



CITY COUNCIL MEETING

TUESDAY, SEPTEMBER 05, 2023 at 6:00 PM

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

AGENDA

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

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

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

<https://us06web.zoom.us/j/84906247900?pwd=aFkzcUJVRDdBMsxWTdoYStDdzJBUT09>

Telephone Number: (253) 215-8782
Meeting ID: 849 0624 7900
Passcode: 550010

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

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

Resolutions and Ordinances - With respect to the approval of resolutions and ordinances, the reading of the title thereto shall be deemed a motion to waive a reading of the complete resolution

or ordinance and unless there is a request by a Councilmember that the resolution or ordinance be read in full, further reading of the resolution or ordinance shall be deemed waived by unanimous consent of the Council.

1. MEETING CALLED TO ORDER

2. ROLL CALL

3. APPROVAL OF AGENDA

4. INVOCATION BY PASTOR WALLY ROBERTS OF ROSE OF SHARON CHURCH

5. PLEDGE OF ALLEGIANCE

6. CEREMONIAL PRESENTATIONS

A. Swearing in of Police Officer Lucila Martinez

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.

A. RATIFY Warrants for September 5, 2023

B. APPROVE Minutes of the August 15, 2023 City Council Meeting

C. ACCEPT Various Donations to the City for Employee Appreciation Dinner

D. Actions pertaining to positions authorized in the fiscal year 2023/24 budget, effective October 1, 2023:

APPROVE Resolution No. 2671 adopting the salary classification schedule to establish ranges for Fire Captain, Fire Engineer, Firefighter, and Crime Analyst, and to revise the ranges for Planning & Code Enforcement Technician I and Permit Technician.

APPROVE Position Authorization Resolution No. 2672 converting one Accounting Assistant to Accounting Technician, and converting one Records and Property Technician II to Crime Analyst.

- E. APPROVE Resolution No. 2673 Authorizing the City Manager to execute agreements with the United States Department of Transportation for the City of Fowler Reconnecting Communities and Neighborhoods (RCN) Grant Program
- F. Award CML 5173 (034) Fowler Avenue Sidewalks Project in the amount of \$115,700 to JT2, Inc. DBA Todd Companies.
- G. ADOPT Resolution No. 2674 approving the final map for Tract 6405 accepting on behalf of the public streets and easements as offered on the map in accordance with the terms of the dedications and authorize the City Manager to execute the Subdivision Agreement on behalf of the City.
- H. Actions pertaining to the water rate study and formation of citywide community facilities district:

APPROVE the Second Amendment to the Agreement with DTA Finance in the amount of \$14,307, for a total contract amount of \$90,947, and authorize the City Manager to execute the Second Amendment.

APPROVE Resolution No. 2676 adopting a budget amendment in the amount of \$14,307.

- I. ACTIONS pertaining to the design of the David T. Cardenas Senior Center and Police Headquarters:

APPROVE a First Amendment in the amount of \$150,632 to the agreement with Dewberry Architects, Inc., for a total amount of \$680,376.

APPROVE Budget Resolution No. 2677 in the amount of \$150,632.

- J. Donation request from Fowler Youth Football

- K. APPROVE donation request from Fowler Boy Scouts Troop 390 in the amount of \$1,000 for Fiscal Year 2023-24

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

Finance

- 10 A. APPROVE Resolution No. 2675 adopting an Investment Policy

10 B. Actions pertaining to banking services:

APPROVE a Memorandum of Understanding (MOU) with United Security Bank (USB) for banking services and authorize the City Manager to execute.

Direct the City Manager to execute a Waiver of Security to ensure all City deposits at USB are fully insured above the FDIC limit.

Direct the City Manager to regularly monitor interest rates to ensure the City is obtaining the best possible return from USB

Personnel

10 C. Provide staff direction regarding elected official medical care coverage

Planning

10 D. APPROVE a Disposition and Development Agreement between the City of Fowler and Bobby Aulakh for the property located at 119 South 6th Street (APN 343-172-09T) and authorize the City Manager to execute the Agreement.

10 E. Actions pertaining to Planning Project 23-13:

i) INTRODUCE ORDINANCE No. 2023-08, regarding Planning Project 23-13, proposing to Rezone the property located at the northwest corner of the intersection of North 4th Street and East Merced Street (Assessor's Parcel Numbers [APNs] 343-143-10 & 11) from R-1-7 (One Family Residential, 7,000 square foot lot minimum) to FBC (Form Based Code).

ii) FIND that the project qualifies as an infill project and is therefore exempt from further environmental review pursuant to Public Resources Code Section 21094.5 and California Environmental Quality Act (CEQA) Guidelines Section 15183.3.

Public Works

10 F. Water System Workshop

City Manager

10 G. Approve First Amendment to Police Chief Employment Agreement with Michael Reid

11. STAFF COMMUNICATIONS

12. COUNCILMEMBER REPORTS AND COMMENTS

13. CLOSED SESSION

Government Code Section 94956.9(d)(4)

Conference with Legal Counsel - Anticipated Litigation

Deciding whether to initiate litigation

Six potential cases

14. ADJOURN

Next Ordinance No. 2023-09

Next Resolution No. 2678

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, September 1, 2023.

*Angela Vasquez, CPMC
City Clerk*

CITY OF FOWLER
WARRANTS LIST
September 5, 2023

<u>ACCOUNTS PAYABLE CHECKS</u>	<u>CHECK NUMBERS</u>	<u>CHECK DATES</u>	<u>AMOUNT</u>
Regular checks	41698 - 41779	August 16 thru August 31	\$ 312,868.10
TOTAL ACCOUNTS PAYABLE CHECKS			<u>\$ 312,868.10</u>
<u>PAYROLL COSTS</u>			
First August Bi-Monthly Payroll		August 15, 2023	\$ 108,188.54
Second August Bi-Monthly Payroll		August 31, 2023	\$ 111,717.48
TOTAL PAYROLL COSTS			<u>\$ 219,906.02</u>
TOTAL CASH DISBURSEMENTS			<u><u>\$ 532,774.12</u></u>

NOTE:**Check #41712****Void Check**

SUPERION
DATE: 08/30/2023
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CITY OF FOWLER
CHECK REGISTER - DISBURSEMENT FUND

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Section 8 A.

SELECTION CRITERIA: transact.check_no between '41698' and '41779'
ACCOUNTING PERIOD: 2/24

FUND - 100 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DEPT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1001	41698	08/16/23	11689	A & C TIRE SERVICE	6200	SERVICE F150 - PW	0.00	84.48
1001	41698	08/16/23	11689	A & C TIRE SERVICE	6200	TIRE SERVICE - PW	0.00	60.00
TOTAL	CHECK						0.00	144.48
1001	41699	08/16/23	10007	ALERT-O-LITE, INC	6200	SUPPLIES - STREETS	0.00	1,161.51
1001	41699	08/16/23	10007	ALERT-O-LITE, INC	6200	SUPPLIES - STREETS	0.00	481.08
1001	41699	08/16/23	10007	ALERT-O-LITE, INC	6200	UNIFORM - MOTA	0.00	37.91
TOTAL	CHECK						0.00	1,680.50
1001	41700	08/16/23	10007	ALERT-O-LITE, INC	6200	SUPPLIES - STREETS	0.00	6,095.78
1001	41701	08/16/23	14519	AMAZON CAPITAL SERVICES	6260	SUPPLIES - PW	0.00	842.00
1001	41701	08/16/23	14519	AMAZON CAPITAL SERVICES	6260	CREDIT - PW	0.00	-608.40
TOTAL	CHECK						0.00	233.60
1001	41702	08/16/23	14557	ARC ALTERNATIVES	7300	SOLAR PROJECT	0.00	751.00
1001	41703	08/16/23	12285	ATT	6170	AT&T INTERSTATE AUG23	0.00	1,105.36
1001	41704	08/16/23	10026	BCT CONSULTING	6170	HELP SERVICE JUL23	0.00	1,500.00
1001	41705	08/16/23	10024	BSK ASSOCIATES	5000	WATER TEST	0.00	145.00
1001	41706	08/16/23	10025	BUFORD OIL COMPANY	6120	CFN LEADFREE	0.00	130.04
1001	41707	08/16/23	14053	CENTRAL VALLEY GUNS	6120	GUN CLEANING	0.00	173.98
1001	41708	08/16/23	12654	COMCAST	6170	COMCAST VOICE AUG23	0.00	51.28
1001	41709	08/16/23	10104	FPOA	100	EMP DED 08/15/23	0.00	200.00
1001	41710	08/16/23	10124	FRESNO SHERIFF BUS OFFIC	6120	DISPATCHING SVC AUG23	0.00	9,329.08
1001	41711	08/16/23	10141	H & H TIRE SERVICES #3,	6120	TIRE SERVICE	0.00	120.00
1001	41712	08/16/23	10965	LAFCO	6010	2023-24 LAFCO	0.00	-5,255.68
1001	41712	08/16/23	10965	LAFCO	6010	2023-24 LAFCO	0.00	5,255.68
TOTAL	CHECK						0.00	0.00
1001	41713	08/16/23	13981	LEIST AND ASSOCIATES	6120	IA 230004	0.00	5,747.20
1001	41714	08/16/23	14745	MCCLATCHY COMPANY LLC	6150	ORD 2023-02 ADOPT	0.00	419.56
1001	41714	08/16/23	14745	MCCLATCHY COMPANY LLC	6150	LMD RESO 2659	0.00	1,323.76
TOTAL	CHECK						0.00	1,743.32
1001	41715	08/16/23	10201	METRO UNIFORM & ACCESSOR	6120	UNIFORM - MARTINEZ	0.00	944.53
1001	41716	08/16/23	14428	NAVIA BENEFIT SOLUTIONS	6020	COBRA - JUL23	0.00	36.45
1001	41717	08/16/23	14899	P G & E	100	PM #35391167 OVERPMT	0.00	325.50
1001	41718	08/16/23	12384	PITNEY BOWES GLOBAL FINA	6020	LEASE JUN23	0.00	113.66

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CITY OF FOWLER
CHECK REGISTER - DISBURSEMENT FUND

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Section 8 A.

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FUND - 100 - GENERAL FUND									
CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DEPT	-----DESCRIPTION-----	SALES TAX	AMOUNT	
1001	41718	08/16/23	12384	PITNEY BOWES GLOBAL FINA	100	LEASE JUL-AUG23	0.00	227.32	
TOTAL	CHECK						0.00	340.98	
1001	41719	08/16/23	10248	QUALITY PLUMBING	6700	PLUMBING SERVICES	0.00	350.00	
1001	41720	08/16/23	10249	QUILL	6020	SUPPLIES - ADMIN	0.00	87.80	
1001	41721	08/16/23	10251	R & R AUTO REPAIR SHOP	6120	OIL CHANGE	0.00	89.72	
1001	41722	08/16/23	14897	STAHLMAN, ADAM	500	UB REFUND	0.00	4.04	
1001	41723	08/16/23	10303	SWANSON-FAHRNEY FORD	6120	OIL CHANGE	0.00	93.19	
1001	41724	08/16/23	14144	TREVINO, ANDREW	6400	BAND IN THE PARK	0.00	900.00	
1001	41725	08/16/23	13543	UNIFIRST CORPORATION	6700	JANITORIAL	0.00	62.59	
1001	41728	08/17/23	14894	JIM MANNING DODGE, INC	5000	NEW 2023 RAM 1500 REGU	0.00	38,262.56	
1001	41729	08/17/23	14894	JIM MANNING DODGE, INC	5000	NEW 2023 DODGE RAM 150	0.00	40,237.18	
1001	41730	08/23/23	14813	24/7 PET VET	6270	ANIMAL CARE	0.00	231.30	
1001	41731	08/23/23	14900	ADANALIAN PROPERTY MANAG	500	UB REFUND	0.00	49.63	
1001	41732	08/23/23	10007	ALERT-O-LITE, INC	6200	SUPPLIES - STREETS	0.00	504.50	
1001	41732	08/23/23	10007	ALERT-O-LITE, INC	6200	SUPPLIES - STREETS	0.00	912.39	
TOTAL	CHECK						0.00	1,416.89	
1001	41733	08/23/23	14902	ALEXIS FABIAN	100	BL REFUND	0.00	44.00	
1001	41734	08/23/23	10026	BCT CONSULTING	6170	HELP SERVICE 8/18/23	0.00	1,500.00	
1001	41735	08/23/23	10024	BSK ASSOCIATES	5000	WATER TESTING	0.00	100.00	
1001	41735	08/23/23	10024	BSK ASSOCIATES	5000	WATER TEST	0.00	199.00	
1001	41735	08/23/23	10024	BSK ASSOCIATES	5000	WATER TEST	0.00	370.00	
1001	41735	08/23/23	10024	BSK ASSOCIATES	5000	WATER TESTING	0.00	820.00	
TOTAL	CHECK						0.00	1,489.00	
1001	41736	08/23/23	14904	BUDDY LEWIS	6400	BAND - WNAP	0.00	700.00	
1001	41737	08/23/23	10506	CALMAT CO DBA VULCAN MAT	6200	ASPHALT REPAIR	0.00	300.92	
1001	41738	08/23/23	14901	CARRASCO, MARIA	500	UB REFUND	0.00	89.50	
1001	41739	08/23/23	14702	DAVE'S AUTO SERVICE	6200	SERVICE F350	0.00	1,256.93	
1001	41740	08/23/23	10488	FOWLER UNIFIED SCHOOL DI	2040	23-24 CONTRIBUTION	0.00	25,000.00	
1001	41741	08/23/23	10376	GARY V BUFKIN COMPUTER C	6160	CONSULTING SERVICES	0.00	5,000.00	
1001	41742	08/23/23	14238	INFOSEND, INC	5000	UB MAINT JUL23	0.00	565.60	

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CITY OF FOWLER
CHECK REGISTER - DISBURSEMENT FUND

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Section 8 A.

SELECTION CRITERIA: transact.check_no between '41698' and '41779'
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FUND - 100 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DEPT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1001	41742	08/23/23	14238	INFOSEND, INC	5000	UB BILLING 07/31/23	0.00	1,254.10
TOTAL CHECK							0.00	1,819.70
1001	41743	08/23/23	14111	KIMBALL MIDWEST	6200	SUPPLIES - STREETS	0.00	255.01
1001	41744	08/23/23	10965	LAFCO	6150	23-24 LAFCO	0.00	5,255.68
1001	41745	08/23/23	12911	MARGO MONTOYA DBA FORCE	6400	BAND - WNAP	0.00	700.00
1001	41746	08/23/23	10237	P G & E - SACRAMENTO	6080	128 S. 5TH 8/3/23	0.00	2.58
1001	41746	08/23/23	10237	P G & E - SACRAMENTO	6200	5TH/FRESNO 8/3/23	0.00	7.90
1001	41746	08/23/23	10237	P G & E - SACRAMENTO	6200	MERCED/7TH 8/3/23	0.00	10.51
1001	41746	08/23/23	10237	P G & E - SACRAMENTO	6200	MERCED/6TH 8/3/23	0.00	10.51
1001	41746	08/23/23	10237	P G & E - SACRAMENTO	6200	1291 W. SOUTH 8/2/23	0.00	10.51
1001	41746	08/23/23	10237	P G & E - SACRAMENTO	6200	127 S 6TH 8/3/23	0.00	10.51
1001	41746	08/23/23	10237	P G & E - SACRAMENTO	6200	5TH/FRESNO 8/3/23	0.00	11.96
1001	41746	08/23/23	10237	P G & E - SACRAMENTO	6200	WALTER/FRES 8/15/23	0.00	14.06
1001	41746	08/23/23	10237	P G & E - SACRAMENTO	6080	128 S 5TH 8/3/23	0.00	16.67
1001	41746	08/23/23	10237	P G & E - SACRAMENTO	6200	7TH/TULARE 8/3/23	0.00	26.36
1001	41746	08/23/23	10237	P G & E - SACRAMENTO	6700	420 E. MERCED 8/3/23	0.00	31.20
1001	41746	08/23/23	10237	P G & E - SACRAMENTO	6200	420 E. MERCED 8/3/23	0.00	35.28
1001	41746	08/23/23	10237	P G & E - SACRAMENTO	6200	TRACT 5834 8/15/23	0.00	52.77
1001	41746	08/23/23	10237	P G & E - SACRAMENTO	6200	2831 E MANN 8/3/23	0.00	84.87
1001	41746	08/23/23	10237	P G & E - SACRAMENTO	6200	212 E. MERCED 8/3/23	0.00	89.20
1001	41746	08/23/23	10237	P G & E - SACRAMENTO	6200	GLDNST B 8/3/23	0.00	94.56
1001	41746	08/23/23	10237	P G & E - SACRAMENTO	6200	TRACT 5212 8/15/23	0.00	110.81
1001	41746	08/23/23	10237	P G & E - SACRAMENTO	6200	4218 GLDNSTAT 8/3/23	0.00	112.39
1001	41746	08/23/23	10237	P G & E - SACRAMENTO	6200	ADAMS/TEMP 8/15/23	0.00	173.23
1001	41746	08/23/23	10237	P G & E - SACRAMENTO	6200	SOUTH & SUNNY 8/15/23	0.00	181.28
1001	41746	08/23/23	10237	P G & E - SACRAMENTO	6260	9TH/MERCED 8/3/23	0.00	243.74
1001	41746	08/23/23	10237	P G & E - SACRAMENTO	6260	500 E. MERCED 8/3/23	0.00	328.56
1001	41746	08/23/23	10237	P G & E - SACRAMENTO	5000	TEMP/GOLDN 8/3/23	0.00	822.76
1001	41746	08/23/23	10237	P G & E - SACRAMENTO	6200	LOAN PROG 8/3/23	0.00	941.28
1001	41746	08/23/23	10237	P G & E - SACRAMENTO	6200	5TH/FRESNO 8/3/23	0.00	1,095.37
1001	41746	08/23/23	10237	P G & E - SACRAMENTO	6700	420 E MERCED 8/3/23	0.00	1,963.74
1001	41746	08/23/23	10237	P G & E - SACRAMENTO	5000	ADAMS/5TH 8/3/23	0.00	2,087.16
1001	41746	08/23/23	10237	P G & E - SACRAMENTO	6080	MAIN/5TH 8/3/23	0.00	3,688.48
1001	41746	08/23/23	10237	P G & E - SACRAMENTO	5000	95 E. ADAMS 8/3/23	0.00	7,895.13
1001	41746	08/23/23	10237	P G & E - SACRAMENTO	5000	SESWNW 8/3/23	0.00	16,672.61
TOTAL CHECK							0.00	36,825.99
1001	41747	08/23/23	11880	RJ BERRY JR INC	6260	TRACTOR RENTAL PARKS	0.00	200.00
1001	41747	08/23/23	11880	RJ BERRY JR INC	6200	TRACTOR RENTAL STREET	0.00	200.00
TOTAL CHECK							0.00	400.00
1001	41748	08/23/23	14903	RJ HILL C/O ADANALIAN PR	500	UB REFUND	0.00	81.09
1001	41749	08/23/23	10518	SIGNMAX!	6200	SUPPLIES STREETS	0.00	593.49
1001	41749	08/23/23	10518	SIGNMAX!	6200	SUPPLIES - STREETS	0.00	1,446.75
TOTAL CHECK							0.00	2,040.24
1001	41750	08/23/23	13355	SITE ONE LANDSCAPE SUPPL	6200	SUPPLIES - STREETS	0.00	316.28

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CITY OF FOWLER
CHECK REGISTER - DISBURSEMENT FUND

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Section 8 A.

SELECTION CRITERIA: transact.check_no between '41698' and '41779'
ACCOUNTING PERIOD: 2/24

FUND - 100 - GENERAL FUND

CASH	ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DEPT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1001		41751	08/23/23	14358	SPARKLETTS	6020	WATER SERVICE AUG23	0.00	176.65
1001		41751	08/23/23	14358	SPARKLETTS	6120	WATER SERVICE AUG23	0.00	176.65
1001		41751	08/23/23	14358	SPARKLETTS	6020	WATER SERVICE MAY23	0.00	134.43
1001		41751	08/23/23	14358	SPARKLETTS	6120	WATER SERVICE MAY23	0.00	134.43
1001		41751	08/23/23	14358	SPARKLETTS	6120	WATER SERVICE MAY23	0.00	136.11
1001		41751	08/23/23	14358	SPARKLETTS	6020	WATER SERVICE MAY23	0.00	136.12
TOTAL	CHECK							0.00	894.39
1001		41752	08/23/23	14145	SUPERION, LLC.	100	MAINT FEE 07/01-10/31	0.00	4,444.29
1001		41752	08/23/23	14145	SUPERION, LLC.	500	MAINT FEE 07/01-10/31	0.00	4,444.30
1001		41752	08/23/23	14145	SUPERION, LLC.	6030	MAINT FEE 11/1-06/30	0.00	13,332.89
1001		41752	08/23/23	14145	SUPERION, LLC.	5000	MAINT FEE 11/1-06/30	0.00	13,332.89
TOTAL	CHECK							0.00	35,554.37
1001		41753	08/23/23	10325	TULARE COUNTY JAIL INDUS	6120	PLAQUES	0.00	32.86
1001		41753	08/23/23	10325	TULARE COUNTY JAIL INDUS	6200	PLAQUES	0.00	65.73
TOTAL	CHECK							0.00	98.59
1001		41754	08/23/23	13543	UNIFIRST CORPORATION	6020	MATS/MOPS - ADMIN	0.00	52.54
1001		41754	08/23/23	13543	UNIFIRST CORPORATION	6700	JANITORIAL	0.00	60.07
1001		41754	08/23/23	13543	UNIFIRST CORPORATION	6700	JANITORIAL	0.00	67.20
1001		41754	08/23/23	13543	UNIFIRST CORPORATION	6200	UNIFORMS - PW	0.00	105.53
1001		41754	08/23/23	13543	UNIFIRST CORPORATION	5000	UNIFORMS - WATER	0.00	105.54
TOTAL	CHECK							0.00	390.88
1001		41755	08/23/23	14290	XEROX FINANCIAL SERVICES	6170	LEASE AUG23	0.00	1,515.43
1001		41756	08/30/23	10995	ADT SECURITY SERVICES	6700	SECURITY SYSTEM	0.00	174.61
1001		41757	08/30/23	14519	AMAZON CAPITAL SERVICES	6200	OFFICE SUPPLIES - PW	0.00	18.08
1001		41757	08/30/23	14519	AMAZON CAPITAL SERVICES	6150	SUPPLIES - PLANNING	0.00	43.58
1001		41757	08/30/23	14519	AMAZON CAPITAL SERVICES	6020	EAD SUPPLIES	0.00	112.94
TOTAL	CHECK							0.00	174.60
1001		41758	08/30/23	10549	AT&T MOBILITY	6170	FIRSTNET PD JUL23	0.00	887.00
1001		41759	08/30/23	12489	BATTERY SYSTEMS INC	6120	BATTERY - UNIT 10	0.00	177.28
1001		41760	08/30/23	11971	CALPERS	6080	CALPERS RBF	0.00	49.02
1001		41761	08/30/23	12654	COMCAST	6170	ETHERNET SVC JUL23	0.00	698.05
1001		41762	08/30/23	14905	CREEK MANUFACTURING LLC	6200	UNIFORMS - STREETS	0.00	1,274.72
1001		41762	08/30/23	14905	CREEK MANUFACTURING LLC	6200	UNIFORMS - STREETS	0.00	738.68
1001		41762	08/30/23	14905	CREEK MANUFACTURING LLC	6200	UNIFORMS - STREETS	0.00	784.44
TOTAL	CHECK							0.00	2,797.84
1001		41763	08/30/23	14512	CSG CONSULTANTS	6160	PLAN CHECK	0.00	1,826.34
1001		41764	08/30/23	11282	DAWSON MAULDIN CONSTRUCT	500	HYDRANT REFUND	0.00	1,975.76

SUPERION
DATE: 08/30/2023
TIME: 19:46:42

CITY OF FOWLER
CHECK REGISTER - DISBURSEMENT FUND

PAGE NUMBER: 5
ACCTPA21

Section 8 A.

SELECTION CRITERIA: transact.check_no between '41698' and '41779'
ACCOUNTING PERIOD: 2/24

FUND - 100 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DEPT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1001	41765	08/30/23	10488	FOWLER UNIFIED SCHOOL DI	6120	FUEL JAN23	0.00	2,111.85
1001	41766	08/30/23	10071	FRESNO COUNTY TREASURER	6120	PARKING FEE JUL23	0.00	11.00
1001	41767	08/30/23	10141	H & H TIRE SERVICES #3,	6120	TIRE SERVICE #25	0.00	130.00
1001	41768	08/30/23	14641	KINGS MEDICAL CENTER, IN	6120	MEDICAL EXAMS	0.00	613.52
1001	41769	08/30/23	13981	LEIST AND ASSOCIATES	6120	IA 230003	0.00	4,344.00
1001	41770	08/30/23	10194	LOZANO SMITH	6060	LEGAL SERVICE JULY23	0.00	112.50
1001	41770	08/30/23	10194	LOZANO SMITH	6060	LEGAL SERVICE JULY23	0.00	156.75
1001	41770	08/30/23	10194	LOZANO SMITH	6060	LEGAL SERVICE JULY23	0.00	157.50
1001	41770	08/30/23	10194	LOZANO SMITH	6060	LEGAL SERVICE JULY23	0.00	270.00
1001	41770	08/30/23	10194	LOZANO SMITH	6060	LEGAL SERVICE JULY23	0.00	653.00
1001	41770	08/30/23	10194	LOZANO SMITH	6060	LEGAL SERVICE JULY23	0.00	701.20
1001	41770	08/30/23	10194	LOZANO SMITH	6060	LEGAL SERVICE JULY23	0.00	1,156.00
1001	41770	08/30/23	10194	LOZANO SMITH	6060	LEGAL SERVICE JULY23	0.00	1,957.50
1001	41770	08/30/23	10194	LOZANO SMITH	6060	LEGAL SERVICE JULY23	0.00	2,493.50
1001	41770	08/30/23	10194	LOZANO SMITH	6060	LEGAL SERVICE JULY23	0.00	3,675.50
TOTAL CHECK							0.00	11,333.45
1001	41771	08/30/23	14906	PLANETBIDS INC	6030	PB SYSTEM	0.00	3,975.00
1001	41772	08/30/23	10249	QUILL	6020	OFFICE SUPP - ADMIN	0.00	33.42
1001	41773	08/30/23	10303	SWANSON-FAHRNEY FORD	6120	OIL CHANGE #25	0.00	93.58
1001	41774	08/30/23	14007	TIRE HUB	6120	TIRES - PD	0.00	822.63
1001	41775	08/30/23	13521	UNITY IT	6170	SERVICE PD	0.00	39.99
1001	41775	08/30/23	13521	UNITY IT	6170	SERVICE PD JUL23	0.00	39.99
1001	41775	08/30/23	13521	UNITY IT	6170	COMPUTER HARDWARE- PD	0.00	596.13
TOTAL CHECK							0.00	676.11
1001	41776	08/30/23	10725	VERIZON WIRELESS	6170	CELL PHONE 7/20-8/19	0.00	97.18
1001	41776	08/30/23	10725	VERIZON WIRELESS	6170	CELL PHONE 7/20-8/19	0.00	346.16
TOTAL CHECK							0.00	443.34
TOTAL CASH ACCOUNT							0.00	267,459.38
TOTAL FUND							0.00	267,459.38

SUPERION
DATE: 08/30/2023
TIME: 19:46:42

CITY OF FOWLER
CHECK REGISTER - DISBURSEMENT FUND

PAGE NUMBER: 6
ACCTPA21

Section 8 A.

SELECTION CRITERIA: transact.check_no between '41698' and '41779'
ACCOUNTING PERIOD: 2/24

FUND - 201 - DISTRICT SALES TAX

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DEPT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1001	41726	08/16/23	14898	ANGEL ARMOR, LLC	2010	BALLISTIC VEST	0.00	1,540.01
1001	41777	08/30/23	14560	PRINT THEORY	2010	SUPPLIES - PD	0.00	831.00
TOTAL CASH ACCOUNT							0.00	2,371.01
TOTAL FUND							0.00	2,371.01

SUPERION
DATE: 08/30/2023
TIME: 19:46:42

CITY OF FOWLER
CHECK REGISTER - DISBURSEMENT FUND

PAGE NUMBER: 7
ACCTPA21

Section 8 A.

SELECTION CRITERIA: transact.check_no between '41698' and '41779'
ACCOUNTING PERIOD: 2/24

FUND - 212 - ARPA FUNDING

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DEPT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1001	41727	08/16/23	14433	PRICE PAIGE & COMPANY CP	2120	AUDIT SUPPORT 22-23	0.00	8,237.00
1001	41778	08/30/23	14634	DEWBERRY ARCHITECTS INC	2120	WATER TOWER	0.00	14,021.82
TOTAL CASH ACCOUNT							0.00	22,258.82
TOTAL FUND							0.00	22,258.82

SUPERION
DATE: 08/30/2023
TIME: 19:46:42

CITY OF FOWLER
CHECK REGISTER - DISBURSEMENT FUND

PAGE NUMBER: 8
ACCTPA21

Section 8 A.

SELECTION CRITERIA: transact.check_no between '41698' and '41779'
ACCOUNTING PERIOD: 2/24

FUND - 236 - ACTIVE TRNSPORT PLN (ATP)

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DEPT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1001	41779	08/30/23	12060	PETERS ENGINEERING GROUP	2360	GLDN STATE BIKE-PH1	0.00	3,278.89
1001	41779	08/30/23	12060	PETERS ENGINEERING GROUP	2360	GLDN STATE BIKE-PH2	0.00	17,500.00
TOTAL CHECK							0.00	20,778.89
TOTAL CASH ACCOUNT							0.00	20,778.89
TOTAL FUND							0.00	20,778.89
TOTAL REPORT							0.00	312,868.10



CITY COUNCIL MEETING

TUESDAY, AUGUST 15, 2023 at 6:00 PM

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

MINUTES

1. MEETING CALLED TO ORDER

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

2. ROLL CALL

PRESENT:

Daniel Parra
Juan Mejia
Amarjeet Gill
Karnig Kazarian

ABSENT:

Leonard Hammer

CITY STAFF PRESENT:

City Manager Tucker, City Attorney Cross, Assistant City Manager Gaffery, Recreation Supervisor Hernandez, Finance Director Moreno, City Engineer Park, Police Chief Reid, City Clerk Vasquez

3. APPROVAL OF AGENDA

Change to Agenda:

Invocation lead by Pastor Raul Moreno of Fowler Baptist Church

6. PUBLIC COMMENT

One member of the public spoke.

7. CONSENT CALENDAR

Motion made by Mejia, Seconded by Gill.
Voting Yea: Parra, Kazarian

8. CONTESTED CONSENT CALENDAR

No items were pulled from the consent calendar.

9. STAFF COMMUNICATIONS

Updates were given by Finance Director Moreno, City Clerk Vasquez, and Assistant City Manager Gaffery.

10. COUNCILMEMBER REPORTS AND COMMENTS

Updates were given by Councilmember Kazarian and Mayor Pro-Tem Mejia.

11. CLOSED SESSION

No action was taken on the closed session item.

12. ADJOURN

Having no further business, the meeting adjourned at 6:43 p.m.



CITY COUNCIL MEETING

REPORT TO THE CITY COUNCIL

DATE: September 5, 2023

FROM: MARGARITA MORENO, Finance Director

SUBJECT: ACCEPT Various Donations to the City for Employee Appreciation Dinner

EXECUTIVE SUMMARY

Staff recommend the City Council accept donations from various companies.

BACKGROUND

Per Resolution 1881, donations to the City of \$500 or more shall be approved by the City Manager, and then presented to the City Council for acceptance.

Several donations were received to date for the Employees Appreciation Dinner. Donations received that were over \$500 are as follow:

- Waste Management: \$2,500 cash donation and \$500 in gift cards and door prizes for a total amount of \$3,000;
- HealthWise Services: various door prizes with a total value amount of \$525;
- Valley Shredding LLC: two \$250 gift cards for door prizes for a total amount of \$500; and
- Worship Centre: various door prizes with a value of over \$500.
- XOBEE: \$500 cash donation.

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 not associated with a General Plan goal, policy, or action item.

FISCAL IMPACT

Acceptance of these various donations will help offset the City's cost associated with the employee appreciation dinner.

CONFLICT OF INTEREST

Staff is not aware of any conflicts of interest.

Attachments

- None



CITY COUNCIL MEETING

REPORT TO THE CITY COUNCIL

DATE: September 5, 2023

FROM: ANGELA VASQUEZ, City Clerk / Human Resources Officer

SUBJECT: Actions pertaining to positions authorized in the fiscal year 2023/24 budget, effective October 1, 2023:

- i. APPROVE Resolution No. 2671 adopting the salary classification schedule to establish ranges for Fire Captain, Fire Engineer, Firefighter, and Crime Analyst, and to revise the ranges for Planning & Code Enforcement Technician I and Permit Technician.
- ii. APPROVE Position Authorization Resolution No. 2672 converting one Accounting Assistant to Accounting Technician, and converting one Records and Property Technician II to Crime Analyst.

EXECUTIVE SUMMARY

The above action creates four new salary classifications (Fire Captain, Fire Engineer, Firefighter, and Crime Analyst), adjusts the salary ranges of two classifications (Planning & Code Enforcement Technician I and Permit Technician), and converts two positions (Accounting Assistant to Accounting Technician, and Records and Property Technician II to Crime Analyst). The action results in no new full-time positions.

BACKGROUND

The classification and compensation study conducted by Koff & Associates (C&C Study) was completed in August 2021. During the time of the C&C Study and shortly thereafter, the post-COVID labor market continued to adjust. Compensation changes have occurred not only in the benchmark cities identified in the C&C Study, but also in other cities and market segments where the City competes for candidates. In addition, although the benchmark cities reflect a similar size and scope as Fowler, they do not accurately reflect the geography of applicant pools for recent recruitments. Staff continue to review the C&C Study against benchmark city and other local compensation data and anticipate proposing additional changes in the future.

Fire Series

Consistent with Council direction, staff have created job specifications for a Fire Captain, Fire Engineer, and Firefighter. Adding these items to the adopted salary schedule is an important step for forecasting and planning to stand up a City-operated professional fire department when ongoing revenues are sufficient to do so.

Records and Property Technician II to Crime Analyst

The Records and Property Technician II was created as a part of the C&C Study. In May 2023, City Council approved a full-time Community Service Officer (CSO) position. That position has absorbed some property and evidence functions that better align with the typical duties of a CSO. This has allowed for much-needed redundancy in Police Department non-sworn functions and also capacity for the City to begin undertaking proactive crime analysis for the first time. Crime Analyst duties typically include mapping calls for service, identifying and understanding trends, and developing predictive tools. A full-time Crime Analyst will allow the Police Department to conduct investigations more effectively, resulting in additional apprehensions, to deploy resources more efficiently, resulting in better service; to address trends more quickly, resulting in a safer community.

Accounting Assistant to Accounting Technician

The accounting series is made up of the Accounting Assistant, Accounting Technician, and Accountant positions. With this action, one full-time Accounting Assistant position would be reclassified to an Accounting Technician position. This will allow for the transition of audit preparation work from consultants to City staff, create training and growth opportunities within the accounting classification series, and create capacity for the Accountant position to perform more analytical and higher-level work. Staff would then also recruit an hourly, part-time, non-benefited Accounting Assistant position to provide backup support for basic customer contact and utility billing functions.

Planning and Code Enforcement Technician

The Code Enforcement Officer I has been vacant since June 2022. After an unsuccessful search in summer 2022, the position was reclassified to Planning and Code Enforcement Technician in January 2023. Staff extended a job offer to one finalist who ultimately took a position elsewhere. Since the completion of the C&C Study, other cities have adjusted their salary ranges for similar positions and the City of Fowler is no longer competitive in the job market for qualified candidates.

Permit Technician

The Permit Technician was created as a part of the C&C Study. The position provides a wide range of diverse and uniquely complex duties in support of building, current planning, planning commission, and administrative support functions. Since the completion of the C&C Study, staff have reviewed the scope of duties of the Permit Technician and determined the classification is more appropriately compensated, based on required skills and diversity and complexity of duties, at the same range as the Accounting Technician and Administrative Assistant classifications.

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 CONSISTENCYGoal ED-4

Fowler maintains a supportive business climate that helps attract and retain new and existing businesses.

Goal PF-1

Fowler provides reliable public facilities, utilities, and community services that meet the needs of the existing community and planned growth.

Policy PF-14

Maintain staffing levels of City emergency service departments, including fire and police.

Policy PF-15

Incorporate new technologies and analytical tools into policing strategies to ensure efficiency of labor force.

FISCAL IMPACT

The fiscal impact of this action is estimated to be approximately \$5,000. The estimated amount can be absorbed in the current adopted Fiscal Year 2023/24 budget if these positions are filled during the fiscal year.

CONFLICT OF INTEREST

Staff is not aware of any conflicts of interest.

Attachments

- Resolution No. 2671 and Exhibit A – Salary Classification Schedule
- Resolution No. 2672 and Exhibit A – Position Authorization Resolution

RESOLUTION NO. 2671**A RESOLUTION OF THE COUNCIL OF THE CITY OF FOWLER
ADOPTING SALARY CLASSIFICATION SCHEDULE FOR ALL EMPLOYEES**

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

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

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

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

PASSED, APPROVED AND ADOPTED this 5th day of September 2023, at a regular meeting of the Fowler City Council by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

APPROVED:

Daniel T. Parra, Mayor

ATTEST:

Angela Vasquez, City Clerk

EXHIBIT A

Section 8 D.

SALARY CLASSIFICATIONS & CORRESPONDING STEPS PER POSITION

FISCAL YEAR 2023-2024

FULL TIME POSITION/CLASSIFICATION TITLE	MONTHLY PAY				
	STEP A	STEP B	STEP C	STEP D	STEP E
CITY MANAGER (by contract)	-	-	-	-	16,527
ASSISTANT CITY MANAGER	9,945	10,443	10,964	11,513	12,088
CITY CLERK	5,921	6,218	6,528	6,854	7,198
DEPUTY CITY CLERK/HUMAN RESOURCE OFFICER	5,364	5,632	5,914	6,209	6,520
ACCOUNTANT	4,513	4,739	4,975	5,224	5,485
ACCOUNTING ASSISTANT	3,356	3,523	3,699	3,885	4,078
ACCOUNTING TECHNICIAN	3,703	3,889	4,084	4,288	4,502
ADMINISTRATIVE ASSISTANT	3,703	3,889	4,084	4,288	4,502
BUILDING INSPECTOR I	3,703	3,889	4,084	4,288	4,502
BUILDING INSPECTOR II	4,296	4,510	4,736	4,972	5,221
BUILDING OFFICIAL	5,777	6,066	6,368	6,687	7,021
CODE ENFORCEMENT OFFICER I	3,194	3,354	3,521	3,697	3,882
CODE ENFORCEMENT OFFICER II	3,703	3,889	4,084	4,288	4,502
PLANNING & CODE ENFORCEMENT TECHNICIAN I	3,796	3,986	4,186	4,395	4,615
COMMUNITY AND ECONOMIC DEVELOPMENT DIRECTOR	8,162	8,570	8,998	9,448	9,921
FINANCE DIRECTOR	8,790	9,229	9,690	10,175	10,685
FIRE CHIEF	8,575	9,005	9,455	9,927	10,423
FIRE CAPTAIN	6,699	7,035	7,386	7,755	8,143
FIRE ENGINEER	4,860	5,102	5,358	5,626	5,907
FIREFIGHTER	4,626	4,856	5,099	5,355	5,622
MAINTENANCE ASSISTANT	3,040	3,192	3,352	3,519	3,695
MAINTENANCE WORKER	3,525	3,701	3,887	4,081	4,286
SENIOR MAINTENANCE WORKER	3,891	4,086	4,291	4,505	4,730
LEAD MAINTENANCE WORKER	5,106	5,361	5,629	5,910	6,206
PERMIT TECHNICIAN	3,703	3,889	4,084	4,288	4,502
POLICE CHIEF (by contract)	-	-	-	-	12,300
POLICE CORPORAL I	5,498	5,773	6,062	6,365	6,683
POLICE LIEUTENANT I	7,039	7,390	7,759	8,148	8,555
POLICE OFFICER I	4,742	4,978	5,228	5,489	5,763
POLICE OFFICER + 2% POST - INTERMEDIATE	4,837	5,078	5,332	5,599	5,877
POLICE OFFICER + 5% POST - ADVANCED	4,978	5,228	5,489	5,764	6,051
POLICE SERGEANT I	6,069	6,372	6,691	7,025	7,377
POLICE SERGEANT + 2% POST - INTERMEDIATE	6,190	6,500	6,825	7,166	7,525
POLICE SERGEANT + 5% POST - ADVANCED	6,372	6,691	7,025	7,377	7,746
PUBLIC WORKS DIRECTOR	8,790	9,229	9,690	10,175	10,685
PUBLIC WORKS SUPERVISOR	5,777	6,066	6,368	6,687	7,021
RECORDS AND PROPERTY TECHNICIAN I	2,965	3,114	3,270	3,433	3,605
CRIME ANALYST	4,403	4,623	4,854	5,097	5,352
RECORDS AND PROPERTY TECHNICIAN II	3,439	3,611	3,791	3,981	4,181
COMMUNITY SERVICES OFFICER	3,439	3,611	3,791	3,981	4,181
RECREATION AND SENIOR CENTER SUPERVISOR	5,234	5,495	5,770	6,059	6,361
WATER OPERATOR IN TRAINING	2,965	3,114	3,270	3,433	3,605
WATER OPERATOR I	3,439	3,611	3,791	3,981	4,181
WATER OPERATOR II	3,797	3,986	4,185	4,395	4,615
LEAD WATER OPERATOR	5,364	5,632	5,914	6,209	6,520

RESOLUTION NO. 2672**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FOWLER
ESTABLISHING THE NUMBER OF FULL-TIME POSITIONS AUTHORIZED IN THE
CITY FOR FISCAL YEAR 2023/2024**

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

WHEREAS, the number of full-time positions in which persons may be employed by the City during Fiscal Year 2023/2024 is set forth in **Exhibit A** of this Resolution; and

WHEREAS, that the number of persons employed in full-time positions shall not exceed the total number of authorized positions; and

WHEREAS, a change in the total number of full-time positions authorized in the City shall only be accomplished by Resolution of the Council; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Fowler that the number of full-time positions in which persons may be employed by the City during Fiscal Year 2023/2024 is hereby established by this **Position Authorization Resolution** and shall be as set forth in **Attachment A** of this Resolution.

