



**MEETING OF THE FOWLER CITY COUNCIL  
AGENDA  
TUESDAY, MAY 16, 2023  
6:00 P.M.  
CITY COUNCIL CHAMBER  
128 SOUTH 5TH STREET  
FOWLER, CA 93625**

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

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

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

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

<https://us06web.zoom.us/j/86519317806?pwd=WWtYMWNIRmNSamMzeGJDMzBHOVByZz09>

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

**Meeting ID: 865 1931 7806**

**Passcode: 084648**

**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](http://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 Father George Arakelian of Saint Gregory Armenian Apostolic Church
4. Pledge of Allegiance
5. Ceremonial Presentations

5-A. Employee of the Quarter – Jon Michael Hammond

5-B. National Public Works Week Proclamation

5-C. Recreation Commissioner Service Recognition

6. Public Comment

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

7. Consent Calendar

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

7-A. RATIFY Warrants for May 16, 2023

- 7-B. APPROVE Minutes of the May 2, 2023 City Council Meeting
- 7-C. APPROVE a First Amendment to the Agreement with Provost & Pritchard Consulting Group for design and professional services for new water well no. 9 in the amount of \$15,000 to add grant administration services (Public Works)
- 7-D. APPROVE Resolution No. 2643 for a project list of SB 1 Local Streets and Road Maintenance and Rehabilitation Account funds for Fiscal Year 2023-24 (Public Works)
- 8. Contested Consent Calendar - Items pulled from the Consent Calendar will be heard individually immediately after action is taken on the Consent Calendar.
- 9. Staff Communications (City Manager)
- 10. Councilmember Reports and Comments
- 11. Closed Session
  - 11-A. Government Code Section 54956.9(d)(1)  
Conference with Legal Counsel – Existing Litigation  
Case Name: Gordon Panzak v. City of Fowler (Fresno County Superior Court 17CECG02635)
  - 11-B. Government Code Section 54956.9(d)(2)  
Conference with Legal Counsel – Anticipated Litigation  
Significant Exposure to Litigation  
Unknown number of potential cases, but at least five
  - 11-C. Government Code Section 54956.8  
Conference with Real Property Negotiator  
Property: 119 South 6th Street  
Agency Negotiator: Thomas Gaffery, Community & Economic Development Director  
Negotiating Parties: United Security Bank, Bobby Aulakh, Mandeep Singh  
Under Negotiation: Price and Terms of Potential Sale
- 12. Adjourn

Next Ordinance No. 2023-08  
Next Resolution No. 2644

*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, May 12, 2023.*

*Angela Vasquez*

Angela Vasquez, CPMC  
City Clerk

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CITY OF FOWLER  
WARRANTS LIST  
May 16, 2023

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<u>ACCOUNTS PAYABLE CHECKS</u>	<u>CHECK NUMBERS</u>	<u>CHECK DATES</u>	<u>AMOUNT</u>
Regular checks	41226-41297	May 1 thru May 15	\$ 178,304.90
TOTAL ACCOUNTS PAYABLE CHECKS			<u>\$ 178,304.90</u>
<u>PAYROLL COSTS</u>			
First May Bi-Monthly Payroll		May 15, 2023	\$ 101,956.57
TOTAL PAYROLL COSTS			<u>\$ 101,956.57</u>
TOTAL CASH DISBURSEMENTS			<u>\$ 280,261.47</u>

**NOTE:**

**Check #41270**

**Void Check**

SUPERION  
DATE: 05/10/2023  
TIME: 13:21:43

CITY OF FOWLER  
CHECK REGISTER - DISBURSEMENT FUND

PAGE NUMBER: 1  
ACCTPA21

SELECTION CRITERIA: transact.check\_no between '41226' and '41297'  
ACCOUNTING PERIOD: 11/23

FUND - 100 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DEPT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1001	41226	05/03/23	10007	ALERT-O-LITE, INC	6200	SUPPLIES - STREETS	0.00	20.45
1001	41227	05/03/23	14519	AMAZON CAPITAL SERVICES	6120	OFFICE SUPPLIES	0.00	740.93
1001	41227	05/03/23	14519	AMAZON CAPITAL SERVICES	6120	OFFICE SUPPLIES - PD	0.00	92.88
TOTAL	CHECK						0.00	833.81
1001	41228	05/03/23	10549	AT&T MOBILITY	6120	FIRSTNET MAR23	0.00	887.26
1001	41229	05/03/23	11291	THE BUSINESS JOURNAL	6150	SUM ORD 2023-04	0.00	180.00
1001	41230	05/03/23	10506	CALMAT CO DBA VULCAN MAT	6200	ASPHALT REPAIR	0.00	479.41
1001	41231	05/03/23	14053	CENTRAL VALLEY GUNS	6120	SUPPLIES - PD	0.00	234.18
1001	41231	05/03/23	14053	CENTRAL VALLEY GUNS	6120	GUN CLEANING	0.00	145.00
TOTAL	CHECK						0.00	379.18
1001	41232	05/03/23	14131	SWEEPING CORP OF AMERICA	2250	STREET SWEEP APR23	0.00	3,325.00
1001	41233	05/03/23	11653	CIVICPLUS LLC	6025	ANNUAL MEETINGS MGT	0.00	4,624.00
1001	41234	05/03/23	10064	COLONIAL LIFE INSURANCE	100	EMP DED APR23	0.00	47.42
1001	41234	05/03/23	10064	COLONIAL LIFE INSURANCE	100	EMP DED APR23	0.00	37.18
TOTAL	CHECK						0.00	84.60
1001	41235	05/03/23	14356	COMCAST	6700	CABLE 04/25-05/24/23	0.00	111.46
1001	41236	05/03/23	10087	DEPARTMENT OF TRANSPORTA	6200	JAN-MAR23 SIG LIGHT	0.00	326.63
1001	41237	05/03/23	10114	FOWLER BUTANE SERVICES	6200	PROPANE - STREETS	0.00	29.39
1001	41237	05/03/23	10114	FOWLER BUTANE SERVICES	6260	PROPANE - PARKS	0.00	13.46
TOTAL	CHECK						0.00	42.85
1001	41238	05/03/23	10488	FOWLER UNIFIED SCHOOL DI	5000	MAR23 FUEL - WATER	0.00	1,451.47
1001	41238	05/03/23	10488	FOWLER UNIFIED SCHOOL DI	6260	MAR23 FUEL - PARKS	0.00	1,451.47
1001	41238	05/03/23	10488	FOWLER UNIFIED SCHOOL DI	6120	MAR23 FUEL USAGE	0.00	3,368.29
TOTAL	CHECK						0.00	6,271.23
1001	41239	05/03/23	10104	FPOA	100	EMP DED 04/30/23	0.00	225.00
1001	41240	05/03/23	10122	FRESNO COUNTY FIRE PROTE	6130	FLEET REPAIR - ENGINE	0.00	590.20
1001	41240	05/03/23	10122	FRESNO COUNTY FIRE PROTE	6130	FLEET REPAIR - ENGINE	0.00	590.20
1001	41240	05/03/23	10122	FRESNO COUNTY FIRE PROTE	6130	FLEET REPAIR - ENGINE	0.00	300.00
1001	41240	05/03/23	10122	FRESNO COUNTY FIRE PROTE	6130	FLEET REPAIR - ENGINE	0.00	1,364.48
1001	41240	05/03/23	10122	FRESNO COUNTY FIRE PROTE	6130	FLEET REPAIR - ENGINE	0.00	1,014.64
TOTAL	CHECK						0.00	3,859.52
1001	41241	05/03/23	10124	FRESNO SHERIFF BUS OFFIC	6120	PRISONER PROCESSING	0.00	1,107.15
1001	41242	05/03/23	11116	GRAINGER	6200	TOOLS - STREETS	0.00	42.05
1001	41243	05/03/23	10141	H & H TIRE SERVICES #3,	6200	TIRE DISPOSAL STREETS	0.00	110.00

