



**MEETING OF THE FOWLER CITY COUNCIL
AGENDA
TUESDAY, APRIL 18, 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.

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

<https://us06web.zoom.us/j/84929220262?pwd=RUVha0w3WDBHZE5JdGNpRXdsaHhpQT09>

Telephone Number: (253) 215-8782

Meeting ID: 849 2922 0262

Passcode: 494915

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.

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 April 18, 2023
- 6-B. APPROVE Minutes of the March 21, 2023 City Council Special Meeting
- 6-C. APPROVE Minutes of the March 21, 2023 City Council Meeting
- 6-D. Actions pertaining to the Fiscal Year 2022-23 third quarter budget report and budget amendments (Finance)

- ACCEPT the Fiscal Year 2022-23 third quarter budget report
 - ADOPT Resolution No. 2636 approving Fiscal Year 2022-23 proposed budget amendments
- 6-E. ADOPT Ordinance No. 2023-04, a text amendment modifying Section 9-5.21.05, of Article 21, Section 12, Chapter 5, of Title 9 of the Fowler Municipal Code, to amend the City's accessory building development standards (Planning)
- 6-F. ADOPT Ordinance 2023-06, 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 (Planning)
- 6-G. Actions pertaining to the sale of two fire apparatuses (City Manager)
- APPROVE an Agreement for the sale of two fire apparatuses to North Central Fire Protection District in the amount of \$686,634
 - APPROVE Resolution No. 2637 amending the 2022-23 Adopted Budget in the amount of \$686,634
- 6-H. APPROVE Resolution No. 2638, A Resolution of the City Council of the City of Fowler to Oppose Initiative 21-0042A1 (City Manager)
- 6-I. APPROVE a First Amendment to the City's Agreement with Provost & Pritchard Consulting Group for Professional Engineering Services for the 1,2,3-Trichloropropane (TCP) treatment plant design at Well 7 in the amount of \$13,000 to add environmental document preparation, and design of an access road to the plant (Public Works)
- 6-J. APPROVE Resolution No. 2639 accepting the public improvements related to Tract 6188 upon receipt of the maintenance bond required by the subdivision agreement and direct the City Engineer to file the notice of completion and release the bonds associated with Tract 6188 (Public Works)
- 6-K. Actions pertaining to the creation of a full-time Community Service Officer (Police)
- APPROVE Position Authorization Resolution No. 2640 for the removal of one Lieutenant Position, and the addition of one Community Service Officer position
 - APPROVE Salary Resolution No. 2641 for the creation of the Community Service Officer range
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. Public Works Department
 - i. WORKSHOP on Water Customer Accounts
 - ii. INTRODUCTION of Ordinance 2023-07 adding Article 6 to Chapter 2 of Title 6 of the Fowler Municipal Code providing regulations relating to the improper collection of solid waste
9. Staff Communications (City Manager)
10. Councilmember Reports and Comments
11. Closed Session
 - 11-A. Government Code Section 54956.8
Conference with Real Property Negotiator
Property: Portion of APN 343-280-60 and 343-280-61
Agency Negotiator: Dario Dominguez, Public Works
Director Negotiating Party: PJ Yount
Under Negotiation: Price and terms of potential sale
 - 11-B. Government Code Section 54956.8
Conference with Real Property Negotiator
Property: 119 S 6th Street
Agency Negotiator: Thomas Gaffery, Community & Economic Development
Director
Offering Parties: Multiple Parties
Under Negotiation: Price and Terms of Potential Sale
 - 11-C. Government Code Section 94956.9(d)(4)
Conference with Legal Counsel – Anticipated
Litigation Deciding whether to initiate litigation
Five potential cases
12. Adjourn

Next Ordinance No. 2023-08
Next Resolution No. 2642

CERTIFICATION: I, Angela Vasquez, City Clerk of the City of Fowler, California, hereby certify that the foregoing agenda was posted for public review on Friday, April 14, 2023.

Angela Vasquez

Angela Vasquez, CPMC
City Clerk

CITY OF FOWLER
WARRANTS LIST
April 18, 2023

<u>ACCOUNTS PAYABLE CHECKS</u>	<u>CHECK NUMBERS</u>	<u>CHECK DATES</u>	<u>AMOUNT</u>
Regular checks	41034-41169	March 16 thru April 15	\$ 1,632,813.43
TOTAL ACCOUNTS PAYABLE CHECKS			<u>\$ 1,632,813.43</u>
<u>PAYROLL COSTS</u>			
Second March Bi-Monthly Payroll		March 31, 2023	\$ 112,880.97
First April Bi-Monthly Payroll		April 14, 2023	\$ 106,007.69
TOTAL PAYROLL COSTS			<u>\$ 218,888.66</u>
TOTAL CASH DISBURSEMENTS			<u>\$ 1,851,702.09</u>

SUPERION
DATE: 04/13/2023
TIME: 11:16:21

CITY OF FOWLER
CHECK REGISTER - BY FUND

PAGE NUMBER: 1
ACCTPA21

SELECTION CRITERIA: transact.check_no between '41034' and '41169'
ACCOUNTING PERIOD: 10/23

FUND - 100 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DEPT	ACCNT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1001	41034	03/22/23	10007	ALERT-O-LITE, INC	6200	5130	SUPPLIES - STREETS	0.00	23.41
1001	41034	03/22/23	10007	ALERT-O-LITE, INC	6200	5130	UNIFORM - STREETS	0.00	53.08
TOTAL	CHECK							0.00	76.49
1001	41035	03/22/23	14519	AMAZON CAPITAL SERV	6200	5100	PERIPHERALS - PW	0.00	14.81
1001	41035	03/22/23	14519	AMAZON CAPITAL SERV	6200	5100	OFFICE SUPP - PW	0.00	16.34
1001	41035	03/22/23	14519	AMAZON CAPITAL SERV	6700	5121	SUPPLIES - SNR CTR	0.00	21.76
1001	41035	03/22/23	14519	AMAZON CAPITAL SERV	6150	5100	OFFICE SUPP - PLAN	0.00	31.59
1001	41035	03/22/23	14519	AMAZON CAPITAL SERV	6150	5100	OFFICE SUPP - PLAN	0.00	43.86
1001	41035	03/22/23	14519	AMAZON CAPITAL SERV	6400	5110	RADIO INS - REC	0.00	45.99
1001	41035	03/22/23	14519	AMAZON CAPITAL SERV	6030	5110	OFFICE SUPPLIES - F	0.00	54.53
1001	41035	03/22/23	14519	AMAZON CAPITAL SERV	6700	5121	SUPPLIES - SNR CTR	0.00	63.16
1001	41035	03/22/23	14519	AMAZON CAPITAL SERV	6200	5100	PERIPHERALS - PW	0.00	167.81
1001	41035	03/22/23	14519	AMAZON CAPITAL SERV	6400	5110	RADIO - REC	0.00	319.44
TOTAL	CHECK							0.00	779.29
1001	41037	03/22/23	10026	BCT CONSULTING	6020	5220	FIREWALL SUBSCRIPTI	0.00	899.95
1001	41037	03/22/23	10026	BCT CONSULTING	6020	5220	FIREWALL - NTWK DRI	0.00	1,743.55
TOTAL	CHECK							0.00	2,643.50
1001	41038	03/22/23	11291	THE BUSINESS JOURNA	6010	5110	SUM ORD 2023-03	0.00	165.00
1001	41038	03/22/23	11291	THE BUSINESS JOURNA	6150	5150	TEXT AMEND 22-04	0.00	480.00
TOTAL	CHECK							0.00	645.00
1001	41039	03/22/23	10506	CALMAT CO DBA VULCA	6200	5195	ASPHALT REPAIR	0.00	243.16
1001	41039	03/22/23	10506	CALMAT CO DBA VULCA	6200	5195	ASPHALT REPAIR	0.00	538.15
TOTAL	CHECK							0.00	781.31
1001	41040	03/22/23	12654	COMCAST	6120	5160	COUNTY - FEB23	0.00	712.87
1001	41041	03/22/23	11124	COMMERCIAL NEON INC	6400	5110	DEP SESQ SIGN	0.00	4,500.00
1001	41042	03/22/23	14512	CSG CONSULTANTS	6160	5220	PLAN CHECK FEB 23	0.00	732.31
1001	41043	03/22/23	10074	CSJVRMA	6130	5087	WC 22-23 4TH QTR	0.00	26.63
1001	41043	03/22/23	10074	CSJVRMA	6160	5087	WC 22-23 4TH QTR	0.00	5,259.43
1001	41043	03/22/23	10074	CSJVRMA	6080	5240	LIAB 22-23 3RD QTR	0.00	20,514.73
1001	41043	03/22/23	10074	CSJVRMA	6120	5087	WC 22-23 4TH QTR	0.00	21,704.83
1001	41043	03/22/23	10074	CSJVRMA	6400	5087	WC 22-23 4TH QTR	0.00	225.83
1001	41043	03/22/23	10074	CSJVRMA	6700	5087	WC 22-23 4TH QTR	0.00	225.83
1001	41043	03/22/23	10074	CSJVRMA	6025	5087	WC 22-23 4TH QTR	0.00	294.73
1001	41043	03/22/23	10074	CSJVRMA	6150	5087	WC 22-23 4TH QTR	0.00	367.21
1001	41043	03/22/23	10074	CSJVRMA	6030	5087	WC 22-23 4TH QTR	0.00	562.12
1001	41043	03/22/23	10074	CSJVRMA	6020	5087	WC 22-23 4TH QTR	0.00	1,150.83
1001	41043	03/22/23	10074	CSJVRMA	6200	5087	WC 22-23 4TH QTR	0.00	1,962.43
1001	41043	03/22/23	10074	CSJVRMA	6260	5087	WC 22-23 4TH QTR	0.00	3,854.48
TOTAL	CHECK							0.00	56,149.08
1001	41044	03/22/23	10084	DEPARTMENT OF JUSTI	6120	5220	BAC ANALYSIS - FEB	0.00	70.00
1001	41046	03/22/23	13929	FIREWORKS & STAGE F	6400	5110	FIREWORKS - 1/2 DEP	0.00	12,683.00

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CITY OF FOWLER
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CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DEPT	ACCNT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1001	41047	03/22/23	10113	FOWLER ACE HARDWARE	6120	5121	SUPPLIES - FIN CHG	0.00	2.53
1001	41047	03/22/23	10113	FOWLER ACE HARDWARE	6130	5121	SUPPLIES - FIRE	0.00	9.73
1001	41047	03/22/23	10113	FOWLER ACE HARDWARE	6130	5121	SUPPLIES - FIRE	0.00	10.81
1001	41047	03/22/23	10113	FOWLER ACE HARDWARE	6130	5121	SUPPLIES - FIRE	0.00	14.90
1001	41047	03/22/23	10113	FOWLER ACE HARDWARE	6120	5121	SUPPLIES - PD	0.00	23.12
TOTAL CHECK								0.00	61.09
1001	41049	03/22/23	14749	HOFFMAN SECURITY	6120	5150	CCTV - POLICE FEB23	0.00	57.00
1001	41050	03/22/23	10458	IRVINE & JACHENS, I	6120	5110	CSO BADGES	0.00	437.46
1001	41051	03/22/23	10203	MID VALLEY PACKAGIN	6260	5185	JANITOR SUPP PARKS	0.00	1,492.00
1001	41052	03/22/23	10237	P G & E - SACRAMENT	6200	5170	1291 W SOUTH 3/6/23	0.00	-28.53
1001	41052	03/22/23	10237	P G & E - SACRAMENT	6200	5170	MERCED/6TH 3/6/23	0.00	-28.53
1001	41052	03/22/23	10237	P G & E - SACRAMENT	6200	5170	MERCED/7TH 3/6/23	0.00	-28.53
1001	41052	03/22/23	10237	P G & E - SACRAMENT	6200	5170	127 S 6TH 3/6/23	0.00	-28.53
1001	41052	03/22/23	10237	P G & E - SACRAMENT	6200	5170	WALTER/FRES 3/16/23	0.00	13.48
1001	41052	03/22/23	10237	P G & E - SACRAMENT	6200	5170	5TH/FRESNO 3/6/23	0.00	15.31
1001	41052	03/22/23	10237	P G & E - SACRAMENT	6200	5170	5TH/FRESNO 3/6/23	0.00	17.47
1001	41052	03/22/23	10237	P G & E - SACRAMENT	6200	5170	7TH/TULARE 3/6/23	0.00	39.75
1001	41052	03/22/23	10237	P G & E - SACRAMENT	6200	5170	TRACT 5834 3/16/23	0.00	48.71
1001	41052	03/22/23	10237	P G & E - SACRAMENT	6200	5170	4218 GLDNSTAT 3/6/2	0.00	62.69
1001	41052	03/22/23	10237	P G & E - SACRAMENT	6200	5170	212 E MERCED 3/6/23	0.00	70.44
1001	41052	03/22/23	10237	P G & E - SACRAMENT	6200	5170	2831 E MANN 3/6/23	0.00	78.61
1001	41052	03/22/23	10237	P G & E - SACRAMENT	6200	5170	TRACT 5212 3/16/23	0.00	102.22
1001	41052	03/22/23	10237	P G & E - SACRAMENT	6200	5170	GLDNST B 3/6/23	0.00	138.31
1001	41052	03/22/23	10237	P G & E - SACRAMENT	6700	5170	420 E MERCED 3/6/23	0.00	150.91
1001	41052	03/22/23	10237	P G & E - SACRAMENT	6200	5170	T5088 3/16/23	0.00	159.64
1001	41052	03/22/23	10237	P G & E - SACRAMENT	6200	5170	TRACT 5198 3/16/23	0.00	166.94
1001	41052	03/22/23	10237	P G & E - SACRAMENT	6260	5170	9TH/MERCED 3/6/23	0.00	185.31
1001	41052	03/22/23	10237	P G & E - SACRAMENT	6260	5170	500 E MERCED 3/6/23	0.00	209.59
1001	41052	03/22/23	10237	P G & E - SACRAMENT	6080	5170	128 S 5TH 3/6/23	0.00	308.33
1001	41052	03/22/23	10237	P G & E - SACRAMENT	6200	5170	420 E MERCED 3/6/23	0.00	320.38
1001	41052	03/22/23	10237	P G & E - SACRAMENT	6080	5170	128 S 5TH 3/6/23	0.00	622.76
1001	41052	03/22/23	10237	P G & E - SACRAMENT	6200	5170	5TH/FRESNO 3/6/23	0.00	678.46
1001	41052	03/22/23	10237	P G & E - SACRAMENT	6700	5170	420 E MERCED 3/6/23	0.00	693.45
1001	41052	03/22/23	10237	P G & E - SACRAMENT	6200	5170	LOAN PROG 3/6/23	0.00	941.28
1001	41052	03/22/23	10237	P G & E - SACRAMENT	6080	5170	MAIN/5TH 3/6/23	0.00	1,079.82
TOTAL CHECK								0.00	5,989.74
1001	41053	03/22/23	13655	PROVOST & PRITCHARD	6150	5220	SPR 22-54	0.00	415.20
1001	41053	03/22/23	13655	PROVOST & PRITCHARD	6150	5220	TTM 21-15	0.00	443.80
1001	41053	03/22/23	13655	PROVOST & PRITCHARD	6150	5220	AA 22-57	0.00	834.62
1001	41053	03/22/23	13655	PROVOST & PRITCHARD	6150	5220	ZONING ORD UPDATE	0.00	1,492.00
TOTAL CHECK								0.00	3,185.62
1001	41054	03/22/23	11695	QUAD KNOPF	6150	5220	GRANT ASSESS EDA	0.00	1,105.00
1001	41056	03/22/23	10763	SUNBELT RENTALS	6200	5182	DUMP TRAILER STREET	0.00	658.32
1001	41057	03/22/23	13543	UNIFIRST CORPORATIO	6700	5185	JANITORIAL - SNR CT	0.00	56.06

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CASH	ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DEPT	ACCNT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1001		41058	03/22/23	13521	UNITY IT	6120	5160	ITB CLOUD SVC - PD	0.00	39.99
1001		41058	03/22/23	13521	UNITY IT	6120	5160	ITB CLOUD SVC - PD	0.00	39.99
1001		41058	03/22/23	13521	UNITY IT	6120	5160	ITB CLOUD SVC - PD	0.00	39.99
1001		41058	03/22/23	13521	UNITY IT	6120	5160	ITB CLOUD SVC - PD	0.00	39.99
1001		41058	03/22/23	13521	UNITY IT	6120	5160	ITB CLOUD SVC - PD	0.00	39.99
1001		41058	03/22/23	13521	UNITY IT	6120	5160	ITB CLOUD SVC - PD	0.00	39.99
1001		41058	03/22/23	13521	UNITY IT	6120	5160	ITB CLOUD SVC - PD	0.00	39.99
1001		41058	03/22/23	13521	UNITY IT	6120	5160	PC SET UP - CHIEF	0.00	289.99
1001		41058	03/22/23	13521	UNITY IT	6120	5160	NEW DELL PC - PD	0.00	1,462.70
TOTAL	CHECK								0.00	2,032.62
1001		41059	03/22/23	14830	WILLDAN GROUP INC	6160	5220	INSPECTIONS JAN 23	0.00	1,377.50
1001		41063	03/30/23	11689	A & C TIRE SERVICE	6260	5205	FLAT REPAIR TRAILER	0.00	20.00
1001		41064	03/30/23	10007	ALERT-O-LITE, INC	6260	5130	SUPPLIES - STREETS	0.00	81.83
1001		41065	03/30/23	14519	AMAZON CAPITAL SERV	6260	5185	SUPPLIES - PARKS	0.00	19.56
1001		41065	03/30/23	14519	AMAZON CAPITAL SERV	6700	5110	SUPPLIES - SNR CTR	0.00	40.14
1001		41065	03/30/23	14519	AMAZON CAPITAL SERV	6700	5110	SUPPLIES - SNR CTR	0.00	91.40
1001		41065	03/30/23	14519	AMAZON CAPITAL SERV	6700	5110	SUPPLIES - SNR CTR	0.00	403.20
TOTAL	CHECK								0.00	554.30
1001		41066	03/30/23	14330	B&P PEST PROS	6020	5185	PEST CONTROL 03/23/	0.00	90.00
1001		41066	03/30/23	14330	B&P PEST PROS	6130	5185	PEST CONTROL 03/23/	0.00	95.00
1001		41066	03/30/23	14330	B&P PEST PROS	6700	5185	PEST CONTROL 03/23/	0.00	95.00
TOTAL	CHECK								0.00	280.00
1001		41067	03/30/23	12489	BATTERY SYSTEMS INC	6260	5195	BATTERY - PARKS	0.00	60.08
1001		41068	03/30/23	14468	BRITEHOUSE STUDIO	6010	5110	ST OF CITY VIDEO	0.00	1,200.00
1001		41070	03/30/23	11291	THE BUSINESS JOURNA	6150	5150	PC MTG PUB HEAR	0.00	2,715.00
1001		41071	03/30/23	10358	CITY OF FRESNO STRE	6200	5220	TRAF SIG 10/22-12/2	0.00	1,594.02
1001		41072	03/30/23	14356	COMCAST	6700	5110	CABLE SVC 3/25-4/24	0.00	107.30
1001		41073	03/30/23	10070	COUNTY OF FRESNO TR	6020	5250	BL PRINT MAIL	0.00	346.68
1001		41074	03/30/23	14702	DAVE'S AUTO SERVICE	6200	5205	SERVICE F150 2007	0.00	231.15
1001		41074	03/30/23	14702	DAVE'S AUTO SERVICE	6200	5205	SERVICE F150 2006	0.00	737.92
1001		41074	03/30/23	14702	DAVE'S AUTO SERVICE	6200	5205	SERVICE F150 2013	0.00	891.05
TOTAL	CHECK								0.00	1,860.12
1001		41075	03/30/23	14776	ELISSA'S PONY EXPRE	6700	5110	EASTER EVENT	0.00	600.00
1001		41076	03/30/23	14718	EXPO PARTY	6010	5110	ST OF CITY EVENT	0.00	1,076.32
1001		41077	03/30/23	10488	FOWLER UNIFIED SCHO	6120	5210	FUEL USAGE FEB23	0.00	2,956.57

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CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DEPT	ACCNT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1001	41078	03/30/23	14820	FRESNO DEPUTY SHERI	100	3701	ART DURAN MEM FUND	0.00	2,122.00
1001	41079	03/30/23	14723	FRESNO FUN JUMP	6400	5110	INFLATABLES EASTER	0.00	1,203.75
1001	41080	03/30/23	14749	HOFFMAN SECURITY	6020	5220	MONTHLY SVC - APR2	0.00	125.00
1001	41081	03/30/23	14238	INFOSEND, INC	6400	5110	SPRINGFEST INSERT	0.00	332.68
1001	41082	03/30/23	14839	KAREN BROOKS	6400	5110	EASTER EVENT	0.00	165.00
1001	41083	03/30/23	14321	LEHR	6120	5715	CTR CONCOLE PATROL	0.00	321.48
1001	41084	03/30/23	14392	MI FAVORITO PLACE M	6010	5110	ST OF CITY CATERING	0.00	1,883.09
1001	41085	03/30/23	10237	P G & E - SACRAMENT	6200	5170	SUMER&MOGNOLA 3/16/	0.00	4.78
1001	41085	03/30/23	10237	P G & E - SACRAMENT	6200	5170	SUMNER/HW99 3/16/23	0.00	9.58
1001	41085	03/30/23	10237	P G & E - SACRAMENT	6200	5170	TSFR 3LTS 3/16/23	0.00	10.25
1001	41085	03/30/23	10237	P G & E - SACRAMENT	6200	5170	LS1-F HWY LT 3/16/2	0.00	10.48
1001	41085	03/30/23	10237	P G & E - SACRAMENT	6200	5170	LS1-E HWY LT 3/16/2	0.00	12.10
1001	41085	03/30/23	10237	P G & E - SACRAMENT	6200	5170	8TH/VINE 3/16/23	0.00	14.56
1001	41085	03/30/23	10237	P G & E - SACRAMENT	6200	5170	ADAMS/DEEAN 3/16/23	0.00	15.57
1001	41085	03/30/23	10237	P G & E - SACRAMENT	6200	5170	LS1-A HWY LT 3/16/2	0.00	19.08
1001	41085	03/30/23	10237	P G & E - SACRAMENT	6200	5170	TR5090 3/16/23	0.00	22.88
1001	41085	03/30/23	10237	P G & E - SACRAMENT	6200	5170	LS2-A HWY LT 3/16/2	0.00	33.51
1001	41085	03/30/23	10237	P G & E - SACRAMENT	6200	5170	TEMP/PARL 3/16/23	0.00	33.51
1001	41085	03/30/23	10237	P G & E - SACRAMENT	6200	5170	LS1-F HWY LT 3/16/2	0.00	39.73
1001	41085	03/30/23	10237	P G & E - SACRAMENT	6200	5170	LS2-A HWY LT 3/16/2	0.00	50.03
1001	41085	03/30/23	10237	P G & E - SACRAMENT	6200	5170	TR5041 3/16/23	0.00	87.87
1001	41085	03/30/23	10237	P G & E - SACRAMENT	6200	5170	T5088 3/16/23	0.00	108.86
1001	41085	03/30/23	10237	P G & E - SACRAMENT	6200	5170	GLDST/VLY DR 3/16/2	0.00	157.13
1001	41085	03/30/23	10237	P G & E - SACRAMENT	6200	5170	CLAYTON/ARMST 3/16/	0.00	198.37
1001	41085	03/30/23	10237	P G & E - SACRAMENT	6200	5170	LS1-C HWY LT 3/16/2	0.00	302.71
1001	41085	03/30/23	10237	P G & E - SACRAMENT	6200	5170	LS1-F HWY LT 3/16/2	0.00	376.83
1001	41085	03/30/23	10237	P G & E - SACRAMENT	6200	5170	LS1-A 3/16/23	0.00	723.13
1001	41085	03/30/23	10237	P G & E - SACRAMENT	6200	5170	LS2-A HWY LT 3/16/2	0.00	753.93
1001	41085	03/30/23	10237	P G & E - SACRAMENT	6200	5170	LS1-E HWY LT 3/16/2	0.00	862.93
1001	41085	03/30/23	10237	P G & E - SACRAMENT	6200	5170	LS2-A HWY LT 3/16/2	0.00	1,163.22
TOTAL CHECK								0.00	5,011.04
1001	41086	03/30/23	14513	PAC-AIR INC.	6020	5190	SERVICE CITY HALL	0.00	271.03
1001	41087	03/30/23	14836	PRO-SCREEN INC	6010	5110	CHAMBER NAMEPLATES	0.00	1,456.97
1001	41088	03/30/23	10249	QUILL	6200	5100	SUPPLIES - PW	0.00	115.63
1001	41089	03/30/23	13145	ROSENBALM ROCKERY I	6200	5202	SUPPLIES - STREETS	0.00	96.84
1001	41090	03/30/23	14840	SANGOKOYA, OLADEHIN	100	3701	REFUND SPRINGFEST A	0.00	10.00
1001	41092	03/30/23	10518	SIGNMAX!	6200	5195	TRAFFIC SIGNS	0.00	325.62
1001	41092	03/30/23	10518	SIGNMAX!	6200	5195	TRAFFIC SIGNS	0.00	458.89
TOTAL CHECK								0.00	784.51

