights, minerals, or merchantable timber that requires separate valuation, the valuation of the water rights, minerals, or merchantable timber must be completed by a credentialed subject matter specialist.
30. For partial taking and easement appraisals, presentation of the valuation in California partial taking acquisition required format.
31. Implied dedication statement.
32. Reconciliation and final value estimate. Include analysis and comparison of the comparable sales to the subject, and explain and support conclusions reached.
33. Discussion of any departures taken in the development of the appraisal.
34. Signed Certification consistent with the language found in Uniform Standards of Professional Appraisal Practice.
35. If applicable, in addition to the above, appraisals of telecommunication sites must also provide:
- a) A discussion of market conditions and trends including identification of the relevant market, a discussion of supply and demand within the relevant market area and a discussion of the relevant market factors impacting demand for site acquisition and leasing within the relevant market area.
 - b) An analysis of other (ground and vault) leases comparable to subject property. Factors to be discussed in the analysis include the latitude, longitude, type of tower, tower height, number of rack spaces, number of racks occupied, placement of racks, power source and adequacy, back-up power, vault and site improvements description and location on site, other utilities; access, and road maintenance costs.

Exhibit J
ADVANCE PAYMENT

Water Code section 13198.4(c) authorizes advanced payment by the State for grantees that demonstrate cash flow issues. A project may receive an advanced payment of twenty-five (25) percent of its grant award; the remaining seventy-five (75) percent of the grant award will be reimbursed in arrears after the advanced funds have been fully expended. Within ninety (90) calendar days of execution of the Grant Agreement, the Grantee may provide the State an Advanced Payment Request. Advanced Payment Requests received ninety-one (91) calendar days after the execution of this Agreement will not be eligible to receive an advanced payment. The Advanced Payment Request shall contain the following:

- A. If the Grantee is requesting the advanced payment, the request(s) shall include:
 - 1. Descriptive information of each project with an update on project status
 - 2. Description and documentation of the cash flow issues the Grantee has that requires funds to be advanced
 - 3. The names of the entities that will receive the funding for each project
 - 4. A detailed Funding Plan which includes how the advanced payment will be expended (in terms of workplan, budget, and schedule) within the timeframe agreed upon by DWR and the Grantee. The Funding Plan must clearly identify the total budget (at Budget Category Level) for each project clearly showing the portion of advanced payment and reimbursement funds.
 - 5. Any other information that DWR may deem necessary
- B. Upon review and approval of the Advanced Payment Request, DWR may authorize payment of the requested amount or a lesser amount for those entities that have requested advanced funds. Based on the project's Funding Plan and other considerations, DWR may develop a "Disbursement Schedule," to disburse funds in installments. This Disbursement Schedule may change based on the project's ongoing compliance with the Advanced Payment requirements and the project's cash flow needs.
- C. Once DWR authorizes the Advanced Payment Request, the Grantee shall submit Advanced Payment Invoice(s) for the initial amount based on the "Disbursement Schedule" containing the request for each project requesting advanced funds, to the State with signature and date of the Grantee's Project Representative, as indicated in Paragraph 18, "Project Representative." The Grantee shall be responsible for the timely distribution of the advanced funds. The Advanced Payment Invoice(s) shall be submitted on forms provided by the State and shall meet the following format requirements:
 - 1. Invoice shall contain the date of the invoice, the time period covered by the invoice, and the total amount due.
 - 2. Invoice shall be itemized based on the budget categories specified in Exhibit B, "Budget."
 - 3. The State Project Manager will notify the Grantee, in a timely manner, when, upon review of an Advance Payment Invoice, the State determines that any portion or portions of the costs claimed are not eligible costs. The Grantee may, within thirty (30) calendar days of the date of receipt of such notice, submit additional documentation to cure such deficiency(ies). The Grantee may, within thirty (30) calendar days of the date of receipt of such notice, submit additional documentation to cure such deficiency(ies). If costs are not consistent with the

tasks in Exhibit A, the State will reject the claim and remove them from the Accountability Report.