PASSED, APPROVED AND ADOPTED this 5th day of September 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 of Fowler
Position Authorization Resolution*
Exhibit A

Classification	FTE	Primary Dept
City Manager	1.0	Administration
Assistant City Manager	1.0	Comm Dev
City Clerk	1.0	Clerk
Finance Director	1.0	Finance
Accountant	1.0	Finance
Accounting Assistant	1.0 0.0	Finance
Accounting Technician	1.0	Finance
Administrative Assistant	2.0	Finance
Building Official	1.0	Comm Dev
Permit Technician	1.0	Comm Dev
Planning & Code Enforcement Technician I	1.0	Comm Dev
Police Chief	1.0	Police
Police Sergeant	2.0	Police
Police Corporal	2.0	Police
Police Officer	7.0	Police
Community Service Officer I	1.0	Police
Records and Property Technician II	1.0 0.0	Police
Crime Analyst	1.0	Police
Public Works Director	1.0	PW
Public Works Supervisor	1.0	PW
Lead Maintenance Worker	1.0	PW
Maintenance Worker	2.0	PW
Maintenance Assistant	4.0	PW
Lead Water Operator	1.0	PW
Water Operator I	1.0	PW
Water Operator in Training	1.0	PW
Recreation and Senior Center Supervisor	1.0	Senior/Recreation

***Full time positions**

38.0



CITY COUNCIL MEETING

REPORT TO THE CITY COUNCIL

DATE: September 5, 2023

FROM: DAWN E. MARPLE, City Planner

SUBJECT: APPROVE Resolution No. 2673 Authorizing the City Manager to execute agreements with the United States Department of Transportation for the City of Fowler Reconnecting Communities and Neighborhoods (RCN) Grant Program

EXECUTIVE SUMMARY

The City is seeking funds from the United States Department of Transportation. The resolution is required as part of the award process. Having the resolution completed when submitting an application is advantageous and staff strive to do so whenever possible.

BACKGROUND

The grant application is due September 28, 2023. Staff are preparing an application for the construction of a new underpass. The City is bisected by SR 99, Golden State Boulevard, and the Union Pacific Railroad. This trio of crossings cause a significant disconnect between the primarily-residential west side of the City and the east side where most retail, service, and educational land uses are located. At present, the Merced Street interchange serves as the primary east-west connection across SR 99. The intersection faces significant congestion, especially during peak travel hours in the morning and evening. Additionally, the facilities for alternative transportation options such as walking or biking are lacking. Crossing Golden State Boulevard and the railroad at Merced Street also poses an additional challenge for pedestrians and bicyclists.

The City of Fowler proposes building a new underpass to connect Sumner Avenue with Tuolumne Street, as well as an additional underpass on Tuolumne Street that carries traffic below 8th Street, Golden State Boulevard, and the railroad. The new facilities would have additional alternative transportation infrastructure missing from the Merced Street crossing, including a dedicated bike lane and sidewalks.

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 integrates into the built environment.

General Plan Policy CH-1

Implement an active transportation network that links residential uses with schools, shopping, entertainment, recreation, and employment centers.

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-2

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

General Plan Goal MOB-5

Safe, well-designed, multi-modal connections exist across State Route 99, Golden State Boulevard, and the Union Pacific Railroad.

General Plan Policy MOB-28

Seek all available means to finance improvements, including State and Federal grants.

FISCAL IMPACT

Grant awards allow the City to provide additional new infrastructure and additional services to the residents of Fowler.

CONFLICT OF INTEREST

Staff is not aware of any conflicts of interest.

Attachments

- Resolution No. 2673

RESOLUTION NO. 2673

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CITY OF FOWLER
AUTHORIZING THE CITY MANAGER TO EXECUTE AGREEMENTS WITH THE
UNITED STATES DEPARTMENT OF TRANSPORTATION FOR THE CITY OF
FOWLER RECONNECTING COMMUNITIES AND NEIGHBORHOODS (RCN)
GRANT PROGRAM**

WHEREAS, the City Council of the City of Fowler is eligible to receive Federal funding for certain transportation related projects through the United States Department of Transportation; and

WHEREAS, the City Council of the City of Fowler is in support of the grant application to the United States Department of Transportation for the City of Fowler Reconnecting Communities and Neighborhoods (RCN) program to provide an underpass connecting the east and the west side of the city allowing for additional alternative transportation infrastructure missing from the Merced Street crossing, including a dedicated bike lane and sidewalks; and

WHEREAS, a grant agreement and other documents may need to be executed with the United States Department of Transportation before such funds can be reimbursed through the Reconnecting Communities and Neighborhoods (RCN) grant program; and

WHEREAS, the City Council of the City of Fowler wishes to delegate authorization to execute these agreements and any amendments thereto.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Fowler that the City Manager is authorized to execute all grant agreements and other documents and any amendments thereto related to the United States Department of Transportation for the City of Fowler Reconnecting Communities and Neighborhoods (RCN) program.

PASSED, APPROVED AND ADOPTED this 5th day of September 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 MEETING

REPORT TO THE CITY COUNCIL

DATE: September 5, 2023

FROM: SOO HO PARK, City Engineer

SUBJECT: Award CML 5173 (034) Fowler Avenue Sidewalks Project in the amount of \$115,700 to JT2, Inc. DBA Todd Companies.

EXECUTIVE SUMMARY

Staff recommend the City Council award the CML 5173 (034) Fowler Avenue Sidewalks Project and authorize the City Manager to enter into an agreement with JT2, Inc., DBA Todd Companies, to construct the project in the amount of \$115,700.00. The project includes construction of an asphalt sidewalk on the west side of Fowler Avenue from approximately 500 feet south of Fresno Street to the southwest corner of Fresno Street and Fowler Avenue. The project includes a new ADA compliant ramp at this corner, as well as a new crosswalk.

BACKGROUND

On July 11, 2023, the City received one responsive bid for the CML 5173 (034) Fowler Avenue Sidewalks Project. The project proposes the installation of new asphalt sidewalk, ADA ramp, signage and striping. The bid received was for \$115,700. The Engineer's Estimate for the project was \$95,925.

JT2, Inc, DBA Todd Companies is based in Visalia, California and has a current and active Class A, General Engineering license in the State of California.

Attached is the summary of the responsive bid received.

Staff consulted Caltrans Local Assistance regarding only receiving one responsive bid. Local Assistance required the City to provide an Exhibit 12-F (Cost Effectiveness/Public Interest Finding) for their review. This form was reviewed by the City Attorney and approved by Local Assistance on August 24, 2023, and is attached for reference.

PUBLIC NOTICE

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

ENVIRONMENTAL REVIEW

Caltrans prepared a NEPA determination and found that the project was categorically exempt in accordance with 23 CFR 771.117 (c): activity c (3).

For CEQA, the Notice of Exemption document has been posted to the State Clearinghouse. This project is exempt under Categorical Exemption Class: 3; 14 CCR 15301 (c).

GENERAL PLAN CONSISTENCY

This action is consistent with:

General Plan Policy MOB-11

Ensure street and road projects are adequately designed to accommodate safe and convenient pedestrian and bicyclist access.

FISCAL IMPACT

\$111,800 of the construction cost is funded by a CMAQ Federal Grant. The remaining \$3,900 is funded by Measure C funds.

CONFLICT OF INTEREST

Staff is not aware of any conflicts of interest.

Attachments

- Bid Summary
- Agreement
- Signed Exhibit 12-F

CITY OF FOWLER - Fowler Avenue Sidewalks Project

BID SUMMARY - 07/11/2023

#1

Engineer's Estimate						Todd Companies	
Bid Schedule 1							
Item No.	Quantity	Unit	Item Description	Unit Price	Total Amount	Unit Price	Total Amount
1	1	LS	Mobilization (\$15,000 Maximum)	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00
2	1	LS	Traffic Control	\$9,000.00	\$9,000.00	\$6,000.00	\$6,000.00
3	1	LS	Dust Control	\$5,000.00	\$5,000.00	\$500.00	\$500.00
4	1	LS	Clearing and Grubbing	\$15,000.00	\$15,000.00	\$12,310.00	\$12,310.00
5	100	TN	AC Path	\$150.00	\$15,000.00	\$250.00	\$25,000.00
6	1	EA	ADA Curb Ramp	\$6,000.00	\$6,000.00	\$6,700.00	\$6,700.00
7	135	SF	Stamped Concrete	\$25.00	\$3,375.00	\$57.00	\$7,695.00
8	1	EA	Adjust Storm Drain Manhole	\$2,500.00	\$2,500.00	\$3,500.00	\$3,500.00
9	135	SF	HMA Type "E" Dike	\$30.00	\$4,050.00	\$97.00	\$13,095.00
10	1	LS	Traffic Striping, Pavement Markings & Pavement Markers	\$6,000.00	\$6,000.00	\$5,900.00	\$5,900.00
11	1	LS	Miscellaneous Facilities	\$15,000.00	\$15,000.00	\$20,000.00	\$20,000.00
TOTAL BASE BID				\$95,925.00		\$115,700.00	

AGREEMENT

THIS AGREEMENT made at Fowler, in Fresno County, California, by and between JT2, INC., DBA TODD COMPANIES. hereinafter called the Contractor, and the City of Fowler hereinafter called the Owner.

WITNESSETH: That the Contractor and the Owner, for the consideration hereinafter named, agree as follows:

ARTICLE I. The Contractor agrees to furnish all labor and materials, including tools, implements, and appliances required, but excluding such materials as are mentioned in the specifications to be furnished by the Owner, and to perform all the work in a good and workmanlike manner, free from any and all liens and claims of mechanics, materialmen, teamsters, subcontractors, artisans, machinists, and laborers required for:

FOWLER AVENUE SIDEWALKS CML 5173 (034)

all in strict compliance with the plans, drawings and specifications therefor prepared by the Owner, and other contract documents relating thereto.

ARTICLE II. The Contractor and the Owner agree that the Advertisement (Notice to Contractors), the Wage Scale (Prevailing Wages), the Specifications, the Special Provisions, the Plans and Drawings, the Addenda and Bulletins thereto, and the Proposal hereto attached, together with this Agreement including Appendix A (wage rates) and Appendix B (Form 1273), form the contract, and they are as fully a part of the contract as if hereto attached or herein repeated.

All portions of the 2010 Standard Specifications of the State of California, Department of Transportation, which are not in conflict with this contract shall be deemed a part of the specifications as though fully therein set forth. No part of said Special Provisions which is in conflict with any portion of this agreement, or which is not actually descriptive of the work to be done thereunder, or the manner in which said work is to be executed, shall be considered as any part of this agreement, but shall be utterly null and void.

ARTICLE III. The Owner agrees to pay the Contractor in current funds for the performance of the contract sum of One hundred Fifteen Thousand Seven Hundred (\$115,700) it being understood that said price is based upon the estimated quantities of materials to be used as set forth in the Proposal, except where provisions are made in the contract documents whereby the estimated quantities shall constitute the final quantity; that upon completion of the project the final contract prices shall be revised by change order, if necessary, to reflect the true quantities used at the stated unit price thereof as contained in the Contractor's Proposal hereto attached. Payments on account thereof will be made as set forth in the Special Provisions.

ARTICLE IV. If the Contractor should be adjudged a bankrupt, or if he should make a general assignment for the benefit of his creditors, or if a receiver should be appointed on account of his insolvency, or if he or any of his subcontractors should persistently violate any of the provisions of the contract, or if he should persistently or repeatedly refuse or should, fail, except in cases for which extension of time is provided, to supply enough properly skilled workmen or proper materials, or if he should fail to make prompt payment to subcontractors or for material or labor, or persistently disregard laws, ordinances or the instructions of the Engineer, then the Owner may, upon certificate of the Engineer when sufficient cause exists to justify such action, serve written notice upon the Contractor and his surety of its intention to terminate the contract, and unless within five days after the serving of such notice such violations shall cease and satisfactory arrangements for correction thereof be made, the contract shall, upon the expiration of said five days, cease and terminate.

In the event of any such termination, the Owner shall immediately serve written notice thereof

upon the surety and the Contractor, and the surety shall have the right to take over and perform the contract, provided, however, that if the surety within ten (10) days after the serving upon it of notice of termination does not give the Owner written notice of its intention to take over and perform the work or does not commence performance thereof within the ten (10) days stated above from the date of the serving of such notice, the Owner may take over the work and prosecute the same to completion by contract or by any other method it may deem advisable, for the account and at the expense of the Contractor, and the Contractor and his surety shall be liable to the Owner for any excess cost occasioned the Owner thereby, and in such event the Owner may without liability for so doing, take possession of and utilize in completing the work such materials, appliances, plant and other property belonging to the Contractor as may be on the site of the work and necessary therefor. In such case the Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the contract price shall exceed the expenses of finishing the work, including compensation for additional managerial and administrative services, such excess shall be paid to the Contractor. If such expense shall exceed such unpaid balance, the Contractor shall pay the difference to the Owner. The expense incurred by the Owner, as herein provided and damage incurred through the Contractor's default, shall be certified by the Engineer.

ARTICLE V. With respect to any work required to be done under this contract, the Contractor will indemnify and hold harmless the City of Fowler, Peters Engineering Group, the UNITED STATES OF AMERICA and all other participating public agencies, whether, or not said agencies are named herein, who have jurisdiction within the areas in which the work is to be performed, and all officers and employees of the Owner, the City, the State, the United States and said other participating agencies, against any and all claims, demands, causes of action, damages, (including damages to the Owner's property or property of the participating agencies), costs or liabilities (including costs, or liabilities of the Owner or the participating agencies with respect to its employees), in law or in equity of every kind and nature whatsoever, directly or proximately resulting from or caused by the performance of the contract, whether such performance by the Contractor, his subcontractor or anyone directly or indirectly employed by him; and the Contractor shall, at his sole risk and expense, defend any and all suits, actions or other legal proceedings which may be brought or instituted by third persons against the Owner, the participating agencies, their officers and employees on any such claim, demand or cause of action, and the Contractor shall pay and satisfy any judgement or decree which may be rendered against the Owner, the participating agencies, their officers and employees in any such suit, action or other legal proceedings.

The Contractor shall furnish the Owner with a Certificate of Insurance, in triplicate, indicating insurance coverage with respect to the liability assumed by the Contractor under the provisions of this Article V, and shall further indicate insurance coverage with minimum limits as shown in either (a.) or (b.) as follows:

a.	Bodily Injury Liability	\$1,000,000	\$1,000,000
		Each person	Each
occurrence			
	Property Damage Liability	\$1,000,000	\$1,000,000
		Each person	Aggregate
b.	A single limit for Bodily Injury Liability and Property Damage Liability combined of:		
	\$1,000,000, Each occurrence, \$1,000,000, Aggregate		

Contractor's Property Damage Liability insurance shall include coverage for property damage caused by blasting, collapse, structural injuries of damage to underground utilities. The policy shall not contain the so-called "x", "c" or "u" exclusions.

The Certificate of Insurance shall further provide that ten days notice of cancellation or reduction in coverage shall be given the Owner.

An additional Insured Endorsement to the Contractor's Liability insurance policy naming the Owner, the above said agencies and all other participating public agencies (if applicable) and all officers and employees of the above, shall also be furnished in triplicate.

ARTICLE VI. Contractor represents that he has secured the payment of Worker's Compensation in compliance with the provisions of the Labor Code of the State of California and during the performance of the work contemplated herein will continue so to comply with said provisions of said Code. Contractor shall supply the Owner with certificates of insurance, in triplicate, evidencing that Worker's Compensation Insurance is in effect and providing that the Owner will receive ten days notice of cancellation. If Contractor self-insures Worker's Compensation, Certificate of Consent to Self-insure shall be provided the Owner.

ARTICLE VII. The Contractor shall forthwith furnish in triplicate, a faithful performance bond in an amount equal to 100% of the contract price and a payment bond in an amount equal 100% of the contract price, both bonds to be written by a surety company acceptable to the Owner and in the form prescribed by law.

The payment bond shall contain provisions such that if the Contractor or his subcontractors shall fail to pay (a) amounts due under the Unemployment Insurance Code with respect to work performed under the contract, or (b) any amounts required to be deducted, withheld and paid over to the Employment Development Department from the wages of the employees of the Contractor and subcontractors pursuant to Section 13020 of the Unemployment Insurance Code with respect to such work and labor, then the surety will pay these amounts. In case suit is brought upon the payment bond, the surety will pay a reasonable attorney's fee to be fixed by the court.

ARTICLE VIII. Should either party to the contract bring an arbitration or mediation proceeding or other action to enforce any provisions of the contract, including an action pursuant to Public Contract Code Section 20104.4, the prevailing party shall be entitled to recover reasonable attorney's fees and all costs in connection therewith. The term "prevail" as used in this section shall include any action at law, in equity, or pursuant to arbitration in which either party has been successful

ARTICLE IX. Time is of the essence. The improvement and work contemplated in the performance of this contract is predicated on sufficient suitable weather conditions during the contract period (after the notice to proceed), it is agreed that the contract may be credited additional days as provided in the specifications, but no additional monetary compensation. Any such delay shall be documented and processed on the standard change order form.

IN WITNESS WHEREOF, they have executed this Agreement this _____ day of

_____, 20____.

City of Fowler
(Owner)

(Contractor)

By: _____
Wilma Tucker, City Manager

(Taxpayer Federal I.D. No.)



ATTEST:

Angela Vasquez, City Clerk

By: _____

Title

Exhibit 12-F: Cost-Effectiveness / Public Interest Finding / A&E Noncompetitive

COST-EFFECTIVENESS / PUBLIC INTEREST FINDING for CONSTRUCTION CONTRACTS			
COST-EFFECTIVENESS DETERMINATION REQUIRED		PUBLIC INTEREST DETERMINATION REQUIRED	
<input type="checkbox"/> Use of force account (23 CFR 635.204, 205)* <input type="checkbox"/> Use of publicly owned equipment (23 CFR 635.106) <input checked="" type="checkbox"/> Other*: <u>Anticipate cost increase if re-bid.</u> * Requires Caltrans District approval		<input type="checkbox"/> Use of publicly furnished materials (23 CFR 635.407) <input type="checkbox"/> Use of contracting method other than competitive bidding (23 CFR 635.104/204)* <input type="checkbox"/> Use of mandatory borrow/disposal sites (23 CFR 635.407) <input type="checkbox"/> Advertising period less than 3 weeks (23 CFR 635.112)* <input checked="" type="checkbox"/> Other*: <u>Project can be put into use this year.</u>	
NON-COMPETITIVE DETERMINATION for A&E CONTRACTS			
<input type="checkbox"/> Use of non-competitive negotiated consultant contracts (23 CFR 172.7) (a) (3)* (Must select one of the limited circumstances)		MUST MEET ONE OF THE FOLLOWING LIMITED CIRCUMSTANCES: <input type="checkbox"/> Service is available only from a single source <input type="checkbox"/> There is an emergency which will not permit the time necessary to conduct competitive negotiations <input type="checkbox"/> After solicitation of a number of sources, competition is determined to be inadequate	
FEDERAL-AID PROJECT	CLASS OF FEDERAL FUNDS: <input type="checkbox"/> IM <input type="checkbox"/> NH <input type="checkbox"/> STP <input checked="" type="checkbox"/> OTHER: CMAQ		
ID	DIST-CO-RTE-PM	ESTIMATED COST	FEDERAL FUNDS
CML 5173 (034)	06-FRE-0-0	\$115,700	\$111,800
PROJECT SPECIFIC <input checked="" type="checkbox"/> MULTIPLE PROJECTS <input type="checkbox"/> REGIONAL/DISTRICTWIDE <input type="checkbox"/> STATEWIDE <input type="checkbox"/>			
GENERAL LOCATION		GENERAL DESCRIPTION OF WORK	
West side of South Fowler Avenue between South Avenue and Fresno Street		Construction of HMA Sidewalk and ADA ramp along west side of South Fowler Avenue	
REASONS THAT REQUESTED APPROVAL IS CONSIDERED (STATE):			
<p>Project was bid for over 3 weeks and only had one responsive bidder. That bidder's price was less than \$4,000 over the Federal Funds available for construction. By moving forward with the contractor, the City will save approximately \$3,000 to rebid the project. Additionally, cost for HMA and labor continue to rise. Re-bidding the project may only increase the project's bid cost. The City did reach out to non-bidding local contractors, who identified that current market conditions and workload prevented them from bidding. If the project was to move forward now, construction could potentially be completed before this winter and the facility could be in use for the City of Fowler residents much sooner. Re-bidding could potentially move the project's construction schedule to Spring of 2024.</p>			
REMARKS (STATE):			
PREPARED/APPROVED BY LOCAL AGENCY'S REPRESENTATIVE 		REPRESENTATIVE NAME AND TITLE: Wilma Tucker, City Manager	
*APPROVED BY DISTRICT LOCAL ASSISTANCE ENGINEER (DLAE) 		DLAE NAME: Jim Perrault	
		Date: <u>8/21/23</u> Date: <u>8/24/23</u>	

Distribution: (1) Local Agency File - Original; (2) DLAE - Copy; (3) Caltrans Project Manager - Copy if on the SHS

Exhibit 12-F: Cost-Effectiveness / Public Interest Finding / A&E Noncompetitive**Instructions**

1. Check appropriate box under “Cost-Effective Determination Required” or “Public Interest Determination Required” [for construction contracts](#). If “Use of non-competitive negotiated consultant contract” for A&E contracts is checked, select one of the limited circumstances provided.
2. Check “Class of Federal Funds” as follows: IM-Interstate Maintenance, NH-National Highway, STP State Transportation Program, Other (all other classes).
3. Provide the Federal-aid Project ID number in first column.
4. Identify Caltrans District-County-State Route-Post Mile, or City and street in second column.
5. List Estimated Cost of the portion of the project subject to this PIF.
6. List the amount of the Federal Funds in the portion of the project subject to this PIF.
7. Describe “General Location” applicable to this PIF.
8. Provide “General Description of Work” affected by this PIF.
9. Explain and give “Reasons that requested approval is considered to be cost-effective, in the public’s best interest, or meet A&E noncompetitive procurement.” Provide cost analysis or comparison as evidence of cost-effectiveness.
10. “Remarks” is for the Local Agency Representative preparing the Finding.
11. Signature, Name, and Title of Local Agency Representative preparing or approving PIF, as appropriate, and Date.
12. Signature and Name of District Local Assistance Engineer approving the PIF, as required, and Date.



CITY COUNCIL MEETING

REPORT TO THE CITY COUNCIL

DATE: September 5, 2023

FROM: SOO HO PARK, City Engineer

SUBJECT: ADOPT Resolution No. 2674 approving the final map for Tract 6405 accepting on behalf of the public streets and easements as offered on the map in accordance with the terms of the dedications and authorize the City Manager to execute the Subdivision Agreement on behalf of the City.

EXECUTIVE SUMMARY

The applicant, K. Hovnanian Homes Northern California, Inc., a California Corporation is proposing to develop a 70-lot subdivision to build out the remaining lots in the southwest corner of South Avenue and Sunnyside Ave intersection. This action will accept the public streets and easement in accordance with the Final Map for Tract 6405; authorized the City Engineer to transmit the Final Map of Tract 6405 and associated documents to the Fresno County's Recorder Office for recording; and authorize the City Manager to execute the Subdivision Agreement on behalf of the City.

BACKGROUND

The applicant, K. Hovnanian Homes Northern California, Inc., a California Corporation is proposing to develop a 70-lot subdivision to build out the remaining lots in the southwest corner of South Avenue and Sunnyside Ave intersection.

The applicant has complied with the conditions of approval of the approved tentative map.

A subdivision agreement has been prepared for the development because the off-site improvements have not yet been constructed. The subdivision agreement requires that the applicant post bonds or instruments of security with the City in order to guarantee the construction of the improvements, which have been submitted to the City. The subdivision agreement also establishes that the development fees must be paid to the City prior to the issuance of Building Permits.

The applicant has submitted the public improvement plans and the final map to the City, both of which have been reviewed and approved by the City Engineer. The Council is required by law to accept the final map unless they can site deficiencies in the final documents.

The applicant has paid development inspection fees as described above and in accordance with City fee resolutions. These fees will provide for review costs by the City and other capital improvement requirements.

Following acceptance of this map by the City, the City Engineer shall deliver the final map and subdivision agreement to the Fresno County Recorder for recordation.

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:

Policy CDES-26

Single family residential projects shall be designed in a way such that they enhance Fowler’s character.

FISCAL IMPACT

No impact to general funds. Inspection and City Review fees are offset by development fees collected from the applicant.

CONFLICT OF INTEREST

Staff is not aware of any conflicts of interest.

Attachments

- Resolution No. 2674
- Subdivision Agreement for Tract No. 6405
- Final Map of Tract 6405

RESOLUTION NO. 2674**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CITY OF FOWLER
APPROVING FINAL TRACT MAP NO. 6405 AND ACCEPTING STREET
DEDICATION AND EASEMENTS**

WHEREAS, K. Hovnanian Homes Northern California, Inc., a California Corporation, the Owner and Subdivider, has presented to the City Council of the City of Fowler, a Municipal Corporation, a Final Map of Tract No. 6405 for approval by the City Council; and

WHEREAS, the City Engineer has verified that all of the provisions of the Subdivision Map Act and of Chapter 4, "Subdivisions," of the Fowler Municipal Code have been complied with, and that said Final Map is substantially the same as the Tentative Map thereof, as previously approved by the City Council and Planning Commission; and

WHEREAS, certain streets to be developed in Tract Map No. 6405 have been offered for dedication to the City of Fowler; and

WHEREAS, the Fowler Subdivision Ordinance requires that street dedications and easements be accepted by the City Council; and

WHEREAS, the City Council also determined that it would be in the best interests of the City at this time to accept the streets and easements offered for dedication on the Final Tract Map No. 6405; and

WHEREAS, the City Council hereby authorizes the City Manager to enter into the Subdivision Agreement, which has been previously executed by the Subdivider, related to the construction of public improvements associated with the subdivision.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Fowler that some action has been taken.

PASSED, APPROVED AND ADOPTED this 5th day of September 2023, at a regular meeting of the Fowler City Council by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

APPROVED:

Daniel T. Parra, Mayor

ATTEST:

Angela Vasquez, Deputy City Clerk

**CITY OF FOWLER
SUBDIVISION AGREEMENT**

TRACT NO. 6405

THIS SUBDIVISION AGREEMENT ("AGREEMENT") is made and entered into this ____ day of _____, 2023, by and between K. HOVNANIAN HOMES NORTHERN CALIFORNIA, INC., a California Corporation ("SUBDIVIDER"), and the CITY OF FOWLER, a Municipal Corporation ("CITY").

RECITALS

A. Tentative Map No. 6405 (attached hereto as Exhibit "A") has been filed with City for a proposed division of land adjacent to the intersection of Sunnyside Avenue and Sumner Avenue which is located within the corporate limits of the City. This tentative map has been approved and is being developed in a single phase. SUBDIVIDER has requested that the CITY accept and approve the Final Map and the dedications delineated and shown on the Final Map for the use and purposes specified thereon and to otherwise approve the Final Map in order that the same may be recorded as required by law.

B. The CITY requires as a condition precedent to the acceptance and approval of the Final Map, the dedication of the streets and public improvements and easements as delineated and shown on the Final Map, and deems the same as necessary for the public use, and requires and deems as necessary for the public use that any and all streets, public improvements and easements delineated and shown on the Final Map shall be improved by the construction thereof and the installation of the improvements specified in this Agreement.

C. Certain public improvements are required to be made by SUBDIVIDER in accordance with the approved tentative map of the Subdivision and have not yet been completed. Section 66462 of the California Government Code provides, as a condition precedent to the approval of the Final Map, that the City shall require the SUBDIVIDER to enter into an agreement to complete said public improvements.

D. The SUBDIVIDER and CITY enter into this agreement to perform and complete the work and matters as hereinafter described in this Agreement, in conformance with the City of Fowler Municipal Code, which Sections by this reference are incorporated into this Agreement made a part hereof.

NOW THEREFORE, it is hereby agreed as follows:

1. Improvements. SUBDIVIDER shall construct and install all public improvements in the Subdivision as identified on the Final Map and improvement plans (the "Improvements") in accordance with all of the requirements and standards as set forth in the approval or conditional approval of the tentative map of the Subdivision, the Fowler Municipal Code, all applicable laws, codes and regulations as determined by the City Engineer and the terms and conditions of this Agreement (collectively "Work"). In accordance with the Fowler Municipal Code, all of the Improvements shall be completed no later than twelve (12) months after the recording of the Final Map and commencement of construction. The SUBDIVIDER shall notify the City Engineer in writing (via e-mail) two weeks (14 calendar days) prior to the commencement of construction activities. The City Engineer will then document in writing the beginning of the construction

period. Construction shall commence not later than 12 months after recordation of the Final Map. Request to extend the time for completion of the Improvements must be in written form and received by the CITY not less than thirty (30) days prior to expiration of said twelve (12) month period and shall include facts to support the extension of time for completion as required by the City Engineer. Only the City Council shall have the authority to extend such time period. The extension period shall not exceed three (3) months.

Within thirty (30) days after the SUBDIVIDER notifies the City Engineer that the required Work has been completed, the City Engineer shall inspect such Work and, if the Work has been performed in the required manner and in accordance with this Agreement, the Final Map, the Fowler Municipal Code and all other applicable laws, codes and regulations, the City Engineer shall advise the City Council that the Improvements are ready for acceptance by the CITY.

2. Inspection. The CITY shall inspect all Work in accordance with Section 16 of the Fowler Municipal Code, including the SUBDIVIDER'S conformance with the CITY's standard specifications and any and all applicable conditions, standards or requirements, including, without limitation, all conditions, standards or requirements identified at the preconstruction conference held prior to commencing the Work.

As part of the inspection process, SUBDIVIDER shall retain, at its sole cost and expense, a materials testing company to perform any testing or retesting of the Work as reasonably required by the City's Department of Public Works and/or Building Official. The materials testing firm must be approved by the CITY before any testing or retesting begins, which approval shall not be unreasonably withheld, conditioned, or delayed. The City's Inspector shall designate the locations for compaction tests, and shall observe all testing procedures. In addition to street areas, compaction testing shall be performed in building pad areas.

The SUBDIVIDER'S Engineer shall check the grade of all streets prior to surfacing and shall, prior to surfacing, provide written confirmation to the City's Department of Public Works that the street grades conform to the approved grades. In the case of asphalt concrete surfacing, the SUBDIVIDER'S Engineer shall, prior to surfacing, set grade stakes and shall be in attendance at the time all surfacing is performed.

SUBDIVIDER shall construct all required Improvements in accordance with the applicable improvement plans and specifications. Where concrete curbs and gutters are required and where driveway approaches are not constructed at the time curbs and gutters are constructed, the curb and gutter shall be continuous.

CITY shall schedule a preliminary final inspection and a deficiency list shall be compiled and submitted to the SUBDIVIDER for correction. Upon completion of all corrections or additional work as outlined by the deficiency list, the SUBDIVIDER shall certify, in writing, that all corrections have been completed and request a final inspection. Upon finding that all items have been corrected and receipt of as-built improvement plans, the Subdivision shall be placed on the City Council agenda for acceptance.

The completion of corrections indicated by the deficiency list shall not relieve the SUBDIVIDER from the responsibility of correcting any deficiency not shown on the deficiency list that may be subsequently discovered. Should the CITY require payment of additional engineering and inspection fees and costs for Improvements constructed after the stated date of completion, the SUBDIVIDER must pay said additional fees and costs prior to acceptance by the City Council of the Improvements.

3. Costs and Fees. The SUBDIVIDER shall be responsible for all costs and expenses associated with the Work, including, without limitation, the costs identified in the Improvement Cost Estimate attached hereto and made a part hereof and identified as Exhibit "B" to this Agreement. SUBDIVIDER agrees to pay when due, all impact fees identified in the current development impact fees schedule, including, without limitation, all CITY engineering and inspection fees identified in this Agreement.

4. Security. SUBDIVIDER agrees to furnish security, which complies with Section 66499 et. seq. of the California Government Code, and in such amounts as are required by the CITY, to guarantee the faithful performance of this Agreement including, without limitation, the construction of the Improvements and completion of the Work, and to guarantee payment to contractors, subcontractors, laborers, material men and other persons involved in the performance of the Work. In the sole discretion of the CITY and with the written authorization of the CITY, the sureties provided by the SUBDIVIDER may be released in whole or in part in the following manner:

- (a) Faithful performance sureties, not in excess of ninety percent (90%) of the estimated costs of the individual items of the Improvements and Work, may be released, or the required surety amounts may be reduced, as work is satisfactorily completed and accepted by the CITY.
- (b) Forty-five (45) days after recordation of the Notice of Completion for the Subdivision, the sureties securing the payment to contractors and subcontractors, and to persons furnishing labor, materials, or equipment, may be released if claims including, without limitation, stop notices, have not been filed.
- (c) Twenty-Five percent (25%) of the total faithful performance surety, retained as the public improvement warranty, may be released one year after the Notice of Completion for the SUBDIVISION has been recorded. In the alternative, SUBDIVIDER shall provide CITY with new warranty security of not less than twenty-five percent (25%) of the Improvement Cost Estimate identified in Exhibit "B" hereto, which security shall have a term of one (1) year from the date of recordation of the Notice of Completion for the Subdivision.

No final map shall be signed by the City Engineer or recorded until all improvement securities required by the Fowler Municipal Code and this Agreement have been received and approved by the CITY. The form of securities shall be one or the combination of forms as approved by the CITY.

5. Liability. As a condition precedent, and prior to commencement of the Work to be performed pursuant to this Agreement, SUBDIVIDER shall furnish the CITY with a certificate of insurance with a separate endorsement evidencing the following insurance coverages:

Commercial and general liability insurance with a combined single limit of not less than Two Million Dollars (\$2,000,000.00) per occurrence. Such insurance shall include products/completed operations liability, owners and contractors protective blanket contractual

liability, personal injury liability, broad form property damage coverage and explosion, collapse and underground hazard coverage. The insurance shall name the CITY, its appointed and elected officials, officers, employees and agents and Provost & Pritchard Engineering Group d.b.a. Provost & Pritchard Consulting Group as additional insureds; and be primary with respect to any insurance or self-insurance programs maintained by the CITY, and shall protect them from claims for personal injury, death or property damage suffered by third persons or by officers, employees, agents or independent contractors of the SUBDIVIDER, and arising out of or in any way connected with the Work which is the subject of this Agreement. Such policy or policies of insurance shall specifically provide that the CITY shall receive at least thirty (30) days prior to written notice of any cancellation of such policy or policies. Any such notice shall be sent to the attention of the City Engineer. Notwithstanding an inconsistent statement in the insurance policy or certificate or subsequent endorsement attached thereto, the CITY shall be insured or named as an additional insured covering the Work which is the subject of this Agreement, whether liability is attributable to the SUBDIVIDER or to the passive or active negligence of the CITY. The insurance shall be in effect on the date of this Agreement and shall expire no sooner than one year after the date of recordation of the Notice of Completion for the Subdivision. The cost of providing all required insurance shall be borne solely by the SUBDIVIDER.

All such insurance shall provide coverage for SUBDIVIDER's obligations of indemnification as set forth in paragraph 6 of this Agreement.

The expiration or proposed cancellation of any such insurance policy or policies during the term of this Agreement, for any reason whatsoever, shall constitute a material breach of this Agreement.

6. Indemnification. SUBDIVIDER hereby agrees to and shall protect, indemnify, defend and hold harmless the CITY and all officials, officers, agent, representatives and employees and Provost & Pritchard Engineering Group d.b.a. Provost & Pritchard Consulting Group from and against any and all liability, loss, claims, expenses, or damages of whatsoever kind or character, including reasonable attorney's fees and costs of all types, in any way arising out of, or in any way related, to the Work to be performed pursuant to this Agreement or the acts or omissions of the SUBDIVIDER, SUBDIVIDER'S independent contractors, employees, representatives, agents and invitees, while acting within the scope of their duties and regarding, in any way, the Work to be performed pursuant to this Agreement. These indemnification and hold harmless provisions shall be in full force and effect regardless of whether or not there is insurance policies covering the applicable damages, claims, or liability. This indemnification shall be binding upon the SUBDIVIDER whether or not there are any allegations of fault, negligence or liability of the parties indemnified hereunder and shall survive the completion of construction of the Improvements and completion of the Work for two (2) years.

SUBDIVIDER agrees that the use of any and all public streets and improvements, which are part of the Subdivision, shall be, at all times prior to the final acceptance by the CITY, the sole and exclusive risk of the SUBDIVIDER.

7. Permits and Compliance. Should SUBDIVIDER be required to perform any Work within any public rights-of-way or easements, which are located beyond the Subdivision limits, SUBDIVIDER shall satisfy any and all requirements necessary to obtain an encroachment permit from the CITY or any other agency.

The SUBDIVIDER shall install underground, all gas main services, telephone, cable television, and electrical lines, and all electrical transformers, splice boxes, pull boxes, and other existing facilities providing service to within the limits of this Subdivision.

SUBDIVIDER agrees to make all financial arrangements with Pacific Gas and Electric, Southern California Gas, Comcast Cable, ATT, and any other applicable utility company, to guarantee the installation of all utilities and services to the Subdivision. Copies of all agreements and written evidence of these financial arrangements shall be furnished to the CITY along with a composite underground utility plan prior to beginning construction of the private utility improvements within the limits of the subdivision.

SUBDIVIDER shall make arrangements for the relocation of all overhead and underground public utility facilities along the frontages or that interfere with the construction of the Improvements. The SUBDIVIDER shall be responsible for the full cost of relocating such utilities and facilities.

The SUBDIVIDER shall repair any damage to public streets or other public property or improvements, which results from, or is incidental to, the construction of the Improvements, or in lieu of making such repairs, the SUBDIVIDER shall pay to the CITY the full cost of such repairs.

Building permits for individual lots of the Subdivision may be issued after primary completion of the infrastructure improvements as approved by the City Engineer following inspection. Primary completion is defined as completion of all required Improvements except paving, sidewalks, landscaping and street lighting.

No occupancy permit for any dwelling to be constructed within the Subdivision shall be issued until all required Work and Improvements are substantially complete subject to City Engineer approval. Substantial completion is defined as completion of all required Improvements with only minor corrections known as "punch list" items remaining. No inspections or approval by the City Engineer will be deemed acceptance by the City Council.

In accordance with the Fowler Municipal Code, construction methods and materials for all Improvements shall conform to the standard plans and specifications of the CITY. Construction shall not commence until required improvements plans have been approved by the City Engineer and payment of all fees have been received by the CITY.

The Improvements shall be constructed in accordance with all applicable street, plumbing, building, electrical and zoning codes and any other applicable codes, rules or regulations of the CITY and the State of California.

The SUBDIVIDER shall require contractors and subcontractors to provide and maintain barricades and warning signs to protect and warn the public of construction hazards. Traffic control shall conform to a traffic control plan approved by the City Engineer. If in the opinion of the City Engineer, proper barricades and warning signs are not being provided, the Contractor will be required to immediately stop work until proper traffic control is provided and approved by the City Engineer.

The SUBDIVIDER shall require all contractors and subcontractors to conform to the applicable provisions of the California Occupational Safety and Health Act ("OSHA"). On-site inspection of the work will be requested of OSHA officials and all work subject to this Agreement

shall immediately stop if, in the opinion of the City Engineer, any such work is being performed in violation of OSHA, or when appropriate safety measures are not being utilized for the Work.

SUBDIVIDER shall be responsible for obtaining an NPDES permit for construction sites in excess of one acre, and shall develop a dust control plan and erosion control plan to mitigate soil migration from the Subdivision. SUBDIVIDER shall be responsible for soil and erosion control throughout the one-year warranty period called for in this Agreement. The SUBDIVIDER shall sweep the streets and alleys periodically throughout the one-year warranty period, at a minimum frequency of once per month.

The SUBDIVIDER and its contractors and subcontractors shall pay for any materials, provisions and other supplies used in, upon, for, or about the performance of the Work, and for any and all work or labor associated therewith and for all amounts due under the worker's compensation and the unemployment insurance acts and all other applicable laws or regulations of the State of California or the United States with respect to such work or labor, including, without limitation, as required by Section 3200 of the California Labor Code and Section 4200 of the California Government Code.

The SUBDIVIDER shall provide and plant one street tree per lot at a location approved by the City's Building Official. The trees shall be planted at the time the dwelling unit on the lot is occupied and shall be selected from a street tree list provided by the CITY. Trees shall be furnished with root barriers and watered via a City approved irrigation system for each lot.

The SUBDIVIDER shall install streetlights in the Subdivision. A streetlight plan shall be submitted to the City Engineer for review and approval. Streetlights shall be LED and be furnished and installed in accordance with CITY, PG&E and Caltrans' standards. The street lighting system shall become the property of the CITY upon completion and acceptance of the work, without further consideration to SUBDIVIDER. SUBDIVIDER'S contract with PG&E ("PG&E" Contract) for the furnishing of electrical power to the Subdivision shall specifically state that all streetlights shall become the property of the City. Each street light shall be furnished with an electrical pull box and grounding rod. The SUBDIVIDER shall number the street light poles in accordance with PG&E requirements. The PG&E Contract shall identify a maintenance rate schedule for the streetlights of LS2C.

Fencing improvements shall be constructed in accordance with City Standards, with appropriate fencing offsets to be provided for sanitation and garbage collection service to each lot, including allowance for approved number and/or style of garbage cans, green waste, and recycling containers. Fencing improvements shall be constructed in such a manner as to eliminate any dirt strip between the fence and the adjacent alley. Where framing improvements face the alley, the SUBDIVIDER shall construct a concrete mow strip in accordance with City standards between the fence and the alley paving.

The SUBDIVIDER shall furnish to the CITY a set of reproducible as-built plans for all street improvements ("Street Plans"). The Street Plans shall be original ink on vellum or mylar copies. The Street Plans shall include the location of all underground utilities, finished grades for all curb returns and building pads. The SUBDIVIDER'S engineer shall provide a copy of the tract, in digitized format (AutoCAD 2020 or equivalent format as approved by the City Engineer) to the City prior to final acceptance of the Improvements and Work by the City.

SUBDIVIDER agrees to install security devices (such as mobile security cameras during construction), acceptable to the City of Fowler Public Works Department in order to protect streetlight and water meter facilities from vandalism.

Prior to the acceptance of the Work and release of the security, the SUBDIVIDER shall provide to the CITY a certification from its engineer that all work and the construction and installation of all Improvements conform with the approved plans for the Subdivision and the recommendations contained in the Preliminary Soils Reports. A certification shall also be furnished by the SUBDIVIDER'S engineer that all utility trenches have been uniformly compacted to the percentages specified in the City Standards.

SUBDIVIDER agrees that the City shall inspect all Work and Improvements. All of said Work and Improvements and materials shall be completed, performed and installed under the inspection of and to the satisfaction of the City Engineer. It shall further be the responsibility of SUBDIVIDER to give the City Engineer written notice not less than two (2) working days in advance of the actual date on which Work is to be started to allow for arrangements for appropriate and adequate inspection services. SUBDIVIDER'S failure to notify the City Engineer may cause inspection delays for which SUBDIVIDER will be solely responsible.

Defective work shall be made good, and unsuitable materials may be rejected, notwithstanding the fact that such defective work and unsuitable materials may have been previously overlooked or approved by the City Engineer or inspector. Any damage caused by SUBDIVIDER, SUBDIVIDER'S contractors, employees, representatives, agents and invitees to the sewer system, water system, storm drainage facilities, concrete work, street paving, or any other improvements that occurs after installation shall be made good to the satisfaction of the City Engineer by SUBDIVIDER before final acceptance of completed work by the City Council. Defective work appearing after final acceptance shall be repaired/replaced under the warranty provisions herein. Upon final acceptance by the City Council of all Work and Improvements as provided herein, SUBDIVIDER shall warrant said Work and Improvements from any defects in materials or workmanship for a period of one (1) year following said acceptance, and a one-year warranty bond shall be furnished by SUBDIVIDER to the City as herein provided herein.

8. Other Conditions. The SUBDIVIDER shall annex the Subdivision to the City's Landscape and Storm Drainage Maintenance District for the provision of maintenance of the landscape areas. The SUBDIVIDER shall provide a signed and notarized covenant and consent for annexation of the Subdivision to the Landscape Maintenance District. The SUBDIVIDER shall notify every potential buyer of lots within the Subdivision that the Subdivision is part of a Landscape Maintenance District. The SUBDIVIDER shall provide the City with a signed copy of such notice indicating acceptance of the notice by the buyer.