SUPERION  
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ACCTPA21

CITY OF FOWLER  
CHECK REGISTER - DISBURSEMENT FUND

SELECTION CRITERIA: transact.check\_no between '41226' and '41297'  
ACCOUNTING PERIOD: 11/23

FUND - 100 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DEPT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1001	41244	05/03/23	10145	HINDERLITER, DELLAMAS &	6150	ECON DEV CONSULT	0.00	3,500.00
1001	41245	05/03/23	14749	HOFFMAN SECURITY	6020	SECURITY SVC MAY23	0.00	125.00
1001	41246	05/03/23	13496	KEENAN & ASSOCIATES	6400	HEALTH BENEFITS MAY23	0.00	808.97
1001	41246	05/03/23	13496	KEENAN & ASSOCIATES	6700	HEALTH BENEFITS MAY23	0.00	808.97
1001	41246	05/03/23	13496	KEENAN & ASSOCIATES	6025	HEALTH BENEFITS MAY23	0.00	839.79
1001	41246	05/03/23	13496	KEENAN & ASSOCIATES	6030	HEALTH BENEFITS MAY23	0.00	922.69
1001	41246	05/03/23	13496	KEENAN & ASSOCIATES	6160	HEALTH BENEFITS MAY23	0.00	1,187.20
1001	41246	05/03/23	13496	KEENAN & ASSOCIATES	6020	HEALTH BENEFITS MAY23	0.00	1,521.29
1001	41246	05/03/23	13496	KEENAN & ASSOCIATES	6150	HEALTH BENEFITS MAY23	0.00	1,845.39
1001	41246	05/03/23	13496	KEENAN & ASSOCIATES	100	HEALTH BENEFITS MAY23	0.00	2,101.47
1001	41246	05/03/23	13496	KEENAN & ASSOCIATES	6260	HEALTH BENEFITS MAY23	0.00	2,107.83
1001	41246	05/03/23	13496	KEENAN & ASSOCIATES	6200	HEALTH BENEFITS MAY23	0.00	3,312.53
1001	41246	05/03/23	13496	KEENAN & ASSOCIATES	5000	HEALTH BENEFITS MAY23	0.00	5,376.61
1001	41246	05/03/23	13496	KEENAN & ASSOCIATES	6120	HEALTH BENEFITS MAY23	0.00	8,113.86
TOTAL	CHECK						0.00	28,946.60
1001	41247	05/03/23	10201	METRO UNIFORM & ACCESSOR	6120	UNIFORM/GEAR	0.00	315.81
1001	41247	05/03/23	10201	METRO UNIFORM & ACCESSOR	6120	UNIFORMS	0.00	799.28
TOTAL	CHECK						0.00	1,115.09
1001	41248	05/03/23	14428	NAVIA BENEFIT SOLUTIONS	6020	COBRA - APR23	0.00	36.45
1001	41249	05/03/23	10215	NELSON HARDWARE & GIFTS	6200	SUPPLIES - STREETS	0.00	72.65
1001	41250	05/03/23	10885	NELSONS POWER CENTER	6200	SUPPLIES - STREETS	0.00	175.19
1001	41250	05/03/23	10885	NELSONS POWER CENTER	6200	SUPPLIES - STREETS	0.00	249.49
TOTAL	CHECK						0.00	424.68
1001	41251	05/03/23	10237	P G & E - SACRAMENTO	6200	LS1-F HWY LT 04/17/23	0.00	10.55
1001	41251	05/03/23	10237	P G & E - SACRAMENTO	6200	LS1-E HWY LT 04/17/23	0.00	12.18
1001	41251	05/03/23	10237	P G & E - SACRAMENTO	6200	8TH/VINE 04/17/23	0.00	14.80
1001	41251	05/03/23	10237	P G & E - SACRAMENTO	2250	MANN&GLDN ST 04/26/23	0.00	15.77
1001	41251	05/03/23	10237	P G & E - SACRAMENTO	6200	ADAMS/DEEAN 04/17/23	0.00	16.06
1001	41251	05/03/23	10237	P G & E - SACRAMENTO	6200	LS1-A HWY LT 04/17/23	0.00	19.24
1001	41251	05/03/23	10237	P G & E - SACRAMENTO	6200	TR5090 04/17/23	0.00	23.60
1001	41251	05/03/23	10237	P G & E - SACRAMENTO	6200	LS2-A HWY LT 04/17/23	0.00	34.52
1001	41251	05/03/23	10237	P G & E - SACRAMENTO	6200	TEMP/PARL 04/17/23	0.00	34.52
1001	41251	05/03/23	10237	P G & E - SACRAMENTO	6200	LS1-F HWY LT 04/17/23	0.00	40.48
1001	41251	05/03/23	10237	P G & E - SACRAMENTO	6200	LS2-A HWY LT 04/17/23	0.00	51.51
1001	41251	05/03/23	10237	P G & E - SACRAMENTO	6200	3079 MANN 04/24/23	0.00	80.65
1001	41251	05/03/23	10237	P G & E - SACRAMENTO	6200	429 E MERCED 04/25/23	0.00	87.70
1001	41251	05/03/23	10237	P G & E - SACRAMENTO	6200	TR5041 04/17/23	0.00	90.47
1001	41251	05/03/23	10237	P G & E - SACRAMENTO	6200	T5088 04/17/23	0.00	112.13
1001	41251	05/03/23	10237	P G & E - SACRAMENTO	6200	GLDST/VLY DR 04/17/23	0.00	162.03
1001	41251	05/03/23	10237	P G & E - SACRAMENTO	6200	CLAYTON/ARMST 4/17/23	0.00	204.50
1001	41251	05/03/23	10237	P G & E - SACRAMENTO	6200	630 W FRESNO 04/24/23	0.00	245.21
1001	41251	05/03/23	10237	P G & E - SACRAMENTO	6200	LS1-C HWY LT 04/17/23	0.00	306.01
1001	41251	05/03/23	10237	P G & E - SACRAMENTO	6130	220 E MAIN 04/25/23	0.00	368.87
1001	41251	05/03/23	10237	P G & E - SACRAMENTO	6200	LS1-F HWY LT 04/17/23	0.00	380.08
1001	41251	05/03/23	10237	P G & E - SACRAMENTO	6200	LS1-A 04/17/23	0.00	730.45