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FUND - 100 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DEPT	ACCNT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1001	41093	03/30/23	10763	SUNBELT RENTALS	6200	5182	RENT - GAS TRASH PU	0.00	114.99
1001	41093	03/30/23	10763	SUNBELT RENTALS	6200	5182	RENT MAINLIFT - STR	0.00	329.17
1001	41093	03/30/23	10763	SUNBELT RENTALS	6200	5182	RENT GAS TRASH PUMP	0.00	402.09
TOTAL	CHECK							0.00	846.25
1001	41094	03/30/23	10764	TOYOTA OF SELMA	6020	5205	SERVICE PRIUS	0.00	237.50
1001	41095	03/30/23	13543	UNIFIRST CORPORATIO	6700	5185	JANITORIAL - SNR CT	0.00	56.06
1001	41095	03/30/23	13543	UNIFIRST CORPORATIO	6700	5185	JANITORIAL - SNR CT	0.00	62.31
1001	41095	03/30/23	13543	UNIFIRST CORPORATIO	6200	5130	MATS/MOPS ADMIN	0.00	71.04
1001	41095	03/30/23	13543	UNIFIRST CORPORATIO	6200	5130	UNIFORMS - PW	0.00	100.28
TOTAL	CHECK							0.00	289.69
1001	41096	03/30/23	10725	VERIZON WIRELESS	6200	5160	CELL PHONE 2/20-3/1	0.00	341.57
1001	41097	03/30/23	14259	VISUAL EDGE IT INC	6020	5182	COPIER SVC 03/22/23	0.00	443.11
1001	41097	03/30/23	14259	VISUAL EDGE IT INC	6160	5182	COPIER SVC 03/22/23	0.00	443.13
1001	41097	03/30/23	14259	VISUAL EDGE IT INC	6150	5182	COPIER SVC 03/22/23	0.00	443.13
TOTAL	CHECK							0.00	1,329.37
1001	41104	04/05/23	14842	AMERICAN TOWER CORP	100	3515	REFUND SITE PLAN FE	0.00	750.00
1001	41105	04/05/23	10026	BCT CONSULTING	6120	5230	VOIP 04/01/23	0.00	251.25
1001	41105	04/05/23	10026	BCT CONSULTING	6030	5230	VOIP 04/01/23	0.00	251.25
1001	41105	04/05/23	10026	BCT CONSULTING	6150	5230	VOIP 04/01/23	0.00	251.25
1001	41105	04/05/23	10026	BCT CONSULTING	6120	5230	HELP SVC 03/24/23	0.00	375.00
1001	41105	04/05/23	10026	BCT CONSULTING	6030	5230	HELP SVC 03/24/23	0.00	375.00
1001	41105	04/05/23	10026	BCT CONSULTING	6150	5230	HELP SVC 03/24/23	0.00	375.00
1001	41105	04/05/23	10026	BCT CONSULTING	6120	5230	NETWK SVC 04/01/23	0.00	464.52
1001	41105	04/05/23	10026	BCT CONSULTING	6030	5230	NETWK SVC 04/01/23	0.00	464.52
1001	41105	04/05/23	10026	BCT CONSULTING	6150	5230	NETWK SVC 04/01/23	0.00	464.53
1001	41105	04/05/23	10026	BCT CONSULTING	6020	5220	NETWORK HARDWARE	0.00	2,157.54
TOTAL	CHECK							0.00	5,429.86
1001	41108	04/05/23	10064	COLONIAL LIFE INSUR	100	2044	EMP DED MAR 23	0.00	37.18
1001	41108	04/05/23	10064	COLONIAL LIFE INSUR	100	2042	EMP DED MAR 23	0.00	47.42
TOTAL	CHECK							0.00	84.60
1001	41111	04/05/23	14245	FOWLER ACE HARDWARE	6200	5121	SUPPLIES - STREETS	0.00	1.72
1001	41111	04/05/23	14245	FOWLER ACE HARDWARE	6200	5121	SUPPLIES - STREETS	0.00	3.24
1001	41111	04/05/23	14245	FOWLER ACE HARDWARE	6200	5121	SUPPLIES - STREETS	0.00	4.97
1001	41111	04/05/23	14245	FOWLER ACE HARDWARE	6200	5121	SUPPLIES - STREETS	0.00	5.40
1001	41111	04/05/23	14245	FOWLER ACE HARDWARE	6200	5121	SUPPLIES - STREETS	0.00	5.40
1001	41111	04/05/23	14245	FOWLER ACE HARDWARE	6200	5121	SUPPLIES - STREETS	0.00	8.10
1001	41111	04/05/23	14245	FOWLER ACE HARDWARE	6200	5121	SUPPLIES - STREETS	0.00	8.21
1001	41111	04/05/23	14245	FOWLER ACE HARDWARE	6200	5121	SUPPLIES - STREETS	0.00	8.65
1001	41111	04/05/23	14245	FOWLER ACE HARDWARE	6200	5121	SUPPLIES - STREETS	0.00	8.65
1001	41111	04/05/23	14245	FOWLER ACE HARDWARE	6200	5121	SUPPLIES - STREETS	0.00	9.29
1001	41111	04/05/23	14245	FOWLER ACE HARDWARE	6200	5121	SUPPLIES - STREETS	0.00	9.30
1001	41111	04/05/23	14245	FOWLER ACE HARDWARE	6200	5121	SUPPLIES - STREETS	0.00	9.30
1001	41111	04/05/23	14245	FOWLER ACE HARDWARE	6200	5121	SUPPLIES - STREETS	0.00	10.38

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CASH	ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DEPT	ACCNT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1001		41111	04/05/23	14245	FOWLER ACE HARDWARE	6200	5121	SUPPLIES - STREETS	0.00	11.98
1001		41111	04/05/23	14245	FOWLER ACE HARDWARE	6200	5121	SUPP - STR FIN CHRG	0.00	12.56
1001		41111	04/05/23	14245	FOWLER ACE HARDWARE	6200	5121	SUPPLIES - STREETS	0.00	12.98
1001		41111	04/05/23	14245	FOWLER ACE HARDWARE	6200	5121	SUPPLIES - STREETS	0.00	15.13
1001		41111	04/05/23	14245	FOWLER ACE HARDWARE	6200	5121	SUPPLIES - STREETS	0.00	15.14
1001		41111	04/05/23	14245	FOWLER ACE HARDWARE	6200	5121	SUPPLIES - STREETS	0.00	15.14
1001		41111	04/05/23	14245	FOWLER ACE HARDWARE	6200	5121	SUPPLIES - STREETS	0.00	16.21
1001		41111	04/05/23	14245	FOWLER ACE HARDWARE	6200	5121	SUPPLIES - STREETS	0.00	17.50
1001		41111	04/05/23	14245	FOWLER ACE HARDWARE	6200	5121	SUPPLIES - STREETS	0.00	18.39
1001		41111	04/05/23	14245	FOWLER ACE HARDWARE	6200	5121	SUPPLIES - STREETS	0.00	18.39
1001		41111	04/05/23	14245	FOWLER ACE HARDWARE	6200	5121	SUPPLIES - STREETS	0.00	20.55
1001		41111	04/05/23	14245	FOWLER ACE HARDWARE	6200	5121	SUPPLIES - STREETS	0.00	22.27
1001		41111	04/05/23	14245	FOWLER ACE HARDWARE	6200	5121	SUPPLIES - STREETS	0.00	22.48
1001		41111	04/05/23	14245	FOWLER ACE HARDWARE	6200	5121	SUPPLIES - STREETS	0.00	22.91
1001		41111	04/05/23	14245	FOWLER ACE HARDWARE	6200	5121	SUPPLIES - STREETS	0.00	25.08
1001		41111	04/05/23	14245	FOWLER ACE HARDWARE	6200	5121	SUPPLIES - STREETS	0.00	28.13
1001		41111	04/05/23	14245	FOWLER ACE HARDWARE	6200	5121	SUPPLIES - STREETS	0.00	29.81
1001		41111	04/05/23	14245	FOWLER ACE HARDWARE	6200	5121	SUPPLIES - STREETS	0.00	32.86
1001		41111	04/05/23	14245	FOWLER ACE HARDWARE	6200	5121	SUPPLIES - STREETS	0.00	40.67
1001		41111	04/05/23	14245	FOWLER ACE HARDWARE	6200	5121	SUPPLIES - STREETS	0.00	46.05
1001		41111	04/05/23	14245	FOWLER ACE HARDWARE	6200	5121	SUPPLIES - STREETS	0.00	47.15
TOTAL CHECK									0.00	583.99
1001		41113	04/05/23	14249	FOWLER ACE HARDWARE	6260	5121	SUPPLIES - PARKS	0.00	5.40
1001		41113	04/05/23	14249	FOWLER ACE HARDWARE	6260	5121	SUPPLIES - PARKS	0.00	8.11
1001		41113	04/05/23	14249	FOWLER ACE HARDWARE	6260	5121	SUPPLIES - PARKS	0.00	12.98
1001		41113	04/05/23	14249	FOWLER ACE HARDWARE	6260	5121	SUPPLIES - PARKS	0.00	16.22
1001		41113	04/05/23	14249	FOWLER ACE HARDWARE	6260	5121	SUPPLIES - PARKS	0.00	19.03
1001		41113	04/05/23	14249	FOWLER ACE HARDWARE	6260	5121	SUPPLIES - PARKS	0.00	24.44
1001		41113	04/05/23	14249	FOWLER ACE HARDWARE	6260	5121	SUPPLIES - PARKS	0.00	28.13
1001		41113	04/05/23	14249	FOWLER ACE HARDWARE	6260	5121	SUPPLIES - PARKS	0.00	29.21
1001		41113	04/05/23	14249	FOWLER ACE HARDWARE	6260	5121	SUPPLIES - PARKS	0.00	68.55
1001		41113	04/05/23	14249	FOWLER ACE HARDWARE	6260	5121	SUPPLIES - PARKS	0.00	86.74
1001		41113	04/05/23	14249	FOWLER ACE HARDWARE	6260	5121	SUPPLIES - PARKS	0.00	100.02
TOTAL CHECK									0.00	398.83
1001		41114	04/05/23	10104	FPOA	100	2045	EMP DED 03/31/23	0.00	225.00
1001		41115	04/05/23	10141	H & H TIRE SERVICES	6200	5205	TIRE DISPOSAL STREE	0.00	50.00
1001		41116	04/05/23	10145	HINDERLITER, DELLAM	6030	5621	CONTRACT SVC Q3-202	0.00	300.00
1001		41118	04/05/23	13496	KEENAN & ASSOCIATES	6400	5084	HEALTH BENEFITS APR	0.00	808.98
1001		41118	04/05/23	13496	KEENAN & ASSOCIATES	6700	5084	HEALTH BENEFITS APR	0.00	808.98
1001		41118	04/05/23	13496	KEENAN & ASSOCIATES	6025	5084	HEALTH BENEFITS APR	0.00	839.79
1001		41118	04/05/23	13496	KEENAN & ASSOCIATES	6030	5084	HEALTH BENEFITS APR	0.00	922.69
1001		41118	04/05/23	13496	KEENAN & ASSOCIATES	6160	5084	HEALTH BENEFITS APR	0.00	1,187.20
1001		41118	04/05/23	13496	KEENAN & ASSOCIATES	6020	5084	HEALTH BENEFITS APR	0.00	1,521.29
1001		41118	04/05/23	13496	KEENAN & ASSOCIATES	6150	5084	HEALTH BENEFITS APR	0.00	1,845.38
1001		41118	04/05/23	13496	KEENAN & ASSOCIATES	6260	5084	HEALTH BENEFITS APR	0.00	2,107.83
1001		41118	04/05/23	13496	KEENAN & ASSOCIATES	100	2041	HEALTH BENEFITS APR	0.00	2,181.47
1001		41118	04/05/23	13496	KEENAN & ASSOCIATES	6200	5084	HEALTH BENEFITS APR	0.00	4,155.66

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FUND - 100 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DEPT	ACCNT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1001	41118	04/05/23	13496	KEENAN & ASSOCIATES	6120	5084	HEALTH BENEFITS APR	0.00	8,113.86
TOTAL CHECK								0.00	24,493.13
1001	41119	04/05/23	14321	LEHR	6120	5715	UPFIT REPLACE #70	0.00	22,174.15
1001	41120	04/05/23	10203	MID VALLEY PACKAGIN	6150	5121	COPY PAPER - PW	0.00	51.49
1001	41120	04/05/23	10203	MID VALLEY PACKAGIN	6020	5121	COPY PAPER - ADMIN	0.00	154.48
TOTAL CHECK								0.00	205.97
1001	41121	04/05/23	14722	NATIONAL AUTO FLEET	6120	5715	2022 DURANGO	0.00	49,091.88
1001	41122	04/05/23	14428	NAVIA BENEFIT SOLUT	6020	5220	COBRA - MAR 23	0.00	36.45
1001	41123	04/05/23	10885	NELSONS POWER CENTE	6260	5202	SUPPLIES - PARKS	0.00	45.00
1001	41123	04/05/23	10885	NELSONS POWER CENTE	6260	5202	SUPPLIES - PARKS	0.00	168.75
1001	41123	04/05/23	10885	NELSONS POWER CENTE	6200	5200	SUPPLIES - STREETS	0.00	247.32
TOTAL CHECK								0.00	461.07
1001	41124	04/05/23	14843	O'REILLY AUTO PARTS	6200	5205	2007 F150 SERVICE	0.00	8.27
1001	41124	04/05/23	14843	O'REILLY AUTO PARTS	6200	5205	FLEET SERVICE	0.00	52.02
1001	41124	04/05/23	14843	O'REILLY AUTO PARTS	6200	5205	2006 F150 SERVICE	0.00	63.42
TOTAL CHECK								0.00	123.71
1001	41125	04/05/23	10237	P G & E - SACRAMENT	6200	5170	3079 MANN 03/22/23	0.00	37.99
1001	41125	04/05/23	10237	P G & E - SACRAMENT	6200	5170	630 W FRESNO 03/22/	0.00	186.37
1001	41125	04/05/23	10237	P G & E - SACRAMENT	6130	5170	220 E MAIN 03/22/23	0.00	357.94
1001	41125	04/05/23	10237	P G & E - SACRAMENT	6150	5170	122 S 5TH #A 03/29/	0.00	401.56
1001	41125	04/05/23	10237	P G & E - SACRAMENT	6200	5170	429 E MERCED 03/22/	0.00	87.17
TOTAL CHECK								0.00	1,071.03
1001	41126	04/05/23	11071	PAPE MACHINERY ACCT	6200	5200	BACKHOE REPAIR	0.00	8,754.83
1001	41127	04/05/23	13095	PBM SUPPLY & MFG	6260	5195	SUPPLIES - PARKS	0.00	10.55
1001	41128	04/05/23	10249	QUILL	6200	5100	SUPPLIES - PW	0.00	7.07
1001	41128	04/05/23	10249	QUILL	6200	5100	SUPPLIES - PW	0.00	175.93
TOTAL CHECK								0.00	183.00
1001	41129	04/05/23	13354	QUINN CAT	6200	5200	SVC CATERPILLAR	0.00	1,472.60
1001	41130	04/05/23	13355	SITE ONE LANDSCAPE	6260	5203	SUPPLIES - PARKS	0.00	90.97
1001	41130	04/05/23	13355	SITE ONE LANDSCAPE	6260	5203	SUPPLIES - PARKS	0.00	516.34
TOTAL CHECK								0.00	607.31
1001	41131	04/05/23	10288	SMART & FINAL	6700	5104	SUPPLIES - SNR CTR	0.00	62.73
1001	41131	04/05/23	10288	SMART & FINAL	6700	5104	SUPPLIES - SNR CTR	0.00	118.17
1001	41131	04/05/23	10288	SMART & FINAL	6700	5104	SUPPLIES - SNR CTR	0.00	157.86
TOTAL CHECK								0.00	338.76
1001	41132	04/05/23	14844	STIX FACE PAINT	6400	5110	EASTER EVENT FACE P	0.00	120.00
1001	41133	04/05/23	13647	SUN LIFE FINANCIAL	6400	5084	DENTAL BENEFIT APR2	0.00	33.18

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FUND - 100 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DEPT	ACCNT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1001	41133	04/05/23	13647	SUN LIFE FINANCIAL	6700	5084	DENTAL BENEFIT APR2	0.00	33.18
1001	41133	04/05/23	13647	SUN LIFE FINANCIAL	6025	5084	DENTAL BENEFIT APR2	0.00	36.50
1001	41133	04/05/23	13647	SUN LIFE FINANCIAL	6030	5084	DENTAL BENEFIT APR2	0.00	63.09
1001	41133	04/05/23	13647	SUN LIFE FINANCIAL	6150	5084	DENTAL BENEFIT APR2	0.00	86.25
1001	41133	04/05/23	13647	SUN LIFE FINANCIAL	6020	5084	DENTAL BENEFIT APR2	0.00	143.97
1001	41133	04/05/23	13647	SUN LIFE FINANCIAL	6160	5084	DENTAL BENEFIT APR2	0.00	185.79
1001	41133	04/05/23	13647	SUN LIFE FINANCIAL	6260	5084	DENTAL BENEFIT APR2	0.00	199.08
1001	41133	04/05/23	13647	SUN LIFE FINANCIAL	6200	5084	DENTAL BENEFIT APR2	0.00	235.56
1001	41133	04/05/23	13647	SUN LIFE FINANCIAL	6120	5084	DENTAL BENEFIT APR2	0.00	786.33
1001	41133	04/05/23	13647	SUN LIFE FINANCIAL	100	2046	DENTAL BENEFIT APR2	0.00	1,041.37
TOTAL	CHECK							0.00	2,844.30
1001	41135	04/05/23	13543	UNIFIRST CORPORATIO	6700	5185	JANITORIAL - SNR CT	0.00	62.31
1001	41135	04/05/23	13543	UNIFIRST CORPORATIO	6200	5130	UNIFORMS - PW	0.00	83.01
TOTAL	CHECK							0.00	145.32
1001	41136	04/05/23	10725	VERIZON WIRELESS	6030	5160	CELL PHONE 2/20-3/1	0.00	51.23
1001	41136	04/05/23	10725	VERIZON WIRELESS	6150	5160	CELL PHONE 2/20-3/1	0.00	72.36
1001	41136	04/05/23	10725	VERIZON WIRELESS	6150	5160	CELL PHONE 03/24/23	0.00	203.84
TOTAL	CHECK							0.00	327.43
1001	41137	04/05/23	11335	VISION SERVICE PLAN	6025	5084	VISION BENEFIT APR2	0.00	4.93
1001	41137	04/05/23	11335	VISION SERVICE PLAN	6400	5084	VISION BENEFIT APR2	0.00	9.85
1001	41137	04/05/23	11335	VISION SERVICE PLAN	6700	5084	VISION BENEFIT APR2	0.00	9.85
1001	41137	04/05/23	11335	VISION SERVICE PLAN	6150	5084	VISION BENEFIT APR2	0.00	12.80
1001	41137	04/05/23	11335	VISION SERVICE PLAN	6030	5084	VISION BENEFIT APR2	0.00	22.84
1001	41137	04/05/23	11335	VISION SERVICE PLAN	6160	5084	VISION BENEFIT APR2	0.00	34.46
1001	41137	04/05/23	11335	VISION SERVICE PLAN	6020	5084	VISION BENEFIT APR2	0.00	44.30
1001	41137	04/05/23	11335	VISION SERVICE PLAN	6260	5084	VISION BENEFIT APR2	0.00	49.23
1001	41137	04/05/23	11335	VISION SERVICE PLAN	6200	5084	VISION BENEFIT APR2	0.00	118.14
1001	41137	04/05/23	11335	VISION SERVICE PLAN	6120	5084	VISION BENEFIT APR2	0.00	216.61
1001	41137	04/05/23	11335	VISION SERVICE PLAN	100	2048	VISION BENEFIT APR2	0.00	233.14
TOTAL	CHECK							0.00	756.15
1001	41138	04/05/23	14290	XEROX FINANCIAL SER	6150	5182	LEASE 03/01 - 03/31	0.00	346.66
1001	41138	04/05/23	14290	XEROX FINANCIAL SER	6160	5182	LEASE 03/01 - 03/31	0.00	346.68
1001	41138	04/05/23	14290	XEROX FINANCIAL SER	6020	5182	LEASE 03/01 - 03/31	0.00	346.68
1001	41138	04/05/23	14290	XEROX FINANCIAL SER	6120	5182	LEASE 03/01 - 03/31	0.00	346.68
1001	41138	04/05/23	14290	XEROX FINANCIAL SER	6200	5182	LEASE 03/01 - 03/31	0.00	346.68
1001	41138	04/05/23	14290	XEROX FINANCIAL SER	6020	5182	LEASE 02/25 - 03/24	0.00	438.42
1001	41138	04/05/23	14290	XEROX FINANCIAL SER	6120	5182	LEASE 02/25 - 03/24	0.00	438.44
1001	41138	04/05/23	14290	XEROX FINANCIAL SER	6200	5182	LEASE 02/25 - 03/24	0.00	438.44
1001	41138	04/05/23	14290	XEROX FINANCIAL SER	6150	5182	LEASE 02/25 - 03/24	0.00	438.44
1001	41138	04/05/23	14290	XEROX FINANCIAL SER	6160	5182	LEASE 02/25 - 03/24	0.00	438.44
TOTAL	CHECK							0.00	3,925.56
1001	41145	04/12/23	14519	AMAZON CAPITAL SERV	6150	5100	SUPPLIES - ADMIN	0.00	25.05
1001	41146	04/12/23	14576	ANGELA VASQUEZ	6025	5300	TRAVEL REIMBURSEMEN	0.00	83.03
1001	41147	04/12/23	12285	ATT	6120	5160	INTERSTATE JAN 23	0.00	933.34

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SELECTION CRITERIA: transact.check_no between '41034' and '41169'
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FUND - 100 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DEPT	ACCNT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1001	41148	04/12/23	11291	THE BUSINESS JOURNA	6025	5150	SUM ORD 2023-03	0.00	180.00
1001	41149	04/12/23	11792	CA BUILDING STANDAR	6160	5272	CA BSASRF JAN23-MAR	0.00	173.70
1001	41150	04/12/23	10088	DEPARTMENT OF CONSE	6160	5272	CASEISMIC JAN23-MAR	0.00	503.57
1001	41151	04/12/23	10084	DEPARTMENT OF JUSTI	6120	5220	BAC ANALYSIS	0.00	140.00
1001	41153	04/12/23	10119	FRESNO COUNTY CLERK	6150	5520	GEN PLAN FILING FEE	0.00	3,889.25
1001	41154	04/12/23	10475	FRESNO COUNTY GRAPH	6150	5100	BL PRINT MAIL	0.00	232.60
1001	41155	04/12/23	14156	FRESNO ECONOMIC OPP	6700	5105	SENIOR MEALS DEC22	0.00	300.64
1001	41155	04/12/23	14156	FRESNO ECONOMIC OPP	6700	5105	SENIOR MEALS NOV22	0.00	1,245.43
1001	41155	04/12/23	14156	FRESNO ECONOMIC OPP	6700	5105	SENIOR MEALS SEP22	0.00	1,681.59
TOTAL CHECK								0.00	3,227.66
1001	41156	04/12/23	14749	HOFFMAN SECURITY	6120	5150	FIN CHARGE - PD	0.00	5.00
1001	41156	04/12/23	14749	HOFFMAN SECURITY	6120	5150	SECURITY SERVICES	0.00	57.00
TOTAL CHECK								0.00	62.00
1001	41157	04/12/23	14785	MALLORY SAFETY AND	6200	5195	SUPPLIES - STREETS	0.00	306.79
1001	41159	04/12/23	14846	PRADO, ADRIANA	6150	5300	TRAVEL - PRADO	0.00	1,315.89
1001	41160	04/12/23	13655	PROVOST & PRITCHARD	6150	5220	SPR 23-01	0.00	145.50
1001	41160	04/12/23	13655	PROVOST & PRITCHARD	6150	5220	VACATION 22-18	0.00	197.50
1001	41160	04/12/23	13655	PROVOST & PRITCHARD	6150	5220	SPR 22-08	0.00	267.20
1001	41160	04/12/23	13655	PROVOST & PRITCHARD	6150	5220	CUP 22-41	0.00	336.30
1001	41160	04/12/23	13655	PROVOST & PRITCHARD	6150	5220	SPR 22-45	0.00	353.70
1001	41160	04/12/23	13655	PROVOST & PRITCHARD	6150	5220	LLA 22-40	0.00	425.70
1001	41160	04/12/23	13655	PROVOST & PRITCHARD	6150	5220	CUP 19-02	0.00	527.40
1001	41160	04/12/23	13655	PROVOST & PRITCHARD	6150	5220	SPR 22-44	0.00	709.60
1001	41160	04/12/23	13655	PROVOST & PRITCHARD	6150	5220	REZONE 22-10	0.00	1,012.68
1001	41160	04/12/23	13655	PROVOST & PRITCHARD	6150	5220	EDA GRANT	0.00	1,032.46
1001	41160	04/12/23	13655	PROVOST & PRITCHARD	6150	5220	TTM 22-55	0.00	2,915.40
1001	41160	04/12/23	13655	PROVOST & PRITCHARD	6150	5520	GENERAL PLAN	0.00	10,524.23
1001	41160	04/12/23	13655	PROVOST & PRITCHARD	6150	5220	ONCALL BLDG CODE GR	0.00	17,888.70
TOTAL CHECK								0.00	36,336.37
1001	41161	04/12/23	11695	QUAD KNOFF	6150	5220	GRANT ASSESSMENT	0.00	969.00
1001	41162	04/12/23	14847	RODRIGUEZ, CESAR	6150	5300	TRAVEL - RODRIGUEZ	0.00	698.18
1001	41163	04/12/23	10289	SOUTH COUNTY VETERI	6270	5220	DISPOSAL OF DOG	0.00	50.00
1001	41164	04/12/23	14787	TOOLE DESIGN GROUP	6150	5110	DWNTN STREETScape	0.00	23,651.83
1001	41165	04/12/23	10764	TOYOTA OF SELMA	6020	5205	SERVICE PRIUS	0.00	190.64
1001	41165	04/12/23	10764	TOYOTA OF SELMA	6020	5205	SERVICE PRIUS	0.00	203.79
TOTAL CHECK								0.00	394.43

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FUND - 100 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DEPT	ACCNT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1001	41166	04/12/23	13543	UNIFIRST CORPORATIO	6700	5185	JANITORIAL SNR CTR	0.00	56.06
1001	41167	04/12/23	14010	UPS	6120	5175	SHIPPING SVC - DOJ	0.00	46.12
TOTAL CASH ACCOUNT								0.00	324,861.23
TOTAL FUND								0.00	324,861.23

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FUND - 200 - UTILITY USERS TAX

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DEPT	ACCNT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1001	41091	03/30/23	14837	SANTANDER BANK, N.A	2030	5805	PRIN 2 ENGINES	0.00	23,479.00
1001	41091	03/30/23	14837	SANTANDER BANK, N.A	2030	5806	INT 2 ENGINES	0.00	16,901.00
TOTAL CHECK								0.00	40,380.00
TOTAL CASH ACCOUNT								0.00	40,380.00
TOTAL FUND								0.00	40,380.00