SUBDIVIDER shall ensure that all solid waste is collected and disposed of by the City's contract agent, Waste Management, as required by Section 6-2.307 of the Fowler Municipal Code. If SUBDIVIDER uses persons or companies other than Waste Management for general clean up, SUBDIVIDER shall ensure that all solid waste is collected and disposed of by Waste Management.

The City Engineer is assumed to be a just arbitrator between CITY, SUBDIVIDER and SUBDIVIDER'S Contractor (herein "Contractor") and the entire work is under his jurisdiction to such end. It is his function to interpret the drawings and specifications; pass upon merits of materials and workmanship.

It is agreed that all conditions of approval of the Tentative Map and any Site Plan Review shall apply to and be included in this Agreement.

9. Scheduling. It shall be the responsibility of the SUBDIVIDER to coordinate all Work performed by its contractors and subcontractors, such as scheduling the sequence of operations and the determination of liability of one contractor or subcontractor operation delays another. In no case shall representatives of the CITY be placed in the position of making decisions that are the responsibility of the SUBDIVIDER. It shall further be the responsibility of the SUBDIVIDER to give the City Engineer (via email) written notice not less than two (2) working days in advance of the actual date on which work is to be started. Failure on the part of the SUBDIVIDER to notify the City Engineer may cause delay for which the SUBDIVIDER shall be solely responsible.

10. Soil and Dust Control Provisions. The SUBDIVIDER is responsible for arrangement for and payment of all CITY required soil tests at locations as reasonably determined by the City Engineer. Payment for said tests shall be made directly by the SUBDIVIDER to the certified testing firm of the SUBDIVIDER'S choice.

Adequate dust control shall be maintained by the SUBDIVIDER on all streets and areas, including, without limitation, undeveloped lots within the Subdivision and all streets outside of the Subdivision, from the time Work is first commenced until all work is completed. "Adequate dust control" as used herein shall mean the sprinkling of the streets with water or approved dust palliative with sufficient frequency to prevent the scattering of dust by wind or the activity of vehicles and equipment onto any street area or private property adjacent to the Subdivision. Whenever, in the opinion of the City Engineer, adequate dust control is not being maintained on any street or streets, or other areas of the Subdivision, the City Engineer shall give notice to the SUBDIVIDER to comply with these provisions, or, at the election of the City Engineer, notice may be mailed to the SUBDIVIDER at his address on file with the City Engineer. If, within twenty-four (24) hours after personal service or within forty-eight (48) hours after mailing of notice, the SUBDIVIDER has not commenced to maintain adequate dust control or at any time thereafter fails to maintain adequate dust control, the City Engineer may, without further notice of any kind, cause any street or streets to be sprinkled with water or an approved dust palliative as may be deemed necessary by the City Engineer to eliminate the scattering of dust. Such dust control shall be performed by equipment and personal of the CITY or by contract as the City Engineer shall determine, and the SUBDIVIDER agrees to pay to CITY, upon receipt of the billing therefore, the entire cost to the CITY of such dust control.

When the surfacing on any existing street is disturbed, SUBDIVIDER shall immediately replace the surfacing with temporary surfacing and permanently pave the existing street within fourteen (14) calendar days thereafter. All streets shall be maintained in a safe and passable condition at all times between the commencement of construction of Improvements and final completion thereof.

11. Reimbursement. The City Municipal Code provides SUBDIVIDER with the right to receive cash reimbursement or Development Impact Fee credit because of the construction of certain Improvements or the oversizing thereof, SUBDIVIDER must request payment of the cash reimbursement or preparation of a reimbursement agreement, whichever is applicable. Such request must be made in writing and received by the City Engineer within one year of the date of final acceptance of all Improvements by FOWLER City Council. SUBDIVIDER agrees that should it fail to make such written request by the date identified herein, SUBDIVIDER

forever waives its right to request and receive any reimbursement or reimbursement agreement.

The following items are eligible for reimbursement related to this Subdivision:

There are no reimbursable improvements in this tract.

12. Prevailing Wage Laws, Rules and Regulations. SUBDIVIDER shall comply with and shall require all contractors to comply with all prevailing wage laws, rules and regulations applicable to the Subdivision, the Work and the Improvements. Unless otherwise advised in writing by the CITY, SUBDIVIDER shall be solely responsible for making any and all decisions regarding the payment of prevailing wages for any portion or aspect of the Subdivision, Work or Improvements, including, without limitation, any form of reimbursement by the CITY to the SUBDIVIDER or any contractor. Further, SUBDIVIDER will be solely responsible for the payment of any claims, fines, penalties, reimbursements, payments or any other actions that may be initiated against SUBDIVIDER, any contractor, or the CITY as a result of failure to pay prevailing wages.

SUBDIVIDER shall defend, indemnify and hold harmless the CITY, Provost & Pritchard Engineering Group d.b.a. Provost & Pritchard Consulting Group, its officials, officers, employees, representatives, agents and attorneys from and against any and all claims, damages, losses, judgments, liabilities, expenses and other costs, including, without limitation, litigation costs and reasonable attorney's fees arising out of, resulting from or in any way in connection with any violation or claim of violation of any prevailing wage law, rule or regulation applicable to any portion or aspect of the Subdivision, the Work or the Improvements. SUBDIVIDER's obligation to defend, indemnify and hold the CITY harmless specifically includes, but is not limited to, any suit or administrative action against the CITY which claims a violation of any prevailing wage law, rule or regulation applicable to any portion or aspect of the Subdivision, Work or Improvements.

SUBDIVIDER's obligations to defend, indemnify and hold the CITY, Provost & Pritchard Engineering Group d.b.a. Provost & Pritchard Consulting Group, its officials, officers, employees, representatives, agents and attorneys harmless as set forth herein, shall include, but shall not be limited to, staff time, copying costs, court costs, the costs of any judgments or awards against the CITY for damages, losses, litigation costs or reasonable attorney's fees arising out of any violation or claim of violation of any prevailing wage law, rule or regulation applicable to any portion or aspect of the Subdivision, Work or Improvements and costs of any settlement representing damages, litigation costs and attorney's fees to be paid to other parties arising out of any such proceeding or suit.

The CITY may, at any time, require the SUBDIVIDER to reimburse the CITY for costs that have been, or which the CITY reasonably anticipates will be, incurred by the CITY during the course of any action. SUBDIVIDER shall reimburse the CITY within thirty (30) days of receipt of an itemized written invoice from the CITY. Failure of the SUBDIVIDER to timely reimburse the CITY shall be considered a material breach of this Agreement. All of the provisions of this paragraph 12 shall survive the completion of construction of the Improvements and completion of the Work for one year.

13. Sole and Only Agreement. This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the matters set

forth herein and contains all of the covenants and agreements between the parties regarding such matters. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or in writing, have been made by any party or anyone acting on behalf of any party which are not embodied in this Agreement and no other agreement, statement or promises shall be valid or binding.

14. Invalidity. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force and effect without being impaired or invalidated in any way.

15. Attorneys' Fees. If an action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees, costs and necessary disbursements in addition to any other reasonable relief to which he may be entitled. With respect to any suit, action or proceeding arising out of or related to this Agreement, or the documentation related hereto, the parties hereby submit to the jurisdiction and venue of the Superior Court in the County of Fresno, State of California for any proceeding arising hereunder.

16. Successors and Assigns. The covenants and agreements contained in this Agreement shall be binding upon and shall inure to the benefit of the heirs, successors and assigns of the parties hereto. This Agreement shall not be assigned by SUBDIVIDER without the express prior written consent of CITY, which consent may be withheld in the sole and absolute discretion of CITY.

17. Governing Law. This Agreement shall be construed and governed pursuant to the laws of the State of California.

18. Time of the Essence. Time is of the essence of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the ____ day of _____, 2023.

CITY OF FOWLER

FOWLER CITY MANAGER

By: _____
Wilma Tucker

APPROVED AS TO CONTENT:

By: _____
Soo Ho Park, PE
City Engineer, City of Fowler

SUBDIVIDER

K. HOVNANIAN HOMES NORTHERN
CALIFORNIA, INC., a California
Corporation

By: _____
Yahya Zakour Baayoun, Division
President

ATTEST:

By: _____
Fowler City Clerk

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Placer)

On August 29th, 2023 before me, Stephanie Gonzalez
(insert name and title of the officer)

personally appeared Yahya Zakar Baayun,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Stephanie Gonzalez (Seal)



EXHIBIT 'A'

TRACT MAP

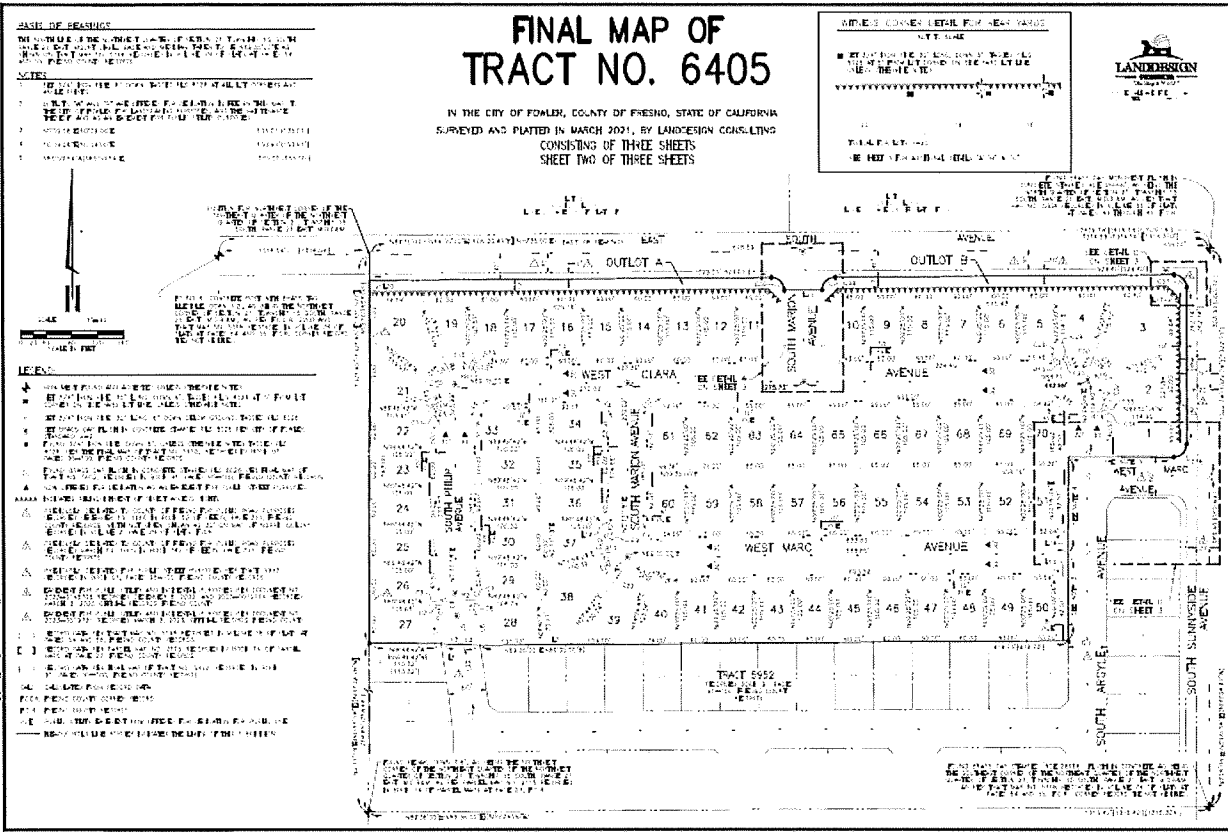


EXHIBIT "B"

IMPROVEMENT COST ESTIMATE

Estimated construction costs used in this Agreement are increased for projected inflation computed to the estimated mid-point of construction.

ESTIMATED CONSTRUCTION COST

Site Preparation

Construction of all rough grading, fencing, and wall improvements as shown on the approved improvement plans and in accordance with City Standards and Specifications.

\$ 115,283

Sanitary Sewer System

Construction of all sanitary sewerage facilities as shown on the approved improvement plans in accordance with City Standards and Specifications.

\$ 86,360

Storm Drainage System

Construction of underground cross drains, storm sewerage conductor, and disposal facilities as shown on the approved improvement plan in accordance with City Standards and Specifications.

\$ 27,800

Water System

Install all water mains, hydrants, services and appurtenances as shown on the approved Improvement Plans in accordance with City Standards and Specifications.

\$ 109,456

Dry Utilities

Install all gas, electric, telephone, cable, street lights, and other dry utilities as shown on the approved Improvement Plans in accordance with City and Utility Standards and Specifications.

\$ 22,000

Street Construction

Construct Type "B" asphalt concrete surfacing over Class 2 aggregate base, curb and gutter, sidewalk, wheelchair ramps, drive approaches, valley gutters, streetlights and misc. improvements as shown on the approved Improvement Plans in accordance with City Standards and Specifications.

\$ 702,197

Site Amenities

Construct site amenities including, but not limited to, mail boxes parks, open space, etc.

\$ 7,000

Total Estimate Construction Costs =

\$ 1,070,096

SECURITY REQUIREMENTS

Performance	\$ 1,070,096
Labor and Material	\$ 535,048
Warranty	\$ 267,524
Monumentation Security	\$ 10,000

PLAN CHECK AND INSPECTION FEE

Improvement Plan Check and Inspection Fees (3%) =	\$32,103
Less Previously Paid =	<u>\$32,103</u>
Total Due =	\$0

Actual plan check and inspections fees in excess of the total amount provided herein shall be invoiced to the Owner by the City for Payment prior to acceptance of the improvements.

DEVELOPMENT FEES

All development fees are due and payable at the time of issuance of a building permit. Development fees will be determined using the fee schedule in effect at the time of payment.

BASIS OF BEARINGS

THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 21, TOWNSHIP 15 SOUTH, RANGE 21 EAST, MOUNT DIABLO BASE AND MERIDIAN, TAKEN TO BE N89°35'00"E AS SHOWN ON TRACT MAP NO. 5198 RECORDED IN VOLUME 78 OF PLATS AT PAGES 54 AND 55. FRESNO COUNTY RECORDS.

NOTES

- | | | |
|----|---|-----------------|
| 1. | SET 3/4" IRON PIPE, 6" DOWN, TAGGED PLS 8026 AT ALL LOT CORNERS AND ANGLE POINTS. | |
| 2. | OUTLOTS "A" AND "B" ARE OFFERED FOR DEDICATION IN FEE BY THIS MAP, TO THE CITY OF FOWLER FOR LANDSCAPING PURPOSES, AND THE MAINTENANCE THEREOF, AND AS AN EASEMENT FOR PUBLIC UTILITY PURPOSES. | |
| 3. | N0'09'06"E\N0'09'06"E\ | 135.01'\135.01' |
| 4. | N0'09'06"E\N0'09'06"E\ | 150.91'\150.91' |
| 5. | N89'50'54"W\N89'50'54"E\ | 165.00'\165.00' |

IN THE CITY OF FOWLER, COUNTY OF FRESNO, STATE OF CALIFORNIA
SURVEYED AND PLATTED IN MARCH 2021, BY LANDDESIGN CONSULTING
CONSISTING OF THREE SHEETS
SHEET TWO OF THREE SHEETS

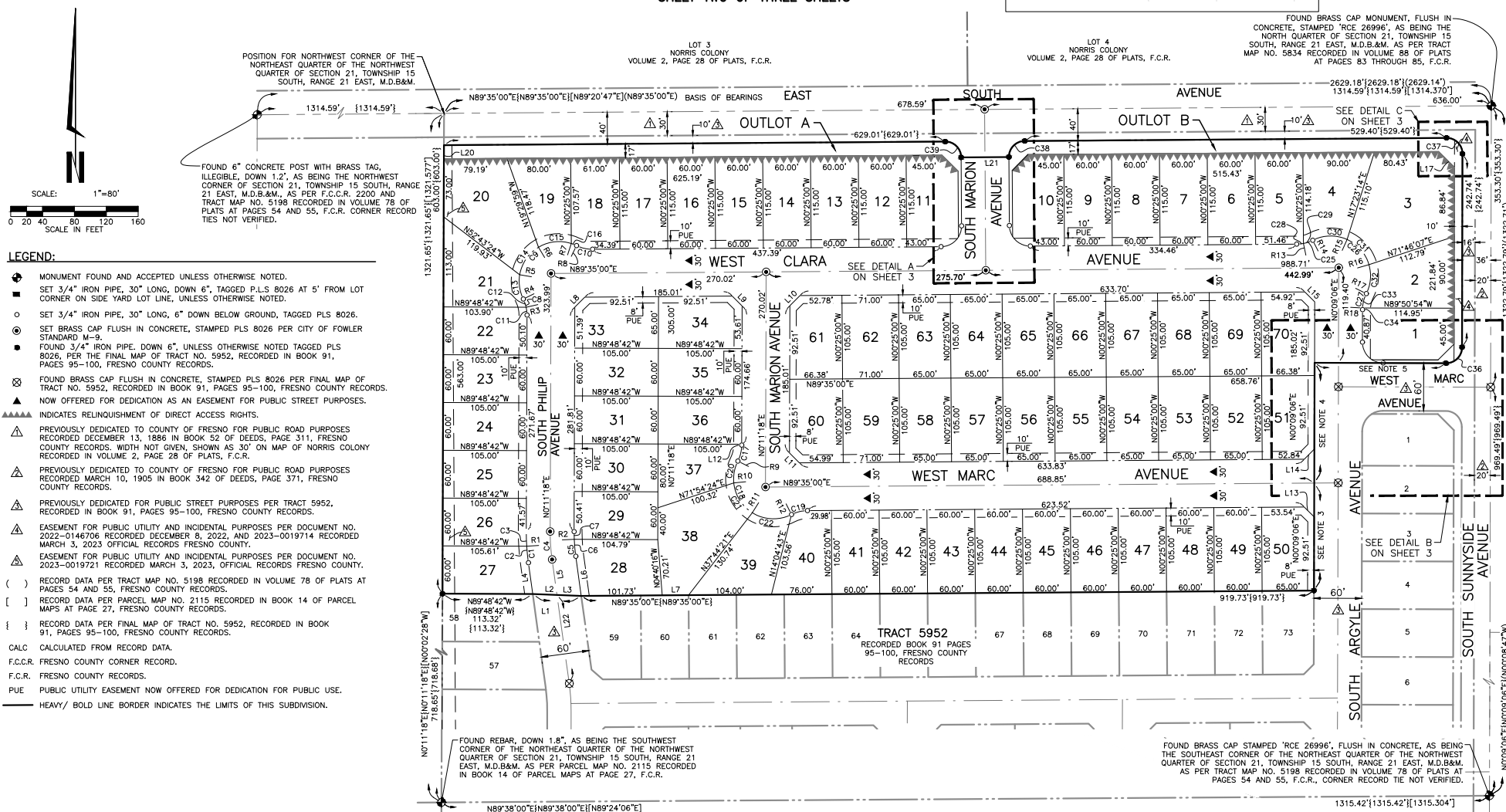
WITNESS CORNER DETAIL FOR REAR YARDS

NOT TO SCALE

- SET 3/4" IRON PIPE, 30" LONG, DOWN 6", TAGGED P.L.S 8026 AT 5' FROM LOT CORNER ON SIDE YARD LOT LINE, UNLESS OTHERWISE NOTED.

20

SEE SHEET 3 FOR ADDITIONAL DETAILS "A", "B" & "C"



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CITY COUNCIL MEETING

REPORT TO THE CITY COUNCIL

DATE: September 5, 2023

FROM: SOO HO PARK, City Engineer

SUBJECT: Actions pertaining to the water rate study and formation of citywide community facilities district:

- i. APPROVE the Second Amendment to the Agreement with DTA Finance in the amount of \$14,307, for a total contract amount of \$90,947, and authorize the City Manager to execute the Second Amendment.
- ii. APPROVE Resolution No. 2676 adopting a budget amendment in the amount of \$14,307.

EXECUTIVE SUMMARY

This action will allow DTA Finance Staff to prepare an additional water rate study iteration based on the July 18, 2023 City Council direction.

BACKGROUND

On February 1, 2022, City Council approved an Agreement in the amount of \$68,500 with DTA Finance for a water rate study and formation of citywide community facilities district. On July 18, 2023, City Council approved a First Amendment to the Agreement which increased the contract amount to \$76,640. Additionally, at the same meeting, City Council considered the latest water rate structure proposal presented by DTA Finance. After considering the proposal, City Council provided direction to revise the rate structure by increasing the residential base rate water usage allowance and evaluating options to make commercial and industrial rates more competitive with neighboring jurisdictions. This Second Amendment will allow DTA Finance to perform the necessary revisions to propose a different residential & industrial rate structure as requested.

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 PF-1

Fowler provides reliable public facilities, utilities, and community services that meet the needs of the existing community and planned growth.

General Plan Goal ED-3

Fowler invests in necessary infrastructure, resources, and beautification to ensure the success of economic development strategies.

General Plan Policy PF-17

Continue to establish development fees and user rates that are sufficient to operate, maintain, and upgrade (for current and future regulatory requirements) the City's water, wastewater, and stormwater infrastructure.

FISCAL IMPACT

The Amendment would result in an additional \$14,307 for the added project scope and increase the total contract amount to \$90,947. The project is funded through the Water Department.

CONFLICT OF INTEREST

Staff is not aware of any conflicts of interest.

Attachments

- Second Amendment
- First Amendment (July 18, 2023)
- Professional Services Agreement (February 1, 2022)
- Resolution No. 2676

**SECOND AMENDMENT TO THE FEBRUARY 1, 2022 PROFESSIONAL SERVICES
AGREEMENT FOR WATER RATE STUDY AND COMMUNITY FACILITIES DISTRICT
FORMATION BETWEEN THE CITY OF FOWLER AND DAVID TAUSSIG AND
ASSOCIATES, INC. DBA DTA**

- A. The City of Fowler ("City") desires modifications to the services beyond the scope of the Professional Services Agreement for water rate study and community facilities district formation services dated February 1, 2022 ("Agreement").
- B. The total amount to be paid by the City to David Taussig and Associates, Inc. dba DTA as stated in Section 4 of the Agreement was originally Sixty-Eight Thousand Five Hundred Dollars (\$68,500) which was subsequently increased to an amount not to exceed Seventy-Six Thousand and Six Hundred Forty Dollars (\$76,640) with the first amendment on July 18, 2023. The total amount to be paid pursuant to the Agreement is hereby revised to an amount not to exceed Ninety Thousand and Nine Hundred Forty-Seven (\$90,947).
- C. An additional scope of work is authorized for David Taussig and Associates, Inc. dba DTA to furnish, on a time and materials basis, an additional iteration of the water rate structure.
- D. All other terms and conditions remain unchanged. It is the intention of the parties that except for the changes explicitly listed above, all other terms and conditions of the Agreement and any other Exhibits, Attachments or Addenda thereto shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have entered into this First Amendment on September 5, 2023.

**DAVID TAUSSIG AND
ASSOCIATES, INC.
DBA DTA**

CITY OF FOWLER

David Taussig
President

Wilma Tucker
City Manager

Date: _____

Date: _____

5000 Birch Street, Suite 3000
Newport Beach, CA 92660
(800) 969-4382

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

**FIRST AMENDMENT TO THE FEBRUARY 1, 2022 PROFESSIONAL SERVICES
AGREEMENT FOR WATER RATE STUDY AND COMMUNITY FACILITIES DISTRICT
FORMATION BETWEEN THE CITY OF FOWLER AND DAVID TAUSSIG AND
ASSOCIATES, INC. DBA DTA**

- A. The City of Fowler ("City") desires modifications to the services beyond the scope of the Professional Services Agreement for water rate study and community facilities district formation services dated February 1, 2022 ("Agreement").
- B. The total amount to be paid by the City to David Taussig and Associates, Inc. dba DTA as stated in Section 4 of the Agreement is currently listed as Sixty-Eight Thousand Five Hundred Dollars (\$68,500). The total amount to be paid pursuant to the Agreement is hereby revised to an amount not to exceed Seventy-Six Thousand and Six Hundred Forty Dollars (\$76,640).
- C. An additional scope of work is authorized for David Taussig and Associates, Inc. dba DTA to furnish, on a time and materials basis, a unique water rate structure for industrial users.
- D. All other terms and conditions remain unchanged. It is the intention of the parties that except for the changes explicitly listed above, all other terms and conditions of the Agreement and any other Exhibits, Attachments or Addenda thereto shall remain in full force and effect.

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

**DAVID TAUSSIG AND
ASSOCIATES, INC.
DBA DTA**

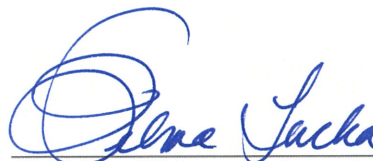


David Taussig
President

Date: July 12, 2023

(800) 969-4382
18201 Von Karman Avenue, Suite 220
Irvine, CA 92612

CITY OF FOWLER



Wilma Tucker
City Manager

Date: 7/18/2023

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

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 David Taussig and Associates, Inc. dba DTA ("Consultant") with respect to the following recitals, which are a substantive part of this Agreement. This Agreement shall be effective on February 1, 2022 ("Effective Date").

RECITALS

- A. City desires to obtain water rate study and community facilities district formation 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 warrants and 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 sixty eight thousand five hundred dollars (\$68,500).

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 best 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. 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. 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. Notwithstanding the above, computer

software (including without limitation financial models, compilations of formulas and spreadsheet models), prepared by Consultant are Instruments of Service of Consultant and shall remain the property of Consultant. Consultant shall likewise retain all common law, statutory and other reserved rights, including the copyright thereto.

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 warrants 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: For Convenience. City may at its discretion terminate this Agreement for convenience and without cause upon ten (10) days prior written notice to Consultant. 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.

CONSULTANT

By: 
David Taussig
President

Date: 1/27/22

Party Identification and Contact Information:

Consultant

David Taussig and Associates, Inc. dba DTA
5000 Birch Street, Suite 3000
Newport Beach, CA 92660
800.969.4DTA

CITY OF FOWLER

By: _____
Wilma Quan
City Manager

Date: _____

City

City of Fowler
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, Consultant shall take out and maintain at its own expense the insurance coverage required by this **Exhibit C**. 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 \$1,000,000.00 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 \$1,000,000 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.

RESOLUTION NO. 2676**A RESOLUTION OF THE COUNCIL OF THE CITY OF FOWLER
APPROVING AND ADOPTING THE BUDGET AMENDMENT FOR ADDITIONAL COST
RELATED TO THE WATER RATE STUDY**

WHEREAS, the FY 2023/2024 Annual Budget reflects the City of Fowler's ongoing commitment to providing core services; and

WHEREAS, the FY 2023/2024 Annual Budget was approved by the City Council on June 06, 2023 by Resolution 2645, and any subsequent amendments must be approved by Resolution; and

WHEREAS, the budget amendment request attached hereto specifies the details of the proposed appropriations for the water rate study; and

NOW, THEREFORE, BE IT RESOLVED, the Fowler City Council hereby resolves that the FY 2023/2024 budget be amended to reflect the amount as described in the attachment hereto.

PASSED, APPROVED AND ADOPTED this 5th day of September 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 2676

Requested by: Margarita Moreno			
		Budget Amounts	
Account Numbers:	Fund Name Description	Increase	Decrease
Revenues:			
500	Fund Balance		\$14,307
Appropriations:			
500-5000-5710	Improvements-Water	\$14,307	
Reason(s) for Budget Amendment: <p>To align the expenses and revenues to the 2023/2024 budget, staff is requesting a budget amendment to appropriate funding for an additional iteration of the water rate study by DTA Finance.</p> <p>Department Director _____ Date _____</p>			
Approval Required Budget Amendment: <p>Finance Director _____ Date _____ <div style="text-align: center;">Signature</div></p> <p>City Manager _____ Date _____ <div style="text-align: center;">Signature</div></p> <p>City Council: <input type="checkbox"/> Approved <input type="checkbox"/> Resolution # _____ <input type="checkbox"/> Denied Date _____</p>			



CITY COUNCIL SPECIAL MEETING

REPORT TO THE CITY COUNCIL

DATE: September 5, 2023

FROM: MICHAEL REID, Police Chief

SUBJECT: ACTIONS pertaining to the design of the David T. Cardenas Senior Center and Police Headquarters:

1. APPROVE a First Amendment in the amount of \$150,632 to the agreement with Dewberry Architects, Inc., for a total amount of \$680,376.
2. APPROVE Budget Resolution No. 2677 in the amount of \$150,632.

EXECUTIVE SUMMARY

On February 1, 2022, the Fowler City Council approved a \$530,376 agreement with Dewberry to design a police department, community center, and training center in Fowler. As the scope and size of the building has evolved, Dewberry has and will incur additional costs to complete this scope of work. After extensive negotiations, staff believe this amount is reasonable and recommend approval.

BACKGROUND

In late 2021, the City solicited a request for qualifications for firms to provide police department, community center, and training center design and planning services. Several firms expressed interest and ultimately two proposals were received. During the review process, the second proposer removed themselves from further consideration. Staff conducted an interview and site visit with Dewberry and determined based on their performance during the process, and experience with similar projects, selected Dewberry to perform the scope of work.

On February 1, 2022, the Fowler City Council approved a \$530,376 agreement with Dewberry to design and provide planning services for a police department, community center, and training center in Fowler. Dewberry began their due diligence by meeting with the Police Department and Senior Center staff to begin programming the design and functionality of the building. Initial programming by July 2022 had the Police Department designed at 13,413.92 square feet.

In August 2022, the newly appointed Police Chief began familiarizing himself with the project by reviewing the written documents that had been produced as well as the current design elements. In working with Dewberry and changing some of the interior layout of the police headquarters, the city was able to design a more functional workspace that could accommodate

future growth and meet the current needs of the Department. As a result, the floorplan of the Police Department was reduced to 10,539 square feet. At Dewberry's estimated construction cost of \$1,200 per square foot, this represents a potential savings for the city of nearly \$3.45 million dollars. The total square footage of the David T. Cardenas Senior Center and Police Headquarters as it is presently designed is 16,486.

Based on the finalized floor plan, Dewberry was able to develop elevations and exterior designs which were presented to residents, City Council, and Staff to determine the final design. On March 6, 2023, Dewberry presented these findings to the City Council and the craftsman design was approved.

Based on the increased size and scope of the now-approved design, Dewberry requested an increase in their contract amount proportional to the increase in the scope of work needed to complete the engineering and design of the building for not only the Dewberry architects but for the sub engineers that have been working on the project. Dewberry has also requested that \$61,102.00 from the original February 2, 2022, contract which was designated for construction management service be reallocated by Dewberry to design and engineering costs for this project as detailed in Attachment A-Scope of Work.

Dewberry has assured the City of Fowler they are still able to complete the planning, design, and engineering work for this project, and deliver approved plans and construction documents needed to advertise a construction bid in early 2024.

PUBLIC NOTICE

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

ENVIRONMENTAL REVIEW

Pursuant to the California Environmental Quality Act (CEQA), an agency must complete environmental review prior to committing itself to a definite course of action in regard to a proposed project (CEQA Guidelines Section 15352). Environmental review must occur as early as feasible in the planning process to enable environmental considerations to influence project program and design, yet late enough to provide meaningful information for environmental assessment (CEQA Guidelines Section 15004(b)).

At this time, the City Council is not taking any action that would constitute approval of a Project.

The City Council retains full discretion either to approve or disapprove the project. The appropriation of funds for further study is therefore exempt from environmental review pursuant to CEQA Guidelines, Section 15262 (feasibility and planning studies for possible future actions that have not been approved, adopted, or funded), as well as the general rule that CEQA only applies to "projects" that have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA (CEQA Guidelines, Section 15061(b)(3)).

GENERAL PLAN CONSISTENCY

This action is consistent with:

General Plan Policy PF-8

Provide City departments with adequate office and building space for employee workspace and equipment storage.

General Plan Policy PF-10

Form proactive community partnerships that develop responsible ownership for public safety in Fowler, inform the public in how they can improve their personal safety; use a preventative approach that is issue-oriented; support innovative approaches to problem-solving; establish mutual trust and communication among Police Services staff and the community; and provide positive role models and values through activities in the neighborhoods and community as a whole.

FISCAL IMPACT

The fiscal year 2022-23 budget included a \$135,000 appropriation from Police Impact Fees for this Agreement. The fiscal year 2023-24 budget included a \$3,200,000 appropriation from Measure N funds, \$450,000 appropriation from Police Impact Fees, \$1,030,000 appropriation from Parks Impact Fees, \$125,000 appropriation from General Services Impact Fees, and \$4,000,000 from AB178 State of CA Arambula allocation for this Agreement. A mid-year budget adjustment will include an allocation for this First Amendment.

CONFLICT OF INTEREST

Staff is not aware of any conflicts of interest.

Attachments

- First Amendment
- Dewberry Scope of Work dated August 29, 2023
- Resolution No. 2677
- Professional Services Agreement Dated February 1, 2022

**FIRST AMENDMENT TO THE AGREEMENT FOR THE DESIGN OF THE POLICE
HEADQUARTERS AND SENIOR CENTER DATED FEBRUARY 1, 2022
BETWEEN THE CITY OF FOWLER AND DEWBERRY ARCHITECTS, INC.**

- A. The City of Fowler (“City”) desires modifications to the products and services beyond the scope of the Agreement for the Design of the Police Headquarters and Senior Center, dated February 3, 2022. (“Agreement”).
- B. The June 30, 2024, Agreement termination date as stated in Section 3 of the Agreement will also be the termination date for the first amendment.
- C. The total amount paid by the City to Dewberry Architects, Inc., as stated in Section 4 of the Agreement is currently listed as five hundred thirty thousand, three hundred seventy-six dollars (\$530,376). The total amount to be paid pursuant to the Agreement is hereby revised to an amount not to exceed six hundred eighty-one thousand, eight dollars (\$681,008).
- D. An additional scope of work as further described in **EXHIBIT A**, authorizes Dewberry Architects, Inc., to additional architecture and engineering services for the design of the David T. Cardenas Senior Center & Police Headquarters due to an increase in project size. **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 September 5, 2023.

CONSULTANT

Erica Nelles

Digitally signed by Erica Nelles
DN: C=US,
E=enelles@dewberry.com,
OU=Dewberry Architects Inc.,
CN=Erica Nelles
Date: 2023.08.31 11:48:45-04'00'

Erica Nelles
Senior Principal

Date: August 31, 2023

Consultant

Dewberry Architects Inc.,
1760 Creekside Oak Drive, Suite 280
Sacramento, CA 95833
(916) 239-7244

CITY OF FOWLER

Wilma Tucker
City Manager

Date: _____

City

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

Contract Amendment

This is an amendment to the scope of work outlined in Attachment A of the original agreement dated February 3, 2022 and executed/signed on February 22, 2022 for architectural and engineering service for a total fee in the amount of \$530,376.00 (Five Hundred Thirty Thousand, Three Hundred and Seventy-Six Dollars). The amendment is for additional architecture and engineering services for the design of the David T. Cardenas Senior Center & Police Headquarters due to an increase in project size from the original contract of approximately 7,500-8,500 square feet to its current size of approximately 16,167 square feet.

This amendment removes and reallocates the construction administration services for \$61,102.00 (Sixty-One Thousand One Hundred Two Dollars) to the initial design phase services of the project and adds an additional \$150,632.00 (One Hundred Fifty Thousand Six Hundred Thirty-Two Dollars) to the contract for additional design phase services.

The total amended contract compensation amount for this revised scope is \$681,008.00 (Six Hundred Eighty-One Thousand Eight Dollars).

Project Description

The project is defined as a new, combined senior center and police headquarters located on the former site of the Edwin Blayney Senior Center. *(See attached site plan/floor plan exhibit)*

Site Description

This site is located on the corner of North 3rd Street and East Merced Street and is approximately 1.0 acres in size. Following the planned demolition of the site and existing facility by the City of Fowler, this project will include the new police headquarters and senior center, secured police and staff parking lot with approximately 23 vehicle parking spaces, new civic plazas along North 3rd Street and East Merced Street, generator/electrical equipment screened enclosure, K-9 kennel enclosure, security fencing and gates around the parking lot, and monument sign. Per discussions with the City of Fowler, the new building footprint will follow the 15' building setback along East Merced Street but will be allowed to encroach into the 15' setback on the North 3rd Street side but still remaining clear of the 10' landscape setback.

Facility Description

The new facility includes approximately 10,520 square feet for the police headquarters (which includes 1,436 square feet of public space including a community room and public lobby) and an additional 5,647 square feet for the senior center functions. Spaces included as follows:

Public Spaces

Lobby
Community Room
Citizen's Room
Restrooms

Police Headquarters

Administration Offices
Investigations Division
Records Division
Patrol Division

Evidence and Property Division
Support Spaces

Senior Center

Reading Room
Senior Center Multi-use Room
Kitchen
Staff Offices and Support Spaces
Restrooms

Architectural and Engineering Services

The following architectural and engineering services are included in the scope of work as described above, as outlined in the milestone project below and as follows:

- Programming, concept design
- Community engagement and outreach
- Architectural design services including Schematic Design, Design Development, Construction Documents, and Approval/Bid Documents
- Structural design to meet the Essential Services Buildings Seismic Safety Act
- Mechanical, electrical, and plumbing (MEP) design
- Site Survey and civil engineering design including SWPPP documents
- Cost estimation services for multiple phases including Conceptual Design, Schematic Design, 50% Design Documents, and 95% Design Documents

Exclusions

The following items are excluded from the scope of work or provided by the City of Fowler:

- Improvements to the existing alley behind the facility other than necessary reconstruction of the alley due to construction activities associated with the new facility construction.
- Improvements to North 3rd Street and East Merced Street other than curb new curb cuts as required for the new facility design for roadway entrances and site accessibility.
- On-site stormwater retention or detention (not needed for the project site per the City of Fowler)
- Utility coordination for services to the site including but not limited to electrical, water, stormwater/sanitary sewer, gas, data/phone/cable service. The City of Fowler is responsible for coordinating and obtaining services to the site. Any design services associated with improvements required by the utility companies are excluded from this contract.
- Geotechnical and testing services (to be contracted directly by the City of Fowler).
- Signage (other than code required signage, building signage, dedication plaque, and monument signs)
- Building demolition and/or building demolition plans
- Design services related to Furniture, fixtures, and equipment (FF&E) including movable furniture, fixtures, or other equipment that have no permanent connection to the structure of a building including but not limited to desks, chairs, computers, electronic equipment, tables, bookcases, and partitions. Dewberry will coordinate with vendors for required infrastructure including power and data.
- Construction administration services (to be considered following the project bid)
- Commissioning Services for MEP systems during construction administration (to be contracted directly by the City of Fowler).

