



**MEETING OF THE FOWLER CITY COUNCIL AND  
JOINT SPECIAL MEETING OF THE CITY COUNCIL  
AND PLANNING COMMISSION  
AGENDA  
TUESDAY, JUNE 20, 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 and Planning Commission meetings are open to the public at the physical address listed above. There are numerous ways to participate in the City Council meetings or Planning Commission: 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 and Planning Commission 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/88460267088?pwd=SG03THhCMDdsbnNxQWVtREhrUHVqQT09>

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

**Meeting ID: 884 6026 7088**

**Passcode: 661428**

**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 and Planning Commission regarding an open session item on the agenda will be made available for public inspection at City Hall, in the City Clerk's office, during normal business hours. In addition, such writings and documents may be posted on the City's website at [www.fowlercity.org](http://www.fowlercity.org).

Resolutions and Ordinances - With respect to the approval of resolutions and ordinances, the reading of the title thereto shall be deemed a motion to waive a reading of the complete resolution or ordinance and unless there is a request by a Councilmember or Commissioner 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 or Commission.

1. City Council Meeting Called to Order
2. Roll Call
3. Invocation by Pastor Rod Haro of the Worship Centre
4. Pledge of Allegiance
5. Ceremonial Presentations
  - 5-A. Lady Redcats Softball team recognition

Adjourn to Joint Special Meeting of the Planning Commission and City Council

6. WORKSHOP on multi-jurisdictional housing element

Adjourn back to the Regular City Council Meeting

7. 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.*

8. 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.*

- 8-A. RATIFY Warrants for June 20, 2023
- 8-B. APPROVE Minutes of the June 6, 2023 City Council Meeting
- 8-C. Actions pertaining to the Professional Auditing Services (Finance)
  - i. APPROVE First Amendment to the agreement with Bryant L. Jolley, CPA for Professional Auditing Services
  - ii. ADOPT RESOLUTION No. 2650 amending the 2022-2023 Adopted Budget to appropriate \$2,000 in the general and water fund
- 8-D. INFORMATIONAL – Submittal of a Conceptual Final Map Related to Revised Tentative Tract Map No. 6381 (Marshall Estates II) (Planning)
- 8-E. APPROVE RESOLUTION No. 2651, a resolution directing the City Engineer to initiate and prepare the Engineer’s Report for the City’s Landscaping and Storm Drainage Facilities Maintenance District No. 1 for fiscal year 2023-2024 (Public Works)
- 8-F. APPROVE RESOLUTION No. 2652 adopting a budget amendment for Fiscal Year 2022-2023 allocating \$190,000 in Traffic Impact Fees for a pedestrian crossing at South and Bousian Avenues (Public Works)
- 8-G. Actions pertaining to Recreation appointments (Recreation)
  - i. REAPPOINT Roy Alatorre to the Recreation Commission for the portion of unexpired term ending 12/31/2023
  - ii. REAPPOINT Ailynn Martinez to the Recreation Commission for the portion of unexpired term ending 12/31/2023
  - iii. REAPPOINT Monique Velasquez – Lopez to the Recreation Commission for the portion of unexpired term ending 12/31/2023
- 8-H. APPROVE an agreement with Fresno Economic Opportunities Commission Food Services (Fresno EOC) to provide lunch meals for the City of Fowler’s Senior Center program in an amount not to exceed \$45,000 for Fiscal Year 2023-2024 (Senior Center)
- 9. Contested Consent Calendar - Items pulled from the Consent Calendar will be heard individually immediately after action is taken on the Consent Calendar.
- 10. General Administration
  - 10-A. Fire Department
    - i. APPROVE RESOLUTION No. 2653 acknowledging acceptance of a report on the City’s compliance with SB 1205 and California Health & Safety Code 13146.4

- ii. Actions pertaining to fire planning and prevention:
  - 1) APPROVE an agreement with Fresno County Fire Protection District (FCFPD) for fire prevention and code compliance services
  - 2) APPROVE RESOLUTION No. 2654 amending the City's Master Fee Schedule
- iii. Quarterly update from Fresno County Fire Protection District

10-B. Planning Department

- i. APPROVE an agreement with Provost and Pritchard Consulting Group for on-call planning services on a time and materials basis not to exceed \$200,000 through June 30, 2024 and authorize the City Manager to negotiate such agreement
- ii. APPROVE a First Amendment to the Agreement with Toole Design Group, LLC in the amount of \$48,830 for visual identity design services

10-C. Public Works Department

- i. INFORMATIONAL - Commercial Water Accounts
- ii. INTRODUCE Ordinance 2023-02, Amending Article 11 and adding Article 14 to Chapter 4, Title 6 of the Fowler Municipal Code to implement a Water Shortage Contingency Plan

11. Staff Communications (City Manager)

12. Councilmember Reports and Comments

13. Closed

13-A. Government Code Section 54957  
Public Employee Appointment/Employment  
Title: Public Works Director

14. Adjourn

*Next Ordinance No. 2023-08*

*Next Resolution No. 2655*

*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, June 16, 2023.*

*Angela Vasquez*

Angela Vasquez, CPMC  
City Clerk

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CITY OF FOWLER  
WARRANTS LIST  
June 20, 2023

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<u>ACCOUNTS PAYABLE CHECKS</u>	<u>CHECK NUMBERS</u>	<u>CHECK DATES</u>	<u>AMOUNT</u>
Regular checks	41399 - 41446	June 1 thru June 15	\$ 192,734.98
TOTAL ACCOUNTS PAYABLE CHECKS			<u>\$ 192,734.98</u>
 <u>PAYROLL COSTS</u>			
First June Bi-Monthly Payroll		June 15, 2023	\$ 102,126.88
TOTAL PAYROLL COSTS			<u>\$ 102,126.88</u>
TOTAL CASH DISBURSEMENTS			<u>\$ 294,861.86</u>

**NOTE:**

SUPERION  
DATE: 06/14/2023  
TIME: 17:40:38

CITY OF FOWLER  
CHECK REGISTER - DISBURSEMENT FUND

PAGE NUMBER: 1  
ACCTPA21

SELECTION CRITERIA: transact.check\_no between '41399' and '41446'  
ACCOUNTING PERIOD: 12/23

FUND - 100 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DEPT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1001	41399	06/07/23	14519	AMAZON CAPITAL SERVICES	6150	OFFICE SUPPLIES	0.00	27.24
1001	41400	06/07/23	12489	BATTERY SYSTEMS INC	5000	BATTERY WATER	0.00	150.68
1001	41401	06/07/23	10026	BCT CONSULTING	6120	NETWRK SVC JUN23	0.00	493.92
1001	41401	06/07/23	10026	BCT CONSULTING	6150	NETWRK SVC JUN23	0.00	493.89
1001	41401	06/07/23	10026	BCT CONSULTING	6030	NETWRK SVC JUN23	0.00	493.89
1001	41401	06/07/23	10026	BCT CONSULTING	5000	NETWRK SVC JUN23	0.00	493.89
1001	41401	06/07/23	10026	BCT CONSULTING	6150	VOIP 6/1/23	0.00	251.25
1001	41401	06/07/23	10026	BCT CONSULTING	6030	VOIP 6/1/23	0.00	251.25
1001	41401	06/07/23	10026	BCT CONSULTING	5000	VOIP 6/1/23	0.00	251.25
1001	41401	06/07/23	10026	BCT CONSULTING	6120	VOIP 6/1/23	0.00	251.25
1001	41401	06/07/23	10026	BCT CONSULTING	6120	SOPHOS JUN23	0.00	139.90
TOTAL CHECK							0.00	3,120.49
1001	41402	06/07/23	10024	BSK ASSOCIATES	5000	WATER TEST	0.00	145.00
1001	41403	06/07/23	10064	COLONIAL LIFE INSURANCE	100	EMP DED JUNE 23	0.00	47.42
1001	41403	06/07/23	10064	COLONIAL LIFE INSURANCE	100	EMP DED JUNE 23	0.00	37.18
TOTAL CHECK							0.00	84.60
1001	41404	06/07/23	14869	ESTEFANIA OROSCO	500	UB REFUND	0.00	100.00
1001	41406	06/07/23	14245	FOWLER ACE HARDWARE	6200	SUPPLIES - STREETS	0.00	10.38
1001	41406	06/07/23	14245	FOWLER ACE HARDWARE	6200	SUPPLIES - STREETS	0.00	10.37
1001	41406	06/07/23	14245	FOWLER ACE HARDWARE	6200	SUPPLIES - STREETS	0.00	10.14
1001	41406	06/07/23	14245	FOWLER ACE HARDWARE	6200	SUPPLIES - STREETS	0.00	9.30
1001	41406	06/07/23	14245	FOWLER ACE HARDWARE	6200	SUPPLIES - STREETS	0.00	8.65
1001	41406	06/07/23	14245	FOWLER ACE HARDWARE	6200	SUPPLIES - STREETS	0.00	5.13
1001	41406	06/07/23	14245	FOWLER ACE HARDWARE	6200	SUPPLIES - STREETS	0.00	4.66
1001	41406	06/07/23	14245	FOWLER ACE HARDWARE	6200	SUPPLIES - STREETS	0.00	4.32
1001	41406	06/07/23	14245	FOWLER ACE HARDWARE	6200	SUPPLIES - STREETS	0.00	3.42
1001	41406	06/07/23	14245	FOWLER ACE HARDWARE	6200	SUPPLIES - STREETS	0.00	10.38
1001	41406	06/07/23	14245	FOWLER ACE HARDWARE	6200	SUPPLIES - STREETS	0.00	12.56
1001	41406	06/07/23	14245	FOWLER ACE HARDWARE	6200	SUPPLIES - STREETS	0.00	12.75
1001	41406	06/07/23	14245	FOWLER ACE HARDWARE	6200	SUPPLIES - STREETS	0.00	12.94
1001	41406	06/07/23	14245	FOWLER ACE HARDWARE	6200	SUPPLIES - STREETS	0.00	12.95
1001	41406	06/07/23	14245	FOWLER ACE HARDWARE	6200	SUPPLIES - STREETS	0.00	13.60
1001	41406	06/07/23	14245	FOWLER ACE HARDWARE	6200	SUPPLIES - STREETS	0.00	14.06
1001	41406	06/07/23	14245	FOWLER ACE HARDWARE	6200	SUPPLIES - STREETS	0.00	15.13
1001	41406	06/07/23	14245	FOWLER ACE HARDWARE	6200	SUPPLIES - STREETS	0.00	16.22
1001	41406	06/07/23	14245	FOWLER ACE HARDWARE	6200	SUPPLIES - STREETS	0.00	16.22
1001	41406	06/07/23	14245	FOWLER ACE HARDWARE	6200	SUPPLIES - STREETS	0.00	16.22
1001	41406	06/07/23	14245	FOWLER ACE HARDWARE	6200	SUPPLIES - STREETS	0.00	16.43
1001	41406	06/07/23	14245	FOWLER ACE HARDWARE	6200	SUPPLIES - STREETS	0.00	22.79
1001	41406	06/07/23	14245	FOWLER ACE HARDWARE	6200	SUPPLIES - STREETS	0.00	25.94
1001	41406	06/07/23	14245	FOWLER ACE HARDWARE	6200	SUPPLIES - STREETS	0.00	25.96
1001	41406	06/07/23	14245	FOWLER ACE HARDWARE	6200	SUPPLIES - STREETS	0.00	28.13
1001	41406	06/07/23	14245	FOWLER ACE HARDWARE	6200	SUPPLIES - STREETS	0.00	30.29
1001	41406	06/07/23	14245	FOWLER ACE HARDWARE	6200	SUPPLIES - STREETS	0.00	30.90
1001	41406	06/07/23	14245	FOWLER ACE HARDWARE	6200	SUPPLIES - STREETS	0.00	34.01
1001	41406	06/07/23	14245	FOWLER ACE HARDWARE	6200	SUPPLIES - STREETS	0.00	36.77

SUPERION  
DATE: 06/14/2023  
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CITY OF FOWLER  
CHECK REGISTER - DISBURSEMENT FUND

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ACCTPA21

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FUND - 100 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DEPT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1001	41406	06/07/23	14245	FOWLER ACE HARDWARE	6200	SUPPLIES - STREETS	0.00	37.86
1001	41406	06/07/23	14245	FOWLER ACE HARDWARE	6200	SUPPLIES - STREETS	0.00	37.99
1001	41406	06/07/23	14245	FOWLER ACE HARDWARE	6200	SUPPLIES - STREETS	0.00	41.10
1001	41406	06/07/23	14245	FOWLER ACE HARDWARE	6200	SUPPLIES - STREETS	0.00	43.44
1001	41406	06/07/23	14245	FOWLER ACE HARDWARE	6200	SUPPLIES - STREETS	0.00	47.60
1001	41406	06/07/23	14245	FOWLER ACE HARDWARE	6200	SUPPLIES - STREETS	0.00	59.50
1001	41406	06/07/23	14245	FOWLER ACE HARDWARE	6200	SUPPLIES - STREETS	0.00	143.87
1001	41406	06/07/23	14245	FOWLER ACE HARDWARE	6200	SUPPLIES - STREETS	0.00	383.54
1001	41406	06/07/23	14245	FOWLER ACE HARDWARE	6200	SUPPLIES - STREETS	0.00	420.39
1001	41406	06/07/23	14245	FOWLER ACE HARDWARE	6200	SUPPLIES - STREETS	0.00	432.89
TOTAL	CHECK						0.00	2,118.80
1001	41407	06/07/23	14246	FOWLER ACE HARDWARE	6020	SUPPLIES	0.00	25.96
1001	41408	06/07/23	14247	FOWLER ACE HARDWARE	5000	SUPPLIES - WATER	0.00	-10.03
1001	41408	06/07/23	14247	FOWLER ACE HARDWARE	5000	SUPPLIES - WATER	0.00	4.32
1001	41408	06/07/23	14247	FOWLER ACE HARDWARE	5000	SUPPLIES - WATER	0.00	6.05
1001	41408	06/07/23	14247	FOWLER ACE HARDWARE	5000	SUPPLIES - WATER	0.00	8.65
1001	41408	06/07/23	14247	FOWLER ACE HARDWARE	5000	SUPPLIES - WATER	0.00	10.81
1001	41408	06/07/23	14247	FOWLER ACE HARDWARE	5000	SUPPLIES - WATER	0.00	11.99
1001	41408	06/07/23	14247	FOWLER ACE HARDWARE	5000	SUPPLIES - WATER	0.00	24.87
TOTAL	CHECK						0.00	56.66
1001	41409	06/07/23	14249	FOWLER ACE HARDWARE	6260	SUPPLIES - PARKS	0.00	-25.96
1001	41409	06/07/23	14249	FOWLER ACE HARDWARE	6260	SUPPLIES - PARKS	0.00	6.48
1001	41409	06/07/23	14249	FOWLER ACE HARDWARE	6260	SUPPLIES - PARKS	0.00	7.13
1001	41409	06/07/23	14249	FOWLER ACE HARDWARE	6260	SUPPLIES - PARKS	0.00	7.13
1001	41409	06/07/23	14249	FOWLER ACE HARDWARE	6260	SUPPLIES - PARKS	0.00	10.80
1001	41409	06/07/23	14249	FOWLER ACE HARDWARE	6260	SUPPLIES - PARKS	0.00	16.22
1001	41409	06/07/23	14249	FOWLER ACE HARDWARE	6260	SUPPLIES - PARKS	0.00	16.43
1001	41409	06/07/23	14249	FOWLER ACE HARDWARE	6260	SUPPLIES - PARKS	0.00	25.52
1001	41409	06/07/23	14249	FOWLER ACE HARDWARE	6260	SUPPLIES - PARKS	0.00	25.96
1001	41409	06/07/23	14249	FOWLER ACE HARDWARE	6260	SUPPLIES - PARKS	0.00	59.07
1001	41409	06/07/23	14249	FOWLER ACE HARDWARE	6260	SUPPLIES - PARKS	0.00	98.46
TOTAL	CHECK						0.00	247.24
1001	41410	06/07/23	10475	FRESNO COUNTY GRAPHICS	6010	PLAQUES COUNCIL	0.00	346.48
1001	41411	06/07/23	14238	INFOSEND, INC	5000	UB MAINT APR23	0.00	564.67
1001	41412	06/07/23	13496	KEENAN & ASSOCIATES	6700	HEALTH BENEFITS JUN23	0.00	808.97
1001	41412	06/07/23	13496	KEENAN & ASSOCIATES	6400	HEALTH BENEFITS JUN23	0.00	808.97
1001	41412	06/07/23	13496	KEENAN & ASSOCIATES	6025	HEALTH BENEFITS JUN23	0.00	839.79
1001	41412	06/07/23	13496	KEENAN & ASSOCIATES	6030	HEALTH BENEFITS JUN23	0.00	922.68
1001	41412	06/07/23	13496	KEENAN & ASSOCIATES	6160	HEALTH BENEFITS JUN23	0.00	1,187.20
1001	41412	06/07/23	13496	KEENAN & ASSOCIATES	6020	HEALTH BENEFITS JUN23	0.00	1,521.29
1001	41412	06/07/23	13496	KEENAN & ASSOCIATES	6150	HEALTH BENEFITS JUN23	0.00	1,845.38
1001	41412	06/07/23	13496	KEENAN & ASSOCIATES	6260	HEALTH BENEFITS JUN23	0.00	2,107.83
1001	41412	06/07/23	13496	KEENAN & ASSOCIATES	100	HEALTH BENEFITS JUN23	0.00	2,151.46
1001	41412	06/07/23	13496	KEENAN & ASSOCIATES	6200	HEALTH BENEFITS JUN23	0.00	3,312.53
1001	41412	06/07/23	13496	KEENAN & ASSOCIATES	5000	HEALTH BENEFITS JUN23	0.00	5,376.64
1001	41412	06/07/23	13496	KEENAN & ASSOCIATES	6120	HEALTH BENEFITS JUN23	0.00	8,905.33

SUPERION  
DATE: 06/14/2023  
TIME: 17:40:38

CITY OF FOWLER  
CHECK REGISTER - DISBURSEMENT FUND

PAGE NUMBER: 3  
ACCTPA21

SELECTION CRITERIA: transact.check\_no between '41399' and '41446'  
ACCOUNTING PERIOD: 12/23