4. On a quarterly basis, the Grantee will submit an Accountability Report to the State that demonstrates how actual expenditures compare with the scheduled budget. The Accountability Report shall include the following information:
 - i. An itemization of how advanced funds have been spent to-date (Expenditure Report), including documentation that supports the disbursements (e.g., contractor invoices, receipts, personnel hours, etc.). Accountability Reports shall be itemized based on the budget categories (i.e., tasks) specified in Exhibit B.
 - ii. An updated Accountability Report including an updated Funding Plan that depicts how the remaining advanced funds will be expended and the activities and deliverables associated with the advanced funds within the timeframe agreed upon by DWR and the Grantee when the advanced payment request was approved.
 - iii. Documentation that the funds were placed in a non-interest bearing account, including the dates of deposits and withdrawals from that account.
 - iv. Proof of distribution of advanced funds, if applicable.
- D. Once the Grantee has spent all advanced funds in a budget category, then the method of payment will revert to the reimbursement process for that budget category specified in Paragraph 9, "Method of Payment."



CITY COUNCIL OF THE CITY OF FOWLER

ITEM NO: 6-E

REPORT TO THE CITY COUNCIL

February 21, 2023

FROM: YVONNE HERNANDEZ, Recreation Supervisor

SUBJECT

APPROVE an agreement with Fireworks America in an amount not to exceed \$25,360 for the Annual 4th of July Fireworks Show on July 4, 2023.

RECOMMENDATION

Staff recommend approval of an agreement with Fireworks America in an amount of \$25,360 for Fiscal Year 2022-2023.

BACKGROUND

The fireworks display is organized by the City of Fowler Recreation Department. It is a free admission show, with live music, food booths and activities for kids. It is a safe and sane way for families to enjoy a 23 minute fireworks show on July 4, 2023.

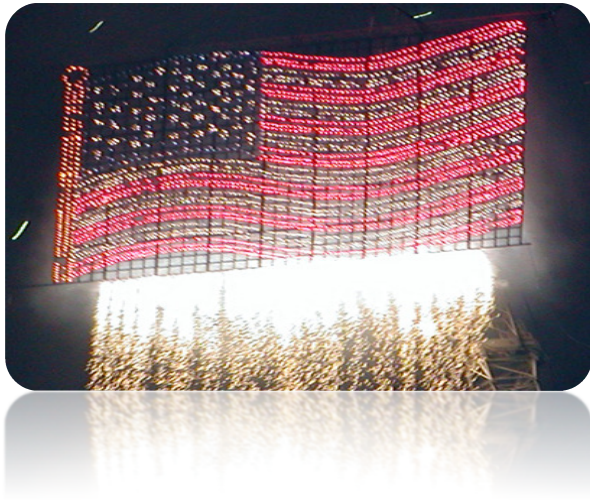
FISCAL IMPACT

Funds associated with this agreement are included in the FY 2022-23 budget, which was adopted by Council on June 7, 2022.

Attachments:

- Independence Day Agreement

City of Fowler



Presents

Program B

Independence Day **A Fireworks Extravaganza** **7/4/2023**

Produced by



"The Difference Is Quality"

City of Fowler
Independence Day
July 4, 2023

Opening Announcement

Program

A

Color & Multi-Color Finale Shells

2.5" 20

Main Show

Aerial Titanium Flash Salutes

3" 10

Color, Multi-Color, Flitter, Glitter,
Electric Color & Color Changing Shells

2.5" 50

3" 75

4" 30

5" 15

Distinctive & Unique Aerial Shells

2.5" 70

3" 120

4" 30

5" 15

Premium Aerial Shells

3" 45

4" 4

5" 2

Streaking Tiger Tails

2.5" 6

3" 20

Aerial Grand Finale

Titanium Flash Salutes

2.5" 30

3" 40

Color/Multicolor Finale

2.5" 150

3" 160

4" 12

Finale Crown

5" 2



Totals

Program

A

2.5" 332

3" 476

4" 76

5" 34

Total Shells 918

Total Shots: 799

Grand Totals 1717

Running Time in Minutes

Minimum 23.9

Maximum 40.8

Also Includes:

One - 3'x6' US Flag
Set Piece

Nine- .75" Roman
Candles

Bombardments

Multiple Shot Barrages provide
fabric and texture to your display,
keeping an excellent and exciting
pace.