Anticipated Milestone Project Schedule

	Task/Milestones	Billing Schedule			
		Original Invoice Amount	Reallocation of CA Phase	Additional Services Request	Updated Invoice Amount
1	Kick-off Meeting/ Visioning				
	Completed				
2	Assessment/ Programming	\$51,430		\$0	\$51,430
	Completed				
3	Space Needs/ Concept Design	\$69,264		\$0	\$69,264
	Completed				
4	SD/DD Design Phase	\$92,586	\$61,102	\$48,482	\$202,170
	9/29/2023 (SD)				
	10/27/2023 (DD)				
5	Prelim. Construction Docs	\$147,399		\$60,323	\$207,722
	12/22/2023				
6	Final Construction Docs	\$53,190		\$21,020	\$74,210
	1/19/2024				
7	Permit (Bid Docs) & Approval Docs	\$55,405		\$20,807	\$76,212
	2/8/2024				
8	Construction Admin Phase (TBD)	\$61,102	-\$61,102		TBD
	Spring 2024	\$530,376	\$0	\$150,632	\$681,008

REVISIONS		
NO.	DESCRIPTION	DATE

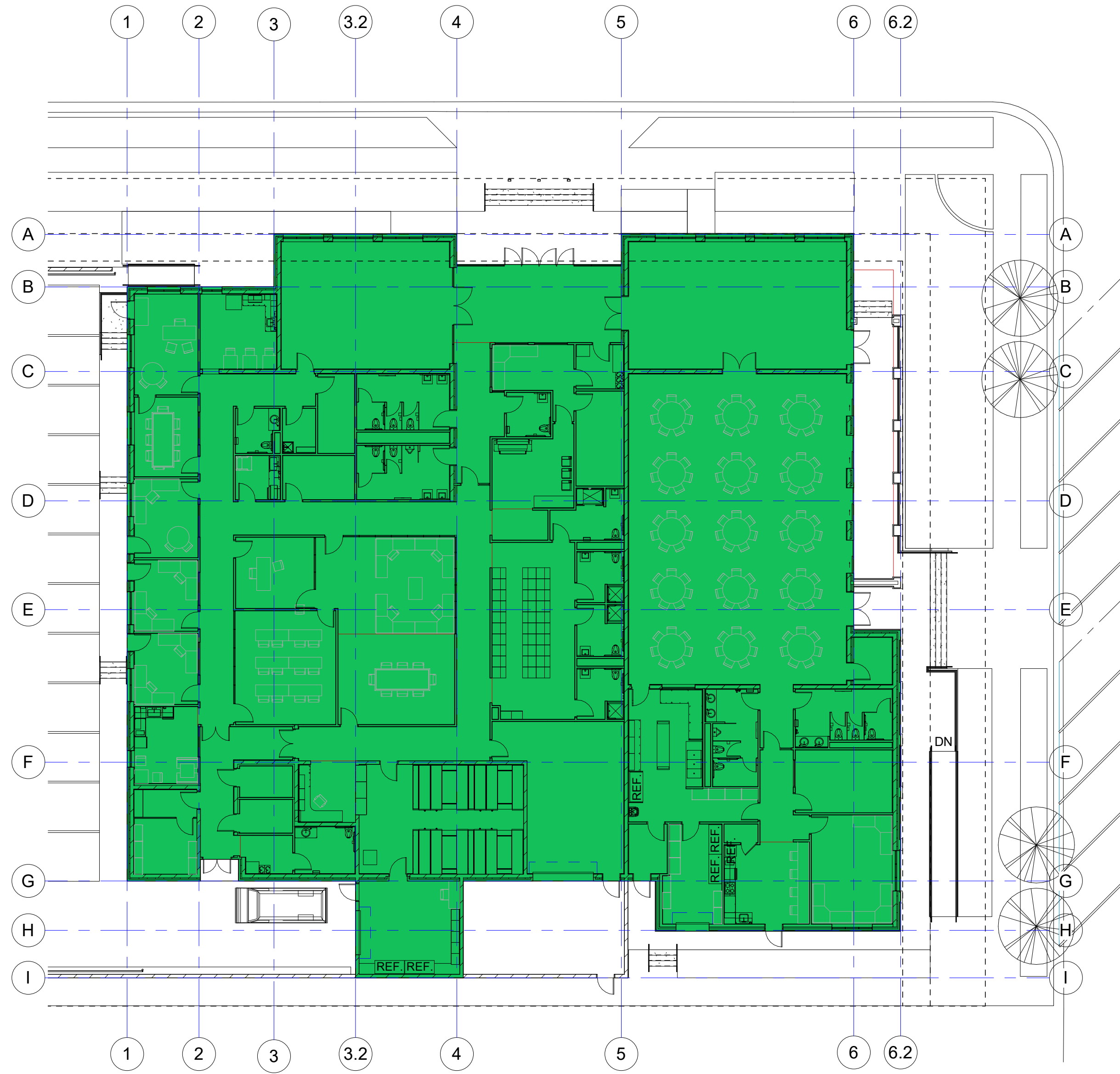
DRAWN BY _____ Author
APPROVED BY _____ Approver
CHECKED BY _____ Checker
DATE _____ 2023/03/09
TITLE

GROSS AREA

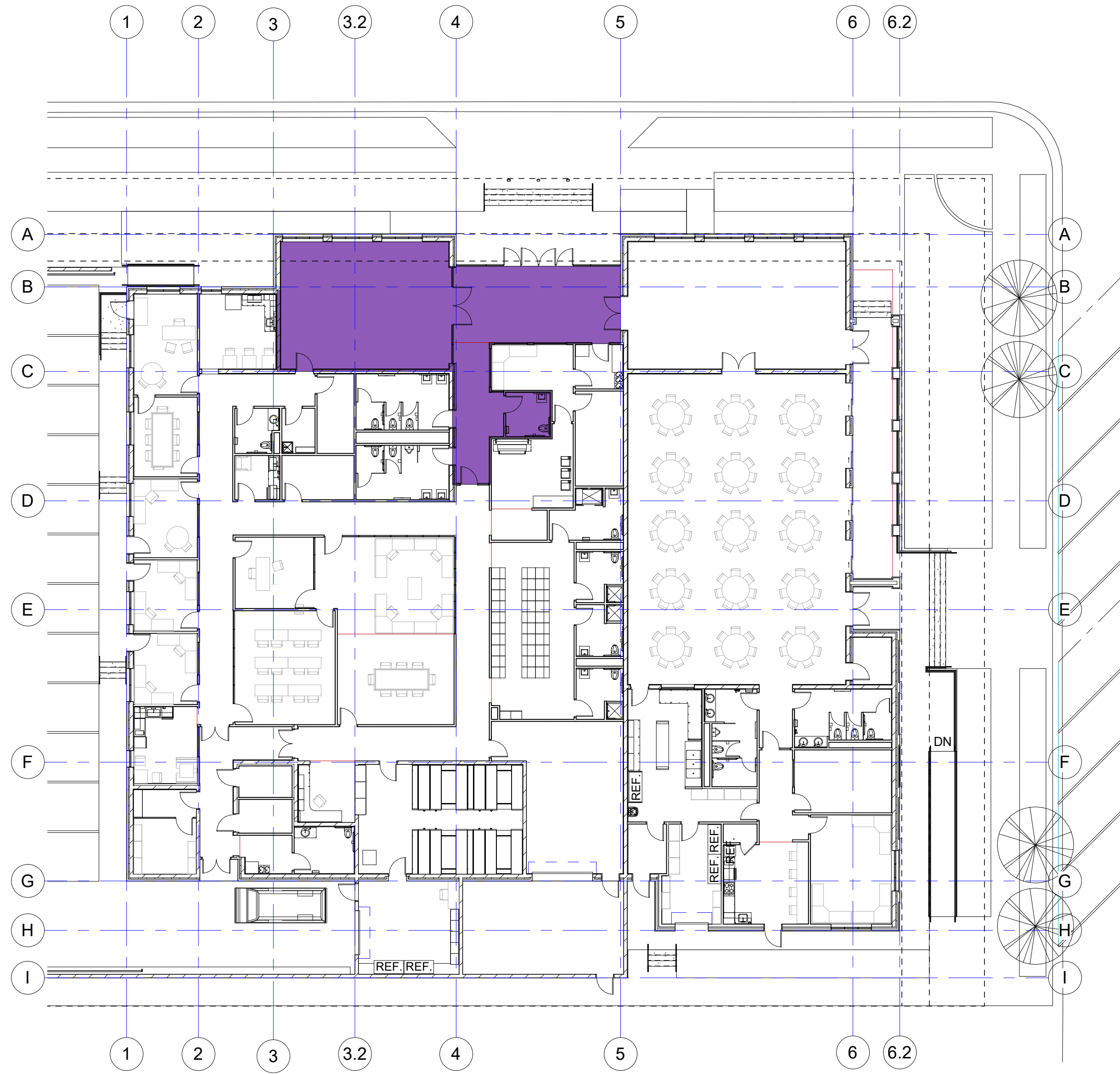
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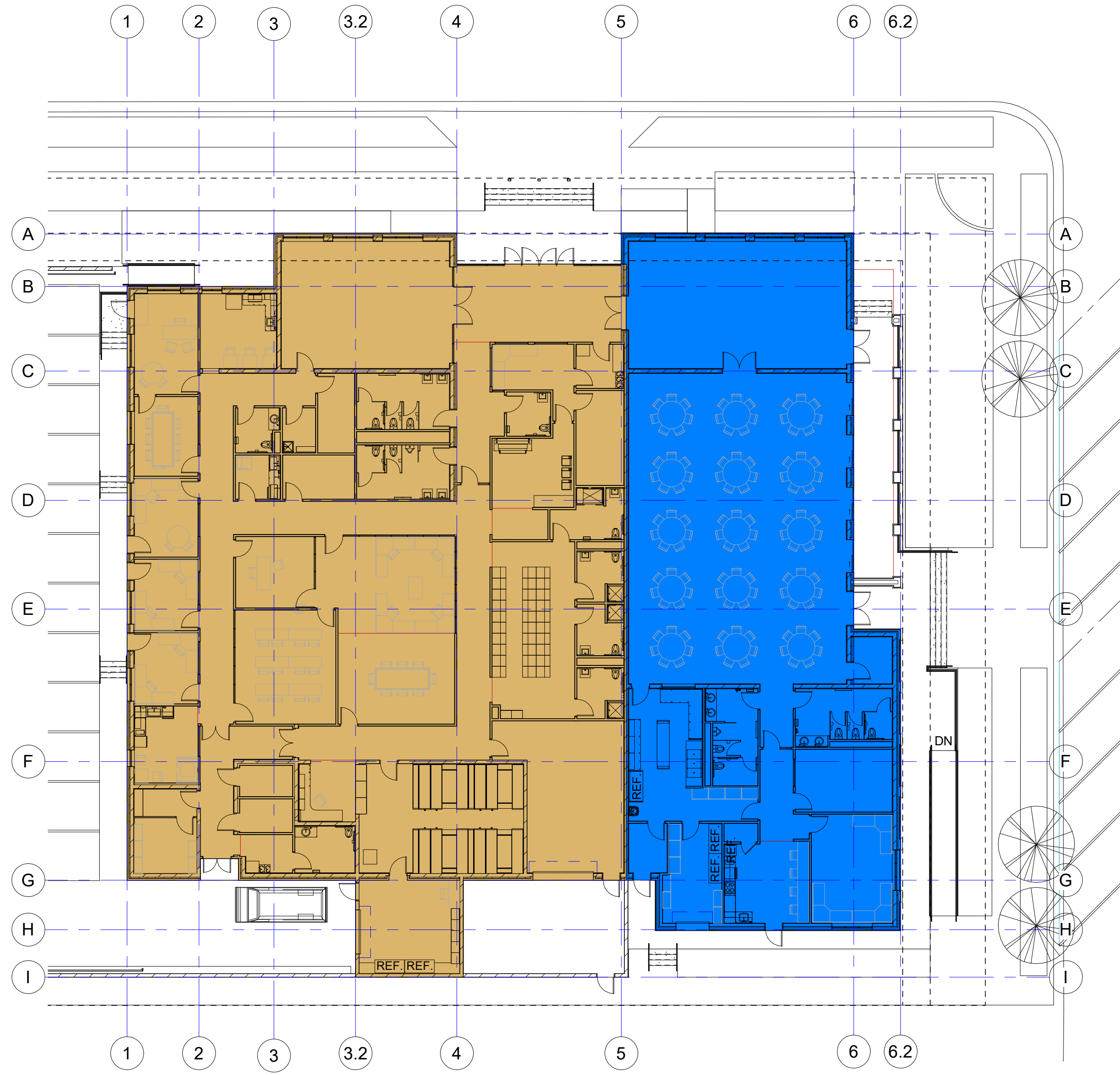
SHEET NO. 80



1 FIRST FLOOR OVERALL GROSS AREA
Scale: 1/16" = 1'-0"



2 FIRST FLOOR PUBLIC AREA
Scale: 1/16" = 1'-0"



3 FIRST FLOOR OVERALL GROSS AREA_SEPERATED
Scale: 1/16" = 1'-0"

SENIOR CENTER GROSS AREA:
5647 SF
POLICE STATION GROSS AREA:
10520 SF

OVERALL GROSS
AREA: 16167SF

PUBLIC AREA: 1436 SF

RESOLUTION NO. 2677

**A RESOLUTION OF THE COUNCIL OF THE CITY OF FOWLER
 APPROVING AND ADOPTING THE BUDGET AMENDMENT FOR \$150,632 FOR
 DEWBERRY ARCHITECTS INC., TO PROVIDE ADDITIONAL ARCHITECTURE AND
 ENGINEERING SERVICES FOR THE DESIGN OF THE DAVID T. CARDENAS SENIOR
 CENTER AND POLICE HEADQUARTERS.**

WHEREAS, the FY 2023/2024 Annual Budget reflects the City of Fowler's ongoing commitment to providing core services; and

WHEREAS, the FY 2023/2024 Annual Budget was approved by the City Council on June 06, 2023, by Resolution 2645, and any subsequent amendments must be approved by Resolution; and

WHEREAS, the budget amendment request attached hereto for additional architecture and engineering services for the design of the David T. Cardenas Senior Center & Police Headquarters due to an increase in project size from the original contract.

NOW, THEREFORE, BE IT RESOLVED, the Fowler City Council hereby resolves that the FY 2023/2024 budget be amended to reflect the \$150,632 as described in the attachment hereto.

PASSED, APPROVED AND ADOPTED this 5th day of September 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 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 Dewberry Architects Inc. ("Consultant") with respect to the following recitals, which are a substantive part of this Agreement. This Agreement shall be effective on February 1, 2022 ("Effective Date").

RECITALS

- A. City desires to obtain police department, community center, and training center design and 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 warrants and 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 five hundred thirty thousand, three hundred seventy-six dollars (\$530,376).

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 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. Upon payment in full of all amounts due to Consultant by the City, 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 for the Project as it sees fit. 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. 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. Any reuse, modification, or derivative work prepared by a third party to the Work Product shall be done at City's sole risk and without any liability to Consultant.

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 warrants 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: For Convenience. City may at its discretion terminate this Agreement for convenience and without cause upon ten (10) days prior written notice to Consultant. 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 two business days 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.

CONSULTANT

By: Erica Nelles
[Erica Nelles]
[Senior Principal]

Date: February 3, 2022

CITY OF FOWLER

By: 
Wilma Quan
City Manager

Date: 2/22/22

Party Identification and Contact Information:

Consultant

Dewberry Architects Inc.
1760 Creekside Oaks Drive, Suite 280
Sacramento, CA 95833
916.239.7244

City

City of Fowler
128 South 5th Street
Fowler, CA 93625
559.834.3113

EXHIBIT A

Scope of Services



Dewberry Architects, Inc.
1760 Creekside Oaks Drive, Suite 280
Sacramento, CA 95833

December 20, 2021

Thomas W. Gaffery IV
Community Development Director
City of Fowler
559.834.3113 x103

**RE: City of Fowler
Police Headquarters
Fee Proposal – Rev. 2**

Dear Mr. Gaffery,

Dewberry Architects Inc. is pleased to submit the following revised Scope of Services, Fee Proposal, and milestone schedule for the City of Fowler Police Headquarters. At your convenience, please review the enclosed Scope of Work, hourly rates, and labor hours for programming and concept design, schematic design and community engagement, construction documents, and construction administration.

We understand the scope of work for this project to include site and architectural design for a new police headquarters and an attached senior center. We propose a lump sum fee of **\$530,376 (Five Hundred Thirty Thousand, Three Hundred and Seventy Six Dollars)** based on the attached table (line item scope for design services). We have included work for:

- Programming, concept design, architectural design,
- Community engagement and outreach via Project Website
- Structural design to meet Essential Services Buildings Seismic Safety Act,
- Mechanical and plumbing design,
- Electrical engineering,
- Site survey and civil engineering,
- Hazardous materials testing.

Feel free to contact me with any questions, and to discuss the next steps moving forward. We look forward to working together with you on this project.

Regards,
Dewberry Architects Inc.

A handwritten signature in black ink, appearing to read "Will Oren", with a stylized flourish at the end.

Will Oren, AIA,
Senior Project Architect

Cc:

- File
- Larry Hlavacek, Principal
- Erica Nelles, Principal

Mr. Thomas Gaffery IV
Architectural Services Fowler PD
December 20, 2021

DEWBERRY AGREEMENT #:
TASK ORDER #TBD

Milestone Project and Anticipated Billing Schedule

Please refer to the attached detailed schedule.

1. Kickoff meeting, Visioning Workshop
 - a. 2/8/2022
2. Assessment and Programming Complete
 - a. 3/25/2022
 - b. Invoice amount: \$51,430
3. Space needs report & Conceptual Design Options
 - a. 4/22/2022
 - b. Invoice amount: \$ 69,264
4. Design Development Phase Complete
 - a. 6/13/2022
 - b. Invoice amount: \$92,586
5. Prelim Construction Documents
 - a. 7/18/2022
 - b. Invoice amount: \$147,399
6. Final Construction Documents
 - a. 8/29/2022
 - b. \$53,190
7. Permit and Approval Set
 - a. 9/26/2022
 - b. Invoice amount: \$55,405
8. Bid & Construction Phase
 - a. Bidding & Addenda Period : 12 weeks
 - b. Construction Anticipated: 14 months
 - c. Invoice amount: \$61,102

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		Plan Review: Issue construction documents to Community Development Department for review and approval and design team response to review comments			2	8	12	16				1	4	2								2	12	12					8	8									
		Cost Estimate: Final budgetary cost estimate based on FINAL CDs			2	2							1										8						8	8									
			subtotal	subtotal																																			
		Hours	2390		62	168	336	432				2	12	120	126		0	0	0	0	8	30	38				56	208	142	0		36	78	196	186	6	90	58	
		Fee	\$ 348,580.00		\$ 17,360	\$ 35,280	\$ 36,960	\$ 62,640	\$ 800	-		\$ 656	\$ 2,664	\$ 22,200	\$ 20,538		\$ -	\$ -	\$ -	\$ -	\$ 952	\$ 5,220	\$ 4,940				\$ 10,920	\$ 30,160	\$ 12,070	\$ -		\$ 6,840	\$ 12,870	\$ 22,540	\$ 17,670	\$ 1,140	\$ 15,750	\$ 8,410	
		3 PHASE III - BIDDING, PRE-CONSTRUCTION, AND CONSTRUCTION ASSISTANCE																																					
		Provide Bidding, Pre-Construction, and Construction Administration																																					
		Attend Pre-Bid Meeting				8	0	8					8																										
		Review and respond to RFI's and develop addendum				4	8	20				1	24	1																									
		Review submittals and shop drawings for conformance with the contract documents			0	12	24	40				1	16																										
		Hours	412		0	24	32	68				0	2	48	1		0	0	0	0	0	0	0				13	30	16	78		4	32	40	16		0	8	0
		Fee	\$ 61,102.00		\$ -	\$ 5,040	\$ 3,520	\$ 9,860	\$ 2,000	\$ 1,200		\$ -	\$ 444	\$ 8,880	\$ 163		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				\$ 2,535	\$ 4,350	\$ 1,360	\$ 8,190		\$ 760	\$ 5,280	\$ 4,600	\$ 1,520	\$ -	\$ 1,400	\$ -	
		Project Total																																					
		Total Hours	3362		94	287	529	642				3	17	193	135		7	47	8	0	8	30	38				69	238	158	78		40	110	236	202		7	128	58
		Total Fee	\$ 530,376.00		\$ 26,320	\$ 60,270	\$ 58,190	\$ 93,090				\$ 984	\$ 3,774	\$ 35,705	\$ 22,005		\$ 1,330	\$ 6,251	\$ 904	\$ -	\$ 952	\$ 5,220	\$ 4,940				\$ 13,455	\$ 34,510	\$ 13,430	\$ 8,190		\$ 7,600	\$ 18,150	\$ 27,140	\$ 19,190	\$ 1,330	\$ 22,400	\$ 8,410	
		-																																					
		Total Fee	\$ 530,376.00																																				

	Professional IV, To Be Determined	Professional III, To Be Determined	Professional III, To Be Determined			
	\$160.00	\$148.00	\$148.00		EXPENSES	SUBT
4.1 Prepare Project Marketing Materials for Outreach	0	0	0		\$0.00	\$ -
4.2 Coordinate and Facilitate Farmers Market Booth and Pop-Up Events	0	0	0		\$0.00	\$ -
4.3 MetroQuest Survey: Project Introduction to Community	0	0	0		\$0.00	\$ -
4.4 StoryMap: Demonstrate Project Need and Next Steps	30	0	20		\$0.00	\$ 7,760.00
4.5 MetroQuest Survey: Project Update and Deeper Dive	0	0	0		\$0.00	\$ -
4.6 Stakeholder Outreach Meetings	0	0	0		\$0.00	\$ -
4.7 Community Meetings (Hybrid)	12	12	0		\$600.00	\$ 4,296.00
4.8 Develop and Maintain Project Website	40	10	0		\$3,500.00	\$ 11,380.00
82 22 20						
				COMMUNITY ENGAGEMENT \$ 23,436		

Mon 12/20/21

City of Fowler - Police HQ



Project: Milestone Schedule
Date: Mon 12/20/21

Task

Split

Milestone

Summary

Project Summary

Inactive Task

Inactive Milestone

Inactive Summary

Manual Task

Duration-only

Manual Summary Rollup

Manual Summary

Start-only

Finish-only

External Tasks

External Milestone

Deadline

Critical

Critical Split

Progress

Manual Progress

RFQ - CONSULTING SERVICES

CITY OF FOWLER

Police Headquarters

SEPTEMBER 24, 2021





Dewberry Engineers Inc. | 916.239.7244
1760 Creekside Oaks Drive, Suite 280 | 916.239.7245 fax
Sacramento, CA 95833-3644 | www.dewberry.com

September 24, 2021

City of Fowler
128 S. Fifth Street
Fowler, California 93625

Re: Statement of Qualification for City of Fowler Police Headquarters

Dear Mr. Gaffery and the Selection Committee,

We commend the City of Fowler for taking this critical step to evaluate police department current and future capacity needs and develop a facilities improvement plan. Effective planning leads to the creation of safe, comfortable, accessible, flexible, technology rich, diverse and equitable facilities. Dewberry recognizes the value of effective and comprehensive planning (involvement of the community) and has assembled and experienced team of professionals prepared to meet the goals of City of Fowler.

Dewberry has a continuing commitment to excellence, community partnership and quality of life for all of clients. We understand the vital importance of quality planning and the need for specialized experience and deep expertise, to create the roadmap for the future Police Department. This is your project, and if selected, we will listen to better understand your needs and the needs of the "underrepresented community" and translate that information into the design of the future Police Department.

Public Safety facilities offer the unique opportunity to promote a sense of civic pride thru a style of "community architecture" along with a sense of safety while satisfying operational needs with highly functional designs tailored to the specific programmatic needs of each department. Reliable technology, optimum functioning floor plans, and smooth systems integration are critical to meeting the needs of Police Officers and maximizing life cycle operations by providing flexibility and shared space opportunities. Our team of public safety planners, programmers, and designers bring our depth of experience and expertise to your project to evaluate your existing facilities, determine the suitability of proposed sites, and develop design concepts that meet your operational needs, budget, and community goals.

With over 200 public safety projects and over 100 police clients in California and around the country, Dewberry is a recognized leader in law enforcement planning and design. Our award-winning designs are recognized by architects, municipalities, and the law enforcement community as highly functional design solutions that enhance communities, such as community and training rooms along with spaces to support such gathering.

I will serve as the Principal-in-Charge and serve as the Public Safety Matter Expert and has also recently authored a publication addressing the impact the pandemic has on operational design and protecting the health and wellness of police officers. Will Oren will serve as the Project Manager, who brings a wealth of knowledge from a technical point of view related to renovations of existing facilities.

Dewberry is excited for the opportunity to present our qualifications on your project. We stand ready to serve the City of Fowler, the Police Department, and the community of Fowler in every way. Our team's passion is rooted in public safety planning and design; our qualified professionals offer their extensive experience, commitment, and design capability for all types and sizes of law enforcement facilities; and we want to be a proud member of your team and community to enable Fowler to remain a safe place to live, work, and visit for years to come!

Sincerely,

A handwritten signature in black ink that reads "Larry J. Hlavacek". The signature is fluid and cursive, with the first name "Larry" and last name "Hlavacek" clearly distinguishable.

Larry Hlavacek, AIA, NCARB
Principal; National Director of Public Safety Architecture

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SECTION 1: Introductory Letter





FIRM INTRODUCTION



Dewberry is a leading professional services firm with a proven history of providing architecture, engineering and consulting services to a wide variety of public- and private-sector clients. Recognized for combining unsurpassed commitment to client service with deep subject matter expertise, Dewberry is dedicated to solving clients' most complex challenges and transforming their communities.

Established in 1956, Dewberry is still a family-owned professional services firm, with more than 50 locations and 2,000 professionals nationwide.

Sacramento Office Dedicated to Public Clients

Dewberry's seven California locations primarily serve city, state and county clients on a variety of project types. In addition to Sacramento, locations include Rancho Cordova, Pasadena, Manteca, Modesto, Fresno, and Long Beach.

National Public Safety Practice

Dewberry is passionate about public safety and municipal design. Our justice thought leaders regularly speak at the national and regional International Association of Chiefs of Police (IACP), local Fire Chiefs Associations, and Academy of Architecture for Justice conferences each year. In 2019, 2020, and 2021 Dewberry - in collaboration with the IACP - led several three-day Police Facility Design & Planning Seminars. We are qualified professionals that offer experience, commitment and design capability for all types and sizes of combination public safety facilities.

For Dewberry, design begins and ends with the client relationship. We believe that getting to know our clients allows us to design facilities that respond to departmental needs and reinforce a sense of civic integrity in their communities. We provide our clients with intelligent, responsive and innovative design solutions that are durable, highly functional for 24/7 activities, and cost-effective for long-term investment. Our approach to public safety and municipal design is driven by programmatic and space needs and dedicated to designing for function, adjacency relationships and each department's mission.

We follow through on our corporate mission by providing innovation and design excellence on every project we undertake. Our designs have been recognized with over 250 juried awards on national, regional and local levels, and we continue to remain on the leading edge of architectural and interior design in all of our market sectors.



• FIRM

Dewberry Architects Inc.
1760 Creekside Oaks Drive, #280
Sacramento, CA 95833

• PRIMARY CONTACT

William Oren, AIA, NCARB
Project Manager
916.239.7253
woren@dewberry.com

• PROVIDING SIMILAR SERVICES

65 Years

• PRESENT NAME

10 Years

• FORMER NAMES

Formerly PSA-Dewberry Inc.
Formerly Phillips Swager Associates Inc.
Dewberry Design Group Incorporated

• OTHER SERVICES

Needs assessments
Programming
Architecture
Engineering
Space planning
Interior design/FF&E
Security/Technology design

• LEGAL STRUCTURE

S Corporation

Dewberry Architects Inc. is 100% owned by parent company, The Dewberry Companies Inc.

Owners of the parent company are:

- Barry K. Dewberry
- Karen S. Grand Pre
- Thomas L. Dewberry
- MSD Credit Shelter Trust

Offering a complete range of services to our clients from feasibility studies to construction administration and from programming to value engineering, we have developed a reputation for reliability and full-service design solutions.

Specialized Experience

Dewberry's experience in integrating the components of public safety agency into a facility or complex has been successfully delivered for cities and agencies across the nation. Our team's high level of interest in your project and professional qualifications make us the best team for your project based on the following:

EXPERIENCE WORKING WITH MUNICIPALITIES

We are experienced at working with council members, city managers, public works departments and other staff members, as well as various public safety departments. We understand the enormous responsibility of adhering to budgets approved by taxpayers and addressing the concerns of officials.

PLANNING STUDIES

Our planning experience includes, but is not limited to, the preparation of needs assessments and feasibility studies, the development of space guidelines, programming and design of public facilities, site evaluation and planning, conceptual design, and project management services.

Our involvement in public safety and municipal projects - ranging from the 4,500 SF Municipal Complex Concept Study for the City of South Pasadena, to the 400,000 SF Cleveland, OH Police Headquarters - will benefit the City of Fowler through the strength of our national experience.

IN-HOUSE SECURITY AND TECHNOLOGY DESIGNERS

Dewberry's security / technology / communications specialists will be integral in addressing solutions necessary for day-to-day 24/7 activities for this project type. These individuals have worked on each of the public safety and municipal projects Dewberry has been retained for and their experience has led to cost effective, highly efficient designs that are planned for from day one.

THOUGHT LEADERSHIP

NATIONAL LEADERS IN PUBLIC SAFETY PLANNING AND DESIGN

As Public Safety Thought Leaders, Dewberry's experts know how important it is to share ideas, lessons learned, and to partner with other thought leaders to make a positive impact on public safety design and operations. Our goal is to review evidence-based research and innovation, integrating it into every decision made during design, construction, and gathering data during post-occupancy evaluations. In the ever-changing field of public safety architecture, we choose to actively grow by leading and immersing ourselves in "think tank" workgroups creating national best practice guidelines, supporting Dewberry staff and clients in attending and presenting at national conferences.

Our public safety subject matter experts lead the discussion of public safety design practices. In 2019, 2020, and 2021 Dewberry hosted the Design/Construct Police Facility Seminars for the International Association of Chiefs of Police (IACP). We regularly speak at IACP and other industry conferences - alongside our past and current clients - to share best practices and lessons learned from past projects.

Being selected at the national level to participate in writing best practice standards, guidelines, or speaking and presenting at conferences is not easy - but we relish in going the extra mile. Competitive submission and selection processes are required in order to have a chance at presenting or being involved in writing best practices.



2019 IACP Police Facility Planning Workshop hosted by Dewberry

PROVIDING THE BEST ENVIRONMENTS ONLY HAPPENS WHEN WE PUT PEOPLE FIRST, WHEN WE PUT CLIENTS' VISIONS FIRST, WHEN WE ALL COME TOGETHER AS A TEAM TO MAKE IT HAPPEN.

SECTION 2: Project & Team Experience





PROJECT & TEAM EXPERIENCE

Gilroy Annex Building Renovation

GILROY, CALIFORNIA

Dewberry is currently working with the City of Gilroy to convert their vacant police department building into a “one-stop shop” permit center offering a multitude of products and services to its customers, all under one roof.

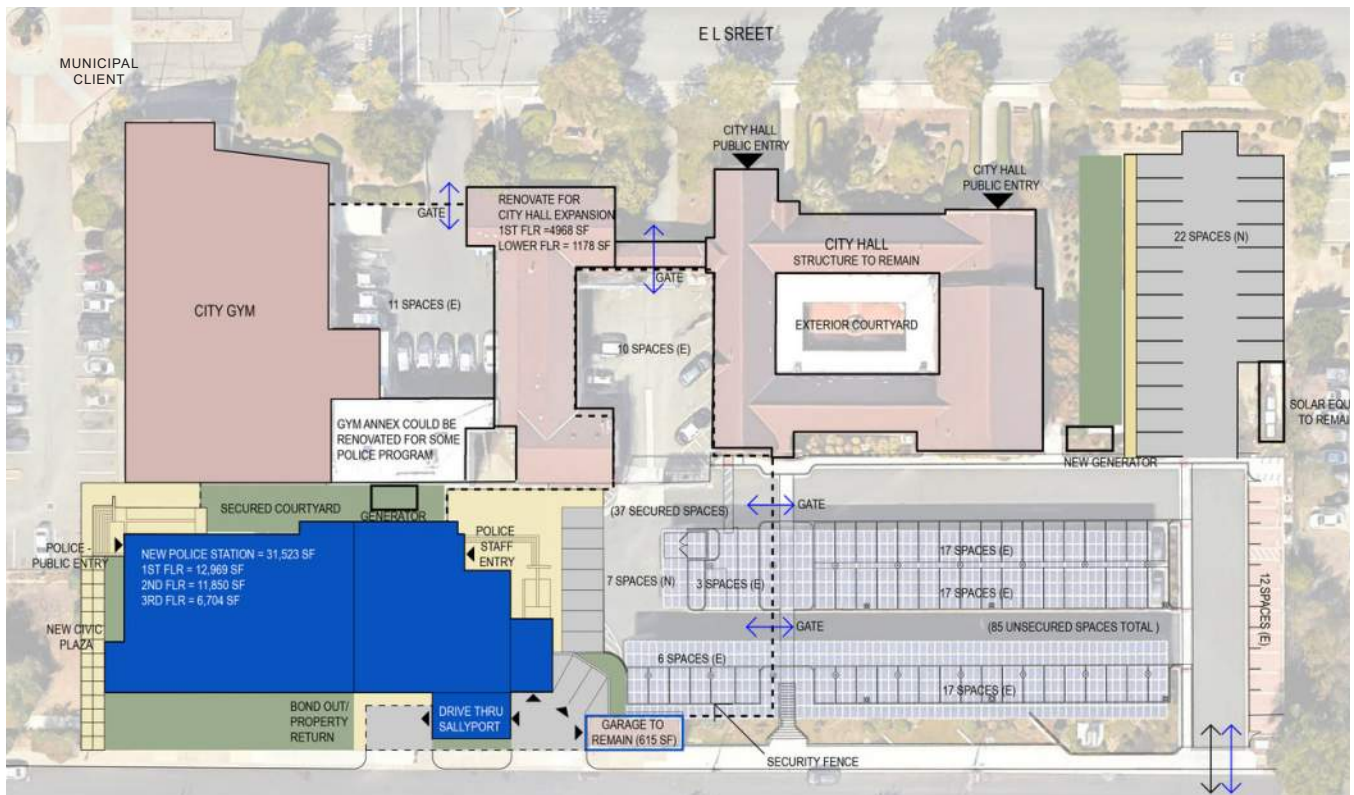
The project includes remodel of the 7,400 SF west wing of the building. The renovated portion will consist of a public lobby/permit counter and hallway, waiting area, working offices and/or cubicles to accommodate up to 50 personnel, two conference rooms, storage rooms, staff lounge/kitchenette, separate public and staff restrooms.

Programming, conceptual design, working drawings, ADA modifications, seismic and hazmat evaluations were also part of the scope of services. Infrastructure replacement and/or upgrades involved mechanical, electrical, plumbing, fire suppression and protection systems.

The project was anticipated to be completed over a 12-15 month duration (from start to finish) with a projected move-in date of Fall/Winter 2020, but has been delayed by COVID-19.

- **COST** \$2.64M (est.)
- **COMPLETION**
Anticipated completion 2020 (Delays due to COVID-19)
- **FIRM ROLE**
Prime firm providing planning, architecture, interiors
- **CONTACT**
Julie H. Oates, PE, TE,
Engineer I - Capitol
Improvement Projects
408.846.0416
julie.oates@cityofgilroy.org





Benicia Police Department Building Needs Assessment

BENICIA, CALIFORNIA

The City of Benicia, located in Solano County, is home to approximately 28,000 people. The Department is housed in a former school building and school bus garage that was built in 1943. Over the years, the Department has expanded and outgrown the existing building. The Benicia Police Department employs 52 employees with numerous volunteers using the building. The facility include two holding cells, a Dispatch/Communication Center and an unsecured parking space for all fleet. The community also periodically uses a room for meetings.

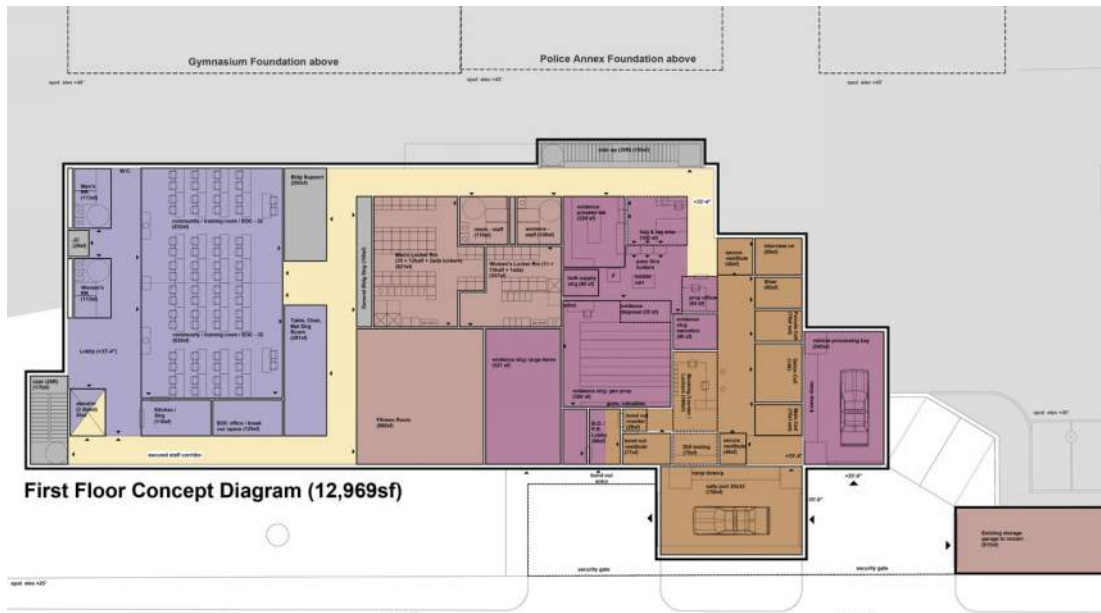
Dewberry performed a needs assessment on the current Police Department building and facility to help decide the best decision moving forward. Specifically, improvement to the existing building, addition to the existing building, construction of an entirely new facility, or other options that may best suit the City for its current and future needs.

Since the completion of the initial study, Dewberry has assisted the city with the development of different layout options, and is also beginning a planning study for their City Hall building.

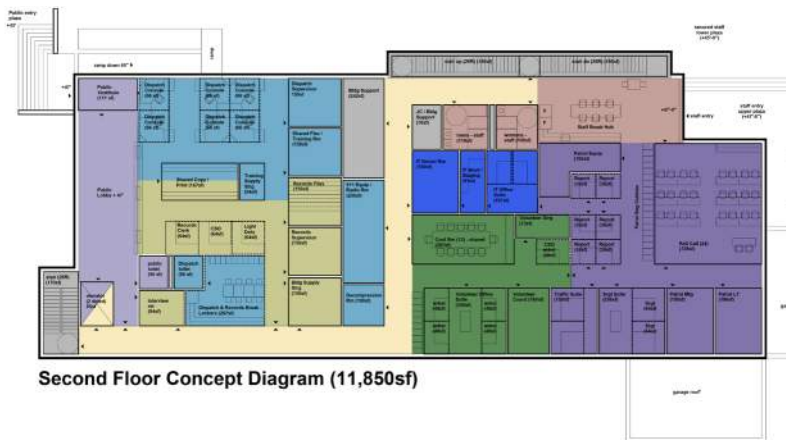
- **CLIENT**
Benicia Police Department
- **COMPLETION**
2019
- **FIRM ROLE**
Prime firm providing planning and architecture



Benicia Police Department Study - continued



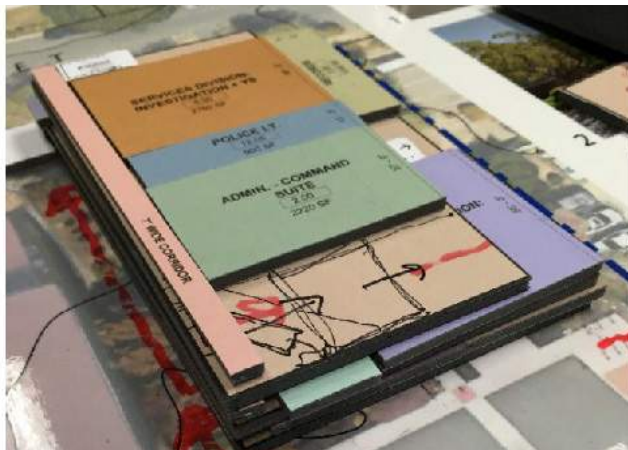
First Floor Concept Diagram (12,969sf)



Second Floor Concept Diagram (11,850sf)



Third Floor Concept Diagram (6704sf)



Adjacency Department Block Exercise





Garden Grove Police Department Infrastructure Space Needs Assessment

GARDEN GROVE, CALIFORNIA

The Garden Grove Police Department is currently housed in five separate buildings at three different locations. These buildings include the police headquarters, the juvenile justice center annex, the property/evidence building, a special services annex and Command post garage, and a property/evidence storage annex.

Dewberry was retained to develop a space needs assessment of the department's facilities. Specific services include:

- Evaluate the existing spaces of the five facilities, identifying both physical and operational issues of space quality, layout and detail.
- Study current and future staffing projections and organizational structural
- Prepare recommendations of space requirements leading to a right-sizing of the City's current and future space needs.
- Seismic evaluation of existing structures to identify potential deficiencies.
- Assess parking capacity for public and staff needs.
- Assess the locations of facilities in relation to emergency response times.

- **CLIENT**
City of Garden Grove, CA
- **COST** Ranges from \$41m to \$58m depending on option selected
- **SIZE** Ranges from 96,310 SF to 121,509 SF depending on option selected
- **COMPLETION** Study completed 2020
- **FIRM ROLE**
Prime firm providing planning study



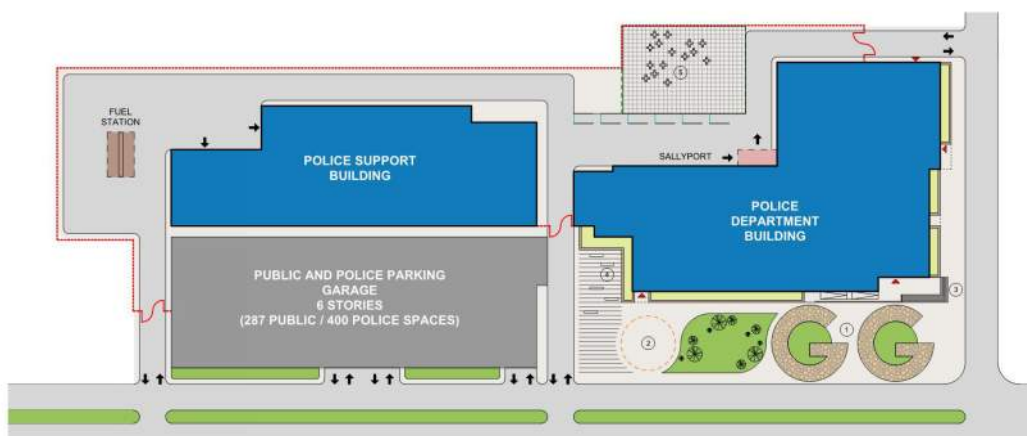
Overall First Floor Concept Plan



Design Workshop with Multiple City Departments



Renovation + Addition of Existing Facility Conceptual Plan





Bakersfield Police Department Space Needs Assessment Study

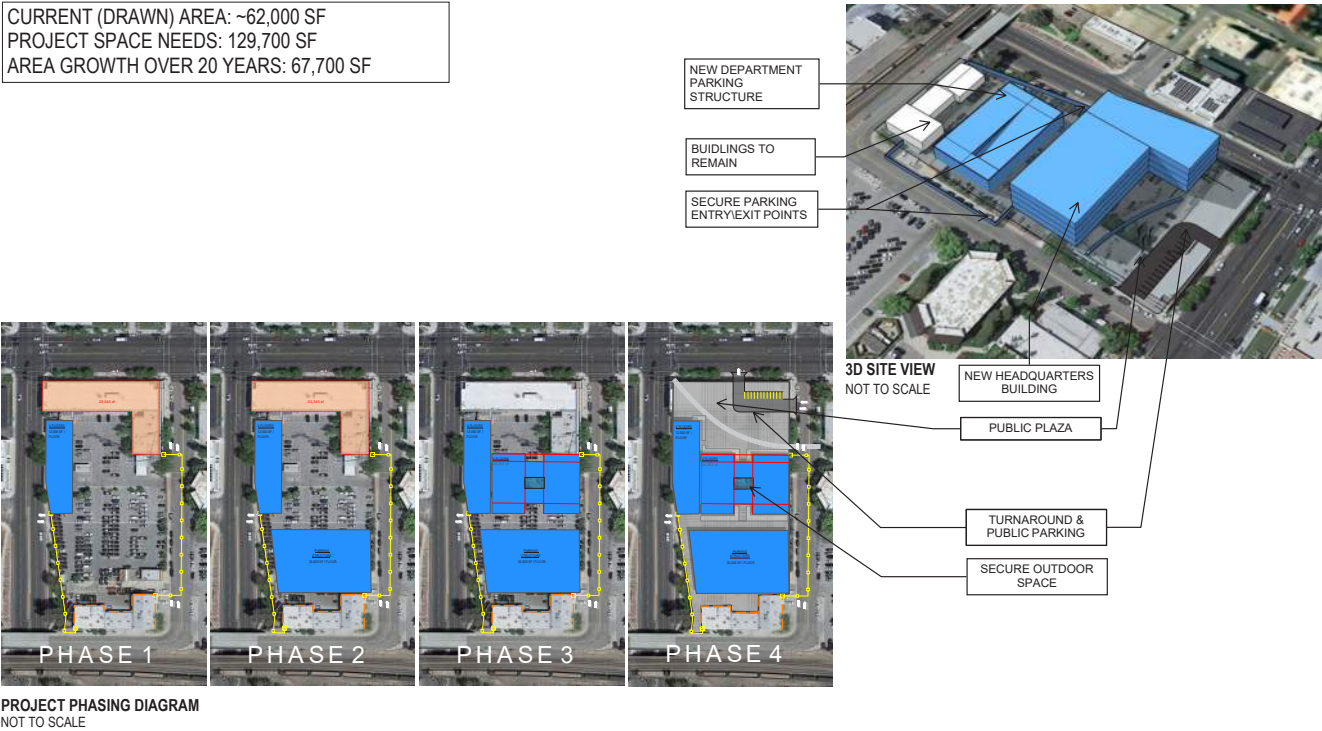
BAKERSFIELD, CALIFORNIA

- **CLIENT**
Bakersfield, CA
- **COMPLETION** Ongoing
- **FIRM ROLE**
Prime firm providing planning study

To enhance public safety services for the community, the BPD has a goal of adding 100 new sworn officers by the end of 2022, along with adding significant non-sworn staff, vehicles and equipment. To assist the Department in planning for this growth, Dewberry is providing a space needs assessment and site feasibility study to determine how to best utilize space over the next 10 - 20 years. Tasks include:

- Provide an assessment and evaluation of the existing conditions to detail the adequacy of existing facilities and identify areas that conflict with best practices.
- Develop an analysis of current and future space needs of the BPD over the short and long term. The Department currently operates out of seven locations spread out over the City.
- Perform a detailed staffing analysis documenting current staffing levels, identifying deficiencies and operational inefficiencies, and projecting staffing needs for 5, 10, 15, and 20 year projections based on population data, operational needs, and call for service demographic data.
- Develop short term facility improvement program and long-term facility master plans including renovations, additions, and new construction along with budgetary cost estimates for fiscal planning purposes.