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SELECTION CRITERIA: transact.check_no between '41034' and '41169'
ACCOUNTING PERIOD: 10/23

FUND - 201 - DISTRICT SALES TAX

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DEPT	ACCNT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1001	41060	03/22/23	10441	PROFORCE LAW ENFORC	2010	5715	SUREFIRE X300U	0.00	4,323.17
1001	41139	04/05/23	14321	LEHR	2010	5715	UPFIT 2022 DURANGO	0.00	5,742.24
1001	41168	04/12/23	10441	PROFORCE LAW ENFORC	2010	5715	HANDGUN HOLSTERS	0.00	1,961.55
TOTAL CASH ACCOUNT								0.00	12,026.96
TOTAL FUND								0.00	12,026.96

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SELECTION CRITERIA: transact.check_no between '41034' and '41169'
ACCOUNTING PERIOD: 10/23

FUND - 206 - COPS GRANT

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DEPT	ACCNT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1001	41140	04/05/23	14321	LEHR	2060	5715	UPFIT 2022 DURANGO	0.00	22,174.15
1001	41141	04/05/23	14722	NATIONAL AUTO FLEET	2060	5715	NEW 2022 DURANGO	0.00	44,587.95
TOTAL CASH ACCOUNT								0.00	66,762.10
TOTAL FUND								0.00	66,762.10

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SELECTION CRITERIA: transact.check_no between '41034' and '41169'
ACCOUNTING PERIOD: 10/23

FUND - 208 - CARES FUNDING

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DEPT	ACCNT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1001	41142	04/05/23	12466	FRESNO EOC	2080	5105	SR LUNCH MARCH	0.00	1,261.19
1001	41169	04/12/23	14156	FRESNO ECONOMIC OPP	2080	5105	SENIOR MEALS DEC22	0.00	908.00
TOTAL CASH ACCOUNT								0.00	2,169.19
TOTAL FUND								0.00	2,169.19

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SELECTION CRITERIA: transact.check_no between '41034' and '41169'
ACCOUNTING PERIOD: 10/23

FUND - 209 - RECYCLE GRANT

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DEPT	ACCNT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1001	41134	04/05/23	13207	THE WORSHIP CENTRE	2090	5110	CAL RECYCLE DONATIO	0.00	2,000.00
TOTAL CASH ACCOUNT								0.00	2,000.00
TOTAL FUND								0.00	2,000.00

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ACCOUNTING PERIOD: 10/23

FUND - 212 - ARPA FUNDING

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DEPT	ACCNT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1001	41098	03/30/23	14668	R.L. FRIEND CONSTRU	2120	5715	WATER METER REPLAC	0.00	8,419.65
TOTAL CASH ACCOUNT								0.00	8,419.65
TOTAL FUND								0.00	8,419.65

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FUND - 225 - LTF - ARTICLE 8

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DEPT	ACCNT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1001	41106	04/05/23	14131	SWEEPING CORP OF AM	2250	5220	STREET SWEEP MAR23	0.00	3,325.00
1001	41125	04/05/23	10237	P G & E - SACRAMENT	2250	5170	700 MERCED #A 3/29/	0.00	686.55
1001	41125	04/05/23	10237	P G & E - SACRAMENT	2250	5170	GSDST/MAN SIG 3/29/	0.00	121.26
1001	41125	04/05/23	10237	P G & E - SACRAMENT	2250	5170	MAN/GLDST 03/29/23	0.00	43.39
1001	41125	04/05/23	10237	P G & E - SACRAMENT	2250	5170	MERCED/8TH 03/29/23	0.00	74.64
1001	41125	04/05/23	10237	P G & E - SACRAMENT	2250	5170	MAN/GLDST 03/29/23	0.00	14.29
1001	41125	04/05/23	10237	P G & E - SACRAMENT	2250	5170	300 W MERCED 03/29/	0.00	35.39
TOTAL CHECK								0.00	975.52
1001	41158	04/12/23	10237	P G & E - SACRAMENT	2250	5170	ADAMS/GLDN ST 3/30/	0.00	90.09
TOTAL CASH ACCOUNT								0.00	4,390.61
TOTAL FUND								0.00	4,390.61

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ACCOUNTING PERIOD: 10/23

FUND - 257 - DWSRF STATE GRANT

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DEPT	ACCNT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1001	41099	03/30/23	13655	PROVOST & PRITCHARD	2570	5710	WELL 9 SVCS JAN23	0.00	11,558.72
1001	41099	03/30/23	13655	PROVOST & PRITCHARD	2570	5710	WELL 9 SVCS FEB23	0.00	16,032.39
TOTAL CHECK								0.00	27,591.11
TOTAL CASH ACCOUNT								0.00	27,591.11
TOTAL FUND								0.00	27,591.11

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SELECTION CRITERIA: transact.check_no between '41034' and '41169'
ACCOUNTING PERIOD: 10/23

FUND - 500 - WATER

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DEPT	ACCNT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1001	41036	03/22/23	14833	BAEHR, BRIAN	500	2050	UB REFUND	0.00	52.21
1001	41043	03/22/23	10074	CSJVRMA	5000	5240	LIAB 22-23 3RD QTR	0.00	10,104.27
1001	41043	03/22/23	10074	CSJVRMA	5000	5087	WC 22-23 4TH QTR	0.00	4,725.62
TOTAL	CHECK							0.00	14,829.89
1001	41045	03/22/23	14122	DTA	5000	5710	FEB WATER RATE STUD	0.00	8,071.34
1001	41048	03/22/23	13970	GEMINI GROUP, LLC	5000	5220	CCR RPT PRODCN 03/	0.00	3,180.00
1001	41052	03/22/23	10237	P G & E - SACRAMENT	5000	5170	ADAMS/5TH 3/6/23	0.00	45.70
1001	41052	03/22/23	10237	P G & E - SACRAMENT	5000	5170	SESWNW231521 3/6/23	0.00	2,076.23
1001	41052	03/22/23	10237	P G & E - SACRAMENT	5000	5170	TEMP/GOLDN 3/6/23	0.00	408.66
1001	41052	03/22/23	10237	P G & E - SACRAMENT	5000	5170	95 E ADAMS 3/6/23	0.00	133.72
TOTAL	CHECK							0.00	2,664.31
1001	41055	03/22/23	10249	QUILL	5000	5110	SUPPLIES - WATER	0.00	31.59
1001	41064	03/30/23	10007	ALERT-O-LITE, INC	5000	5205	SUPPLIES - WATER	0.00	89.58
1001	41069	03/30/23	10024	BSK ASSOCIATES	5000	5310	WATER TEST	0.00	145.00
1001	41081	03/30/23	14238	INFOSEND, INC	5000	5621	UB MAINT FEB23	0.00	499.00
1001	41081	03/30/23	14238	INFOSEND, INC	5000	5621	UB MAINT JAN23	0.00	564.31
1001	41081	03/30/23	14238	INFOSEND, INC	5000	5621	UB BILLING 01/31/23	0.00	1,379.51
TOTAL	CHECK							0.00	2,442.82
1001	41086	03/30/23	14513	PAC-AIR INC.	5000	5190	SERVICE WELL #8	0.00	713.77
1001	41095	03/30/23	13543	UNIFIRST CORPORATIO	5000	5130	UNIFORMS - WATER	0.00	100.28
1001	41097	03/30/23	14259	VISUAL EDGE IT INC	5000	5182	COPIER SVC 03/22/23	0.00	443.13
1001	41101	03/30/23	14838	LANINI, BENITTA	500	2050	UB REFUND	0.00	84.77
1001	41102	03/30/23	14834	RIAR, RAVINDER	500	2050	UB REFUND	0.00	100.02
1001	41103	03/30/23	14835	RJ HILL C/O ADANALI	500	2050	UB REFUND	0.00	63.64
1001	41105	04/05/23	10026	BCT CONSULTING	5000	5230	HELP SVC 03/24/23	0.00	375.00
1001	41105	04/05/23	10026	BCT CONSULTING	5000	5230	VOIP 04/01/23	0.00	251.25
1001	41105	04/05/23	10026	BCT CONSULTING	5000	5230	NETWK SVC 04/01/23	0.00	464.52
TOTAL	CHECK							0.00	1,090.77
1001	41107	04/05/23	10556	CNA SURETY DIRECT B	5000	5240	USDA LOAN BOND INS	0.00	1,175.00
1001	41109	04/05/23	13275	FERGUSON WATERWORKS	5000	5202	SUPPLIES - WATER	0.00	230.51
1001	41112	04/05/23	14247	FOWLER ACE HARDWARE	5000	5121	SUPPLIES - WATER	0.00	3.89
1001	41112	04/05/23	14247	FOWLER ACE HARDWARE	5000	5121	SUPPLIES - WATER	0.00	12.10
1001	41112	04/05/23	14247	FOWLER ACE HARDWARE	5000	5121	SUPPLIES - WATER	0.00	649.34
TOTAL	CHECK							0.00	665.33

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FUND - 500 - WATER

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DEPT	ACCNT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1001	41117	04/05/23	14507	ISSAC TOVAR	500	2050	UB REFUND	0.00	81.42
1001	41118	04/05/23	13496	KEENAN & ASSOCIATES	5000	5084	HEALTH BENEFITS APR	0.00	6,641.30
1001	41125	04/05/23	10237	P G & E - SACRAMENT	5000	5170	325 S 5TH 03/29/23	0.00	457.45
1001	41133	04/05/23	13647	SUN LIFE FINANCIAL	5000	5084	DENTAL BENEFIT APR2	0.00	347.02
1001	41135	04/05/23	13543	UNIFIRST CORPORATIO	5000	5130	UNIFORMS - WATER	0.00	83.01
1001	41137	04/05/23	11335	VISION SERVICE PLAN	5000	5084	VISION BENEFIT APR2	0.00	105.35
1001	41158	04/12/23	10237	P G & E - SACRAMENT	5000	5170	WELL SITE 8 03/30/2	0.00	1,245.47
1001	41158	04/12/23	10237	P G & E - SACRAMENT	5000	5170	WELL SITE 7 03/30/2	0.00	12,640.67
TOTAL CHECK								0.00	13,886.14
TOTAL CASH ACCOUNT								0.00	57,775.65
TOTAL FUND								0.00	57,775.65

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ACCTPA21

SELECTION CRITERIA: transact.check_no between '41034' and '41169'
ACCOUNTING PERIOD: 10/23

FUND - 503 - TCP FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DEPT	ACCNT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1001	41061	03/22/23	13655	PROVOST & PRITCHARD	5030	5710	TCP TREATMENT WELL	0.00	23,670.50
1001	41100	03/30/23	13655	PROVOST & PRITCHARD	5030	5710	TCP TREATMENT WELL	0.00	9,564.60
TOTAL CASH ACCOUNT								0.00	33,235.10
TOTAL FUND								0.00	33,235.10

SUPERION
DATE: 04/13/2023
TIME: 11:16:21

CITY OF FOWLER
CHECK REGISTER - BY FUND

PAGE NUMBER: 22
ACCTPA21

SELECTION CRITERIA: transact.check_no between '41034' and '41169'
ACCOUNTING PERIOD: 10/23

FUND - 720 - AB1600-LAW ENFORCEMENT

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DEPT	ACCNT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1001	41152	04/12/23	14634	DEWBERRY	ARCHITECT 7200	5220	PD/SNR CTR DESIGN	0.00	3,759.95
TOTAL CASH ACCOUNT								0.00	3,759.95
TOTAL FUND								0.00	3,759.95

SUPERION
DATE: 04/13/2023
TIME: 11:16:21

CITY OF FOWLER
CHECK REGISTER - BY FUND

PAGE NUMBER: 23
ACCTPA21

SELECTION CRITERIA: transact.check_no between '41034' and '41169'
ACCOUNTING PERIOD: 10/23

FUND - 730 - AB1600-FIRE

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DEPT	ACCNT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1001	41091	03/30/23	14837	SANTANDER BANK, N.A	7300	5805	PRIN 2 ENGINES	0.00	23,478.52
1001	41091	03/30/23	14837	SANTANDER BANK, N.A	7300	5806	INT 2 ENGINES	0.00	16,901.00
TOTAL CHECK								0.00	40,379.52
TOTAL CASH ACCOUNT								0.00	40,379.52
TOTAL FUND								0.00	40,379.52

SUPERION
DATE: 04/13/2023
TIME: 11:16:21

CITY OF FOWLER
CHECK REGISTER - BY FUND

PAGE NUMBER: 24
ACCTPA21

SELECTION CRITERIA: transact.check_no between '41034' and '41169'
ACCOUNTING PERIOD: 10/23

FUND - 750 - AB1600-PARKS

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DEPT	ACCNT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1001	41041	03/22/23	11124	COMMERCIAL NEON INC	7500	5710	DEP SHIRAKAWA SIGN	0.00	4,500.00
TOTAL CASH ACCOUNT								0.00	4,500.00
TOTAL FUND								0.00	4,500.00

SUPERION
DATE: 04/13/2023
TIME: 11:16:21

CITY OF FOWLER
CHECK REGISTER - BY FUND

PAGE NUMBER: 25
ACCTPA21

SELECTION CRITERIA: transact.check_no between '41034' and '41169'
ACCOUNTING PERIOD: 10/23

FUND - 840 - STATE GRANT AB178-FIA

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DEPT	ACCNT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1001	41143	04/05/23	14748	FOWLER IMPROVEMENT	8400	5901	FIA PASS THROUGH	0.00	1,000,000.00
TOTAL CASH ACCOUNT								0.00	1,000,000.00
TOTAL FUND								0.00	1,000,000.00

SUPERION
DATE: 04/13/2023
TIME: 11:16:21

CITY OF FOWLER
CHECK REGISTER - BY FUND

PAGE NUMBER: 26
ACCTPA21

SELECTION CRITERIA: transact.check_no between '41034' and '41169'
ACCOUNTING PERIOD: 10/23

FUND - 850 - SUCCESSOR AGENCY

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DEPT	ACCNT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1001	41043	03/22/23	10074	CSJVRMA	8500	5087	WC 22-23 4TH QTR	0.00	79.03
1001	41133	04/05/23	13647	SUN LIFE FINANCIAL	8500	5084	DENTAL BENEFIT APR2	0.00	6.56
1001	41137	04/05/23	11335	VISION SERVICE PLAN	8500	5084	VISION BENEFIT APR2	0.00	1.77
TOTAL CASH ACCOUNT								0.00	87.36
TOTAL FUND								0.00	87.36

SUPERION
DATE: 04/13/2023
TIME: 11:16:21

CITY OF FOWLER
CHECK REGISTER - BY FUND

PAGE NUMBER: 27
ACCTPA21

SELECTION CRITERIA: transact.check_no between '41034' and '41169'
ACCOUNTING PERIOD: 10/23

FUND - 900 - PUBLIC FINANCING AUTH

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DEPT	ACCNT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1001	41062	03/22/23	10214	NBS	9000	5621	BONDS 04/23-06/23	0.00	665.00
1001	41144	04/05/23	10214	NBS	9000	5621	BOND DISCLOSURE	0.00	3,810.00
TOTAL CASH ACCOUNT								0.00	4,475.00
TOTAL FUND								0.00	4,475.00
TOTAL REPORT								0.00	1,632,813.43

**MINUTES OF THE FOWLER CITY COUNCIL SPECIAL MEETING
Tuesday, March 21, 2023**

Mayor Parra called the meeting to order at 6:04 p.m.

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

Councilmembers Absent: Kazarian

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, City Engineer Park, Police Chief Reid, Deputy City Clerk Vasquez

5. PUBLIC COMMENT

No members of the public spoke.

5-A. Golden State Boulevard Reconstruction Project Update

An update was provided by the project engineer.

6. CONSENT CALENDAR

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

7. CONTESTED CONSENT CALENDAR

No items were pulled from the Consent Calendar.

8. STRATEGIC PLANNING WORKSHOP FOR FISCAL YEAR 2023/24 BUDGET

City Manager Tucker informed Council that staff will compile the data and present with the draft Fiscal Year 2023/24 budget at the May 2, 2023 City Council meeting.

Two members of the public spoke.

9. SCHEDULED COUNCIL HEARINGS AND MATTERS

9-A. Planning Department

- i. **Actions pertaining to Planning Case Number 22-04, a text amendment to amend Section 9-5.21.05 of Article 21, of Chapter 5, of Title 9 of the Fowler Municipal Code to modify accessory building development standards**

- 1. **ADOPT a Categorical Exemption pursuant to California Environmental Quality Act (CEQA) Guidelines Section 15061, subdivision (b)(3)**
- 2. **INTRODUCTION of Ordinance No. 2023-04, a text amendment modifying Section 9-5.21.05, of Article 21, Section 21, Chapter 5, of Title 9 of the Fowler Municipal Code, to amend the City's accessory building development standards**

Mayor Pro-Tem Mejia made a motion to ADOPT a Categorical Exemption pursuant to California Environmental Quality Act (CEQA) Guidelines Section 15061, subdivision (b)(3) and approve INTRODUCTION of Ordinance No. 2023-04, a text amendment modifying Section 9-5.21.05, of Article 21, Section 21, Chapter 5, of Title 9 of the Fowler Municipal Code, to amend the City's accessory building development standards, seconded by Councilmember Hammer. The motion carried by roll call vote: Ayes: Mejia, Hammer, Gill, Parra

- ii. **Actions pertaining to proposed Revised Tentative Subdivision Map No. 6381 and an ordinance to adopt an amending zoning map of APN: 340-130-14 from the R-1-7 (One Family Residential - 7,000 square foot minimum lot size) zone district**

Eleven members of the public spoke.

- 1. **APPROVE Resolution No. 2630 Adopting an Addendum to a Mitigated Negative Declaration pursuant to California Environmental Act (CEQA) Guidelines Section 15164**

Councilmember Hammer made a motion to APPROVE Resolution No. 2630 Adopting an Addendum to a Mitigated Negative Declaration pursuant to California Environmental Act (CEQA) Guidelines Section 15164, seconded by Mayor Pro-Tem Mejia. The motion carried by roll call vote: Ayes: Hammer, Mejia, Gill, Parra

- 2. **INTRODUCE Ordinance No. 2023-05 amending the zoning map of APN: 340-130-14 from the R-1-10 (One Family Residential – 7,000 square foot minimum lot size) zone district**

Mayor Parra made a motion to deny INTRODUCTION of Ordinance No. 2023-05 amending the zoning map of APN: 340-130-14 from the R-1-10 (One Family Residential – 7,000 square foot minimum lot size) zone district, seconded by Mayor Pro-Tem Mejia. The motion carried by roll call vote: Ayes: Parra, Mejia, Gill, Hammer

3. APPROVE Resolution No. 2631 Approving the revision to Tentative Subdivision Map No. 6381

Councilmember Hammer made a motion to APPROVE Resolution No. 2631 Approving the revision to Tentative Subdivision Map No. 6381 and to add the language for condition #45 to add pathways, seconded by Mayor Pro-Tem Mejia. The motion carried by roll call vote: Ayes: Hammer, Mejia, Gill, Parra

- iii. Consider INTRODUCTION of Ordinance 2023-06, 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 Building Codes

Councilmember Hammer made a motion to Consider INTRODUCTION of Ordinance 2023-06, 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 Building Codes, seconded by Mayor Pro-Tem Mejia. The motion carried by roll call vote. Ayes: Hammer, Mejia, Gill, Parra

10. CITY MANAGER

10-A. Provide Staff Direction on Fire Apparatus

Council directed staff to negotiate with North Center Fire Protection District.

11. STAFF COMMUNICATION

Updates were provided by City Manager Tucker, Recreation Supervisor Hernandez, Finance Director Moreno, Economic & Community Development Director Gaffery, City Engineer Park, Public Works Director Dominguez, Police Chief Reid, and Fresno County Fire Protection District Battalion Chief Dominguez.

12. COUNCILMEMBER REPORTS AND COMMENTS

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

13. CLOSED SESSION

No reportable action was taken on either item.

14. ADJOURN

Having no further business, the meeting was reconvened to the 7:00 p.m. City Council Meeting.

**MINUTES OF THE FOWLER CITY COUNCIL MEETING
Tuesday, March 21, 2023**

Mayor Parra reconvened the meeting at 9:01 p.m.

Councilmembers Present: Parra, Mejia, Hammer

Councilmembers Absent: Gill, Kazarian

City Staff Present: City Manager Tucker, City Attorney Cross, Public Works Director Dominguez, Community and Economic Development Director Gaffery, Finance Director Moreno, Deputy City Clerk Vasquez

3. GENERAL ADMINISTRATION

3-A. City Clerk

- i. ADOPT 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**

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

- ii. APPROVE Resolution No. 2632 setting the regular City Council meeting schedule for calendar year 2023**

Mayor Pro-Tem Mejia made a motion to APPROVE Resolution No. 2632 setting the regular City Council meeting schedule for calendar year 2023, seconded by Councilmember Hammer. The motion carried by roll call vote: Ayes: Mejia, Hammer, Parra

- iii. APPROVE Resolution No. 2633 setting the compensation for commissioners**

Councilmember Hammer made a motion to APPROVE Resolution No. 2633 setting the compensation for commissioners and adding a \$25 monthly compensation for Recreation Commissioners, seconded by Mayor Parra. The motion carried by roll call vote: Ayes: Hammer, Parra, Mejia

4. CITY ATTORNEY

4-A. APPROVE Items Pertaining to City Manager Employment Agreement and Salary Classification Schedule

i. APPROVE Second Amendment to City Manager Employment Agreement with Wilma Tucker

Councilmember Hammer made a motion to APPROVE Second Amendment to City Manager Employment Agreement with Wilma Tucker, seconded by Mayor Pro-Tem Mejia. The motion carried by roll call vote: Ayes: Hammer, Mejia, Parra

5. ADJOURN

Having no further business, the meeting adjourned at 9:12 p.m.



CITY COUNCIL OF THE CITY OF FOWLER

ITEM NO: 6-D

REPORT TO THE CITY COUNCIL

April 18, 2023

FROM MARGARITA MORENO, Finance Director

SUBJECT

Actions pertaining to the Fiscal Year 2022-23 third quarter budget report and budget amendments:

- ACCEPT the Fiscal Year 2022-23 third quarter budget report.
- ADOPT Resolution No. 2636 approving Fiscal Year 2022-23 proposed budget amendments.

RECOMMENDATION

Staff recommend City Council accept the Fiscal Year 2022-23 third quarter budget report and adopt Resolution No. 2636 approving Fiscal Year 2022-23 budget amendments.

BACKGROUND

The quarterly report summarizes the City's revenue and expenditure activity for the third quarter of the fiscal year from July 1, 2022 through March 31, 2023. The third quarter budget reports provide the data to inform any necessary budget amendments to ensure that the budget is balanced at the end of the fiscal year. As such, staff recommend budget amendments based on one-time revenues and expenses in the third quarter of the fiscal year. Below is a summary of revenues received and expenditures made for each fund type through March 31, 2023.

GENERAL FUND

The General Fund covers core services such as police, fire, public works, community development, parks, recreation, and the senior center. Sales and property taxes are the two largest sources of revenue in the General Fund. Revenues in the General Fund are at 70% and expenditures are at 71% for the third quarter, as follows:

REVENUES

As summarized in Attachment A, March 31, 2023 is 75% of the fiscal year 2023. The General Fund revenues received were at 70% of the annual budget estimates. Key revenues receipts appear to be on target with the revenue estimates.

PROPERTY TAX

Revenues are at 73% of budget

A major portion of property tax revenue was distributed to the City in December. The city received \$683,839, 73% of the estimate. The next major distribution will occur in June.

PERMITS/LICENSES

Revenues are at 66% of budget

The City received 66% of permits/licenses fees through March 31, 2023. Charges for services are higher through March 31, 2023. Building permits are at \$434,269 which make up a large portion of these estimated revenues. Increased permits and development activity are responsible for the increase. Several budget amendments are proposed to account for the projected growth in development activity.

FINES & FEES

Revenues are at 44% of budget

Fines and Fees are at 44% through March 31, 2023.

USE OF MONEY & PROPERTY RENTAL INCOME

Revenues are at 98% of budget

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

MOTOR VEHICLE IN LIEU

Revenues are at 58% of budget

The motor vehicle in lieu revenues are property tax shares allocated to cities and counties by the State. Revenues received through the third quarter are at \$477,862, 58% of estimate.

SALES TAX

Revenues are at 64% of budget

The sales tax revenues represent the largest funding source in the General Fund. At 64% actual revenues collected in the third quarter, revenues are on target through the third quarter.

TRANSIENT OCCUPANCY TAX

Revenues are at 63% of budget

Transient occupancy taxes are received on a quarterly basis, reflecting \$94,503 of estimate through the third quarter.

FRANCHISE FEES

Revenues are at 62% of budget

Franchise fees are received in a quarterly basis, total received through third quarter is \$241,269, 62% of the estimated budget.

SERVICES & OTHER FEES

Revenues are at 96% of budget

Revenues from services & other fees are currently at 96% and are anticipated to meet budgeted expectations. These revenues are from various sources such as recreation, inspection, planning, park maintenance, and special police services.

GRANT

Revenues are at 11% of budget

Grant funding received through third quarter is at \$28,391. Staff anticipate grants to be on target at end of year.

OTHER MISC REVENUE

Revenues are at 183% of budget

Revenues from other sources are currently at 183%. These miscellaneous revenues include donations, P.O.S.T reimbursements, restitution, and other refunds. It is typical for revenues in this category to reflect higher percentages than budgeted. A proposed budget amendment is requested to adjust revenues to actual.

TRANSFER IN

Revenues are at 100% of budget

This fund allocates the transfer in and transfer out to the appropriate funds at year end.

EXPENDITURES

As summarized in Attachment A, the city has expended roughly 71% of its appropriations as of March 31, 2023. All departments are on target to their budgeted lines from actual to budget through the third quarter.

As summarized in Attachment B, the summary of all funds revenues reflects the revenues and expenditures through the third quarter by fund type as summarized below:

ENTERPRISE FUNDS

WATER UTILITY

Revenues 69% | Expenses 71%

Through March 31, 2023, expenses are at 71% of budget and revenues slightly higher at 69% of budget.