SUPERION  
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CITY OF FOWLER  
CHECK REGISTER - DISBURSEMENT FUND

PAGE NUMBER: 3  
ACCTPA21

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ACCOUNTING PERIOD: 11/23

FUND - 100 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DEPT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1001	41251	05/03/23	10237	P G & E - SACRAMENTO	6200	LS2-A HWY LT 04/17/23	0.00	777.20
1001	41251	05/03/23	10237	P G & E - SACRAMENTO	6200	LS1-E HWY LT 04/17/23	0.00	1,040.74
1001	41251	05/03/23	10237	P G & E - SACRAMENTO	6200	LS2-A HWY LT 04/17/23	0.00	1,199.29
1001	41251	05/03/23	10237	P G & E - SACRAMENTO	6200	SUMER&MOGNOLA 4/17/23	0.00	4.94
1001	41251	05/03/23	10237	P G & E - SACRAMENTO	6200	SUMNER/HW99 04/17/23	0.00	9.86
1001	41251	05/03/23	10237	P G & E - SACRAMENTO	6200	TSFR 3LTS 04/17/23	0.00	10.55
TOTAL	CHECK						0.00	6,083.91
1001	41252	05/03/23	12384	PITNEY BOWES GLOBAL FINA	6020	LEASE 02/28-05/27/23	0.00	340.98
1001	41253	05/03/23	13655	PROVOST & PRITCHARD	6150	LLA 23-09	0.00	50.50
1001	41253	05/03/23	13655	PROVOST & PRITCHARD	6150	CUP 23-11	0.00	50.50
1001	41253	05/03/23	13655	PROVOST & PRITCHARD	6150	TM 24-0047	0.00	55.20
1001	41253	05/03/23	13655	PROVOST & PRITCHARD	6150	SPR 23-01	0.00	60.60
1001	41253	05/03/23	13655	PROVOST & PRITCHARD	6150	SPR 23-06	0.00	78.30
1001	41253	05/03/23	13655	PROVOST & PRITCHARD	6150	SPR 22-40	0.00	117.60
1001	41253	05/03/23	13655	PROVOST & PRITCHARD	6150	SPR 22-32	0.00	158.20
1001	41253	05/03/23	13655	PROVOST & PRITCHARD	6150	COMMUNITIES GRANT	0.00	221.10
1001	41253	05/03/23	13655	PROVOST & PRITCHARD	6150	SPR 23-07	0.00	310.50
1001	41253	05/03/23	13655	PROVOST & PRITCHARD	6150	VAC 22-18	0.00	506.10
1001	41253	05/03/23	13655	PROVOST & PRITCHARD	6150	TPM 23-01	0.00	511.80
1001	41253	05/03/23	13655	PROVOST & PRITCHARD	6150	SPR 22-54	0.00	645.10
1001	41253	05/03/23	13655	PROVOST & PRITCHARD	6200	EP 23-01/23-05	0.00	2,035.40
1001	41253	05/03/23	13655	PROVOST & PRITCHARD	6150	TSM 22-55	0.00	4,169.20
1001	41253	05/03/23	13655	PROVOST & PRITCHARD	6200	ON CALL SERVICES	0.00	4,440.68
1001	41253	05/03/23	13655	PROVOST & PRITCHARD	6200	ON CALL SERVICES	0.00	14,087.05
TOTAL	CHECK						0.00	27,497.83
1001	41254	05/03/23	10249	QUILL	6200	SUPPLIES - PW	0.00	6.09
1001	41254	05/03/23	10249	QUILL	6200	SUPPLIES - PW	0.00	18.50
1001	41254	05/03/23	10249	QUILL	5000	SUPPLIES - WATER	0.00	20.47
1001	41254	05/03/23	10249	QUILL	6200	SUPPLIES - PW	0.00	28.31
1001	41254	05/03/23	10249	QUILL	6200	SUPPLIES - PW	0.00	28.31
1001	41254	05/03/23	10249	QUILL	6025	SUPPLIES - CLERK	0.00	28.32
1001	41254	05/03/23	10249	QUILL	6025	SUPPLIES - CLERK	0.00	30.48
1001	41254	05/03/23	10249	QUILL	6200	SUPPLIES - PW	0.00	33.75
1001	41254	05/03/23	10249	QUILL	5000	SUPPLIES - WATER	0.00	96.83
TOTAL	CHECK						0.00	291.06
1001	41255	05/03/23	10251	R & R AUTO REPAIR SHOP	6120	LUBE & OIL CHANGE	0.00	94.89
1001	41256	05/03/23	14790	SARA POMARE	6150	GRANST SUPPORT	0.00	125.00
1001	41256	05/03/23	14790	SARA POMARE	6150	GRANTS SUPPORT	0.00	400.00
TOTAL	CHECK						0.00	425.00
1001	41257	05/03/23	14080	SWRCB- DWOCB	5000	WATER OP CERT RENEWAL	0.00	950.00
1001	41258	05/03/23	13543	UNIFIRST CORPORATION	6200	MATS/MOPS ADMIN	0.00	80.00
1001	41258	05/03/23	13543	UNIFIRST CORPORATION	6700	JANITORIAL - SNR CTR	0.00	29.16
1001	41258	05/03/23	13543	UNIFIRST CORPORATION	5000	UNIFORMS - WATER	0.00	53.62
1001	41258	05/03/23	13543	UNIFIRST CORPORATION	6200	UNIFORMS - PW	0.00	82.34
TOTAL	CHECK						0.00	82.35

SUPERION  
DATE: 05/10/2023  
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ACCOUNTING PERIOD: 11/23

CITY OF FOWLER  
CHECK REGISTER - DISBURSEMENT FUND

PAGE NUMBER: 4  
ACCTPA21

FUND - 100 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DEPT	-----DESCRIPTION-----	SALES TAX	AMOUNT
TOTAL	CHECK							
1001	41259	05/03/23	10725	VERIZON WIRELESS	6200	CELL PHONE 3/20-4/19	0.00	247.47
1001	41260	05/03/23	11335	VISION SERVICE PLAN - (C 8500		VISION BENEFIT MAY23	0.00	1.76
1001	41260	05/03/23	11335	VISION SERVICE PLAN - (C 6025		VISION BENEFIT MAY23	0.00	4.93
1001	41260	05/03/23	11335	VISION SERVICE PLAN - (C 6400		VISION BENEFIT MAY23	0.00	9.85
1001	41260	05/03/23	11335	VISION SERVICE PLAN - (C 6700		VISION BENEFIT MAY23	0.00	9.85
1001	41260	05/03/23	11335	VISION SERVICE PLAN - (C 6150		VISION BENEFIT MAY23	0.00	12.80
1001	41260	05/03/23	11335	VISION SERVICE PLAN - (C 6030		VISION BENEFIT MAY23	0.00	22.84
1001	41260	05/03/23	11335	VISION SERVICE PLAN - (C 6160		VISION BENEFIT MAY23	0.00	34.46
1001	41260	05/03/23	11335	VISION SERVICE PLAN - (C 6020		VISION BENEFIT MAY23	0.00	44.30
1001	41260	05/03/23	11335	VISION SERVICE PLAN - (C 6260		VISION BENEFIT MAY23	0.00	49.23
1001	41260	05/03/23	11335	VISION SERVICE PLAN - (C 5000		VISION BENEFIT MAY23	0.00	95.51
1001	41260	05/03/23	11335	VISION SERVICE PLAN - (C 6200		VISION BENEFIT MAY23	0.00	108.30
1001	41260	05/03/23	11335	VISION SERVICE PLAN - (C 100		VISION BENEFIT MAY23	0.00	201.65
1001	41260	05/03/23	11335	VISION SERVICE PLAN - (C 6120		VISION BENEFIT MAY23	0.00	216.61
TOTAL	CHECK						0.00	812.09
1001	41261	05/03/23	14259	VISUAL EDGE IT INC DBA I 6160		COPIER SVC 04/26/23	0.00	279.96
1001	41261	05/03/23	14259	VISUAL EDGE IT INC DBA I 5000		COPIER SVC 04/26/23	0.00	279.96
1001	41261	05/03/23	14259	VISUAL EDGE IT INC DBA I 6150		COPIER SVC 04/26/23	0.00	279.96
1001	41261	05/03/23	14259	VISUAL EDGE IT INC DBA I 6020		COPIER SVC 04/26/23	0.00	279.96
TOTAL	CHECK						0.00	1,119.84
1001	41262	05/03/23	14290	XEROX FINANCIAL SERVICES 6020		LEASE 03/01-03/31	0.00	303.06
1001	41262	05/03/23	14290	XEROX FINANCIAL SERVICES 6120		LEASE 03/01-03/31	0.00	303.09
1001	41262	05/03/23	14290	XEROX FINANCIAL SERVICES 6200		LEASE 03/01-03/31	0.00	303.09
1001	41262	05/03/23	14290	XEROX FINANCIAL SERVICES 6160		LEASE 03/01-03/31	0.00	303.09
1001	41262	05/03/23	14290	XEROX FINANCIAL SERVICES 6150		LEASE 03/01-03/31	0.00	303.10
TOTAL	CHECK						0.00	1,515.43
1001	41264	05/10/23	14519	AMAZON CAPITAL SERVICES 6150		SUPPLIES - COMM DEV	0.00	24.51
1001	41264	05/10/23	14519	AMAZON CAPITAL SERVICES 6030		SUPPLIES - COMM DEV	0.00	24.51
1001	41264	05/10/23	14519	AMAZON CAPITAL SERVICES 6700		SUPPLIES - SR CTR	0.00	1,262.54
TOTAL	CHECK						0.00	1,311.56
1001	41265	05/10/23	14859	BASSI, YADWINDER	500	UB REFUND	0.00	99.19
1001	41266	05/10/23	10026	BCT CONSULTING	6020	INTERNAL PCI ADMIN	0.00	42.62
1001	41266	05/10/23	10026	BCT CONSULTING	6120	VOIP 05/01/23	0.00	251.25
1001	41266	05/10/23	10026	BCT CONSULTING	5000	VOIP 05/01/23	0.00	251.25
1001	41266	05/10/23	10026	BCT CONSULTING	6030	VOIP 05/01/23	0.00	251.25
1001	41266	05/10/23	10026	BCT CONSULTING	6150	VOIP 05/01/23	0.00	251.25
1001	41266	05/10/23	10026	BCT CONSULTING	5000	NETWORK SVC MAY23	0.00	493.89
1001	41266	05/10/23	10026	BCT CONSULTING	6030	NETWORK SVC MAY23	0.00	493.89
1001	41266	05/10/23	10026	BCT CONSULTING	6150	NETWORK SVC MAY23	0.00	493.89
1001	41266	05/10/23	10026	BCT CONSULTING	6020	NETWORK SVC MAY23	0.00	493.92
1001	41266	05/10/23	10026	BCT CONSULTING	6020	SOPHOS RENEWAL	0.00	899.95
1001	41266	05/10/23	10026	BCT CONSULTING	6200	LAPTOP - PW	0.00	1,421.62
TOTAL	CHECK						0.00	5,344.78