CURRENT (DRAWN) AREA: ~62,000 SF
PROJECT SPACE NEEDS: 129,700 SF
AREA GROWTH OVER 20 YEARS: 67,700 SF





Stanislaus County Public Safety Center Expansion

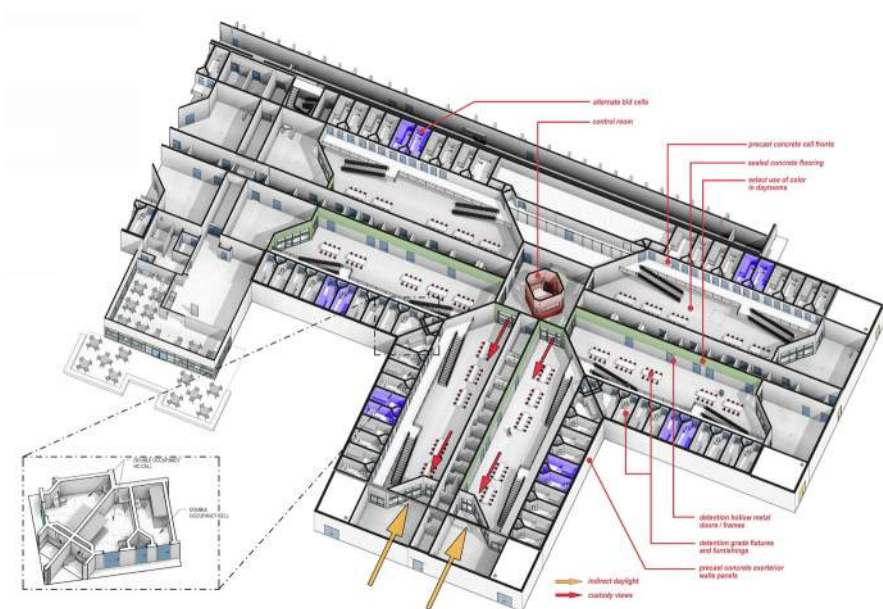
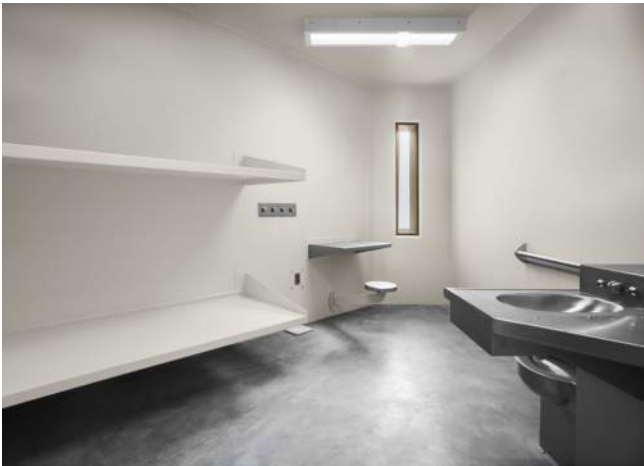
MODESTO, CALIFORNIA

As part of a design-build team with Hensel Phelps, we served as the architect of record and provided interior design, planning/ programming, and security design for the two-phase expansion of Stanislaus County's Jail and Public Safety Center—the largest capital project ever launched by the county government and the first project in the state to be completed under the 2011 Assembly Bill 900 public safety realignment initiative.

The jail consists of two maximum security housing units with 480 beds, a medical and mental health housing unit with 57 beds, a health services unit, security control center, and necessary circulation and common space. A new intake, release, and transportation center was included in the design, which also houses the facility administration, visitor lobby, staff support, and inmate property storage. This facility is intended to increase the county jail's housing capacity, easing the overcrowding issue, as well as provide the ability to launch new programs aimed at reducing recidivism rates.

- **CLIENT**
Stanislaus, CA
- **COMPLETION** 2016
- **FIRM ROLE**
Prime firm providing planning, architecture, interiors

Stanislaus County Public Safety Center - continued





East Dundee Police Station Building Needs Assessment + Adaptive Reuse Design

EAST DUNDEE, ILLINOIS

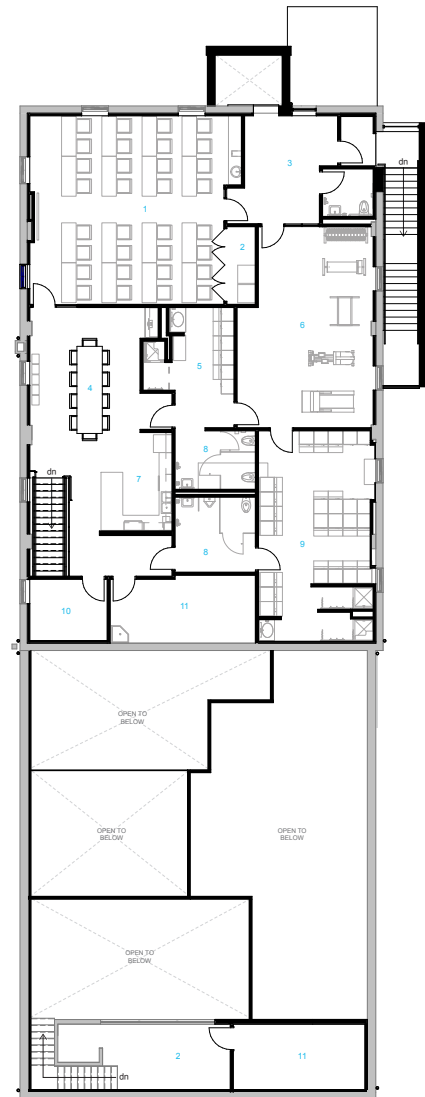
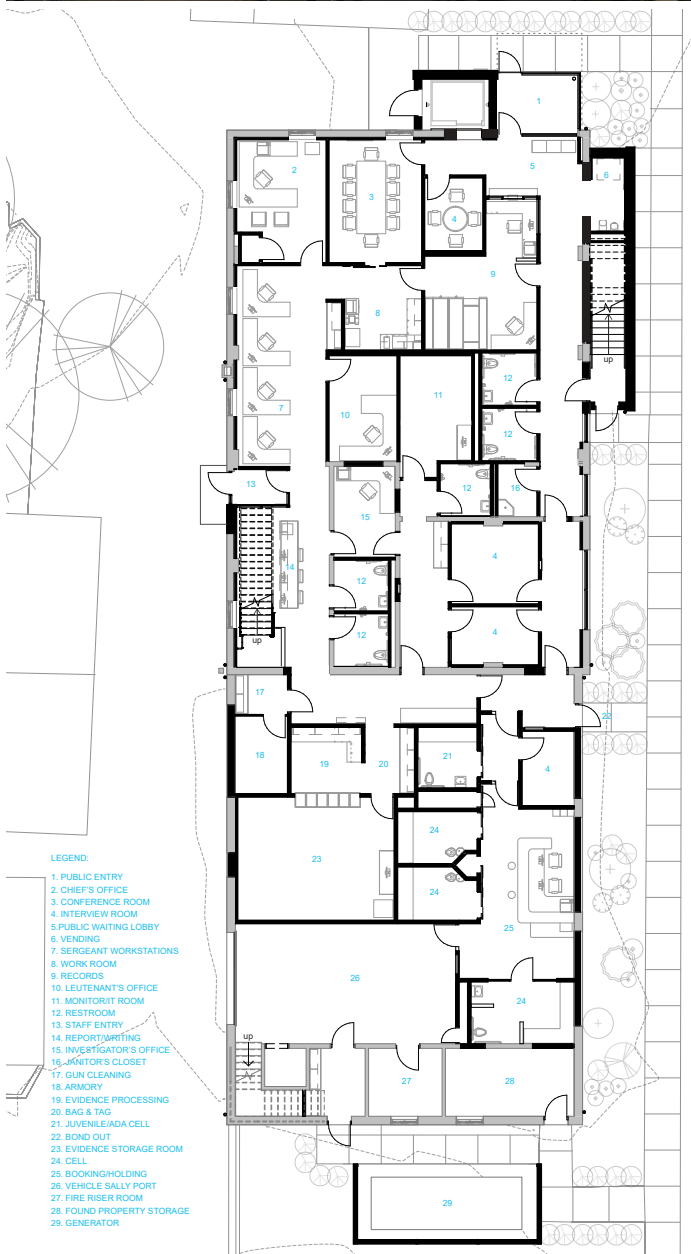
Since 2008, Dewberry has worked with the Village of East Dundee to assist in the analysis of multiple sites and facilities for their future police and village hall.

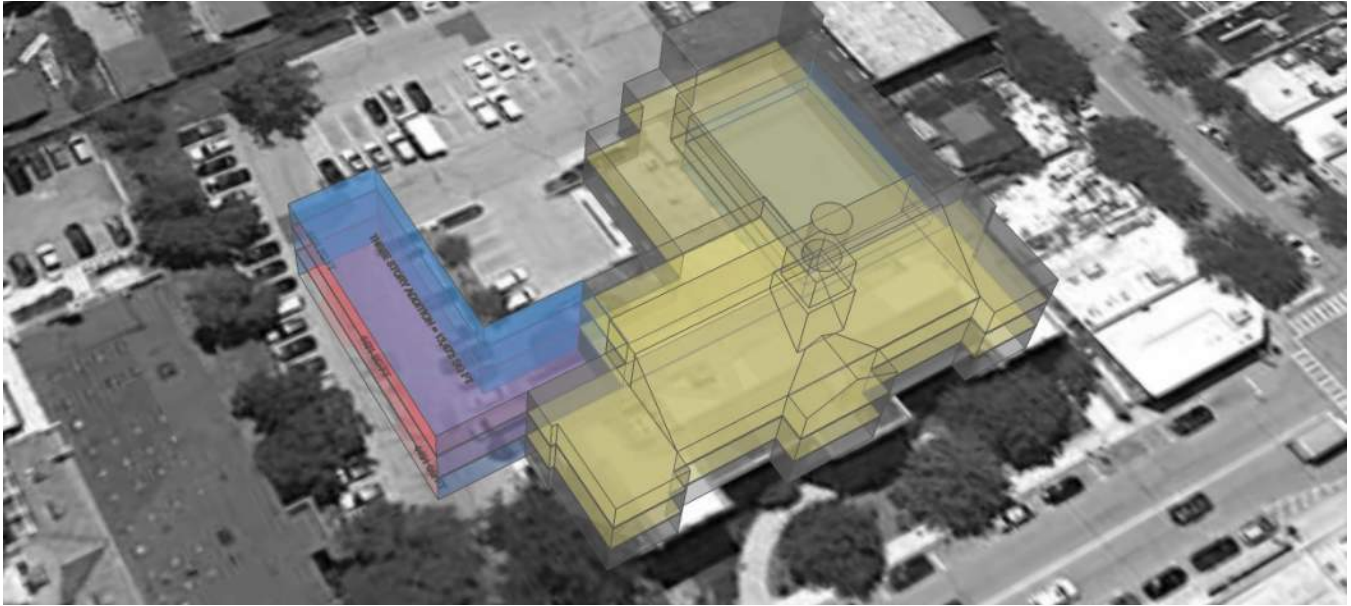
After Dewberry performed detailed examinations of three sites with the Village's priorities driving the study, two were discarded due to negative impact to the neighborhood, limited expansion options, brownfield site conditions, demolition costs, and higher new construction costs. The final site was chosen due to its adjacency to the Village Hall, its downtown location, and its lower renovation costs. The chosen site was the Village's recently abandoned fire station.

Dewberry creatively transformed and completely reorganized the 1950s fire station into an efficient and functional police facility, quadrupling the police department's current size in the process. McIntosh Creek runs between the planned improvements and provides the opportunity for a future civic plaza. The municipal complex is approximately two acres and is located two blocks from the Village's historic downtown which continues to undergo redevelopment.

The East Dundee Police Station achieved LEED Gold certification and is part of a unique Sustainable Energy Development District. The project team leveraged the design to contribute to the District's renewable energy and energy conservation goals, establishing a precedent for high performance green buildings within the Village boundaries. With this project, the Village set an example of sustainable development for economic vitality, community well-being, and natural resource stewardship.

- **CLIENT**
East Dundee Police Department
- **COMPLETION**
2016
- **FIRM ROLE**
Prime firm providing planning and architecture
- **AWARDS**
LEED Gold





Glen Ellyn Police Department Study and Implementation

GLEN ELLYN, ILLINOIS

Since 2011 Dewberry has worked closely with the Village government to provide the following services which continue to this day:

- Space needs study for both Police and Village Hall program spaces
- ADA compliance survey of existing 1930's structure
- Existing facilities survey
- New police station design through construction administration
- Village Hall Department renovations and expansions into former police occupied spaces

Space Needs Study

Dewberry assisted the Village of Glen Ellyn with the development of a comprehensive space needs assessment for the village Administration, Finance, Planning and Development Departments, as well as the Glen Ellyn Police Department. Dewberry worked closely with the Police and Village to create a space needs analysis that included:

- Critical success factors for each department outlining the most important objectives, goals, and vision for each organization to be used as a project benchmark.

- **CLIENT**
Village of Glen Ellyn
- **COMPLETION**
2014 - studies
2017 - construction
- **COST** \$13.5M
- **FIRM ROLE**
Prime architect providing planning, architecture, interiors, MEP, technology, structural, civil

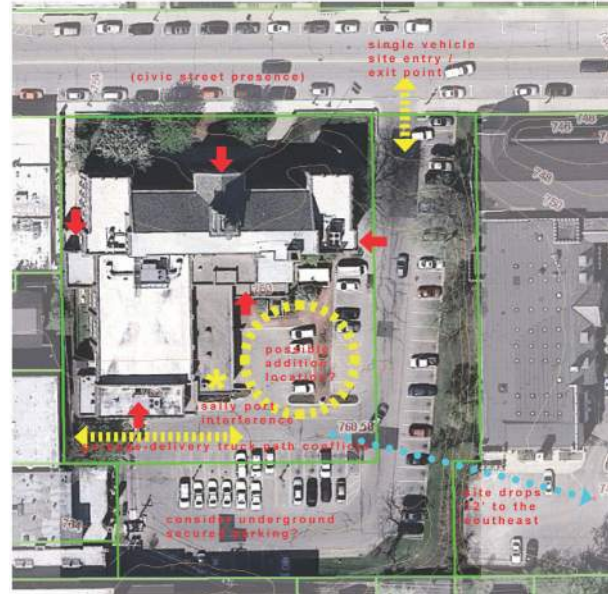


Silver Award, Law Enforcement Today Design Award, 2020
Citation, AIA Academy of Architecture for Justice, 2019
Best of Governmental Architectural Awards, Masonry Advisory Council, 2018



Glen Ellyn Police Department Study - continued

- Extensive online staff surveys and result analysis using Survey Monkey.
- Follow-up staff interviews with department leaders and users to establish existing space conditions, current space needs, and future needs projecting out align with their 2030 goals.
- Identification of key adjacencies and functional organization efficiencies between spaces.
- Preliminary budgetary cost estimates based on historical square foot cost data for the type of spaces identified.
- Presentation to village board members containing existing space conditions, current space needs, future space needs, estimated project budget and comparisons with similar departments within the geographical region to gain support and build momentum for future project phases.



Design Implementation

In 2015, Dewberry was selected as part of a design-build team to design the new facility. The site conditions presented many challenges which had to be overcome.

- Over half the site is in the 100-year flood plain with bad soils which caused the functions to be laid out in two separate structures on the higher west and north site areas.
- Firearms training needed to be located on-grade in a support building instead of the basement due to the soil conditions.
- The public parking and plaza areas were also intended to act as a gateway to an adjacent park.

The first floor program spaces include a community room, records, patrol, booking & holding, evidence processing, locker rooms, break area, and a fitness room. Second floor program spaces included administrative and investigations and building support spaces. Future expansion of evidence storage, patrol, and investigations has been masterplanned along the east side of the building.

The building's massing and exterior material palette were inspired by the natural setting of the park and will include stone, glass, and fiber cement panels that look like wood. The public amenities and entrance have all been grouped along the south end of the building with an inviting, transparent 2-story lobby.





Countryside City Hall and Police Headquarters

CITY OF COUNTRYSIDE, IL

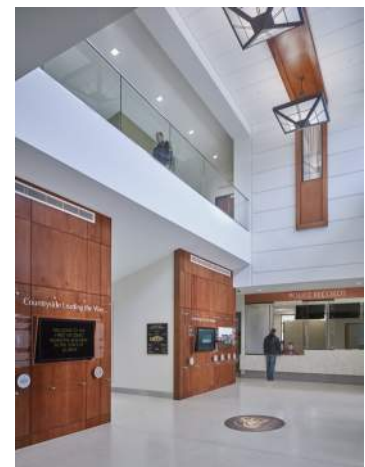
The City of Countryside's existing municipal building was undersized and could no longer support their growing staff programs effectively. The City purchased a 3.41-acre vacant corner lot property to build a new City Hall and a Police Station. With this building, the City of Countryside hopes to stimulate economic growth in the area and be a leading example of sustainability in civic architecture by pursuing LEED Silver certification.

The site celebrates its prominent location along Historic Route 66 with an exterior plaza and dedicated monument for public viewing. The project aims to provide the residents of Countryside with a storm shelter and variety of meeting rooms for community groups and events. For future planning, a stand-alone building has also been located on the west end of the property.

One of the project's goals was to increase staff efficiency while maintaining a secure perimeter between public and private functions. The L-shaped building is divided into Police Department functions on the north and City Hall functions on the south with a shared public amenities core near the center. The centrally located two-story lobby welcomes the public and serves as an access point to both Police and City Hall functions. The first floor police wing consists of a records office, patrol suite, police staff break area, evidence processing, booking and holding, and locker rooms. The first floor city hall wing consists of an open community development department suite, executive conference room, and a 1 ½ story council chambers with dais seating for 12 members. The Grand Hall corridor along the east provides the public access to the Council Chambers through an array of glass and seating bump-outs. The corridor features an interspersed gallery exhibiting Historic Route 66 and the history of Countryside.

The second floor consists of Police Administration and Investigations on the north while an administration suite and break room with green roof access are provided for City Hall on the south.

- **CLIENT** City of Countryside, IL
- **COMPLETION** 2019
- **COST** \$19.7M
- **FIRM ROLE**
Prime firm providing architecture, interiors, MEP and structural engineering, security, technology



Public Entry

Countryside City Hall and Police Headquarters - continued



Rooftop photovoltaic panels on the parking canopies helped this project achieve LEED Gold Certification.



City Council Chamber can also be used as a Community Meeting Room

ADDITIONAL EXPERIENCE

Tolleson Police and Municipal Court
Tolleson, AZ

Schematic and design development phases for a new 22,400 SF police and municipal court facility, which achieved LEED Silver certification



South Pasadena Municipal Building Study
South Pasadena, CA

Prime firm providing space needs study and conceptual design



Calaveras County Sheriff's Administration and Jail
San Andreas, CA

Prime firm for a planning study and design for a new county facility.



Aliso Viejo Sheriff's Station Remodel
Aliso Viejo, CA

Prime firm providing remodel and ADA upgrades for this facility for Orange County Sheriff's Department.



Vienna Police Station
Vienna, VA

Prime firm providing a planning study and design implementation for a 29,500 SF new facility.



City of Denver Substations 1, 2 and 3
Denver, CO

Prototype and design implementation of three police substations.



Hillsborough Public Safety Operations Complex
Tampa, FL

New facility including dispatch command, incident command center, fire-rescue training, 311 call center.



Lubbock Police East Substation
Lubbock, TX

Associate firm providing public safety design for a public safety improvement project, including three police substations



Venice Public Safety Building
Venice, FL

A new 31,000 SF public safety building, including evidence processing, incident command center, training, community rooms.



City of Killeen Police Headquarters •
Killeen, TX

Facilities needs assessment and design implementation for a new facility. Includes a police emergency operations center.



Romeoville Village Hall and Police Headquarters Romeoville, IL

Space needs assessment and design implementation for a new 118,000 SF municipal facility.



Jack Evans Police Headquarters
Dallas, TX

Prime firm providing planning and design of a new police headquarters for the City of Dallas.



Facility Needs Assessment Study
Weatherford, TX

Existing facilities assessment, evaluation and development of options including renovation of existing, or building new.



Space Needs Study and Master Plan
Victoria, TX

Study for 15 of the City's public safety departments, currently spread out in five different locations.



DeKalb Police Headquarters
DeKalb, IL

Needs assessment study and design for a new 35,600 SF police station which includes a dispatch call center, detention, and training center.



Town of Gilbert Public Safety Building •
Gilbert, AZ

Planning study and design implementation for a police, fire and courts complex.



City of Alexandria Police Headquarters •
Alexandria, VA

Planning and design for a new police headquarters, which includes a 911 call center and 550-space parking structure.



Glendale Public Safety Building
Glendale, AZ

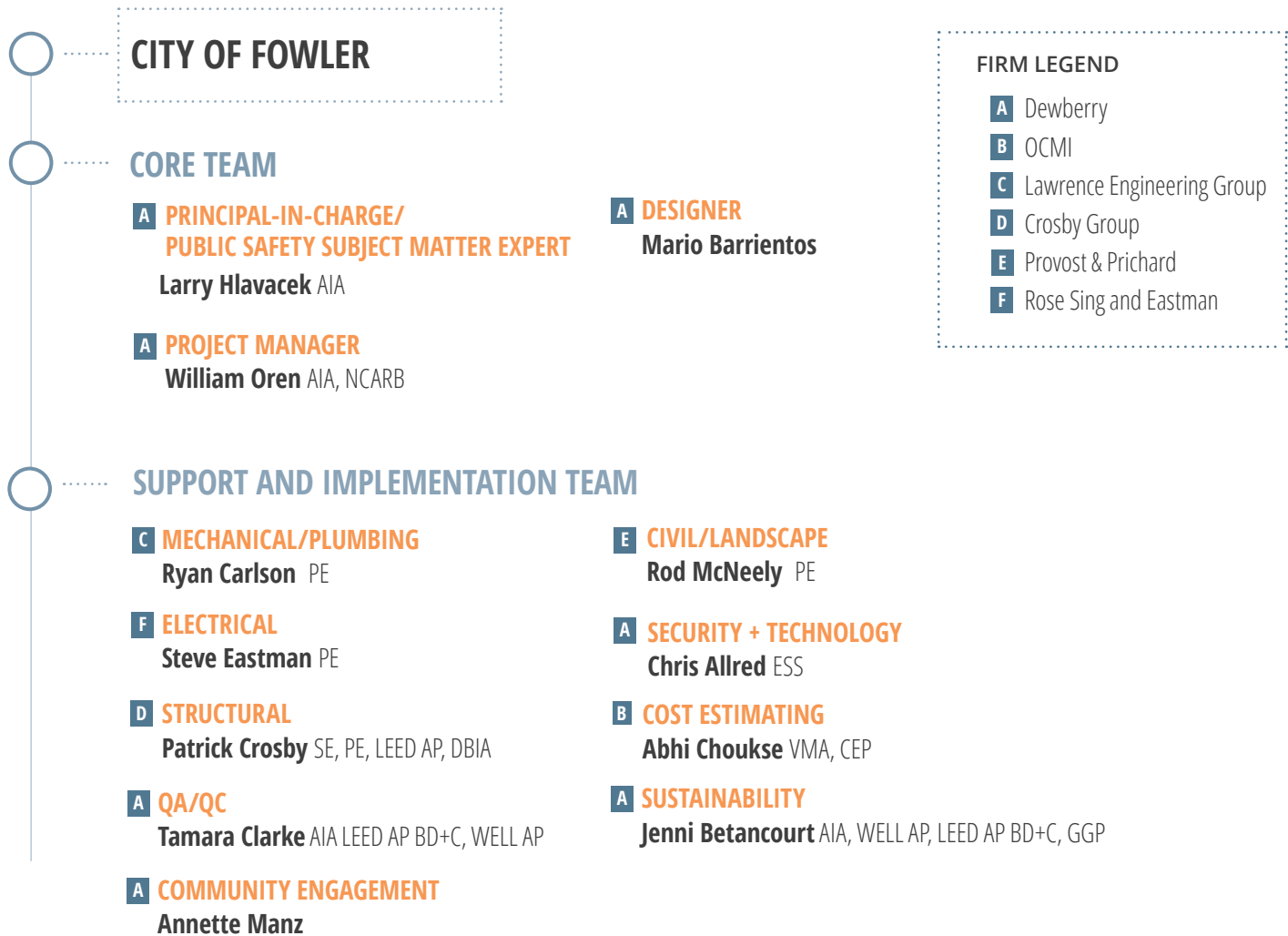
A new combination Police and Fire Facility located on seven acres of an 88-acre master planned multi-purpose site.



A Team Focused on Your Project

A substantial amount of our design team's work serves municipalities. This brings to the City a team well versed in the issues and solutions that go hand-in-hand with a project of this nature, a team attuned to national and regional trends, and a group of professionals - many of whom have previously worked together for municipal government clients.

TEAM ORGANIZATION





PROPOSED SUBCONSULTANTS

Dewberry has brought together an integrated team of planning, design, and engineering professionals that can provide the wide variety of services that may be required for this contract. Dewberry places great importance on creating the right team to address each project's unique requirements.

We understand that the performance of our subconsultants is Dewberry's responsibility. The quality of our relationships with them, and fully integrating them into interdisciplinary coordination, will impact the quality of the entire project.



COST ESTIMATING

O'Connor Construction Management, Inc. is a valued leader of quality management solutions for the built environment that takes ownership of clients' needs and problems and values their resources as their own.

O'Connor is a full service, independent construction management company. Founded in 1982 as a cost consultancy for owners and design professionals, they have offices throughout California, Las Vegas, Seattle, Dallas, Omaha, Charlotte and Washington, DC. Over the past 38 years they have broadened their scope of services to excel at every aspect of program, project, and construction management.

O'Connor has provided consulting services for more than 9,000 nationwide and around the world; on average, our cost estimating accuracy is within 3 percent of the lowest bid. They have worked on every type of building and infrastructure project for nearly every market. This breadth of experience gives them a thorough understanding of the nuances of various project types. What differentiates them is their collective experiences, knowledge, and success rates within these specialized projects.

PUBLIC SAFETY EXPERIENCE

Garden Grove Police Department: Needs Assessment (with Dewberry)
 City of Downey: Fire Stations No. 1, 2, 3 & 4
 City of Redondo Beach: Police Department
 City of Stockton Police Department
 Costa Mesa Police Facility Expansion
 County of LA, DPW: 3965 South Vermont Ave. LA County Probation Department
 County of LA, DPW: Altadena Sheriff Station Parking Lot
 County of LA, DPW: Del Valle Fire Training Facility
 County of LA, DPW: FCCF Chiller Improvement
 County of LA, DPW: Fire Camp 14 Life Safety Improvements

County of LA, DPW: Rancho Los Amigos South Campus
 CSU Fullerton: Public Safety Building
 CSU Northridge: Public Safety Building
 Los Angeles Harbor College: Sheriff Station
 Orange County Fire Authority Regional Fire Ops and Training Center
 Orange County Sheriff Department: RNSP Tenant Improvement
 Seal Beach Fire Station
 Thermal Sheriff Station

MECHANICAL AND PLUMBING ENGINEERING

Lawrence Engineering Group is a full-service mechanical engineering firm, providing plumbing, fire sprinkler, heating, ventilation, refrigeration, and air conditioning design, energy audits/studies, commissioning, and construction administration services. LEG has been involved in the design and construction of major projects located in the San Joaquin Valley from Modesto to Bakersfield, including 27 county and state facilities.

Lawrence Engineering Group has been retained by public organizations such as the City and County of Fresno, PG&E, California State University – Fresno, State Center Community College District, Pacific Bell Telephone, 50 school districts, and well over 30 architectural firms to provide services for projects ranging from small rehabilitations to over \$120 million in construction costs.

Originally established in 1971, the firm is the largest mechanical consulting office in the San Joaquin Valley, with a staff of 37.

PROJECT EXPERIENCE

Bakersfield Police Department - 911 Room
 City of Fresno - New Southwest Police Station
 City of Fresno - Police Headquarters - Air Handler Unit Replacement
 City of Madera - Police Station
 City of Visalia - Police Sub-Station
 Clovis Unified School District - District Wide Facilities - HVAC and Plumbing Assessment
 Fresno County Juvenile Justice Facility
 Kern County – Public Services Building
 Kern High School District - District Wide Facilities - HVAC Assessment
 Meadows Field Airport Terminal Building
 New Fresno County 6-Story Jail
 Selma Police Station

ELECTRICAL ENGINEERING

Rose • Sing & Associates, Inc.



Rose Sing and Associates, Inc. located in Visalia, performs projects throughout the central and northern California areas. Their staff of engineering, design, inspection and CAD professionals can support projects of varying types and sizes.

Rose Sing and Associates, Inc. approaches each project with the owner's interest in mind. Their goal is to combine the owner's criteria with their technical expertise to produce systems that meet the specific requirements of the project. Factors that influence design include life cycle costs, energy conservation, and function of each space, esthetics and ease of maintenance.

Their clients include City of Bakersfield, City of Lindsay, City of Tulare, City of Visalia, County of Kern, County of Tulare, A.T.&T., Southern California Gas, PG&E, U.S. Navy, California Air National Guard, IBM and Tenneco.

PROJECT EXPERIENCE

City of Bakersfield - Fleet Services Building
 County of Fresno - North Annex Jail Expansion
 Kern County - Animal Control Facility
 Kern County - Public Services Building
 Kern County - Public Health Building
 Kern County - Sheriff's Department Remodel, Bakersfield
 Selma-Kingsburg-Fowler Sanitation District - New Administration Building
 Social Security - New Administration Office, Visalia
 City of Tulare - New Police Facility
 City of Tulare - Tulare City Hall Remodel and Addition
 Tulare County Women's Detention Facility, Visalia
 Tulare County Courthouse Addition, Visalia
 Tulare County Government Plaza, Visalia
 Tulare County - Sequoia Field Programming Facility



CIVIL ENGINEERING

In 1968, Provost & Pritchard Consulting Group began a tradition of engineering excellence in the San Joaquin Valley. Over the course of more than 50 years, Provost & Pritchard has grown in staff size, services offered, and breadth of areas served with nine office locations throughout California. With nearly 190 employees, their staff is diverse in their specialties, including civil and agricultural engineering, water resource management and engineering, CEQA/NEPA compliance, land surveying, GIS, and construction management services.

Since the beginning, Provost & Pritchard has worked with clients to ensure seamless progression for their projects. Their reward is the long-term client relationships and a positive, significant impact to the community. Whether the task is big or small, Provost & Pritchard consistently works to bring each project to a successful completion.

PROJECT EXPERIENCE

Madera County Jail Annex
 New Modesto Courthouse
 Wawona Wildland Fire Facility - Yosemite National Park, California
 Visalia Emergency Communications Center
 Kern County - Lerdo Detention Facility Campus Infrastructure Improvements
 CDCR Statewide Master Plan for 12 Original Prisons
 Tulare County Correctional Facilities - Wastewater System Improvements



STRUCTURAL ENGINEERING

Crosby Group has been a trusted team member with a long history of successfully collaborating with various City, County, State and Federal agencies on a wide variety of police and public safety projects. This includes the Fremont Police Headquarters Building Retrofit, Fairfield Police Department Renovations, San Mateo County Regional Operations Center, and American Canyon Police & Fire Facility, as well as on a variety of projects with dozens of California cities and counties over the past 29 years. Through this experience, we have developed police facility expertise to understand and address the nuances and complexities of police station rehabilitation and renovation projects in occupied, operational, and secure facilities. They have practical experience with the spectrum of structural systems used on police stations and essential services facilities and we understand and proactively address these critical concerns such as phasing to maintain continuous operations, coordination with architectural and MEP systems to minimize conflicts, and selection of structural systems to meet the project's flexibility, durability and maintenance requirements.

PROJECT EXPERIENCE

Fremont Police Headquarters Seismic Retrofit, Fremont, CA
 Fairfield Police Department Renovations, Fairfield, CA
 Belmont Police Department & City Hall Renovation & Retrofit, Belmont, CA
 San Mateo County Regional Operations Center, Redwood City, CA
 Folsom Police Department Remodel, Folsom, CA
 Atwater Fire Station #2 & Police Detective Substation & EOP Center, Atwater, CA
 American Canyon Police and Fire Facility, American Canyon, CA
 Benicia Police Department Building Needs Assessment, Benicia, CA
 Berkeley Traffic Bureau Police Substation Seismic Retrofit, Berkeley, CA

RESUMES



Larry Hlavacek AIA

PRINCIPAL-IN-CHARGE/PUBLIC SAFETY SUBJECT MATTER EXPERT

As National Director of Public Safety, Larry Hlavacek brings his proven leadership and expertise in the planning and design of public safety facilities of his 28-year career back to Dewberry. A recognized national expert, he brings his leadership in realizing the client's vision by delivering innovative, operationally efficient, flexible, and future-ready solutions to Dewberry's robust public safety design team. Coordinating national efforts in planning and design for police, fire, and emergency operations, Larry's collaborative approach focuses on developing professional work environments that support mission critical operations and health and wellness improving career development and staff retention of first responders.

EDUCATION

MS Architecture, University of Illinois

BS Architecture, University of Illinois

YEARS OF EXPERIENCE

Dewberry • 11

Prior • 17

REGISTRATIONS

Registered Architect: IL, FL

AFFILIATIONS

American Institute of Architects

International Association of Chiefs of Police (IACP)

PUBLICATIONS + PRESENTATIONS

Workshop Presenter, "Planning-Designing-Construction of Police Facilities, IACP, 2021

Author, "Pandemic Design Considerations for Police Facilities" Blog, 2020

Co-Speaker: "Future Ready Design for Law Enforcement: The City of DeKalb Police Headquarters"; AIA Academy of Architecture for Justice Fall 2015 Conference

Speaker, "Protecting Those Who Protect: How Your Police Station Can Keep Officers Safe", Midwest Security & Police Conference, 2015

PERCENTAGE OF TIME ON THIS PROJECT: 20%

Bakersfield Police Department Needs Assessment and Site Feasibility Study, CA.

Space needs assessment and site feasibility study including evaluation of existing seven facilities, space needs assessment to accommodate growth, and determine scale and location of new facilities.

Johnson County Municipal Facilities Programming and Master Plan Study, KS.

Study includes existing facility assessments of county facilities, provided staffing analysis, utilization of space, evaluating data from the previous 5-10 year time periods to establish trends, planned growth, programming, space planning, staffing analysis, space allocation diagrams, and adjacent diagrams for all related justice and public safety departments.

Oswego Police Headquarters and Training Facility, IL*. A new 72,900 SF police station features a police training center with a downrange tactical firing range, combat training mat room, fitness center, emergency operations center, and training classrooms. Police operations are enhanced by the professional and collaborative workspaces for Administration, Records, Investigations, Patrol, and Traffic and expanded and enhanced areas for equipment storage, evidence processing and storage, and jail. \$25.7m (est.)

North Slope Borough Public Safety & Integrated Behavioral Health Facility, AK*

A new 115,000 SF facility to provide services for Alaska's entire North Slope Borough. The Public Safety building includes a Police Station (Emergency Communications, Investigations, Operations, and Support), Jail, and Behavioral Health Services (Outpatient Clinic, Administration, Prevention Services, Residential Treatment, and a Traditional Room for community engagement).

ADDITIONAL EXPERIENCE:

- **Romeoville Village Hall and Police Headquarters Planning Study and Implementation, IL**
- **Glen Ellyn Police Headquarters Planning Study and Implementation, IL**
- **Hanover Park Police Headquarters Planning Study and Implementation, IL**
- **Lawton Public Safety Complex Planning Study and Implementation, OK**
- **Brecksville Police and Jail - Programming and Schematic Design, OH**
- **DeKalb Police Headquarters, IL**



Dewberry

EDUCATION

Master of Architecture,
University of California,
Berkeley

AB, Psychology Environment,
Harvard University

REGISTRATIONS

Registered Architect • CA
NCARB

YEARS OF EXPERIENCE

Dewberry • Since 2019
Prior • 12

AFFILIATIONS

American Institute of Architects

PERCENTAGE OF TIME ON THIS PROJECT: 40%

William Oren AIA, NCARB

PROJECT MANAGER

As Project Manager, Will brings 14 of years of architectural practice and production experience as well as 2 years of construction management experience. Having a completed domestic and international projects, Will's focus has been on managing complexity, enhancing collaboration, and optimization through the use of software. As a licensed architect in California, Will has worked with a number of public agencies for the construction of new space or the improvement of existing space and has demonstrated success in balancing budget, project delivery and performance.

Bakersfield Police Department Needs Assessment and Site Feasibility Study, Bakersfield, CA. Space needs assessment and site feasibility study including evaluation of existing seven facilities, space needs assessment to accommodate growth, and determine scale and location of new facilities.

Garden Grove City Hall Security Assessment, Garden Grove, CA. Facility renovation to department counters, information counter, and meeting rooms, as well as security upgrades to cameras, first floor door access, and panic/duress systems.

Stanislaus County - Empire Library, Modesto, CA. Project Manager/Project Architect for a new community library to include program areas for adults, teens, and children, offices, a community room, which opens to a secure outdoor community gathering space.

Stanislaus County Health Services Agency/Public Health Facility, Modesto, CA. Project Manager providing programming, master planning, and bridging design for a new, two-story building to co-locate the administration and public health functions of the County's Health Services Agency.

Building Annex Renovation, Gilroy, CA. Project Manager providing programming and design for building upgrades/improvements for the City Annex Building.

Yolo County Historic Courthouse Improvement, Woodland, CA*. Project Manager for a building restoration and Probation Department tenant improvement. Responsibilities included design, drawings, consultant coordination, code approvals and historic compliance and budget tracking.

Clifford L. Allenby California State Office Building, Sacramento, CA*. Work included close coordination with the Office of State Fire Marshal and Division of the State Architect for code verification and approval as well as consultant and contractor coordination throughout the design-build delivery.

Solano Transportation Authority Architecture Program, Suisun City, CA*. Project Programming and schematic design for Solano Transportation Authority's new headquarter office building.

*with Prior Firm(s)



● **EDUCATION**

BS Architecture, California
Polytechnic State University

● **YEARS OF EXPERIENCE**

Dewberry • Since 2018

Mario Barrientos

DESIGNER

Mario will work closely with the Project Manager and planning team to develop the necessary presentation documents, research building construction and code issues that may affect the plan, and work closely with the engineers and cost estimators throughout the study process.

EXPERIENCE WITHIN LAST THREE YEARS:

Bakersfield Police Department Needs Assessment and Site Feasibility Study, Bakersfield, CA. Space needs assessment and site feasibility study including evaluation of existing seven facilities, space needs assessment to accommodate growth, and determine scale and location of new facilities.

Garden Grove City Hall Security Assessment, Garden Grove, CA. Facility renovation to department counters, information counter, and meeting rooms, as well as security upgrades to cameras, first floor door access, and panic/duress systems.

Orange County - Aliso Viejo Sheriff's Station Remodel, Aliso Viejo, CA. Assessment of and design renovation for approximately 18,000 SF of space, including renovation of locker rooms, reconfiguration and re-purposing of office spaces and work areas, and new carpet paint and furniture in most areas.

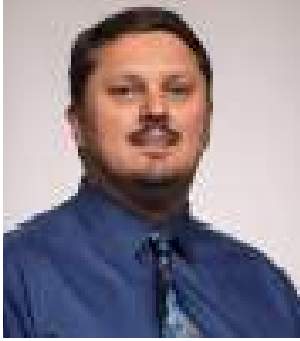
Orange County Sheriff's Department Headquarters Remodel, Santa Ana, CA. Renovation of mens and womens locker rooms at OCSD's headquarters to improve accessibility.

Orange County Central Mens and Womens Jail Upgrade, Santa Ana, CA. Renovation and reconfiguration of offices for OCSD Command Division. Upgrade to staff spaces affected both mens and womens areas, and included interior finishes, furniture, mechanical and plumbing systems.

Washoe County DNA Lab Tenant Improvement Renovation, Reno, NV. Needs assessment and design implementation for a new forensic science laboratory. Dewberry provided design expertise related to the morgue/lab component.

Madera County Jail Expansion Phase III, Madera, CA. A new housing wing of 20 special use beds, appropriate support spaces such as medical exam rooms, interview rooms, a training lab, and outdoor recreation space, medical staff offices.

Building Annex Renovation, Gilroy, CA. Programming and design for building upgrades/improvements for the City Annex Building.



Ryan W. Carlson, PE, LEED AP BD+C

MECHANICAL ENGINEER

An industry professional since 1996, Ryan spent his early career as a design engineer working for a design build mechanical contractor. His close interaction with field personnel set a foundation for practical, efficient and sustainable designs. Ryan is licensed as a Mechanical Engineer in five states and is recognized by the U.S. Green Building Council as a LEED Accredited Professional for Building and Construction. Ryan's wide-ranging experience includes projects such as large hospitals, institutional buildings and school campuses.



EDUCATION

BSME, Energy Emphasis,
California State University,
Fresno

REGISTRATIONS

PE • CA, ND, AK, TX, OR
Green Globes Professional
Guiding Principles Compliance
Professional

YEARS OF EXPERIENCE

24

AFFILIATIONS

American Society of
Heating, Refrigerating, and
Air Conditioning Engineers
(ASHRAE)

Member, Two Time Past
President San Joaquin
Chapter, Board of Governor,
Region X Chapters Regional
Conference Chairman

Department of Mechanical
Engineering Advisory Council

Past Chair Department of
Mechanical Engineering
Advisory Council

American Council of
Engineering Companies
(ACEC) – Past President, San
Joaquin Chapter

American Society of Plumbing
Engineers (ASPE), Member

PERCENTAGE OF TIME ON THIS PROJECT: 25%

- **911 Room, Bakersfield Police Department**, Bakersfield, CA
- **New Southwest Police Station**, City of Fresno, CA
- **Air Handler Unit Replacement, Police Headquarters**, City of Fresno, CA
- **Police Station**, City of Madera, CA
- **Police Sub-Station**, City of Visalia, CA
- **HVAC and Plumbing, Clovis Unified School District - District Wide Facilities**, Clovis, CA
- **Assessment Fresno County Juvenile Justice Facility**, Fresno County, CA
- **Public Services Building**, Kern County, CA
- **HVAC Assessment, Kern High School District Wide Facilities**, Kern County, CA
- **Mira Monte High School, Kern High School District**, Kern County, CA
- **Meadows Field Airport Terminal Building**, Kern County, CA
- **New Fresno County 6-Story Jail**, Fresno County, CA
- **Selma Police Station**, Selma, CA



Rose • Sing & Associates, Inc.



Steve Eastman, PE

ELECTRICAL ENGINEER

Steve ensures all facets of project planning are complete, from the most advanced AV system integration project to Voice/Data Infrastructure design. Manufacture certified designers provides customers confidence that their project will be undertaken and completed in the best way possible. All designs incorporate industry standard equipment and are designed to for future upgrade and expansion as technologies change.