SPECIAL REVENUES FUNDS

UTILITY USERS TAX

Revenues 89% | Expenses 98%

Utility User's Tax are paid to the city one month in arrears. At third quarter revenues received are at \$400,518, or 89% of budget, and expenses at 98%. Expense includes end of year transfers out for UUT.

DISTRICT SALES TAX (MEASURE N)

Revenues 76% | Expenses 98%

District Sales Tax Funds are received on a monthly basis. Revenues are \$1,208,947 through the third quarter. Expenses are currently at 98% of budget.

COPS GRANT

Revenues 100% | Expenses 66%

COPS grant reimbursements are processed once expenses are made. The expenses will be adjusted at year end.

CDBG CARES GRANT

Revenues 100% | Expenses 175%

CDBG-CV Care grant reimbursement are processed once expenses are made. A budget amendment is needed to adjust to actual expenses made for senior meals.

RECYCLE GRANT

Revenues 0% | Expenses 20%

Recycle Grant is at 0% through the third quarter. Expenses are at 20%, staff anticipates to be on target at the end of year.

GAS TAX

Revenues 71% | Expenses 100%

Highway User Tax (gas tax) revenues are received monthly. The 100% reflects principal & interest payments made through the third quarter for debt service on the Merced Street Rehab.

TRAFFIC CONGESTION RELIEF FUND-STREET PROJECTS

Revenues 100% | Expenses 0%

Street Projects reimbursement are processed once expenses are made reflecting revenues at 100% and expenses at 0%. Revenues received reflect prior year actual expense reimbursements for Adams construction.

ARPA

Revenues 100% | Expenses 51%

The American Rescue Plan Act (ARPA) funds have been received in full at 100% of revenues. Expenses are at 51% which includes expenses for audit support, Downtown Streetscape, prior budget carryover for water meter upgrades paid in full. A budget amendment is needed to carry over reserves for water meter expenses.

LTF ART 3 & 8

Revenues 0% | Expenses 6%

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

MEASURE C

Revenues 83% | Expenses 99%

\$197,247 in monthly Measure C revenues have been received thus far. Budgeted expenses at 99% include ADA repairs and Paving projects to be completed by end of year.

SB1 RMRA

Revenues 74% | Expenses 0%

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

ACTIVE TRANSPORT PROGRAM (ATP)

Revenues 12% | Expenses 99%

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

SRFC TRNS BLOCK GRANT-STBG

Revenues 1% | Expenses 0%

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

CDBG

Revenues 15% | Expenses 0%

Community Development Block Grant reflects 15% of revenues received through the third quarter and expenses at 0%.

STATE GRANT AB178

Revenues 100% | Expenses 0%

Revenues are at 100% and Expenses at third quarter are at 0%. Staff anticipates revenues received to offset the Police Department Headquarters & Senior Center construction to be on target by end of year.

DWR State Grant-Well 9

Revenues 0% | Expenses 0%

The DWR State Grant reimbursement is processed once expenses for well #9 are made reflecting revenues at 0% and expenses at 0%.

AB1600 IMPACT FEES

Due to high volume of development activity in the city and the newly-adopted impact fees, the various AB1600 revenues are reflecting a range from 86% to 124% through the third quarter.

DEBT SERVICE FUNDS

The long-term debt report for the 1993-1 funds, Fire Station, and the Financing Authority are all showing expenses up to 98% through the third quarter. This is due to a significant debt service payment being made in September. These payments are made semiannually. Additionally, principal payments are paid in the fall and not in the spring. Revenues and expenses are projected to meet the budgeted amount at year end.

SUCCESSOR AGENCY FUNDS

The Successor Agency fund includes the 2010 refunding bonds debt service which two payments are made annually reflecting expenses are currently at 95% of budget and State Grant AB178 FIA pass-through funding was received end of third quarter.

BUDGET AMENDMENTS

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

GENERAL FUND

Revenues

Adjustments are needed to bring revenues and expenses to actual. Adjustments to Building Permits, Plan Check Fees, Grant revenue, Miscellaneous Revenues/Refund, P.O.S.T Reimbursement and Other Reimbursements are needed to accommodate increased revenues.

Expenses

The Fiscal Year 2022-23 budget reflects the process of staff developing a city budget using unaudited data. Adjustment are needed to various categories across departments including Utilities, Insurance, professional services, Engineering consulting, Planning consulting, one-time expenses related to computer support, and equipment.

SPECIAL FUNDS

AB1600 Impact Fees Funds

Several adjustments to revenue funds are needed due to increased development activity.

CDBG Cares Fund

An adjustment to expenses is needed to bring senior meals expenses to actual to offset revenues received in the first quarter.

ARPA Fund

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

DWR State Grant Fund

An adjustment is needed for professional services for the design of well #9 is needed to bring budget to actual.

ENTERPRISE FUNDS

Water

Adjustments are needed to bring budgeted revenues to actual in the water fund for the implementation of the Penalties assessments, increased activity in water construction, and one-time e-cart vendor reimbursement.

ENVIRONMENTAL REVIEW

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

FISCAL IMPACT

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

CONFLICT OF INTEREST

Staff is not aware of any conflicts of interest.

Attachments:

- Attachment A General Fund Summary
- Attachment B All Fund Summary
- Resolution No. 2636
- Attachment C Resolution No. 2636 Budget Amendment

ATTACHMENT A**GENERAL FUND SUMMARY**

<u>REVENUES</u>	<u>BUDGET 2022-2023</u>	<u>REVENUES AS OF 3/31/2023</u>	<u>PERCENTAGE REVENUES 3/31/2023</u>
PROPERTY TAX	933,250	683,839	73%
PERMITS/LICENSES	807,200	532,835	66%
FINES & FEES	11,500	5,058	44%
USE OF MONEY & PROPERTY RENTAL	14,500	14,196	98%
VLF	824,700	477,862	58%
SALES TAX	1,700,000	1,087,002	64%
TRANSIENT OCCUPANCY TAX	150,000	94,503	63%
FRANCHISE FEES	387,200	241,269	62%
SERVICES FEES & OTHER	111,550	106,814	96%
GRANTS	253,000	28,391	11%
OTHER MISC REVENUE	100,500	183,990	183%
TRANSFER IN	746,015	746,015	100%
TOTAL REVENUES	\$6,039,415	\$4,201,773	70%

<u>EXPENDITURES</u>	<u>BUDGET 2022-2023</u>	<u>EXPENDITURES AS OF 3/31/2023</u>	<u>PERCENTAGE EXPENDITURES 3/31/2023</u>
CITY COUNCIL	44,380	20,986	47%
ADMINISTRATION	433,606	297,151	69%
CITY CLERK	120,058	65,635	55%
FINANCE	313,173	225,947	72%
CITY ATTORNEY	180,000	142,387	79%
GENERAL GOVERNMENT	227,252	237,156	104%
POLICE	2,055,723	1,387,351	67%
FIRE	244,802	221,518	90%
ANIMAL CONTROL	13,000	807	6%
PUBLIC WORKS-STREET	778,485	424,094	54%
PLANNING	461,631	586,024	127%
BUILDING	390,807	300,627	77%
PUBLIC WORKS-PARK MAINT	566,633	253,584	45%
RECREATION	142,649	123,366	86%
SENIOR CENTER	152,635	87,999	58%
TOTAL EXPENSES	\$6,124,834	\$4,374,630	71%

ATTACHMENT B

ALL FUND SUMMARY

GENERAL FUND

	2022-2023 BUDGET	REVENUES AS OF 03/31/23	PERCENT REC'S YTD
General Fund	\$6,039,415	\$4,201,773	70%

ENTERPRISE FUNDS

Water Utility	1,586,600	1,092,131	69%
Water Well Maintenance	113,000	0	0%
Groundwater Recharge CID	50,000	50,000	0%
TCP	602,000	601,916	0%
Sub-total	\$2,351,600	\$1,744,047	74%

SPECIAL REVENUE FUNDS

Utility Users Tax	450,000	400,518	89%
District Sales Tax	1,600,000	1,208,947	76%
COPS Grant	125,000	125,271	100%
CDBG Care Funding	9,026	9,026	100%
Recycle Grant	5,000	0	0%
Gas Tax	174,079	124,019	71%
Traffic Congestion Relief Fund-Street Prj	183,630	183,630	100%
ARPA Funding	812,156	812,156	100%
LTF Article 3	16,000	0	0%
LTF Article 8	0	0	0%
Measure C	238,424	197,247	83%
Road Maint & Rehab SB1	136,723	100,961	74%
Active Trnsport Pln (ATP)	227,000	27,395	12%
Srvc Tms Bkck Grnat -STBG	850,000	11,747	1%
CDBG	45,000	6,667	15%
State Grant AB178	4,000,000	4,000,000	100%
DWR State Grant	0	0	0%
DWSRF-State Grant	0	0	0%
AB1600 General Service	60,000	74,298	124%
AB1600 Law Enforcement	60,000	52,374	87%
AB1600 Fire	235,000	201,520	86%
AB1600 Streets	80,000	90,891	114%
AB1600 Parks	210,000	238,660	114%
AB1600 Water	140,000	148,770	106%
AB1600 Ground Wtr Rchrg	50,000	0	0%
AB1600 Sewer	182,900	225,678	123%
AB1600 Storm Drain	80,000	69,550	87%
Caltrans SR 99/Manning	150	104	69%
Sub-total	\$9,970,088	\$8,309,427	2%

DEBT SERVICE FUNDS

Debt Service 88-1	34,663	39,350	114%
Assesmt Dist 1993-R Debt Svc	77,698	80,341	103%
Assesmt Dist 1993-1 Hospital Bdg Lease	16,800	16,800	100%
Assesmt Dist 1993-1 Merced Rehab	90,800	90,800	100%
Fire Station Debt Svc	50	50	0%
Assesmt Dist 1994-R Debt Svc	154,300	85	0%
Sub-total	\$374,311	\$227,425	147%

SUCCESSOR AGENCY FUNDS

State Grant AB178-FIA	1,000,000	1,000,000	100%
Successor Agency 2000 RDA Loan	109,169	13,650	13%
Sub-total	\$1,109,169	\$1,013,650	929%

FINANCE AUTHORITY FUND

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

EXPENSES

2022-2023 BUDGET	EXPENSES AS OF 03/31/23	PERCENT USED YTD
\$6,124,834	\$4,374,630	71%
1,938,501	1,370,785	71%
0	0	0%
190,432	190,432	100%
600,000	65,757	11%
\$2,728,933	\$1,626,974	60%
605,477	591,858	98%
732,015	720,436	98%
190,000	125,000	66%
3,920	6,857	175%
5,000	1,000	20%
90,800	90,800	100%
0	0	0%
738,995	379,790	51%
30,000	0	0%
618,000	34,042	6%
525,000	522,169	99%
0	0	0%
227,000	224,128	99%
850,000	0	0%
0	0	0%
4,000,000	0	0%
0	40,453	0%
0	0	0%
145,000	18,515	13%
144,820	96,139	66%
287,877	194,862	68%
0	0	0%
30,200	16,524	55%
0	0	0%
50,000	50,000	100%
70,300	70,270	0%
125,000	0	0%
0	0	0%
\$9,469,404	\$3,182,843	34%
0	0	0%
23,367	23,367	100%
16,800	16,800	100%
100,800	100,800	100%
0	0	0%
156,476	150,183	96%
\$297,443	\$291,150	98%
1,000,000	0	0%
109,169	103,637	95%
\$1,109,169	\$103,637	9%
383,268	0	0%
\$383,268	\$0	0%

RESOLUTION NO. 2636

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

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

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

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

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

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

PASSED, APPROVED AND ADOPTED this 18th day of April 2023, at a regular meeting of the Fowler City Council by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

APPROVED:

Daniel T. Parra, Mayor

ATTEST:

Angela Vasquez, City Clerk

ATTACHMENT C



REQUEST FOR BUDGET AMENDMENT
Resolution No. 2636

Requested by: Margarita Moreno		Budget Amounts	
Account Numbers:	Fund Name Description	Increase	Decrease
Revenues			
100-3640	General Fund-Grant Revenue		\$ 180,000
100-3660	General Fund-Other Grant Revenue-Planning	\$ 64,724	
100-3701	General Fund-Donations	\$ 9,000	
100-3705	General Fund -Insurance Recovery	\$ 44,175	
100-3706	General Fund-Miscellaneous Revenues	\$ 8,500	
100-3707	General Fund-P.O.S.T. Reimbursements	\$ 2,200	
100-3708	General Fund-Miscellaneous Refund	\$ 3,500	
500-3510	Water-Late Fees/Penalties	\$ 40,000	
500-3706	Water-Miscellaneous Revenues	\$ 32,000	
710-3810	Gen Svcs Development Fees	\$ 15,000	
740-3840	Trf Mtgn & Impact Fees-Street Development Fees	\$ 11,000	
750-3700	Parks Impact Fees-Other Revenue	\$ 20,000	
750-3850	Parks Impact Fees-Park Development Fees	\$ 9,000	
760-3860	Water Impact Fees-Water Development Fees	\$ 9,000	
770-3870	Sewer Impact fees-Sewer Development Fees	\$ 44,000	
Expenses			
6080-5170	General Fund-General Government-Utilities	\$ 9,500	
6080-5240	General Fund-General Government-Insurance	\$ 20,000	
6120-5715	General Fund-Police-Equipment	\$ 71,592	
6150-5220	General Fund-Planning-Professional Services	\$ 80,000	
6150-5230	General Fund-Planning-Computer Support	\$ 3,000	
6150-5510	General Fund-Planning-Engineering Consulting	\$ 10,000	
6150-5520	General Fund-Planning-Planning Consulting	\$ 80,000	
6260-5710	General Fund-Park Maintenance-Improvements		\$ 174,100
2080-5105	CDBG Cares Funding-Meals Expense	\$ 5,106	
2120-5715	ARPA Funding-Equipment	\$ 18,775	
2560-5220	DWR State Grant-Professional Services	\$ 40,500	

Reason(s) for Budget Amendment:

To align expenses and revenues to third quarter FY 2022/23 budget, staff request budget amendments to the following funds:

General Fund Revenues: Third quarter adjustments for projected year-end to actual:

- Grant Revenue-Parks, \$180,000: To decrease grant revenue to be moved to next fiscal year.
- Other Grant Revenue-Planning, \$25,000: LEAP grant funding received adjust to actual
- Other Grant Revenue-Planning, \$39,724: SB2 grant funding received adjust to actual.
- Revenues-Donations, \$9,000: Adjust to actual various for one-time donations.
- Insurance Recovery-Police, \$44,175: RMA insurance loss recovery for vehicle reimbursement.
- Miscellaneous Revenues, \$8,500: Increased one-time revenues for various reimbursements.
- P.O.S.T. Reimbursement-Police, \$2,200: Adjust to actual increased activity to P.O.S.T. reimbursements.
- Miscellaneous Refunds, \$3,500: Adjust to actual one-time revenues for ERMA refunds.

General Fund Expenses: Third quarter adjustments for projected year-end to actual:

- Utilities-General Government, \$9,500: To adjust utilities to General Government.
- Insurance-General Government, \$20,000: To adjust to actual increase in cost to Risk Management Authority.
- Equipment-Police, \$71,592: Vehicle purchase offset by RMA insurance loss recovery and surplus fund received.
- Professional Services-Planning, \$80,000: Adjust to actual increased expenses to be offset by increased development activity revenues received.
- Computer Support-Planning, \$3,000: Adjust to actual increased one-time expense to be offset by increased development activity revenues received.
- Engineering Consulting-Planning, \$10,000: Adjust to actual increased expenses to be offset by increased development activity revenues received.
- Planning Consulting-Planning, \$80,000: Adjust to actual increased expenses to be offset by increased development activity revenues received.
- Improvements-Park Maintenance, \$174,000: To decrease Park budget grant expense to be moved to next fiscal year.

Special Revenue Funds: Third quarter adjustments for projected year-end to actual:

- General Svcs Impact Fees, \$15,000: Increased development housing activity.
- Street Development Impact Fees, \$11,000: Increased development housing activity.
- Park Development Impact Fees-Other Revenue, \$20,000: One-time park donations for flag poles.
- Park Development Impact Fees, \$9,000: Increased development housing activity.
- Water Development Impact Fees, \$9,000: Increased development housing activity.
- Sewer Development Impact Fees, \$44,000: Increased development housing activity.

Special Expenses Funds: Third quarter adjustments for projected year-end to actual:

- CDBG Grant-Senior Meals, \$5,106: Adjust to actual senior meals reimbursement from Fresno County to offset the expensed meals of \$5,106.
- ARPA Funding-Equipment, \$18,775: Adjust to actual 21/22 reserve carryover water meter project
- DWR State Grant-Improvement, \$40,500: Adjust to actual state well grant to be reimbursed.

Enterprise Revenue Funds: Third quarter adjustments for projected year-end to actual:

- Water-Late Penalties, \$40,000: Adjust to actual implementation of Penalties assessments.
- Water-Miscellaneous Revenues, \$32,000: Adjust to actual increased activity water construction, and one-time e-cart vendor reimbursement.

Finance Director

Signature_____
Date

City Manager

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

Journal Entry No. _____ Date Posted _____ By: _____



CITY COUNCIL OF THE CITY OF FOWLER

ITEM NO: 6-E

REPORT TO THE CITY COUNCIL

April 18, 2023

FROM DAWN E. MARPLE, City Planner

SUBJECT

ADOPT Ordinance No. 2023-04, a text amendment modifying Section 9-5.21.05, of Article 21, Section 12, Chapter 5, of Title 9 of the Fowler Municipal Code, to amend the City's accessory building development standards.

RECOMMENDATION

Ordinance 2023-04 was introduced by a vote of 4-0 (Kazarian absent) approval of the City Council on March 21, 2023. It is recommended that the Ordinance be adopted.

BACKGROUND

This item was introduced at the March 21, 2023 City Council meeting.

Last year, the City Council adopted Ordinance No. 2021-06, which modified development standards for accessory buildings. These standards required accessory structures, detached or attached, to maintain architectural consistency with the main dwelling. As a result of this adoption, several accessory structures have been approved consistent with these standards. These standards however have proved to be difficult for attached structures, specifically patio covers, to comply. **Figure 1** below shows two examples of currently-compliant building-attached patio covers. Near-flat patio covers usually require much less material, and therefore much less cost, to construct.

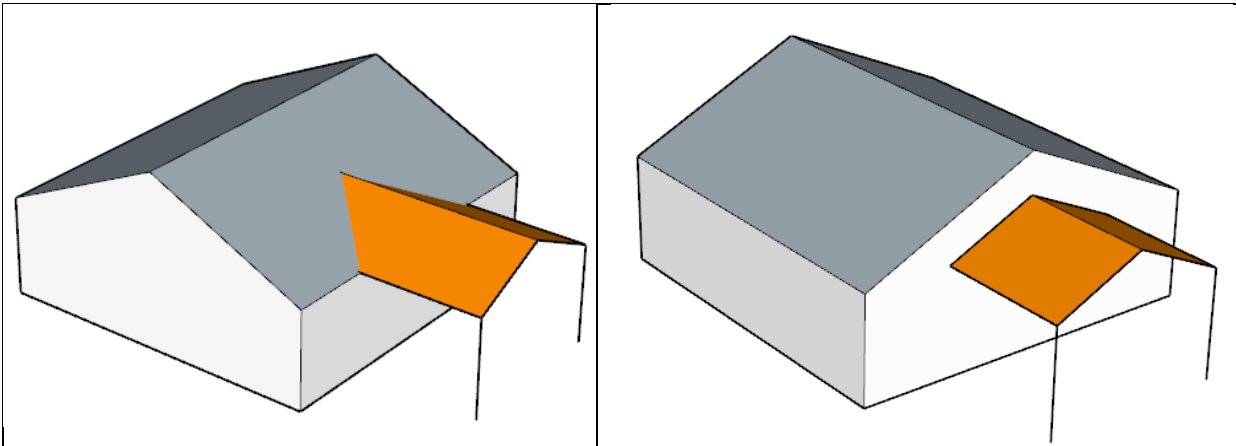


Figure 1. Two currently-compliant examples of building-attached patio covers

The proposed text amendment would limit the currently-adopted aesthetic requirements, those being consistent roof material and pitch for attached accessory structures that are visible from the front property line. The table below shows what types of accessory structures would continue to be, or no longer be subject to current regulations.

Subject to Material and Pitch Standards	Not Subject to Material and Pitch Standards
<ul style="list-style-type: none"> • Detached accessory structures • Attached accessory structures mounted on front or side of the house (i.e. porches, RV covers) visible from the front lot line 	<ul style="list-style-type: none"> • Attached accessory structures mounted behind the house, even if visible from a side or rear street (patio covers, lean-to sheds)

This change would allow for near-flat patio covers that are generally attached to the fascia or top plate of single-story homes or the wall face of two-story homes. Currently, building-attached patio covers are only allowed if they maintain the same roof material and pitch as the main building.

The proposed text amendment would align with the following General Plan policies of Goal 2-5 which provides that new development is to reflect high levels of community design and image:

- Policy 1: Ensure that all development is attractive and of high-quality design to enhance the image of the city.
- Policy 3: Encourage innovative site planning and housing design for new residential development.

ENVIRONMENTAL FINDINGS

The proposed zoning text amendment has been determined to be exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15061, subdivision (b)(3) (Common Sense Exception). The zoning text amendment relating to accessory structures will not cause a significant effect to the environment, and therefore is not subject to CEQA.

Attachment:

- Ordinance No. 2023-04

ORDINANCE 2023-04

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FOWLER AMENDING SECTION 9-5.21.05, OF ARTICLE 21, OF CHAPTER 5, OF TITLE 9 OF THE FOWLER MUNICIPAL CODE, TO MODIFY ACCESSORY BUILDING DEVELOPMENT STANDARDS , AND TO ADOPT AN EXEMPTION UNDER CEQA GUIDELINES SECTION 15061, SUBDIVISION (B)(3).

WHEREAS, on February 3, 2009, the City Council of the City of Fowler voted to adopt Ordinance Bill No. 2009-01, amending Chapter 5, of Title 9 of the Fowler Municipal Code, which was a comprehensive update to the City’s Zoning Ordinance and is referred to as the City’s “Zoning Ordinance”; and

WHEREAS, the Planning Commission adopted Resolution No. 682, on February 2, 2023, recommending that the City Council adopt an ordinance to amend Section 9-5.21.05 of Article 21 of Chapter 5 of Title 9 of the Fowler Municipal Code, and to adopt an exemption from CEQA pursuant to CEQA Guidelines section 15061, subdivision (b)(3); and

WHEREAS, the City Council desires to revise Section 9-5.21.05 of Article 21 of Chapter 5 of Title 9 of the Fowler Municipal Code to ensure aesthetically pleasing and affordable patio covers.

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

SECTION 1: Subsection D, of Section 9-5.21.05, of Article 21, of Chapter 5, of Title 9 of the Fowler Municipal Code is amended to read as follows:

- D. Attached Structures. Accessory structures constructed less than six (6) feet from the main structure shall:
1. Be compatible with and made structurally a part of the main structure (e.g., share a common wall with the main structure, rely partially on the main structure for structural support, or be attached via a breezeway to the main structure).
 2. Comply with the requirements applicable to the main structure, including coverage, height, and setbacks.
 3. The roof shall be the same material and pitch as the main structure.
 4. Be compatible with the materials, texture, finish and colors of the main structure.
 5. [Accessory structures physically attached to the main structure and not visible from the front lot line shall be exempt from subsections 3 and 4.]

SECTION 2. The City Council has determined that the Project is exempt from the California Environmental Quality Act (“CEQA”) pursuant to CEQA Guidelines Section 15061, subdivision (b)(3) (Common Sense Exception).

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

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

* * * * *

The foregoing ordinance was introduced at a regular meeting of the City Council held on March 21, 2023, and was adopted at a regular meeting of said Council held on April 18, 2023, by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

APPROVED:

Daniel T. Parra, Mayor

ATTEST:

Angela Vasquez, City Clerk



CITY COUNCIL OF THE CITY OF FOWLER

ITEM NO: 6-F

REPORT TO THE CITY COUNCIL

April 18, 2023

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

SUBJECT

ADOPT Ordinance 2023-06, 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.

RECOMMENDATION

Staff recommend the City Council adopt Ordinance 2023-06, to amend the City's administrative citations procedures, provide regulations relating to short-term rentals, adding provisions regarding unauthorized dumping, and to adopt the most recent versions of the California Administrative, Electrical, Housing, Mechanical, and Dangerous Buildings Codes with existing local amendments.

BACKGROUND

Ordinance 2023-06 was introduced by unanimous approval of the City Council on March 21, 2023.

Administrative Citation Revisions

The City's current provisions related to the issuance of administrative citations allow for certain fines to be imposed against those individuals in violation of the City Municipal Code. Part of the Code differentiates fine amounts for violations of a "building or safety code". The proposed Ordinance would add a definition for a "building or safety code" to refer to Title 8 of the City's Municipal Code which provides building regulations adopted by the City. The proposed Ordinance also amends the fine amounts that may be issued to a person in accordance with state law. The purpose of the amendments

is to provide clarity and consistency when issuing administrative citations to individuals in violation of the City's Code.

Short-Term Rental Provisions

The trend of converting residential units into full- or part-time vacation rentals has become increasingly popular, especially in vacation destination communities or those near vacation destinations. The growing industry of online marketing sites such as Airbnb, VRBO, Homeaway, Vacasa and many others are making short-term rentals more accessible to vacationers and travelers than ever before. Staff is aware that one or more short-term vacation rentals exist within the City.

These short-term rental businesses compete with businesses such as hotels, which required some formal City approval prior to opening. Besides having no formal approvals, the City cannot consistently collect Transient Occupancy Tax (TOT) revenue from short-term vacation rental operations since it unclear which property owners are operating short-term rentals. The proposed Ordinance is intended to proactively address the impacts of short-term rentals, and to assist in the collection of TOT.

Although the City's TOT ordinance covers short-term rentals, the burden on staff to track down and enforce these provisions against property owners prevents such collection. Furthermore, there is concern among some citizens that short-term rentals negatively impact neighborhood character and contribute to other nuisances, including noise and on-street parking impacts.