Total Shots 799

Price

Program A **\$25,360.00**

Total Cost **\$25,360.00**

City of Fowler
Independence Day
July 4, 2023

City of Fowler
Show Concept, Services List,
and Miscellaneous Details

Services List:

Fireworks America to Provide:

- 1) Permit Filings as Required
- 2) Storage and Delivery of fireworks
- 3) All Equipment to produce the display
- 4) Insurance Aggregate amount of
\$6,000,000 (Combined Single Limits)
- 5) Worker's Compensation Insurance
(Statute)
- 6) Sound Track
- 7) Choreography

City of Fowler to Provide:

- 1) A Suitable Firing Site
- 2) Adequate Security for Firing Site
- 3) Permit Fees
- 4) Standby Firefighter Fees, if req'd
- 5) Sound System and Playback
- 6) Adequate Permit Time as
listed below.
- 7) Suitable Restroom and Handwash
facilities for the crew

Minimum Time Required

Fireworks America will provide permitting services on your behalf. There are minimum times required to pull these permits. Contracts and deposits must be signed and back to us prior to starting these services. Here are the **minimum permit times.**

Land Based Shows based require a minimum of **30 days** to permit based on Local and State Ordinance, FAA and other requirements.

Water based shows require a minimum of **60 days** to permit based on all of the above PLUS Coast Guard requirements.

Please plan your show accordingly.

Operators and Assistants:

Fireworks America will provide the services of a State Licensed Pyrotechnic Operator and experienced crew to fire your display. The entire crew will be covered under Fireworks America's Worker's Compensation Insurance.

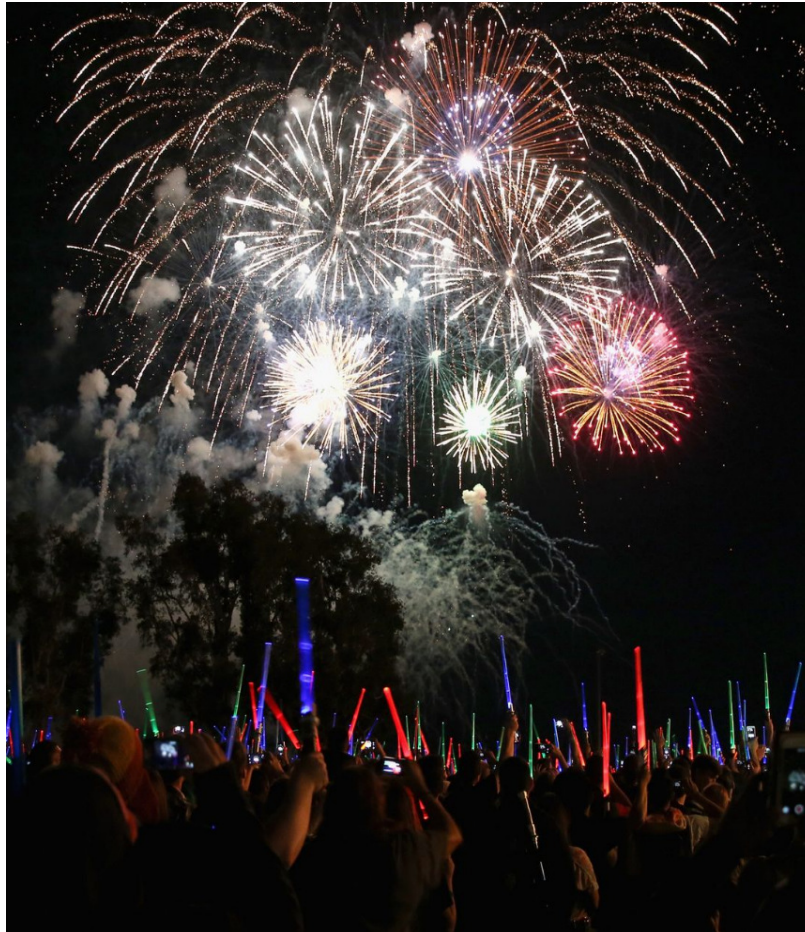
Continued

Payment Terms:

50% of the Sum is to be paid to FA at the signing of the Contract, Balance Net 10 Days After Display

Method of Discharge:

The show will be fired manually.