EDUCATION

BS Electrical Engineering,
University of the Pacific –
Stockton, CA

REGISTRATIONS

PE: CA

YEARS OF EXPERIENCE

20+ years

AFFILIATIONS

Illuminating Engineering
Society of North America,
National Fire Protection
Agency

PERCENTAGE OF TIME ON THIS PROJECT: 30%

- **Fleet Services Building**, City of Bakersfield, CA
- **North Annex Jail Expansion**, County of Fresno, CA
- **Animal Control Facility**, Kern County, CA
- **Public Services Building**, Kern County, CA
- **Public Health Building**, Kern County, CA
- **Sheriff's Department Remodel**, Bakersfield, CA
- **New Administration Building**, Selma-Kingsburg-Fowler Sanitation District
- **New Administration Office**, Visalia, CA
- **New Police Facility**, City of Tulare, CA
- **Tulare City Hall Remodel and Addition**, City of Tulare, CA
- **Tulare County Women's Detention Facility**, Visalia, CA
- **Tulare County Courthouse Addition**, Visalia, CA
- **Tulare County Government Plaza**, Visalia, CA
- **Sequoia Field Programming Facility**, Tulare County, CA
- **Fire Station No. 56**, City of Visalia, CA
- **Fire Station No. 53**, City of Visalia, CA
- **Fire Station Remodel**, City of Kingsburg, CA
- **New Fire Station**, City of Kingsburg, CA
- **Rosamond Fire Station**, Kern County, CA



- EDUCATION**
 BS Civil Engineering, Santa Clara University

 Graduate Work at the University of California, Berkeley
- YEARS OF EXPERIENCE**
 41 Years
- REGISTRATIONS**
 Professional Engineer - Civil: CA

 Professional Engineer - Structural: CA
- AFFILIATIONS**
 2019-2022 Industry Advisory Group, US State Department, Overseas Buildings Operation

 National Board Member, Design Build Institute of America

 Structural Engineers Association of Northern California

 International Code Council

 American Concrete Institute

 American Institute of Steel Construction
- PERCENTAGE OF TIME ON THIS PROJECT:** 30%

Patrick Crosby SE, LEED AP, DBIA

STRUCTURAL ENGINEER

Patrick Crosby established the Crosby Group in 1992 and serves as President and Managing Principal. With over 35 years of experience serving the public sector, including 28 years in the design and construction of police and justice facilities, he is intimately familiar with the needs and requirements of local County agencies, as well as the specific regulatory and design requirements of essential services facilities in California. He has assisted numerous Cities and Counties throughout the State and understands their fiscal constraints not only in capital construction, but in long-term maintenance. To meet these challenges, he is involved on the front-end of design to understand the client's needs and constraints and develops a design that provides cost-effective yet creative solutions with an emphasis on durability and minimal maintenance.

Benicia Police Department Building Needs Assessment, CA. Needs Assessment of the Benicia Police Department building. The scope included a site investigation, a review of available documents, evaluation of code requirements and cost triggers, an ASCE 41 Tier 2 structural evaluation of structural and non-structural components to validate existing structural integrity, evaluate options for inclusion of an Emergency Operations Center, assistance in the development of cost estimates and preparation of a Seismic Integrity Assessment Report.

San Mateo County Regional Operations Center D/B, Redwood City, CA. A new two-story, 37,000sf Regional Operations Center. Designed as an Essential Services building, this 24/7/365 state-of-the-art facility brings the County's essential services operations into a united command center including the Emergency Operations Center (EOC), Office of Emergency Services (OES), and Data Center, along with large flex spaces, offices, kitchen and break room, training rooms, and locker rooms/showers, generator, communication antennas all in a secure facility, \$64.5m

Fremont Police Evidence Storage Assessment, CA. Provided evaluation and assessment for a new 1-story Evidence Storage Facility for the City. The scope included a site investigation, a review of available documents to assess existing conditions, the development of three schematic design options illustrating potential solutions, the development of one final schematic design along with cost estimates. \$860,000.

Fremont Police Headquarters Building Seismic Retrofit, CA. Seismic retrofit of this occupied three-story, 75,000 square foot police facility for the City of Fremont originally constructed in 1993. This essential services building houses the City's only 911 dispatch center and is situated near the Hayward Fault. Our design brought the current structure up to an 'Immediate Occupancy' level, minimized the impact to critical functions, and implemented a phasing schedule that allowed the building to remain fully occupied and operational throughout construction. \$8.5m

Contra Costa County Admin Building & Historic Police Building Master Plan, Martinez, CA. Structural evaluation to identify optimal sites for the County's new 80,000sf Admin Building, as well as provide a structural assessment of the historic police building.



Tamara Clarke AIA, LEED AP BD+C, WELL AP

QUALITY CONTROL

Tamara is a principal of the firm and will be responsible for leading the quality control initiatives for your project. In her 32+ years of experience, Tamara has been involved with every aspect of architecture, contributed to engineering disciplines, and worked on design-build, construction-manager-at-risk, and design-bid-build projects. Her projects are renowned for meeting tight budgets and schedules while providing outstanding architectural services that are informed by best practices and design excellence. Her leadership and commitment to a team approach help drive consensus building and mutual responsibility.



● **EDUCATION**

BS Design/Architectural Studies • Arizona State University

● **REGISTRATION**

Registered Architect: CA, AZ
LEED Accredited Professional
WELL Accredited Professional

● **YEARS OF EXPERIENCE**

Dewberry • 1
Prior • 32

● **AFFILIATIONS**

American Institute of Architects
California State Sheriff's Association
American Jail Association
American Correctional Association

● **PUBLICATIONS + PRESENTATIONS**

Contributor, "California Building Code (CBC I-# Interpretive Manual)" in partnership with the Office of the State Fire Marshal, 2018

Speaker, "Creating Futures through Owner Involvement", Corrections Summit, Sept 2018

Speaker, "Sustainable Design in Corrections" Corrections Summit West, Nov 2013

● **PERCENTAGE OF TIME ON THIS PROJECT: 20%**

EXPERIENCE WITHIN LAST THREE YEARS:

North Slope Borough Public Safety & Integrated Behavioral Health Facility, Utqiagvik, AK*

A new 115,000 SF facility to provide services for Alaska's entire North Slope Borough. The Public Safety building includes a Police Station (Emergency Communications, Investigations, Operations, and Support), Jail, and Behavioral Health Services (Outpatient Clinic, Administration, Prevention Services, Residential Treatment, and a Traditional Room for community engagement).

Solano County - Main Jail Booking Center Improvements Study, Fairfield, CA.

Facility assessment, concept design, and cost estimating to address issues regarding operational flow and capacity including: ADA compliance, inmate waiting/interview areas office safety, arresting officer access to secured sheriff staff areas.

Madera County Jail Expansion Phase III, Madera, CA.

A new housing wing of 20 special use beds, appropriate support spaces such as medical exam rooms, interview rooms, a training lab, and outdoor recreation space, medical staff offices.

San Francisco Police Department Traffic Company and Forensic Services Division Facility, CA*

A new 110,000 SF facility for the Forensics Services Division and Traffic Company (Motorcycle Patrol). Program includes Forensic Laboratories, Laboratory Support spaces, Evidence/Crime Scene Labs, Test Fire Range, Administrative Offices, Investigations, Operations, Vehicle Fleet, and Impound Lot. LEED Gold is anticipated. Completion is expected in 2021.

ADDITIONAL EXPERIENCE:

San Mateo County Maple Street Correctional Center, Redwood City, CA*

This 276,000 SF facility with 832 beds serves a mixed population of long-term and short-term inmates with a wide variety of spaces and amenities for a range of programs appropriate to the needs of each specific group. \$164m.

Santa Cruz County Criminal Justice Complex, Nogales, AZ* This 166,000 SF facility combined Juvenile Detention, Adult Detention, Probation, Courts, and Sheriff's Office into a single facility in the urban setting of southern Arizona.

**with Prior Firm(s)*



- **EDUCATION**
B.S. Civil Engineering,
California State University,
Fresno
- **REGISTRATIONS**
Civil Engineer: CA
- **AFFILIATIONS**
American Society of Civil
Engineers (ASCE)

American Public Works
Association, President of
Central California Chapter-
Kern Branch
- **PERCENTAGE OF TIME ON
THIS PROJECT:** 25%

Rod McNeely PE

CIVIL ENGINEER

Rod McNeely has over 25 years of experience as a civil engineer. His responsibilities include design and plan preparation for both private developments and municipal construction projects. Mr. McNeely has extensive experience in the design and preparation of improvement plans and bid specifications for site developments, grading and drainage, municipal utilities, and streets. He is also skilled in construction inspection, field sampling, and laboratory testing.

Madera County Jail Annex, Madera, CA, Project Manager. Mr. McNeely served as the project manager responsible for the preparation of onsite and offsite civil engineering construction documents for the Madera County Jail expansion. The expansion consists of a new 12,000 square-foot administration and visitation building, a 40,000 square-foot two-story jail housing addition building, and a 2,400 square-foot central plant and associated site improvements.

New Modesto Courthouse, Modesto, CA, Project Manager. Mr. McNeely is serving as the Project Manager for the civil engineering and land surveying services as part of the design of a new 300,000 square-foot, eight story courthouse building in downtown Modesto. Site development will include razing an entire city block and redeveloping for the new courthouse and site parking. The project tasks include site acquisition support, schematic design, design development, preparation of construction documents, and project bidding and construction administration assistance.

Wawona Wildland Fire Facility, Yosemite National Park, California, Project Manager. As a subconsultant to the project architect, Mr. McNeely managed the land surveying and site civil engineering design services for a new 6,500-square-foot fire station and operations building at Wawona in Yosemite National Park. The facility design includes three apparatus bays and an area designed to sleep a crew of five people and management staff. Project tasks included design surveys, flood plain and building finish floor evaluation, on-site civil engineering design, preparation of construction documents and cost estimates, and coordination of geotechnical investigation.

Fresno Bus Rapid Transportation Corridor, City of Fresno, California, Project Manager- Mr. McNeely was the project manager for the Fresno Bus Rapid Transportation Corridor Plan. He was responsible for coordinating supplemental field surveys, assisting in the development of the BRT station location Concept Plan, conducting detailed plans, specifications and estimate reviews (PS&E) on behalf of the City of Fresno, oversight of utilities relocations, value engineering evaluation, and permitting support for design.

Yosemite Lodge Complex Site Plan and Schematic Design, Yosemite National Park, California, Project Engineer - Mr. McNeely served as Provost & Pritchard's Project Engineer on a team primed by Siegel & Strain Architects and John Northmore Roberts & Associates Landscape Architects to complete a planning study and alternatives analysis for the West side of the Yosemite Lodge campus. The study provided solutions for several issues related to intermodal congestion and conflicts, a lack of arrival and sense of place and lack of visitor services for the new Day Use Parking Lot.



Chris Allred ESS

SECURITY AND TECHNOLOGY DESIGNER

Chris has 18 years of professional experience and is a skilled Security Designer. He has vast experience in the application of physical security designs in the corrections and detention environment and obtained his Electronic Safety & Security credential from BICSI in 2013.

EXPERIENCE WITHIN LAST THREE YEARS:

Madera County Juvenile Hall Facilities Needs Assessment, Madera, CA. Facilities Condition and Needs Assessment (FCNA) services for the existing Juvenile Detention Facility's electronic security system and HVAC system. The final analysis will be utilized for prioritizing improvements to the electronic security system and HVAC system as well as assisting with allocating budgets and potentially making recommended improvements.

Orange County Sheriff's Department - IRC and Theo Lacy Jail Security Electronics Replacement, Orange, CA. Replacement of existing integrated jail controls systems at Theo Lacy Facility and the Intake Release Center. Included systems are Programmable Logic Controllers (PLC), Control Room graphic touchscreen control panels, and the Intercom System and architectural millwork.

Stanislaus County EOC Electronic and Physical Security Upgrades, Modesto, CA. The project includes reconfigured parking lot; upgrade CCTV system and card reader system; evaluate exterior storage; and design perimeter, high security fencing at the Emergency Operations Center. The building serves as the emergency dispatch center for both the City of Modesto and Stanislaus County. First phase includes a physical security assessment then design the improvements necessary.

Lubbock Police Substations, Lubbock, TX. Design of three Police Substations to help the city decentralize their downtown police station and to increase their presence throughout the community.

Lawton Public Safety Building, Lawton, OK. Study and implementation of a new 100,000 SF facility to house the City's police headquarters, central fire station, a large city jail component and municipal courts.

Sand Springs Public Safety Facility, Sand Spring, OK. A Facility Needs Assessment to document current deficiencies and program needs as well as projected staff and area increases over 15 years for the Police, Fire, and Municipal Court departments. Design implementation was developed for a new facility.

Sutter County Main Jail Expansion, Yuba City, CA. A 20-year site master plan, which planned for 650 beds over three phases. The first to be implemented was a \$9m construction addition and renovation of special housing, medical, mental health and kitchen. The AB900 funded project will add 42 total beds, (28 maximum security male beds and 14 medium security female beds).

ADDITIONAL EXPERIENCE:

Calaveras County Jail and Sheriff's Administration, San Andreas, CA. This new adult detention facility contains 160 inmates in double-bunked cells. The \$44-million facility includes support and programming spaces, a Sheriff's Administration Building, E911 Dispatch Center and Emergency Operations Center.



● **EDUCATION**

Associates Degree, CAD
Technology, ITT Technical
Institute

● **YEARS OF EXPERIENCE**

Dewberry • Since 2012
Prior • 11

● **AFFILIATIONS**

Building Industry Consulting
Services International

● **PERCENTAGE OF TIME ON THIS PROJECT:** 20%



Abhi Choukse VMA, CEP

ESTIMATING MANAGER

Abhi is a Sr. Estimator with significant amount of field experience, making him an asset to design and engineering teams. As a Sr. Cost Estimator, Abhi is well versed in delivering estimates at all levels of design, from concept through construction documents, as well as with all design types. He is well versed and knowledgeable in estimating architecture, structural, and civil engineering, along with various MEP systems. Abhi understands life-cycle costs and value engineering and is a valuable participant in those exercises.

Abhi's project experience spans a wide range of typologies, locations and client types. As specialist cost estimator, Abhi has experience leading estimating efforts all facets of building systems design. In addition to public municipal projects, Abhi has led the estimating process for complex performing arts, federal government, and higher education undertakings across the country.

EDUCATION

M.S. Construction Management , Michigan State University

B.E. Civil Engineering

S.S. College of Engineering and Technology, India

YEARS OF EXPERIENCE

6 Years

CERTIFICATIONS

Value Methodology Associate

SAVE

Certified Estimating Professional

AACEI

PERCENTAGE OF TIME ON THIS PROJECT: 25%

- City of Garden Grove: City Hall Security
- City of Garden Grove: Garden Grove Police Department Needs Assessment
- City of Laguna Niguel: Crown Valley Community Park Building
- City of Long Beach: Bixby Park Community Center Upgrades
- City of Long Beach: Houghton Park Community Center, Demolition and Center Improvements
- City of Long Beach: MacArthur Park Community Center Roof
- City of Long Beach: MLK Community Center Improvements
- City of Long Beach: Police Department Forensic Laboratories at 1400 Canal Street
- City of Los Angeles: Citywide Maintenance Yard Facilities Assessment
- Federal Bureau of Prisons: Big Spring, Structural Assessment
- Metropolitan Water District of Southern California (MWD of So CA): Building Voluntary Seismic Renovation
- MWD of So CA: Final Design of USHQ Voluntary Seismic Renovation and Building Improvements
- MWD of So CA: Smoke and Fire Alarm Systems
- UC Irvine: Reines Hall Flammable Storage Room
- UC Irvine: Student Center Kitchen



● **EDUCATION**

BA • Architecture •
University of Arizona

● **REGISTRATIONS**

RID • IL
RA • IL, MI, CO
LEED AP BD+C
WELL AP

● **YEARS OF EXPERIENCE**

Dewberry • 13
Prior • 6

● **AFFILIATIONS**

National Council of
Architectural Registration
Boards (NCARB)

American Institute of
Architects (AIA)

U.S. Green Building Council
(USGBC)

Green Business Certification
Inc. (GBCI)

● **PERCENTAGE OF TIME ON
THIS PROJECT: 25%**

Jennifer Betancourt, AIA, WELL AP, LEED AP BD+C
SUSTAINABILITY/LEED SPECIALIST

Jennifer is the Corporate Sustainability Leader for Dewberry, nationally. She leads the Sustainability Program for the architecture practice and assists the engineering practice. In addition to being an Architect and a Project Manager, she consults with teams around the country on LEED, net zero energy, and projects with aspirational sustainability goals. Jennifer is a LEED Accredited Professional with specialization in Building Design & Construction.

Countryside City Hall & Police Department, Countryside, IL, Architect/LEED Specialist. A new combined facility that is targeting a LEED Silver certification. Goals for the project are to create better work flow and secured areas for the city and police department staff, while also creating an inviting civic facility that can act as a stimulus for new development in the area. This is the first net zero energy municipal project in the State of Illinois.

Glen Ellyn Police Headquarters, Glen Ellyn, IL, Architect/Sustainability Specialist. A new police headquarters that includes a community room, records, patrol, booking & holding, evidence processing, locker rooms, break area, and a fitness room. Also includes administrative and investigations and building support spaces.

East Dundee Municipal/Police Complex, East Dundee, IL, Architect/LEED Specialist. Restoration of an existing village hall (circa 1891), adding a two-story corner addition and adaptive reuse of a fire station to become the community's police facility. LEED Gold.

Deerfield Public Library, Deerfield, IL, Project Manager/Sustainability Specialist. Full renovation and two separate additions. The completed project totals 41,500 SF and features a 150-seat meeting room which divides into three separate rooms, a technology training room, multiple private-study rooms, a children's pavilion, a hotel-like lobby space complete with a fireplace and integrated sustainable design.

Northern Illinois University Stevens Building, DeKalb, IL, Project Architect/LEED Specialist. Dewberry performed Program Analysis and Schematic Design services for the additions and renovations to the Stevens Building. The resulting design creates a separate identity for the unique departments that share the building. This project was designed to achieve LEED Silver Certification.

University of Illinois at Chicago, Chicago, IL, Project Manager/LEED Specialist. This new 57,000 SF engineering research building for UIC will accommodate three engineering departments, including research labs, a high-bay structural testing lab, a maker space, chemical engineering wet labs, and other student/faculty spaces. Targeting LEED Gold certification.

City of Durango Water Treatment Facility Administration Building, Durango, CO, New administration building built as part of a waste water treatment complex in need of expansion and upgrade in order to meet increasing regulatory demands.



Annette Manz

COMMUNITY ENGAGEMENT SPECIALIST

Annette is a results-oriented professional with over 30 years' experience in a diverse range of business management applications, including public relations, community engagement, market analysis, brand and market strategy, and business development. She excels at relationship building with all levels of management and community members.

Annette leads outreach efforts using a variety of communication strategies which include identifying and managing stakeholder groups, facilitating community and other stakeholder meetings, creating and managing outreach campaigns, media involvement, social media, print collateral, project hotlines, database management, website development and maintenance, development of interactive tools, and 3-D renderings, virtual meeting spaces, and simulation videos.

Prior to joining the Dewberry | Drake Haglan team, Annette was President of VisionWise Marketing & Events and focused on full scale marketing solutions, event management, strategy implementation, community outreach, design and campaign execution for clients throughout California. Annette's company represented organizations such as the City of Folsom, Folsom Historic District, Folsom Chamber of Commerce, and Rancho Cordova Chamber of Commerce, Harris Center of the Arts, and Sacramento River District.

EDUCATION

BS Business (Business Administration and Marketing concentrations); Communication Minor - California State University - Sacramento (1988)

Western Association of Chamber Executives 2012 & 2013

YEARS WITH DEWBERRY | DRAKE HAGLAN

3 Years

AFFILIATIONS

APWA Sacramento Chapter Member

Folsom Chamber of Commerce, Board Member - 2009 to 2015

Folsom Chamber of Commerce Member

Folsom Historic District Member

Sacramento Metro Chamber

Folsom Leadership Program Graduate 2014

Placer County | Walerga Road Bridge Replacement: As the, Public Outreach Manager, Annette is leading all outreach efforts as Walerga construction began in early 2019. Outreach tasks include strategy planning, stakeholder database, website development and maintenance, project hotline, community comments, collateral development, social media, press releases, ground breaking, and grand opening events.

Stanislaus County | Hickman Road over Tuolumne River Bridge Replacement: Annette is leading all public outreach efforts for the Hickman Road Bridge project. Detailed tasks related to this effort include kick-off meetings, identification and management of stakeholders, development of a project website, project hotline, regular newsletter notifications, media announcements, and stakeholder meetings which will be on-going until completion of the project.

City of Rancho Cordova | Cordova School Zones: The City of Rancho Cordova received state grant funding from the Sacramento Council of Governments (SACOG) to provide specific safety improvements at six elementary schools. The City is currently preparing plans for construction in Summer of 2021. Annette developed and implemented an online engagement survey to education the community and gather their input and support for needed improvements in the community that surround local elementary schools.

City of Manteca | SR 120/Union Road Interchange: Annette's outreach efforts on this project require multiple layers of communication. The SR 120/Union Road Interchange is the first Diverging Diamond Interchange (DDI) in the State of California. This project receives a high level of exposure. Meetings, website development, implementation and updates, press releases, social media updates, and regular email and electronic newsletters will be used to keep the community updated on the project. A unique outreach element with this project involves the creation of a simulated video to educate the community on how to navigate through the DDI.

SECTION 3: References

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REFERENCES

BAKERSFIELD POLICE DEPARTMENT

Captain Jeremy Blakemore
P: 661.326.3835 | E: jblakemo@bakersfieldpd.us
Project: Police Department Space Needs Study
Cost: N/A (study only)

GARDEN GROVE POLICE DEPARTMENT

Lt. Michael Viscomi, East Division Watch Commander
P: 714.741.5999 | E: sviscomi@ggcity.org
Project: Police Department Planning Study + City Hall Improvements
Cost: \$1M

BENICIA POLICE DEPARTMENT

Michael Greene, Operations Captain
P: 707.746.4248 | E: mgreene@ci.benicia.ca.us
Project: Police Department Needs Assessment Study
Cost: N/A (study only)

STANISLAUS COUNTY, CA

Patricia Hill Thomas, Chief Operating Officer
P: 209.609.4334 | E: thomasp@stancounty.com
Project: Public Safety Facilities Expansion
Cost: 87 M

“Dewberry’s continuing interest in finding a solution for the Village’s facility needs has earned the trust and respect of Village staff and leadership.”

- BOB ACTON, (RETIRED) DEPUTY CHIEF
GLEN ELLYN POLICE DEPARTMENT

“I would not hesitate to recommend Dewberry Architects as an Architect-of-Record for any future projects with Stanislaus County or other Justice or Civic-related projects.”

- ADAM CHRISTIANSON,
SHERIFF-CORONER (RETIRED)
STANISLAUS COUNTY, CA

“If you are considering selecting Dewberry for future work, I would not hesitate to recommend the firm.”

- JEANNE M. BOYCE
FORMER COUNTY ADMINISTRATIVE OFFICER
CALAVERAS COUNTY, CA

“...our department’s experience with Dewberry was nothing short of phenomenal.”

- DENNIS BALDWIN, ASST. CITY MANAGER
CITY OF KILLEEN, TX

SECTION 4: Contract Terminations



CONTRACT TERMINATIONS

Dewberry has not experienced any such termination for default or early termination in the past five (5) years.



SECTION 5: Project Understanding





PROJECT UNDERSTANDING

What the Dewberry Architects Inc. team “brings to the table” and the related “skills and experience” that will “benefit” the City of Fowler

It is our understanding the City desires a consultant with skills and experience in:

- The design of numerous municipal police departments with a design that emphasizes community oriented policing; and
- Community and stakeholder engagement in developing facility program, particularly in engaging diverse and historically underrepresented communities to determine needs; and,
- Conducting historic assessments of existing facilities, their condition, any deferred maintenance, and determining if reuse is possible; and,
- Sustainable construction and operating practices as well as obtaining LEED or equivalent certifications; and,
- DOJ and other regulations for evidence storage, physical security, in-custody processing, and other law enforcement requirements; and,
- Design of police facilities that also include community engagement facilities such as community rooms, training rooms, commercial kitchen, and associated facilities.

The Dewberry projects and team which we have included within the proposal represent these six (6) “skills and experience” necessary to provide the City of Fowler with the “best value, in a timely fashion and to complete the proposed Project, as follows:

1. The design of numerous municipal police departments with a design that emphasizes community oriented policing; and,

Our designs involve the use of multiple strategies focused on community oriented policing.

Organizational Transformation Strategy– Deals with how the police-community relationships can change the attitude of the community. This requires decentralization

of resources to give the police department a better understanding of the neighborhood, by frequent contact between the police and community. How is this accomplished through design, a **community room and training rooms** that can be used by both the police and community.

Another strategy would be to provide a volunteer community led public safety approach by **creating a space** for these volunteers to support dispatch, crime scene forensic a, record keeping and other administrative duties.

Community Partnerships Strategy – Our designs develop a strong relationship between the community and police. The architecture of the building design reflects the culture of the community through its use of material, style, and historical elements. Vital community resources are often included to encourage community interaction such as meeting rooms, public plazas, and community kitchens. In these ways, your facility design promotes strong partnership between your organization and the community

Problem Solving Strategy – Dewberry’s law enforcement planning expertise allows us to identify project challenges and provide innovative solutions that support community oriented policing initiatives while maintaining operational efficiency, safety, and security. Our designs optimize the ability to engage the community through efficient designs that minimize square footage and reducing costs.

2. Community and stakeholder engagement in developing facility program, particularly in engaging diverse and historically underrepresented communities to determine needs; and,

Reaching out to traditionally underrepresented groups is an essential step in maintaining a successful project outcome. Dewberry uses a powerful software tool to gain a deep knowledge of the community, and then implement those ideas into the design. As mentioned above, including a community/training room, a kitchen space and volunteer spaces always go a long way to involve the community including public plaza space for outdoor events that also provide additional security.

3. Conducting historic assessments of existing facilities, their condition, any deferred maintenance, and determining if reuse is possible; and

We understand the prospective location for the Police department will be Fowler Senior Center, which appears on the California Office of Preservation Built Environmental Recourse Directory. Though this structure is not nationally registered with the Department of Interior, the Secretary of the Interior provides helpful guidelines for working with historically significant structures. Dewberry has utilized these standards to achieve operational success for stakeholders while restoring, rehabilitating, or modernizing historically significant structures. Working with the City and the Fowler Police Department, we intend to bring forward the appropriate level of historic compliance to your project.

Our approach and experience when conducting a facility condition assessment will identify “risk items” early in the project, when conducting a facility conditions assessment, especially those risk items that will potentially affect the project budget and schedule. With older structures, the impacts of implementing the “Essential Services Act” requires identification of innovative design solutions that directly relate to keeping this project on schedule and budget. Each of these “risk items” must be identified and included in the probable construction cost during the 35% Schematic Design (TASK 1) phase.

There are several important items to note when dealing with the “Essential Services Act”. The seismic study could require separation of the “renovated police building” from the other structures on site and upgrading to the existing structure. Another challenge could be the upgrading of the fire and life safety systems throughout the entire building(s). We will work with the City to identify these specific items and then develop appropriate solutions.

4. Sustainable construction and operating practices as well as obtaining LEED or equivalent Certifications

For our LEED projects, the contractors do perform “sustainable construction” because it is mandated by the LEED process. As far as “or equivalent certifications” we can lead LEED, Green Globes, and/or WELL certifications for projects. We are a consultant that has all that in-house. We have Accredited Professionals in WELL and Green Globes but to-date do not have any projects that have gone for WELL or GG).

At the Kick-off meeting, Dewberry will discuss what goals the City desires for achieve the best practice for implementing sustainability and LEED into your community building. For reference, we need to consider what the sustainability and LEED design impact your budget.

We know sustainable buildings may be more expensive to build but they are always cheaper to use, so if we forever view cost through the prism of upfront investment rather than the lifecycle of a building then truly sustainable projects will likely continue to be seen as too costly.

Another strategy for the selection of MEP equipment for a remodeled facility deals directly with the vendors in the area of the City staff that provide services to maintain the system. We would discuss with your team the capabilities of the local vendors and or the capabilities of the City maintenance staff, so together, we choose the equipment that can be serviced, and cost affordable.

With the above mentioned long-term operating cost benefits, the life cycle cost of green buildings is lower than the life cycle costs of those that are not. Green building aspects tend to have a lesser impact on costs than other building decisions, such as which kind of finishes and amenities the building might provide. Sustainable design is not just about cost.

5. DOJ and other regulations for evidence storage, physical security, in-custody processing, and other law enforcement requirements; and

The California Building (Title 24) addresses the code related requirements for the types of room described above and many others. The Board of State community and corrections (BSCC), title 15 addresses the operations of the facility, whether male, female and or juvenile are held in custody within the facility.

Dewberry understands the importance to providing a secure and efficient evidence storage management facility that protects the chain of custod. In addition to following the International Association of Chief of Police (IACP) Facility Planning and Design Guidelines, our subject matter experts design evidence storage facilities according to the International Association for Property and Evidence (IAPE) Professional Standards. These guidelines serve as a basis of design that is customized to meet your agencies specific needs and to identify critical upgrades that are necessary for your proposed facility to accommodate a modern secure evidence storage space. Our design team will develop a risk assessment plan with the City and Police Department to identify and manage potential risks including terrorist or physical attacks as seen in recent riots across the nation. The risk management plan will identify the source of the attack and intent, analyze historical attacks, and identify potential target locations. The results of this plan allow our team to design the site and facility to counter attacks through the use of CCTV systems, visitor screening, patrol and monitoring, secure shipping and receiving, access

control, and alarm systems. Site and building security issues will be prioritized and addressed for the public safety facility at a conceptual level during the Schematic Design Phase. To meet these demanding challenges of an existing downtown site, we use the "Crime Prevention

Through Environmental Design" (CPTED) doctrine, which is considered the "Best Practice" design approach in the security industry today. CPTED is the process of fully integrating security within the architecture and site design of the facility. CPTED involves three major concepts: natural surveillance, natural access control and territorial reinforcement.

It is our understand of your current facility that arrestees are taken to the Fresno County jail. However, that doesn't mean BSCC would be involved in the review of the design and construction of an evidence for example and evidence is processed.

6. Design of police facilities that also include community engagement facilities such as community rooms, training rooms, commercial kitchen, and associated facilities

There are several key factors that influence community engagement facilities...

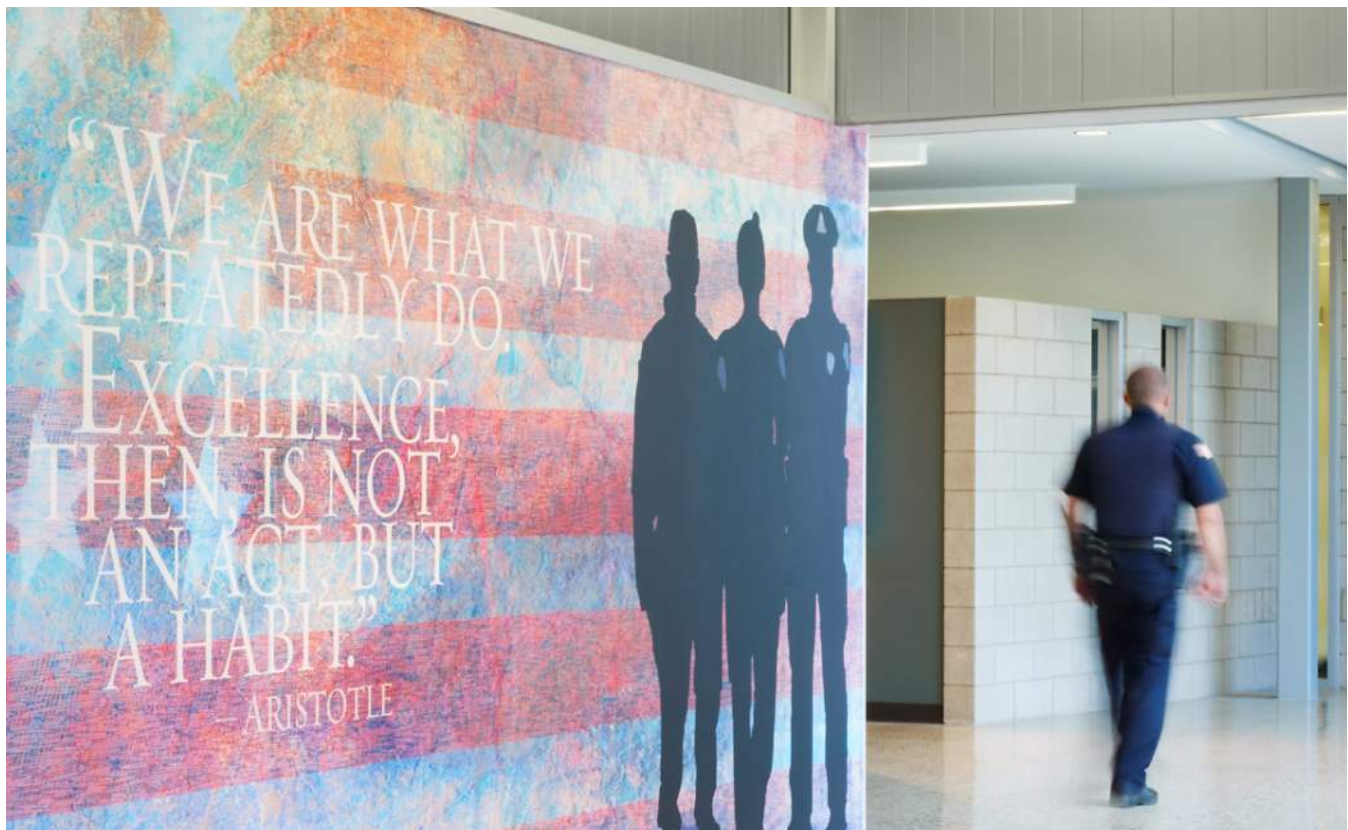
The architecture of the exterior façade – is it welcoming, is

it community architecture here it fits into the community surrounding or it a cold glass looking façade that is more urban and community.

The interior spaces – again are they welcoming, do they have warm feel. Meaning well lite both with natural and artificial light? Do that have good acoustics? It the furniture fix or is movable to allow for any type of event. Can food be prepared on-site or does it have to be delivered.

Are there budget issues where we design these room to have multiple functions. Examples, can a community room also serve as an EOC or briefing room, and if such, how does the design accommodate the necessary security barriers between the secure side of a police facility and community side, and then assess by both the police staff and community

These are just of few of the considerations that the Dewberry team has considered where design police facilities.



PROJECT APPROACH

PROJECT INITIATION WORKSHOP

A formal kick off meeting with the project leadership, planning team, and City staff will be held to introduce all participants, review project scope, lines of communication, schedule, and project budget. As well as reviewing the available record drawings, an important part of this meeting will be a visioning exercise that confirms and establishes system-wide priorities and measures of success for the Police Department and the City of Fowler. Dewberry generates formalized meeting notes to document the decisions made and issues them to all stakeholders as a record of this meeting. These notes become the basis of the project meeting minutes.

Review of Existing Documentation

Before the kick off, our team reviews all documentation provided in this RFP and requests all existing building documentation including the most recent plans (preferably in electronic format); the most recent facility conditions reports; details related to operational costs; building/system modifications performed over time; scheduled/budgeted projects over the next five years; and any recordkeeping associated with facility maintenance. If available, the design team would also review all Fowler Police operational information including departmental organizational structure, typical shift information, call data/information, and community demographic information for our team to have a clear understanding of your current operations.

Facility Condition Assessment

The RFP scope of work includes a seismic study, redesign of the front entrance, designs for communications center, creation of administration space, patrol unit workspace, supervisors' office, records unit workspace, conference room, and evidence room. With this scope the intended area of work is limited to a portion of the building, however, per the requirements of the Essential Services Buildings Seismic Safety Act, evaluation work will be necessary to uncover, verify, and likely improve the existing building structure as well as to provide fire sprinkler coverage throughout the facility. As we undertake the facility assessment work, our intent is to be sensitive to work completed and building standards.

We will work with your team to achieve code compliance and operational efficiency. Our team will perform



a comprehensive evaluation of your existing public safety facilities to fully understand the challenges your Departments face in their existing facilities, the level of investment required, and the suitability for reuse of your facilities moving forward from a physical condition standpoint.

We begin by embedding our team of architects and engineers into your facility to verify and document the existing conditions and develop a detailed space-by-space description used to evaluate the facility for needed rehabilitation or expansion. Dewberry uses nationally recognized systems of space evaluation for law enforcement facilities developed by the International Association of Chiefs of Police (IACP) and the Commission on Accreditation for Law Enforcement Agencies (CALEA) to evaluate each department and space, creating a room-by-room analysis that identifies deficiencies in space or functional adjacency. We will also meet with facility and building managers to understand the facility history and review facility data including maintenance records, utility information, and any available architectural/engineering plans and specifications.

Deficiencies are included in a detailed report that documents the adequacy of the existing facility and identifying operational deficiencies. Evaluation of building systems include security electronic and HVAC systems, electrical, plumbing, fire, telecommunication, and life safety, site utilities, emergency and backup generator power, and drainage systems. The report also includes



existing facility photographs with captions highlighting code or adjacency issues as well as existing facility floor plan diagrams.

Space Needs Assessment

Accurately right sizing the building: Building size is not only based upon each individual space, but also upon proper adjacencies and building circulation. This, in turn, has a direct impact on the net to gross square footage ratio of the building and ultimately the building size. Our team designs to the building program and appropriate support space to confirm that we have the building right sized for current and future needs.

TASK 1: 35% SCHEMATIC DESIGN

During this phase, it is critical to recognize that every design decision impacts the future phases of the project. Dewberry begins by leading design charrettes with all project stakeholders to discuss the relative strengths, weaknesses, and costs of the concepts. Throughout the charrette, collaboration among all members is encouraged and comments are documented to record the process. These comments will be compiled into a written summary and used to inform future design development following the charrette. In addition to this charrette, individual meetings with user groups and our design team provide us additional detailed information needed to optimize the function of the space, confirm critical adjacencies, and develop healthy workplace environments. Our design team prepares and evaluates the estimated cost, schedule, and procurement considerations for the developing design to understand the impact of all decisions.

Per the requirements of the Essential Services Buildings Seismic Safety Act, this building type needs to be able to continue function after a seismic or fire event. To determine this ability, discovery work will be required in this phase to verify the uncover the structure and verify its compliance with existing documentation and current structural performance requirements. Developing an understanding of the structure through Tier 1 evaluation will determine if the structure is sufficient or needs to be further evaluated in more detailed structural evaluations (Tier 2 and Tier 3 studies). Another consideration of the Essential Services Building Seismic Safety Act is fire protection coverage. Currently the building is not sprinklered and will require comprehensive fire sprinkler protection throughout the facility.

It is our intention that this process will include two

alternatives for site improvement, building renovation options, and floor plans resulting in the confirmation of a single scheme for further development. These intensive sessions serve to expedite the design process and, at the same time, achieve greater consensus among all team members. Documents for the concept design package will include a site plan, building plan concept, conceptual floor plans, interior elevations, building sections, along with narrative descriptions of MEP systems, equipment lists, technology infrastructure, and material descriptions. Our team is also prepared to evaluate the cost estimate and compare it to our historic cost data from recent projects of similar scope and complexity giving the City the information needed to confidently move into the next phase of design. At the end of this phase, Dewberry provides the City with a set of documents for review and a preliminary construction cost estimate and schedule.

Balancing Schematic Design Concepts and Estimated Cost

Our team uses multiple cost control procedures and support systems as part of our standard management design tools for your project during every phase of a project. To maintain the project budget, our team evaluates the following:

Efficient MEP Systems: Public safety facilities often require specialized and redundant mechanical, electrical, and plumbing systems that support the function of the building. The selection of these systems, coupled with a discussion on life cycle costs, controls, and level of institutional quality has a bearing on cost. The amount of space within the building that has redundant power, technology, HVAC, potable water and back-up sewer will be determined based on discussions with you.

Sustainable Design: The level of sustainable design will directly impact the cost of the facility. It could drive decisions towards innovative mechanical systems with a higher initial cost, but improved life cycle cost. Dewberry and our subconsultants will work with the you to meet sustainability goals in a cost-effective manner based on life cycle cost analysis.

Interior Finishes: The furniture and equipment selection is extremely important to the maintenance of the facility. The quality levels of the floor, wall, and ceiling materials need to be assessed regarding their impact on cost, durability, and maintainability.

Technology: Public safety facilities rely heavily on technology for many day-to-day activities. Dewberry will provide the necessary knowledge to design and specify the infrastructure needed to support the facilities technology requirements within the budgetary constraints of the project.

TASK 2: 65% DESIGN DEVELOPMENT

The design development phase is an important inflection point in the design process, where scope and budget can be aligned in order to move into an accurate construction document package. Drawings, specifications, and budgets will be advanced to further to describe the scope of work, interior code analysis and life safety drawings, floor plans, exterior elevations, interior elevations and cross sections, landscape plans, site plan, and typical construction details will be shown and discussed.

As with all projects, budgeting accurately is important, especially with municipal clients. Budgeting and value engineering is an important part of our design process. We have found that working closely and collaboratively with our estimating team, the client, and stakeholders scope leads to the best project outcome. A collaborative budget reconciliation meeting (or meetings as necessary), will allow the design team to more deeply understand what is most essential about the project and begin to develop a series ala carte deductive alternates in order to bring the budget into alignment and support the vision and needs of the Fowler Police Department. Because many building systems are interconnected, creating deductive alternates without an understanding of their relationship can be problematic, this is an important step in creating a successful project.

TASK 3: 90% CONSTRUCTION DOCUMENTS

Phasing of Construction & Utilization

Police Departments operate 24/7, 365 days per year and it is critical to develop a construction phasing plan beginning in the preliminary design phase that minimizes any operational impact allowing continuity of services. Our designers focus on developing designs that limit the movement of staff for construction while maintaining

facility security and safety. Clear construction demarcations and schedules are established between phase construction activities that protect building occupants from construction activities including noise, dust, and odors using temporary partitions, non-peak schedule activities, proper ventilation, and enhanced construction site cleaning requirements.

Dewberry considers public access, construction trailer locations, and phasing impact on the site along with temporary construction parking, public parking, and secured staff parking. Temporary parking may need to be supplemented with nearby off-site parking during construction for workers. Similarly, additional site security measures may be needed including temporary construction fencing and security fencing. Other phasing and utilization considerations during the planning design phase includes:

- Construction operations and layout/equipment areas
- Construction fencing and erosion control measures
- Coordination with utility companies for planned service interruptions
- Identify locations for any temporary facilities
- Planned switchover and testing protocols developed for technology equipment and system transfers/relocations
- HVAC equipment replacement locations and switchover

The Phasing and Utilization Plan becomes the critical document needed to enable your Department's operations continue throughout construction while maintaining safety and security for both staff and the





Community. By developing these plans in collaboration with your unit leaders, the phasing and utilization plan becomes the both efficient and economical.

TASK 4: 100% CONSTRUCTION DOCUMENTS

In this phase, comments from the plan checker are incorporated into the project documents. We know time is of the essence for the City of Fowler Police Department, so we have included a 6 week turnaround for plan review and backcheck. Even though our team is expert in accessibility, California Building Code, and Essential Services Buildings, we have found that a collaborative relationship with the plan checkers and reviewing engineers yields the fastest delivery and best project results. As possible, we intend to engage the plan review agency or subcontractor early in the design process in order to discuss the scope and code compliance and identify any major code issues.

TASK 5: BID SUPPORT SERVICES

Once the drawings and specifications are fully approved, drawings and specifications will be combined into a bidding package including the City of Fowler provided front-end specification sections of Bidding Instructions and General Conditions. Our project manager, planner, and/or designer will assist the city by attending and participating in a pre-bid conference if scheduled by the City. We will prepare addenda and respond to RFI's. If necessary we will remove items from the project scope at

the request of the city. Early planning for these deductive alternates is essential, and will begin in the Design Development phase.