On the other hand, some short-term rental owners earn income to supplement or cover housing costs. Short-term rentals also provide travelers and tourists with an alternative to traditional lodging and dining establishments and provide a unique view into life in our community. Guests can select from a variety of housing options and have a unique experience of staying in a home in a neighborhood. Short-term rentals may potentially increase tourism and boost the local economy.

The proposed Ordinance includes operational standards and criteria designed to reduce complaints and conflicts with neighboring residents and provide staff with the tools needed to promptly and effectively respond to non-compliance issues.

Highlights of the proposed operational standards and regulations on short term rentals are summarized below:

- Establishes permitted occupancy limits for short-term rentals;
- "Quiet time" would be established between 10:00 p.m. and 9:00 a.m., during which outdoor activities would be restricted to minimize the potential for disturbances;
- Short-term rental owners/operators would be required to designate a "Host" or local contact person who must be available 24/7 to respond to calls regarding violations;
- Short-term rental owners/operators would have an affirmative obligation to ensure their occupants are informed of the operational requirements that apply to them, and owners and designated persons responsible for the occupants are subject to citation for violating the ordinance;
- The ordinance limits short-term rentals to housing structures comprised of no greater than two (2) residential units, in order to avoid the problems associated with larger apartment or condominium buildings becoming short-term rental "hotels";

- The ordinance provides requirements as to the minimum number of available off-street parking spaces, and operational standards regarding trash storage and pickup;
- All short-term rentals would be required to pay the City's TOT, and to always maintain a valid Fowler business license.

Unauthorized Dumping

This ordinance would make it a violation for any person to dispose of any waste material in or upon any public property or right-of-way, except as provided by the Fowler Municipal Code. There is not currently a provision specifically addressing unauthorized dumping of waste material in the City's Code. This provision would provide an enforcement mechanism for staff to be able to cite individuals who unlawfully dump waste material on public property.

Adoption of Updated Building Standards

Every three (3) years, the California Building Standards Commission ("Commission") reviews and modifies the California Building Codes, including but not limited to the California Electrical Code, Mechanical Code, and Administrative Code. The 2022 editions were published July 1, 2022. The Fowler Municipal Code Chapters 8-2, 8-7, and 8-10 adopt these Codes, which are adopted or modified with local amendments as necessary to ensure the safety of the community. This ordinance would update these codes to their most recently updated versions.

This ordinance would also update the City's Housing Code (Ch. 8-3) and Dangerous Buildings Code (Ch. 8-9) to their most recent versions which were updated in 1997. The City currently adopts the 1991 and 1994 versions of these codes.

Adopting these updated codes ensures compliance with existing standards adopted by the State.

ENVIRONMENTAL REVIEW

The Ordinance does not constitute a "project" as defined by Public Resources Code Section 21065 and CEQA Guidelines Section 15378.

FISCAL IMPACT

Adoption of the Ordinance could result in an increase in both Transient Occupancy Taxes and business license fees to the City from individuals operating under the proposed short-term rental provisions.

CONFLICT OF INTEREST

Staff is not aware of any conflicts of interest.

Attachment:

- Ordinance No. 2023-06

ORDINANCE 2023-06

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 TO 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.

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

SECTION 1: Title 1, Chapter 8, Section 1-8.08 of the Fowler Municipal Code is hereby amended to read as follows:

1-8.02 – Definitions.

For purposes of this chapter, the following definitions shall apply:

“Building or Safety Code” shall refer to the codes adopted under Title 8 [Building Regulations] of the Fowler Municipal Code.

"City Manager" shall mean the City Manager for the City of Fowler or his or her designated representative.

"Enforcement Officer" means any person authorized to enforce violations of the Municipal Code.

"Hearing Officer" means any person appointed by the City Manager to preside over the administrative hearings provided for by this chapter.

"Person" means any natural person, firm, association, business, trust, organization, corporation, partnership, company or any other entity.

"Responsible Party" means any person who is responsible for violating the provisions of the Municipal Code as more particularly described in Section 1-8.04, **subdivision (A)** of this **Chapter**.

SECTION 2: Title 1, Chapter 8, Section 1-8.08 of the Fowler Municipal Code is hereby amended to read as follows:

1-8.08 – Fines assessed.

A. Unless otherwise specified below, the amount of the fine assessed for each administrative citation issued for the same violation(s) within any twelve (12) month period shall be as follows:

1. First administrative citation — ~~\$50.00~~ **\$100.00**;
2. Second administrative citation — ~~\$100.00~~ **\$500.00**;
3. Third **and subsequent administrative citations** ~~administrative citation~~ — ~~\$200.00~~ **\$1,000.00**.
4. ~~Fourth administrative citation~~ — ~~\$500.00~~;
5. ~~Fifth and subsequent administrative citation~~ — ~~\$1,000.00~~;

B. ~~Unless otherwise specified below, For~~ **for** violations that are automatically deemed infractions, ~~the amount of the fine assessed for each administrative citation issued for the same violation(s) within any twelve (12) month period shall be as follows: under the Municipal Code, the maximum fine shall be \$500.00, unless the violation is of a building or safety code, in which case the maximum fine shall be \$1,000.00.~~

1. **First administrative citation – \$100.00;**
2. **Second administrative citation – \$200.00;**
3. **Third and subsequent administrative citations – \$500.00.**

C. For violations of the Municipal Code pertaining to the possession or use of illegal fireworks, the amount of the fine assessed for each administrative citation issued for the same violation(s) within any twelve (12) month period shall be as follows:

1. **First and subsequent administrative citations — \$1,000.00.**

D. ~~For any violation of a Building or Safety Code, the amount of the fine assessed for each administrative citation issued shall not exceed \$1,000.00.~~

~~For purposes of this subdivision, the Enforcement Officer issuing an administrative citation shall determine if the Building or Safety Code violated by the Responsible Party constitutes an immediate threat to health and safety.~~

E. For the purposes of this section, the "same violation" shall mean violation(s) of the same code section, even if they occur at a different location.

~~F~~ **E.** All fines assessed shall be payable to the City of Fowler. The failure of any person to timely pay a fine assessed by administrative citation shall result in the assessment of an additional late fee to be charged. The amount of the late fee shall be ten (10) percent of the total amount of the administrative fine owed.

G F. Payment of the fine shall not excuse the failure to correct the violation, nor shall it bar further enforcement action by the City.

H. G. Notwithstanding the fine schedules set forth in this section, the City Council may adopt a policy or policies authorizing the Enforcement Officer to issue a lower dollar citation than otherwise allowed for the same violation(s) within any twelve-month period.

SECTION 3: Chapter 25, of Title 5, of the Fowler Municipal Code is hereby added to read as follows:

Chapter 25 – Short-Term Rentals

5-25.01 – Purpose and Intent.

The purpose of this Chapter is to provide property owners and residents with operating standards to conduct short-term rentals of single-family homes or other dwelling units within the City of Fowler. The intent of this Chapter is to ensure that property owners operate short-term rentals in a manner that upholds the safe and quiet enjoyment of Fowler neighborhoods and provides for accountability for any issues that arise from properties being used as short-term rentals.

5-25.02 – Definitions.

For the purposes of this Chapter, the following definitions apply:

“Advertisement” means any method used to solicit interest in the short-term rental, including internet-based listing or hosting services.

“Applicant” means the person applying for a business license in accordance with Chapter 1, of Title 3 of the Fowler Municipal Code for a short-term rental.

“Booking Transaction” means the reservation of a Short-Term Rental between a Permittee and a prospective Lodger.

“City Manager” means the City Manager or their designee.

“CC&Rs” (also known as “covenants, conditions, and restrictions”) means limitations and rules placed on a group of homes by a builder, developer, neighborhood association, or homeowner association.

“Dwelling” means only those habitable portions of a building designed for and/or occupied as a residence by one (1) family or individual.

“Host” shall mean the Owner or the designated agent of the Owner who is responsible for compliance with this section. This person designated by an Owner or the Owner’s agent, who, if designated to act as such, shall be available to respond to notification of a complaint regarding the Short-Term Rental Unit, and take remedial action necessary, as required under subsection K of section 5-25.03. The Host will act as the local contact person for the Short-Term Rental Unit.

“Hosting Platform” means a person who collects or receives a fee, directly or indirectly, for conducting a booking transaction using any medium of facilitation, including an internet-based platform.

“Lodger” means a person to whom a Permittee is providing lodging for compensation. “Lodger” includes any guests that may accompany the person renting the Short-Term Rental Unit from the Permittee.

“Lot” means a parcel of land shown on a subdivision map or a record of survey map recorded in the office of the county recorder with a separate and distinct number or letter, or a parcel described by metes and bounds, or a building site in one ownership having an area for each main building as hereinafter required in each zone.

“Owner” shall mean the person(s) or entity(ies) that holds legal or equitable title to a Dwelling. “Owner” includes a lessee.

“Permittee” means the person to whom a business license for a Short-Term Rental is issued.

“Primary Residence” means the Dwelling in which the Applicant or Permittee resides for at least half of the calendar year, or one hundred and eighty-four (184) days during the calendar year.

“Short-Term Rental” shall mean the rental of a Dwelling or a portion thereof by the Owner to another person or group of persons for occupancy, lodging or sleeping purposes for a period of less than thirty (30) consecutive calendar days. The rental of units within City-approved hotels, motels, bed and breakfasts, and time-share projects shall not be considered Short-Term Rentals. Short-term rentals do not constitute a home occupation as provided in Section 9-5.21.22 of the Fowler Municipal Code.

“Short-Term Rental Unit” shall mean the habitable interior space of a Dwelling, or any portion thereof, that is being rented, or is intended to be rented, as a Short-Term Rental to a person or group of persons.

“Transient Occupancy Tax” means the tax imposed under Chapter 6, of Title 3, of the Fowler Municipal Code.

5-25.03 – Operating Standards for Short-Term Rentals.

- A. The Owner of a Short-Term Rental Unit shall apply to the City for a business license in accordance with the provisions of Chapter 1, of Title 3 of the Fowler Municipal Code, prior to booking a Short-Term Rental to a Lodger. Within ten (10) calendar days following the issuance of such business license for a Short-Term Rental, the Owner shall mail or personally deliver in writing the following information to the owners and occupants of properties contiguous to and directly across the street (or alley or other right-of-way) from the Short-Term Rental: the name and telephone number of the person, whether the Owner or the Host, who shall be available twenty-four (24) hours per day, seven (7) days per week to respond to complaints regarding the use, condition, operation or conduct of Lodgers of a Short-Term Rental Unit. Thereafter, within thirty (30) days of the issuance of the business license, the Owner shall submit to the City Manager under penalty of perjury, a dated written certification that the required mailing or delivery was completed. At any time during the pendency of a business license for a Short-Term Rental that such information changes, the Owner shall promptly mail or personally deliver in writing the updated information to maintain accuracy and shall also promptly submit to the City Manager, written certification under penalty of perjury that the required mailing or delivery of the updated information was completed.
- B. The Owner of a Short-Term Rental Unit shall not be relieved of any personal responsibility or personal liability for noncompliance with any applicable law, rule or regulation pertaining to the use and occupancy of the subject Short-Term Rental Unit, regardless of whether such noncompliance was committed by the Owner's agent, Host, or the Lodgers of the Owner's Short-Term Rental Unit.
- C. The Owner shall ensure that the Short-Term Rental Unit(s) comply with all applicable codes regarding fire, building and safety, health and safety, and all other relevant laws, regulations and ordinances, obtain all permits required, and pay all applicable fees.
- D. While a Dwelling is rented as a Short-Term Rental Unit, the Owner or Host shall be available by telephone twenty-four (24) hours per day, seven (7) days per week to respond to complaints regarding the use, condition, operation or conduct of occupants of a Short-Term Rental Unit. The Owner or Host must be on the premises of the Short-Term Rental at the request of an enforcement officer or the City's Police Department within forty-five (45) minutes of contact to satisfactorily correct or take remedial action necessary to resolve any complaint, alleged nuisance or violation of this Chapter occurring at the Short-Term Rental. Failure of the Owner or Host to respond to calls or complaints in a timely and appropriate manner shall be grounds for imposition of penalties as set forth in this Chapter and/or Chapter 8, of Title 1.
- E. Short-Term Rental Unit(s) shall be used only for overnight lodging accommodations. At no time shall a Short-Term Rental Unit be used for weddings, receptions, parties, commercial functions, advertised conferences, or other similar assemblies that are separate from the purpose of lodging.

F. All advertising appearing in any written publication or on any website that promotes the availability or existence of a Short-Term Rental shall include the City-issued business license number as part of the rental offering. No person shall advertise the use of a Dwelling as a Short-Term Rental unless the City has approved a business license for Short-Term Rentals pursuant to this Chapter.

G. Only the habitable interior portions of a Dwelling shall be utilized as a Short-Term Rental. No garages, tents, camper trailers, recreational vehicles, or other exterior structures or spaces are permissible as Short-Term Rentals.

H. In any Advertisement concerning the availability of a Dwelling as a Short-Term Rental, the Owner or Host shall advertise the maximum number of occupants allowed to occupy the Short-Term Rental Unit.

I. All vehicles of Lodgers of a Short-Term Rental Unit shall be parked only in an approved driveway or garage on the Short-Term Rental Unit. The maximum number of vehicles allowed on a Short-Term Rental Unit shall be limited to the number of available off-street parking spaces; however, such property must have a minimum of two (2) off-street parking spaces. The Owner shall provide access to the garage of the Dwelling if that area has been included in the determination of the number of available off-street parking spaces pursuant to this Chapter. In no event shall off-street parking include the use of landscaped areas, any private or public sidewalk, parkway, walkway or alley (or any portion thereof) located on, at or adjacent to the short-term rental property, or the blocking of the driveway or street in front of said property. The term “sidewalk” shall include that portion of a driveway that is delineated for pedestrian travel or is in the public right-of-way.

J. No on-site exterior signs shall be posted advertising the availability of a Dwelling as a Short-Term Rental Unit.

K. If an enforcement officer has received a complaint concerning a suspected violation of this Chapter or of the Fowler Municipal Code, or any applicable law, rule, or regulation pertaining to the use or occupancy of a Short-Term Rental Unit, or if the enforcement officer has reason to believe that such a violation has occurred, the enforcement officer may notify the Owner or Host of the complaint or suspected violation and the notified person shall cooperate in facilitating the investigation and the correction of the suspected violation. Failure of the Owner or Host to affirmatively respond to the officer’s request within forty-five (45) minutes by reasonably cooperating in facilitating the investigation and the correction of the suspected violation shall be deemed to be a violation of this Chapter. Notwithstanding the foregoing, it is not intended that an Owner or the Host act as a peace officer or place themselves in an at-risk situation.

L. No musical instrument, phonograph, loudspeaker, amplified or reproduced sound, or any machine or device for the production or reproduction of any sound shall be used outside or be audible from the outside of a Short-Term Rental Unit between the hours of 10:00 p.m. and 9:00 a.m.

M. Lodgers shall not engage in outdoor activities on a Short-Term Rental Unit between the hours of 10:00 p.m. and 9:00 a.m. that involve the use of swimming pools, hot tubs, spas, tennis and paddleboard courts, play equipment and other similar and related improvements. The hours between 10:00 p.m. and 9:00 a.m. are considered to be “quiet time,” where all activities at a Short-Term Rental property shall be conducted inside of a Short-Term Rental Unit so that no outdoor activity will disturb the peace and quiet of the neighborhood adjacent to a Short-Term Rental property or cause discomfort or annoyance to any reasonable person of normal sensitivity residing in the area.

N. Trash and refuse shall not be left stored within public view, except in proper containers for the purpose of collection by the responsible trash hauler, as set forth in Section 6-2.302, which provides for containers to be placed at the curb on the day of pickup and removed by noon the following day. The Owner of a Short-Term Rental property shall provide sufficient trash collection containers and service to meet the demand of the Lodgers. The Short-Term Rental property shall be free of debris both on-site and in the adjacent portion of the street.

O. It is unlawful for any Owner, Lodger, occupant, renter, person present upon, Host, or person having charge or possession of a Short-Term Rental to make or continue or cause to be made or continued any loud, unnecessary or unusual noise which disturbs the peace and quiet of any neighborhood or which causes discomfort or annoyance to any reasonable person of normal sensitivity residing in the area, or violates any provision of Chapter 21, of Title 5 of the Fowler Municipal Code.

P. The Owner and Host shall ensure that the occupants of a Short-Term Rental Unit do not create unreasonable noise or disturbances, engage in disorderly conduct, or violate provisions of this Code or any State law pertaining to noise, disorderly conduct, overcrowding, the consumption of alcohol, or the use of illegal drugs. Owners and Hosts are expected to take any measures necessary to abate disturbances, including, but not limited to, directing the Lodgers of a Short-Term Rental Unit to cease the disturbing conduct, calling for law enforcement services or enforcement officers, removing the occupant(s), or taking any other action necessary to immediately abate the disturbance.

Q. The Owner shall post a sign at a conspicuous location within the Short-Term Rental Unit advising Lodgers of all rules and operational standards imposed upon Lodgers under this Section.

R. All Short-Term Rentals shall be subject to the City’s Transient Occupancy Tax, as required by Chapter 6, of Title 3, of the Fowler Municipal Code. The Owner shall also maintain at all times a valid Fowler business license, as required by Chapter 1, of Title 3 of the Fowler Municipal Code.

S. Short-Term Rentals shall not exceed one unit per address in any multiple-family complex comprised of two (2) or more residential units.

T. No person shall operate a Short-Term Rental in violation of the applicable CC&Rs or similar regulations applicable to the Lot.

5-25.04 – Occupancy Limits.

A. No Permittee shall rent to more than six (6) people per Short-Term Rental Booking Transaction.

B. Notwithstanding subdivision A, if the Permittee's Primary Residence is not on the same Lot as the Short-Term Rental, the Permittee shall not rent to more than six (6) people per Lot.

C. If the Short-Term Rental Unit is not the Permittee's Primary Residence, no Permittee shall provide lodging for compensation for more than an aggregate of ninety (90) days in any calendar year.

5-25.05 – Lodger Registration Information.

A. A Permittee shall keep a register that documents the following information:

1. All dates on which the Permittee provided lodging for compensation;
2. The number of Lodgers on each date; and
3. The amount of rent paid by Lodgers for each night of lodging.

B. A Permittee shall maintain this register in a printed format for at least three (3) years and, except as provided in subdivision C below, shall provide the register to the City upon request.

C. For Short-Term Rentals that are not the Primary Residence of the Permittee, the Permittee shall provide an updated copy of the register to the City each January and July, by sending or delivering the register to the City Manager.

5-25.06 – Hosting Platform Responsibilities.

A. No Hosting Platform shall accept a fee for any Booking Transaction unless the Owner or Host has a valid City-issued business license for Short-Term Rentals.

B. A Hosting Platform is, and has the responsibilities of, an operator as provided in Section 3-6.02, subdivision (c), for the limited purposes of collecting the Transient Occupancy Tax for a Booking Transaction and remitting the tax to the City in accordance with Section 3-6.09 and keeping and preserving records for City inspection in accordance with Section 3-6.14.

SECTION 4: Section 6-2.313 of Article 3, of Chapter 2, of Title 6 of the Fowler Municipal Code is hereby added to read as follows:

6-2.313 – Unauthorized Disposal of Solid Waste is Prohibited.

It shall be unlawful for any person to throw or deposit, or cause to be thrown or deposited, any solid waste in or upon any vacant lot, street, alley, gutter, highway, park or other public place or keep any solid waste, except in the manner prescribed by Chapter 2 of Title 6 of the Fowler Municipal Code.

SECTION 5: Section 8-2.01 of Chapter 8-2, Section 8-3.01 of Chapter 8-3, Section 8-7.01 of Chapter 8-7, Section 8-9.01 of Chapter 8-9, and Section 8-10.01 of Chapter 8-10, of Title 8 of the Fowler Municipal Code are hereby amended to read as follows:

8-2.01 – Adoption of the National Electrical Code.

~~The purpose for adopting this code is the practical safeguarding of persons and property from hazards arising from the use of electricity, installation of electrical conductors and equipment with or on public and private buildings and structures within the City of Fowler, as provided for in the 1993 Edition of the National Electrical Code as published by the National Fire Protection Association, three (3) copies of which are kept on file in the office of the City Clerk, one of which may be kept in the office of the Building Official.~~

For the purpose of regulating electrical systems, the 2022 California Electrical Code (CEC) promulgated by the California Building Standards Commission, which incorporates the adoption of the 2020 edition of the National Electrical Code, is hereby adopted by reference thereto as if fully set forth in this Chapter, save and except such portions as are deleted, modified, or amended by the provisions of this Chapter. Copies of the 2022 California Electrical Code are on file in the office of the City Clerk and Building Official. Any changes made by the California Building Standards Commission applicable to the City, including new editions, shall be deemed incorporated herein. If any conflicts between this Code and any other City, State or Federal Code should arise, the most restrictive Code providing the highest level of safety as determined by the Building Official shall prevail.

8-3.01 – Adoption of the Uniform Housing Code.

For the purpose of providing minimum requirements and standards for the protection of life, limb, health, property, safety and welfare of the general public, and of the owners and occupants of residential buildings and structures within the City of Fowler, the City adopts the ~~1994~~ 1997 Edition of the Uniform Housing Code as prepared by the International Conference of Building Officials, three (3) copies of which are kept on file in the office of the City Clerk, one of the three (3) copies may be kept on file in the office of the Building Official.

8-7.01 – Adoption of the Uniform Mechanical Code.

~~The City adopts the 1994 Edition of the Uniform Mechanical Code, for the purpose of regulating and controlling the design, construction, quality of materials, erection, installation, alteration, repair, location, relocation, replacement, addition to, use or maintenance of heating, ventilation, cooling, refrigeration systems, incinerators, or other miscellaneous heat-producing appliances in the City of Fowler; providing for the issuance of permits and collection, of fees, three copies of which are on file in the office of the City Clerk, one of the three (3) copies may be kept in the office of the Building Official.~~

For the purpose of regulating mechanical systems, the 2022 California Mechanical Code (CMC) promulgated by the California Building Standards Commission, which incorporates the adoption of the 2021 edition of the Uniform Mechanical Code, excluding Table 114.1, is hereby adopted by reference thereto as if fully set forth in this Chapter, save and except for portions as are deleted, modified, or amended by the provisions of this Chapter. Copies of the 2022 California Mechanical Code are on file in the office of the City Clerk and Building Official. Any changes made by the California Building Standards Commission applicable to the City, including new editions, shall be deemed incorporated herein. If any conflicts between this Code and any other City, State or Federal Code should arise, the most restrictive Code providing the highest level of safety as determined by the Building Official shall prevail.

8-9.01 – Adoption of the Uniform Code for the Abatement of Dangerous Buildings.

~~For the purpose of providing a just, equitable and practical method, to be cumulative with and in addition to any other remedy provided by the Uniform Building Code, 1991 Edition, or Uniform Housing Code 1991 Edition, or otherwise available at law, whereby buildings or structures, which from any cause endanger the life, limb, health, morals, property, safety, or welfare of the general public or their occupants, may be required to be repaired, vacated, or demolished, the 1991 Edition of the Uniform Code for the Abatement of Dangerous Buildings, as prepared by the International Conference of Building Officials, three (3) copies of which have been filed for the use and examination of the public in the office of the City Clerk as provided by Section 50022.1, et seq., of the Government Code of the State, is hereby adopted by reference thereto as if fully set forth in this chapter.~~

For the purpose of providing a just, equitable, and practicable method, to be cumulative with and in addition to any other remedy provided by the Uniform Building Code, 1997 Edition, or Uniform Housing Code, 1997 Edition, or otherwise available at law, whereby buildings or structures, which from any cause endanger the life, limb, health, morals, property, safety, or welfare of the general public or their occupants, may be required to be repaired, vacated, or demolished, the 1997 Edition of the Uniform Code for the Abatement of Dangerous Buildings, as prepared by the International Conference of Building Officials, three (3) copies of which have been filed for use and examination by the public in the office of the City Clerk as provided by Section 50022.1 et seq. of the

Government Code of the State, is hereby adopted by reference thereto as if fully set forth in this chapter.

8-10.01 – Adoption of the Uniform Administrative Code.

~~For the purpose of regulating the erection, construction, enlargement, alteration, repair, moving, removal, conversion, demolition, occupancy, equipment, use height area, and maintenance of all buildings and structures and equipment as therefor in the City of Fowler, and providing for the issuance of permits and the collection of fees therefor, the City adopts the 1994 edition of the Uniform Administrative Code and all appendix, as prepared by the International Conference of Building Officials, three (3) copies of which are on file in the office of the City Clerk, one of the three (3) copies may be kept on file in the office of the Building Official.~~

For the purpose of regulating mechanical systems, the 2022 California Administrative Code promulgated by the California Building Standards Commission, is hereby adopted by reference thereto as if fully set forth in this Chapter, save and except for portions as are deleted, modified, or amended by the provisions of this Chapter. Copies of the 2022 California Administrative Code are on file in the office of the City Clerk and Building Official. Any changes made by the California Building Standards Commission applicable to the City, including new editions, shall be deemed incorporated herein. If any conflicts between this Code and any other City, State or Federal Code should arise, the most restrictive Code providing the highest level of safety as determined by the Building Official shall prevail.

SECTION 6: Severability Clause.

If any section, subsection, sentence, clause, or phrase of this Ordinance is for any reason held by a court of competent jurisdiction to be invalid, such a decision shall not affect the validity of the remaining portions of this Ordinance. The City Council of the City of Fowler hereby declares that it would have passed this Ordinance and each section, subsection, sentence, clause, or phrase thereof, irrespective of the fact any one or more sections, subsections, clauses, or phrases be declared invalid.

SECTION 7. This Ordinance shall take effect thirty (30) days after its adoption.

SECTION 8. 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 March 21, 2023, and was adopted at a regular meeting of said Council held on April 18, 2023, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

APPROVED:

Daniel T. Parra, Mayor

ATTEST:

Angela Vasquez, City Clerk



CITY COUNCIL OF THE CITY OF FOWLER

ITEM NO: 6-G

REPORT TO THE CITY COUNCIL

April 18, 2023

FROM WILMA TUCKER, City Manager

SUBJECT

Actions pertaining to the sale of two fire apparatuses

- APPROVE an Agreement for the sale of two fire apparatuses to North Central Fire Protection District in the amount of \$686,634
- APPROVE Resolution No. 2637 amending the 2022-23 Adopted Budget in the amount of \$686,634

RECOMMENDATION

Approve an agreement and related Budget Amendment No. 2637 for the sale of two fire apparatuses to North Central Fire Protection District in the amount of \$686,634.