PYROTECHNIC PUBLIC DISPLAY CONTRACT

Fireworks & Stage FX America, LLC
dba: Fireworks America
PO Box 488
Lakeside, CA 92040
619-938-8277
619-938-8273 Fax

- 1) This Contract, entered into this 28th day of January, 2023, by and between FIREWORKS & STAGE FX AMERICA, LLC., dba FIREWORKS AMERICA, a California Corporation, duly licensed by the Federal Bureau of Alcohol, Tobacco, Firearms and Explosives and the State of California, hereinafter referred to as "FA" and CITY OF FOWLER hereinafter referred to as "BUYER".
- 2) FA agrees to furnish BUYER, in accordance with the terms and conditions set forth herein, One (1) fireworks/special effects display(s) as per Program A, submitted, accepted and made part hereof, and the services of a licensed pyrotechnic operator who will be in charge of the execution of said display unless otherwise agreed in writing. This display is to be performed on July 4, 2023, located at Fowler High School.
The time of the display is to be at: 9:30 PM or TBD
- 3) BUYER agrees to pay FA the sum of: Twenty Five Thousand Three Hundred Sixty Dollars and No Cents (\$25,360.00), per the following terms:
50% of the Sum is to be paid to FA at the signing of the Contract, Balance Net 10 Days After Display
Contract and Deposit to be received by: 2/28/2023
- 4) Should the BUYER default on these payment terms, a finance charge at a rate of 1.5% per month, 18% annual percentage rate, or the maximum rate permitted by law, whichever is greater, will be charged and accrued on the unpaid balance of the Contract until the Contract is satisfied.
FA is hereby authorized to receive BUYER's financial information from any person or entity for the purpose of verifying BUYER's ability to pay.
- 5) BUYER, at its expense, agrees to provide FA a suitable DISPLAY SITE in which to stage, setup and fire the display. This DISPLAY SITE will incorporate an appropriate fallout zone, which has to be approved by FA, and that will fulfill any requirements set forth by any governing legal authority. Should the proposed site require the involvement of specialized equipment, watercraft or clean up, BUYER agrees to provide said equipment and labor at BUYER's expense.

Fireworks America Public Display Contract

- 6) BUYER, at its expense, agrees to provide adequate security to prevent any access to the DISPLAY SITE by members of the general public or any persons not expressly approved by FA. Any claim arising from damage to persons or property caused by any unauthorized access to the DISPLAY SITE is the sole responsibility of the BUYER. Should a multiple day setup be required, BUYER shall provide appropriate security during all the times FA is away from the DISPLAY SITE.
- 7) BUYER, at its expense, agrees to pay for any required "standby" Firemen, and/or any applicable permit costs and fees as required by state and local statutes, ordinances or regulations. BUYER agrees to indemnify FA for any and all changes or adjustments made to the DISPLAY at the request of any governing legal authority.
- 8) BUYER, at its expense, shall provide FA sufficient parking, all necessary site and event passes and allow FA sufficient time and available access, as determined by FA, to safely and professionally setup and discharge the display and subsequently remove the display equipment from the DISPLAY SITE.
- 9) Should BUYER fail to comply or prove itself unable to comply with the requirements stated in paragraphs 5, 6, 7 and 8 herein, FA shall have no obligation to continue with the performance of the display and the BUYER agrees to pay the full contract price plus any additional associated expenses incurred by FA.
- 10) BUYER agrees to assume the risk of weather, or any other cause that is beyond FA's control, that may prevent the display from being discharged on the scheduled date and time. In the event that FA, at its sole discretion, determines that the weather unsuitable for the discharge of the display, BUYER shall pay per the cancellation terms contained in paragraph 11 herein.
- 11) BUYER shall have the option to cancel this display at any time. If BUYER decides to cancel, BUYER agrees to pay to FA 35% of the display contract price and all other associated costs incurred by FA, including, but not limited to, permits, insurance, pyrotechnic operator's fee, transportation, choreography, custom design or any other provable expense associated with the execution of the Display.
- 12) BUYER agrees to hold FA harmless from all claims and penalties made against FA in the event that the display fails to start on time or is disrupted after commencement as a direct result of equipment or product malfunction or failure.
- 13) FA agrees to provide insurance coverage of Six Million Dollars, Bodily Injury and Property Damage and statutory limits for Worker's Compensation. This insurance covers the operations of FA only and does not extend to any other aspect of the event at which such a display may be held. FA's operations are deemed complete when FA has vacated the premises.
- 14) Should BUYER fail to perform its obligations as set forth herein, BUYER agrees to indemnify, defend and hold FA harmless from all claims and suits made against FA in conjunction with the discontinuance or cancellation of the display.

Fireworks America Public Display Contract

15) FA agrees to defend, indemnify and hold harmless BUYER from and against all claims and liability arising out of the services to be performed by FA hereunder, except to the extent arising from BUYER'S negligence or willful misconduct.