TASK 6: CONSTRUCTION SUPPORT SERVICES

Attend pre-bid conference, provide construction observation as requested or necessary, assist in preparation of change orders inclusive of a construction estimate. At the conclusion of construction, we will work with the selected contractor to produce a set of as-built drawings capturing field changes, as part of the bid support services, contractor record sets should be shared with the design team to record the deviations from the contract documents. At the point of substantial completion, we will conduct a punch-walk to direct the contractor to address and incomplete items.

TASK 7: POST CONSTRUCTION SERVICES

A close out meeting will cover the list of guarantees that were specified to the contractor in a prior phase. Any documents borrowed from the city will be returned, manuals for Maintenance and Operation of systems will be provided by the contractor, reviewed by the design team, and forwarded to the City. Upon final completion, wet signed project sheets and digital versions will be provided in a format requested.

Community Involvement

Prepare Project Marketing Materials for Community Involvement

A project like this requires extensive community involvement. The Dewberry team will develop a variety of marketing and outreach materials to support this effort. Specifically, our team will create; project information fact sheets, press releases, event flyers, community mailers, comment cards, social media content, press releases, and other content as needed. All materials and content can be created in Spanish and a variety of other languages as needed.

Deliverable: Project Specific Marketing Materials and Social Media Content

Coordinate and Facilitate Farmers Market Booth and Pop-Up Events

Grassroots involvement such as having a City booth at the local farmers market is an effective and low-cost way

to reach a large percentage of the community. Bringing the City and its projects to the community in a low stress and informal setting allows residents to ask questions they wouldn't ask during more formal events. Similarly, Pop-Up events are the project team bringing the project and its materials to uncommon community events such as a weekend at the community pool or during the small community events. Farmers markets and pop-up events provide effective involvement to historically marginalized and unrepresented communities.

Deliverable: Project information booth at the City Farmers Market Pop-up events as appropriate

MetroQuest Survey: Project Introduction to Community

MetroQuest is a web-based survey tool that presents survey questions with a graphic and interactive format allowing survey participants to interact with the survey providing highly customized feedback. This survey allows participants to identify priorities by allocating a limited amount of funds to various project components, place pins on a map identifying specific locations, prioritize their preferences, and many other interactive options to gather specific project feedback. Additionally, this tool can be created in multiple languages and easily viewed on mobile devices. Common distribution methods include social media platforms, distributed to email lists and neighborhood platforms, and posted to the project website. The Dewberry team anticipates utilizing this tool to introduce the project to the community and solicit feedback to help the project stakeholders understand the community's concerns.

Deliverable: MetroQuest Survey – Project Introduction

Story Map: Demonstrate Project Need and Next Steps

Dewberry has access to the full suite of Esri products including desktop and online applications. We have extensive experience leveraging Esri Story Maps through our ArcGIS Online organization. Story Maps are an interactive map-based story telling application that fuses narrative with maps and multi-media content in a web-based platform. Story Maps allow users to interactively engage with and consume content and information about a project, and can include a combination of interactive functionality that allows users to swipe, view information pop-ups, and utilize time sliders to provide a comprehensive picture of the subject with all associated

contextual information.

Deliverable: Story Map platform for greater level of detail

MetroQuest Survey: Project Update and Deeper Dive

As identified in task above, the Dewberry team will utilize MetroQuest for a second survey providing the community with a project update and a deeper dive into the proposed project details. The goal of this survey is to maintain community support momentum and solicit input on specific project details.

Deliverable: MetroQuest Survey – Project Update and Deeper Dive

Community Open House and Stakeholder Involvement Meetings

In addition to a Community Open House, the Dewberry team can facilitate community involvement meetings with individual community stakeholders. The purpose of these smaller events will be to inform and solicit input from specific groups that may not have participated in the larger community events or the open house. These meetings can be held at community facilities like Boys and Girls Clubs, churches, YMCA, and other facilities that reach all community groups. Bilingual technical staff will be onsite for all community and stakeholder meetings to assist with Spanish and other languages as necessary.

Deliverable: Community Open House Stakeholder Involvement Meetings

Develop and Maintain Project Website

An important component of community involvement is a project specific website. The Dewberry team will develop a project website and manage its content. This site will provide project updates and links to project related materials.

Deliverable: Project Specific Website Set Up and Maintenance



Pandemic Planning Considerations

Dewberry's thought-leaders constantly track the latest trends or situations and develop forward-thinking design strategies to improve and enhance police operations. As information is learned about the effects of the COVID-19 virus, our expert designers are analyzing and developing innovative strategies for implementation into new and existing facilities.



Sanitation/Decontamination Zones. Creating sanitation and decontamination zones at entry points allows users to limit contaminants from entering the building. To maintain healthy work environments within the building, contaminant removal and sanitation zone strategies include:

- Outdoor sand pit or abrasive walk-off surface to remove contaminants from boots/shoes
- Handwashing and sanitizing stations
- Bio-hazard waste receptacles for disposal of contaminated PPE
- New PPE supplies for use within the building



Screening Areas. Screening areas at entry points for staff and visitors provide a front-line defense against infected people who enter. Emerging technologies including thermal imaging for screening of fevers may develop into a reliable method of screening, but this new technology is new and minimally tested to prove it is practical and reliable. Screening areas may incorporate the following methods:

- Health-monitoring station including temperature at pulse oximeter
- Automatic entry doors
- Environmental controls for temperature, ventilation, and humidity
- Separation between screening areas and workspace environment



Contact Points. Limiting the number of potential contact points within the building directly reduces the number of potential virus transmission points. As technologies advance more options are readily available for implementation including:

- automatic door operators
- voice-activated controls
- cellphone-controlled application
- hands-free lighting controls and temperature controls
- facial recognition systems and motion detection



Workspace Planning. Workspace modifications include strategies that reorganize open workspaces and limit potential exposure to germs including:

- Incorporate smaller modular workspaces that can be isolated and disinfected from other spaces
- Develop self-cleaning bathrooms with UV disinfecting and touch-free controls
- Reduce the number for horizontal surfaces where germs can collect
- Provide more open spaces that reduce the occupancy density and increase social distancing
- Develop one-way circulation paths where possible to limit contact points and improve efficiencies
- Use of antimicrobial materials and durable materials that can be disinfected easily



Environmental Systems. Mechanical systems for existing and new facilities can incorporate multiple strategies to reduce the risk of infectious aerosol dissemination including:

- Air distribution patterns to move air quickly from breathing zones
- Increase the fresh air changes within a space
- Provide positive pressure between workspace environments and visitor areas
- Provide enhance air filtration and UV germicidal irradiation
- Provide 120 degree water at all hand washing locations

Dewberry is a Sustainability Leader

Sustainable design solutions lead to lower operating costs, life cycle savings, healthier buildings, and/or environmental stewardship. These are the types of benefits that we like to offer our clients. Long before the development of the LEED rating systems, Dewberry was incorporating passive solar design, geothermal, and photovoltaic applications into our designs in order to limit the overall energy consumption of our buildings and their impact on non-renewable natural resources.

From building systems and infrastructure to interior finishes and furnishings, Dewberry designers have the tools, training, and experience to meet and exceed increasingly high levels of green design, creating buildings that benefit your organization and contribute to their environmental context – from building and site to regional and global ecosystems.

As California architects and engineers, we design and live by the California Code of Regulations (CCR) and California Building Standards Code, often referred to as Title 24 of the CCR, along with Part 11 also known as the CALGreen Code.

5**LEED PLATINUM PROJECTS****105****LEED GOLD, SILVER,
CERTIFIED PROJECTS****167****LEED ACCREDITED
PROFESSIONALS FIRM-WIDE****U.S. GREEN BUILDING COUNCIL GOLD MEMBER STATUS****AIA 2030 CHALLENGE SIGNATORY****DEWBERRY MINIMUM SUSTAINABILITY STANDARDS**

MUNICIPAL COMPLEX DESIGNED FOR NET ZERO ENERGY



The existing municipal building serving the City of Countryside was undersized and could no longer effectively support the city's growing staff programs. With this new building, the City aimed to stimulate economic growth in the area and be a leading example of sustainability in civic architecture by pursuing both Net-Zero Energy performance and LEED Gold certification.

A precise building envelope along with exceptionally efficient MEP systems form the basis for the team's low energy strategy in this harsh Climate Zone 5. Photovoltaic arrays at the building's roof and over the police vehicle car port areas provide on-site renewable energy to balance power usage.



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 C**. 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 \$1,000,000.00 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.



CERTIFICATE OF LIABILITY INSURANCE

DA
01 Section 8 I.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER MARSH USA, INC. 1050 CONNECTICUT AVENUE, SUITE 700 WASHINGTON, DC 20036-5386	CONTACT NAME: Alex Gasta PHONE (A/C, No. Ext): 202-263-7881 E-MAIL ADDRESS: Alex.Gasta@marsh.com	FAX (A/C, No): 202-296-0909
CN102736896-7/1-1.1a-21-22	INSURER(S) AFFORDING COVERAGE	
INSURED DEWBERRY ARCHITECTS INC. 1760 CREEKSIDE OAKS DRIVE, SUITE 280 SACRAMENTO, CA 95833	INSURER A: Charter Oak Fire Insurance Company	NAIC # 25615
	INSURER B: Travelers Indemnity Co	25658
	INSURER C: Travelers Property Casualty Co. Of America	25674
	INSURER D: Beazley Insurance Company, Inc.	37540
	INSURER E: Travelers Casualty And Surety Company	19038
	INSURER F:	

COVERAGES**CERTIFICATE NUMBER:**

CLE-006849158-01

REVISION NUMBER: 1

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CONTRACTUAL INS. COV. (INSURED CONTRACTS) GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		X	630-7792B312-COF-21	07/01/2021	07/01/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		X	810-1N788974-21-43-G	07/01/2021	07/01/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ COMP / COLL DED: \$ 1,000
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		X	CUP-4J580377-21-43	07/01/2021	07/01/2022	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
E	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N <input checked="" type="checkbox"/> N	N / A	UB-6P972264-21-43-G	07/01/2021	07/01/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	PROFESSIONAL LIABILITY			V11B5E211201 RETRO. DATE: FULL PRIOR ACTS	07/01/2021	07/01/2022	PER CLAIM/AGGREGATE \$ 2,000,000 SIR \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: DEWBERRY PROJECT/JOB/PLN # 187264, BU8890, FOWLER POLICE HEADQUARTERS

THE GENERAL AND AUTO LIABILITY INSURANCE IS PRIMARY AND NON-CONTRIBUTORY OVER ANY EXISTING INSURANCE AND LIMITED TO LIABILITY ARISING OUT OF THE OPERATIONS OF THE NAMED INSURED AND WHERE REQUIRED BY WRITTEN CONTRACT. WAIVER OF SUBROGATION IS APPLICABLE WHERE REQUIRED BY WRITTEN CONTRACT. ***PLEASE SEE ADDITIONAL PAGE FOR NOTICE OF CANCELLATION***

CERTIFICATE HOLDERCITY OF FOWLER
128 SOUTH 5TH STREET
FOWLER, CA 93625**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Marsh USA Inc.

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**ADDITIONAL REMARKS SCHEDULE**Page 2 of 2

AGENCY MARSH USA, INC.		NAMED INSURED DEWBERRY ARCHITECTS INC. 1760 CREEKSIDE OAKS DRIVE, SUITE 280 SACRAMENTO, CA 95833
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,****FORM NUMBER:** 25 **FORM TITLE:** Certificate of Liability Insurance

AS RESPECTS THE PROFESSIONAL LIABILITY COVERAGE EVIDENCED ABOVE, IF THIS POLICY IS CANCELLED BY THE INSURER, OTHER THAN FOR NON-PAYMENT OF PREMIUM, THE INSURER WILL PROVIDE 30 DAYS WRITTEN NOTICE TO CERTIFICATE HOLDER. AS RESPECTS THE GENERAL LIABILITY, AUTOMOBILE LIABILITY, UMBRELLA LIABILITY, AND WORKERS' COMPENSATION COVERAGES EVIDENCED ABOVE, NOTICE OF CANCELLATION WILL BE PROVIDED BY THE INSURER(S) TO THE CERTIFICATE HOLDER PER THE ATTACHED AS REQUIRED BY WRITTEN CONTRACT.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

VIRGINIA BLANKET CANCELLATION AND NONRENEWAL NOTICE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

In the event of cancellation or nonrenewal or material change that reduces or restricts the insurance afforded by this Coverage Part, we agree to mail prior written notice of cancellation or nonrenewal or material change to:

SCHEDULE

Any person or organization to whom you have agreed to under any contract or agreement that notice of cancellation or material limitation of this policy will be given, but only if:

1. You send us a written request to provide such notice, including the name and address of such person or organization, after the first Named Insured receives notice from us of the cancellation or nonrenewal or material change of this policy; and
2. We receive such written request at least 14 days before the beginning of the applicable number of days shown in this endorsement.

3. **Number of days advance notice:**

Cancellation for nonpayment of premium:		Days
Cancellation other than nonpayment of premium:	30	Days
Nonrenewal:		Days
Material change:		Days

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED PERSON OR ORGANIZATION – NOTICE OF CANCELLATION PROVIDED BY US

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS INCLUDED IN THIS POLICY

SCHEDULE

CANCELLATION:

Number of Days Notice:

30

**PERSON OR
ORGANIZATION:**

ANY PERSON OR ORGANIZATION
(CONTINUED ON IL T8 06)

ADDRESS:

SEE IL T8 06

FAIRFAX

VA
22031

PROVISIONS

If we cancel this policy for any legally permitted reason other than nonpayment of premium, and a number of days is shown for Cancellation in the Schedule above, we will mail notice of cancellation to the person or organization shown in such Schedule. We will mail such notice to the address shown in the Schedule above at least the number of days shown for Cancellation in such Schedule before the effective date of cancellation.

POLICY NUMBER: P-630-7792B312-COF-21

GENERAL PURPOSE ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED ENTITY - NOTICE OF CANCELLATION PROVIDED BY US
IL T4 05 03 11

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:
ALL COVERAGE PARTS INCLUDED IN THIS POLICY

CONTINUATION OF FORM IL T4 05, PERSON OR ORGANIZATION:

ANY PERSON OR ORGANIZATION TO WHOM YOU HAVE AGREED IN A WRITTEN CONTRACT THAT
NOTICE OF CANCELLATION OF THIS POLICY WILL BE GIVEN, BUT ONLY IF:

1. YOU SEND US A WRITTEN REQUEST TO PROVIDE SUCH NOTICE, INCLUDING THE NAME
AND ADDRESS OF SUCH PERSON OR
ORGANIZATION, AFTER THE FIRST NAMED INSURED SHOWN IN THE DECLARATIONS RECEIVES
NOTICE FROM US OF THE
CANCELLATION OF THIS POLICY; AND
2. WE RECEIVE SUCH WRITTEN REQUEST AT LEAST 14 DAYS BEFORE THE BEGINNING OF
THE APPLICABLE NUMBER OF DAYS
SHOWN IN THIS SCHEDULE.

ADDRESS:

THE ADDRESS FOR THAT PERSON OR ORGANIZATION INCLUDED IN SUCH WRITTEN REQUEST
FROM YOU TO US.

NOTICE: THESE POLICY FORMS AND THE APPLICABLE RATES ARE EXEMPT FROM THE FILING REQUIREMENTS OF THE NEW YORK STATE INSURANCE DEPARTMENT. HOWEVER, SUCH FORMS AND RATES MUST MEET THE MINIMUM STANDARDS OF THE NEW YORK INSURANCE LAW AND REGULATIONS.

Effective date of this Endorsement: 01-Jul-2021

This Endorsement is attached to and forms a part of Policy Number: V11B5E211201

Beazley Insurance Company, Inc. referred to in this endorsement as either the "Insurer" or the "Underwriters"

DEWBERRY NOTICE OF CANCELLATION TO CERTIFICATE HOLDER

This endorsement modifies insurance provided under the following:

ARCHITECTS AND ENGINEERS PROFESSIONAL LIABILITY INSURANCE POLICY

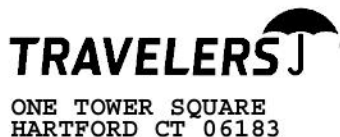
In consideration of the premium charged for the Policy, it is hereby understood and agreed that in addition to the provisions of the Cancellation section of the Conditions, if this policy is cancelled by us, other than for non-payment of premium, we will provide 30 days written notice to the following party(ies):

As per list to be provided by the Named Insured or its Broker of Record.

All other terms and conditions of this Policy remain unchanged.



Authorized Representative



**WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY
ENDORSEMENT WC 99 06 R4 (00) - 001**

POLICY NUMBER: UB-6P972264-21-43-G

NOTICE OF CANCELLATION OR NONRENEWAL TO DESIGNATED PERSONS OR ORGANIZATIONS

The following is added to **PART SIX – CONDITIONS** :

Notice Of Cancellation Or Nonrenewal To Designated Persons Or Organizations

If we cancel or non-renew this policy for any reason other than non-payment of premium by you, we will provide notice of such cancellation or non-renewal to each person or organization designated in the Schedule below. We will mail or deliver such notice to each person or organization at its listed address at least the number of days shown for that person or organization before the cancellation or nonrenewal is to take effect.

You are responsible for providing us with the information necessary to accurately complete the Schedule below. If we cannot mail or deliver a notice of cancellation or nonrenewal to a designated person or organization because the name or address of such designated person or organization provided to us is not accurate or complete, we have no responsibility to mail, deliver or otherwise notify such designated person or organization of the cancellation or nonrenewal.

SCHEDULE

Name and Address of Designated Persons or Organizations:	Number of Days Notice:
ANY PERSON OR ORGANIZATION WITH WHOM YOU HAVE AGREED IN A WRITTEN CONTRACT THAT NOTICE OF CANCELLATION OR NON RENEWAL OF THIS POLICY WILL BE GIVEN, BUT ONLY IF:	30

1. YOU SEE TO IT THAT WE RECEIVE A WRITTEN REQUEST TO PROVIDE SUCH NOTICE, INCLUDING THE NAME AND ADDRESS OF SUCH PERSON OR ORGANIZATION, AFTER THE FIRST NAMED INSURED RECEIVES NOTICE FROM US OF THE CANCELLATION OR NON RENEWAL OF THIS POLICY; AND
2. WE RECEIVE SUCH WRITTEN REQUEST AT LEAST 14 DAYS BEFORE THE BEGINNING OF THE APPLICABLE NUMBER OF DAYS SHOWN IN THIS ENDORSEMENT.

ADDRESS:

THE ADDRESS FOR THAT PERSON OR ORGANIZATION INCLUDED IN SUCH WRITTEN REQUEST FROM YOU TO US.

All other terms and conditions of this policy remain unchanged.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective
Insured

Policy No.

Endorsement No.
Premium \$

Insurance Company

Countersigned by _____

DATE OF ISSUE: 06-09-21

ST ASSIGN:

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED PERSON OR ORGANIZATION – NOTICE OF CANCELLATION PROVIDED BY US

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS INCLUDED IN THIS POLICY

SCHEDULE

CANCELLATION:

Number of Days Notice:

30

PERSON OR ORGANIZATION:

ANY PERSON OR ORGANIZATION TO WHOM YOU HAVE AGREED IN A WRITTEN CONTRACT THAT NOTICE OF CANCELLATION OF THIS POLICY WILL BE GIVEN, BUT ONLY IF:

1. YOU SEND US A WRITTEN REQUEST TO PROVIDE SUCH NOTICE, INCLUDING THE NAME AND ADDRESS OF SUCH PERSON OR ORGANIZATION, AFTER THE FIRST NAMED INSURED RECEIVES NOTICE FROM US OF THE CANCELLATION OF THIS POLICY; AND
2. WE RECEIVE SUCH WRITTEN REQUEST AT LEAST 14 DAYS BEFORE THE BEGINNING OF THE APPLICABLE NUMBER OF DAYS SHOWN IN THIS SCHEDULE.

ADDRESS:

THE ADDRESS FOR THAT PERSON OR ORGANIZATION INCLUDED IN SUCH WRITTEN REQUEST FROM YOU TO US.

PROVISIONS

If we cancel this policy for any legally permitted reason other than nonpayment of premium, and a number of days is shown for Cancellation in the Schedule above, we will mail notice of cancellation to the person or organization shown in such Schedule. We will mail such notice to the address shown in the Schedule above at least the number of days shown for Cancellation in such Schedule before the effective date of cancellation.



CITY COUNCIL MEETING

REPORT TO THE CITY COUNCIL

DATE: September 5, 2023

FROM: YVONNE HERNANDEZ, Recreation Supervisor

SUBJECT: Donation request from Fowler Youth Football

EXECUTIVE SUMMARY

Staff recommend the City Council approve a donation request from Fowler Youth Football in the amount of \$2000 for fiscal year 2023-24.

BACKGROUND

The City's "Youth Recreational Funding Program Guidelines" outline the purpose, process, and evaluation procedure for providing up to \$2,000 per year to youth sports programs in Fowler. Fowler Youth Football meets these requirements, and a submitted a complete application which outlined they will utilize potential funding for CIF helmet certification. However, the program has been awarded funding in previous years and staff recommend they be awarded this year.

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 have been appropriated under Youth Sports Contributions in the Utility Users Tax Fund.

CONFLICT OF INTEREST

Staff is not aware of any conflicts of interest.

Attachments

- Community Youth Organization Funding Application 23/2024 Fiscal Year



City of Fowler
COMMUNITY YOUTH ORGANIZATION FUNDING APPLICATION
2023-2024 Fiscal Cycle

Please print or type and attach additional paper if needed

Section 8 J.

RECEIVED
JUL 24 2023

BY:

I. GENERAL INFORMATION

Date: 7/18/23

Applicant: Fowler Youth Football		
Type of Applicant:	Public Agency	Private Non-Profit
Contact Person:	Lupe Orozco	Title: President
Address:	5828 S. Peach Ave	City, Zip Code: Fresno CA, 93725
Phone:	559-374-9137	Fax:
Email: Orozco_21@yahoo.com		
Agency website:		
Location of headquarters, branch offices, and outreach sites:		
Everything for this Football program is housed at the address on this application. This location is within Fowler city limits and it serves our youth here in Fowler and Malaga		
Provide a description of the youth organization and its general functions:		
This program is a Youth Football program. It is a full contact football program that services close to 145 athletes and their families. We are part of the Tri-County League and have 4 divisions. Kids ages go from 7-14 years of age. In a normal season we play between 8 and 9 games and host between 4-5 home games per season.		
What is your agency's budget for the current fiscal year?	\$ 1738	
I have received a copy of the Youth Recreational Funding Program Guidelines		
Initial		luo

Signature: _____ Date: 7/24/23

Print Name: Lupe Orozco

II. PROGRAM DESCRIPTION

Name of the youth program or project for which you are requesting funding: Fowler Youth Football	Amt. of Funding Requested: \$ 2,000	
Is a new or existing program? (Please circle one)	New	Existing
Number of clients this program is currently serving in the current fiscal year:	Fowler Residents and Students	T o t a l
	142	142
Number of clients this youth program is expected to serve in the next fiscal year:	145	145
<p>Provide a detailed description of the proposed project explaining precisely what is to be accomplished with the requested funds. What is the primary project goal? Include details on the nature and scope of the situation to be addressed.</p> <p>Every year to keep up with CIF rules in football and player safety, we send out our helmets for certification. We average between 75-80 helmets to get certified. Some helmets need to be replaced or padding needs to be replaced. On average we pay close to \$27 per helmet. The funds we are requesting would be to help cover the cost of certification. This would</p>		
<p>Identify and describe the target population.</p> <p>Our Program targets any youth 7-14 years old here in Fowler and Malaga. It can also be male or female.</p>		
<p>How will this program be promoted among the target population?</p> <p>This program mostly promotes itself through references of families from previous years. We also do some fundraising for the community and our home games are a huge part as well.</p>		
<p>Identify the facility at which the proposed project services will be provided, including hours and days.</p> <p>As for the certification of helmets we work with Riddell. They collect all the helmets we are sending out and then it takes about 4-5 months to get them back. This usually takes place in the off season.</p>		

III. PROGRAM FINANCIAL INFORMATION

Please list the year(s), and amount(s) of past funding the program/project has received from the City of Fowler:

We have received \$2000 from the city dating back to 2021 and 2022.

Please list funding the program receives from other sources, including other cities:

Majority of the funding this program lives off is the registration and football games entry fee and snack bar. We also do a few fundraisers with sports gear and fireworks.

Please supply the following information regarding funding the specific program/project you are proposing.

Categories	Expenditures	Revenues	
		Other Sources	From City
Salaries & Benefits	0	0	0
Supplies	2000	0	0
Rent	0	0	0
Communications (phone, postage)	0	0	0
Travel Expenses	0	0	0
Insurance	2525	0	0
Other	2025		
TOTAL BUDGET:	1738		

IV. ATTACHMENTS

Please attach the following to your application:

Evidence of non-profit status 501(c)(3)
 Copy of Bylaws/guidelines
 Evidence of Liability Insurance; amount of \$1,000,000
 Evidence of Worker's Compensation Insurance
 Board of Directors roster / stipend / amount
 Copy of the agency's most recent total budget

All application packets must be completed, with all attachments, and returned to the Fowler City Hall, 128 South Fifth Street, Fowler, CA 93625. Attention: City Clerk.



Department of the Treasury
Internal Revenue Service
Tax Exempt and Government Entities
P.O. Box 2508
Cincinnati, OH 45201

FOWLER MALAGA YOUTH FOOTBALL
5828 S PEACH AVE
FRESNO, CA 93725

Date:
03/02/2022
Employer ID number:
81-0685762
Person to contact:
Name: Customer Service
ID number: 31954
Telephone: 877-829-5500
Accounting period ending:
January 31
Public charity status:
509(a)(2)
Form 990 / 990-EZ / 990-N required:
Yes
Effective date of exemption:
February 3, 2022
Contribution deductibility:
Yes
Addendum applies:
No
DLN:
26053438002092

Dear Applicant:

We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3). Donors can deduct contributions they make to you under IRC Section 170. You're also qualified to receive tax deductible bequests, devises, transfers or gifts under Section 2055, 2106, or 2522. This letter could help resolve questions on your exempt status. Please keep it for your records.

Organizations exempt under IRC Section 501(c)(3) are further classified as either public charities or private foundations. We determined you're a public charity under the IRC Section listed at the top of this letter.

If we indicated at the top of this letter that you're required to file Form 990/990-EZ/990-N, our records show you're required to file an annual information return (Form 990 or Form 990-EZ) or electronic notice (Form 990-N, the e-Postcard). If you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked.

If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

For important information about your responsibilities as a tax-exempt organization, go to www.irs.gov/charities. Enter "4221-PC" in the search bar to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, which describes your recordkeeping, reporting, and disclosure requirements.

Sincerely,

Stephen A. Martin

Stephen A. Martin
Director, Exempt Organizations
Rulings and Agreements

Letter 947 (Rev. 2-2020)
Catalog Number 35152P



STATE OF CALIFORNIA
FRANCHISE TAX BOARD
 PO Box 1286
 Rancho Cordova CA 95741-1286

FOLWER MALAGA YOUTH FOOTBALL
 ATTN: LUPE OROZCO
 5828 S. PEACH AVE
 FRESNO CA 93725

Date: 02.07.2023
 Case: 36110805718340763
 Case Unit: 36110805718340766
 In reply refer to: 760:MN:F120

Regarding : **Tax-Exempt Status**
 Organization's Name : FOLWER MALAGA YOUTH FOOTBALL
 CCN : 3884038
 Purpose : Charitable
 R&TC Section : 23701d
 Form of Organization : Incorporated
 Accounting Period Ending : 12/31
 Tax-Exempt Status Effective : 03/09/2016

Exempt Determination Letter

We have determined the organization is tax-exempt from California franchise or income tax as stated in the above Revenue and Taxation Code (R&TC) section.

To retain tax-exempt status, the organization must be organized and operating for nonprofit purposes within the provisions of the above R&TC section. An inactive organization is not entitled to tax-exempt status.

We have based our decision on the information submitted and the assumption that the organization's present operations will continue unchanged or conform to those proposed in the organization's application. In order for us to determine any effect on the tax-exempt status, the organization must immediately report to us any change in:

- Operation
- Character
- Purpose
- Name
- Address

Our determination may no longer be applicable, if these changes occur:

- Material facts or circumstances relating to the organization application.
- Relevant statutory, administrative, or judicial case law.
- Federal interpretation of federal law in cases where our decision was based on such interpretation.

It is the organization's responsibility to be aware of these changes should they occur. This paragraph constitutes written advice, other than a chief counsel ruling, within the meaning of R&TC Section 21012(a)(2).

For filing requirements, get Pub. 1068, *Exempt Organizations - Filing Requirements and Filing Fees*. Go to ftb.ca.gov and search for **1068**.

All California public benefit corporations must register with the California Attorney General's Office Registry of Charitable Trusts within 30 days of first receiving any assets.

The Attorney General regulates charities and the professional fundraisers who solicit on their behalf. The purpose of this oversight is to protect charitable assets for their intended use and ensure that the charitable donations contributed by Californians are not misapplied and squandered through fraud or other means.

Please refer to oag.ca.gov/Charities for further information on registration requirements and contact information. Also see the publication Attorney General's Guide for Charities.

This exemption is for state franchise or income tax purposes only. For information regarding sales tax exemption, contact the California Department of Tax and Fee Administration at 800.400.7115, or go to their website at cdtfa.ca.gov.

Molly N
Telephone: 916.845.4171
Fax: 916.843.6006

TRI COUNTY YOUTH FOOTBALL LEAGUE



2023 EDITION

CONSTITUTION
AND
BYLAWS

Revised 6/22/2023

ORGANIZATION

Officers and Directors
(Board of Directors)
President



There shall be one (1) director representing each organization, from these the officers will be elected, excluding the secretary/treasurer, who shall be appointed. The directors, together with the officers, shall constitute "The Board of Directors". Tri-County league does not encourage coaches as directors. The commissioner is an appointed, non-voting board member and does not represent any organization.

ADMINISTRATIVE COMMITTEES

CHEER USA Football SPECIAL COMMITTEE: Special Assignments

BOARD OF DIRECTOR'S MEETING AGENDA

- I. CALL TO ORDER
- II. ROLL CALL
- III. MINUTES
- IV. TREASURER'S REPORT
- V. PRESIDENT'S REPORT
- VI. CHEER COMMISSIONER'S REPORT
- VII. COMMISSIONER'S REPORT
- VIII. RULES COMMITTEE REPORT
- IX. OLD BUSINESS
- X. NEW BUSINESS
- XI. ADJOURNMENT

CONSTITUTION

ARTICLE I - NAME

- A. The name of this league shall be Tri-County Youth Football League.

ARTICLE II - PURPOSE AND OBJECTIVES

- A. To promote the theory and practice of the principles of good citizenship.
- B. To take an active interest in the social and moral welfare of each player.
- C. To unite the players in the bond of friendship, good fellowship, and mutual understanding.
- D. To encourage discipline and promote high standards in sportsmanship, physical fitness, and the fundamentals of football and cheer.
- E. To create and foster a spirit of generous consideration among the players regardless of race, creed, national origin, or sex.
- F. To provide an opportunity to play the game in a supervised, organized, and safety-oriented manner, and keep the welfare of participants free of any adult ambition and personal glory.

ARTICLE III - MEMBERS

- A. In conformity with the objectives of this League, membership shall consist of not more than one active member for each town.
- B. Adult persons of good moral character and standing in the community and who are engaged in a legitimate and recognized line of business or professional activity and preferably not a coach in Tri- County League.
- C. Teams shall be subject to the same rules and regulations governing selection as active membership. Applications for League membership should be approved by the active members involved before membership can be granted.
- D. No prospective team shall be invited to join the League until after this nomination has been approved by the active members involved before membership shall be granted.
- E. The President shall present "Proposal for Membership" to the Board of Directors for majority approval. (51% of the Executive Board).
- F. If this approval is granted, the prospect can be invited to become a member of the league.

- G. Tri-County Youth Football League team charter form, and a check for league fees must be in the hands of the Treasurer by July 15th of each year. League fees: \$500.00
- H. Every organization shall have a Board of Directors consisting of no less than 5 members.
 - a. Directors shall consist of a President, Secretary, Treasurer and 2 Members-at-Large.
 - b. Tri-County Representative shall be designated to the Tri-County Board.
 - c. A list of these directors shall be given to the Tri-County Board by March 31st of each year.

ARTICLE IV - RESIGNATIONS

- A. Resignations of any team shall become effective upon written notice to the league Commissioner.

ARTICLE V - FORFEITURE OF MEMBERSHIP

- A. The Commissioner shall submit to the Board of Directors the name of any team who refuses or neglects to pay any indebtedness due to the League within the prescribed time designated by the Commissioner.
- B. The Board shall thereafter decide whether the team shall be dropped or retained on the roster.
- C. If an organization has an unpaid debt over 90 days from the date of first invoice of the year, they cannot host a playoff, all-star, or championship game and loses voting rights until debit is paid in full.

ARTICLE VI OFFICERS

- A. The League officers consist of the following: President, Directors, Commissioner, Secretary/Treasurer, President-Elect, and Cheer Commissioner.
 - a. Each organization will have one Director from which these officers will be elected.
- B. Board terms for the offices of Commissioner, Secretary, Treasurer, and Cheer Commissioner will be 2 years. Elections for these positions will occur at the annual Tri County Year End Meeting. The elections for Commissioner and Cheer Commissioner will occur on even numbered years. Elections for Secretary and Treasurer will occur on odd numbered years.
- C. The election shall be by ballot by those present and qualified to vote. A plurality vote shall be necessary to elect.

The administrative officers and their duties are as follows:

- A. Commissioner: The League Commissioner shall be under the direction of the Board of Directors and answerable only to them. This person's main functions shall be to investigate and carry out disciplinary actions as outlined below:
 - a. Direct meetings and otherwise carry out duties of President or President Elect if both are absent.
 - b. Perform other related duties as assigned, oversee coaches, and direct their complaints to the Board.

- c. Schedule coaches' clinics and set-up the League game schedule.
- d. Shall receive, investigate, and report any rule violations to the Board.
- e. The Commissioner Elect must sever all ties with their originating organization until their term of office has expired.
- f. The Commissioner can only be recalled by a two-thirds vote of the entire Board of Directors.
- g. No prior coaching experience is needed.
- h. They will be the arbiter in inter-team and League disputes, such as recruiting. They will hear all the game protests. If, after appropriate investigation, the Commissioner determines that a rule violation may have been committed which involves serious age and weight infractions, or other matters that concern the safety and well-being of the program and or the players, the Commissioner has the authority to order the immediate, temporary suspension of the team until the Board of Directors makes a final judgment after hearing the facts. In all cases, the decision of the Commissioner shall be made within a reasonable period after investigation.
- i. The Commissioner will, at some time during the season, make and conduct the weigh-in of each League team. Their presence will be unannounced. They will balance the scales and conduct the weigh-in themselves. They will also be Tri-County's official weigh master at all playoff games or shall be designated official weigh masters. If at carnival a weigh in master is not available, both tri county reps must sign off on official weigh in.
- j. The Commissioner will receive an expense account. The League will pay the amount approved by the Board of Directors each year. They will be reimbursed for League business and will be paid quarterly or yearly at the Commissioner's option. This expense account will be paid for each team and assessed prior to the start of each season. The assessment will be due and payable when insurance fees are due.

B. President shall be the Chief Executive Officer of the League.

- a. They shall preside at all meetings and shall be Chairman of the Board of Directors.
- b. They shall issue the call for regular monthly and special board meetings.
- c. They shall appoint the standing administrative and activities committees in accordance with League standard organization plan and shall see that these committees' function and shall cooperate with the committee chairman toward that end.
- d. They shall call for regular committee reports.
- e. They shall see that regular elections are held in accordance with the League constitution.
- f. The President shall be an ex-officio member of all committees.
- g. If for any reason the President is unable to perform their duties, the President-Elect shall occupy their position and perform their duties, having the same authority as the President.
- h. If for any reason the Office of the President shall become vacant, the President-Elect shall succeed in the Office for the remainder of the unexpired term.
- i. Direct all regularly scheduled meetings

C. President-Elect:

- a. To prepare to take over the Presidency.

D. The Secretary:

- a. Shall report to the League Commissioner the name of League Officers.
- b. Shall keep the general league records, including minutes of the league board meetings, committee appointments, officers list, and list of members showing their classification, address, and telephone numbers.
- c. Shall take minutes of all League meetings and send copies to all board members on the League mailing list.
- d. They will also send information regarding upcoming League meetings.
- e. Will secure all paperwork, distribute and generally be responsible for submitting all items of importance pertaining to the league.

E. The Treasurer:

- a. Shall receive all monies for the league and deposit the same in a bank approved by the Board of Directors and shall pay out monies only on authority of the Board of Directors and/or Commissioner. All checks and vouchers must be signed by the board approved designated parties.
- b. Prepare and submit monthly and yearly financial reports to the Board of Directors.
- c. Shall receive, disperse, and keep records on all League monies, at the direction of the Board.
- d. They shall also be responsible for issuing and receiving all League forms (player contracts, team roster, player addition slips, etc.)
- e. They shall also receive and submit said completed forms to appropriate body on date designated by the President or Commissioner.

F. Compensation - Any member of any organization belonging to the Tri-County Youth Football League will not be compensated, and participation is strictly on a voluntary basis. The only exception to this rule is the compensation given to the Commissioner \$2000 and Secretary \$1000, Treasurer \$500, and Cheer Commissioner \$500.

The duties of the Board of Directors shall be as follows:

- A. The Board of Directors shall constitute the Executive Board of the League and shall be responsible for the execution, through its officers, of the authorized policies of the League.
 - a. All new business of the League shall be considered and shaped by the Board of Directors.
- B. The Board of Directors shall authorize all expenditures and shall not create any indebtedness beyond the income of the League nor disburse funds non-essential to the objectives of the League.
- C. A majority vote of the Board of Directors shall govern. The Board of Directors shall have power to overrule or nullify the action of any officer of the League. Any conflict which may arise will be voted upon by the Executive Board minus conflicting teams.
- D. Each Director shall report either verbally or in writing each month to the League President.

- E. All problems pertaining to either administrative or activity matters shall be referred to the Board of
 - a. Directors for resolution.
- F. All board members are required to have a pending and/or completed background check on or before the beginning of conditioning week.

Meetings:

- A. All regular meetings are mandatory and there will be no excused absences. The first missed meeting in the calendar year is a \$50 fine, second miss is a \$75 fine and third miss is a \$100 fine.
- B. Meetings will be monthly and normally take place the 2nd Tuesday of every month.
- C. An attendance of 51% of the Directors shall be necessary for a quorum at any meeting of this League.

ARTICLE VII - PARLIAMENTARY PRACTICES

- A. In the absence of rules in this constitution or in the By-Laws of this League, the proceedings of the League Board of Directors shall be conducted in accordance with Roberts Rules of Order.

ARTICLE VIII - AMENDMENTS

- A. This Constitution may be amended at any regular League meeting which has a quorum by a two-thirds vote of the Board members present, provided the Board has previously considered the merits of the amendment.
- B. No amendment shall be put to vote unless notified at least two (2) weeks before the meeting at which the amendment is to be voted upon. Said notice to state the proposed amendment.

BY LAWS

- 1. This League at no time shall endorse or recommend any candidate for political office, nor shall politics or political candidates be discussed at the meetings.
 - a. No religious discussions shall be tolerated at meetings.
 - b. No smoking or alcoholic beverages will be allowed at meetings.
- 2. No officer or member of this League shall use it to further any personal, political, or other aspirations, or take part in any movement that does not support the real purpose and objectives of the League.
- 3. No funds shall be solicited from members of the League during the meetings by any individuals who are not members of the League. Any suggestions or propositions made at any meeting of the League calling for the expenditure of money for other than the regular obligations shall be referred to the Board of Directors.

4. Tri-Co accepts the Heads-up Football Program.
5. Every adult participant or team organization who feels they have been treated unfairly by the Commissioner's decision may appeal to the Board of Directors.
6. Any organization that has an outstanding fine not paid by the (45) forty-five days after the fine was levied, will have that said fine doubled.
7. All new organizations joining the Tri-County League must ensure their present colors do not conflict with any of the existing organizations in the league.

I. PRACTICE RULES

1. 7v7 is allowed from Jan to July. No more than 6 hours of practice per week. Organizations must compete in one tournament during the month they are practicing and must provide proof to the Commissioner.
2. Spring practices – during the month of May, organizations are allowed to have up to 5 practices, no more than 2 hours in length, for off season spring practices. No helmets or shoulder pads allowed. Organizations must advise the Commissioner of the dates these practices are scheduled to occur.
3. Conditioning: A week's conditioning (10 hours) period must be conducted prior to any contact.
 - a. No conditioning period shall start prior to the date established by the Executive Board.
 - b. No player shall be allowed to participate in the conditioning period until a completed player's contract and physical is obtained by the head coach.
4. Contact: No contact will be allowed prior to the date established by the Executive Board.
 - a. In no event will full dress uniform be allowed on the practice field prior to the "start of contact" date established by the Executive Board.
 - b. Helmets may be issued, BUT NO PADS.

Maximum Hours of Practice per week before carnival.

5. Hours: No team may schedule more than 10 hours per week of pre-season practice; a week being 7 consecutive calendar days.
 - a. Not more than 2-1/2 hours of practice may be scheduled on any one day.
 - b. Break time is not counted against the 10 hours per week or 2-1/2 hours per day of allowed practice time.

Maximum Hours of Practice per week after carnival.

6. Practice Times after Carnival will be six (6) hours per week, a week being 7 consecutive calendar days.
7. Maximum session shall be 2 hours. Break time is not counted against the 6 hours per week or 2 hours per day of allowed practice time.
8. Practices times for playoffs will be 8 hours a week.
9. You may not tape or show up to other team's practices.
 - a. Penalty to be reviewed by board.

Safety Precautions

10. All practices must be attended by one person holding a Red Cross Multi-Media Card or its equivalent, if not by a volunteer physician.
11. Warm Weather Precautions: Teams must guard against serious heat problems, which in extreme high school and college cases have occasionally resulted in death. The training regimen of any team practice under high heat and/or humidity conditions should:
 - a. If the air quality states over 150 then you should not practice.
 - b. Limit or eliminate laps entirely. Do not assign laps for disciplinary reasons.
 - c. Schedule practices for early evenings after the sun is low in the sky.
 - d. Give your players all the water they want to drink when they want to drink it.
 - i. Do not substitute soft drinks or sugar-laden beverages in place of water.
 - e. Each coach should keep an eye on all players and his fellow coaches for the slightest sign of heat exhaustion.
 - f. Within each 2 hours of practice there should be a 15-minute break.
 - i. Use this time for chalk talk or book work.

Prohibited from Practices

12. Use of full "bull ring" or any other practice where a player is subjected to a hit from a direction he cannot see. A half ring or other practice may be used where the player has at least peripheral vision and can safely anticipate.
13. Any sled or dummy that employs a spring-loaded or other mechanical principle that "shoots" out part of the apparatus to stimulate the movement or impact of an imagined opponent. Age-appropriate sleds are allowed.