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CITY OF FOWLER  
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ACCOUNTING PERIOD: 11/23

FUND - 100 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DEPT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1001	41267	05/10/23	11291	THE BUSINESS JOURNAL	6080	SUM ORD 2023-07	0.00	120.00
1001	41267	05/10/23	11291	THE BUSINESS JOURNAL	6150	SUM ORD 2023-06	0.00	166.75
TOTAL	CHECK						0.00	286.75
1001	41268	05/10/23	12654	COMCAST	6120	COMCAST VOICE	0.00	60.80
1001	41269	05/10/23	10084	DEPARTMENT OF JUSTICE	6120	BAC ANALYSIS MAR23	0.00	70.00
1001	41271	05/10/23	14245	FOWLER ACE HARDWARE	6200	SUPPLIES - STREETS	0.00	2.55
1001	41271	05/10/23	14245	FOWLER ACE HARDWARE	6200	SUPPLIES - STREETS	0.00	5.40
1001	41271	05/10/23	14245	FOWLER ACE HARDWARE	6200	SUPPLIES - STREETS	0.00	6.05
1001	41271	05/10/23	14245	FOWLER ACE HARDWARE	6200	SUPPLIES - STREETS	0.00	7.93
1001	41271	05/10/23	14245	FOWLER ACE HARDWARE	6200	SUPPLIES - STREETS	0.00	8.65
1001	41271	05/10/23	14245	FOWLER ACE HARDWARE	6200	SUPPLIES - STREETS	0.00	12.53
1001	41271	05/10/23	14245	FOWLER ACE HARDWARE	6200	SUPPLIES - STREETS	0.00	12.98
1001	41271	05/10/23	14245	FOWLER ACE HARDWARE	6200	SUPPLIES - STREETS	0.00	14.06
1001	41271	05/10/23	14245	FOWLER ACE HARDWARE	6200	SUPPLIES - STREETS	0.00	15.14
1001	41271	05/10/23	14245	FOWLER ACE HARDWARE	6200	SUPPLIES - STREETS	0.00	15.14
1001	41271	05/10/23	14245	FOWLER ACE HARDWARE	6200	SUPPLIES - STREETS	0.00	16.22
1001	41271	05/10/23	14245	FOWLER ACE HARDWARE	6200	SUPPLIES - STREETS	0.00	18.16
1001	41271	05/10/23	14245	FOWLER ACE HARDWARE	6200	SUPPLIES - STREETS	0.00	20.55
1001	41271	05/10/23	14245	FOWLER ACE HARDWARE	6200	SUPPLIES - STREETS	0.00	21.62
1001	41271	05/10/23	14245	FOWLER ACE HARDWARE	6200	SUPPLIES - STREETS	0.00	21.63
1001	41271	05/10/23	14245	FOWLER ACE HARDWARE	6200	SUPPLIES - STREETS	0.00	24.88
1001	41271	05/10/23	14245	FOWLER ACE HARDWARE	6200	SUPPLIES - STREETS	0.00	24.88
1001	41271	05/10/23	14245	FOWLER ACE HARDWARE	6200	SUPPLIES - STREETS	0.00	28.13
1001	41271	05/10/23	14245	FOWLER ACE HARDWARE	6200	SUPPLIES - STREETS	0.00	29.21
1001	41271	05/10/23	14245	FOWLER ACE HARDWARE	6200	SUPPLIES - STREETS	0.00	30.29
1001	41271	05/10/23	14245	FOWLER ACE HARDWARE	6200	SUPPLIES - STREETS	0.00	35.21
1001	41271	05/10/23	14245	FOWLER ACE HARDWARE	6200	SUPPLIES - STREETS	0.00	43.25
1001	41271	05/10/23	14245	FOWLER ACE HARDWARE	6200	SUPPLIES - STREETS	0.00	64.32
1001	41271	05/10/23	14245	FOWLER ACE HARDWARE	6200	SUPPLIES - STREETS	0.00	68.06
1001	41271	05/10/23	14245	FOWLER ACE HARDWARE	6200	SUPPLIES - STREETS	0.00	81.15
1001	41271	05/10/23	14245	FOWLER ACE HARDWARE	6200	SUPPLIES - STREETS	0.00	117.45
TOTAL	CHECK						0.00	745.44
1001	41272	05/10/23	14247	FOWLER ACE HARDWARE	5000	SUPPLIES - WATER	0.00	6.05
1001	41272	05/10/23	14247	FOWLER ACE HARDWARE	5000	SUPPLIES - WATER	0.00	6.05
1001	41272	05/10/23	14247	FOWLER ACE HARDWARE	5000	SUPPLIES - WATER	0.00	7.56
1001	41272	05/10/23	14247	FOWLER ACE HARDWARE	5000	SUPPLIES - WATER	0.00	9.73
1001	41272	05/10/23	14247	FOWLER ACE HARDWARE	5000	SUPPLIES - WATER	0.00	41.10
TOTAL	CHECK						0.00	70.49
1001	41273	05/10/23	14249	FOWLER ACE HARDWARE	6260	SUPPLIES - PARKS	0.00	0.01
1001	41273	05/10/23	14249	FOWLER ACE HARDWARE	6260	SUPPLIES - PARKS	0.00	2.91
1001	41273	05/10/23	14249	FOWLER ACE HARDWARE	6260	SUPPLIES - PARKS	0.00	5.40
1001	41273	05/10/23	14249	FOWLER ACE HARDWARE	6260	SUPPLIES - PARKS	0.00	14.05
1001	41273	05/10/23	14249	FOWLER ACE HARDWARE	6260	SUPPLIES - PARKS	0.00	14.90
1001	41273	05/10/23	14249	FOWLER ACE HARDWARE	6260	SUPPLIES - PARKS	0.00	16.43
1001	41273	05/10/23	14249	FOWLER ACE HARDWARE	6260	SUPPLIES - PARKS	0.00	16.84
1001	41273	05/10/23	14249	FOWLER ACE HARDWARE	6260	SUPPLIES - PARKS	0.00	21.19
1001	41273	05/10/23	14249	FOWLER ACE HARDWARE	6260	SUPPLIES - PARKS	0.00	25.91