BACKGROUND

On April 20, 2021, City Council Resolution No. 2500 authorized the purchase of two new fire engines, a 2022 Fast Attack/Type 6 Wildland Fire Apparatus and a 2019 Freightliner Fire Engine Water Tender for the City's former volunteer Fire Department. The final cost of the two engines, including change orders that Council approved on September 20, 2022, totaled \$624,213.62. A lease-purchase financing agreement with Leasing 2, Inc. was approved to finance \$610,419.55 of the total purchase price. The terms of the ten-year leasing agreement included a 3% interest rate with annual payments of \$80,759.52 commencing in April 2023 for a total price of \$726,835.68.

On July 19, 2022, City Council approved an agreement with Fresno County Fire Protection District to provide all fire protection services for the City of Fowler. That agreement commenced on July 21, 2022, thus eliminating the need for the former volunteers and the City's recently purchased fire apparatuses.

During the February 7, 2023, City Council meeting, staff presented a Fire Engine Workshop to Council outlining the condition of each of the City owned apparatuses and included the terms of the leasing agreement for the new apparatuses. Council directed staff to explore selling the two new apparatuses and directed staff to continue to maintain the older apparatuses owned by the City.

Staff worked with Chief Michael Despain to explore potential buyers for the two apparatuses and in March of 2023 staff received an offer from North Central Fire Protection District for \$686,634 for both apparatuses, including the equipment that was assigned to the 2019 Water Tender. Staff estimates that equipment on the 2019 Water Tender has a value of approximately \$24,000, with the majority of the equipment having a shelf life. Staff presented the offer to City Council at their March 21, 2023, meeting and Council directed staff to negotiate the terms of a purchase and sale agreement with North Central Fire Protection District. The Fire Vehicle and Equipment Purchase and Sale Agreement with North Central Fire Protection District is attached for reference and includes a schedule of all equipment included in the sale.

ENVIRONMENTAL REVIEW

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

FISCAL IMPACT

The City made its first lease payment to Leasing 2, Inc., earlier this month in the amount of \$80,759.52. Proceeds of the sale will be used to pay off the remaining principal balance with Leasing 2, Inc. Remaining proceeds will be deposited in the City's Utility Users Tax Fund. Staff estimates a savings of over \$75,000 in interest payments over the life of the lease.

CONFLICT OF INTEREST

Staff is not aware of any conflicts of interest.

Attachments

- Agreement
- Resolution No. 2637 and Attachment A

FIRE VEHICLE AND EQUIPMENT PURCHASE AND SALE AGREEMENT

This Fire Vehicle and Equipment Purchase and Sale Agreement ("Agreement") is made and entered into on April __, 2023 ("Effective Date") between the City of Fowler, a California municipal corporation ("Seller"), and the North Central Fire Protection District, a California fire protection district ("Buyer"), with respect to the following Recitals, which are a substantive part of this Agreement. Seller and Buyer may individually be referred to herein as a "Party" and collectively referred to herein as the "Parties."

RECITALS

- A. Seller owns one (1) 2022 Fast Attack/Type 6 Wildland Fire Apparatus, one (1) 2019 Freightliner Fire Engine Water Tender equipped with various fire apparatus and equipment, and both vehicles and the related fire apparatus and equipment are described on Schedule A, attached hereto and incorporated by reference. Both vehicles and all the related fire equipment listed on the attached Schedule A are hereinafter collectively referred to in this Agreement as the "Equipment".
- B. Seller has ceased operation as a volunteer fire department and has no current use for the Equipment.
- C. Seller desires to sell and Buyer desires to purchase the Equipment.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows.

AGREEMENT

1. **Purchase and Sale.** Seller hereby sells the Equipment, as described in Schedule A, to Buyer for the total purchase price of SIX HUNDRED EIGHTY-SIX THOUSAND SIX HUNDRED THIRTY-FOUR DOLLARS (\$686,634.00) ("Purchase Price"). The Purchase Price is allocated as follows: \$434,491.00 for the 2019 Freightliner Fire Engine Water Tender and related apparatus and equipment, and \$252,143 for the 2022 Fast Attack/Type 6 Wildland Fire Apparatus and related apparatus and equipment. Payment of the Purchase Price shall be made to Seller in full, in one lump-sum payment, by check made payable to Seller within five (5) days of the approval by Seller's City Council of the transaction described in this Agreement. Buyer's Board of Directors approved the transaction described in this Agreement during a duly held and publicly noticed meeting on March 23, 2023.
2. **Delivery of Equipment and Transfer of Title.** Seller shall convey to Buyer good and marketable title to the Equipment, free and clear of all liens and encumbrances, except as otherwise expressly provided in this Agreement. Delivery of the Equipment from Seller to Buyer shall take place within five (5) days of Seller's confirmation that the Purchase Price has been deposited and the funds have posted to Seller's bank account. Said delivery of the Equipment shall be at a time and place mutually agreed upon by the Parties. This Agreement shall serve as a bill of sale conveying the Equipment to Buyer, and Seller and Buyer shall complete and exchange any paperwork required by the State of California to transfer title to the vehicles.

3. Condition of Equipment.

(a) Representations. Seller represents to Buyer that Seller is the legal and beneficial owner of the Equipment and has the right and authority to sell it, and that Seller has not entered into any agreements or commitments that would prevent it from conveying the Equipment to Buyer as contemplated by this Agreement. Seller further represents to Buyer that, to Seller's knowledge, without any duty to further investigate, the Equipment is in good working order and Seller is unaware of any latent defects to the Equipment.

(b) Inspection. Except as provided in Section 3(a), Buyer has had an opportunity to inspect the Equipment and acknowledges that it is purchasing the Equipment "as is," "where is," and "with all faults."

If any repairs, modifications, or upgrades ("Repairs") to the Equipment are required for Buyer's intended use, all Repairs shall be at Buyer's sole cost and expense. Buyer may not rely upon any verbal representations from Seller, or any official or employee of Seller, regarding condition of the Equipment.

Except as provided in Section 3(a), Buyer accepts the Equipment in its present condition, and Seller makes no representations or warranties, express or implied, with respect to the condition or fitness of the Equipment for any particular purpose or intended use.

THERE ARE NO EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO MERCHANTABILITY, SUITABILITY, FITNESS FOR PURPOSE, OR OTHERWISE CONCERNING THE EQUIPMENT, INCLUDING ALL FIRE APPARATUS, VEHICLES, PARTS, OR ACCESSORIES THEREON.

4. Risk of Loss. The risk of loss or damage to the Equipment shall remain with Seller until delivery of the Equipment to Buyer as provided in Section 2, at which time the risk of loss or damage shall pass to Buyer.

5. Indemnification. Buyer shall indemnify, defend, and hold harmless Seller from and against any and all claims, losses, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or in connection with the use or operation of the Equipment by Buyer or its agents, employees, or contractors after the delivery of the Equipment to Buyer as provided in Section 2, or any breach of this Agreement by Buyer. Conversely, Seller shall indemnify, defend, and hold harmless Buyer from and against any and all claims, losses, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or in connection with the use or operation of the Equipment by Seller or its agents, employees, or contractors prior the delivery of the Equipment to Buyer, as provided in Section 2, any breach of this Agreement by Seller, or any breach by Seller of the representations described in Section 3(a) .

6. Governing Law; Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of California. In the event of any dispute arising out of or in connection with this Agreement, venue shall be with the appropriate state or federal court serving Fresno County.

7. Entire Agreement. This Agreement constitutes the entire agreement between the Parties and supersedes all prior negotiations, understandings, and agreements between the Parties, whether written or oral, relating to the subject matter hereof.
8. Counterparts; Digital Signature. This Agreement may be executed in any number of counterparts, all of which, taken together, shall constitute the same instrument. A copy, original or facsimile with all signatures appended together shall be deemed a fully executed Agreement. A digital signature meeting the requirements of California Government Code section 16.5 shall also constitute an original signature for purposes of execution.
9. Binding Effect. This Agreement is binding upon the heirs, successors, and assigns of the Parties.
10. No Assignment Without Written Consent. This Agreement may not be assigned by the Seller except with the express written consent of Buyer.
11. Partial Invalidity; Severability. If any term or provision of this Agreement shall, to any extent, be held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining terms and provisions of the Agreement shall continue in effect.
12. Amendments. This Agreement may only be amended, modified, changed, or supplemented by a written instrument signed by both Parties.
13. Interpretation. The language of all parts of this Agreement shall, in all cases, be construed as a whole, according to its fair meaning, and not strictly for or against either Party.
14. Authority to Execute. Each person executing this Agreement warrants that the Agreement has been duly authorized and approved by their respective governing body, that he or she is legally authorized to execute this Agreement on behalf of the designated entity, and that such execution shall bind the entity to the terms and conditions of this Agreement.
15. Notices. Any notice, request, demand, or other communication required or permitted to be made under this Agreement shall be in writing and shall be delivered personally, by facsimile, electronic mail, or by a nationally recognized overnight courier service which provides written proof of delivery (such as UPS or Federal Express). Any such notice shall be deemed given when so delivered personally, or if delivered by facsimile or electronic mail shall be effective upon confirmation of receipt, and any notice sent by a nationally recognized overnight courier shall be effective on the date of delivery to the Party at its address specified below as set forth in the courier's delivery receipt. Either Party may, by notice to the other from time to time in the manner herein provided, specify a different address for notice purposes.

If to Seller: CITY OF FOWLER
Attn: Wilma Tucker, City Manager
128 South 5th Street
Fowler, CA 93625
wtucker@ci.fowler.ca.us

If to Buyer: NORTH CENTRAL FIRE PROTECTION DISTRICT
Attn: Shannon Schroth, General Manager
15850 West Kearney Boulevard
Kerman, CA 93630
Shannon.schroth@northcentralfire.org


16. Waiver. Waiver by either Party of any breach by the other Party of any provision of this Agreement shall not be deemed an ongoing waiver of a subsequent breach of the same provision or a waiver of a breach of any other provision of this Agreement.

17. Transfer Taxes. To the extent that any sales, use, value-added, gross receipts, excise, registration, stamp duty, transfer or other similar taxes or governmental fees (including any interest or penalties related thereto) are incurred in connection with the sale or purchase of the Equipment ("Transfer Taxes"), Buyer shall be responsible for and shall pay such Transfer Taxes when due. To the extent that a Party is required by law to file a Tax Return with respect to such Transfer Taxes, such Party shall do so within the period prescribed by law. To the extent that Seller provides Buyer with evidence that it was required by law to pay any such Transfer Taxes, and has in fact paid such Transfer Taxes, Buyer shall promptly reimburse the Seller for payment of any such Transfer Taxes.

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

NORTH CENTRAL FIRE PROTECTION
DISTRICT

CITY OF FOWLER


Shannon Schroth, General Manager

Wilma Tucker, City Manager

Date: 04/12/2023

Date: _____

ATTEST:

Angela Vazquez, City Clerk

APPROVED AS TO FORM

Scott Cross, City Attorney

Schedule "A"

Vehicles:

1. 2022 Fast Attack, Type 6, Wildland Fire Apparatus, VIN [1FD0X5HT8NED43524].
2. 2019 Freightliner Fire Engine Water Tender, VIN [3ALACYFE2LDLX5336], equipped with the following fire apparatus and equipment

Apparatus Equipment Inventory:

- | | |
|---|--|
| 1- 14ft Attic Ladder | 1- Hydrant bag |
| 1- 24 ft. extension ladder | 1- Holmatro power plant |
| 2- Hard Suction hoses | 1- Holmatro generator |
| 1- Strainer | 1- Combi tool/spreader |
| 1-Scene light | 1- Cutter Tool |
| 1-box of foldable traffic triangles | 2- 5 gal. gas cans |
| 2-ABC Extinguishers | 1- Trash pump |
| 3-Traffic vests | 1- Deck gun |
| 1-2.5" Siamese valve | 2- Rouge 7' hot shot hoes |
| 1- roll of caution tape | 10- Road flares |
| 1-roll of "do not enter" tape | 1- small and large hebert clamp |
| 1-wildland hose clamp | 1- Husqvarna Chainsaw |
| 1- rubber mallet | 1- Carry All |
| 3-1" wildland nozzles | 2- Wildland packs with 200' 1.5" and 100' 1" hose each |
| 1- 2.5"—1.5" gated wye | 1- 2.5" to 1.5" gated wye |
| 2- spanner wrenches | 1- 2.5" to 1.5" reducer for Apartment hose bundle |
| 1- 2.5" bale shutoff | 1- McLeod |
| 1- 2.5" discharge cap | 2- Pulaski |
| 1- 1.5" wildland Tee | 1- square shovel |
| 2- sprinkler clamps | 3- wildland web gear with fire shelters |
| 2- 4.5" double male | 1- bent shovel |
| 1- 4.5" male to 2.5" male | 1- spade shovel |
| 1- 4.5" double female | 1- 10 lb. sledge hammer |
| 3- 2.5" double male | 1- 3 lb. sledge hammer |
| 2- 2.5" double female | 1- stack of tips for deck gun |
| 4- 2.5" to 1.5" female to male reducer | 1-2.5" to 1.5" gated wye |
| 2- 2.5" to ¾" female to male NP reducer | 1 – mobile attack line (rear compartment) |
| 1- 1" female np to 1.5" male NH | 2- 1.5" wildland T's |
| 1- 1.5" female NH to 1" male NP | 2- 1.5" to 1" reducer (wildland) |
| 1- 1" female NP to 1" male NH | • 500 ft. 2.5-inch hose (read hose bed) |
| 1- 1"NP to ¾" NH | • 200 ft. of 1 ¾ hose (hose bed behind cab) |
| 1- 1.5" female to ¾" male NP | |
| 1- 25' 4" supply hose (engineer comp) | |
| 1- toolbox | |
| 1-Hydrant wrench | 2- 1 ¾ hose bundles (In rear hose bed) |
| 1- bolt cutters 18" | 2- Rolls of 1 ¾ inch hose (in rear hose bed) |
| 1- Haligan bar (pro bar) | 1- 50ft. section of 1 ¾ hose (front bumper) |

- 1- flat head axe
- 1- pick head axe
- 1- Wildland tool, bear paw
- 1- 6ft pike pole
- 2- Standard pike poles

- 1- 200 ft. section of 1 ½ inch hose (Front bumper)
- 1- 100 ft. 1 ½ right side pump panel
- 8- 30 min. MSA, SCBA bottles

On Rack in station:

- 4 sections of rolled of 1 ¾ inch hose
- 5 sections of rolled 1 ½ inch hose

RESOLUTION NO. 2637

**A RESOLUTION OF THE COUNCIL OF THE CITY OF FOWLER
APPROVING AND ADOPTING BUDGET AMENDMENTS FOR SALE OF TWO FIRE
APPARATUSES FOR FISCAL YEAR 2022/2023**

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

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

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

WHEREAS, the budget amendment attached hereto as Attachment A specifies the proposed budget amendments for the sale of the two fire apparatuses to the Utility Users Tax Fund.

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

PASSED, APPROVED AND ADOPTED this 18th day of April 2023, at a regular meeting of the Fowler City Council by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

APPROVED:

Daniel T. Parra, Mayor

ATTEST:

Angela Vasquez, City Clerk

Attachment A



REQUEST FOR BUDGET AMENDMENT

Resolution 2637

Requested by: Margarita Moreno			
Account Numbers:		Fund Name Description	
Revenues:		Increase	Decrease
200-3712	Sale of Property	\$686,634	
Appropriations:			
2030-5805	Lease Principal Payment	\$578,662.76	

Reason(s) for Budget Amendment:

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

- To estimate revenues for the sale of two fire apparatuses in the amount of \$686,634 and appropriate the lease payoff Principal and Interest of \$578,662.76.

Department Director _____ Date _____

Approval Required Budget Amendment:

Finance Director _____ Date _____

Signature

City Manager _____ Date _____

Signature

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



CITY COUNCIL OF THE CITY OF FOWLER

ITEM NO: 6-H

REPORT TO THE CITY COUNCIL

April 18, 2023

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

SUBJECT

APPROVE Resolution No. 2638, A Resolution of the City Council of the City of Fowler to Oppose Initiative 21-0042A1

RECOMMENDATION

Staff recommend the City Council take the above action.

BACKGROUND

The Taxpayer Protection and Government Accountability Act would amend the California Constitution with provisions that limit voters' authority and input, adopt new and stricter rules for raising taxes and fees, and may make it more difficult to impose fines and penalties for violation of state and local laws. The measure puts billions of local government tax and fee revenues at risk statewide with related core public service impacts.

The measure would have significant negative impacts on City operations and core service delivery.

The proposed constitutional initiative is sponsored by the California Business Roundtable.

On Jan. 4, 2022, the California Business Roundtable filed the "Taxpayer Protection and Government Accountability Act" or AG# 21-0042A1. On Feb. 1, 2023, the measure qualified for the November 2024 ballot.

The League of California Cities, along with a broad coalition of local governments, labor and public safety leaders, infrastructure advocates, and businesses, strongly opposes this initiative.

Local government revenue-raising authority is currently substantially restricted by state statute and constitutional provisions, including the voter approved provisions of Proposition 13 of 1978, Proposition 218 of 1996, and Proposition 26 of 2010. The Taxpayer Protection and Government Accountability Act adds and expands restrictions on voters and local government tax and fee authority.

Fees and Taxes

Local governments levy a variety of fees and other charges to provide core public services.

Major examples of affected fees and charges are:

- Nuisance abatement charges, such as for weed, rubbish, and general nuisance abatement to fund community safety, code enforcement, and neighborhood cleanup programs.
- Commercial franchise fees.
- Emergency response fees, such as in connection with DUI.
- Advanced Life Support (ALS) transport charges.
- Document processing and duplication fees.
- Transit fees, tolls, parking fees, and public airport and harbor use fees.
- Facility use charges, fees for parks and recreation services, garbage disposal tipping fees.

Virtually every city, county, and special district must regularly (e.g., annually) adopt increases to fee rates and charges and revise rate schedules to accommodate new users and activities. Most of these would be subject to new standards and limitations under threat of legal challenge. Based on the current volume of fees and charges imposed by local agencies, including council-adopted increases to simply accommodate inflation, Cal Cities estimates the amount of local government fee and charge revenue at risk is approximately \$2 billion per year including those adopted since Jan. 1, 2022. Over ten years, \$20 billion of local government fee and charge revenues will be at heightened legal peril.

Fines and Penalties

Under existing law, cities are required to provide due process before imposing a penalty or fine for violation of its municipal code:

1. A local agency must adopt administrative procedures that govern imposing fines and penalties, including providing a reasonable period of time for a person responsible for a continuing violation to correct or remedy the violation [Gov't Code 53069.4].
2. Notice must be given to the violating party before imposing the penalty; and give the party an opportunity to be heard and present any facts or arguments [*Merco Construction Engineers v. Los Angeles Unified School District* (1969) 274 CA 2d 154, 166].
3. The fine may not be "excessive" [U.S. Constitution amendments VIII and XIV].

The initiative converts administratively-imposed fines and penalties into taxes unless a new, undefined, and ambiguous "adjudicatory due process" is followed. This provision may put at risk authority to impose fines and penalties for violations of state and local law.

ENVIRONMENTAL REVIEW

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

FISCAL IMPACT

The Taxpayer Protection and Government Accountability Act will take billions of dollars away from local government services statewide.

CONFLICT OF INTEREST

Staff is not aware of any conflicts of interest.

Attachments

- Resolution No. 2638

RESOLUTION NO. 2638

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FOWLER
TO OPPOSE INITIATIVE 21-0042A1**

WHEREAS, an association representing California's wealthiest corporations and developers is spending millions to push a deceptive proposition aimed for the November 2024 statewide ballot; and

WHEREAS, the measure includes undemocratic provisions that would make it more difficult for local voters to pass measures needed to fund local services and infrastructure, and would limit voter input by prohibiting local advisory measures where voters provide direction on how they want their local tax dollars spent; and

WHEREAS, the measure creates new constitutional loopholes that allow corporations to pay far less than their fair share for the impacts they have on our communities, including local infrastructure and our environment; and

WHEREAS, the measure may make it much more difficult for state and local regulators to issue fines and levies on corporations that violate laws intended to protect our environment, public health and safety, and our neighborhoods; and

WHEREAS, the measure puts billions of dollars currently dedicated to local services at risk and could force cuts to fire and emergency response, law enforcement, public health, parks, libraries, affordable housing, services to support homeless residents, mental health services, and more; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Fowler opposes Initiative 21-0042A1;

BE IT FURTHER RESOLVED, that the City of Fowler will join the No on Initiative 21-0042A1 coalition, a growing coalition of public safety, education, labor, local government, and infrastructure groups throughout the state.

PASSED, APPROVED AND ADOPTED this 18th day of April 2023, at a regular meeting of the Fowler City Council by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

APPROVED:

Daniel T. Parra, Mayor

ATTEST:

Angela Vasquez, City Clerk



CITY COUNCIL OF THE CITY OF FOWLER

ITEM NO: 6-I

REPORT TO THE CITY COUNCIL

April 18, 2023

FROM DARIO DOMINGUEZ, Public Works Director

SUBJECT

APPROVE a First Amendment to the City's Agreement with Provost & Pritchard Consulting Group for Professional Engineering Services for the 1,2,3-Trichloropropane (TCP) treatment plant design at Well 7 in the amount of \$13,000 to add environmental document preparation, and design of an access road to the plant.

RECOMMENDATION

Staff recommend the City Council take the above action.

BACKGROUND

On August 15, 2018, the City of Fowler received Compliance Order No. 03_23_18R_026; 1,2,3 Trichloropropane (1,2,3-TCP) Maximum Contaminant Level Violation from the State Water Resources Control Board. The Compliance Order stated 1,2,3 Trichloropropane levels in Well 7 effluent exceeded the State's Maximum Contaminant Level (MCL) and mandated system improvements be made to correct the water quality deficiencies by August 31, 2021. The State Water Resources Control Board granted the City an extension to December 31, 2023 to complete the installation of the necessary treatment facilities for Well 7.

On May 4, 2021, The City Council approved an agreement with Provost & Pritchard Consulting Group to provide professional engineering services for the Well 7 TCP Treatment Project in the amount of \$269,000. The treatment facility and site design are at 90% completion, but the project has two additional items that need to be included in the project scope.

This First Amendment will authorize Provost & Pritchard to prepare a Notice of Exemption for California Environmental Quality Act (CEQA) compliance, and authorize the design and inclusion of an access road to facilitate the operation, maintenance, and resupply of the TCP treatment facility to the construction documents.

ENVIRONMENTAL REVIEW

A notice of exemption will be prepared and filed with the State Clearinghouse.

FISCAL IMPACT

The First Amendment would result in an additional \$13,000 for the added items of the project scope. This project is funded with TCP settlement funds which have been designated for use in providing water system improvements necessary to treat and remediate the water quality deficiencies caused by 1,2,3 TCP.

CONFLICT OF INTEREST

Staff is not aware of any conflicts of interest.

Attachments

- First Amendment to the Agreement
- Exhibit A to the First Amendment
- Consultant Services Agreement (May 4, 2021)

**FIRST AMENDMENT TO THE CONSULTANT SERVICES AGREEMENT FOR
ENGINEERING DESIGN SERVICES FOR 1,2,3-TRICHLOROPROPANE TREATMENT AT
THE CITY OF FOWLER WELL 7 DATED MAY 4, 2021, BETWEEN THE CITY OF FOWLER
AND PROVOST & PRITCHARD CONSULTING GROUP**

- A. The City of Fowler ("City") desires modifications to the services beyond the scope of the Consultant Services Agreement for Engineering Design Services for 1,2,3-Trichloropropane Treatment at the City of Fowler Well 7, dated May 4, 2021 ("Agreement").
- B. The total amount to be paid by the City to Provost & Pritchard Consulting Group as stated on Page 6 of the Agreement is currently listed as Two Hundred and Sixty-Nine Thousand Dollars (\$269,000). The total amount to be paid pursuant to the Agreement is hereby revised to an amount not to exceed Two Hundred and Eighty-Two Thousand Dollars (\$282,000).
- C. An additional scope of work as further described in **EXHIBIT A**, authorizes Provost & Pritchard Consulting Group to prepare a Notice of Exemption for compliance with the California Environmental Quality Act, and authorizes the design and inclusion of an access road to the construction documents. **EXHIBIT A** shall become a substantive part of the Agreement.
- D. All other terms and conditions remain unchanged. It is the intention of the parties that except for the changes explicitly listed above, all other terms and conditions of the Agreement and any other Exhibits, Attachments or Addenda thereto shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have entered into this First Amendment on April 18, 2023.

**PROVOST & PRITCHARD ENGINEERING
GROUP, INC. DBA PROVOST &
PRITCHARD CONSULTING GROUP**

CITY OF FOWLER

Keith Mortensen
Director of Operations

Wilma Tucker
City Manager

Date: _____

Date: _____

455 West Fir Avenue
Clovis, CA 93611
(559) 449-2700

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



455 W Fir Avenue
 Clovis, CA 93611-0242
 Tel: (559) 449-2700
 Fax: (559) 449-2715
www.provostandpritchard.com

October 20, 2022

David Peters, PE
 City Engineer
 City of Fowler
 128 S. 5th Street
 Fowler, CA 93625

RE: Additional Phase Amendment for 1,2,3-Trichloropropane (TCP) Treatment at the City of Fowler Well 7 Project

Dear Mr. Peters:

CEQA compliance is needed for the construction of the TCP water treatment equipment and facilities at the existing Well 7 site. Based on the site being approximately 36,000 square feet and the pipeline length being approximately 570 square feet it is assumed a Notice of Exemption (NOE) Class 3 Exemption 15303 (new construction of small structures and utility extensions) would be the appropriate level of CEQA documentation for this Project.

A proposed scope of work is submitted for Provost & Pritchard Consulting Group to incorporate these changes.

Job Name, Job No. 2619-21012, Phase ENV

This is an addendum to the previously approved Provost & Pritchard Consulting Group proposal and consulting service agreement, with project number referenced above.

The signature below hereby authorizes Phase ENV and the performance of the following tasks for a lump sum budget of \$1,000.