16) The laws of the State of California shall govern this contract. It is agreed that any court of competent jurisdiction located in the County of San Diego, CA shall be proper venue for an action. Should such action be brought to enforce or interpret the terms or provisions of this Contract, the prevailing party shall be entitled to reasonable attorney fees and costs in addition to any other relief to which they may be entitled.

17) Nothing in this contract shall be construed as forming a partnership, joint venture, agency or any form of legal relationship, other than contractual, between BUYER and FA. Neither party shall be held responsible for any agreements or obligations not expressly provided for herein and shall be severally responsible for their own separate debts and obligations.

18) BUYER shall not under any circumstances, be entitled to recover any consequential damages from FA. Nothing in this paragraph shall be construed as a modification or limitation on the insurance coverages afforded in Paragraph 13 herein.

19) Buyer, at its expense, agrees to provide FA crews with suitable restroom and handwash facilities in the immediate area of the shooting/working location.

20) Other Considerations: NONE

21) This agreement shall be binding on the parties and on their heirs, executors, administrators, successors and assigns.

In Witness the parties hereto, by or through their duly authorized agents, have set their hands and seals this 28th day of January, 2023.

Fireworks & Stage FX America, LLC.

City of Fowler

By: James Acker

By: _____

Title: Area Manager

Title: _____

Signature: _____

Signature: _____



CITY COUNCIL OF THE CITY OF FOWLER

ITEM NO: 9-A

REPORT TO THE CITY COUNCIL

February 21, 2023

FROM ANGELA VASQUEZ, Deputy City Clerk

SUBJECT

INTRODUCTION of Ordinance 2023-03, an Ordinance Amending Title 2, Chapter 1 of the Fowler Municipal Code regarding the City Council, and Title 2, Chapter 2 of the Fowler Municipal Code regarding the Planning Commission and the Recreation Commission.

RECOMMENDATION

Staff recommend the City Council hear and approve introduction of this Ordinance.

BACKGROUND

A text amendment to the current sections of the Fowler Municipal Code related to the City Council, the Planning Commission, and the Recreation Commission is recommended for clarity, simplicity, and consistency.

The proposed text amendment includes:

- Changing the starting time of regularly scheduled City Council meetings from 7:00 pm to 6:00 pm., and authorizes the regular City Council meeting dates and times to be set annually by Council Resolution.
- Authorizes Planning Commission and Recreation Commission compensation to be set by Council Resolution.
- Removes unnecessary and no longer applicable text.
- Creating consistency in the appointment processes for the Planning Commission and the Recreation Commission, and authorizes compensation to the commissioners to be set by Council Resolution.

If the Ordinance is approved for Introduction, this Ordinance will appear as an item on the next regular City Council meeting agenda for the Council to consider adoption of this Ordinance. If the Ordinance is adopted, staff intends to return to the City Council with a resolution to set the compensation to be paid to Planning Commissioners and Recreation Commissioners. Also, staff will return with a resolution to establish a schedule for regular City Council meetings for the remainder of 2023.

ENVIRONMENTAL REVIEW

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

FISCAL IMPACT

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

CONFLICT OF INTEREST

Staff is not aware of any conflicts of interest.

Attachments

- Ordinance 2023-03

ORDINANCE 2023-03

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FOWLER AMENDING TITLE 2, CHAPTER 1 OF THE FOWLER MUNICIPAL CODE REGARDING THE CITY COUNCIL, AND TITLE 2, CHAPTER 2 OF THE FOWLER MUNICIPAL CODE REGARDING THE PLANNING COMMISSION, AND THE RECREATION COMMISSION

WHEREAS, the roles and responsibilities of the City Council, the Planning Commission, and the Recreation Commission are described in the Fowler Municipal Code; and

WHEREAS, the Municipal Code should be clear, consistent, and easy to understand; and

WHEREAS, the City Council now desires to amend various provisions of the Fowler Municipal Code.

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

SECTION 1: Title 2, Chapter 1 of the Fowler Municipal Code is hereby amended to read:

Title 2 – Administration

Chapter 1 – City Council

Article 1. – Meetings

2-1.101 - Regular meetings.