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CITY OF FOWLER  
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ACCOUNTING PERIOD: 11/23

FUND - 100 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DEPT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1001	41273	05/10/23	14249	FOWLER ACE HARDWARE	6260	SUPPLIES - PARKS	0.00	35.26
1001	41273	05/10/23	14249	FOWLER ACE HARDWARE	6260	SUPPLIES - PARKS	0.00	65.98
TOTAL	CHECK						0.00	218.88
1001	41274	05/10/23	14252	FOWLER ACE HARDWARE	6700	SUPPLIES - SR CENTER	0.00	3.31
1001	41274	05/10/23	14252	FOWLER ACE HARDWARE	6400	SUPPLIES - RECREATION	0.00	4.97
1001	41274	05/10/23	14252	FOWLER ACE HARDWARE	6700	SUPPLIES - SR CENTER	0.00	16.22
1001	41274	05/10/23	14252	FOWLER ACE HARDWARE	6700	SUPPLIES - SR CENTER	0.00	18.15
1001	41274	05/10/23	14252	FOWLER ACE HARDWARE	6700	SUPPLIES - SR CENTER	0.00	73.64
TOTAL	CHECK						0.00	116.29
1001	41275	05/10/23	10122	FRESNO COUNTY FIRE PROTE	6120	CSO GRAPHICS	0.00	2,196.22
1001	41276	05/10/23	10124	FRESNO SHERIFF BUS OFFIC	6120	DISPATCHING SVC MAY23	0.00	9,329.08
1001	41277	05/10/23	14156	FRESNO ECONOMIC OPPORTUN	6700	SENIOR LUNCH APR23	0.00	1,129.82
1001	41278	05/10/23	13958	GOVERNMENT TRAINING AGEN	6120	CRIME ANALYSIS	0.00	622.00
1001	41279	05/10/23	10145	HINDERLITER, DELLAMAS &	6030	CONTR SVC OCT-DEC22	0.00	975.00
1001	41279	05/10/23	10145	HINDERLITER, DELLAMAS &	6030	AUDIT SERVICES	0.00	1,332.63
TOTAL	CHECK						0.00	2,307.63
1001	41280	05/10/23	14749	HOFFMAN SECURITY	6120	SECURITY SVC MAY23	0.00	57.00
1001	41281	05/10/23	10416	LAW & ASSOCIATES INVESTI	6120	BACKGROUND - NEW EE	0.00	1,000.00
1001	41282	05/10/23	10290	LEAGUE OF CALIF CITIES-S	6160	MEETING - GAFFERY	0.00	25.00
1001	41282	05/10/23	10290	LEAGUE OF CALIF CITIES-S	6020	MEETING - TUCKER	0.00	25.00
TOTAL	CHECK						0.00	50.00
1001	41283	05/10/23	10203	MID VALLEY PACKAGING & S	6020	COPY PAPER - ADMIN	0.00	205.97
1001	41284	05/10/23	10237	P G & E - SACRAMENTO	2250	MAN/GLDST 4/28/23	0.00	27.27
1001	41284	05/10/23	10237	P G & E - SACRAMENTO	2250	300 W MERCED 4/28/23	0.00	33.44
1001	41284	05/10/23	10237	P G & E - SACRAMENTO	2250	MERCED/8TH 4/28/23	0.00	72.75
1001	41284	05/10/23	10237	P G & E - SACRAMENTO	2250	ADAMS/GLDN ST 4/30/23	0.00	97.53
1001	41284	05/10/23	10237	P G & E - SACRAMENTO	2250	GLDST/MAN SIG 4/28/23	0.00	118.63
1001	41284	05/10/23	10237	P G & E - SACRAMENTO	6150	122 S 5TH #A 4/28/23	0.00	350.29
1001	41284	05/10/23	10237	P G & E - SACRAMENTO	5000	325 S 5TH 4/28/23	0.00	427.99
1001	41284	05/10/23	10237	P G & E - SACRAMENTO	5000	WELL SITE 7 5/1/23	0.00	562.33
1001	41284	05/10/23	10237	P G & E - SACRAMENTO	2250	700 MERCED #A 4/28/23	0.00	710.27
1001	41284	05/10/23	10237	P G & E - SACRAMENTO	5000	WELL SITE 8 5/1/23	0.00	4,827.99
TOTAL	CHECK						0.00	7,228.49
1001	41285	05/10/23	13655	PROVOST & PRITCHARD	6150	TTM TRACT 6381	0.00	17.00
1001	41285	05/10/23	13655	PROVOST & PRITCHARD	6150	ENG - SPR 22-42	0.00	46.00
1001	41285	05/10/23	13655	PROVOST & PRITCHARD	6150	ENG - TSM 6409	0.00	162.00
1001	41285	05/10/23	13655	PROVOST & PRITCHARD	6150	TRACT 6188	0.00	376.20
1001	41285	05/10/23	13655	PROVOST & PRITCHARD	6150	ENG - SPR 22-21	0.00	590.00
1001	41285	05/10/23	13655	PROVOST & PRITCHARD	6200	EP SERVICE MAR23	0.00	1,257.60
1001	41285	05/10/23	13655	PROVOST & PRITCHARD	6150	ENG - SPR 22-54	0.00	1,555.50

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CITY OF FOWLER  
CHECK REGISTER - DISBURSEMENT FUND

SELECTION CRITERIA: transact.check\_no between '41226' and '41297'  
ACCOUNTING PERIOD: 11/23