Tasks:

1. Prepare an NOE for the construction of the TCP treatment equipment for the existing Well 7 site.
2. File the NOE with Fresno County and the State Clearinghouse.
3. Phase management and administration.

Additional Provost & Pritchard Services

Provost & Pritchard offers a full range of consulting services to our clients. Any item from the following list of services can be added to our contract upon your prior approval.

This addendum is only pertaining to the NOE and does not include the following:

- Preparation of an Initial Study or any other form of CEQA documentation.
- Biological or Cultural field studies or desktop surveys.

\\ppeng.com\pzd\data\clients\Fowler_City of-2619\261921012-Treatment at Well 7\000 Project Management\001 Proposal\Phase Amendment CEQA.docx

Please sign, date and return to Keith Mortensen at Provost & Pritchard Consulting Group by emailing kmortensen@ppeng.com.

Client: City of Fowler

Provost & Pritchard Engineering Group,
Inc. dba Provost & Pritchard Consulting
Group

By:

By: 

Name/Title:

Name/Title: Keith Mortensen, Director of
Operations

Date Signed:

Date Signed: October 20, 2022

April 12, 2023

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

RE: Additional Phase Amendment for 1,2,3-Trichloropropane (TCP) Treatment at the City of Fowler Well 7 Project

Dear Mr. Dominguez:

An access road is needed for the operation, maintenance, and resupply of the Well 7 TCP water treatment facility. Currently the 90% construction documents note that the access road to the treatment facility will be designed by others, per previous City direction. However, this proposal amends the project scope to include the design of the access road.

The access road is expected to be surfaced with aggregate base. The road design will be designed with a crown or appropriate cross slope to direct drainage to an appropriate storm drain facility.

The proposed scope of work is submitted for Provost & Pritchard Consulting Group to incorporate this change.

1,2,3-Trichloropropane (TCP) Treatment at the City of Fowler Well 7, Job No. 2619-21-012, Phase RD

This is an addendum to the previously approved Provost & Pritchard Consulting Group proposal and consulting service agreement, with project number referenced above.

The signature below hereby authorizes Phase RD and the performance of the following tasks for a lump sum budget of \$12,000.

Tasks:

1. Obtain additional topographical survey to gather existing elevations and conditions to design the access road from East Adams Ave to East Walter Ave.
2. Prepare geometric and grading design for the TCP treatment facility access road. Up to 3 x plan sheets (1"=20' scale) and 1 x detail sheet will be added to the construction plan set.
3. Phase management and administration.

Please sign, date and return to Keith Mortensen at Provost & Pritchard Consulting Group by emailing kmortensen@ppeng.com.

Client: City of Fowler

Provost & Pritchard Engineering Group,
Inc. dba Provost & Pritchard Consulting
Group

By:

By:



Name/Title:

Name/Title:

Keith Mortensen, Director of
Operations

Date Signed:

Date Signed:

April 12, 2023

3-3-2021

David Peters, PE
City Engineer
City of Fowler
128 S. 5th Street
Fowler, CA 93625

Subject: Proposal for – Engineering Design Services for 1,2,3-Trichloropropane (TCP) Treatment at the City of Fowler Well 7

Dear Mr. Peters:

Thank you for the opportunity to submit this proposal to provide engineering services for the City of Fowler. This proposal discusses our understanding of the project, recommends a scope of services together with associated fees, deliverables and approximate schedules, sets forth our assumptions and discusses other services that may be of interest as the project proceeds.

Project Understanding

In January 2020 Provost & Pritchard prepared a technical memorandum titled "City of Fowler 1,2,3-TCP Mitigation Feasibility Study". The purpose of the study was to recommend an approach to mitigate TCP contamination in five (5) of the City's wells. The study identified improvements required to treat the TCP contaminated wells with granular activated carbon (GAC) adsorption.

The City has asked for asked Provost & Pritchard to provide a scope of work and fee to provide engineering design services for one (1) of the five wells identified in the Feasibility Study (Well 7). In order to treat Well 7 for TCP removal, three (3) pairs of 12-foot diameter GAC vessels will be required. The existing Well 7 parcel is not large enough for construction of the proposed treatment plant and cannot be expanded due to the adjacent residential homes. The City will need to acquire a privately-owned parcel nearby on which to construct the treatment plant, and a transmission pipeline from the existing well site to the treatment plant will need to be designed. Other features of the treatment plant include an at-grade vessel foundation, a backwash reclaim storage tank and pump, a small retention pond, chemical enclosure, and masonry wall. The design services will be completed based on the following task breakdown:

Schematic Design
Construction Documents
Bidding Assistance
Construction Administration

Project Team

Provost & Pritchard staff has more experience solving TCP drinking water contamination problems than any other firm in the nation. For your project we have assembled our most experienced TCP mitigation staff – all located 30 minutes from the City.

Kevin Berryhill, PE – Principal Engineer

Kevin Berryhill is a national leading expert in TCP mitigation and associated GAC design. He has evaluated TCP mitigation alternatives at more water systems and wells than any other engineer in the nation and is frequently sought out to serve as an expert on the subject. Kevin is Provost & Pritchard's principal water treatment practice lead with 25 years of engineering experience.

Keith Mortensen, PE – Project Engineer

Keith Mortensen will serve as project engineer and will assist Kevin in the design. Keith is a principal civil engineer with over 14 years of experience in the design of water treatment and water resource projects. His design experience specializes in water treatment plants, but he also has experience in well installations, chlorination systems, pipelines, pump stations, water storage, and system automation. Keith has assisted Kevin on nearly every water treatment project completed by Provost & Pritchard over the past 5 years and has worked on more than a dozen TCP and GAC design projects.

Scope of Services

Our proposed scope of work for this proposal is segregated into several phases, described below.

Phase SD: Schematic Design Phase

A. PROJECT MANAGEMENT

1. Project management and administration
2. Prepare and maintain workplan and design schedule
3. Attend kick-off meeting with City staff
4. Prepare and submit monthly billing
5. Conduct QA/QC program

B. SURVEYING

1. Conduct right-of-way and boundary research for the well site and treatment site to be acquired by City.
2. Conduct a field survey to locate sufficient monumentation to re-establish the right-of-way and property lines within the project limits
3. Conduct topographic ground surveys within the project limits to create a base map of the existing topography and improvements

C. AGENCY AND UTILITY COORDINATION

1. Utility Notifications – Send utility request letters to utility companies to obtain utility information within the project limits
2. Review Record Information and complete utility base mapping

D. SCHEMATIC DESIGN

1. Prepare a preliminary site plan for the treatment site showing the proposed treatment systems and appurtenances

E. GEOTECHNICAL SERVICES

1. Hire geotechnical subconsultant to conduct exploratory borings, laboratory testing and provide geotechnical engineering report containing findings, conclusions, and recommendations for use in design and preparation of construction specifications

Assumptions:

- a) The project management and programming budget is based on a total design project duration of 6 months.
- b) Sufficient monumentation will be locatable to determine right-of-way and property limits.
- c) The GAC treatment plant will be constructed on a parcel of the farmland adjacent to the well site that the City will acquire.
- d) City will provide record drawings of utilities under their control and/or arrange for potholing to confirm utility locations and depths.

Phase CD: Construction Documents Phase

A. PRELIMINARY PLANS, SPECIFICATIONS, AND COST ESTIMATE

1. Address any remaining comments on the preliminary site plan
2. Prepare (60%) plans for the wellhead treatment construction project, including the following sheets:
 - i. Cover and index (1 sheet)
 - ii. General notes (1 sheet)
 - iii. Legend and abbreviations (1 sheet)
 - iv. Hydraulic profile (1 sheets)
 - v. Horizontal control plan (1 sheet)
 - vi. Demolition plan (2 sheets)
 - vii. Site plan (2 sheets)
 - viii. Grading plan (1 sheet)
 - ix. Site piping plan (2 sheet)
 - x. Transmission pipeline plan & profile (1 sheet)
 - xi. GAC vessel piping plan (1 sheet)
 - xii. Manifold piping details (1 sheet)
 - xiii. Backwash water disposal details (2 sheets)
 - xiv. Chlorination and enclosure details (3 sheets)
 - xv. Miscellaneous details (5 sheets)
 - xvi. Structural details (3 sheets)
 - xvii. Electrical sheets prepared by Provost & Pritchard's electrical engineering subconsultant
3. Prepare preliminary technical specifications in CSI format
4. Prepare itemized estimate of quantities and cost

5. Submit preliminary (60%) plans, specifications and estimate (PS&E) in electronic pdf format
 - i. Schedule and conduct workshop review meeting separately with DDW

Assumptions:

- a) Provost & Pritchard CAD standards and title block will be used for the design of this project
- b) Provost& Pritchard's current CAD version will be used
- c) City boiler plate front-end specifications will be used (if available)

B. PERMITTING ASSISTANCE

1. Coordinate with the State Water Resources Control Board – Division of Drinking Water (DDW) and the Central Valley Regional Water Quality Board regarding the project
2. Prepare and submit Operations Plan to DDW for approval

Assumptions:

- a) City will pay for all permit fees directly
- b) No permits will be required other than those specifically identified above
- c) The City will coordinate with property owners adjacent to the new treatment site regarding aesthetic impacts, and construction activities.
- d) New electrical service will be required for the treatment site

C. DRAFT FINAL (90%) DESIGN

1. 60% submittal review meeting with City
2. Address 60% review comments
3. Prepare draft final plans, including the same sheets listed in the previous phase
4. Prepare draft final technical specifications
5. Incorporate City up-front documents
6. Prepare draft final cost opinions
7. Submit draft final plans, specifications and estimate in electronic pdf format

D. FINAL (100%) PLANS, SPECIFICATIONS, AND ESTIMATES

1. 90% submittal review meeting with City
2. Address draft final review comments
3. Prepare final plans
4. Prepare final technical specifications
5. Prepare final opinion of probable construction costs
6. Submit final plans, specifications, and estimate
7. Submit final construction documents in electronic pdf format

E. BUILDING DEPARTMENT PLAN REVIEW

1. Submit two full-size plan sets and one set of structural calculations for City plan check
2. Complete backcheck process to obtain City approval

Assumptions:

- a) Contractor will prepare and implement Storm Water Pollution Prevention Plan and Dust Control Plan if required

Phase BD: Bidding Assistance Phase

A. BIDDING SERVICES

1. Attend pre-bid conference
2. Assist with the preparation of addenda and clarifications as necessary during the bid period
3. Review bid proposals and provide recommendation for award

Assumptions:

- a) The City will advertise and facilitate the bidding process and Provost & Pritchard will assist

Phase CA: Construction Administration Phase

A. CONSTRUCTION SERVICES

1. Attend pre-construction kickoff meeting
2. Review contractor submittals prior to the start of construction
3. Make periodic site visits while construction is active to observe the progress of work; including a site visit for substantial completion and a final walk-through. A total of four (4) construction administration site visits are included in the scope of services.
4. Assist in response to RFIs (assumed 4 RFI responses)
5. Review the contractor's completion documents. Prepare record drawings based on "as-built" information furnished by the Contractor and City. Provide one electronic copy of reproducible record drawings to City for permanent records.

Assumptions:

- a) A Conditional Use Permit (CUP) will not be required
- b) No flood plain surveys will be required
- c) The City will prepare required environmental permitting and will pay all agency review, permit, and/or utility service application fees
- d) The City's existing SCADA system can support the addition of the instrumentation and controls associated with the GAC plant

Professional Fees

Provost & Pritchard Consulting Group will perform the services in this Project for the fixed fee amount shown below. These services will be invoiced monthly, on a percent-complete basis. Reimbursable Expenses are included in the Fixed Fee amount stated.

Proposed Fee – TCP Design Services	
Phase	Estimated Fee
Phase SD: Schematic Design	\$42,000
Phase CD: Construction Documents	\$175,000
Phase BD: Bidding Assistance	\$10,000
Phase CA: Construction Administration	\$42,000
Total Estimated Fee:	\$269,000

The line items shown above are estimates and are not intended to limit billings for any given Task. Required task effort may vary up or down from the line item estimates shown, however total billings will not exceed the Total shown without additional authorization. If the scope changes materially from that described above, as a result of any agency's decision or because of design changes requested by the Owner, we will prepare a revised estimate of our fees for your approval before we proceed.

Schedule

Provost & Pritchard is prepared to begin immediately upon authorization to proceed. We will work with the City to establish a mutually agreed upon schedule.

Additional Services

The following services are not included in this proposal, however these and others can be provided at additional cost, upon request.

1. Construction Bid Assistance
2. Bid packages for separate procurement of GAC vessels and/or carbon
3. Services associated with land acquisition
4. Applying for plan amendment, rezoning, or code variances
5. Legal descriptions and exhibits
6. Payment of plan check and permit fees
7. Potholing and utility locating services
8. Hydraulic modeling or surge analysis
9. Environmental permitting assistance
10. Construction staking
11. As-built survey
12. Contractor prequalification

13. Construction management and/or inspection
14. Labor compliance assistance
15. Preparation of Dust Control plans or Storm Water Pollution Prevention Plans (SWPPP)
16. Environmental permitting

Terms and Conditions

If this proposal is acceptable, please sign the Consultant Services Agreement, and return a copy to our office. These documents will serve as our Notice to Proceed. This proposal is valid for 30 days from the date above.

Sincerely Yours,
Provost & Pritchard Consulting Group



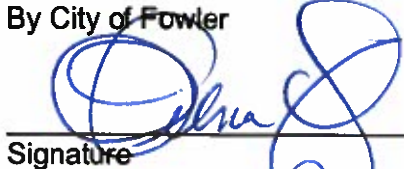
Kevin Berryhill, RCE 70415
Principal Engineer



Keith Mortensen, RCE 75865
Vice President

Terms & Conditions Accepted

By City of Fowler



Signature



Printed Name

City Manager 5/11/21

TITLE

DATE

Signature

Printed Name

TITLE

DATE



286 W. Cromwell Avenue
 Fresno, CA 93711-6162
 (559)449-2700
 FAX (559)449-2715
www.provostandpritchard.com

CONSULTANT SERVICES AGREEMENT

CSA No: **21-73**

Client	<u>City of Fowler</u>	Proposal No.	<u>21-73</u>
Attention	<u>David Peters</u>	Telephone	<u>(559) 299-1544</u>
Bill To	<u>City of Fowler</u>	Fax	
Billing Address	<u>128 S. 5th Street</u>	E-Mail	<u>dpeters@peters-engineering.com</u>
City, Zip Code	<u>Fowler, CA 93625</u>		
	<u>Engineering Design Services for 1,2,3-Trichloropropane (TCP) Treatment at the City of Fowler Well 7</u>		
Project Title		Location	<u>Fowler, CA</u>

Description of Services: Please refer to attached proposal dated March 3, 2021, "Proposal for – Engineering Design Services for 1,2,3-Trichloropropane (TCP) Treatment at the City of Fowler Well 7."

The provisions set forth below and on the following paragraphs 1 through 42 are incorporated into and made a part of this Agreement. In signing, the Client acknowledges that they have read and approved all such terms and hires Provost & Pritchard Engineering Group, Inc., dba Provost & Pritchard Consulting Group, (Consultant) to perform the above-described services.

TERMS AND CONDITIONS

Client and Consultant agree that the following terms and conditions shall be part of this agreement:

1. In providing services under this Agreement, the Consultant shall perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality. The Consultant makes no warranty, express or implied, as to its professional services rendered under this Agreement.
2. Client acknowledges that Consultant is not responsible for the performance of work by third parties including, but not limited to, the construction contractor and its subcontractors.
3. Client agrees that if Client requests services not specified in the scope of services described in this agreement, Client will pay for all such additional services as extra services, in accordance with Consultant's billing rates utilized for this contract.

DOCUMENTS

4. Client acknowledges that all reports, plans, specifications, field data and notes and other documents, including all documents on electronic media, prepared by Consultant (collectively Work Product) are instruments of service which shall remain the property of Consultant and may be used by Consultant without the consent of Client. Consultant shall retain all common law, statutory law and other rights, including copyrights. Consultant grants Client a perpetual, royalty-free fully paid-up, nonexclusive and irrevocable license to copy, reproduce perform, dispose of, use and re-use the Work Product in connection with the Project, in whole or in part, and to authorize others to do so for the benefit of Client. Client acknowledges that its right to utilize Work Product pursuant to this agreement will continue only so long as Client is not in default, pursuant to the terms and conditions of this agreement, and Client has performed all its obligations under this agreement.
5. Client agrees not to reuse Work Product, in whole or in part, for any project other than the project that is the subject of this agreement. Client further agrees to waive all claims against Consultant resulting in any way from any unauthorized changes or unauthorized reuse of the Work Product for any other project by anyone on Client's behalf. Client agrees not to use or permit any other person to use versions

of Work Product which are not final and which are not signed and stamped or sealed by Consultant. Client shall be responsible for any such use of non-final Work Product. Client hereby waives any claim for liability against Consultant for use of non-final Work Product. If a reviewing agency requires that check prints be submitted with a stamp or seal, those shall not be considered final for purposes of this paragraph.

6. In the event Client (1) makes, agrees to, authorizes, or permits changes in Work Product, or (2) makes, agrees to, authorizes, or permits construction of such unauthorized changes, which changes are not consented to in writing by Consultant, or (3) does not follow recommendations prepared by Consultant pursuant to this agreement, resulting in unauthorized changes to the project, Client acknowledges that the unauthorized changes and their effects are not the responsibility of Consultant. Client agrees to release Consultant from all liability arising from such unauthorized changes, and further agrees to defend, indemnify and hold harmless Consultant, its officers, directors, employees and subconsultants from and against all claims, demands, damages or costs, including attorneys' fees, arising from such changes.
7. Under no circumstances shall delivery of Work Product for use by the Client be deemed a sale by the Consultant, and the Consultant makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall the Consultant be liable for indirect or consequential damages as a result of the Client's unauthorized use or reuse of the Work Product.
8. The Client is aware that differences may exist between electronic files delivered and the printed hard-copy construction documents. In the event of a conflict between the signed construction documents prepared by the Consultant and electronic files, the signed sealed hard-copy documents shall govern.

LIMITATIONS

9. Consultant makes no representations concerning soils or geological conditions unless specifically included in writing in this agreement, or by amendments to this agreement. If Consultant recommends that Client retain the services of a Geotechnical Engineer and Client chooses to not do so, Consultant shall not be responsible for any liability that may arise out of the making of or failure to make soils or geological surveys, subsurface soils or geological tests, or general soils or geological testing.
10. Client acknowledges that, unless specifically stated to the contrary in the proposal's description of services to be provided, Consultant's scope of services for this project does not include any services related in any way to asbestos and/or hazardous or toxic materials. Should Consultant or any other party encounter such materials on the job site, or should it in any other way become known that such materials are present or may be present on the job site or any adjacent or nearby areas which may affect Consultant's services, Consultant may, at its option, suspend or terminate work on the project until such time as Client retains a qualified contractor to abate and/or remove the asbestos and/or hazardous or toxic materials and warrant that the job site is free from any hazard which may result from the existence of such materials.

INDEMNIFICATION

11. To the fullest extent allowed by law, Consultant will indemnify and hold harmless, but shall have no duty to defend Client, its officers, directors, employees, and agents (collectively, the "Client Indemnitees") from, for and against any and all claims, demands, damages, losses, expenses, liabilities, and penalties arising out of or relating to the Project, but only to the extent caused by the negligent or other wrongful acts or omissions of Consultant, its subconsultants, or any person or entity for whose acts or omissions any of them are responsible, or by the failure of any such party to perform as required by this Agreement. To the fullest extent allowed by law, Client will indemnify and hold harmless, but shall have no duty to defend Consultant and its officers, directors, employees and agents from, for and against any and all claims, demands, damages, losses, expenses, liabilities and penalties arising out of or relating to the Project, but only to the extent caused by the negligent or other wrongful acts or omissions of Client or any person or entity for whose acts or omissions it is responsible, or by the failure of any such party to perform as required by this Agreement. The obligations and rights of this Section are in addition to other obligations and rights of indemnity provided under this Agreement or applicable law.

FINANCIAL

12. All fees and other charges due Consultant will be billed monthly and shall be due at the time of billing unless specified otherwise in this agreement. If Client fails to pay Consultant within sixty (60) days after invoices are rendered, Consultant shall have the right in its sole discretion to consider such default in

payment a material breach of this entire agreement, and, upon written notice, Consultant's duties, obligations and responsibilities under this agreement may be suspended or terminated for cause pursuant to Sections 26 through 31. In such event, Client shall promptly pay Consultant for all outstanding fees and charges due Consultant at the time of suspension or termination including all costs and expenses incurred in the performance of services up to suspension or termination.

13. Consultant shall not be liable to Client for any costs or damages that may result from the termination or suspension of services under this agreement due to Client's failure to pay Consultant invoices in accordance with the terms of this paragraph. In the event that Consultant agrees to resume terminated or suspended services after receiving full payment of all late invoices, Client agrees that time schedules and fees, as applicable, related to the services will be equitably adjusted to reflect any delays or additional costs caused by the termination or suspension of services.
14. In all cases where the proposal calls for payment of a retainer, that payment shall be made by Client to Consultant prior to commencement of services under this agreement. Upon receipt of retainer payment, the Consultant shall commence services as provided for under this Agreement. Unless otherwise provided for in the project proposal, such retainer shall be held by Consultant throughout the duration of the contract, and shall be applied to the final project invoice, and to any other outstanding AR, including late payment charges, on the project. Any amount of said retainer in excess of the final invoice and other outstanding AR shall be returned to the Client within 30 days of issuance of the final project invoice.
15. Client agrees that all billings from Consultant to Client will be considered correct and binding on Client unless Client, within ten (10) days from the date of receipt of such billing, notifies Consultant in writing of alleged inaccuracies, discrepancies, or errors in billing. In the event of a dispute over any billing or portion of billing, Client agrees to pay the undisputed portion of any billings in accordance with the payment terms set forth in Section 18.
16. Client agrees to pay a monthly late payment charge, which will be the lesser of one and one half percent (1-1/2%) per month or a monthly charge not to exceed the maximum legal rate, which will be applied to any unpaid balance commencing thirty (30) days after the date of the billing. Client acknowledges that payments applied first to unpaid late payment charges and then to unpaid balances of invoices.
17. In the event Consultant's fee schedule changes due to any increase of costs such as the granting of wage increases and/or other employee benefits to field or office employees or any taxes or fees imposed by local, state, or federal government on consultants' fees during the lifetime of this agreement, the new fee schedule shall apply to all subsequent work on time-and-materials contracts.
18. If payment for Consultant's services is to be made on behalf of Client by a third party lender, Client agrees that Consultant shall not be required to indemnify the third party lender, in the form of an endorsement or otherwise, as a condition to receiving payment for services. Client agrees to reimburse Consultant for all collection agency fees, legal fees, court costs, reasonable consultant staff costs and other expenses paid or incurred by Consultant in the event that collection efforts become necessary to enforce payment of any unpaid billings due to Consultant in connection with the services provided in this agreement.

LIMITATION OF LIABILITY

19. **Notwithstanding any other provisions of this Agreement to the contrary, the aggregate liability of the Consultant under this Agreement, whether for breach of contract, tort, strict liability or any other legal theory, will not exceed the total amount of Consultant's compensation for performing services under this Agreement or \$50,000, whichever is greater, however this limitation of Consultant's liability does not apply to third-party claims, or to the Client's reasonable attorneys' fees and expert witnesses' fees and litigation expenses arising out of or related to such third-party claims for which Consultant is liable.**

DISPUTE RESOLUTION

20. In an effort to resolve any conflicts or disputes that arise regarding performance under this agreement by either party, Client and Consultant agree that all such disputes shall be submitted to nonbinding mediation, using a mutually agreed upon mediation services experienced in the resolution of construction disputes. Unless the parties mutually agree otherwise, such mediation shall be a pre-condition to the initiation of any litigation. The parties further agree to include a similar mediation provision in their agreements with other independent contractors and consultants retained for the project and require them to similarly agree to these dispute resolution procedures. This provision shall not be interpreted to restrict the right of either party to file an action in a court of law, in the County of

Fresno, State of California, having appropriate jurisdiction or to preclude or limit the Consultant's right to record, perfect or to enforce any applicable lien or Stop Notice rights.

CONSTRUCTION PROJECTS

21. If the scope of services contained in this agreement does not include construction phase services for this project, Client agrees that such construction phase services will be provided by Client or by others. Client assumes all responsibility for interpretation of the contract documents and for construction observation and supervision and waives any claim against Consultant that may in any way be connected thereto. In addition, Client agrees to indemnify and hold Consultant harmless from any loss, claim, or cost, including reasonable attorneys' fees and costs of defense, arising or resulting from the performance of such services by other persons or entities and from any and all claims arising from the modification, clarification, interpretation, adjustments or changes made to the contract documents to reflect changed field or other conditions, except for claims arising from the negligence or other wrongful acts of Consultant, its employees, its subconsultants, or any other person or entity for which Consultant is responsible.
22. Client agrees to include provisions in its contract with the construction contractor to the effect that in accordance with generally accepted construction practices, the construction contractor will be required to assume sole and complete responsibility for job site conditions during the course of construction of the project, including safety of all persons and property, and that this requirement shall apply continuously and not be limited to normal working hours. Neither the professional activities of Consultant nor the presence of Consultant or its employees or subconsultants at a construction site shall relieve the contractor and its subcontractors of their obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending or coordinating all portions of the work of construction in accordance with the contract documents and applicable health or safety requirements of any regulatory agency or of state law.
23. Client agrees to require its contractor and subcontractors to review the plans, specifications and documents prepared by Consultant prior to the commencement of construction phase work. If the contractor and/or subcontractors believe there are deficiencies, conflicts, errors, omissions, code violations, or other deficiencies in the plans, specifications and documents prepared by Consultant, contractors shall notify Client so those deficiencies may be corrected or otherwise addressed by Consultant prior to the commencement of construction phase work.
24. If, during the construction phase of the project, Client discovers or becomes aware of changed field or other conditions which necessitate clarifications, modifications or other changes to the plans, specifications, estimates or other documents prepared by Consultant, Client agrees to notify Consultant and, at Client's option, retain Consultant to prepare the necessary changes or modifications before construction activities proceed. Further, Client agrees to require a provision in its construction contracts for the project which requires the contractor to promptly notify Client of any changed field or other conditions so that Client may in turn notify Consultant pursuant to the provisions of this paragraph.
25. If, due to the Consultant's error, omission or negligence, a required item or component of the Project is omitted from the Consultant's construction documents, the Consultant shall not be responsible for paying the cost required to add such item or component to the extent that such item or component would have been required and included in the original construction documents. The Consultant will not be responsible for any cost or expense that enhances the value of the Project.