FUND - 100 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DEPT	-----DESCRIPTION-----	SALES TAX	AMOUNT
TOTAL CHECK							0.00	29,788.07
1001	41413	06/07/23	10885	NELSONS POWER CENTER	6260	SUPPLIES - PARKS	0.00	13.14
1001	41413	06/07/23	10885	NELSONS POWER CENTER	6200	SUPPLIES - STREETS	0.00	49.53
TOTAL CHECK							0.00	62.67
1001	41414	06/07/23	14660	OLD REPUBLIC TITLE COMPA	2560	BASIN TITLE REPORTS	0.00	800.00
1001	41415	06/07/23	10237	P G & E - SACRAMENTO	6200	1292 MILLAR 5/30/23	0.00	2.02
1001	41415	06/07/23	10237	P G & E - SACRAMENTO	6200	127 S 6TH 5/30/23	0.00	4.04
1001	41415	06/07/23	10237	P G & E - SACRAMENTO	6200	SUMER&MAGNOLA 5/16/23	0.00	4.93
1001	41415	06/07/23	10237	P G & E - SACRAMENTO	6200	SUMNER/HW99 5/16/23	0.00	9.87
1001	41415	06/07/23	10237	P G & E - SACRAMENTO	6200	TSFR 3LTS 5/16/23	0.00	10.54
1001	41415	06/07/23	10237	P G & E - SACRAMENTO	6200	LS1-F-HWY LT 5/16/23	0.00	10.55
1001	41415	06/07/23	10237	P G & E - SACRAMENTO	6200	LS1-E HWY LT 5/16/23	0.00	12.18
1001	41415	06/07/23	10237	P G & E - SACRAMENTO	2250	MANN&GLD ST 5/25/23	0.00	14.29
1001	41415	06/07/23	10237	P G & E - SACRAMENTO	2250	MAN/GLDST 5/28/23	0.00	14.29
1001	41415	06/07/23	10237	P G & E - SACRAMENTO	6200	8TH/VINE 5/16/23	0.00	14.79
1001	41415	06/07/23	10237	P G & E - SACRAMENTO	6200	ADAMS/DEEAN 5/16/23	0.00	16.06
1001	41415	06/07/23	10237	P G & E - SACRAMENTO	6200	LS1-A HWY LT 5/16/23	0.00	19.23
1001	41415	06/07/23	10237	P G & E - SACRAMENTO	6200	TR5090 5/16/23	0.00	23.58
1001	41415	06/07/23	10237	P G & E - SACRAMENTO	2250	300 W MERCED 5/30/23	0.00	33.31
1001	41415	06/07/23	10237	P G & E - SACRAMENTO	6200	TEMP/PARL 5/16/23	0.00	34.52
1001	41415	06/07/23	10237	P G & E - SACRAMENTO	6200	LS2-A-HWY LT 5/16/23	0.00	34.52
1001	41415	06/07/23	10237	P G & E - SACRAMENTO	6200	LS1-F HWY LT 5/16/23	0.00	40.47
1001	41415	06/07/23	10237	P G & E - SACRAMENTO	6200	429 E. MERCED 5/24/23	0.00	47.32
1001	41415	06/07/23	10237	P G & E - SACRAMENTO	6200	LS2-A HWY LT 5/16/23	0.00	51.50
1001	41415	06/07/23	10237	P G & E - SACRAMENTO	2250	MERCED/8TH 5/28/23	0.00	65.29
1001	41415	06/07/23	10237	P G & E - SACRAMENTO	6200	TR5041 5/16/23	0.00	90.45
1001	41415	06/07/23	10237	P G & E - SACRAMENTO	2250	ADAMS&GLDNST 5/31/23	0.00	105.18
1001	41415	06/07/23	10237	P G & E - SACRAMENTO	2250	GLDST/MAN SIG 5/28/23	0.00	109.81
1001	41415	06/07/23	10237	P G & E - SACRAMENTO	6200	T5088 5/16/23	0.00	112.12
1001	41415	06/07/23	10237	P G & E - SACRAMENTO	6200	GLDST/VLYDR 5/16/23	0.00	162.02
1001	41415	06/07/23	10237	P G & E - SACRAMENTO	6130	220 E MAIN 5/24/23	0.00	194.01
1001	41415	06/07/23	10237	P G & E - SACRAMENTO	6200	CLAYTON/ARMST 5/16/23	0.00	204.47
1001	41415	06/07/23	10237	P G & E - SACRAMENTO	6200	LS1-C-HWY LT 5/16/23	0.00	305.98
1001	41415	06/07/23	10237	P G & E - SACRAMENTO	6200	LS1-F-HWY LT 5/16/23	0.00	380.06
1001	41415	06/07/23	10237	P G & E - SACRAMENTO	5000	325 S 5TH 5/30/23	0.00	423.38
1001	41415	06/07/23	10237	P G & E - SACRAMENTO	5000	WELL SITE 7 5/31/23	0.00	503.98
1001	41415	06/07/23	10237	P G & E - SACRAMENTO	6150	122 S 5TH #A 5/30/23	0.00	506.04
1001	41415	06/07/23	10237	P G & E - SACRAMENTO	6200	LS1-A-5/16/23	0.00	730.41
1001	41415	06/07/23	10237	P G & E - SACRAMENTO	2250	700 MERCED #A 5/30/23	0.00	752.68
1001	41415	06/07/23	10237	P G & E - SACRAMENTO	6200	LS2-A HWY LT 5/16/23	0.00	777.11
1001	41415	06/07/23	10237	P G & E - SACRAMENTO	6200	LSI-E-HWY LT 5/16/23	0.00	1,040.70
1001	41415	06/07/23	10237	P G & E - SACRAMENTO	6200	LS2-A HWY LT 5/16/23	0.00	1,199.14
1001	41415	06/07/23	10237	P G & E - SACRAMENTO	5000	WELL SITE 8 5/31/23	0.00	8,974.25
TOTAL CHECK							0.00	17,035.09
1001	41416	06/07/23	13095	PBM SUPPLY & MFG	6260	SUPPLIES - PARKS	0.00	7.11
1001	41417	06/07/23	13655	PROVOST & PRITCHARD	6150	REZONE APP	0.00	323.40
1001	41417	06/07/23	13655	PROVOST & PRITCHARD	6150	SPR 22-08 PHX	0.00	372.40



SUPERION  
 DATE: 06/14/2023  
 TIME: 17:40:38

CITY OF FOWLER  
 CHECK REGISTER - DISBURSEMENT FUND

PAGE NUMBER: 4  
 ACCTPA21

SELECTION CRITERIA: transact.check\_no between '41399' and '41446'  
 ACCOUNTING PERIOD: 12/23

FUND - 100 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DEPT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1001	41417	06/07/23	13655	PROVOST & PRITCHARD	6150	ON CALL ENG SVC	0.00	16,424.10
TOTAL CHECK							0.00	17,119.90
1001	41418	06/07/23	14868	SINGH, HARMANDEEP & KAUR	500	UB REFUND	0.00	65.94
1001	41419	06/07/23	13543	UNIFIRST CORPORATION	6700	JANITORIAL SNR CTR	0.00	62.59
1001	41419	06/07/23	13543	UNIFIRST CORPORATION	6200	UNIFORMS - PW	0.00	82.34
1001	41419	06/07/23	13543	UNIFIRST CORPORATION	5000	UNIFORMS - PW	0.00	82.35
1001	41419	06/07/23	13543	UNIFIRST CORPORATION	6200	UNIFORMS - PW	0.00	90.57
1001	41419	06/07/23	13543	UNIFIRST CORPORATION	5000	UNIFORMS - PW	0.00	90.57
TOTAL CHECK							0.00	408.42
1001	41420	06/07/23	10725	VERIZON WIRELESS	6150	CELL PHONE 4/24-5/23	0.00	103.76
1001	41420	06/07/23	10725	VERIZON WIRELESS	6200	CELL PHONE 4/20-5/19	0.00	346.19
TOTAL CHECK							0.00	449.95
1001	41421	06/07/23	14730	WILMA TUCKER	6020	ICSC 2023	0.00	448.93
1001	41422	06/14/23	11689	A & C TIRE SERVICE	6200	FLAT REPAIR F350	0.00	20.00
1001	41422	06/14/23	11689	A & C TIRE SERVICE	6200	FLAT REPAIR SVC TRUCK	0.00	20.00
1001	41422	06/14/23	11689	A & C TIRE SERVICE	6020	FLAT REPAIR PRIUS	0.00	20.00
TOTAL CHECK							0.00	60.00
1001	41423	06/14/23	10007	ALERT-O-LITE, INC	6200	SUPPLIES - STREETS	0.00	139.77
1001	41423	06/14/23	10007	ALERT-O-LITE, INC	6200	SUPPLIES - STREETS	0.00	279.55
TOTAL CHECK							0.00	419.32
1001	41424	06/14/23	14020	BRYANT L. JOLLEY, CPA	5000	AUDIT 21-22	0.00	19,500.00
1001	41424	06/14/23	14020	BRYANT L. JOLLEY, CPA	6030	AUDIT 21-22	0.00	19,500.00
TOTAL CHECK							0.00	39,000.00
1001	41425	06/14/23	11291	THE BUSINESS JOURNAL	6150	PHN PLAN FEE SCH	0.00	330.00
1001	41425	06/14/23	11291	THE BUSINESS JOURNAL	6150	PHN PLAN FEE SCH	0.00	345.00
TOTAL CHECK							0.00	675.00
1001	41426	06/14/23	11970	CENTRAL VALLEY TOXICOLOG	6120	ETHYL ALCOHOL	0.00	40.00
1001	41427	06/14/23	12654	COMCAST	6120	ETHERNET SVC JUN23	0.00	696.70
1001	41428	06/14/23	12654	COMCAST	6120	COMCAST VOICE JUN23	0.00	60.80
1001	41429	06/14/23	10069	COUNCIL OF FRESNO COUNTY	7100	HOUSING ELEMENT	0.00	1,261.05
1001	41429	06/14/23	10069	COUNCIL OF FRESNO COUNTY	7100	HOUSING ELEMENT	0.00	15,224.42
TOTAL CHECK							0.00	16,485.47
1001	41430	06/14/23	14702	DAVE'S AUTO SERVICE	6200	SERVICE F150	0.00	278.00
1001	41430	06/14/23	14702	DAVE'S AUTO SERVICE	6200	SERVICE F150	0.00	390.20
TOTAL CHECK							0.00	668.20
1001	41431	06/14/23	14871	FASTRAK INVOICE PROCESSI	6200	TOLL - LCW TRAINING	0.00	14.00
1001	41432	06/14/23	10124	FRESNO SHERIFF BUS OFFIC	6120	DISPATCHING SVC MAR23	0.00	9,329.08

SUPERION  
DATE: 06/14/2023  
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CITY OF FOWLER  
CHECK REGISTER - DISBURSEMENT FUND

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SELECTION CRITERIA: transact.check\_no between '41399' and '41446'  
ACCOUNTING PERIOD: 12/23

FUND - 100 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DEPT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1001	41433	06/14/23	14156	FRESNO ECONOMIC OPPORTUN	6700	SR LUNCH MAY23	0.00	1,340.02
1001	41434	06/14/23	14749	HOFFMAN SECURITY	6120	SECURITY SVC JUN23	0.00	57.00
1001	41435	06/14/23	11507	LIEBERT CASSIDY WHITMORE	6200	ERC MEMBERSHIP	0.00	1,700.00
1001	41436	06/14/23	10203	MID VALLEY PACKAGING & S	6120	SUPPLIES - PD	0.00	205.97
1001	41437	06/14/23	14428	NAVIA BENEFIT SOLUTIONS	6020	COBRA - MAY23	0.00	36.45
1001	41438	06/14/23	10215	NELSON HARDWARE & GIFTS	6200	SUPPLIES - STREETS	0.00	32.52
1001	41440	06/14/23	13655	PROVOST & PRITCHARD	6150	SPR 22-44	0.00	48.00
1001	41440	06/14/23	13655	PROVOST & PRITCHARD	6150	ENG SUMNER ST VACAT	0.00	72.50
1001	41440	06/14/23	13655	PROVOST & PRITCHARD	6150	ENG-SPR 22-21	0.00	92.00
1001	41440	06/14/23	13655	PROVOST & PRITCHARD	6150	LLA 507 E MERCED	0.00	100.10
1001	41440	06/14/23	13655	PROVOST & PRITCHARD	6150	CUP 21-05	0.00	117.60
1001	41440	06/14/23	13655	PROVOST & PRITCHARD	6150	SPR 22-08-PHX	0.00	145.00
1001	41440	06/14/23	13655	PROVOST & PRITCHARD	6150	TM 22-0047	0.00	148.10
1001	41440	06/14/23	13655	PROVOST & PRITCHARD	6150	SPR 23-01-215	0.00	200.10
1001	41440	06/14/23	13655	PROVOST & PRITCHARD	6150	SPR 23-06 CELL TOWER	0.00	256.20
1001	41440	06/14/23	13655	PROVOST & PRITCHARD	6150	TTM 6381	0.00	260.50
1001	41440	06/14/23	13655	PROVOST & PRITCHARD	6150	ENG-BP22-435	0.00	290.70
1001	41440	06/14/23	13655	PROVOST & PRITCHARD	6150	ENG-BP23-55	0.00	367.00
1001	41440	06/14/23	13655	PROVOST & PRITCHARD	6150	TRACT 6188	0.00	405.20
1001	41440	06/14/23	13655	PROVOST & PRITCHARD	6150	ENT TRACT 6274	0.00	540.75
1001	41440	06/14/23	13655	PROVOST & PRITCHARD	6150	CUP 19-02	0.00	647.20
1001	41440	06/14/23	13655	PROVOST & PRITCHARD	6150	TM 22-55	0.00	668.10
1001	41440	06/14/23	13655	PROVOST & PRITCHARD	6150	REZONE 22-10	0.00	771.40
1001	41440	06/14/23	13655	PROVOST & PRITCHARD	6150	TM 23-01	0.00	802.00
1001	41440	06/14/23	13655	PROVOST & PRITCHARD	6150	TRACT 5952	0.00	892.10
1001	41440	06/14/23	13655	PROVOST & PRITCHARD	6150	TM 23-01	0.00	897.70
1001	41440	06/14/23	13655	PROVOST & PRITCHARD	6150	SPR 22-42	0.00	980.20
1001	41440	06/14/23	13655	PROVOST & PRITCHARD	5000	WATER SYSTEM OP	0.00	1,201.00
1001	41440	06/14/23	13655	PROVOST & PRITCHARD	6150	CUP 23-11	0.00	1,599.00
1001	41440	06/14/23	13655	PROVOST & PRITCHARD	6150	SUMNER ST VAC 22-18	0.00	2,102.00
1001	41440	06/14/23	13655	PROVOST & PRITCHARD	5000	COF OVERLAY PROJ	0.00	6,478.10
1001	41440	06/14/23	13655	PROVOST & PRITCHARD	6150	ON CALL CIVIL ENG SVC	0.00	21,351.50
TOTAL CHECK							0.00	41,434.05
1001	41441	06/14/23	13354	QUINN CAT	6200	SERVICE - ASCO	0.00	833.00
1001	41441	06/14/23	13354	QUINN CAT	6200	SERVICE - ASCO	0.00	833.00
1001	41441	06/14/23	13354	QUINN CAT	6200	SVC CATERPILLAR	0.00	2,304.60
TOTAL CHECK							0.00	3,970.60
1001	41442	06/14/23	14872	RAMOS, TOMAS	6130	FIRE ACADEMY REIMB	0.00	1,983.96
1001	41443	06/14/23	14870	SEKHON, K.	500	UB REFUND	0.00	65.52
1001	41444	06/14/23	13355	SITE ONE LANDSCAPE SUPPL	6260	SUPPLIES - PARKS	0.00	89.96
1001	41444	06/14/23	13355	SITE ONE LANDSCAPE SUPPL	6260	SUPPLIES - PARKS	0.00	174.21

SUPERION  
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CITY OF FOWLER  
CHECK REGISTER - DISBURSEMENT FUND

PAGE NUMBER: 6  
ACCTPA21

SELECTION CRITERIA: transact.check\_no between '41399' and '41446'  
ACCOUNTING PERIOD: 12/23

FUND - 100 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DEPT	-----DESCRIPTION-----	SALES TAX	AMOUNT
TOTAL CHECK							0.00	264.17
1001	41445	06/14/23	10288	SMART & FINAL	6700	SUPPLIES - SR CENTER	0.00	63.81
1001	41445	06/14/23	10288	SMART & FINAL	6700	SUPPLIES - SR CENTER	0.00	81.79
1001	41445	06/14/23	10288	SMART & FINAL	6700	SUPPLIES - SR CENTER	0.00	304.33
1001	41445	06/14/23	10288	SMART & FINAL	6700	SUPPLIES - SR CENTER	0.00	440.35
TOTAL CHECK							0.00	890.28
1001	41446	06/14/23	13679	STATEWIDE TRAFFIC SAFETY	6200	SIGNS - STREETS	0.00	131.97
TOTAL CASH ACCOUNT							0.00	192,734.98
TOTAL FUND							0.00	192,734.98
TOTAL REPORT							0.00	192,734.98



## CITY COUNCIL MEETING

TUESDAY, JUNE 06, 2023 at 6:00 PM

CITY COUNCIL CHAMBER – 128 SOUTH 5TH STREET, FOWLER, CA 93625

### MINUTES

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#### 1. MEETING CALLED TO ORDER

Mayor Parra called the meeting to order at 6:01 p.m.

#### 2. ROLL CALL

PRESENT:

Parra

Mejia

Gill

Hammer

Kazarian

#### CITY STAFF PRESENT

City Manager Tucker, City Attorney Cross, 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

#### 5. CEREMONIAL PRESENTATIONS

**5-A. Coach Bill Feaver 500+ Wins**

**5-B. Swearing in of Police Officer Josefina Hernandez**

#### 6. PUBLIC COMMENT

*Three members of the public spoke.*

#### 7. CONSENT CALENDAR

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

#### 8. CONTESTED CONSENT CALENDAR

*No items were pulled from the Consent Calendar.*

#### 9. GENERAL ADMINISTRATION

**9-A. Finance**

- i. **ACCEPT the Independent Auditor's Report for the Fiscal year 2021-2022**

**Motion made by Kazarian, Seconded by Mejia.**

**Voting Yea: Gill, Parra, Hammer**

**9-B. Recreation/Senior**

- i. **Provide direction to staff on pop-up museum**

*Council directed staff to use the fire station as a temporary location for the pop-up museum, contingent on fire station phase II construction needs, and to seek out a location and funding for a permanent museum.*

**10. WORKSHOP to discuss FCFPD intermittent use of Fowler Fire Station**

*Council directed staff to move forward with FCFPD intermittently using the fire station with the condition of ensuring it be documented this use is consistent with the City's existing agreement with FCFPD.*

*One member of the public spoke.*

**11. STAFF COMMUNICATIONS**

*Updates were given by City Manager Tucker, Police Chief Reid, City Clerk Vasquez, Finance Director Moreno, and Community Development Director Gaffery.*

**12. COUNCILMEMBER REPORTS AND COMMENTS**

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

**13. ADJOURN**

**Having no further business, the meeting adjourned at 7:34 p.m.**



## CITY COUNCIL OF THE CITY OF FOWLER

ITEM NO: 8-C

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

June 20, 2023

**FROM** MARGARITA MORENO, Finance Director

### **SUBJECT**

Actions pertaining to the Professional Auditing Services.

- i. APPROVE First Amendment to the agreement with Bryant L. Jolley, CPA for Professional Auditing Services.
- ii. ADOPT Resolution No. 2650 amending the 2022-2023 Adopted Budget to appropriate \$2,000 in the general and water fund.

### **EXECUTIVE SUMMARY**

Staff recommend the City Council approve First Amendment to the Agreement for Professional auditing services October 19, 2021 between the City of Fowler and Bryant L. Jolley, CPA and Adopt Resolution No. 2650.

### **BACKGROUND**

On October 19, 2021, the City Council allocated funding for the FY 2021-2022 professional auditing services not to exceed \$39,000. The professional auditing agreement included one major program for streets on the single audit reporting. The Single Audit (or Program-specific Audit) is required if any non-federal entity that expends \$750,000 or more in federal award funds during the fiscal year. During the auditing process for the year end FY 2021-2022 an additional major program for Coronavirus State and Local Fiscal Recovery Funds was added requiring additional reporting for the submission of the single audit resulting on an increase of \$2,000 to the agreement.

**PUBLIC NOTICE**

This item does not require a public hearing and was noticed as a part of the City Council Agenda.

**ENVIRONMENTAL REVIEW**

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

**GENERAL PLAN CONSISTENCY**

None.

**FISCAL IMPACT**

The appropriation of General and Water Funds will not adversely impact existing City funds, operations, or budgeted programs and projects.

**CONFLICT OF INTEREST**

Staff is not aware of any conflicts of interest.

**Attachments**

- First Amendment to the Agreement for Professional Auditing Services.
- Resolution No. 2650

**FIRST AMENDMENT TO THE AGREEMENT FOR AUDITING SERVICES  
BETWEEN THE CITY OF FOWLER AND BRYANT L. JOLLEY, CPA**

- A. The City desires modifications to the auditing services beyond the scope of the Agreement between the parties hereto dated October 19, 2021.
- B. The total amount paid by the City to Bryant Jolley, CPA as stated in Section 4 of the Agreement is revised to not exceed forty-one thousand dollars (\$41,000).
- C. 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 as of the last date set forth below.

Dated: \_\_\_\_\_, 2023

**CITY OF FOWLER**

By \_\_\_\_\_

Wilma Tucker  
City Manager  
City of Fowler  
128 South 5th Street  
Fowler, CA 93625

Dated: \_\_\_\_\_, 2023

Bryant L. Jolley, CPA

By \_\_\_\_\_

Bryant L. Jolley, CPA  
Attn: Bryant L. Jolley  
901 "N" Street, Suite 104  
Firebaugh, CA 93622  
ryanpjolley@hotmail.com  
(559) 659-3045



**RESOLUTION NO. 2650**

**A RESOLUTION OF THE COUNCIL OF THE CITY OF FOWLER  
APPROVING AND ADOPTING THE BUDGET AMENDMENT FOR PROFESSIONAL  
AUDITING SERVICES 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 07, 2022 by Resolution 2563, and any subsequent amendments must be approved by Resolution; and

**WHEREAS**, the budget amendment request attached hereto specifies the details of the proposed professional auditing services budget amendment.

**NOW, THEREFORE, BE IT RESOLVED**, the Fowler City Council hereby resolves that the FY 2022/2023 budget be amended to reflect professional auditing services appropriations as described in the attachment hereto.