FUND - 100 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DEPT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1001	41285	05/10/23	13655	PROVOST & PRITCHARD	6150	TRACT 5952	0.00	1,612.40
1001	41285	05/10/23	13655	PROVOST & PRITCHARD	6150	TOPOGRAPHICAL SURVEY	0.00	3,175.70
1001	41285	05/10/23	13655	PROVOST & PRITCHARD	6150	GENERAL PLAN	0.00	3,785.30
1001	41285	05/10/23	13655	PROVOST & PRITCHARD	6150	ENG-BP23-55	0.00	3,935.15
1001	41285	05/10/23	13655	PROVOST & PRITCHARD	6150	ON CALL CIVIL ENG SVC	0.00	19,881.02
TOTAL	CHECK						0.00	36,393.87
1001	41286	05/10/23	10249	QUILL	6020	SUPPLIES - ADMIN	0.00	19.17
1001	41286	05/10/23	10249	QUILL	6020	SUPPLIES - ADMIN	0.00	117.64
TOTAL	CHECK						0.00	136.81
1001	41287	05/10/23	13354	QUINN CAT	6200	SERVICE CATERPILLAR	0.00	913.93
1001	41288	05/10/23	10251	R & R AUTO REPAIR SHOP	6120	LUBE & OIL	0.00	84.72
1001	41288	05/10/23	10251	R & R AUTO REPAIR SHOP	6120	WINDSHIELD REPAIR	0.00	299.36
1001	41288	05/10/23	10251	R & R AUTO REPAIR SHOP	6120	BRAKE REPAIR	0.00	703.99
TOTAL	CHECK						0.00	1,088.07
1001	41289	05/10/23	12502	REDCAT FOOTBALL BOOSTERS	2090	SOBER GRAD DONATION	0.00	2,000.00
1001	41290	05/10/23	14858	SELENA VELA	500	UB REFUND	0.00	100.00
1001	41291	05/10/23	10518	SIGNMAX!	6260	SUPPLIES - PARKS	0.00	126.77
1001	41292	05/10/23	13647	SUN LIFE FINANCIAL	8500	DENTAL BENEFIT MAY23	0.00	6.56
1001	41292	05/10/23	13647	SUN LIFE FINANCIAL	6400	DENTAL BENEFIT MAY23	0.00	33.18
1001	41292	05/10/23	13647	SUN LIFE FINANCIAL	6700	DENTAL BENEFIT MAY23	0.00	33.18
1001	41292	05/10/23	13647	SUN LIFE FINANCIAL	6025	DENTAL BENEFIT MAY23	0.00	36.50
1001	41292	05/10/23	13647	SUN LIFE FINANCIAL	6030	DENTAL BENEFIT MAY23	0.00	63.09
1001	41292	05/10/23	13647	SUN LIFE FINANCIAL	6150	DENTAL BENEFIT MAY23	0.00	86.25
1001	41292	05/10/23	13647	SUN LIFE FINANCIAL	6020	DENTAL BENEFIT MAY23	0.00	143.98
1001	41292	05/10/23	13647	SUN LIFE FINANCIAL	6160	DENTAL BENEFIT MAY23	0.00	185.79
1001	41292	05/10/23	13647	SUN LIFE FINANCIAL	6200	DENTAL BENEFIT MAY23	0.00	199.08
1001	41292	05/10/23	13647	SUN LIFE FINANCIAL	6260	DENTAL BENEFIT MAY23	0.00	199.08
1001	41292	05/10/23	13647	SUN LIFE FINANCIAL	5000	DENTAL BENEFIT MAY23	0.00	310.54
1001	41292	05/10/23	13647	SUN LIFE FINANCIAL	6120	DENTAL BENEFIT MAY23	0.00	786.33
1001	41292	05/10/23	13647	SUN LIFE FINANCIAL	100	DENTAL BENEFIT MAY23	0.00	925.94
TOTAL	CHECK						0.00	3,009.50
1001	41293	05/10/23	12791	THE MOWERS EDGE	6260	SUPPLIES - PARKS	0.00	196.24
1001	41294	05/10/23	13543	UNIFIRST CORPORATION	6700	JANITORIAL - SR CTR	0.00	56.31
1001	41294	05/10/23	13543	UNIFIRST CORPORATION	6200	UNIFORMS - PW	0.00	83.72
1001	41294	05/10/23	13543	UNIFIRST CORPORATION	5000	UNIFORMS - WATER	0.00	83.73
TOTAL	CHECK						0.00	223.76
1001	41295	05/10/23	13521	UNITY IT	6120	1TB CLOUD SERVICE	0.00	39.99
1001	41295	05/10/23	13521	UNITY IT	6120	NEW FCLE PRINTER	0.00	1,360.56
TOTAL	CHECK						0.00	1,400.55
1001	41296	05/10/23	14860	VASQUEZ, ALBERTO JR	500	UB REFUND	0.00	43.53

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CITY OF FOWLER  
CHECK REGISTER - DISBURSEMENT FUND

SELECTION CRITERIA: transact.check\_no between '41226' and '41297'  
ACCOUNTING PERIOD: 11/23

FUND - 100 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DEPT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1001	41297	05/10/23	10725	VERIZON WIRELESS	6150	CELL PHONE 04/23/23	0.00	103.76
TOTAL CASH ACCOUNT							0.00	174,696.90
TOTAL FUND							0.00	174,696.90



**MINUTES OF THE FOWLER CITY COUNCIL MEETING**  
**Tuesday, May 2, 2023**

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

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

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

*City Clerk Vasquez announced changes to the agenda as follows:*

- *Item 6-F should read in the amount of \$30,000 for an adjusted total on-call contract amount of \$150,000 from the original \$120,000.*
- *Closed session Item 11-A is being removed in its entirety.*

**The changes to the agenda were accepted by Council by roll call vote: Ayes: Parra, Mejia, Gill, Hammer, Kazarian**

**5. PUBLIC COMMENT**

*Two members of the public spoke.*

**6. CONSENT CALENDAR**

**Councilmember Gill made a motion to approve Items 6-A through 6-G and 6-I through 6-L of the consent calendar, seconded by Mayor Pro-Tem Mejia. The motion carried by roll call vote: Ayes: Gill, Mejia, Hammer, Kazarian, Parra**

**7. CONTESTED CONSENT CALENDAR**

*Councilmember Kazarian pulled Item 6-H for further discussion.*

**Council directed staff to return with an amendment to the Fire Academy Training Grant Resolution to include additional training providers.**

**Councilmember Hammer made a motion to approve Item 6-H, seconded by Councilmember Gill. The motion carried by roll call vote: Ayes: Hammer, Gill, Kazarian, Mejia, Parra**

**8. GENERAL ADMINISTRATION**

**8-A. Finance Department**

- i. **WORKSHOP** to introduce the proposed FY 2023-24 budget – No action to be taken

**8-B. Public Works Department**

- i. **APPROVE** an Agreement with Dewberry Engineers, Inc. in an amount not to exceed \$111,516 for the Elevated Water Storage Tank Rehabilitation project, and authorize the City Manager to negotiate such agreement

Councilmember Hammer made a motion to **APPROVE** an Agreement with Dewberry Engineers, Inc. in an amount not to exceed \$111,516 for the Elevated Water Storage Tank Rehabilitation project, and authorize the City Manager to negotiate such agreement, seconded by Mayor Pro-Tem Mejia. The motion carried by roll call vote: Ayes: Hammer, Mejia, Gill, Kazarian, Parra

**9. STAFF COMMUNICATIONS**

*Updates were provided by City Manager Tucker, Police Chief Reid, City Engineer Park, and Community and Economic Development Director Gaffery.*

**10. COUNCILMEMBER REPORTS AND COMMENTS**

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

**11. CLOSED SESSION**

*This item was removed.*

**12. ADJOURN**

**Having no further business, the meeting adjourned at 7:11 p.m.**



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

ITEM NO: 7-C

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

May 16, 2023

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

### **SUBJECT**

APPROVE a First Amendment to the Agreement with Provost & Pritchard Consulting Group for design and professional services for new water well no. 9 in the amount of \$15,000 to add grant administration services.

### **RECOMMENDATION**

Staff recommend City Council take the above action.

### **BACKGROUND**

The City received grant funds from the Department of Water Resources' (DWR) Small Community Drought Relief Program for the design of a new water well. Staff solicited a Request for Qualifications and on November 1, 2022, the City Council awarded the contract to Provost & Pritchard Consulting Group. The Amendment will add a grant administration scope to manage the quarterly invoicing and reporting to DWR. The City will be billed on a time and materials basis for actual hours of work. Provost & Pritchard's extensive experience in managing DWR grants make them highly qualified to perform this scope of work.

### **ENVIRONMENTAL REVIEW**

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



## **FISCAL IMPACT**

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

## **CONFLICT OF INTEREST**

Staff are not aware of any conflicts of interest.