- (a) Time—Place. Annually, by Council Resolution, the Council shall set a schedule of regular meetings of the Council. Unless otherwise provided in the applicable annual resolution approved by Council, the Council shall hold regular meetings on the first and the third Tuesdays each month at the hour of 7 6:00 p.m. at City Hall, 128 South Fifth Street, in the City or at such other place within the City of Fowler, as designated by the Council. ~~If by reason of fire, flood, or other emergency, it shall be unsafe to meet in the City Hall, the meetings may be held, for the duration of the~~

~~emergency, at such other place as is designated by the Mayor or, if he should fail to act, by three (3) members of the Council.~~

~~Holidays. When the day for any regular meeting falls on a holiday, Christmas Eve, or New Year's Eve, such meetings shall be held at the same hour and place on the next succeeding day not a holiday or at such other time as designated by the Council.~~

(b) Meetings to be Public. ~~All regular meetings of the Council~~ Meetings shall be open to the public consistent with state law.

SECTION 2: Title 2, Chapter 2 of the Fowler Municipal Code is hereby amended to read:

Title 2 – Administration

Chapter 2 – Commissions and Boards

Article 1. – Planning Commission

2-2.102 - Members—Appointment.

The Planning Commission shall consist of ~~six (6)~~ five (5) members who shall be appointed by the Mayor, subject to the approval ~~consent~~ of the Council. ~~One member of the Council shall be an ex-officio member of the Commission without voting power.~~

2-2.103- Terms of office—~~Vacancies~~.

Terms of office. The term of office of the members of the Planning Commission shall be four (4) years. Three terms shall expire on December 31 of even numbered years of scheduled Presidential elections (2024, 2028, etc.), and two terms shall expire on December 31 of even numbered years of California Gubernatorial elections (2026, 2030, etc.).

~~The six (6) members of the Planning Commission, except for the member of the Council acting as an ex officio member of the Commission, shall so classify themselves by lot that their terms of office shall expire as follows: two (2) at the end of the 1975 calendar year, two (2) at the end of the 1976 calendar year, and two (2) at the end of the 1977 calendar year. Vacancies for any unexpired term shall be filled by appointment for the portion of the unexpired term only. New appointments shall be for a full term of four (4) years, except for the member of the Council who shall serve until the end of his term only.~~

2-2.104 - Compensation.

Repealed in its entirety.

~~The members of the Planning Commission shall not receive any compensation for their services.~~

2-2.106 - Officers.

The Planning Commission shall elect from its members a chairman, and vice-chairman, and secretary to serve at the pleasure of the Planning Commission. The chairman and vice-chairman shall be elected at the first meeting of each calendar year and shall serve for one year ~~and until their successors are elected.~~ In the absence of the chairman and vice-chairman, the Planning Commission shall select a presiding officer for the sole purpose of presiding at the meeting at which such selection is made ~~chairman pro tempore.~~

2-2.107 - Meetings.

- (a) The Planning Commission shall meet on the first Thursday of each month at 6:30 p.m. at the City Council Chambers at 128 S. 5th Street unless otherwise provided by City Council or Planning Commission action and notice in accordance with the Ralph M. Brown Act. ~~at least once each month at such times and places as it may~~

~~fix by resolution.~~ Regularly scheduled meetings may be cancelled or adjourned by the Community Development Director when there is no business to be brought before the Planning Commission by posting a notice of cancellation or adjournment in accordance with the Ralph M. Brown Act (Government Code section 54950, et seq.). Special meetings may be called at any time by the chairman or by three (3) members of the Commission upon proper notice provided in accordance with applicable law. ~~Written notice shall be served upon each member of the Commission at least three (3) days prior to the time specified for the proposed meeting. The Commission shall keep a proper record of its actions, findings, and proceedings.~~

- (b) The Community and Economic Development Director, or designee, shall serve as Secretary to the Planning Commission and shall keep a proper record of the Planning Commission's actions, findings, and proceedings.

2-2.109 - Functions.

The functions of the Planning Commission shall be as follows:

- (a) To develop and maintain a General Plan;
- (b) To develop such specific plans as may be necessary or desirable;
- (c) To perform the duties and functions prescribed by applicable provisions of state law and the City's Municipal Code; ~~and To periodically review the Capital Improvement Program of the County or City; and~~
- (d) To perform such other functions as the Council may provide.

2-2.110 - Residency requirements.