**PASSED, APPROVED AND ADOPTED** this 20th day of June 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



**REQUEST FOR BUDGET AMENDMENT  
Resolution No. 2650**

<b>Requested by: Margarita Moreno</b>		<b>Budget Amounts</b>	
<b>Account Numbers:</b>	<b>Fund Name Description</b>	<b>Increase</b>	<b>Decrease</b>
<b>Revenues:</b>			
100 500	GENERAL FUND WATER FUND		\$1,000 \$1,000
<b>Appropriations:</b>			
100-6030-5220 500-5000-5220	GENERAL FUND-PROFESSIONAL SERVICES WATER-PROFESSIONAL SERVICES	\$1,000 \$1,000	
<b>Reason(s) for Budget Amendment:</b>			
<p>To align the expenses and revenues to the first quarter of FY 2022/2023 budget, staff is requesting budget amendments to the following funds:</p> <ul style="list-style-type: none"> <li>To appropriate additional funding for the professional auditing services agreement for additional major program added to the single audit reporting.</li> </ul>			
Department Director _____ Date _____			
<b>Approval Required Budget Amendment:</b>			
Finance Director _____ Date _____ <div style="text-align: center; margin-left: 100px;">Signature</div>			
City Manager _____ Date _____ <div style="text-align: center; margin-left: 50px;">Signature</div>			
City Council: <input type="checkbox"/> Approved <input type="checkbox"/> Resolution # _____ <input type="checkbox"/> Denied    Date _____			



## CITY COUNCIL OF THE CITY OF FOWLER

ITEM NO: 8-D

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

June 20, 2023

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

### **SUBJECT**

INFORMATIONAL – Submittal of a Conceptual Final Map Related to Revised Tentative Tract Map No. 6381 (Marshall Estates II)

### **EXECUTIVE SUMMARY**

Gateway Engineering provided Staff a conceptual layout of a Final Map related to the Revised Tentative Tract Map No. 6381 (Marshall Estates II) to get a preliminary opinion as to whether the proposed layout substantially conforms to the approved Revised Tentative Map. This development is located north of the northeast corner of North Armstrong Avenue and East Adams Avenue.

The conceptual Final Map depicts 93 lots, whereas the approved Revised Tentative Map depicts 94 lots. In Staff's opinion, the conceptual Final Map substantially conforms to the requirements of the approval and the Subdivision Ordinance, and Staff will recommend approval of the Final Map. Please note, however, that final approval of conformance rests with City Council pursuant to the City of Fowler's Subdivision Ordinance Section 624.

Staff has advised the applicant to submit a Final Map, improvement drawings, and the adopted filing fee so Staff can begin the process of the Final Map and improvement plan review. Following approval of plans and technical verification of the Final Map, Staff can schedule the map for consideration at a future City Council meeting.

**PUBLIC NOTICE**

This is an informational item only and was agendized as such.

**ENVIRONMENTAL REVIEW**

This is an informational item only.

**GENERAL PLAN CONSISTENCY**

This is an informational item only.

**FISCAL IMPACT**

There is no impact on the General Fund as this is an informational item only.

**CONFLICT OF INTEREST**

This is an informational item only.



## CITY COUNCIL OF THE CITY OF FOWLER

ITEM NO: 8-E

### REPORT TO THE CITY COUNCIL

June 20, 2023

**FROM** SOO HO PARK, City Engineer

### **SUBJECT**

APPROVE RESOLUTION No. 2651, a resolution directing the City Engineer to initiate and prepare the Engineer's Report for the City's Landscaping and Storm Drainage Facilities Maintenance District No. 1 for fiscal year 2023-2024.

### **EXECUTIVE SUMMARY**

The directed Engineer's Report will determine the appropriate assessment amounts that should be levied for the Landscaping and Storm Drainage Facilities Maintenance Districts No. 1 maintained by the City.

### **BACKGROUND**

The City provides for the operations and maintenance of landscaping and storm drainage facilities within various improved developments throughout the City of Fowler. The City's Landscape and Storm Drainage Facilities Maintenance District No. 1 ("LSDFMD No. 1") was formed pursuant to the Landscaping and Lighting Act of 1972 (the "Act") and provides for assessing parcels within these developed areas to fund these maintenance and operations activities.

To initiate this process for the levy of the annual assessment, the City Council must first adopt a resolution ordering the City Engineer to prepare an Engineer's Report for consideration by the City Council. The City Council must approve the Engineer's Report annually, which describes the improvements to be maintained and the costs and proposed assessments to be levied on the properties within LSDFMD No. 1. Approval of the levy of the annual assessment must be

completed by the City Council after conducting a public hearing at a regular meeting, prior to August 10, 2023.

The City Council should approve Resolution No. 2651, ordering the City Engineer to prepare an Engineer's Report for fiscal year 2023-2024, in accordance with Streets and Highways Code section 22622.

## **PUBLIC NOTICE**

This item does not require a public hearing and was noticed as a part of the City Council Agenda.

## **ENVIRONMENTAL REVIEW**

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

## **GENERAL PLAN CONSISTENCY**

This action is consistent with:

### General Plan Policy PF-4

Regularly evaluate and update, as necessary, development impact fees and other applicable City fees.

## **FISCAL IMPACT**

The adoption of this resolution has no fiscal impact to the City.

## **CONFLICT OF INTEREST**

Staff is not aware of any conflicts of interest.

## **Attachments**

- Resolution No. 2651

**RESOLUTION NO. 2651**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FOWLER  
DIRECTING THE CITY ENGINEER TO INITIATE AND PREPARE THE  
ENGINEER’S REPORT FOR THE CITY’S LANDSCAPING AND STORM  
DRAINAGE FACILITIES MAINTENANCE DISTRICT NO. 1  
FOR FISCAL YEAR 2023-2024**

**WHEREAS**, pursuant to Part 2 of Division 15 of the Streets and Highways Code, the Landscaping and Lighting Act of 1972, the City Council of the City of Fowler formed the Landscaping and Storm Drainage Facilities Maintenance District No. 1 of the City of Fowler (herein “LSDFMD No. 1”); and

**WHEREAS**, the City Council did thereafter levy and collect the first assessment and subsequent annual assessments for the maintenance and operation of the landscaping facilities in LSDFMD No. 1; and

**WHEREAS**, pursuant to Streets and Highways Code section 22622, in order to levy and collect the assessment for the LSDFMD No. 1, it is necessary for the City Engineer to prepare and file a report in accordance with the provisions set forth in Streets and Highways Code section 22565, et seq.; and

**WHEREAS**, City staff will confirm if there are any new improvements or if there will be any substantial changes to the existing improvements proposed for the LSDFMD No. 1 for Fiscal Year 2022-2023.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Fowler hereby resolves as follows:

1. The City Council hereby designates and orders the City Engineer, to prepare and file an Engineer’s Report with the City Clerk for submission to the City Council, in accordance with sections 22622 and 22585, et seq. of the California Streets and Highways Code, and Section 4 of Article XIID of the California Constitution for the assessment of the annual levy for LSDFMD No. 1 for Fiscal Year 2023-2024.

\*\*\*\*\*

**PASSED, APPROVED AND ADOPTED** this 20th day of June 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: 8-F

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

June 20, 2023

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

### **SUBJECT**

APPROVE Resolution No. 2652 adopting a budget amendment for Fiscal Year 2022-2023 allocating \$190,000 in Traffic Impact Fees for a pedestrian crossing at South and Bousian Avenues.

### **EXECUTIVE SUMMARY**

This project will improve pedestrian safety, particularly those living south of South Avenue who want to cross the roadway to access Donny Wright Park.

### **BACKGROUND**

With the popularity of Donny Wright Park, and the development of the K. Hovnanian Homes project at the southwest corner of South and Sunnyside Avenues, there is a need to facilitate safer pedestrian crossing at South Avenue. The project adds a crosswalk, raised pedestrian refuge island, removes an unneeded center turn lane, and add push-button lighted crossing signage to enhance safety. Provost & Pritchard will perform the design as a part of their on-call engineering services agreement. After design is complete, a bid will be advertised, and then a construction contract brought forward for City Council consideration.

### **PUBLIC NOTICE**

This item does not require a public hearing and was noticed as a part of the City Council Agenda.

## **ENVIRONMENTAL REVIEW**

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

## **GENERAL PLAN CONSISTENCY**

This action is consistent with:

### General Plan Goal CH-1

Opportunities for physical activity, such as walking and biking, are integrated into the built environment.

### General Plan Goal OS-1

Open space areas form a connected network, linking Fowler’s residential neighborhoods to passive and active recreation opportunities.

### General Plan Goal OS-3

Recreational programming and facilities meet the needs of community members of all ages and abilities.

### General Plan Goal MOB-1

Fowler’s streets are a safe and enjoyable environment for pedestrians, cyclists, motorists, and people of all ages and abilities.

### General Plan Goal MOB-1

The circulation system is safe, connected, and well-integrated with public transit and neighboring jurisdictions.

## **FISCAL IMPACT**

This project will be funded with development impact fees.

## **CONFLICT OF INTEREST**

Staff is not aware of any conflicts of interest.

### Attachments

- Resolution No. 2652
- Budget Amendment
- Vicinity Map

**RESOLUTION NO. 2652**

**A RESOLUTION OF THE COUNCIL OF THE CITY OF FOWLER  
APPROVING AND ADOPTING A BUDGET AMENDMENT FOR FISCAL YEAR 2022/23  
ALLOCATING FUNDS FOR  
A PEDESTRIAN CROSSING AT SOUTH AND BOUSIAN AVENUES**

**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**, the budget amendment request attached hereto specifies the details of the project.

**NOW, THEREFORE, BE IT RESOLVED**, the Fowler City Council hereby resolves that the Fiscal Year 2022/23 budget be amended to reflect a \$190,000 appropriation as described in the attachment hereto.

**PASSED, APPROVED AND ADOPTED** this 20th day of June 2023, at a regular meeting of the Fowler City Council by the following vote:

AYES:  
NOES:  
ABSTAIN:  
ABSENT:

**APPROVED:**

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

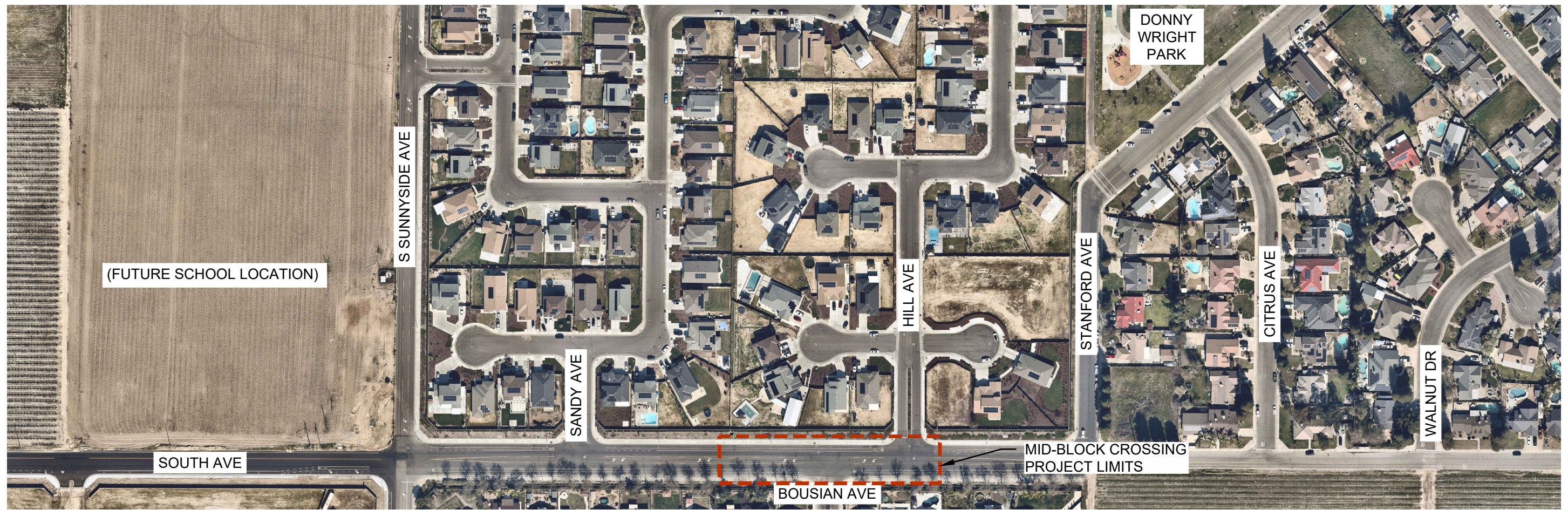
**ATTEST:**

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

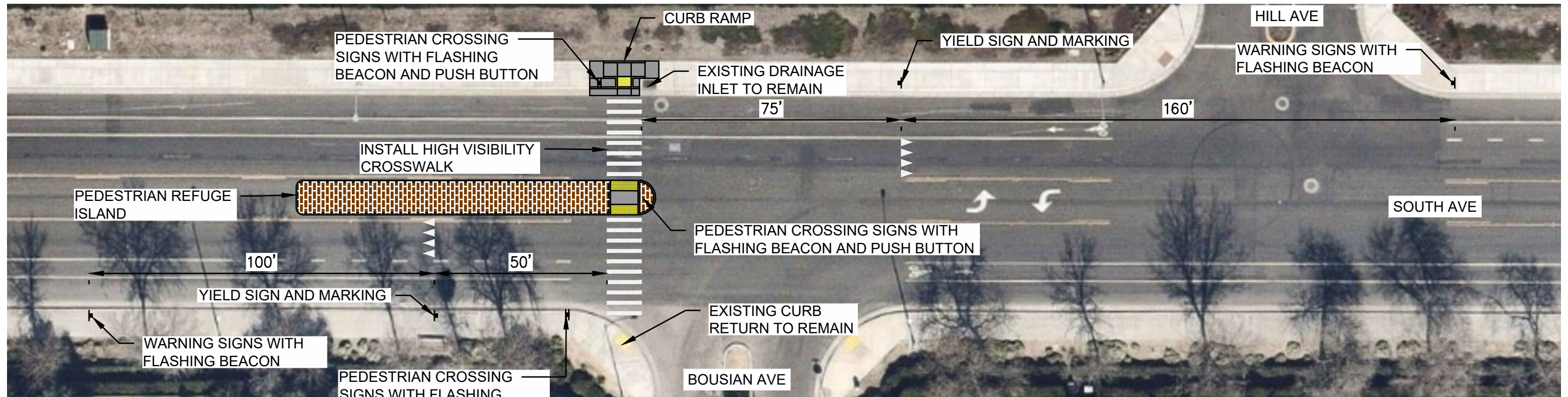


## REQUEST FOR BUDGET AMENDMENT Resolution 2652

<b>Requested by: Margarita Moreno</b>		<b>Budget Amounts</b>	
<b>Account Numbers:</b>	<b>Fund Name Description</b>	<b>Increase</b>	<b>Decrease</b>
<b>Revenues:</b>			
740	AB1600-Traffic Mitigation & Impact Fund		\$190,000
<b>Appropriations:</b>			
7400-5710	Traffic Mitigation & Impact Funds – Improvements	\$190,000	
<b>Reason(s) for Budget Amendment:</b>			
<p>To align the expenses and revenues for of FY 2022/2023 budget, staff is requesting budget amendments to the following funds:</p> <p style="padding-left: 40px;">To appropriate \$190,000 for a pedestrian crossing at South and Bousian Avenues</p>			
Department Director _____ Date _____			
<b>Approval Required Budget Amendment:</b>			
Finance Director _____ Date _____ <div style="text-align: center; margin-left: 150px;">Signature</div>			
City Manager _____ Date _____ <div style="text-align: center; margin-left: 50px;">Signature</div>			
City Council: <input type="checkbox"/> Approved <input type="checkbox"/> Resolution # _____ <input type="checkbox"/> Denied Date _____			

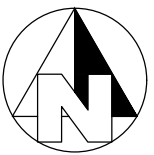


**VICINITY MAP**  
SCALE: 1"=200'



**NEW MID-BLOCK CROSSING**  
SCALE: 1"=30'

4/8/2023 9:25 AM G:\Fowler\_City\_42619\_2619\_00-Call\_Eng\_Site\City\_Proposal\Proposed\_Crossing\_South\_and\_Stanford\Exhibit\_A-1\_Treat\_Plan



CITY OF FOWLER  
FRESNO COUNTY

DESIGN ENGINEER:  
MJH  
DATE: 4/6/2023  
JOB NO: 2619



## CITY COUNCIL OF THE CITY OF FOWLER

ITEM NO: 8-H

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

June 20, 2023

**FROM** YVONNE HERNANDEZ, Recreation Supervisor

### **SUBJECT**

APPROVE an agreement with Fresno Economic Opportunities Commission Food Services (Fresno EOC) to provide lunch meals for the City of Fowler's Senior Center program in an amount not to exceed \$45,000 for Fiscal Year 2023-2024.

### **EXECUTIVE SUMMARY**

Staff recommend approval of an agreement with Fresno EOC to provide lunch meals for the City of Fowler's Senior Center program in an amount not to exceed \$45,000 for Fiscal Year 2023-2024.

### **BACKGROUND**

The Senior Center offers programs, wellness, fitness classes, social activities, and nutritious lunches to the City of Fowler's seniors Monday through Friday. On average, the Senior Center serves approximately 20 seniors per day. Fresno EOC, through their food preparation center, is able to provide a wide variety of affordable, nutritious, hot meals to serve the Senior Center participants. Fresno EOC delivers these meals directly to the center in advance of the lunch period, while ensuring they remain fresh and hot for the seniors. Fresno EOC is also able to accommodate fluctuations in the number of meals requested with 24-hour notice. Fresno EOC has been serving senior meals in the City for over a decade.

Staff has negotiated a per meal cost of \$5.58 for Fiscal Year 2023-24. As outlined in the attached agreement, once approved, staff has the ability to extend the agreement for an additional 12-month term to June 30, 2025 with written notice to Fresno EOC. Fresno EOC

may increase the cost per meal with notice to the City by July 1, 2024 which will allow the City time to include any cost increases in the Fiscal Year 2023-24 budget.

Due to the Fresno EOC's ability to provide affordable, delivered, nutritious hot meals to the City of Fowler, the City Manager recommends that Council confirm dispensing with the competitive bid process and award the consulting services agreement to Fresno EOC consistent with the City of Fowler's Purchasing Policy dated April 2007, Section 7 - Exceptions to Purchasing Methods, Subsection I.

Staff believes Fresno EOC is uniquely qualified to provide the services outlined in this agreement because of their experience in providing similar services to many like jurisdictions; their long history of providing such services; the quality of their product and their price per meal. City staff would not be able to prepare this many meals at this price.

## **PUBLIC NOTICE**

This item does not require a public hearing and was noticed as a part of the City Council Agenda.

## **ENVIRONMENTAL REVIEW**

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

## **GENERAL PLAN CONSISTENCY**

### General Plan Goal OS-3

Recreational programming and facilities meet the needs of community members of all ages and abilities.

## **FISCAL IMPACT**

Funds associated with this agreement are included in the FY 2023-24 budget, which was adopted by Council on June 6, 2023

## **CONFLICT OF INTEREST**

Staff is not aware of any conflicts of interest.

Attachments

-Fresno EOC Food Service Agreement

**FRESNO**  
**ECONOMIC OPPORTUNITIES COMMISSION**

---

**FOOD SERVICE AGREEMENT**

This AGREEMENT is made as of the day and date specified below, between the following parties:

**FRESNO ECONOMIC OPPORTUNITIES COMMISSION (Fresno EOC)**

**Food Services**

3100 W. Nielsen  
Fresno, CA 93706

and,

**CITY OF FOWLER (CUSTOMER)**

128 South Fifth Street  
Fowler, CA 93625

**AGREEMENT PERIOD: July 1, 2023 THROUGH June 30, 2024**

1. **Fresno EOC** operates a food preparation center and is not an agent or employee of the City of Fowler. **CUSTOMER** has a need for food service as specified below. The purpose of this **AGREEMENT** is to state the terms and condition under which **Fresno EOC** will provide food services for the **CUSTOMER**.
2. Services to be Performed. **Fresno EOC** agrees to perform the following food services for **CUSTOMER**.
  - a. Provide lunch meals Monday through Friday (excluding designated holidays).
  - b. Meals will be delivered to **CUSTOMER** at 108 N. 3rd Street in time for 11:30 AM lunch serving time.
  - c. The representative menu is attached as **Exhibit A**. Menus will be based on meeting one third (1/3) of the daily minimum nutritional requirements. Any changes to the basic menu must be mutually agreed upon.
  - d. A complete food service checklist, which will include date, menu, number of meals and serving procedures, will be provided to **CUSTOMER** with each delivery.