SUSPENSION AND TERMINATION

26. If the Project or the Consultant's services are suspended by the Client for more than thirty (30) consecutive calendar days, the Consultant shall be compensated for all services performed and reimbursable expenses incurred prior to the receipt of notice of suspension. In addition, upon resumption of services, the Client shall compensate the Consultant for expenses incurred as a result of the suspension and resumption of its services, and the Consultant's schedule and fees for the remainder of the Project shall be equitably adjusted.
27. If the Consultant's services are suspended for more than ninety (90) days, consecutive or in the aggregate, the Consultant may terminate this Agreement upon giving not less than five (5) calendar days' written notice to the Client.
28. If the Client is in breach of the payment terms or otherwise is in material breach of this Agreement, the Consultant may suspend performance of services upon five (5) calendar days' notice to the Client. The Consultant shall have no liability to the Client, and the Client agrees to make no claim for any delay or

damage as a result of such suspension caused by any breach of this Agreement by the Client. Upon receipt of payment in full of all outstanding sums due from the Client, or curing of such other breach that caused the Consultant to suspend services, the Consultant shall resume services, and there shall be an equitable adjustment to the remaining project schedule and fees as a result of the suspension.

29. Client acknowledges Consultant has the right to complete all services included in this agreement. In the event this agreement is terminated before the completion of all services, unless Consultant is responsible for such early termination, Client agrees to release Consultant from all liability for services not performed or completed by Consultant and from liability for any third-party reliance, use, interpretation or extrapolation of Consultant's work product. In the event all or any portion of the services by Consultant are suspended, abandoned, or otherwise terminated, Client shall pay Consultant all fees and charges for services provided prior to termination, not to exceed the contract limits specified herein, if any. Client acknowledges if the project services are suspended and restarted, there will be additional charges due to suspension of the services which shall be paid for by Client as extra services pursuant to Section 26. Client acknowledges if project services are terminated for the convenience of Client, Consultant is entitled to reasonable termination costs and expenses, to be paid by Client as extra services pursuant to Section 28.
30. The Client may terminate this Agreement for the Client's convenience and without cause upon giving the Consultant not less than seven (7) calendar days' written notice.
31. In the event of termination of this Agreement by either party, Consultant shall invoice Client for all outstanding services and expenses reasonably incurred by the Consultant in connection with the orderly termination of this Agreement, including but not limited to demobilization, reassignment of personnel, associated overhead costs and all other expenses directly resulting from the termination. The Client shall within thirty (30) calendar days of termination pay the Consultant for all services rendered and all reimbursable costs incurred by the Consultant up to the date of termination, in accordance with the payment provisions of this Agreement.

OTHER

32. This agreement shall be binding upon the heirs, executors, administrators, successors and assigns of Client and Consultant.
33. This agreement shall not be assigned by either Client or Consultant without the prior written consent of the other.
34. Consultant's or Client's waiver of any term, condition or covenant shall not constitute the waiver of any other term, condition or covenant. Consultant's or Client's waiver of any breach of this agreement shall not constitute the waiver of any other breach of the Agreement.
35. Client and Consultant agree that if any term or provision of this Agreement is determined to be illegal, in conflict with any law, void or otherwise unenforceable, and if the essential terms and provisions of this Agreement remain unaffected, then the validity of the remaining terms and provisions will not be affected and the offending provision will be given the fullest meaning and effect allowed by law.
36. This agreement shall be governed by and construed in accordance with the laws of the State of California.
37. Within the limits of the approved scope and fee, Consultant may engage the services of any subconsultants when, in the Consultant's sole opinion, it is appropriate to do so. Such subconsultants may include testing laboratories, geotechnical engineers and other specialized consulting services deemed necessary by the Consultant to carry out the scope of the Consultant's services.
38. Consultant shall be entitled to immediately, and without notice, suspend the performance of any and all of its obligations pursuant to this agreement if Client files a voluntary petition seeking relief under the United States Bankruptcy Code or if there is an involuntary bankruptcy petition filed against Client in the United States Bankruptcy Court, and that petition is not dismissed within fifteen (15) days of its filing. Any suspension of services made pursuant to the provisions of this paragraph shall continue until such time as this agreement has been fully and properly assumed in accordance with the applicable provisions of the United States Bankruptcy Code and in compliance with final order or judgment issued by the Bankruptcy Court.
39. This agreement shall not be construed to alter, affect or waive any design professional's lien, mechanic's lien or stop notice right, which Consultant may have for the performance of services pursuant to this agreement. Client agrees to provide to Consultant the current name and address of the record owner of the property upon which the project is to be located. Client also agrees to provide Consultant with the name and address of any and all lenders who may loan money on the project and who are entitled to receive a preliminary notice.

40. Consultant shall not be liable for damages resulting from the actions or inactions of governmental agencies including, but not limited to, permit processing, environmental impact reports, dedications, general plans and amendments thereto, zoning matters, annexations or consolidations, use or conditional use permits, project or plan approvals, and building permits. Client agrees that it is the responsibility of Client to maintain in good standing all governmental approvals or permits and to timely apply for any necessary extensions thereof.
41. Consultant and Client each agree to waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with paragraphs 26 through 31, except for termination expenses provided for in said paragraph 31. Client further agrees that to the fullest extent permitted by law, Consultant shall not be liable to Client for any special, indirect or consequential damages whatsoever, whether caused by Consultant's negligence, errors, omissions, strict liability, breach of contract, breach of warranty or other cause or causes whatsoever, including but not limited to, loss of use of equipment or facility, and loss of profits or revenue.
42. This Agreement is the entire Agreement between the Client and the Consultant. It supersedes all prior communications, understandings and agreements, whether oral or written. Amendments to this Agreement must be in writing and signed by both the Client and the Consultant.

Client

City of Fowler
Wilma Swan

Provost & Pritchard Engineering Group, Inc.,
dba Provost & Pritchard Consulting Group

By

By

Name/Title

Wilma Swan, City Manager

Name/Title

Keith Mortensen
Keith Mortensen/Vice President
RCE 75865

Date Signed

5/11/21

Date Signed

March 3, 2021



CITY COUNCIL OF THE CITY OF FOWLER

ITEM NO: 6-J

REPORT TO THE CITY COUNCIL

April 18, 2023

FROM DARIO DOMINGUEZ, Public Works Director

SUBJECT

APPROVE Resolution No. 2639 accepting the public improvements related to Tract 6188 upon receipt of the maintenance bond required by the subdivision agreement and direct the City Engineer to file the notice of completion and release the bonds associated with Tract 6188.

RECOMMENDATION

Staff recommend the City Council take the above action.

BACKGROUND

The Tentative Subdivision Map for Marshall Estates (TSM No. 6188) was approved, subject to conditions of approval, by the City Council on May 7, 2019. The final map, accepted by the City Council on April 6, 2021 dedicated public street right-of-way to the City for the purposes of providing public utilities and access to the lots.

The City continues to maintain performance, labor, and material bond securities for TSM No. 6188. These securities are held throughout construction to give the City a means to complete the public improvements should the developer fail to do so for any reason. These public improvements have since been completed and have been approved by the City Engineer. It is now appropriate for the City to formally accept the completion of work and release the developer's bonds.

The project was completed and constructed in accordance with the plans and specifications to the satisfaction of the City Engineer and the Public Works Director. The one-year warranty period will begin upon the filing of the Notice of Completion, which will follow the Council's acceptance of the project.

ENVIRONMENTAL REVIEW

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

FISCAL IMPACT

There will be ongoing maintenance and renewal costs for the completed improvements. These will be offset by the landscape and storm drain maintenance district No. 1 assessments. There will be no direct impact to the General Fund.

CONFLICT OF INTEREST

Councilmembers Hammer, Kazarian, and Parra own property within 1,000 feet of the Tract.

Attachments

- Resolution No. 2639

RESOLUTION NO. 2639

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FOWLER
TO APPROVE AND ACCEPT THE PUBLIC IMPROVEMENTS CONSTRUCTED FOR
TRACT NO. 6188 AND TO AUTHORIZE THE CITY ENGINEER TO RELEASE THE BOND
SECURITIES AND FILE A NOTICE OF COMPLETION**

WHEREAS, Tentative Subdivision Map No. 6188 for Marshall Estates was approved by the City Council with Resolution 2425 on May 7, 2019; and

WHEREAS, the Final Tract Map No. 6188 for the Marshal Estates subdivision was approved by the City Council with Resolution 2497 on April 6, 2021; and

WHEREAS, all work within the public right-of-way and all street improvements required by the conditions of approval of the above tract have been completed by the Owner in accordance with the City of Fowler Standard Drawings, City of Fowler Standard Specifications, the State of California Department of Transportation Standard Specifications, and the approved construction plans as stipulated in the Subdivision Agreements for the tract, and

WHEREAS, all such construction has been approved by the City Engineer and satisfactorily tested by approved testing laboratories; and

WHEREAS, Performance, Labor, and Materials bond securities were furnished to the City in accordance with the Subdivision Agreements for the tract.

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

1. The public improvements constructed for Tract No. 6188 are hereby approved and accepted, and authorization is given to the City Engineer to release the bond securities for said improvements in accordance with the provisions of Government Code section 66499.7.
2. The City Engineer is hereby authorized to file a Notice of Completion for this project with the Fresno County Recorder's Office.

PASSED, APPROVED AND ADOPTED this 18th day of April 2023, at a regular meeting of the Fowler City Council by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

APPROVED:

Daniel T. Parra, Mayor

ATTEST:

Angela Vasquez, Deputy City Clerk



CITY COUNCIL OF THE CITY OF FOWLER

ITEM NO: 6-K

REPORT TO THE CITY COUNCIL

April 18, 2023

FROM MICHAEL S. REID, Chief of Police

SUBJECT

Actions pertaining to the creation of a full-time Community Service Officer:

- APPROVE Position Authorization Resolution No. 2640 for the removal of one Lieutenant Position, and the addition of one Community Service Officer position.
- APPROVE Salary Resolution No. 2641 for the creation of the Community Service Officer range.

RECOMMENDATION

Staff recommend the City Council take the above action.

BACKGROUND

The Council-approved Fiscal Year 2022/2023 Budget for the Fowler Police Department included two part-time Community Service Officers (CSOs) as a means of improving the efficiency of the Department's property and evidence functions, to establish an effective Crime Prevention program, and to improve the Department's community based policing efforts. As a result of the Fiscal Year 2022/2023 budget adoption, two part-time CSOs were hired in August 2022.

The initial task for the new CSOs was to assume the responsibilities for property and evidence within the Department. This included a comprehensive audit and purge of existing property and evidence, consolidating decades of hard copy records, and relocating stored property to a new secure location. In addition, the part-time CSOs were cross-trained to provide back-up front counter duties.

The CSOs have quickly developed community policing and our crime prevention program skills. CSOs established a program to read to and mentor children in our Fowler Schools, acted as crosswalk safety officers to ensure children get to school safely, and had a visible presence at community events such as parades, band reviews, and holiday celebrations.

The CSO program has also evolved into an effective crime prevention program. CSOs are responsible for conducting vacation checks for people away from their homes and contacting our elderly population who may live alone, to check on their safety and health. CSOs re-contact victims of property crimes in our community and conduct safety inspections to reduce the likelihood they will be victims again. The CSOs also publish crime prevention informational bulletins and plan and present crime prevention seminars, such as the one held at the Magnolia Commons.

Although this is a new program for Fowler, there is more the CSO program can do to benefit the community. Working with our Community & Economic Development Director, CSOs have recently assumed additional responsibilities for some code enforcement and animal control calls for service. Both these supplemental roles are a natural fit as the CSOs are already in the field, and it also serves as an important metric for CSO productivity and further enhances the visibility of the CSOs in the community. These additional CSO responsibilities further show the necessity of having a full-time CSO in the Department.

In addition, based on recent management changes in the agency, and the promotion of two Corporals, there is not a current operational need to fill the Lieutenant position. This action does not result in an increase to the total number of authorized positions.

ENVIRONMENTAL REVIEW

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

FISCAL IMPACT

It is anticipated the total benefits-encumbered cost for a CSO is approximately \$66,300 per year. This cost will be offset by salary savings from the eliminated Lieutenant position, which was funded for five months in the Fiscal Year 2022/2023 Budget at \$37,000. In addition, the Department has realized other Fiscal Year 2022/2023 salary savings of approximately \$11,800.

CONFLICT OF INTEREST

Staff is not aware of any conflicts of interest.

Attachments

- Position Authorization Resolution No. 2640 and Exhibit A
- Salary Resolution No. 2641 and Exhibit A

RESOLUTION NO. 2640

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

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

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

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

WHEREAS, the total number of authorized positions shall not increase above the 36 positions previously authorized for Fiscal Year 2022/2023, and the number of persons employed in full-time positions shall not exceed the total number of authorized positions; and

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

PASSED, APPROVED AND ADOPTED this 18th day of April 2023, at a regular meeting of the Fowler City Council by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

APPROVED:

Danial T. Parra, Mayor

ATTEST:

Angela Vasquez, City Clerk

City of Fowler
Position Authorization Resolution
Exhibit A

Classification	FTE	Primary Dept
City Manager	1.0	Administration
City Clerk	1.0	Clerk
Finance Director	1.0	Finance
Accounting Assistant	1.0	Finance
Administrative Assistant	2.0	Finance
Accountant	1.0	Finance
Permit Technician	1.0	Comm Dev
Code Enforcement Officer I	1.0	Comm Dev
Records and Property Technician I	1.0	Police
Community and Economic Development Director	1.0	Comm Dev
Building Official	1.0	Comm Dev
Police Chief	1.0	Police
Police Lieutenant	1.0	Police
Community Service Officer I	1.0	Police
Police Sergeant	2.0	Police
Police Corporal	2.0	Police
Police Officer	6.0	Police
Public Works Director	1.0	PW
Public Works Supervisor	1.0	PW
Maintenance Assistant	3.0	PW
Maintenance Worker	2.0	PW
Senior Maintenance Worker	1.0	PW
Water Operator	1.0	PW
Water Operator II	2.0	PW
Recreation and Senior Center Supervisor	1.0	Senior/Recreation

***Full time positions**

36.0

RESOLUTION NO. 2641

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

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

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

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

1. The Salary Classification Schedule attached hereto as Exhibit “A” is adopted.
2. All prior resolutions concerning compensation of City employees that are in conflict with this Resolution or the attached Salary Classification Schedule are hereby repealed, and this Resolution shall be effective April 18, 2023.

The foregoing Resolution was duly passed, approved, and adopted on the 18th day of April 2023, at a regular meeting of the Fowler City Council by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

APPROVED:

Daniel T. Parra, Mayor

ATTEST:

Angela Vasquez, City Clerk

EXHIBIT A

SALARY CLASSIFICATIONS & CORRESPONDING STEP PER POSITION

FISCAL YEAR 2022-2023

After Classification & Compensation Study

Effective 04/18/2023

Rev 04/18/2023

FULL TIME POSITION/CLASSIFICATION TITLE	MONTHLY PAY					
	STEP A	STEP B	STEP C	STEP D	STEP E	
CITY MANAGER					16,124	*
ASSISTANT CITY MANAGER	9,702	10,188	10,697	11,232	11,793	
CITY CLERK	5,777	6,066	6,369	6,687	7,022	
DEPUTY CITY CLERK/HUMAN RESOURCE OFFICER	5,233	5,495	5,770	6,058	6,361	
ACCOUNTANT	4,403	4,623	4,854	5,097	5,351	Y
ACCOUNTING ASSISTANT	3,274	3,437	3,609	3,790	3,979	
ACCOUNTING TECHNICIAN	3,613	3,794	3,984	4,183	4,392	
ADMINISTRATIVE ASSISTANT	3,613	3,794	3,984	4,183	4,392	
BUILDING INSPECTOR I	3,613	3,794	3,984	4,183	4,392	
BUILDING INSPECTOR II	4,191	4,400	4,620	4,851	5,094	
BUILDING OFFICIAL	5,636	5,918	6,213	6,524	6,850	AA
CODE ENFORCEMENT OFFICER I	3,116	3,272	3,435	3,607	3,787	
CODE ENFORCEMENT OFFICER II	3,613	3,794	3,984	4,183	4,392	
PLANNING & CODE ENFORCEMENT TECHNICIAN I	3,525	3,702	3,887	4,081	4,285	
COMMUNITY AND ECONOMIC DEVELOPMENT DIRECTOR	7,963	8,361	8,779	9,218	9,679	
FINANCE DIRECTOR	8,576	9,004	9,454	9,927	10,424	
FIRE CHIEF	8,366	8,785	9,224	9,685	10,169	
MAINTENANCE ASSISTANT	2,966	3,114	3,270	3,433	3,605	
MAINTENANCE WORKER	3,439	3,611	3,792	3,981	4,181	
SENIOR MAINTENANCE WORKER	3,796	3,986	4,186	4,395	4,615	Y
PERMIT TECHNICIAN	3,525	3,702	3,887	4,081	4,285	
POLICE CHIEF					12,000	*
POLICE CORPORAL	5,364	5,632	5,914	6,210	6,520	
POLICE LIEUTENANT	6,867	7,210	7,570	7,949	8,346	
POLICE OFFICER	4,626	4,857	5,100	5,355	5,622	AA, AA
POLICE OFFICER + 2% POST	4,719	4,954	5,202	5,462	5,734	
POLICE OFFICER + 5% POST	4,857	5,100	5,355	5,623	5,903	
POLICE SERGEANT	5,921	6,217	6,528	6,854	7,197	
POLICE SERGEANT + 2% POST	6,039	6,341	6,659	6,991	7,341	
POLICE SERGEANT + 5% POST	6,217	6,528	6,854	7,197	7,557	AA
PUBLIC WORKS DIRECTOR	7,963	8,361	8,779	9,218	9,679	
PUBLIC WORKS SUPERVISOR	5,636	5,918	6,213	6,524	6,850	
RECORDS AND PROPERTY TECHNICIAN I	2,893	3,038	3,190	3,349	3,517	Y
RECORDS AND PROPERTY TECHNICIAN II	3,355	3,523	3,699	3,884	4,079	
COMMUNITY SERVICE OFFICER	3,355	3,523	3,699	3,884	4,079	
RECREATION AND SENIOR CENTER SUPERVISOR	5,106	5,361	5,629	5,911	6,206	
WATER OPERATOR IN TRAINING	2,893	3,038	3,190	3,349	3,517	Z
WATER OPERATOR I	3,355	3,523	3,699	3,884	4,079	
WATER OPERATOR II	3,704	3,889	4,083	4,288	4,502	Y,Y

*Negotiated by Council approved agreement

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

Y indicates employee with a grandfathered salary above Step E

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



CITY COUNCIL OF THE CITY OF FOWLER

ITEM NO: 8-Aii

REPORT TO THE CITY COUNCIL

April 18, 2023

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

SUBJECT

INTRODUCTION of Ordinance 2023-07 adding Article 6 to Chapter 2 of Title 6 of the Fowler Municipal Code providing regulations relating to the improper collection of solid waste.

RECOMMENDATION

Staff recommend the City Council hear introduction of this item.

BACKGROUND

The City of Fowler currently contracts with a private contractor ("Contract Agent") to provide collection and disposal of solid waste services within the City. Municipal Code Section 6-2.307 provides that this Contract Agent shall have the sole and exclusive right to collect and dispose of all solid waste accumulated within the City.

Recently, City staff have observed several non-Contract Agents providing collection and disposal of solid waste services within the City in violation of the City's Code and contract with its current Contract Agent.

This text amendment adds an additional Article to Chapter 2 of Title 6 which provides for the City's regulations relating to the collection and disposal of solid waste. This text amendment would make it a violation for trash containers to be used in a solid waste collection and disposal operation by a non-Contract Agent. The text amendment creates provisions to issue administrative citations and impound trash containers that are used in violation of the Article.

ENVIRONMENTAL REVIEW

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

FISCAL IMPACT

Staff do not anticipate any significant fiscal impact due to this ordinance amendment. There may be a slight increase in fines paid to the City resulting from enforcing this ordinance amendment.

CONFLICT OF INTEREST

Staff is not aware of any conflicts of interest.

Attachments

- Ordinance 2023-07

ORDINANCE 2023-07

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FOWLER ADDING
ARTICLE 6 TO CHAPTER 2 OF TITLE 6 OF THE FOWLER MUNICIPAL CODE
PROVIDING REGULATIONS RELATING TO THE IMPROPER COLLECTION OF
SOLID WASTE**

WHEREAS, the City of Fowler contracts with a private contractor to provide for collection, transportation and disposal of solid waste services within the City, in accordance with Fowler Municipal Code section 6-2.307;

WHEREAS, the Fowler Municipal Code currently lacks certain necessary enforcement provisions for the improper collection of solid waste by individuals who are not contracted with the City to collect solid waste;

WHEREAS, there are waste haulers unlawfully operating in Fowler that are not a Contract Agent with the City, and a stronger means of enforcement is necessary; and

WHEREAS, the City Council desires to amend the Fowler Municipal Code to include these provisions relating to the regulation of waste haulers who are operating without a contract with the City to do so.

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

SECTION 1: Article 6 is hereby added to Chapter 2 of Title 6 of the Fowler Municipal Code to read as follows:

Article 6 – Improper Collection of Solid Waste

6-2.600 – Findings and Intent.

The improper collection of solid waste and the disposal of recyclable materials in landfills is detrimental to the City’s diversion efforts and quality of life in the City. Therefore, anyone who is not a Contract Agent of the City, as defined by Section 6-2.101, subdivision (a) of this Code (hereinafter referred to in this Article as a “non-Contract Agent”), that provides solid waste collection services in violation of Section 6-2.310 of this Code, constitutes a public nuisance to the City.

6-2.601 – Trash Containers Utilized by a Non-Contract Agent.

- (a) It shall be a violation of this Section for any person or business to utilize a trash container or containers determined to be used in a solid waste collection and transportation operation by a non-Contract Agent within the City, except as provided by Sections 6-2.205, 6-2.206, 6-2.310 of this Code.
- (b) The City shall identify the responsible party who owns the unlawful trash container or containers and shall issue them a written Notice of Violation via First-Class Mail. The Notice of Violation shall include all the following:
 - (1) A description of the nature of the Municipal Code violation, including identifying the Municipal Code section(s) violated, and the date and location within the City where the violation was discovered.
 - (2) A statement providing that the responsible party must remove any and all trash containers used in violation of this Section within ten (10) calendar days from the date the Notice of Violation is issued.
 - (3) A statement informing the responsible party that failure to remove said trash containers within the time described above may result in the City causing the trash containers to be impounded at the responsible party's expense.
 - (4) An explanation that failing to correct the violations within the time described above may result in the City issuing the responsible party an Administrative Citation pursuant to Section 1-8.04 of this Code.

- (5) An explanation of the responsible party's right to appeal the City's determination of said violation by filing a written Notice of Appeal with the City within ten (10) calendar days of the date the Notice of Violation was issued, pursuant to the procedures provided by Article 2, of Chapter 22, of Title 5 of this Code.

6-2.602 – Noncompliance, Subsequent Violations, and Impoundment of Containers.

- (a) Absent an appeal of a Notice of Violation or an appeal of an Administrative Citation that is issued for a violation of this Article, any responsible party who fails to correct a previous violation or commits any subsequent violations of this Article is subject to having any and all trash containers used in violation of Section 6-2.602, that are found within the public right-of-way, immediately impounded upon discovery by the City.
- (b) Whenever a trash container utilized by a non-Contract Agent is impounded in accordance with this Section, the City shall issue an Administrative Citation pursuant to Section 1-8.04 of this Code, accompanied by a Notice of Impoundment consistent with Section 6-3.603 of this Article.
- (c) Containers not reclaimed within thirty (30) days from the mailing of the written Notice of Impoundment shall become property of the City and disposed of as determined by the City.
- (d) For the purposes of this Article, a "subsequent violation" refers to any violation of the same code section occurring within a twelve (12) month period, even if the violation occurs at a different location.

6-3.603 – Notice of Impoundment.

Whenever the City impounds a trash container utilized by a non-Contract Agent in accordance with the provisions of this Article, the City shall provide the owner of the trash container a written Notice of Impoundment which shall include all of the following:

- (a) The date and address where the container(s) were discovered.
- (b) A photograph of the container(s) as discovered by City staff.
- (c) A statement that the responsible party failed to remove the subject trash container(s) within the time period set forth in the previously issued Notice of Violation, or, a previously issued Administrative Citation.
- (d) A statement informing the responsible party that any container(s) not reclaimed within thirty (30) days shall become the property of the City and disposed of as determined by the City.
- (e) An explanation of the fines and fees required to reclaim the container(s), the location of where the fines and fees can be paid, and the means of payment.
- (f) A description of the location where the container(s) are impounded.
- (g) A statement that if the impounded container(s) are not reclaimed within seventy-two (72) hours from the time the responsible party makes payment to reclaim the container(s), additional fees will accrue and must be paid prior to reclaiming the container(s).

6-2.604 – Violations, Appeals, and Hearings.

Anyone who violates any provision of this Article is guilty of a misdemeanor and shall be subject to the issuance of an Administrative Citation pursuant to Title 1, Chapter

8 of this Code. Appeals and administrative hearings related to this Article shall be governed pursuant to Title 5, Chapter 22, Article 2 of this Code.

6-3.605 – Fees for Removal, Emptying, and Storage of Impounded Trash Containers.

The City's fees related to the removal, emptying, and storage of an impounded trash container utilized by a non-Contract Agent for solid waste collection and transportation shall be set by City Council Resolution.

SECTION 2. 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 3. This Ordinance shall take effect thirty (30) days after its adoption.

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

The foregoing ordinance was introduced at a regular meeting of the City Council held on the 18th day of April 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:

Daniel T. Parra, Mayor

ATTEST:

Angela Vasquez, City Clerk