All members of the Planning Commission shall be residents within the incorporated limits of the City of Fowler or within the City of Fowler's adopted ~~approved~~ sphere of influence. ~~This requirement shall not apply to those persons who are members of the Planning Commission as of December 2, 2004 and where the member holds office continuously with no break in service.~~

Article 2. – Recreation Commission

2-2.202 - Members—Appointment.

The Recreation Commission shall consist of seven (7) members who shall be appointed by the Mayor, subject to the approval of the Council. The Council may appoint one of its members to serve as liaison between the Commission and the Council. The Councilmember will serve in a nonvoting capacity. ~~All members shall serve without compensation.~~ All members, including a Councilmember liaison, serve at the pleasure of the City Council.

2-2.203 - Terms of office.

The terms of office for the Recreation Commission shall be for two (2) years ~~and shall commence July 1.~~ Four (4) Commissioners shall be appointed in even numbered years and three (3) Commissioners appointed in odd numbered years. ~~Any member whose term expires shall continue to serve until reappointed or until a successor is appointed.~~ ~~Commissioners may be appointed from nonresidents of the City.~~ Terms shall expire on December 31st of the corresponding year.

2-2.204 - Vacancies—Removal.

Repealed in its entirety.

~~(a) — Vacancies. Should a vacancy occur on the Recreation Commission other than by expiration of the term of office, the vacancy shall be filled by appointment for the unexpired portion of the term.~~

~~(b) — Removal. Any member of the Recreation Commission may be removed from office at any time by the appointing authority, subject to the approval of the Council.~~

2-2.205 - Officers.

The Recreation Commission shall elect from its members a chair, vice-chair, and secretary to serve at the pleasure of the Recreation Commission. The officers shall be elected at the first meeting of each calendar year and shall serve for one year. In the absence of an officer, the Recreation Commission shall select a presiding officer for the sole purpose of presiding at the meeting at which such selection is made.

~~The Recreation Commission shall elect a chairman who will preside over the meetings. The chairman shall appoint a vice chairman and a secretary. The chairman, vice chairman, and secretary shall serve for a term of one year, commencing January 1 annually.~~

2-2.206 - Meetings.

The Recreation Commission shall hold meetings on the second Tuesday of each month at 6 p.m. Regularly scheduled meetings may be cancelled or adjourned by the City Manager or designee when there is no business to be brought before the Recreation Commission by posting a notice of cancellation or adjournment in accordance with the Ralph M. Brown Act (Government Code section 54950, et seq.). Special meetings may be called at any time by the chairman or by four (4) members of the Commission upon proper notice provided in accordance with applicable law. ~~at least once each month, at a time and place set by resolution, and~~ The Commission shall adopt rules for the conduct of business and shall

instruct the secretary to prepare ~~keep an accurate record of its~~ minutes, resolutions, transactions, and other business. Such records shall be a public record and shall be maintained by in the office of the City Clerk. All meetings shall be open to the public and shall abide by the provisions of the Ralph M. Brown Act. A majority of the Commission shall constitute a quorum for the conduct of business.

2-2.207 - Meetings—Absences.

Repealed in its entirety.

~~Absences from four (4) consecutive regular meetings of the Recreation Commission without the formal consent of the Commission shall constitute a retirement of such member, and the vacancy created shall be filled thereafter by the Mayor, subject to the approval of the Council, by an appointment of a successor to fill the unexpired term.~~

Article 3. – Commissioners

2-2.301 Vacancies.

Should a vacancy occur on a commission other than by expiration of the term, the vacancy shall be filled by appointment for the remainder of the term. If that duration is one year or less, the Council may appoint the member for the remainder of the term and the subsequent full term.

2-2.302 Removal.

Members of a commission serve at the pleasure of the City Council. Any member of a commission may be removed from office at any time by a majority vote of the entire membership of the City Council.

2-2.303 Absences.

Absence from four (4) consecutive regular meetings of a commission shall constitute a resignation.

2.2-304 Compensation.

Commissioners shall receive compensation in an amount approved by City Council resolution. Commissioners shall not be deemed to be City employees by virtue of any compensation received from the City.

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

SECTION 4. This Ordinance shall take effect thirty (30) days after its adoption.

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

The foregoing ordinance was introduced at a regular meeting of the City Council held on the 21st day of February 2023, and was adopted at a regular meeting of said Council held on the ____ day of _____ 2023, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

APPROVED:

ATTEST:

Daniel T. Parra, Mayor

Angela Vasquez, Deputy City Clerk