3. CUSTOMER'S Duties. CUSTOMER shall be responsible for and shall do the following:
  - a. Meal lunch counts to be faxed over before 12:00 noon the previous day of service. **Fresno EOC** FAX number for this purpose is (559) 266-3669 OR counts can also be emailed to FoodServiceTeam@fresnoeoc.org Cancellations or reductions in lunch meal will not be accepted.
  - b. **CUSTOMER** shall cause the serving pans to be rinsed out and packed into the insulated containers for pickup. The serving pans and insulated containers will be picked up on the next service day.
  - c. **CUSTOMER** acknowledges that they are solely responsible for serving the meals and, in connection therewith, following any reasonable directions of **Fresno EOC** with regard to the serving of such meals. **CUSTOMER** agrees that the meals shall be consumed during the lunch hour between 11:30 am and 12:30 p.m.
4. Menu substitution. Any snack or lunch substitutions requests must be directed to the **Fresno EOC** Preparation Center Nutritionist upon at least five (5) days written notice. **CUSTOMER** understands and agrees that the compliance with any such request shall be at the sole discretion of **Fresno EOC**.
5. Special meals, banquets, or other special food service requests must similarly be made by **CUSTOMER** to **Fresno EOC** upon at least five (5) days advance notice. Compliance with any such request shall be at **Fresno EOC** sole discretion.
6. In the event **CUSTOMER** requests any special meals, banquets, or special food service with **Fresno EOC** is willing to provide, the **Fresno EOC** shall give **CUSTOMER** a price at which **Fresno EOC** is willing to provide such service and the price, therefore, shall be as specified by **Fresno EOC**.
7. Payment. **CUSTOMER** agrees to compensate and pay **Fresno EOC** the following prices:

Lunch Price per meal: **\$5.58** (plus applicable tax). **CUSTOMER's** meal orders may be up to 66 meals per day during the term of this Agreement, with the actual number to be confirmed in accordance with Section 3(a), above, which may be more or less than this estimate. **CUSTOMER** is not required to order a minimum number of meals, either daily or in the aggregate. The total contract amount payable to **Fresno EOC** shall not exceed **Forty Five Thousand dollars (\$45,000)** ("**Total Contract Amount**"). **CUSTOMER's** City Manager, in her sole discretion, may increase the Total Contract Amount by up to **Ten Thousand dollars (\$10,000.00)** ("**Contract Increase Amount**").

- a. In addition to the amount specified above, **CUSTOMER** agrees to pay **Fresno EOC** any applicable tax unless **CUSTOMER** provides evidence to **Fresno EOC** that **CUSTOMER** is exempt from or not subject to the imposition of such tax.
- b. Fresno EOC-FS will send an invoice to **CUSTOMER** on a monthly basis, and payment shall be due and payable within 20 days following the date of invoice. A late charge of 1 1/2% per month (18% per year) will be charged on past due accounts. Service will cease if full payment is not received within 30 days of the date of invoice. Payment shall be made to:

**FRESNO EOC-Finance Office**  
**ATTN: Food Services**

1920 Mariposa Mall, Suite #330  
Fresno, CA 93721

- c. **CUSTOMER** shall be credited for any missing or unacceptable items under the direct control of the Food Preparation Center on a per-meal basis.
8. Terms of Agreement. The terms of this AGREEMENT shall commence July 1, 2023 and continue in full force and effect thereafter until June 30, 2024, unless sooner terminated upon not less than thirty (30) days written notice from either party to the other.
- a. This Agreement may be extended by an additional term of twelve (12) months from July 1, 2024 to June 30, 2025 (“Extension Term”) in **CUSTOMER’s** City Manager’s sole discretion, upon written notice by **CUSTOMER** to **Fresno EOC** of such extension. **CUSTOMER** shall provide such notice by not later than July 1, 2024. **Fresno EOC** shall inform **CUSTOMER** not later than June 1, 2024 what the Lunch Price per meal will be for the upcoming Extension Term.
  - b. The Total Contract Amount and Contract Increase Amount shall apply to the Extension Term.
9. Hold Harmless. **Fresno EOC** shall hold **CUSTOMER**, its officers and employees, harmless and indemnify **CUSTOMER** against the payment of any and all costs and expenses, claims, suits and liability resulting from or arising out of or in any way connected with negligent or wrongful acts or omissions of **Fresno EOC**, its officers and employees, in performing or failing to perform any work, services or functions to be performed under this AGREEMENT.

**CUSTOMER** shall hold **Fresno EOC**, its officers and employees, harmless and indemnify **Fresno EOC** against the payment of any and all costs and expenses, claims, suits and liability resulting from or arising out of or in any way connected with negligent or wrongful acts or omissions of **CUSTOMER**, its officers and employees, in performing or failing to perform any works, services or functions to be performed under this AGREEMENT.

10. Governing Law, Entirety or AGREEMENT, and Partial Invalidity. This AGREEMENT shall be governed by the laws of the State of California. It constitutes the entire AGREEMENT between the parties regarding its subject matter. If any provision in this AGREEMENT is held by any court to be invalid, void, or unenforceable, the remaining provisions shall, nevertheless, continue in full force.
11. Insurance. **Fresno EOC** shall carry insurance coverage as provided in **Exhibit B**. A certificate of insurance will be provided upon request.

Record Keeping. **Fresno EOC** shall keep complete records relating to the provision of services under this Agreement. **Fresno EOC** shall be responsible and shall require its subcontractors to keep similar records. **CUSTOMER** shall be given reasonable access to the records of **Fresno EOC** and its subcontractors for inspection and audit purposes. **Fresno EOC** and each subcontractor shall provide similar access for inspection and audit purposes to the State of California, the Department of Health, Education and Welfare, the California Department of Aging, the Department of Health Services and the Department of Health and Human Services. Such records shall be maintained and open for inspection and audit for not less than four (4) years.

EXECUTED AS OF THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023.

Fresno Economic Opportunities  
Commission

City of Fowler

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: Emilia Reyes

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

Title: Chief Executive Officer

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

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

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

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**EXHIBIT A**  
**Sample Menu**

# EXHIBIT B

## INSURANCE REQUIREMENTS

Prior to commencement of this Agreement, **Fresno EOC-FS** shall take out and maintain at its own expense the insurance coverage required by this **Exhibit B**. Insurance shall be maintained at all times during **Fresno EOC-FS's** performance of 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 of Fowler.

a. Minimum Limits of Insurance. **Fresno EOC-FS** 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 \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this Agreement or the general aggregate limit shall be twice the required occurrence limit.

(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 **Fresno EOC-FS** 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 of Fowler, its officers, officials, employees, agents and volunteers.

If **Fresno EOC-FS** maintains higher limits than the minimums shown above, the City of Fowler shall be entitled to coverage at the higher limits maintained.

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

(i) For any claims related to this Agreement, **Fresno EOC-FS's** insurance coverage shall be primary insurance as respects the City of Fowler, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents or volunteers shall be excess of **Fresno EOC-FS's** insurance and shall not contribute with it.

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

(iii) **Fresno EOC-FS** grants to the City of Fowler a waiver of any right to subrogation which any insurer of **Fresno EOC-FS** may acquire against the City by virtue of the payment of any loss under such insurance. **Fresno EOC-FS** agrees to obtain any endorsement that may be necessary to affect this

waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

c. Evidence of Coverage. **Fresno EOC-FS** 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 **Fresno EOC-FS's** right to be paid any compensation under this Agreement. City's failure, at any time, to object to **Fresno EOC-FS'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 **Fresno EOC-FS** fails to furnish and maintain the insurance required by this section, City may (but is not required to) purchase such insurance on behalf of **Fresno EOC-FS**, and **Fresno EOC-FS** shall pay the cost thereof to City upon demand, and City shall furnish **Fresno EOC-FS** with any information needed to obtain such insurance. Moreover, at its discretion, City may pay for such insurance with funds otherwise due **Fresno EOC-FS** under this Agreement.

e. Subcontractors. If **Fresno EOC-FS** should subcontract all or any portion of the work to be performed in this Agreement, **Fresno EOC-FS** 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 **Fresno EOC-FS** to City under this Agreement.

# EXHIBIT A

## SENIOR IN-CENTER LUNCH JUNE 2023

Monday	Tuesday	Wednesday	Thursday	Friday
			1 Build Your Own Burrito WG8" Flour Tortilla 1ea Seasoned Ground Beef 3oz Refried Beans 1/4c Shred. Cheese 1/2oz Cabbage and Cilantro 1 cup Mixed Fruit 1/2c. 1/2pt 1%White Milk 1 ea.	2 BBQ Pork Rib-B-Q Sand. On Whole Wheat Bun 1 ea. Coleslaw 1/4c. Steamed Carrots, Sliced 1/2c Pineapple Tidbits 1/2c. 1/2pt 1%White Milk 1 ea.
5 Chicken Stir Fry, onion brocc, carrot, bellpep 6oz. WG Brown Rice 1/2c Orange 1ea (113ct) 1/2pt 1%White Milk 1 ea.	6 Beef Salisbury Steak w/ gravy 1ea. Whole Wheat Dinner Roll 1 ea. Margarine pat. Mashed Sweet Potato 1/3c Sliced Apple 2oz 1pk. 1/2pt 1%White Milk 1 ea.	7 Vegetable Chili 3/4 c. WW Bread 1 sl. Margarine pat. Choc. Pudding 1/2 c. Peas & Carrots 1/2c. Pineapple Tidbits 1/2c. 1/2pt 1%White Milk 1 ea.	8 Beef Patty 1ea On Whole Wheat Bun 1 ea. Tomato, Lettuce, Onion 1 ea. Cheese 1 sl. *+Calif. Mix Veg. 1/2c. Diced Pears 1/2c. 1/2pt 1%White Milk 1 ea.	9 Pork Chili Verde 1/2 c. WG8" Flour Tortilla 1ea Refried Beans 1/4c Hi C Salad 1 Cup Mixed Fruit 1/2c. 1/2pt 1%White Milk 1 ea.
12 Frankfurter 1ea Whole Wheat Hot Dog Bun Steamed Carrots, Sliced 1/2c Ketchup 1 ea. Mustard 1 ea. Choc. Pudding 1/2 c. Orange 1ea 1/2pt 1%White Milk 1 ea.	13 Beef Mtloaf w/grv 1ea. Deluxe Mashed Potatoes 1/2 c. Italian Veg. 1/2c. Whole Wheat Dinner Roll 1 ea. Margarine pat. Sliced Apple 2oz 1pk. 1/2pt 1%White Milk 1 ea.	14 Whl Grain Chicken Bowtie w/pesto sauce 3/4 cup Sourdough Bread 1sl Margarine pat. Veg. Medley 1/2c. Diced Pears 1/2c. 1/2pt 1%White Milk 1 ea.	15 Bk Chicken Drum. 2ea WG Brown Rice 1/2c Mashed Sweet Potato 1/3c Mixed Fruit 1/2c. 1/2pt 1%White Milk 1 ea.	16 Beef Tostada 2 ea. w/ Seasoned Ground Beef 3oz Refried Beans 1/2c Shredded Lettuce 3/4c. Shred. Cheese 2oz Pineapple Tidbits 1/2c. 1/2pt 1%White Milk 1 ea.
19 Hearty Braised Beef & Veg. 1 cup Whole Wheat Dinner Roll 1 ea. margarine pat Hi C Salad 1 Cup Lemon Pudding 1/2c. Diced Pears 1/2c. 1/2pt 1%White Milk 1 ea.	20 Whole Grain Beef Stroganoff 1 c. Steamed Carrots, Sliced 1/2c. Sourdough Bread 1sl Margarine pat. Honeydew Chunks 1/2 cup 1/2pt 1%White Milk 1 ea.	21 Santa Fe Chicken Thigh 1ea. WG Brown Rice 1/2c *+Veg. Medley 1/2c. Sliced Apple 2oz 1pk. 1/2pt 1%White Milk 1 ea.	22 Turkey breast 6 sl. w/ chz on WW Brd 2 sl. Tomato, Lettuce, Onion 1 ea. Minestrone Soup 6oz. Mixed Fruit 1/2c. 1/2pt 1%White Milk 1 ea.	23 Polish Sausage 1ea. w/onion & bell pepper Whole Wheat Hot Dog Bun Potato Salad 1/2 c. Pineapple Tidbits 1/2c. Ketchup 1 ea. Mustard 1 ea. 1/2pt 1%White Milk 1 ea.
26 Chicken Meatballs 3ea. w/ gravy WG Brown Rice 1/2c *+Calif. Mix Veg. 1/2c. Orange 1ea 1/2pt 1%White Milk 1 ea.	27 Beef Patty 1ea On Whole Wheat Bun 1 ea. Tomato, Lettuce, Onion 1 ea. Cheese 1 sl. Potato Salad 1/2 c Diced Pears 1/2c. 1/2pt 1%White Milk 1 ea.	28 Spaghetti w/mtsauce 1c. Hi C Salad 1 Cup Sourdough Bread 1sl Margarine pat Mixed Fruit 1/2c. 1/2pt 1%White Milk 1 ea.	29 Pepper Steak 1ea w/gravy Mashed Sweet Potato 1/3c Whole Wheat Dinner Roll 1 ea. Margarine pat. Pineapple Tidbits 1/2c. 1/2pt 1%White Milk 1 ea.	30 WGBrd. Fish 1ea WG Brown Rice 1/2c Peas & Carrots 1/2c. Sliced Apple 2oz 1pk. 1/2pt 1%White Milk 1 ea.



***Fresno EOC Food Services***  
***Holiday / No Service Calendar***

July 4, 2023 – Independence Day

September 4, 2023 – Labor Day

September 26, 2023 – (All Staff In-Service)

November 10, 2023 - Veteran's Day

November 23, 2023- Thanksgiving Day

November 24, 2023 – Day after Thanksgiving

December 25, 2023 – Christmas Day

January 1, 2024 – New Year's Day

January 15, 2024 – Martin Luther King Jr. Day

February 19, 2024 – Presidents Day

May 27, 2024 – Memorial Day



## CITY COUNCIL OF THE CITY OF FOWLER

ITEM NO: 10-Ai

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

June 20, 2023

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

### **SUBJECT**

APPROVE Resolution No. 2653 acknowledging acceptance of a report on the City's compliance with SB 1205 and California Health & Safety Code 13146.4

### **EXECUTIVE SUMMARY**

Annually, the City is required to conduct inspections of all public and private schools, hotels, motels, lodging houses, and apartment/condominium buildings, in accordance with California Health and Safety Code Section 13146.2 and 13146.3.

### **BACKGROUND**

#### **Background on State Mandate**

On September 27, 2018, California Senate Bill 1205 (SB1205) became effective, and added a new section to the California Health and Safety Code which affects every fire department or fire district in the State. Existing state law requires every fire department or district providing fire protection services to inspect every building used as a public or private school annually. This same annual inspection requirement is applicable to hotels, motels, lodging houses, and apartment houses.

With the signing of SB 1205, the California Health Safety and Code was amended by adding Section 13146.4, that requires that all fire departments required to perform annual inspections pursuant to Sections 13146.2 and 13146.3 shall report annually to its administrating authority its compliance with Sections 13146.2 and 13146.3

The purpose of annual fire inspections is to mitigate known hazards, reduce risk to the community and ensure reasonable compliance with the California Fire Code.

### City Implementation

Staff conducted data collection to identify mandated buildings. This included researching and cross-referencing water utility account records, building department records, parcel records, and a drive-by inspection of all properties in Fowler.

Since January 2023, the City has conducted 21 of the 38 mandated annual inspections. 100% of educational facilities and hotels were completed. Overall, the City has completed 55% of its annual inspections of all known mandated buildings that are included within the mandate for fiscal year 2022-23.

Staff continue to conduct additional inspections and will begin scheduling reinspections in response to deficiencies observed during initial inspections to achieve 100% compliance.

The acceptance of this compliance report and the recommended Resolution fulfill the statutory requirements contained in California Health and Safety Code Section 13146.2, 13146.3 and 13146.4, as amended by SB1205.

## **PUBLIC NOTICE**

This item does not require a public hearing and was noticed as a part of the City Council Agenda.

## **ENVIRONMENTAL REVIEW**

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

## **GENERAL PLAN CONSISTENCY**

This action is consistent with:

### Goal SAF-4

Minimize risk from hazardous materials, flooding, seismic, and fire hazards.

### Policy SAF-29

Promote education programs related to fire safety, fire prevention, and emergency preparedness.

**FISCAL IMPACT**

There is no fiscal impact with the filing and acceptance of this report.

**CONFLICT OF INTEREST**

Staff is not aware of any conflicts of interest.

Attachments

- Resolution No. 2653

## **RESOLUTION NO. 2653**

### **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CITY OF FOWLER ACKNOWLEDGING RECEIPT OF A REPORT ON THE CITY'S COMPLIANCE WITH SB1205 AND SECTION 13146.4 OF THE CALIFORNIA HEALTH AND SAFETY CODE.**

**WHEREAS**, Section 13146.4 was added to the California Health & Safety Code in 2018, and became effective September 27, 2018; and

**WHEREAS**, California Health & Safety Code Sections 13146.2 and 13146.3 requires all fire departments, including the City of Fowler, that provide fire protection services to perform annual inspections in every building used as a public or private school, hotel, motel, lodging house, apartment house, and certain residential care facilities for compliance with building standards, as provided and,

**WHEREAS**, the City intends this Resolution to fulfill the requirements of the California Health & Safety Code regarding acknowledgment of the City's compliance with California Health and Sections 13146.2 and 13146.3.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Fowler expressly acknowledges the measure of compliance of the City with California Health and Safety Code Sections 13146.2 and 13146.3 in the jurisdictional area of the City, as follows:

**A. EDUCATIONAL GROUP E OCCUPANCIES:**

- Educational Group E occupancies are generally those public and private schools, used by more than six persons at any one time for educational purposes through the 12th grade.
- Within the City, there lie seven (7) known Group E occupancies, buildings, structures and/or facilities.
- Since January 2023, the City completed the annual inspection of seven (7) Group E occupancies, buildings, structures and/or facilities. This is a compliance rate of 100% for this reporting period.

**B. RESIDENTIAL GROUP R OCCUPANCIES:**

- Residential Group R occupancies, for the purposes of this resolution, are generally those occupancies containing sleeping units, and include hotels, motels, apartments (three units or more), etc. as well as other residential occupancies (including a number of residential care facilities). These residential care facilities have a number of different sub-classifications, and they may contain residents or clients that have a range of needs, including those related to custodial care, mobility impairments, cognitive disabilities, etc. The residents may also be non-ambulatory or bedridden.
- Within the City, there lie 30 known Group R (and their associated sub-categories) occupancies of this nature.
- Since January 2023, the City completed the annual inspection of 13 Group R occupancies, buildings, structures and/or facilities. This is a compliance rate of 43% for this reporting period.

C. **INSTITUTIONAL GROUP I OCCUPANCIES:**

- Institutional Group I occupancies, for the purpose of this resolution, are generally care or supervision to persons who are incapable of self-preservation without physical assistance or in which persons are detained for penal or correctional purposes or in which the liberty of the occupants is restricted.
- Within the City, there are no known Group I occupancies, buildings, structures or facilities.

**PASSED, APPROVED AND ADOPTED** this 20th day of June 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: 10-Aii

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

June 20, 2023

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

### **SUBJECT**

Actions pertaining to fire planning and prevention:

- 1) APPROVE an agreement with Fresno County Fire Protection District (FCFPD) for fire prevention and code compliance services.
- 2) APPROVE Resolution No. 2654 amending the City's Master Fee Schedule.

### **EXECUTIVE SUMMARY**

With approval of this agreement, FCFPD will begin providing fire prevention and planning services. These were previously contracted with Fire Safety Solutions, Inc (FSS). Contracting with FCFPD will simplify the process, and result in time savings for applicants and City Staff.

### **BACKGROUND**

Over the past two years, as Staff worked to revise streamline the processes for entitlement and building permit processing, it became clear there were a number of deficiencies in the business processes related to fire plan check and inspections. Staff began contracting with consultants to provide these services. Most recently, they are being provided by FSS. As Staff have continued to refine business processes, it became clear there are many interfaces between fire prevention and planning, and fire response. In meeting with FCFPD, Staff determined that the City contracting directly with FCFPD to provide these services would result in a process that was more accurate, more timely, and more straightforward to applicants.

When a project requires fire plan check and inspections, applicants will submit plans for plan check, pay the appropriate fee, and request inspections directly through FCFPD. For entitlement processing, City staff will work with FCFPD to provide comments regarding site plan review and other submittals. FCFPD also contracts with FSS for plan check services, so the transition will be easy for both applicants and City staff.

## **PUBLIC NOTICE**

This item does not require a public hearing and was noticed as a part of the City Council Agenda.

## **ENVIRONMENTAL REVIEW**

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

## **GENERAL PLAN CONSISTENCY**

This action is consistent with:

### Goal SAF-4

Minimize risk from hazardous materials, flooding, seismic, and fire hazards.

### Policy SAF-29

Promote education programs related to fire safety, fire prevention, and emergency preparedness.

### Policy SAF-30

Consult the Fire Department during the review of development proposals to ensure projects adequately address safe design and comply with applicable fire and building codes.