### Attachments

- First Amendment
- First Amendment, Exhibit A
- November 1, 2022 Consultant Services Agreement

**FIRST AMENDMENT TO THE CONSULTANT SERVICES AGREEMENT FOR DESIGN AND  
ENGINEERING SERVICES FOR NEW WATER WELL NO. 9 DATED NOVEMBER 1, 2022  
BETWEEN THE CITY OF FOWLER AND PROVOST & PRITCHARD CONSULTING GROUP**

- A. The City desires modifications to the services beyond the scope of the Agreement.
- B. The total amount paid by the City to Provost & Pritchard Consulting Group as stated on Page 6 of the Agreement is revised to not exceed Four Hundred Sixty-eight Thousand and Five Hundred and Thirty-one Dollars (\$468,531).
- C. An additional scope of work is authorized as shown in **EXHIBIT A** which 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 May 16, 2023.

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

**CITY OF FOWLER**

\_\_\_\_\_  
Matthew Kemp  
Chief Strategic Officer

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

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

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

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

128 South 5th Street  
Fowler, CA 93625  
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[www.provostandpritchard.com](http://www.provostandpritchard.com)

March 23, 2023

Dario Dominguez  
City of Fowler  
128 S. Fifth Street  
Fowler, CA 93626

**Subject: Contract Amendment No.1 for Project 2619-22024, New Water Well No. 9 in Fowler, California; Additional Phase for Grant Administration Services**

Dear Dario Dominguez:

The City of Fowler (City) and Provost & Pritchard have an executed contract to perform the engineering and survey services for the project named above, for which the City received grant funds from Department of Water Resources (DWR) through the Small Community Drought Relief Program. It is our understanding the City of Fowler (City) is requesting assistance with administration of their grant agreement.

## Task 101: Grant Administration

### Subtask 101.1: Invoicing

Provost & Pritchard (P&P) will prepare reimbursement requests, each of which include invoices and appropriate backup documentation for the preceding month's expenses. The reimbursement request will be submitted to the DWR Project Manager, describing the work completed and listing the costs incurred during the billing cycle.

Invoices will be prepared and submitted to DWR on a quarterly basis during the design phase (from May 2023 to October 2023) and on a monthly basis during the construction phase (October 2023 to December 2024).

### Subtask 101.2: Reporting

Reporting includes preparing and submitting progress reports to DWR. The reports include Quarterly Reports and Draft/Final Project Completion Report which will follow the guidelines set forth in Exhibit F – Report Formats and Requirements in the Funding Agreement.

Quarterly reports will include pertinent information pertaining to the project status, general project information as the project is progressing, project costs, and schedule updates. Quarterly reporting will begin in May 2023 and will remain for the duration of the project. Eight Quarterly Reports are anticipated to be submitted to DWR.

The Draft and Final Project Completion Report will be prepared and submitted to DWR within (90) calendar days of project completion. The report shall include, in part, a description of actual work done, any changes or amendments to the Project, and a final schedule showing actual progress versus planned progress, copies of any final documents or reports generated or utilized during the project. The Project Completion Report shall include, if applicable, certification of final project by a registered civil engineer.

### *Deliverables:*

- Prepare invoices and supporting documents (16)
- Quarterly progress reports (8)
- Draft and Final Project Completion Reports

## Professional Fees

Provost & Pritchard Consulting Group will perform the services in this Phase on a time and materials basis, in accordance with our Standard Fee Schedule in effect at the time services are rendered. These fees will be invoiced monthly as they are accrued, and our total fees, exclusive of reimbursable expenses, will not exceed our estimate of \$15,000 without additional authorization.

## Schedule

Once we receive an executed copy of this Proposal and are authorized to proceed, we can prepare the DWR invoices and reports, with the first submittal occurring in late May 2023. Invoicing and reporting services will occur until the end of the grant funding deadline (December 31<sup>st</sup>, 2024). Agency review time is beyond our control.

## Assumptions

- Time to prepare reimbursement request is assuming DWR will not have any comments on reimbursement requests and revisions are not needed.
- The "Auditable Reports" deliverable listed under Task 1 – Project Administration of the Funding Agreement is outside the scope of this proposal and is assumed to be prepared by the City.
- The deliverables outlined in this proposal are based on Exhibit A – Work Plan in the Executed Funding Agreement between the State of California Department of Water Resources and City of Fowler for the City of Fowler Drought Resiliency Project – Well 9.

## Terms and Conditions

The work described above is an addendum to the Agreement for Professional Services executed between the City of Fowler and Provost & Pritchard Consulting Group on November 1, 2022.

The signature below authorizes the additional scope and budget, as described above. Please sign, date, and return to Renee Tiscareno via email to [rtiscareno@ppeng.com](mailto:rtiscareno@ppeng.com).

**Client:** City of Fowler

**By:**

**Name/Title:**

**Date Signed:**

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

**By:**

**Name/Title:** Matthew W. Kemp / Chief  
Strategic Officer

**Date Signed:** 3/23/2023

**CITY OF FOWLER  
CONTRACT SERVICES AGREEMENT FOR PROFESSIONAL SERVICES**

This Contract Services Agreement for Professional Services ("Agreement") is entered into between the City of Fowler, a California general law city ("City") and Provost & Pritchard Engineering Group, Inc. d.b.a. Provost & Pritchard Consulting Group ("Vendor"), a California Corporation, with respect to the following recitals, which are a substantive part of this Agreement. This Agreement shall be effective on the last date indicated below ("Effective Date").

**RECITALS**

- A. City desires to engage the services of a qualified vendor for design and engineering services for a new Water Well No. 9 ("Services") more fully described in **Exhibit A**, which is attached hereto and incorporated by reference.
- B. Vendor is engaged in the business of providing these Services and hereby warrants and represents that Vendor is qualified, experienced, and capable of providing these Services, and possesses any required licenses, certifications, security/bonding, and/or training necessary thereto.
- C. City desires to contract with Vendor to provide these Services on the terms and conditions as set forth in this Agreement.

**Now, therefore, in consideration of the promises and mutual agreements herein, City and Vendor agree as follows:**

**AGREEMENT**

1. **Scope of Work.** Vendor agrees to perform the services as more fully described in **Exhibit A** attached hereto and incorporated herein by reference ("Services"). Changes in the scope of Services, including work incidental to the Services, shall be made in writing and particularly describe the changes in Services, payment/costs, and schedule/term, as applicable.
2. **Schedule.** City and Vendor shall mutually agree on a schedule for performing the Services. The schedule shall be subject to modification based on the City's operational needs. City will notify Vendor in advance of any modification to the schedule.
3. **Term of Agreement; Commencement of Services.** The term of this Agreement shall begin on the Effective Date and shall terminate on December 31, 2024, unless extended by mutual written agreement of the Parties. Notwithstanding the preceding sentence, this Agreement may be terminated during the term in accordance with Section 17 herein.
4. **Payment for Services.** City shall pay Vendor for the Services performed pursuant to this Agreement as follows: time and materials, per **Exhibit A**. The total amount paid by City to Vendor pursuant to this Agreement shall not exceed Four Hundred Fifty Three Thousand five hundred thirty one Dollars (\$453,531) in accordance with the fee proposal included in Exhibit A.

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

5. **Independent Contractor Status.** Vendor and its subcontractors, if any, shall perform the Services as

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

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

7. [Reserved]

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

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

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

11. [Reserved]

12. [Reserved]

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

14. Conflicts of Interest. Vendor warrants that neither Vendor nor any of its employees have an improper interest, present or contemplated, in the Services which would affect Vendor's or its employees' performance of the Services. Vendor further warrants that neither Vendor nor any of its employees have real property, business interests or income that will be affected by the Services. Vendor covenants that no person having any

such interest, whether an employee or subcontractor shall perform the Services under this Agreement. During the performance of the Services, Vendor shall not employ or retain the services of any person who is employed by the City or a member of any City Board or Commission.