## **FISCAL IMPACT**

Fee-based activities for projects and compliance will be paid directly to FCFPD by applicants. Some enforcement costs and plan review costs may be paid directly by the City, but then recouped through administrative citations and City fees.

## **CONFLICT OF INTEREST**

Staff is not aware of any conflicts of interest.

## **Attachments**

- Agreement & Exhibits
- Resolution No. 2654 & Exhibit A



**FRESNO COUNTY FIRE PROTECTION DISTRICT  
AND  
THE CITY OF FOWLER  
AGREEMENT FOR FIRE PREVENTION and CODE COMPLIANCE SERVICES**

This Agreement for Fire Prevention and Code Compliance Services (“Agreement”) is entered into and effective on July 1, 2023, by and between The Fresno County Fire Protection District (hereinafter referred to as “District”) and the City of Fowler (hereinafter referred to as “City”).

**RECITALS**

WHEREAS, the parties intend that this Agreement shall pertain to the areas within the Fowler City limits referred to herein as the “City Service Area”; and

WHEREAS, the City currently lacks qualified staff to perform fire prevention and compliance plan reviews, site inspections for fire code compliance and enforcement, and other related fire prevention services; and

WHEREAS, the District employs with qualified personnel to perform fire prevention and compliance plan reviews, site inspections for fire code compliance and enforcement, and other related fire prevention services, all as described in Exhibit “A” attached hereto and incorporated herein by reference (all such described services are hereinafter referred to as the “Services”); and

WHEREAS, City desires to retain District, and District desires to provide the City with the Services as described herein and on the terms and conditions as set forth in this Agreement.

**AGREEMENT**

NOW THEREFORE, the parties agree:

**SECTION I: PURPOSE AND SCOPE OF SERVICES**

A. The purpose of the Agreement is to arrange for the District to provide the City with Fire Prevention and Code Enforcement Services in the City Service Area. The scope of the Services to be provided by the District pursuant to this Agreement are described in “A” attached hereto, including but not limited to the following:

1. Provide conditioning letters
2. Provide over-the-counter meetings at the District’s Plan Review Office in Sanger
3. Provide plan reviews

4. Provide field inspections
5. Respond to insurance inquiries
6. Provide annual State mandated inspections for schools, apartments, hotels, motels, and jails
7. Fire and life safety inspections (A, B, M, F, and S Occupancies)
8. Fire and life safety inspections requiring annual use permits
9. Hydrant flow testing
10. Code compliance, including weed abatement
11. Fireworks permits and inspections
12. Alternative Means and Methods Request (AMMR) reviews

## SECTION II: DESIGNATION OF FIRE CHIEF

A. The District Fire Chief appointed by the Board of Directors of the District, or his designee, (hereinafter referred to as "Fire Chief") shall represent the District during the period of this Agreement and the Fire Chief shall, under the supervision and direction of the District's Board of Directors, have charge of the organization described in Exhibit "A", attached hereto and made a part hereof, for the purpose of providing the Services required by this Agreement, except where other agencies of government have responsibility for the same or similar Fire Prevention and Code Compliance Services.

B. The City shall assign a designee as the City contract representative ("City of Fowler Representative"). The Fire Chief shall communicate with the City of Fowler Representative for directing the Fire Prevention and Code Compliance Services provided to City. No City personnel, officers, agents' representatives, or employees are deemed employees of District as a consequence of this Agreement.

C. The District shall have sole discretion in the assignment of available personnel and equipment in providing the Services.

## SECTION III: PAYMENT FOR SERVICES

A. The District will charge the requesting party for the Fire Prevention and Code Compliance Services provided.

B. The District retains the right to update and revise the District's Fee Schedule described in Exhibit "A" as needed without the need to amend or modify this Agreement.

## SECTION IV: INITIAL TERM, RENEWAL AND EARLY TERMINATION

A. The term of this Agreement shall be from **July 1, 2023 to June 30, 2025**. This Agreement shall automatically be extended for an additional term of twelve (12) months from July 1, 2025 to June 30, 2026 ("Extension Term"), upon the same terms and for the same Services, except as otherwise agreed upon by the parties in writing. unless either party provides notice of non-renewal not later than April 1, 2025.

B. The same scope of Services shall apply to the Extension Term unless the parties agree in writing to a modification. The District shall give the City written notice not later than April 1, 2025, of any proposed changes to the Services to be provided under the Extension Term. The City shall have until May 1, 2025, to consider such proposed changes by District and give written notice to District of non-renewal of this Agreement. Either party may provide written notice of non-renewal to the other party no later than May 1, 2025. Failure to provide written notice of non-renewal by May 1, 2025, shall result in this Agreement automatically extending for the Extension Term, except as otherwise agreed upon in writing.

C. If a notice of non-renewal is given unilaterally by either the District or City, the District agrees to continue to provide Fire Prevention and Code Enforcement Services to the City, for up to one year from the date of the notice of non-renewal to provide the City a reasonable opportunity to implement alternative Fire Prevention and Code Enforcement Services.

D. During the initial term, the City shall give the District written notice anytime the City intends to change the level of Fire Prevention and Code Enforcement Services from that provided by this Agreement.

E. Notwithstanding any provision to the contrary herein, after June 30, 2025, the City shall have the right to cancel or terminate this Agreement in whole, at any time upon six (6) months' written notice to the District Fire Chief.

#### SECTION V: AUTHORITY

The City shall grant the District authority to act on its behalf for the Services. The District shall respond to requests to perform Services as requested by City.

#### SECTION VI: INDEMNIFICATION

A. The District and the City hereby agree to indemnify, defend and hold the other party, its governing board or council, officials, officers, employees, agents, attorneys and volunteers harmless from and against all claims, demands, causes of action, actions, damages, losses, expenses, and other liabilities, (including without limitation reasonable attorney fees and costs of litigation) of every nature arising out of or in connection, or alleged to arise out of or in connection with the performance of Services under this Agreement to the fullest extent permitted by law, unless the injuries or damages are the result of the non-indemnifying party's sole negligence or willful misconduct, subject to any limitations imposed by law. The District and the 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.

B. Prior to commencement of Services, the City and District shall procure and maintain at its own expense liability insurance coverage in an amount of not less than ONE MILLION dollars (\$1,000,000.00) naming each other as an additional insured for the

performance of Services under this Agreement. Each party shall provide the other with a Certificate of Insurance showing proof of such coverage.

#### SECTION VII: AUDIT

The District and City each agree that their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. The District and City each agree to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated, and to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records.

#### SECTION VIII: DISPUTES

The City of Fowler Representative shall be available for contract resolution or policy intervention with the District, when, upon determination by the Fire Chief that a situation exists under this Agreement in which a decision to serve the interest of the City has the potential to conflict with the District interest or policy. Any dispute concerning a question of fact arising under the terms of this Agreement which is not resolved within ten (10) working days shall be brought to the attention of the City of Fowler Representative.

Disputes that are unable to be resolved by the City and the District representatives will attempt to be resolved through arbitration. If arbitration is unsuccessful, notwithstanding any authority to the contrary, the parties agree that the venue for litigation will be in the Superior Court of the County of Fresno.

#### SECTION IX: ATTORNEY'S FEES

In the event of arbitration or litigation between the District and the City to enforce any of the provisions of this Agreement or any right of either party hereto, the unsuccessful party in such action agrees to pay the prevailing party's costs and expenses, including reasonable attorneys' fees, all of which shall be included in and as a part of the judgment rendered in such arbitration or litigation.

#### SECTION X: DELIVERY OF NOTICES

Any notices to be served pursuant to this Agreement shall be considered delivered when deposited in the United States mail and addressed to:

FRESNO COUNTY FIRE  
PROTECTION DISTRICT  
Fire Chief  
210 S. Academy Ave.  
Sanger, CA 93657

CITY OF FOWLER  
City Manager  
128 S. 5th St.  
Fowler, CA 93625

Provisions of this section do not preclude any notices being delivered in person to the addresses shown above. Delivery in person shall constitute service hereunder, effective when such service is made.

## SECTION XII: PERFORMANCE REPORTING

At least annually but also upon request by the City, the District shall provide the following performance measures specific to the City's Service Area for the scope of services described in Section I B of this agreement.:

Number of Conditioning Letters created  
Number of Over-the-Counter meetings held  
Number of Plan Reviews completed  
Number of Field Inspections completed  
Number of Insurance Inquiries responded to  
Number of Annual State Mandated Inspections for  
Schools, Apartments, Hotels, Motels, Jails completed  
Number of Fire and Life Safety Inspections completed

## SECTION VIII: ENTIRE CONTRACT

This Agreement contains the whole contract between the parties for the provision of the Services. This Agreement may be amended or modified only upon the mutual written agreement of the parties hereto. This Agreement does NOT supplement or modify other existing agreements between the parties.

*Signatures on the next page*

IN WITNESS WHEREOF, the duty authorized officials of the parties hereto have, in their respective capacities, set their hands as of the date first hereinabove written.

Dated: \_\_\_\_\_

CITY OF FOWLER

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

ATTEST:

APPROVED AS TO FORM:

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

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

Dated: \_\_\_\_\_

FRESNO COUNTY FIRE  
PROTECTION DISTRICT

By: \_\_\_\_\_  
President, Board of Directors

ATTEST:

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Clerk of the Board

\_\_\_\_\_  
FRESNO COUNTY FIRE  
PROTECTION DISTRICT  
LEGAL COUNSEL

# EXHIBIT A – FEE SCHEDULE



## FRESNO COUNTY FIRE

PROTECTION DISTRICT

210 South Academy Avenue  
 Sanger, California 93657  
 Telephone: (559) 493-4300  
 Fax: (559) 875-7451  
[www.fresnocountyfire.org](http://www.fresnocountyfire.org)

## PROTECTION AND PLANNING FEE SCHEDULE Revision 7/1/2021

<u>Activity</u>	<u>Fee</u>
<b>Site Plan Review (Over-the-Counter Meetings)</b>	No Charge
<b>Site Plan Review</b>	
➤ Includes up to one (1) hour of time.	\$122.00
<b>Pre-Plan Submittal Site Inspection</b>	
On-site consultation	\$224.00
<b>Plan Review, non-sprinkler, no alarm (includes)</b>	\$381.00
➤ One (1) Plan review, two (2) back checks	
➤ One (1) On-site acceptance test/final inspection.	
➤ \$10.00 Archiving Fee	
<i>Not to be used for alarm/sprinkler/suppression systems</i>	
<b>Plan Check Resubmittal</b>	\$126.00
<b>Fire Alarm System – New Construction</b>	\$724.00
➤ One (1) Plan review, one	
➤ One (1) Rough inspection, functional test, battery start	
➤ One (1) Battery ring-out/final inspection.	
➤ \$10.00 Archiving Fee	
<i>Each additional device: \$7.00</i>	
<i>This fee is for the alarm panel and the first 10 initiation/detection devices</i>	
<b>Underground System and Water Storage Tank (New Construction)</b>	\$811.00
➤ One (1) Plan review	
➤ One (1) Inspection of the trench/thrust block and laid pipe	
➤ Hydro test/flush completed w/trench	
➤ Final Inspection	
➤ \$10.00 Archiving Fee	
<b>Tentative Improvement Fire Alarm</b>	\$257.00
➤ One (1) Plan review	
➤ One (1) Inspection/final	
➤ \$10.00 Archiving Fee	

<u>Activity</u>	<u>Fee</u>
<b><u>Overhead fire sprinkler system fees are calculated on a per riser basis.</u></b>	
<b>Overhead Fire Sprinkler System – Tenant Improvement</b>	\$782.00
<ul style="list-style-type: none"> <li>➤ One (1) Plan review</li> <li>➤ One (1) Weld inspection, pre-pipe</li> <li>➤ One (1) Rough inspection</li> <li>➤ Final Inspection</li> <li>➤ \$10.00 Archiving Fee</li> </ul>	
<b>Overhead Fire Sprinkler System – New System (20 or fewer heads)</b>	\$991.00
<ul style="list-style-type: none"> <li>➤ One (1) Plan review</li> <li>➤ One (1) Weld inspection, pre-pipe</li> <li>➤ One (1) Rough inspection</li> <li>➤ Hydro test/flush</li> <li>➤ Final inspection</li> <li>➤ \$10.00 Archiving Fee</li> </ul>	
<b>Overhead Fire Sprinkler System – New System (21 to 100 heads)</b>	\$1,035.00
<ul style="list-style-type: none"> <li>➤ One (1) Plan review</li> <li>➤ One (1) Weld inspection, pre-pipe</li> <li>➤ One (1) Rough inspection</li> <li>➤ Hydro test/flush</li> <li>➤ Final inspection</li> <li>➤ \$10.00 Archiving Fee</li> </ul>	
<b>Overhead Fire Sprinkler System – New System (101 to 300 heads)</b>	\$1,079.00
<ul style="list-style-type: none"> <li>➤ One (1) Plan review</li> <li>➤ One (1) Weld inspection, pre-pipe</li> <li>➤ One (1) Rough inspection</li> <li>➤ Hydro test/flush</li> <li>➤ Final inspection</li> <li>➤ \$10.00 Archiving Fee</li> </ul>	
<ul style="list-style-type: none"> <li>➤ <b>Additional heads over 300 – New System (cost per head)</b></li> </ul>	\$2.06
<b>Fire Pump</b>	\$449.00
<ul style="list-style-type: none"> <li>➤ One (1) Plan review</li> <li>➤ One (1) On site acceptance test/final inspection.</li> <li>➤ \$10.00 Archiving Fee</li> </ul>	
<b>Residential Fire Sprinkler System</b>	\$663.00
<ul style="list-style-type: none"> <li>➤ One (1) Plan review</li> <li>➤ One (1) Rough inspection</li> <li>➤ Final Inspection</li> <li>➤ \$10.00 Archiving Fee</li> </ul>	
<i>The fee is the same with or without a fire alarm system</i>	
<b>Inert Gas, Halon, Carbon Dioxide, Foam or other Special System</b>	\$483.00
<ul style="list-style-type: none"> <li>➤ One (1) Plan review</li> <li>➤ One (1) Inspection/final</li> <li>➤ \$10.00 Archiving Fee</li> </ul>	



<u><b>Activity</b></u>	<u><b>Fee</b></u>
<b>Kitchen Hood System</b>	\$483.00
<ul style="list-style-type: none"> <li>➤ One (1) Plan review</li> <li>➤ One (1) Acceptance test/final inspection.</li> <li>➤ \$10.00 Archiving Fee</li> </ul>	
<b>Spray Booth</b>	\$439.00
<ul style="list-style-type: none"> <li>➤ One (1) Plan review</li> <li>➤ One (1) Acceptance test/final inspection.</li> <li>➤ \$10.00 Archiving Fee</li> </ul>	
<b>Above Ground or Below Ground Storage Tanks</b>	\$439.00
<ul style="list-style-type: none"> <li>➤ One (1) Plan review</li> <li>➤ One (1) Acceptance test/final inspection.</li> <li>➤ \$10.00 Archiving Fee .</li> </ul>	
<b><i>FIRE CODE ENFORCEMENT AND SAFETY INSPECTIONS</i></b>	
<b>Facilities Life Safety Inspection</b>	\$ 92.00
<ul style="list-style-type: none"> <li>➤ One (1) On-site inspection; Prevention Staff (charge hourly rate)</li> </ul>	
<b>New Business, License Inspection, Life Safety</b>	\$180.00
<ul style="list-style-type: none"> <li>➤ One (1) On-site inspection</li> </ul>	
<b>Pre-Inspection Licensed Facility (1-25 Clients)</b>	\$180.00
<ul style="list-style-type: none"> <li>➤ One (1) On-site inspection</li> </ul>	
<b>Pre-Inspection Licensed Facility (Over 25 Clients)</b>	\$224.00
<ul style="list-style-type: none"> <li>➤ One (1) On-site inspection</li> </ul>	
<b>Hydrant Flow Test - Minimum</b>	\$224.00
<ul style="list-style-type: none"> <li>➤ Flow Test</li> </ul>	
<b>Multi-family Dwelling Inspection</b>	\$224.00
<ul style="list-style-type: none"> <li>➤ One on-site Inspection</li> </ul>	
<b>Fireworks Storage Permit</b>	\$677.00
<ul style="list-style-type: none"> <li>➤ One (1) Permit review</li> <li>➤ One (1) Approval Inspection</li> <li>➤ One (1) Compliance Inspection</li> </ul>	
<b>Retail Fireworks Sale Permit</b>	\$354.00
<ul style="list-style-type: none"> <li>➤ One (1) Permit Review</li> <li>➤ One (1) Compliance Inspection</li> <li>➤ One (1) Re-inspection</li> <li>➤ \$100 non-refundable deposit, added to total fee when all paperwork is received</li> </ul>	

<u><b>Activity</b></u>	<u><b>Fee</b></u>
<b>Public Fireworks Display Permit</b>	\$697.00
> One (1) Permit review	
> One (1) Pre-Inspection	
> One (1) Compliance Inspection	
> One (1) Re-Inspection	
<b>MISCELLANEOUS FEES</b>	
<b>Alternative Methods Evaluation and Research</b>	\$126.00
> One (1) On-site inspection	
<b>Outside Consultant Service</b> (per hour) not currently used	\$0.00
Per hour	
<b>Occupant Load Calculations - Minimum</b>	\$219.00
> One (1) On-site inspection, documentation	
<b>Will Serve Letter</b>	\$219.00
> One (1) Field inspection	
> Research into fire station locations, response time & water system	
> Written correspondence	
<b>Property Environmental History Research</b>	\$ 92.00
> Due diligence records search	
<b>Service Fee for Archived Plans Retrieval</b>	\$ 88.00
> Research and printing	
<b>Request for Paper Copies of Documents (non-victim)</b>	\$ 5.00
> Document search	
<b>Re-inspection Fee</b>	\$224.00
> Inspection	
<b>Civil Depositions Requests</b>	\$275.00
Fee (gov. code sets rate)	

**Express Plan Review Service**

Available option to expedite project plan review. Availability dependent on available staff, project complexity and inspector workload. supervisor approval required. Double standard fee

**NOTES:**

1. All fees or charges shall be calculated at a one hour minimum unless otherwise specified.
2. All fees for specified services shall be calculated by Fresno County Fire Protection District.
3. Whenever a requestor fails to cancel a requested inspection, at least one hour prior to the scheduled time of the inspection, a \$96 fee may be charged.
4. Work done without a permit may be charged up to three (3x) times the plan review and inspections fee.
5. When required, no permit or approval shall be issued until such facility or process is brought into compliance with applicable codes and the required fees are paid in full.
6. Any collection cost, attorney fees or fines will be billed at the actual cost of the service and in addition to those costs you will be billed an administrative fee of 18% of the total fee charge.

**RESOLUTION NO. 2654**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CITY OF FOWLER  
AMENDING THE MASTER FEE SCHEDULE RELATED TO FIRE FEES**

**WHEREAS**, the City of Fowler contracts with Fresno County Fire Protection District for fire planning and prevention services; and

**WHEREAS**, the Fresno County Fire Protection District Board of Directors sets fees as prescribed by State law; and

**WHEREAS**, the rates set forth in **Exhibit A** reflect those reasonable costs charged by Fresno County Fire Protection District; and

**WHEREAS**, it is in the best interest of the City in order to promote the public safety of Fowler residents that the City Council adopt these fees.

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

1. The fire safety inspection fees set by Resolutions 2546 and 2626 are hereby repealed in their entirety.
2. The City of Fowler adopts the most current Fresno County Fire Protection District "Prevention and Planning Fee Schedule" as shown in **Exhibit A**.
3. Fees shall be adjusted automatically whenever the Fresno County Fire Protection District Board of Directors authorizes revisions to their Fee Schedule.

**PASSED, APPROVED AND ADOPTED** this 20th day of June 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



# FRESNO COUNTY FIRE

PROTECTION DISTRICT

210 South Academy Avenue  
Sanger, California 93657  
Telephone: (559) 493-4300  
Fax: (559) 875-7451  
[www.fresnocountyfire.org](http://www.fresnocountyfire.org)

## PROTECTION AND PLANNING FEE SCHEDULE Revision 7/1/2021

<u>Activity</u>	<u>Fee</u>
<b>Site Plan Review (Over-the-Counter Meetings)</b>	No Charge
<b>Site Plan Review</b>	
➤ Includes up to one (1) hour of time.	\$122.00
<b>Pre-Plan Submittal Site Inspection</b>	
On-site consultation	\$224.00
<b>Plan Review, non-sprinkler, no alarm (includes)</b>	\$381.00
➤ One (1) Plan review, two (2) back checks	
➤ One (1) On-site acceptance test/final inspection.	
➤ \$10.00 Archiving Fee	
<i>Not to be used for alarm/sprinkler/suppression systems</i>	
<b>Plan Check Resubmittal</b>	\$126.00
<b>Fire Alarm System – New Construction</b>	\$724.00
➤ One (1) Plan review, one	
➤ One (1) Rough inspection, functional test, battery start	
➤ One (1) Battery ring-out/final inspection.	
➤ \$10.00 Archiving Fee	
<i>Each additional device: \$7.00</i>	
<i>This fee is for the alarm panel and the first 10 initiation/detection devices</i>	
<b>Underground System and Water Storage Tank (New Construction)</b>	\$811.00
➤ One (1) Plan review	
➤ One (1) Inspection of the trench/thrust block and laid pipe	
➤ Hydro test/flush completed w/trench	
➤ Final Inspection	
➤ \$10.00 Archiving Fee	
<b>Tentative Improvement Fire Alarm</b>	\$257.00
➤ One (1) Plan review	
➤ One (1) Inspection/final	
➤ \$10.00 Archiving Fee	

**Activity**

**Fee**

**Overhead fire sprinkler system fees are calculated on a per riser basis.**

<b>Overhead Fire Sprinkler System – Tenant Improvement</b>	\$782.00
➤ One (1) Plan review	
➤ One (1) Weld inspection, pre-pipe	
➤ One (1) Rough inspection	
➤ Final Inspection	
➤ \$10.00 Archiving Fee	
<b>Overhead Fire Sprinkler System – New System (20 or fewer heads)</b>	\$991.00
➤ One (1) Plan review	
➤ One (1) Weld inspection, pre-pipe	
➤ One (1) Rough inspection	
➤ Hydro test/flush	
➤ Final inspection	
➤ \$10.00 Archiving Fee	
<b>Overhead Fire Sprinkler System – New System (21 to 100 heads)</b>	\$1,035.00
➤ One (1) Plan review	
➤ One (1) Weld inspection, pre-pipe	
➤ One (1) Rough inspection	
➤ Hydro test/flush	
➤ Final inspection	
➤ \$10.00 Archiving Fee	
<b>Overhead Fire Sprinkler System – New System (101 to 300 heads)</b>	\$1,079.00
➤ One (1) Plan review	
➤ One (1) Weld inspection, pre-pipe	
➤ One (1) Rough inspection	
➤ Hydro test/flush	
➤ Final inspection	
➤ \$10.00 Archiving Fee	
➤ <b>Additional heads over 300 – New System (cost per head)</b>	\$2.06
<b>Fire Pump</b>	\$449.00
➤ One (1) Plan review	
➤ One (1) On site acceptance test/final inspection.	
➤ \$10.00 Archiving Fee	
<b>Residential Fire Sprinkler System</b>	\$663.00
➤ One (1) Plan review	
➤ One (1) Rough inspection	
➤ Final Inspection	
➤ \$10.00 Archiving Fee	
<i>The fee is the same with or without a fire alarm system</i>	
<b>Inert Gas, Halon, Carbon Dioxide, Foam or other Special System</b>	\$483.00
➤ One (1) Plan review	
➤ One (1) Inspection/final	
➤ \$10.00 Archiving Fee	

<u><b>Activity</b></u>	<u><b>Fee</b></u>
<b>Kitchen Hood System</b>	\$483.00
➤ One (1) Plan review	
➤ One (1) Acceptance test/final inspection.	
➤ \$10.00 Archiving Fee	
<b>Spray Booth</b>	\$439.00
➤ One (1) Plan review	
➤ One (1) Acceptance test/final inspection.	
➤ \$10.00 Archiving Fee	
<b>Above Ground or Below Ground Storage Tanks</b>	\$439.00
➤ One (1) Plan review	
➤ One (1) Acceptance test/final inspection.	
➤ \$10.00 Archiving Fee .	
<b><i>FIRE CODE ENFORCEMENT AND SAFETY INSPECTIONS</i></b>	
<b>Facilities Life Safety Inspection</b>	\$ 92.00
➤ One (1) On-site inspection; Prevention Staff (charge hourly rate)	
<b>New Business, License Inspection, Life Safety</b>	\$180.00
➤ One (1) On-site inspection	
<b>Pre-Inspection Licensed Facility (1-25 Clients)</b>	\$180.00
➤ One (1) On-site inspection	
<b>Pre-Inspection Licensed Facility (Over 25 Clients)</b>	\$224.00
➤ One (1) On-site inspection	
<b>Hydrant Flow Test - Minimum</b>	\$224.00
➤ Flow Test	
<b>Multi-family Dwelling Inspection</b>	\$224.00
➤ One on-site Inspection	
<b>Fireworks Storage Permit</b>	\$677.00
➤ One (1) Permit review	
➤ One (1) Approval Inspection	
➤ One (1) Compliance Inspection	
<b>Retail Fireworks Sale Permit</b>	\$354.00
➤ One (1) Permit Review	
➤ One (1) Compliance Inspection	
➤ One (1) Re-inspection	
➤ \$100 non-refundable deposit, added to total fee when all paperwork is received	

**Activity**

**Fee**

**Public Fireworks Display Permit**

\$697.00

- One (1) Permit review
- One (1) Pre-Inspection
- One (1) Compliance Inspection
- One (1) Re-Inspection

**MISCELLANEOUS FEES**

**Alternative Methods Evaluation and Research**

\$126.00

- One (1) On-site inspection

**Outside Consultant Service** (per hour) not currently used  
Per hour

\$0.00

**Occupant Load Calculations - Minimum**

\$219.00

- One (1) On-site inspection, documentation

**Will Serve Letter**

\$219.00

- One (1) Field inspection
- Research into fire station locations, response time & water system
- Written correspondence

**Property Environmental History Research**

\$ 92.00

- Due diligence records search

**Service Fee for Archived Plans Retrieval**

\$ 88.00

- Research and printing

**Request for Paper Copies of Documents (non-victim)**

\$ 5.00

- Document search

**Re-inspection Fee**

\$224.00

- Inspection

**Civil Depositions Requests**

\$275.00

Fee (gov. code sets rate)

**Express Plan Review Service**

Available option to expedite project plan review. Availability dependent on available staff, project complexity and inspector workload. supervisor approval required. Double standard fee



## NOTES:

1. All fees or charges shall be calculated at a one hour minimum unless otherwise specified.
2. All fees for specified services shall be calculated by Fresno County Fire Protection District.
3. Whenever a requestor fails to cancel a requested inspection, at least one hour prior to the scheduled time of the inspection, a \$96 fee may be charged.
4. Work done without a permit may be charged up to three (3x) times the plan review and inspections fee.
5. When required, no permit or approval shall be issued until such facility or process is brought into compliance with applicable codes and the required fees are paid in full.
6. Any collection cost, attorney fees or fines will be billed at the actual cost of the service and in addition to those costs you will be billed an administrative fee of 18% of the total fee charge.



## CITY COUNCIL OF THE CITY OF FOWLER

ITEM NO: 10-Bi

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

June 20, 2023

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

### **SUBJECT**

APPROVE an agreement with Provost and Pritchard Consulting Group for on-call planning services on a time and materials basis not to exceed \$200,000 through June 30, 2024 and authorize the City Manager to negotiate such agreement.

### **EXECUTIVE SUMMARY**

On-call planning services constitute key city planning and development functions such as pre-development consulting, entitlement processing, preparation of environmental documents, plan check, inspections, and preparation and presentation of materials at Planning Commission and City Council.

### **BACKGROUND**

Provost & Pritchard Consulting Group (P&P) has provided on-call planning services for the City of Fowler for many years. Dawn Marple has been the assigned City Planner since 2016. The previous on-call planning services agreement had lapsed and staff committed to bringing an updated agreement for City Council consideration after General Plan adoption. P&P is a highly qualified firm with extensive experience in Fowler and with related agencies with whom the City interacts. Staff have also encountered numerous cost savings and efficiencies since transitioning city engineering services to P&P.

This agreement provides for P&P staff on site in Fowler two days per week, and additional staff made available, as necessary to complete the assigned work. In addition, the rates charged to

the City for office hours for principal planner Dawn Marple will be at a lower rate than for hours charged for fee-based projects.

## **PUBLIC NOTICE**

This item does not require a public hearing and was noticed as a part of the City Council Agenda.

## **ENVIRONMENTAL REVIEW**

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

## **GENERAL PLAN CONSISTENCY**

This action is necessary to provide basic planning and development functions in support of the General Plan, and in compliance with State law.

## **FISCAL IMPACT**

Expenses for on-call civil planning services are included in the fiscal year 2023/24 adopted budget. Additionally, many of these costs are offset by developer fees for services and grant reimbursements.

## **CONFLICT OF INTEREST**

Staff is not aware of any conflicts of interest.

### **Attachments**

- Draft Agreement
- Draft Agreement, Exhibit A

**CITY OF FOWLER  
PROFESSIONAL SERVICES AGREEMENT**

This Professional Services Agreement ("Agreement") is entered into between the City of Fowler, a California general law city ("City") and Provost & Pritchard Engineering Group, Inc., d.b.a., Provost & Pritchard Consulting Group, a California corporation ("Consultant") with respect to the following recitals, which are a substantive part of this Agreement. This Agreement shall be effective on June 20, 2023 ("Effective Date").

**RECITALS**

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

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

**AGREEMENT**

- 1. **Scope of Services.** Consultant shall perform the Services described in the Recitals and detailed in **Exhibit A**. Changes in the scope of Services, including the work performed and/or deliverables produced, shall be made in writing and particularly describe the changes in Services, including payment/costs and schedule/term, as applicable.
- 2. **Priority and Conflicts; Exclusions.** If the terms and requirements of this Agreement conflict with **Exhibit A**, this Agreement shall control. No contractual terms and/or conditions found in **Exhibit A** shall purport to waive, disclaim, or limit Consultant's liability, indemnification obligations, warranties, damages for breach or delay, or any security, bonding, or insurance requirements, and any such provisions shall have no force or effect with respect to this Agreement and the Services performed by Consultant.
- 3. **Term of Agreement; Commencement of Services; Schedule.** Consultant shall begin performing the Services upon notice from the City on or after the Effective Date, unless otherwise instructed by City, and continue with the Services until June 30, 2024 ("Completion Date"). This Agreement may be terminated prior to the Completion Date pursuant to Section 17 herein.
- 4. **Payment for Services.** City shall pay Consultant for the Services performed pursuant to this Agreement on a "time-and-materials" basis according to rate(s) set forth in **Exhibit A**. The total amount paid by City to Consultant for the Services shall not exceed two hundred thousand dollars (\$200,000) per fiscal year. The hourly rates in Exhibit A are effective through June 30, 2024 and may be renegotiated through a formal written request.

The foregoing is inclusive of all labor, equipment, materials, costs and expenses, taxes, and overhead. City shall pay Consultant for Services satisfactorily performed pursuant to this Agreement. Consultant shall submit monthly invoices to City containing detailed billing information regarding the Services provided and unless

otherwise specified in **Exhibit A**, City shall tender payment to Consultant within thirty (30) days after receipt of invoice.

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

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

7. [Reserved]

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

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

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

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

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

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

13. [Reserved]

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

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

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

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

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

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

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

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

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

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

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

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

21. Assignment. Neither this Agreement nor any duties or obligations hereunder shall be assignable by Consultant without the prior written consent of City. In the event of an assignment to which City has consented,

the assignee shall agree in writing to personally assume and perform the covenants, obligations, and agreements herein contained. In addition, Consultant shall not assign the payment of any monies due Consultant from City under the terms of this Agreement to any other individual, corporation or entity. City retains the right to pay any and all monies due Consultant directly to Consultant.

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

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

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

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

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

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

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

25. [Reserved]

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

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

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



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

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

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

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

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

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

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

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

including but not limited to Labor Code section 1775.5. Consultant shall register with the Department of Industrial Relations, if required.

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

**PROVOST & PRITCHARD  
CONSULTING GROUP**

**CITY OF FOWLER**

\_\_\_\_\_  
Heather Bashian, PE  
Director of Operations

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

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

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

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

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

**Approved as to Form:**

**Attest:**

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

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

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

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

# **EXHIBIT A**

## **Scope of Services**

# EXHIBIT B

## Insurance Requirements

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

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

(i) Professional Liability Insurance (Errors and Omissions) in an amount not less than \$1,000,000 per occurrence or claim and \$1,000,000 in the aggregate. Said insurance shall be maintained for an additional period of five years following the earlier of completion of Consultant's Services under this Agreement or termination of this Agreement.

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

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

(iv) Automobile Liability Insurance in an amount not less than \$2,000,000 per accident for bodily injury and property damage.

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

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

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

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

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

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

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

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

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

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

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

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

# PROVOST & PRITCHARD CONSULTING GROUP

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

June 13, 2023

Thomas W. Gaffery, IV  
Community and Economic Development Director  
City of Fowler  
128 S. Fifth Street  
Fowler, CA 93625

**RE: City of Fowler On-Call Planning Services**

Dear Mr. Gaffery:

We understand that Dawn Marple has been providing contract planning services to the City of Fowler since 2016. Provost & Pritchard greatly appreciates the opportunity to continue the role currently filled by Dawn Marple.

- City office hours would be provided two (2) days per week on Tuesday and Wednesdays. Regular office hours would be from 9:00 AM until 5:00 PM, or as directed by the City Manager.
- The assigned Provost & Pritchard principal planner is Dawn Marple. Additional members of Provost & Pritchard's planning staff would be made available, as directed by the City Manager.
- Office hours would be serviced by Dawn Marple or other planners, as assigned.
- Dawn Marple would be available for 16 hours a week, as needed. An Assistant Planner or Associate Planner would be available for 8 hours per week, as needed.
- The City Council generally meets on the 1<sup>st</sup> and 3<sup>rd</sup> Tuesday of the month at 6:00 pm. Dawn Marple is the assigned planner for these meetings, as needed.
- The Planning Commission generally meets on the 1<sup>st</sup> Thursday of the month at 6:30 pm. Dawn Marple is the assigned planner for these meetings, as needed.
- Except at the direction of the City Manager, Provost & Pritchard would try to avoid having more than one planner participate in or attend the same task (e.g., Planning Commission meeting).
- The rates charged to the City for office hours for principal planner Dawn Marple will be at \$147/hr. All Project-specific hours will be charged in accordance with the table attached (See Attachment A) for the time periods outlined.
- Other staff types would be billed consistent with our fee schedule, in effect at the time the work is completed.
- At the request of the City Council, Provost & Pritchard will not charge a markup on mileage reimbursements, but instead will charge at the Internal Revenue Service (IRS) established mileage rate (currently \$0.655 per mile but subject to change at the discretion of the IRS).

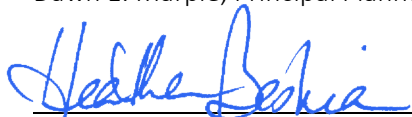
Provost & Pritchard will provide the following consulting planning services at the direction of the City Manager and/or Community Development Director.

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- Coordination with City Staff, including the City Manager, City Attorney, City Engineer, Public Works Director, Community Development Director, and Police Department on planning matters and the preparation of resolutions, ordinances and municipal code amendments.
- Processing of planning applications, including site plans, use permits, plan amendments, rezones, annexations, and parcel/tract maps. Processing services include preliminary applicant meetings; review of applications; coordination of staff and public agency review; preparation of legal notices; preparation of staff reports and resolutions/ ordinances; presentation at Planning Commission, City Council, and other agency public hearings; and project file close-out.
- Coordination of the CEQA process, including preparation of initial studies, categorical exemptions, and negative declarations; circulation of environmental documents; response to comments; and filing of notices with the County Clerk and State Office of Planning and Research. Coordination of the EIR process as required.
- Coordination with various consultants under contract with the City, applicants, and/or regional agencies, including initial input and review and comment on draft and final reports.
- Preparation of planning documents, including the Housing Element, Zoning Ordinance, General Plan update, and redevelopment plans. Major planning projects may be subject to separate proposal and agreement.
- Attendance and representation at meetings on regional issues, including Fresno County, Fresno LAFCO, and Fresno COG.
- Other such matters as may be directed from time to time by the City Manager.

Respectfully,  
Provost & Pritchard Consulting Group

  
Dawn E. Marple, Principal Planner

  
Heather Bashian, Director of Operations

Attachment A: City of Fowler Hourly Rate Schedule

## Attachment A: City of Fowler Hourly Rate Schedule



# PROVOST & PRITCHARD CONSULTING GROUP

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www.provostandpritchard.com

## City of Fowler Hourly Rate Schedule (Effective 7/1/2023 to 6/30/2024)

<u>CLASSIFICATION</u>	<u>PROJECT RATE</u>
Fowler City Planner	\$188
Principal Planner	\$188
Senior Planner	\$173
Associate Planner	\$138
Assistant Planner	\$110
Principal Biologist	\$138
Associate Biologist	\$164
Assistant Biologist	\$172
Administrative Assistant	\$100
Project Administrator	\$108

## Reimbursables

(Effective 7/1/2023 to 6/30/2024)

<u>DESCRIPTION</u>	<u>RATE</u>
Mileage	Current IRS Rate
Direct Costs	Actual Cost

Provost & Pritchard Consulting Group will perform services on a time and materials basis, in accordance with the above Fee Schedule. These fees will be invoiced monthly, as they are accrued, including reimbursable expenses.

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Clovis • Visalia • Bakersfield • Modesto • Los Banos • Chico • Sacramento • Sonora • San Luis Obispo • Boise, ID  
www.provostandpritchard.com • info@ppeng.com



## CITY COUNCIL OF THE CITY OF FOWLER

ITEM NO: 10-Bii

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

June 20, 2023

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

### **SUBJECT**

APPROVE a First Amendment to the Agreement with Toole Design Group, LLC in the amount of \$48,830 for visual identity design services

### **EXECUTIVE SUMMARY**

This scope of work will result in Toole Design Group, LLC (Toole) conducting design analysis, engagement, and ultimate development of visual identity materials and design guidelines. These guidelines will include colors, fonts, logo usage, and other visual elements.

### **BACKGROUND**

As a part of their initial work related to the Downtown Streetscapes Plan, Toole completed extensive community engagement and learned a great deal about the community, relationships and connections, goals, and identity. Staff requested Toole provide a Statement of Qualifications for visual identity design services. Staff consider Toole to be uniquely qualified to perform this work based on their skilled staff, experience with similar scopes of work for other municipalities, and knowledge of the Fowler community. Toole's work will include opportunities for community engagement and feedback from Council and other stakeholders.

### **PUBLIC NOTICE**

This item does not require a public hearing and was noticed as a part of the City Council Agenda.

## **ENVIRONMENTAL REVIEW**

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

## **GENERAL PLAN CONSISTENCY**

This action is consistent with:

### General Plan Action Item CDES-1a

Develop a branding package for the City of Fowler, including the development of gateway signage standards and a series of print and web graphics that create a cohesive design for the City.

## **FISCAL IMPACT**

American Rescue Plan Act (ARPA) funds were previously appropriated to fund a portion of this project and the remainder will be allocated from general fund sources.

## **CONFLICT OF INTEREST**

Staff is not aware of any conflicts of interest.

### Attachments

- First Amendment
- First Amendment, Exhibit A
- Agreement

**FIRST AMENDMENT TO THE AGREEMENT FOR PROFESSIONAL SERVICES DATED AUGUST 16, 2022 BETWEEN THE CITY OF FOWLER AND TOOLE DESIGN GROUP, LLC**

- A. The City of Fowler (“City”) desires modifications to the products and services beyond the scope of the Agreement for professional services, dated August 16, 2022 (“Agreement”).
- B. The June 30, 2023 Agreement termination date as stated in Section 3 of the Agreement is revised to June 30, 2024.
- C. The total amount paid by the City to Toole Design Group, LLC as stated in Section 4 of the Agreement is currently listed as Eighty-Two Thousand Two Hundred Thirty-Four Dollars (\$82,234). The total amount to be paid pursuant to the Agreement is hereby revised by Forty-Eight Thousand Eight Hundred and Thirty Dollars (\$48,830) to an amount not to exceed One Hundred Thirty-One Thousand Sixty-Four Dollars (\$131,064).
- D. An additional scope of work, as further described in **EXHIBIT A**, authorizes Toole Design Group, LLC to provide visual identity design services. **EXHIBIT A** shall become a substantive part of the Agreement.
- E. 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 June 20, 2023.