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

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

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

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

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

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

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

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

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

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

the wages of Vendor, its employees, agents, and representatives. Vendor agrees to obtain and maintain a business license from City and pay the applicable business license fee to City during the term of this Agreement.

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

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

- a. Personally delivered to the party to whom it is directed. Service shall be deemed the date of delivery.
- b. Delivered by e-mail to a known address of the party to whom it is directed provided the e-mail is accompanied by an acknowledgment of receipt by the other party. Service shall be deemed the date of acknowledgement.
- c. Delivery by a reliable overnight delivery service, ex., Federal Express, receipted, addressed to the addressees set forth below the signatories to this Agreement. Service shall be deemed the date of delivery.
- d. Delivery by deposit in the United States mail, first class, postage prepaid. Service shall be deemed delivered ninety-six (96) hours after deposit.

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

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

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

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

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



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

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

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

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

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

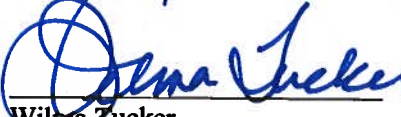
32. Non-Discrimination. Contractor shall not discriminate on the basis of any protected class under federal or State law in the provision of the Services or with respect to any Contractor employees or applicants for employment. Contractor shall ensure that any subcontractors are bound to this provision.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

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

**PROVOST & PRITCHARD  
CONSULTING GROUP**

  
Matthew W. Kemp  
Chief Strategic Officer

**CITY OF FOWLER**

  
Wilma Tucker  
City Manager

Date: 10/26/2022

Date: 11/01/2022

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

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

**EXHIBIT A  
PROPOSAL AND  
SCOPE OF SERVICES**

## **EXHIBIT B**

### **INSURANCE REQUIREMENTS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**EXHIBIT C**  
**CERTIFICATE OF INSURANCE**



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

ITEM NO: 7-D

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

May 16, 2023

**FROM** SOO HO PARK, City Engineer

### **SUBJECT**

APPROVE Resolution No. 2643 for a project list of SB 1 Local Streets and Road Maintenance and Rehabilitation Account funds for Fiscal Year 2023-24.

### **RECOMMENDATION**

Staff recommends the City Council take the above action.

### **BACKGROUND**

In April 2017, the California State Legislature passed Senate Bill 1 (SB 1), the Road Repair and Accountability Act of 2017. As part SB 1, specific transparency and accountability provisions must be met to ensure that the public is aware of the projects that have been completed utilizing SB 1 funds.

In 2019, all City streets were evaluated and rated as part of a pavement management system update. The pavements have been evaluated to determine their Pavement Condition Index (PCI). The PCI scale ranges from 100 (new road) to 0 (gravel road). Typically, street maintenance strategies are aligned with the following PCI scale:

PCI Range	Treatment
100-85	No Treatment
85-70	Slurry Seal
70-50	Cape Seal or Thin Overlay
50-25	Thick Overlay
25-0	Reconstruction

Each year, the City is required to update and provide a list of proposed projects to receive funding from the Road Maintenance and Rehabilitation Account (RMRA), in accordance with SB 1. This list must include the:

- Location of the project
- Proposed schedule of completion
- Estimated useful life of the improvement

Additionally, cities and counties must annually adopt a resolution with a list of projects they anticipate funding with SB1 funds. The project lists must be submitted to the California Transportation Commission (CTC) by July 1 to be eligible for SB 1 funding for the following fiscal year.

For FY 23-24, the City is expected to have a total of \$323,096 from the RMRA fund. This also includes previously unused funds, with interest. Based on the Pavement Management System adopted by the City in 2019, staff has identified candidate projects for the RMRA funding program. Candidate projects were identified utilizing the pavement condition index (PCI) for each roadway segment and the funding available.

The candidate projects for FY 23-24 are:

Project	Description	Location	PCI
Fresno Street	Resurface roadway	5th Street to 3rd Street	24
7th Street	Resurface roadway	Modesto Street to Adams Avenue	29
7th Street	Resurface roadway	Vine Street to Fresno Street	30

Staff's recommended FY 23-24 project is to resurface Fresno Street from 5th Street to 3rd Street.

## ENVIRONMENTAL REVIEW

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

## FISCAL IMPACT

Adoption of the project list will allow the City to maintain eligibility to receive the FY 23-24 SB1 funds.

## **CONFLICT OF INTEREST**

Staff are not aware of any conflicts of interest.

### **Attachments**

- Resolution No. 2643



## **RESOLUTION NO. 2643**

### **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FOWLER APPROVING A LIST OF PROJECTS FOR FISCAL YEAR 2023-24 TO BE FUNDED BY ROAD MAINTENANCE AND REHABILITATION ACCOUNT REVENUES IN ACCORDANCE WITH THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017 (SB 1)**

**WHEREAS**, Senate Bill 1 (“SB 1”), the Road Repair and Accountability Act of 2017 (Chapter 5, Statutes of 2017), was passed by the Legislature and signed into law by the Governor in April 2017 in order to address the significant multi-modal transportation funding shortfalls statewide; and

**WHEREAS**, SB 1 includes accountability and transparency provisions to ensure the residents of the City of Fowler (“City”) are aware of the projects proposed for funding in the community and which projects have been completed each fiscal year; and

**WHEREAS**, the City must include a list of all projects proposed to receive funding from the Road Maintenance and Rehabilitation Account (“RMRA”), created by SB 1, in the City budget, which must include a description and the location of each proposed project, a proposed schedule for the project’s completion, and the estimated useful life of the improvement; and

**WHEREAS**, the City will receive an estimated \$172,102 in RMRA funding in Fiscal Year 2023-24 from SB 1; and

**WHEREAS**, the City has an estimate unused funds of \$150,994 in RMRA funding from Fiscal Year 2022-23 from SB 1; and

**WHEREAS**, this is the seventh (7th) year in which the City is receiving SB 1 funding and will enable the City to continue essential road maintenance and rehabilitation projects, safety improvements, repairing and replacing aging bridges, and increasing access and mobility options for the traveling public that would not have otherwise been possible without SB 1; and

**WHEREAS**, the City has undergone a robust public process to ensure public input into our community’s transportation priorities and the project list; and

**WHEREAS**, the City used a Pavement Management System to develop the SB 1 project list to ensure revenues are being used on the most high-priority and cost-effective projects that also meet the community’s priorities for transportation investment; and

**WHEREAS**, the funding from SB 1 will help the City maintain and rehabilitate one (1) street within the City this year and similar projects into the future; and

**WHEREAS**, the 2018 California Statewide Local Streets and Roads Needs Assessment found that the City’s streets and roads are in an “at-risk” condition. This revenue will help us increase the overall quality of our road system and over the next decade will bring our streets and roads into a “good” condition; and

**WHEREAS**, the SB 1 project list and overall investment in our local streets and roads infrastructure, with a focus on basic maintenance and safety, investing in complete streets infrastructure, and using cutting-edge technology, materials and practices, will have significant positive co-benefits statewide.

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

1. The foregoing recitals are true and correct.
2. The following list of proposed projects will be funded in-part or solely with fiscal year 2023-24 Road Maintenance and Rehabilitation Account revenues:

Project	Description	Location	Estimated Useful Life	Anticipated Year of Construction
Fresno Street Rehabilitation	Resurface roadway	5th Street to 3rd Street	10-15 Years	2024

**PASSED, APPROVED AND ADOPTED** this 16th day of May 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