**TOOLE DESIGN GROUP, LLC**

**CITY OF FOWLER**

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

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

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

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

8484 Georgia Avenue, Suite 800  
Silver Spring, MD 20910  
(301) 927-1900

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

**TOOLE**  
DESIGN

MARCH 7, 2023

STATEMENT OF QUALIFICATIONS  
**CITY OF FOWLER**  
**VISUAL IDENTITY DESIGN**

---





March 7, 2023

Thomas W. Gaffrey IV  
Community & Economic Development Director  
128 South Fifth Street, Fowler, CA 93625

**RE: City of Fowler Visual Identity**

Dear Thomas,

**Toole Design Group** is pleased to submit our Statement of Qualifications for the City of Fowler Visual Identity. We have reviewed your Task Order and have assembled a team that we are confident possesses the combination of skills and understanding needed for this exciting project.

Toole Design has been honored to work with the City of Fowler to re-imagine their downtown streetscapes, and is eager to continue and extend that work by assisting with your Visual Identity needs. As you are aware, our Urban Design Group specializes in helping communities like yours recognize, articulate, and implement their own distinctive voice. Our Environmental Graphic Design Team, led by Senior Designer Erin Williams, works to define the visual building blocks of these placemaking efforts, through logo design, brand extension, and collateral design, with a particular emphasis on signage and wayfinding. We believe that branding for places is different than your average branding project, and we structure the design process with branded applications in mind that are relevant to your needs as both a destination and a government entity.

We are excited for the opportunity to continue our work with the City of Fowler. If you have any questions, please contact our Project Manager, Erin Williams (contact details below).

Sincerely,



Jessica Fields, PE, AICP  
Regional Operations Director, Western U.S. and Texas

**CONTACT:**

Erin Williams, SEG, AIGA  
ewilliams@tooledesign.com, 213.257.8680 x269

# UNDERSTANDING & APPROACH

The City of Fowler, California has a layered history and incredibly strong community connections that are under-represented in its visual applications. Its history as a rail town, its charming architectural heritage, its diverse and vibrant community, and its tradition of incredible city and regional events are all waiting to be discovered.

At the same time, an active local government and invested community have developed a momentum around the improvement of downtown and the re-definition of the City as a whole. Fowler's residents are proud of their town's history, its role in the development of the region, and of Fowler as a wonderful place to call home. It is this feeling of connectedness that we believe defines the core of Fowler, and that we are eager to explore the visual representation of.

Fowler's needs for a visual identity begin with the development of a new logo and seal. These are two separate elements with different jobs: the seal is a representation of the City as a government entity, while the logo is a representation of the city as a destination. They should be related, in that they stem from the same vision of the city, and may share some visual characteristics, but are used in very different applications, for different audiences, and thus have very different technical and communication requirements.

Once the seal and logo are established, the City will have a variety of needs for visual collateral, from business cards to websites, from signage to service trucks. It is the business of this scope to suggest a starting point and some guidelines for development of these sorts of applications, but not our business to design each one at this time. The following project approach represents our recommendation for achieving this in as efficient a manner as possible.

## **TASK 1: PROJECT MANAGEMENT**

Following execution of the project contract, we will develop a Project Work Plan and conduct a formal kickoff meeting with City staff. The meeting will focus on review of the scope of services, the project timeline, and key outcomes for the project. The meeting will help us define project objectives and areas of concern and clarify priorities and timelines.

Our Project Manager, **Erin Williams**, will hold monthly check-ins to discuss progress and process questions. Design presentations may occur at monthly check-ins where appropriate, but may also be scheduled separately. It is anticipated that these check-ins will be conducted virtually using Zoom or comparable technologies.

Toole Design will submit invoicing and progress reports outlining project status and upcoming activities monthly.

### **Task 1 Deliverables:**

- Kickoff meeting minutes
- Project Work Plan
- Monthly meeting minutes
- Monthly progress reports and invoices



## TASK 2: UNDERSTANDING

Already approaching the project with a substantial understanding of Fowler as a place and its need for a conceptual identity which unites its visual expressions, this task will focus on adding to our understanding of the functional aspects of its brand collateral. To begin the design process, Toole Design will collect and review the following brand materials:

- Brand guidelines
- Any and all marks used by the City, including seal, city logo, logos of specific program, services, or departments which the City deems relevant
- Website (for visual purposes only, not interaction design)
- Any collateral which the City provides, including letterhead, business cards, signage, vehicles, uniforms, etc.

The design team will also review community feedback provided by client, historical documentation, current photography, and conceptual work related to the Fowler Downtown Streetscapes project. Based on this review, the team will prepare a design brief outlining:

1. Visual impression analysis of the existing brand collateral
2. Visual opportunities assessment, identifying potential directions for investigation in the Concept Design task. This will be represented through mood boards and verbal descriptions.
3. An outline of the technical needs of the project, including recommended informational content and uses for the logo and seal respectively, partnership or departmental needs, key brand collateral, and best practices driven by these needs such as size constraints, contrast, etc. This design brief will be reviewed with the City's Project Manager and identified City staff, and revised based on a single round of comments.

During this presentation, the design team and City's Project Manager will agree on collateral examples for the team to work with during Task 2.

## Task 2 Deliverables:

- Design Analysis Presentation
- Minor revisions to the technical needs section, based on consolidated client comments



Logo & sample application designs for Lynn Wyatt Square in Houston, TX, led by Erin Williams prior to joining Toole Design

### TASK 3: CONCEPT DESIGN

Based on feedback from Task 2, the design team will develop up to (3) conceptual directions for the City Logo and the City Seal. It is anticipated that these directions will be presented in pairs with specific thematic or visual relationships between them and limited ability to mix and match. Up to (4) pieces of collateral agreed upon at the end of task 2 (for example, business card, water tower, polo shirt) will be used to illustrate the concepts. These should not be taken as design solutions in themselves, but rather used as examples of the potential of the proposed logo design solutions.

Based on feedback from the concept presentation, the design team will refine the preferred logo concept or compilation thereof, and present the revised preferred concept to the City Council for feedback. This presentation will include logo, seal, color palette, typographic palette, and the (4) collateral examples agreed upon in the previous step. The City Council presentation may include some specific design optionality that invites the Council into the process, but overall will strongly recommend one preferred design concept based on feedback from the City Manager.

#### Task 3 Deliverables:

- Concept Design Presentation
- (1) Round of revision to the preferred concept
- Virtual attendance and presentation at (1) City Council Meeting



Lead Designer Erin Williams breathed new life into a historic wordmark associated with an old flour mill in Los Angeles, CA when the site was converted into a mixed-use destination. The distinctive letterforms were preserved overall, while making improvements to legibility and formatting the mark to fit its new space.

## TASK 4: DESIGN DEVELOPMENT

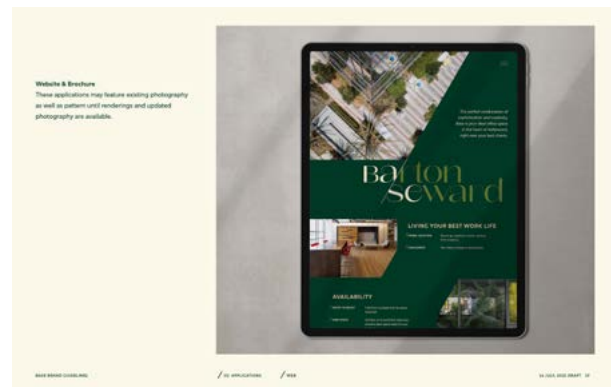
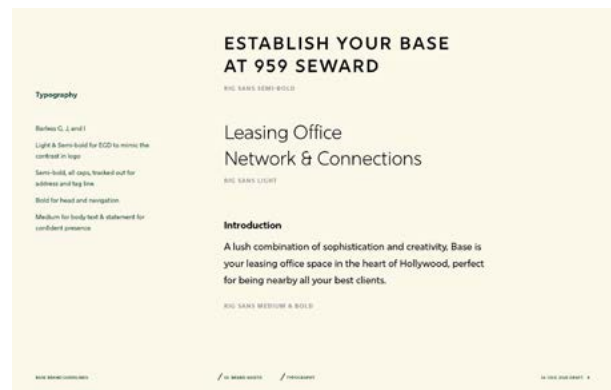
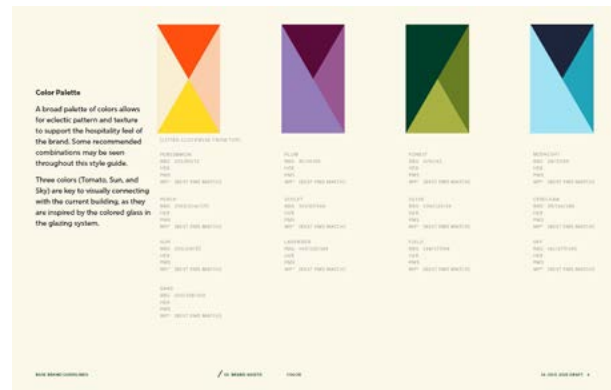
Toole's PM and City's PM will review stakeholder feedback and agree on a final set of Logo and Seal refinement. Based on this, the design team will prepare final logo files for delivery, along with an outline of the Brand Guidelines document not to exceed 16 pages. The content from this will be sourced primarily from the concept presentation, but will provide additional detail and instructions for use regarding such topics as:

- Color
- Typography
- Logo spacing
- Pattern or other visual elements created as part of the concept design
- Conceptual wayfinding signage
- Recommendations for development of future brand extensions, such as social media, iconography or other illustrative assets, photography

Upon review and acceptance of the Outline, the design team will develop a draft of the Brand Guidelines document, including imagery and written content. One draft of the document will be provided for client review and consolidated client feedback prior to final delivery.

### Task 4 Deliverables:

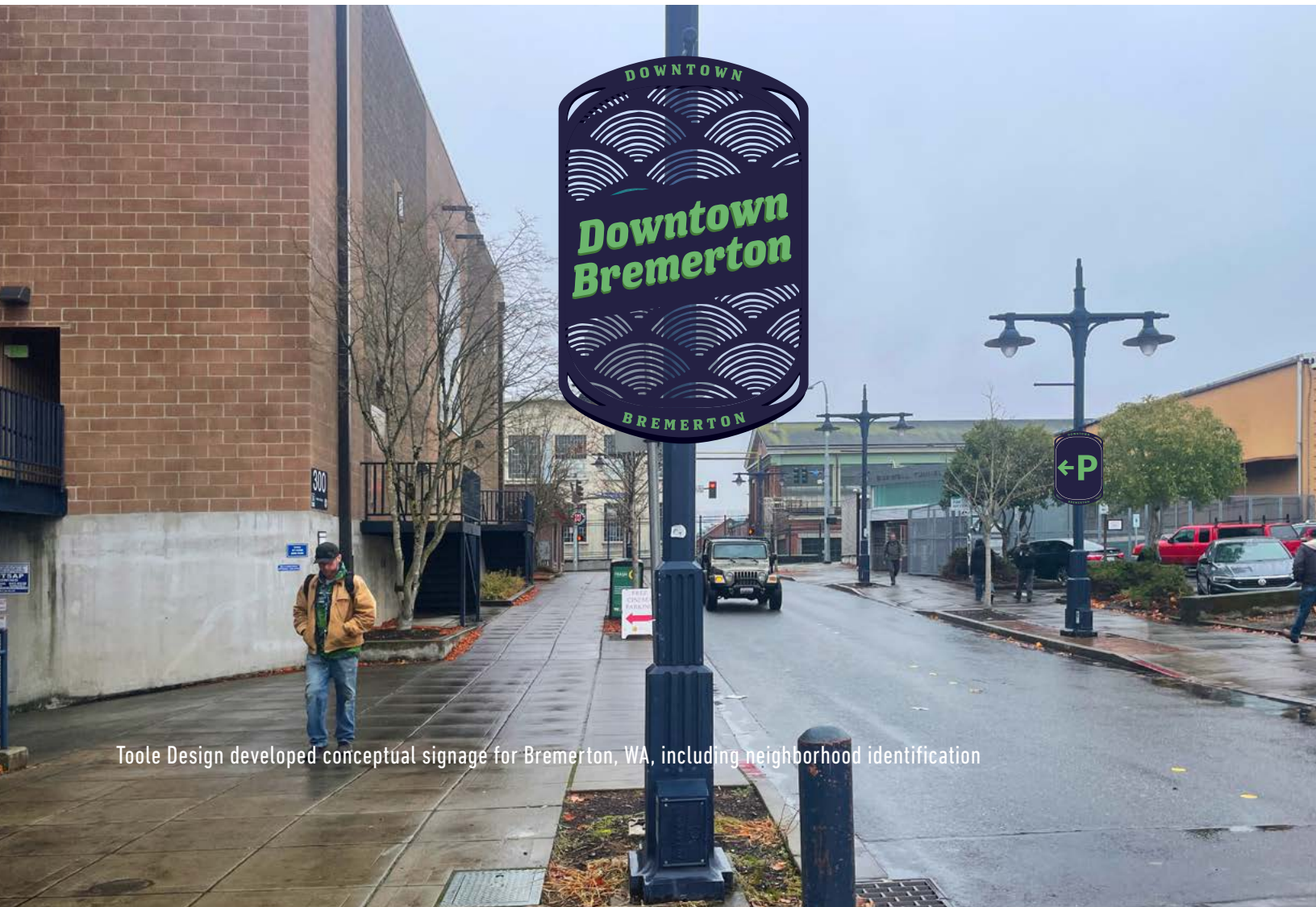
- Logo files, delivered in EPS and PNG format
- Seal files, delivered in EPS and PNG format
- Outline of Brand Guidelines document
- Draft Brand Guidelines, delivered in PDF format
- Final Brand Guidelines, delivered in PDF format



Brand Guidelines example pages, created by Erin Williams prior to joining Toole

# THE TEAM

The team you see assembled before you should be familiar. We think it is important to maintain consistency between the Downtown Streetscapes project and your Identity project. This ensures that all the work we've put into getting to know Fowler—its streets, but also its history, its residents, and its values—becomes the groundwork for the new identity, and makes more efficient use of project funds. Cindy Zerger will remain as Principal in Charge on the project, with particular attention towards coordination with other design efforts ongoing in Fowler. Erin Williams will be your Project Manager and lead designer for this scope, guiding the design process and deliverables to a successful result. And graphic designer Sarah Skolaski joins our team for this project with a primary focus on supporting Erin in graphic production.



Toole Design developed conceptual signage for Bremerton, WA, including neighborhood identification



# CINDY ZERGER, ASLA

## URBAN DESIGN DIRECTOR, CALIFORNIA

### PROFESSIONAL HIGHLIGHTS

Years of Experience: 17

Toole Design: 2014-Present

Humphrey School of Public Affairs, Research Fellow: 2012-2014

Center for Changing Landscapes: 2009-2012

Coen+Partners: 2007-2009

Humphrey Institute of Public Affairs: 2006-2007

### EDUCATION / CERTIFICATION

Master of Urban and Regional Planning and Master of Landscape Architecture, University of Minnesota: 2008

Bachelor of Arts, Sociology, St. Lawrence University: 1998

American Society of Landscape Architects

### AWARDS

HWS Cleveland Award for Achievement by Young Professional, Award by the American Society of Landscape Architects Minnesota

### APPOINTMENTS / AFFILIATIONS

Association of Pedestrian and Bicycle Professionals

American Society of Landscape Architects

Cindy serves as Toole Design's Urban Design Director for California and is a seasoned urban designer and project manager with 17 years of experience in planning and design. She blends a background in organizational management and leadership with master's degrees and professional experience in both landscape architecture and urban planning, equipping her to drive project success from both design and policy perspectives. Cindy has served as lead designer and project manager for a wide range of urban design projects from small rural communities to large urban municipalities throughout North America.

### SELECTED PROJECT EXPERIENCE



**Fowler Downtown Streetscapes**, Fowler, CA  
Project Manager, Urban Design  
Under Cindy's leadership, this streetscape design project has already begun to address issues of identity in the built environment.



**Connect Beverly Hills**, Beverly Hills, CA  
Project Manager, Urban Design  
Cindy oversaw a team which addressed streetscape issues, including identity expression and wayfinding, for the City of Beverly Hills. The project also included extensive public engagement materials.



**Capital City Bikeway and Jackson Street Reconstruction**, Saint Paul, MN  
Project Manager, Urban Design  
Cindy led design efforts for this project, establishing the vision for the branded environment, including management and direction of brand consultants.



## ERIN WILLIAMS, SEGD, AIGA

### SENIOR ENVIRONMENTAL GRAPHIC DESIGNER

#### PROFESSIONAL HIGHLIGHTS

Years of Experience: 14  
Toole Design: 2022-Present  
RIOS: 2016-2022  
Genster: 2013-2016  
Koning Eizenberg: 2012-2013  
Karten Design: 2009-2012

#### EDUCATION / CERTIFICATION

Master of Fine Arts, Visual Communication Design, University of Washington: 2009  
Bachelor of Architecture, University of Southern California: 2005  
LEED® Legacy

#### AWARDS

Built by Women, given by AIALA: 2020  
AZ Award, Environmental Graphic Design: 2018  
SEGD Honor Award: 2018  
SEGD Merit Award: 2011

#### APPOINTMENTS / AFFILIATIONS

Society for Experiential Graphic Design  
American Institute of Graphic Arts

Erin is a Senior Designer with a demonstrated record of leading award-winning projects recognized for their experiential impact. She thrives at building dynamic, contextually responsive systems for identity and navigation that are instantly recognizable while maintaining the ability to evolve over time.

#### SELECTED PROJECT EXPERIENCE

**Fowler Downtown Streetscapes**, Fowler, CA  
Designer, Urban Design

**Broomfield Active Transportation Wayfinding**, Broomfield, CO  
Documentation Lead, Wayfinding

**Bremerton Wayfinding**, Bremerton, WA  
Lead Designer, Wayfinding, District Branding

**Tacoma Dome Station Wayfinding**, Tacoma, WA  
Lead Designer, Wayfinding

**Jaffrey Center Concept Plan**, Jaffrey, NH  
Consultation, Branding and Wayfinding

**Superbloom (Milan Design Week 2022)\***, Milan, IT  
Lead Designer, Exhibit Design, Branding, Illustration, Fabrication & Install Assistance

**Echo Street West\***, Atlanta, GA  
Graphic Design Lead, Wayfinding & Arts Master Planning

**Lynn Wyatt Square for the Performing Arts\***, Houston, TX  
Graphic Design Lead, Brand Design, Wayfinding

**ba/se\***, Los Angeles, CA  
Graphic Design Lead, Brand Design & Collateral

**Connect Beverly Hills\***, Beverly Hills, CA  
Design Consultant, Signage and Wayfinding

**notNeutral\***, Los Angeles, CA  
Research & Strategy, Brand Design

**South Park Commons\***, Los Angeles, CA  
Graphic Design Lead, Brand Design, Signage

**Capitol Milling\***, Los Angeles, CA  
Graphic Design Lead, Brand Design, Signage

**Midway Place\***, Los Angeles, CA  
Project Manager and Lead Designer, Alley Activation, Illustration

**South Park Wayfinding\***, Los Angeles, CA  
Project Manager and Lead Designer, Wayfinding

**Playa District\***, Los Angeles, CA  
Lead Designer, Wayfinding

\* Denotes projects completed prior to joining Toole Design



# SARAH SKOLASKI

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## GRAPHIC DESIGNER

### PROFESSIONAL HIGHLIGHTS

Years of Experience: 6

Toole Design, 2021-Present

Color Burst: 2021

Freelance: 2019-Present

Little Guy Design: 2017-2019

### EDUCATION / CERTIFICATION

Bachelor of Fine Arts,  
Graphic Design, University of  
Nebraska-Lincoln: 2021

Sarah is a graphic designer with experience in branding, typography, data visualization, and ADA compliant documentation. Her work is guided by a strong belief that design is a problem-solving tool aiming to bridge communication and creativity.

### SELECTED PROJECT EXPERIENCE

**Bremerton Wayfinding**, Bremerton, WA

Graphic Design, Wayfinding, District Branding

**San Francisco Active Communities Plan**, San Francisco, CA

Graphic Designer, Information Design, Publication Design

**Alameda County Safe Routes for School**, Alameda County, CA

Graphic Designer, Project Brand

**Peebles Healthy Food Map**, Peebles, OH

Graphic Designer, Illustrations, Information Design

**Colorado State University Complete Streets Guidelines**, Fort Collins, CO

Lead Graphic Designer, Publication Design, Project Brand

**Alameda County Golden Sneaker Contest**, Alameda County, CA

Graphic Designer, Project Brand, Illustrations

**MnDOT US Bike Route 20**, Prairie Lake Route, MN

Graphic Designer, Project Brand

**Broomfield Active Transportation Wayfinding Plan**, Broomfield, CO

Graphic Designer, Publication Design

**Anne Arundel County Pedestrian and Bicycle Master Plan**, Anne Arundel County, MD

Graphic Designer, Project Brand & Web Design

**Bay Trail Equity Strategy**, San Francisco, CA

Graphic Design Lead, Information Graphics

**San Pablo Bicycle and Pedestrian Corridor Study**, San Pablo, CA

Graphic Designer, Information Design & Publication Design

**Sonoma County Vision Zero Action Plan**, Sonoma County, CA

Graphic Designer, Information Design & Publication Design

**Go Human Safety Strategies**, CA

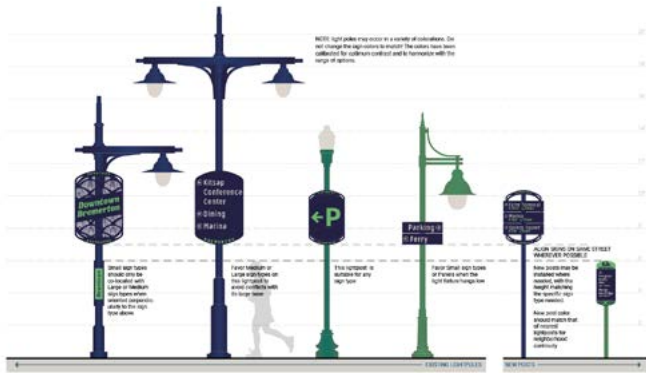
Graphic Designer, Information Design, Publication Design, Illustration

**Reimagining Neighborhoods + Streets: Creating Community Spaces Together**,

Edmonds, WA

Graphic Designer, Project Brand

# REFERENCES



## BREMERTON WAYFINDING PLAN AND DESIGN BREMERTON, WA

Client: City of Bremerton Public Works & Utilities

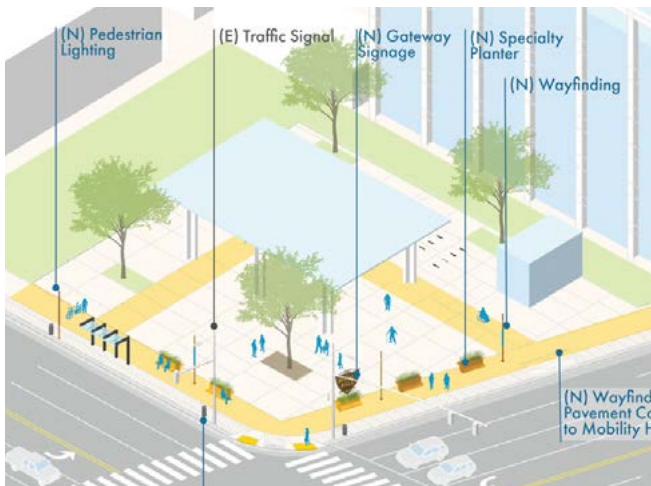
Katie Ketterer, Project Manager

100 Oyster Bay Avenue, Bremerton, WA

98312, 360.473.5334

katie.ketterer@ci.bremerton.wa.us

Project Scope: Design of city-wide wayfinding family, including neighborhood identification, and pilot plans



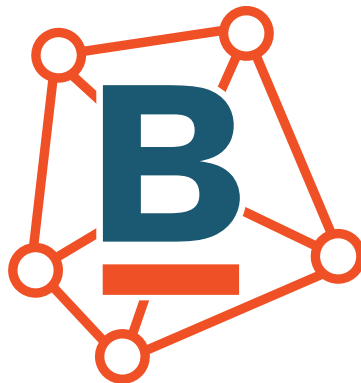
## CONNECT BEVERLY HILLS BEVERLY HILLS, CA

Client: City of Beverly Hills

Jessie Holzer Carpenter, Transportation Planner

310.285.1171, jholzer@beverlyhills.org

Project Scope: Design Guidelines for of Wilshire and La Cienega Boulevard streetscapes, including recommendations for identity representation and wayfinding signage



## BOSTON MOBILITY GOHUBS BOSTON, MA

Client: City of Boston, Vineet Gupta, Director of Planning

Boston City Hall, Room 721, Boston, MA 02201

617.635.2756, vineet.gupta@boston.gov

Project Scope: Design of kit-of-parts strategy for micromobility hubs, including program branding and station graphics



# FEE & SCHEDULE

The table below shows Toole Design's proposed budget. The hours and costs represent our estimate of the necessary level of effort for our proposed approach. However, we are flexible and we anticipate refining the approach in collaboration with City staff.

<b>TASK</b>	<b>Hour Subtotal</b>	<b>Cost</b>	<b>Duration</b>
<b>Task 1: Project Management</b>	<b>27</b>	<b>\$4,632</b>	<b>Ongoing</b>
1a: Kickoff	5	\$892	1 week
1b: Monthly Meetings	13	\$2,196	Ongoing
1c: Progress Reports, Meeting Minutes, Invoicing	9	\$1,544	Ongoing
<b>Task 2: Understanding</b>	<b>60</b>	<b>\$7,933</b>	<b>4 weeks</b>
2a: Presentation	53	\$6,833	3 weeks
2b: Revision	7	\$1,101	1 week
<b>Task 3: Concept Design</b>	<b>144</b>	<b>\$19,071</b>	<b>5 weeks+</b>
3a: Concept Presentation	94	\$11,945	3 weeks
3b: Revision	41	\$5,582	2 weeks
3c: City Council Meeting	9	\$1,544	Align w/ CC schedule
<b>Task 4: Design Development</b>	<b>131</b>	<b>\$16,694</b>	<b>8 weeks</b>
4a: Logo Design Refinement	61	\$7,666	3 weeks
4b: Guidelines Draft	41	\$5,582	3 weeks
4c: Guidelines Final	25	\$3,446	2 weeks
	<b>REIMBURSIBLES</b>	<b>up to \$500</b>	
	<b>LABOR TOTALS</b>	<b>354</b>	<b>\$48,830</b>
			<b>17 weeks</b>

Reimbursibles budget may be used to cover direct costs associated with the project, such as:

- Purchase of fonts
- Purchase of stock photography
- Printing for visual review of assets

No travel budget is anticipated for this scope, as all meetings are to be held virtually. If in person meeting attendance is desired, we are happy to adjust fees to reflect this additional time and expense.

# TOOLE DESIGN

1322 Webster Street, Suite 208

Oakland, CA 94612

510.298.0740 | [www.tooledesign.com](http://www.tooledesign.com)

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**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 TDG Engineering, Inc., a California Corporation ("Vendor") with respect to the following recitals, which are a substantive part of this Agreement. This Agreement shall be effective on May 2, 2023 ("Effective Date").

**RECITALS**

- A. City desires to engage the services of a qualified vendor to provide a Bicycle, Pedestrian, and Trails Master Plan ("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 represents that Vendor is qualified, experienced, and capable of providing these Services, and possesses any required licenses, certifications, security/bonding, and/or training necessary thereto.
- C. City desires to contract with Vendor to provide these Services on the terms and conditions as set forth in this Agreement.

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

**AGREEMENT**

1. Scope of Work. Vendor agrees to perform the services as more fully described in **Exhibit A** attached hereto and incorporated herein by reference ("Services"). Changes in the scope of Services, including work incidental to the Services, shall be made in writing and particularly describe the changes in Services, payment/costs, and schedule/term, as applicable.
2. Schedule. City and Vendor shall mutually agree on a schedule for performing the Services. The schedule shall be subject to modification based on the City's operational needs. City will notify Vendor in advance of any modification to the schedule.
3. Term of Agreement; Commencement of Services. The term of this Agreement shall begin on the Effective Date and shall terminate on June 30, 2024, unless extended by mutual written agreement of the Parties. Notwithstanding the preceding sentence, this Agreement may be terminated during the term in accordance with Section 17 herein.
4. Payment for Services. City shall pay Vendor for the Services performed pursuant to this Agreement on a time and materials basis. The total amount paid by City to Vendor pursuant to this Agreement shall not exceed One Hundred Twenty-Four Thousand Five Hundred Eighty-Four Dollars and Ten Cents (\$124,584.10).

The foregoing is inclusive of all labor, equipment, materials, costs and expenses, taxes, and overhead. Vendor reserves the right to escalate rates annually on or around April 1st of each year. 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. Should the City fail to make timely payment, Vendor reserves the right to stop work until payment is received.

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. However, nothing herein shall prevent Vendor from referencing its work on this project in future marketing materials.

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, agents, and volunteers harmless from and against all claims, demands, causes of action, actions, damages, losses, expenses, and other liabilities, (including without limitation reasonable attorney fees and costs of litigation) to the extent arising out of or in connection with the 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 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.

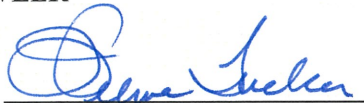
Demand for mediation shall be in writing and delivered to the other party to this Agreement. A demand for mediation shall be made within reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for mediation be made after the date when institution 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.

**TDG Engineering, Inc.**

**CITY OF FOWLER**



Name: Roswell Eldridge  
Title: Executive Vice President/COO

Wilma Tucker  
City Manager

Date: 4/27/2023

Date: 5/2/23

8484 Georgia Ave., Suite 800  
Silver Spring, MD 20910  
(301) 927-1900

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

**EXHIBIT A**  
**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, agents and volunteers.

(v) Professional Liability. Contractor shall maintain professional liability insurance that insures against professional errors and omissions that may be made in performing the Services to be rendered in connection with this Agreement, in the minimum amount of two million dollars (\$2,000,000) per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this agreement, and Contractor agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this agreement.

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

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

(i) The City, its officers, officials, employees, agents, and volunteers are to be covered as insured's with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Vendor; and with respect to liability arising out of work or operations performed by or on behalf of the Vendor including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Vendor's insurance (at least as broad

as ISO Form 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33 or CG 20 38; and CG 20 37 forms if later revisions used).

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

(iii) Each insurance policy required by this section shall be endorsed to state that the City shall receive written notice at least thirty (30) days prior to the cancellation of the coverages required herein. Vendor shall provide (30) days prior written notice of any material change in coverage.

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

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

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

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

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

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

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

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



## CITY COUNCIL OF THE CITY OF FOWLER

ITEM NO: 10-Cii

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

June 20, 2023

**FROM** SOO HO PARK, City Engineer

### **SUBJECT**

INTRODUCE Ordinance 2023-02, Amending Article 11 and adding Article 14 to Chapter 4, Title 6 of the Fowler Municipal Code to implement a Water Shortage Contingency Plan.

### **EXECUTIVE SUMMARY**

This action will allow the City to implement a Water Shortage Contingency Plan as required by State law.

### **BACKGROUND**

Senate Bill 552 (2021) requires small water suppliers serving 1,000 to 2,999 service connections to have a Water Shortage Contingency Plan. This plan establishes requirements at the local level to help the City reduce the risk of inadequate water supply amid a water shortage event. Changes to the Fowler Municipal Code are necessary in order to allow for the implementation and enforcement of a Water Shortage Contingency Plan. If this Ordinance is brought to City Council for consideration for adoption, a Water Shortage Contingency Plan Resolution would be brought forward concurrently for consideration.

### **PUBLIC NOTICE**

A Public Hearing Notice was published in The Fresno Bee on June 9, 2023, which is at least ten (10) days prior to the public hearing.

## **ENVIRONMENTAL REVIEW**

The Project is statutorily exempt from CEQA pursuant to California Water Code §10652 because CEQA does not apply to the preparation and adoption of a water shortage contingency plan or to the implementation of the actions taken pursuant to such plans. Because this Project comprises of City of Fowler's water shortage contingency plan and involves its implementation, no CEQA review is required.

## **GENERAL PLAN CONSISTENCY**

This action is consistent with:

Policy SAF-2 Continue to implement the Fresno County Multi-Hazard Mitigation Plan to address disasters such as earthquakes, drought, flooding, hazardous material spills, water contamination, epidemics, fires, extreme weather, major transportation accidents, and terrorism.

Action Item SAF-2a Review and revise, as necessary, the Municipal Code to ensure effective organization, responsiveness, and continuity of government during declared emergencies.

## **FISCAL IMPACT**

Staff does not anticipate any direct fiscal impact due to this ordinance. If the Water Shortage Contingency Plan drought stage tiers are enacted, additional staff hours may be spent in communicating the drought stage tier requirements and subsequent code enforcement tasks.

## **CONFLICT OF INTEREST**

Staff is not aware of any conflicts of interest.

## **Attachments**

- Ordinance No. 2023-02

**ORDINANCE NO. 2023-02**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FOWLER AMENDING SECTIONS 6-4.1107 AND 6-4.1112 OF ARTICLE 11, OF CHAPTER 4, OF TITLE 6 AND TO ADD ARTICLE 14 TO CHAPTER 4, OF TITLE 6 OF THE FOWLER MUNICIPAL CODE, TO PROVIDE CLARIFYING LANGUAGE, AND TO PROVIDE ENFORCEMENT OF WATER CONTINGENCY PLANS; AND TO FIND THAT THIS ORDINANCE IS STATUTORILY EXEMPT FROM CEQA REVIEW PURSUANT TO WATER CODE SECTION 10652.**

**WHEREAS**, the state legislature passed Senate Bill 552 in 2021 which amended the California Water Code to include provisions requiring that certain water suppliers develop and maintain a Water Shortage Contingency Plan; and

**WHEREAS**, the City of Fowler wishes to amend language within Section 6-4.1107 and Section 6-4.1112, as well as to add Article 14 to Chapter 4, of Title 6 of the Fowler Municipal Code, to provide enforcement of Water Contingency Plans within the City of Fowler and to bring the City's water contingency plans into compliance with current state law requirements.

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

**SECTION 1.** Section 6-4.1107, of Article 11, of Chapter 4, of Title 6 of the Fowler Municipal Code is hereby amended to read as follows::

6-4.1107 – Wasting water – Water schedule.

- (a) Water Waste Prevention Standards. In the use of water supplied by the City, no customer shall do or permit any of the following:
- (1) Water any lawn except by the use of a hose held in the persons hand or a sprinkling device.
  - (2) Keep, maintain, operate, or use any water connection, hose, sprinklers, faucet, hydrant, pipe, outlet, or plumbing fixture which is not tight and free from leakage.
  - (3) Willfully or negligently waste water.
  - (4) Flood or sprinkle any part of the premises of another in a manner that causes property damage or deterioration.

- (5) Flood any street, drain, gutter, or property.
  - (6) Flood or sprinkle the premises of another so as to prevent the normal use thereof or unreasonably wet objects thereon which should not be subjected to a spray of water except as naturally caused by the elements or by action of the owner of the object.
  - (7) Sprinkle or irrigate any yard, ground, premise, or vegetation unless the watering device used is controlled by an automatic shut-off device, or a person is in immediate attendance, of the hose or watering device.
  - (8) Wash any privately owned motor vehicle, trailer, or boat except from a bucket or in a commercial car wash, provided a hose equipped with a shutoff nozzle may be used for a quick rinse.
  - (9) Wash or rinse with a hose or watering device any sidewalk, driveway, parking area, tennis court, patio, or any other exterior paved area, except in a manner which prevents the bulk of the runoff water from entering the street and instead diverts such water to the other productive purposes such as landscape irrigation.
- (b) Exception to Water Waste Standards. The prohibited uses of water provided for by this section are not applicable to the uses of water necessary for public health and safety or for essential government services such as police, fire, and other similar emergency services.
- (c) Lawn Sprinkler Systems. Lawn sprinkler systems shall be properly designed, installed, maintained, and operated to prevent wastage of water.
- (d) Watering Schedule. In addition to the requirements of subsections (a), (b) and (c) of this section, the following watering restrictions shall apply:

- (1) Summer Watering Schedule (3 days per week). Between June 1 and September 30, no watering shall occur on Mondays or between the hours of 9:00 a.m. and 6:00 p.m. on any day. The following watering schedule shall apply:
  - (i) Customers with odd-numbered street addresses, ending in 1, 3, 5, 7, or 9, are allowed to water on Tuesdays, Thursdays and Saturdays.
  - (ii) Customers with even-numbered street addresses, ending in 0, 2, 4, 6, or 8, are allowed to water on Wednesdays, Fridays and Sundays.
- (2) Winter, Spring, Fall Watering Schedule (2 days per week). Between October 1 and May 31, no watering shall occur on Mondays, Thursdays, or Fridays, but watering is allowed anytime of the day. The following watering schedule shall apply:
  - (i) Customers with odd-numbered street addresses, ending in 1, 3, 5, 7, or 9, are allowed to water on Tuesdays and Saturdays.
  - (ii) Customers with even-numbered street addresses, ending in 0, 2, 4, 6, or 8, are allowed to water on Wednesdays and Sundays.
- (3) Exceptions to Watering Schedule. Exemptions from the odd/even watering schedule requirements are available upon written request and approval by the Public Works Director, or his/her designee, and subject to such terms and conditions imposed by the Public Works Director, or his/her designee. Exemptions available from the odd/even watering schedule include but are not necessarily limited to any of the following:
  - (i) Any person owning or operating a commercial or business enterprise whose economic well-being is dependent upon irrigation of a lawn, grass or turf owned, leased or operated by it.



- (ii) Employees and agents of the City, in such instances wherein lawn, grass or turf used for play fields or areas owned and operated by the City require more frequent irrigation to prevent unreasonable damage thereto.
  - (iii) Owners and lessees (their employees and agents) of lands newly sodded or grass seeded which requires irrigation to prevent loss of new sod, seed or immature turf or grasses.
  - (iv) Owners and lessees (their employees and agents) of properties with multiple addresses or properties landscaped with areas of two (2) acres or larger. The owner(s) of such properties shall be required to submit a proposed watering schedule to the Water Department for approval, modification, or denial.
- (4) Definition. For purposes of this section, watering shall mean the watering of landscaping, the washing of sidewalks, driveways, and similar areas, the washing of privately owned motor vehicles, trailers, or boats, or any other watering for private purposes that are similar in nature and would ordinarily be expected to be restricted by this section.
- (e) Conditions of Service—Remedy for Violations. The provisions of this section are conditions of service. Each use of water by a customer that is inconsistent with the provisions of this section is an incident of water wastage. Where water wastage seriously effects the general service, the City may discontinue the service if such conditions are not corrected. In addition to discontinuing water services: (a) a customer may be responsible for payment of a water wastage fine approved by a resolution of the City Council; and (b) the City shall have the option of installing a water flow restrictor device for sixth and subsequent incidences of water wastage. The City shall provide the customer with written

notice of intent to install a flow restrictor a minimum of forty-eight (48) hours in advance of installation.

- (f) The customer shall be responsible for payment of the City's charges for installing and removing any flow restrictor device and for disconnection and reconnecting service. The charge for installing or removing any flow restrictor device must be paid to the City before the device is removed.
- (g) In accordance with the Water Shortage Contingency Plan the City Manager or his/her designee may enact the drought response stages. If enacted, the drought response stage requirements will supersede the requirements of subsection (d) of this section.

**SECTION 2.** Section 6-4.1112 of Article 11, of Chapter 4, of Title 6 of the Fowler Municipal Code is hereby amended to read as follows:

6-4.1112 – Drought and water shortage regulations.

Notwithstanding anything to the contrary in this article, and in addition to anything set forth in this article, during any declared State of Emergency by the State, or City or Federal government related to drought or potable water conditions ~~that mandate water conservation in the City, State or Federal regulations that mandate water conservation in the City, or during local water shortages,~~ the City Council may by resolution adopt additional water restrictions, including restrictions on the days and times of day for outdoor watering and mandatory water usage limits, and impose penalties on the customer for violations of those additional restrictions. The penalties shall be added to the customer's account. A violation of the additional restrictions shall also be deemed a violation of the Municipal Code.

**SECTION 3.** Article 14 is hereby added to Chapter 4, of Title 6 of the Fowler Municipal Code to read as follows:

Article 14. – Water Shortage Contingency Plan

6-4.1401 – Water Shortage Contingency Plan

The provisions of the most current Water Shortage Contingency Plan adopted by Resolution by the City Council, shall apply within the City of Fowler commencing on July 18, 2023. A copy of the most current version of the Water Shortage Contingency Plan shall be retained on file in the offices of the City Clerk and available on the City’s website at all times.

6-4.1402 - Enforcement.

A violation of the provisions of the Water Shortage Contingency Plan shall be deemed a violation of the Fowler Municipal Code subject to the same enforcement proceedings and penalties as any other violation of the Municipal Code.

**SECTION 4.** The City Council has determined that this ordinance is statutorily exempt from the California Environmental Quality Act (CEQA) pursuant to California Water Code section 10652, since this ordinance involves the preparation and adoption of water contingency plans.

**SECTION 5.** This Ordinance shall take effect thirty (30) days after its adoption.

**SECTION 6.** 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 June 20, 2023, and was adopted at a regular meeting of said Council held on \_\_\_\_\_, 2023, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

**APPROVED:**

\_\_\_\_\_  
Daniel Parra, Mayor

**ATTEST:**

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