Controlled Inter-Squad Scrimmage:

14. After the first week of practice in pads (contact) is completed, teams are permitted to engage in joint practice sessions with other teams in what are called controlled inter-squad scrimmages that count as hours of practice.
 - a. In a controlled inter-squad scrimmage, there is prior agreement between coaching staff that: Coaches will be permitted on the field.

- b. Long time outs are taken between plays so that coaching staff can instruct and critique their players.
- c. Coaching staff may inform each other of the plays they are going to run so one team can concentrate on its offensive sets while the other improves its defense and vice versa.
- d. There are no officials present.
- e. Game score is not kept, in fact, scoring is not the primary goal.
- f. No official time is kept.
- g. Each team is allowed controlled inter-squad scrimmages, including a carnival.

Definition of Practice Session:

15. To prevent bending of the rules and as a protection of children, practices are defined as a gathering of players, without minimum number, requiring the presence of at least one coach, where one or more of the following activities take place:

- a. Chalk talk or skill session.
- b. Viewing of fundamentals film.
- c. Group conditioning.
- d. Individual skill session (QB, receiving, blocking, tackling, kicking etc.).
- e. Group skill sessions (offense, defense, special teams).
- f. Dummies and other inanimate contact.
- g. Play run through without pads (shorts and T-shirts).
- h. Run through plays without pads.
- i. Intra-squad scrimmage with full pads and equipment.

II. CARNIVAL

- 1. There will be four Carnival sites.
- 2. Each team is required to have a typed-out Carnival Roster in game day numerical order. \$25 fine per division if not done correctly.
- 3. Mighty Might's must participate at Carnivals.

Carnival Sites:

2023: Avenal, Los Banos, Reedley, Visalia
 2024: Firebaugh, Ranchos, Kingsburg, Mendota
 2025: Fowler, Kerman, Tranquility, Chowchilla
 2026: Coalinga, Dos Palos, Washington, Los Banos

III. GAMES

1. Quarter times
 - a. Pee Wee, and Junior all quarters will be 8 minutes in length.
 - b. Senior games all quarters will be 10 minutes in length.
 - c. Mighty Might Games: all quarters will be 10 minutes in length with a running clock.
 - d. A maximum of 2 minutes between quarters
 - e. And 10 minutes between halves will be strictly enforced.
2. Time-outs
 - a. A team shall be permitted no more than 3 time-outs per half.
3. Substitutions
 - a. The free substitution rule is always in effect.
4. Weigh-in
 - a. All weigh-ins will be conducted one hour before game time. Failure to comply could disqualify a player from the game. The opposing coach would have to agree to allow player to play after visually seeing *or* weighing in the player before the start of the game.
 - b. No coaches can compromise on an overweight player.
 - c. No sweating down to make weight is allowed.
 - d. No player may wear less than a shirt and gym shorts for any Weigh In. Additionally, a player will have no more than 2 attempts to Weigh In.
5. Game ball
 - a. Balls must be designated as size appropriate for oldest documented age of Division. i.e., MM 8, PW 10, JR 12, SR 14.
 - b. The ball must be of good grade leather or rubber.
6. Officials
 - a. All League games will be officiated by C.I.F. officials.
 - b. The home team will be responsible for payment of game officials.
 - c. Officials are to be paid no later than half the time of the last game of the day.
 - d. The Commissioner of officiating C.I.F. officials shall be provided a copy of Tri-County Youth Football League Rules.
7. Facilities
 - a. All teams are to notify the League Secretary of the game facilities which will be used by the visiting team.
 - b. Notification shall be made the same time the official team roster is sent to the Secretary.
 - c. Include the following information with a yes or no: Dressing facilities (furnished by the home team)

8. Ticket Prices

- a. A standard league price of \$5 for adults, \$2 for high school students, senior citizens (65) and military, with an option to charge less than \$1 for all ages younger.
- b. Must be posted at entry.
- c. Playoff league fees will be the same.
- d. All passes issued for the season will remain in effect.
- e. No organization may charge for parking at any game.

9. Background Check:

- a. No person shall step on the field during game day without a background check. Any person who is found to be coaching at a practice or game without clearing their background check or USA football certification will be subject to a fine and/or suspension.

10. Announcers

- a. Announcers should be instructed to play the Star-Spangled Banner or say the Pledge of Allegiance prior to the start of the game. One of the above-mentioned will suffice, however, both are permitted.
- b. Announcers should have a Rule Book available.
- c. Announcers always should maintain crowd control.
- d. An announcer should not verbally favor one team over another.

11. Medical

- a. The home team must be responsible for medical personnel at each scheduled game.
- b. At least one coach from each team must have at least a minimum of a valid CPR/First Aid certificate. This certification must be on file with TCYFL. This coach will be identified with a different TCYFL coach's badge.
- c. Having an ambulance available is also encouraged.
- d. The designated home game medical staff must meet with opposing coaches and the referees prior to the start of each game. The home team is responsible to notify the visiting team, at weigh ins, of who the medical coach is. This will be verified on the team roster with signatures.
- e. The home team is responsible for notifying the league game official of who the medical coach is prior to the beginning of each game. This coach is to remain on the field during the entirety of the game.
- f. Organizations can provide another medical personnel or entity, in addition to the designated medical coach, but still need to advise league game official prior to each game.
- g. There will be a \$500 fine if any of the above rules are violated, to be paid by the next game.

12. Injuries

- a. Any injuries to a player requiring medical doctor attention must have a medical release from a medical doctor to resume practice or play.
- b. If the official or medical personnel has concerns of a concussion, they are not eligible to return to the game.
- c. Return to play: any injuries to a player requiring medical doctor attention must have a medical release from a medical doctor to resume practice or play.
- d. Any player diagnosed as receiving a concussion during a practice session or game, must pass the entire 5-day return to play concussion protocol plan prior to be allowed to participate in any contact drill or game. The Commissioner must be notified once the player has cleared the concussion protocol. The Return to Play protocol can be found at the end of these By-Laws.

i. *Document attached at end of By-Laws.*

1. All parents are to receive a copy of the policy at the beginning of the season.

13. Allowed on field:

- a. The only people allowed on the field and bench area in addition to referees are the following:
 - i. Players on each team
 - ii. Only seven (7) coaches are allowed on the field during games.
 - iii. Game physician and ambulance crew.
- b. Sideline marker crew no more than 4 (18 years or older recommended).
- c. Anyone allowed on the field and/or School Grounds is prohibited from smoking, using drugs, alcohol, and profanity.
- d. Coaches must wear TCYFL badges in a visible manner while on the field. Fines possible if the rule is violated.
- e. Any organization's board members are allowed on the field but must be OUTSIDE the 25-yard line and are designated only as observers of the game.

14. Scoring values

- a. To remain consistent with Tri-County suggestions, the following scoring values will be in effect:
 - i. Touchdown - 6 points
 - ii. Junior/Senior Point after TD - run or pass, 1 point; kick, 2 points.
 - iii. Pee Wee Point after TD- p ass or Kick 2 points: Run 1 point.
 - iv. Safety - 2 points
 - v. Field goal - 3 points
- b. Forfeit (offended team wins by) - 1 to 0 score.
- c. Tie breaker, CIF Central Section Rule shall be used.
- d. If the score at the conclusion of regulation play is tied, there will be a timeout.
 - i. The captains of the two squads will meet at midfield, with the officials, for a flip of the coin.
 - ii. The winner of the toss will have the option to defend a goal or to determine possession. The ball will start on the 25-yard line or at a yard line agreed upon by officials and both head coaches. The team that outscores the other in the "overtime" session will be the winner, following the rules of football.
 - iii. If a second overtime period is needed, a 2-point conversion MUST be attempted by the team scoring a touchdown.
- e. Byes – all byes are considered a win. No points are given for playoff seeding.

15. Game times

- a. No game will begin later than 8:30 p.m. and all games shall be terminated or completed by 10:30 p.m. All fields shall be equipped and marked in accordance with high school standards.

16. Fans

- a. Each team is responsible for having their fans, especially the young fans, remain on their side of the field

during the game.

- b. Adult patrolman is suggested.
- c. If problems arise, the game announcer will ask the fans to return to their side of the field.
- d. Tri-Co has accepted the Adult Code of Conduct document to be implemented by all local Tri-Co Youth Football Boards.
 - i. *Document attached at end of By-Laws.*

17. Chain Gang

- a. It is recommended chain gang and any other volunteers used are 18 years or older.
- b. Chain gangs are to be advised not to talk excessively with the players, coaches, officials, etc. No cell phones are allowed while performing as chain gang.
- c. Also, they are to be told that they are not "sideline officials" and must act accordingly.
- d. The Chain gang should not use a cellular phone during the game. No more than 4 people at chain gang.
- e. If a Head Coach has any difficulty with a chain gang member, they should immediately notify the lead official of the game and their respective TCYFL representation.

18. Game Scores

- a. Home teams are responsible for informing Tri County Officials game scores by 6:00 p.m. on Sunday to the Secretary.
 - i. Email: tricityfootballleague@gmail.com
 - ii. Phone or Text: 408-499-8170 If this is not done, there will be a \$25.00 fine.

19. I.D. Cards

- a. Identification cards will be issued by Tri-County League (28 per organization).
- b. For use by coaches and all team officials.
- c. All Tri County Executive Board members will receive season passes unless the Board member is an active coach.
- d. All coaches participating in the game MUST WEAR their Tri-County League badge in a visual way. Any coach found not wearing their badge will be subject to a \$25 fine.

20. Ice Chests

- a. No ice chests, outside food, similar picnic baskets or alcoholic beverage items can be brought into games, carnivals, or scrimmages by non-coaches.
- b. Coaches can bring Water Coolers and a coach's ice chest for players and coaches only. Water or Gatorade drinks only in ice chest.

21. Rest Room Facilities

- a. All organizations shall have restrooms or portable toilets available.

22. Changes to Game Schedule

- a. Game Schedule Changes must be made in writing to the Commissioner at least one week prior to the game.

- b. It is the responsibility of the team making the change to notify the other team.
- c. The Commissioner will notify the Youth CIF Officials Representative.
- d. If a home team has a conflict hosting a regular season game:
 - i. First option is to move the game to an available, neutral site.
 - ii. Second option is to move the game to the visitor's home field.

23. Play Off Games:

- a. Any organization hosting a Play-Off game has (45) forty-five days to pay Tri-County their hundred dollars per game.
- b. The (45) forty-five-day deadline will begin on the last Saturday game date they are hosting.
- c. If the payment is not paid before the deadline is up, a \$250 dollar Fine will be levied.

24. Filming:

- a. Games only for scouting purposes are allowed in Tri-County.
- b. Other teams may not film another team's practice.
 - i. Penalty to be reviewed by TCYFL board.

25. Grievance

- a. If any league has a grievance, they must bring it to TCYFL board by notifying Commissioner by the following Wed after the incident by 6pm.

IV. PLAYERS

Eligibility for certification

1. In order to be certified on a team roster, a player shall qualify as an eligible candidate under these requirements: The Tri-County Youth Football League will supply a standard form for this.
 - a. Player's contract will have for review of the opposing coaches.
 - b. A picture in their team jersey with number
 1. Teams must have an add/drop form on file if jersey changes
 - c. and birth certificate attached to it.
 - d. A player must have parental consent. A signature on the player contract of both parents if living together (but only one, with whom the player lives, if separated, divorced, etc.), or legal guardian, giving the child his or her permission to play.
 - e. A player must have required medical examination signed by a medical doctor. The signed medical examination is good for one year and must cover the extent of the entire season.
 - f. A player shall be born in the calendar year established by Tri-County and cannot be in high school.
 - g. A player shall weigh within the guidelines established by Tri-County.
 - h. With parent written approval a player can move up one division if they are one year of age away. Approval must be in the player section of the team binder.
 - i. In respect to special needs players, the placement of the division they will be playing in will be up to

the digression of the Commissioner, on a case-by-case basis.

- j. A player must present a birth certificate.
 - i. Age Documentation: to verify proof of age: Certificate of Live Birth, Baptismal certificate, Passport, or Medi-Cal Card.
- k. The date of "certification" shall be established by Tri-County.
- l. If this is not available, the player(s) in question cannot play.
- m. Tri County recommends players submit most current report cards with registration, and at the middle of regular season and right before playoffs, and to be reviewed by own organization.
 - i. Tri County recommends players must keep a 2.0 GPA to maintain eligibility. To be held up by local board discretion.
 - ii. All 1st year players start with a "clean slate."
- 2. An acceptable behavior on and off the field.
- 3. A player dropped by one team at the request of the parent or dropped by the head coach because of disciplinary reasons may not be picked up by another team for one year without written approval of the parties involved. (The League Executive Board will render a decision if it is required to do so in writing.)
- 4. Any player on an organization's roster cannot participate on any other tackle football team or league during the TCYFL season of play.
- 5. A player could be deemed ineligible by the TCYFL Board if any of the players' certification rules are violated. Use of an ineligible could result in a forfeit of any game that player played.

Player Conduct

- 6. A player, if allowed by their local Board of Directors to wear jerseys, parkas, jackets, etc., which clearly identify the player as a participant in Youth Football, will always conduct themselves as gentleman/gentlewoman.
- 7. If profanity, fighting, or causing general disruption to occur, the local board shall render a decision as to the retention of their local player(s) eligibility.
- 8. If disruption occurs from player(s) other than a local team, the board in charge of the disruptive player(s) shall be notified, and that board shall render a decision.
- 9. All decisions by local boards are to be made as quickly as reasonably possible and in no event longer than one week after the alleged disruption.
- 10. All local board decisions on these matters shall be deemed final unless the decision is not consistent with Tri-County objectives.
- 11. All local board decisions shall be submitted to the Tri-County Directors for their direction. Local board decisions on these matters shall be reported at all Tri-County meetings.
- 12. Tri-Co has accepted the Player Code of Conduct document to be implemented by all local Tri-Co Youth Football Boards.
 - i. *Document attached at end of By-Laws.*

Transfer Policy

13. A player, who because of a change of residence moves into the boundaries of another team which is tied to their school district, may upon his request remain with his team for the remainder of the current season. The player may request to play on the established team in his new area.
 - a. There must be room on the roster and no original player is to be cut to make room for this player.
 - b. Any other transfer of players across boundaries will require written approval from both parties involved.
 - c. Any player desiring a transfer to play out of their district must have the Tri-County Transfer Release signed by the player's district head coach, unless they are attending the school district of the team they wish to play for.
 - i. This release is to be signed and completed before the player is eligible to play with the other organization and will be reviewed by the Tri-County Board.
 - d. Tri-County all intra-district transfers must be completed by the 4th Saturday of the season.
 - e. WAIVER: Failure to have a player waiver will result in that player being ineligible to play.
 - f. Recruiting of any player is not permissible. Recruiting is defined as actively seeking out, finding, and obtaining a player from another organization. Any violations of the recruiting rule will be reviewed by the TCYFL board for penalty.

Female Players

14. Female players must be provided separate dressing/bathrooms and facilities and that girls' team will be responsible for having a chaperon present during dressing, etc.
15. The girls' team will be responsible for providing female players with any special equipment required by C.I.F. rules.
16. The coaches and the male players of Tri-County League are to show no prejudices toward female players.

Plays per Game

17. Tri-County recommends that each player plays a min of 4 plays and to be held up by the local board. Assistant coaches should keep track of who has not played.
18. A player violating any of these said rules could be deemed ineligible after a review is conducted by the TCYFL board.

V. COACHES

1. All Tri-County coaches are to be certified by USA Football prior to being allowed on the field to coach. With at least one coach to have a minimum of a CPR/First Aid certificate as explained in Section III Games #11.
2. All Tri-County coaches are to have a pending and/or completed background check on or before the beginning of conditioning week.
3. Any coach who receives a 'red flag' during the background check process and who is approved by their local board and by the Tri-County Commissioner, will automatically be placed on a probationary status for one year. Any incident or violation of the Tri-County By-Laws will result in severe disciplinary actions, including permanent suspension from Tri-County, as determined by the Commissioner and or the governing board.

4. Tri County has the authority to discipline any coach, with a fine or suspension, who is practicing or coaching without a clear background check or certification.
5. The last day to add a coach to the roster is the 1st Weekend in October.

Head Coach

7. Head coach must be at least 21 years old or with Commissioner approval if not.
8. They are responsible for maintaining control of players and to see that the objectives of the Tri-County Youth Football League is carried out by his assistant coaches.
9. The head coach is to refrain from "running up (recommended as a 36-point spread)" scores on weak opponents.
 - a. To include no onside kicks when up by 21 points or more at any time during the 2nd half of the game. An on-side kick is defined as a purposed direct low kick to the front line of the receiving team.
10. They are to instruct their assistant coaches in this also.
11. They are responsible for reporting all injuries to their tri county team representative.
12. Head coach is responsible for keeping the roster current.
13. The official roster at carnival shall be typed in numerical order only.
 - a. A fine of \$25.00 will be levied if this is not followed.
14. Head coaches are responsible for the conduct of their assistant coaches, players, and the player's parents.

Assistant coaches

15. Coaches who are 18 years old and older must be background checked and USA certified.
16. Under 18 must be under the supervision of a head coach and be USA certified.
17. Assistant coaches should keep track of who has not played at least four (4) plays per game.

Coaching staff

18. Will consist of 7 coaches, 1 Head Coach and 6 assistants

Mandatory Meeting:

19. A coaches meeting will be mandatory for all head coaches.
 - a. All head coaches are required to attend. This is MANDTORY!

Dressing Room:

20. At least one coach must remain in the dressing room while there are still players present.

Coaches conduct

21. The use of sideline headsets, walkie-talkies, telephones, or other telephone equipment and spotters (With or without runners) is strictly prohibited.
22. Always strive to make every football activity serve as a training ground for life.

VI. OFFENSES/INFRACTIONS

1. All coaches will refrain from the use of drugs, alcohol or tobacco or the use of profanity during practice or game fields. Profanity would be deemed as any derogatory comment, challenging or demeaning.
 - a. First offense is a \$40 fine.
 - b. Second offense is a 1 game suspension.
 - c. Third offense is removal as a coach.
 - d. Tri-County board also has the right to review each offense for possible further penalty.
 - e. All fines must be paid in full to resume coaching.

Infractions: Actions during games: Occurrences based per season.

2. If alcohol is reported on the breath of a coach or cheerleading advisor. I.e., by C.I.F. official, another coach or advisor within 24 hours of infraction could result in a suspension of up to one year from TCYFL.
3. Ejected by C.I.F. Official.
 - a. Whenever a coach is ejected from a game, he must leave the school grounds immediately. Penalties for Infractions:
 - b. All fines must be paid in full to resume coaching.
4. Any conviction of this violation, after thorough investigation by the Board of Directors, results in
 - a. First: suspended for current game and next game. Incident will be reviewed by TCYFL board for possible further penalties and appeals.
 - b. Second: \$50 fine Paid Prior to next game.
 - i. suspended current game and the next 3 games. Incident will be reviewed by TCYFL board for possible further penalties and appeals.
 - c. Third : \$100 fine Payable by next game,
 - i. Third offense suspended for current game and for 1 year. Incident will be reviewed by TCYFL board for possible further penalties and appeals.

OTHER MANDATED PENALTIES

Adult Offenses

5. Endangerment of Juveniles: Any practice which places the health and safety of any juvenile in jeopardy, (including sweating down). The term "sweating down" a player is used in its broadest sense of inducing weight loss by an artificial means. Techniques included in this definition are use of steam rooms or cabinets, use of rubber sweat suits, use of weight reducing or appetite-killing drugs and use of diuretics (water pills).
 - a. MANDATED PENALTY: Suspension for up to 1 year, up to permanent suspension upon repeated offense.
6. Teaching of prohibited offensive/defensive techniques to players or encouragement to hurt opponents physically.
 - a. MANDATED PENALTY: Suspension for up to 1 year, up to permanent suspension upon repeated offense.

7. Fighting against the same team or opponent team, adults or fans.
 - a. MANDATED PENALTY: Suspension for up to 1 year, up to permanent suspension upon repeated offense.
8. Cheating of any type...forged birth certificates, filing false roster data, etc.
 - a. MANDATED PENALTY: Suspension for up to 1 year, up to permanent suspension upon second offense.
9. Threats, physical or otherwise, against team or authority.
 - a. MANDATED PENALTY: Suspension for 1 year upon first offense, permanent thereafter.
10. Gambling on game outcome.
 - a. MANDATED PENALTY: Suspension for up to 1 year up to permanent suspension upon second offense.
11. Lack of cooperation with team or authority and/or obstruction of official team or Board investigation into hearing cases of disciplinary or dispute/conflict nature.
 - a. MANDATED PENALTY: Suspension for 1 year upon first offense, permanent thereafter if no compliance.

Juvenile Offenses

12. Fighting, hitting, kicking, striking, or otherwise abusing opponents during course of or after play.
 - a. MANDATED PENALTY:
 1st offense then suspended for current game and next game,
 2nd offense suspended that game and the next 3 games,
 3rd offense then suspended for that game and for 1 year.
 Each incident will be reviewed by TCYFL board for possible further penalties and appeals.
13. Verbal or physical intimidation of opponents outside normal talk across the line (especially of a profane nature).
 - a. MANDATED PENALTY: 1st offense then suspended for current game and next game,
 2nd offense suspended that game and the next 3 games, and 3rd offense then suspended for that game and for 1 year. Incident will be reviewed by TCYFL board for possible further penalties and appeals.
14. Any act of disrespect for team, Board authority, or game officials.
 - a. MANDATED PENALTY: 1st offense then suspended for current game and next game,
 2nd offense suspended that game and the next 3 games, and 3rd offense then suspended for that game and for 1 year. Incident will be reviewed by TCYFL board for possible further penalties and appeals.

Team/Organization Offenses

15. Lack of Keeping Faith with Juveniles/Parents: This charge is designed to cover any deliberate practice of a team or its sponsor-organization which is of a nature that places the health and safety of juveniles in jeopardy or is exploitative of juveniles and/or their parents or treats either the juvenile and/or his parents in such a manner that juvenile and/or parent becomes a tool of the team, rather than the juvenile being the purpose for which the team is organized.
 - a. It is important in filing this charge that *the violation is the result of a team or organization policy*, not the deviation of one individual. "Policy" implies the practice is carried on by order of or with the knowledge of the officer ship, and no steps are taken to end the practices(s).

- b. MANDATED PENALTY: Probation for organization coupled with permanent suspension of president of organization, plus all other individual adults who participated in the practice. Upon second offense, suspensions of organization until all officers are changed.

16. Fighting/Riot/Incitement of Riot

- a. At games or scrimmages between different teams, any fight or riot between team members (as opposed to one-on-one altercation) shall be judged a team offense rather than an individual offense.
 - i. An incitement to riot is defined as any team heckling or egging on the opponent in a manner that may result in a fight or riot.
- b. MANDATED PENALTY: Forfeit of game upon first offense. Forfeit of season upon second offense in the same season.

17. Use of ineligible players.

- a. An ineligible player is defined as any player who has not been properly cleared to participate in a game for failure to comply with required paperwork, inappropriate, or failed to be cleared by opposing coach at or after weigh-ins.
- b. MANDATED PENALTY: Any game in which an ineligible player goes through the weigh-in process shall be forfeited. Registering an illegal player for the game. The team will forfeit the game.

18. Any infraction which gives a team an advantage over another.

- a. MANDATED PENALTY: Forfeiture of the game for which the infraction occurred.

19. NOTE: Any other infraction of Tri-County Youth Football Rules may result in suspension, fine, expulsion or forfeiture of game as determined by the Board of Directors.

20. Tri-County Board has the right to administer penalties for the inappropriate actions of a coach, player, or family member that is not identified in the current bylaws.

VII. EQUIPMENT

Required equipment.

1. Helmet (Every helmet and face mask must be National Operating Committee on Standards of Athletic Equipment (NOCSAE) approved at the time of manufacture.
 - a. Do not alter or modify.
 - b. Recommend certification every two years, per the C.I.F. rule book.,
2. Shoulder pads, pants, hip and kidney pads, thigh guards, knee pads, jersey, teeth protector, athletic supporter (male players only), and football shoes.
3. Football shoes in this League are encouraged to be molded sole (soccer style).
4. Eyeglasses, when worn, shall be of athletically approved construction, with non-shattering glass (safety glass) or contact lenses.

Optional Equipment

5. Soccer-type shoes with longer cleats (mud cleats) may be used.
 - a. However, ankle taping is suggested if this longer cleat is used.
 - b. There must be no exposed metal.
 - c. Cleats per CIF rules.

6. Age/Weight appropriate equipment, as stated by manufacturer, can be used at practice by Tri-Co. teams.

VII. ROSTER

1. No team can exceed 35 players on a roster at carnival the number of players allowed to practice/play per team will be 35, a total of 35 players will be identified at Carnival, with no exceptions allowing the carrying additional players for practice, games, or red-shirting purposes.
2. All team Rosters and Team Binders will be reviewed at Carnival and at the first Tri-County Meeting following the Carnival. This meeting is typically held on the first Tuesday immediately following the Carnival. Binders will be reviewed with a check off form and must have the organization rep, binder reviewer and executive board member to sign off on.
3. All teams are required to have their Team Binders at Tri-County functions. This includes practice and games. If a Team Binder is not present at a game, all players are ineligible to play, and the game is forfeited.

Roster Additions

4. Coaches are to take their Add-on list and give a copy to the opposing coach at the time of weigh-ins.
5. The opposing coach will sign both copies as certification and both coaches will keep a copy in their respective binders for possible future reference.
 - i. *Document attached at end of By-Laws.*
6. All add/delete sheets need to be forwarded to the Tri-County Secretary each week.
Email: tricountyfootballleague@gmail.com
7. All Add/Deletes for the regular season must be completed no later than the 4th Saturday of the Season.

VIII. Playoffs

Seeding Meeting and seeding procedures:

1. The playoff seeding meeting will be relegated to the Tri-Co Board member and one other person to be selected by the local board of the organization only.
2. The total number of participants is not to exceed 2 per organization.
3. Playoffs will consist of 2 separate divisions for all 3 levels of play. Division 1 and Division 2. Division 1 will consist of the top 8 teams of the entire league. Each team will be ranked by their results of their season standings. Playoff schedule will be 1 v 8, 4 v 5, 2 v 7, 3 v 6.
4. Division 2 will consist of the remaining teams within the league. Each team will be ranked based on the results of their season standings. Playoff schedule will be 1 v 8, 4 v 5, 2 v 7, 3 v 6.
5. The Senior seeds 1 and 2 for each division are to host the playoff games. In the event of the 1 or 2 seed not able to host the game, the next highest Senior seed is offered to host the game.
6. Seeds 1 and 2 from each division are designated as the home teams. In the event of the hosting team losing the game, the host site is moved to the next highest seed.
7. The higher seeded team (1 being the highest seed) is always the Home Team during the Playoffs.

8. Players from a lower division in the same organization may 'move up' a division during playoffs with the following conditions:
 - a. There is room for the player on the roster\team the child is moving up to.
 - i. Roster maximum is still 35 players.
 - b. No players can be dropped to make room for the players to move up.
 - c. No player can move up if their current team is/were in the playoffs.
 - d. Add\Drop forms are to be presented to the coaches during weigh-ins before the playoff game.
 - i. Each coach must sign the form and have a copy.
 - e. The team book must have the player's documentation in the book and present it to the opposing coach at the pre-game weigh-ins.
 - f. A Tri-County release form, signed by the parent(s)\guardian(s), must be in the team book with the player's information.
9. Players for a higher division may not "move down" to another division during playoffs.

Seeding Meeting:

Note: Due to there being an odd number of organizations in TCYFL, the organizations voted to implement the following rules for the 2023 playoff seeding.

1. Byes will not count as wins. Week 1 game results will not count for the 6 teams playing a 9-game schedule. Those games will be removed at the end of the 2023 season, prior to the determination of the playoff seeding. This will give all 15 organizations a countable 8 game schedule for the playoff seeding. However, week 1 game results will count in case of a head-to-head tiebreaker scenario.
2. Overall record – If tied, proceed to #3
3. Head-to-head – If tied, proceed to #4 (if 3 or more teams are involved in playoffs seeding tie breaker, TCYFL will follow the playoff procedures. If during this process results, at any time, going back to two teams still being tied, TCYFL will revert to the head-to-head tie breaker rule (Rule 3), to break the tie.)
4. Point system is used to determine the better team based on division strength of schedule. The point values listed below are used to calculate the winner.
 - a. A victory of a team with 1 loss record scores 4 points
 - b. A victory of a team with a 2 loss record scores 3 points
 - c. A victory if a team with 3 losses record scores 2 point
 - d. A victory of a team with a sub .500 record scores 1 point
 - e. A loss to a team with 0 losses record scores 0 points
 - f. A loss to a team with a 1 loss scores -1 point
 - g. A loss to a team with 2 losses scores -2 points
 - h. A loss to a team with 3 losses scores -3 points
 - i. A loss to a team with a sub .500 record scores -4 points
5. If you have made it this far, coin flip.

Super Saturday:

7. Tri-County Bowl of Champions. Championship sites will be determined by an alphabetical draw, for each year.
 - a. Home team will be determined first by which organization is hosting Super Saturday, secondly by

best record,

b. New, incoming teams and the previous year's host team are not eligible to host for one year.

8. Championship Weekend: Tri-County League Championships will have all 3 divisions playing that day.

9. If a home team has a conflict hosting a playoff game, the next higher seed would host the game.

10. The host sites will pay \$100 dollars per game, per site to TCYFL

11. Post season: non-participating playoff teams may host bowl games two weeks after end of regular season.

All-Stars:

1. A Pee Wee, Junior and Senior Division All-Star team is to be nominated by each team's head coach.

a. Initially no more than 5 players are to be nominated per team-division with at least 2 players being lineman.

b. The All-Star North vs. South All Star game is to be held the Saturday immediately after the Super Bowl.

c. Home team is the organization hosting the All-Star game

d. Only outgoing aged players may be chosen to participate in the All-Star Game

e. Each team is only allowed 5 participants before the All-Star game

IX. DIVISION OF PLAY

1. All teams' division of play shall be reviewed every three years.

2. The high school district that each organization resides in will determine an organization's boundary lines.

3. The school that the player attends will also determine as to what organization they may join.

TRI-COUNTY DIVISIONS ALIGNMENT

I North

Chowchilla

Dos Palos

Firebaugh

Los Banos

Mendota

Ranchos

Tranquility

II South

Avenal

Coalinga

County Line

Fowler

Kerman

Kingsburg

Visalia

Washington

MIGHTY MITE RULES

1. The Mighty Might Division is adopted into Tri-County Youth Football League.
2. Ages: 6 – 8 years of age.
3. A maximum of 35 players per team roster.
4. Weigh-ins: Weigh-ins are mandatory
5. Games:
 - a. MANDATORY COACHES MEETING ON FIELD PRIOR TO GAME.
 - b. Games will be held prior to the Pee Wee games.
 - c. The game clock of the Mighty Mights to a 10-minute running clock; stopping for timeouts and injuries games not to exceed 1 ½ hours max.
 - d. TWO (2) TIME OUTS PER HALF.
 - e. Play will begin at the 50-yard line.
 - f. If 1st downs are not made, the ball returns to the 50 yd. line.
 - g. Each team will be allowed two quarters on offense and two on defense.
 - h. Each team will be allowed to have two coaches on the playing field during the games.
 - i. Mighty Might coaches must be outside 10 yards from ball
 - j. No blitzing
 - k. Each team provides an officiant (this does not count in the 2 coaches on the field) and the home team provides a spotter. Coaches that are officiating will be on the opposing team side. All officials assist with spotting the ball and do their best attempt to call infractions that seriously affect the play.
 - i. Only USA certificated coaches who belong to a tri-County League may be referees.
 - l. There will be a 10-minute intermission at halftime.
 - m. On defense – no more than 5 down linemen at the line of scrimmage. No more than 3 strikers on the line at one time.
6. Maximum Practice Hours: No more than 7.5 hours of Pre-Season practice per week.
 - a. After Carnival- Maximum practice hours: 4.5 hours per week.
7. This division of play is to be used for teaching the fundamentals of playing football.
 - a. Remember Tri-Co. By-Laws and Rules are referred to when one has any doubts.
8. Roster and team binders will be verified at the first meeting following carnival.

AGE ELIGIBILITY

Mighty Mights: 6-8-year-old
 Pee Wees: 9-10 years old
 Juniors: 11-12 years old
 Seniors: 13-14 years old

1. Players in Senior division cannot be enrolled in High School in the fall.
2. Player age eligibility is based on what the players age will be on November 30th of that year.

WEIGHT REQUIREMENTS

1. All Divisions shall be striped weight.
2. Weight limits for all divisions will be unlimited.
3. With a stripe on the player's helmet who is above the maximum weight with playing restrictions:
 - a. They will be allowed to play only as linemen with these restrictions:
 - i. Offense, strikers can play center or either of the two positions left or right of the center. Defense strikers may play anywhere on the line of scrimmage, no further outside than head up with the offensive positions to two places left or right of the center.
 - ii. They must start each play in either a 3 or 4-point stance.
 - iii. They will not be allowed to play on kickoff or kickoff returns.
 - iv. They will not be allowed to carry or receive the football, except for a fumble or interception.
4. They will be required to weigh in before every game and present their striped helmet.
5. The stripe on the players helmet must be a contrasting color to the color of team helmet to be easily seen. The stripe must be 2 inches wide running down the middle of the helmet from front to back.
6. The distinguishing stripe that must be on the player's helmet may only be removed if, at the pre-game weigh-in, they are below age class maximum weight.

Striped Weight Helmet:

- A. Coaches who do not follow the Tri County rules regarding striped players will:
 - a. The 1st offense is a one game suspension of the Head Coach.
 - b. On the second offense that coach or coaches will be fined \$500 and suspended for a year.
 - c. Both first and second infractions are subject to a potential game forfeiture as to be determined by the Board of Directors.

	Certification Weight Range (lbs.)
Mighty Mights	81+, above weight rules apply
Pee Wees	121+, above weight rules apply
Juniors	141+, above weight rules apply
Seniors	181+, above weight rules apply

Tri-County Youth Football

RETURN TO PLAY PROTOCOL

If a player is diagnosed with any form of concussion by a medical professional, the player is not to participate in any practices until they are medically cleared. A copy of the medical clearance is to be placed in the player's binder page. A copy is also to be sent to the Tri-County Commissioner.

Process may only begin after athlete is symptom free and/or is medically cleared.

Only one stage per day.

Move to the next stage if athlete remains symptom free for 24 hours following trial.

Progress Return to Play Stages

Day 1. Light aerobic exercise only to increase heart rate: 5 to 10 minutes, light jog, or exercise bike.

Day 2. Continued aerobic activity: moderate jogging, brief running, and bike.

Day 3. Heavy non-contact activity: Sprints, Weights, noncontact football drills.

Day 4. The athlete returned to controlled football practice.

Day 5. Full return.

Any problem with any step above, organization must return to previous day to ensure player is safe.

Coaches and the League PSC must monitor for a return of symptoms at every stage.

If symptoms reappear, rest until they subside and return to the beginning at Level 1 of the return to play stages.

Adult Code of Conduct:

TRI-COUNTY YOUTH FOOTBALL

1. To uphold the goals of Tri-County Football and ensure that all participants have the benefit of a safe and fun learning environment, all parents, guardians, and other adults and attendees of Tri-Co Youth Football events, including but not limited to practices, competitions, and banquets, must behave accordingly in a respectful, courteous, and sportsmanlike manner at all times.
2. Any adult who is using alcohol, tobacco or non-prescription drugs and/or appears intoxicated at a Tri-Co Youth Football event, and/or who is flagrantly rude, attempts to intimidate, verbally abuse, heckles, taunts, ridicules, boos, throws objects and/or uses vulgarity or profane language/ gestures with an official, coach, volunteer, staff member participant or other event attendee, must receive a verbal warning and/or be asked to leave the event. The member organization may also provide a written warning to the individual regarding misbehavior. The adult's children may also be removed from the event. Any adult who commits one of the above stated offenses a second time will be banned from all Tri-Co Youth Football events for a period of one year from the date of the second offense, and their children may also be removed from the program(s) for that time period.
3. Any adult who physically assaults an official, coach volunteer, staff member or participant or threatens grave bodily harm may be banned from all Tri-Co events for one year from the date of the offense, and their children may also be removed from all Tri-Co programs for that same period. After the ban has expired, if the individual commits another offense of the adult code of conduct, the individual will be permanently banned from all Tri-Co events and the individual's children may also be permanently removed from all Tri-Co programs.

By my signature below, I hereby stipulate that I have read, fully understand, and voluntarily agree to all the above.

Family Representative: Parent/Guardian Signature

Print Full Legal Name

Participant Signature

Print Full Legal Name

Date:

Player Code of Conduct:

TRI-COUNTY YOUTH FOOTBALL

1. To uphold the goals of Tri-County Football and ensure that all participants have the benefit of a safe and fun learning environment, all players of Tri-Co Youth Football events, including but not limited to practices, competitions, and banquets, must behave accordingly in a respectful, courteous, and sportsmanlike manner always.
2. Any player caught fighting, hitting, kicking, striking, or otherwise abusing opponents while down during course of or after play, will be removed from game on the first offense. For the second offense, the player will be suspended from their team for one week and on the third offense shall be suspension for balance of season.
3. Any player caught verbally or physically intimidation of opponents outside normal talk across the line (especially of a profane nature, will be removed from game on the first offense. For the second offense, the player will be suspended from their team for one week and on the third offense shall be suspension for balance of season.
4. Any player who is caught in any act of disrespect for team, Board authority, or game officials, will be removed from game on the first offense. For the second offense, the player will be suspended from their team for one week and on the third offense shall be suspension for balance of season.

By my signature below, I hereby stipulate that I have read, fully understand, and voluntarily agree to all the above.

Player Signature

Print Full Legal Name

Family Representative Signature

Print Full Legal Name

Date:

END OF BYLAWS



CERTIFICATE OF LIABILITY INSURANCE

DATE **Section 8 J.**

07/05/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER		CONTACT NAME: Joseph Micciche	
ESP Insurance Brokerage, LLC		PHONE (A/C, No, Ext): (877) 670-2377	FAX (A/C, No):
306 Main Street		E-MAIL ADDRESS: joe.micciche@espspecialty.com	
Worcester MA 01608		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A: Houston Casualty Company	42374
INSURED		INSURER B: Nat'l Union Fire Ins Co of Pittsburgh, PA	19445
TRI COUNTY YOUTH FOOTBALL LEAGUE		INSURER C:	
PO BOX 708		INSURER D:	
BIOLA CA 93606		INSURER E:	
		INSURER F:	

COVERAGES CERTIFICATE NUMBER: CL2351824656 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	Y		H23AS00007	07/01/2023	07/01/2024	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
							MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 5,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ 5,000,000
	OTHER:						\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> OWNED AUTOS ONLY						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS						\$
	<input type="checkbox"/> NON-OWNED AUTOS ONLY						\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB			H23AS00007	07/01/2023	07/01/2024	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> OCCUR						AGGREGATE \$
	<input type="checkbox"/> EXCESS LIAB						\$
	<input type="checkbox"/> CLAIMS-MADE						PER STATUTE OTH-ER
	DED RETENTION \$						E.L. EACH ACCIDENT \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	N/A				E.L. DISEASE - EA EMPLOYEE \$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. DISEASE - POLICY LIMIT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						
B	PARTICIPANTS MEDICAL			SRG0009158709	07/01/2023	07/01/2024	SEE REMARKS

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

THE CERTIFICATE HOLDER is added as an additional insured with respects to general liability coverage but only with respect to liability arising out of the operations of the named insureds league.
Sexual Abuse / Molestation limits are as follows: \$1,000,000 EACH OCCURRENCE / \$2,000,000 AGGREGATE
THIS POLICY DOES NOT EXCLUDE CONCUSSIONS

CERTIFICATE HOLDER

CANCELLATION

FOWLER ACADEMY CONTINUATION SCHOOL 975 E ADAMS AVE FOWLER CA 93625	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	---

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AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page _____ of _____

AGENCY ESP Insurance Brokerage, LLC		NAMED INSURED TRI COUNTY YOUTH FOOTBALL LEAGUE	
POLICY NUMBER			
CARRIER	NAIC CODE		
EFFECTIVE DATE:			

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance: Remarks

YOUTH PARTICIPANTS MEDICAL COVERAGE

CARRIER: AIG

POLICY NUMBER: SRG0009158709

Accidental Death, Accidental Dismemberment (AD&D) Benefit: \$10,000 Maximum amount

Accident Medical Expense Benefit: \$250,000

Deductible: \$250 per accident

Dental Maximum: \$250 per tooth/per accident

Incurral Period: within 90 days of the date of the accident causing the Injury

Benefit Payout Period: payable only for such charges incurred within 52 weeks after the date of the accident causing the Injury

EQUIPMENT FLOATER / INLAND MARINE

CARRIER: TOKIO MARINE / HOUSTON CASUALTY

Amount of Insurance: \$25,000 Sports Equipment

Limit subject to a \$25,000 limit per item. Any item of property with a value of \$25,000 or more must be scheduled separately

Deductible: \$500

CRIME PROTECTION (not for member orgs)

CARRIER: TOKIO MARINE / HOUSTON CASUALTY

Crime / Employee Theft Limit: \$ 25,000

Deductible \$500

DIRECTORS & OFFICERS (not for member orgs)

CARRIER: GREAT AMERICAN

POLICY NUMBER: EPP2444964

Directors & Officers Limit \$1,000,000

Retention \$1,000

Aggregate Limit \$1,000,000



CERTIFICATE OF LIABILITY INSURANCE

Section 8 J.

07/05/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER ESP Insurance Brokerage, LLC 306 Main Street Worcester MA 01608		CONTACT NAME: Joseph Micciche PHONE (A/C, No, Ext): (877) 670-2377 E-MAIL ADDRESS: joe.micciche@espspecialty.com FAX (A/C, No):	
INSURED TRI COUNTY YOUTH FOOTBALL LEAGUE PO BOX 708 BIOLA CA 93606		INSURER(S) AFFORDING COVERAGE INSURER A: Houston Casualty Company INSURER B: Nat'l Union Fire Ins Co of Pittsburgh, PA INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 42374 19445	

COVERAGES**CERTIFICATE NUMBER:** CL2351824656**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	Y		H23AS00007	07/01/2023	07/01/2024	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000						
	MED EXP (Any one person) \$						
	PERSONAL & ADV INJURY \$ 1,000,000						
GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:							GENERAL AGGREGATE \$ 5,000,000
							PRODUCTS - COMP/OP AGG \$ 5,000,000
							\$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			H23AS00007	07/01/2023	07/01/2024	COMBINED SINGLE LIMIT (Ea accident) \$
	BODILY INJURY (Per person) \$						
	BODILY INJURY (Per accident) \$						
	PROPERTY DAMAGE (Per accident) \$						
							\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE			H23AS00007	07/01/2023	07/01/2024	EACH OCCURRENCE \$ 1,000,000
	AGGREGATE \$						
	\$						
DED RETENTION \$							
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A	SRG0009158709	07/01/2023	07/01/2024	PER STATUTE OTH-ER
	E.L. EACH ACCIDENT \$						
	E.L. DISEASE - EA EMPLOYEE \$						
	E.L. DISEASE - POLICY LIMIT \$						
PARTICIPANTS MEDICAL							SEE REMARKS

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

THE CERTIFICATE HOLDER is added as an additional insured with respects to general liability coverage but only with respect to liability arising out of the operations of the named insureds league.
Sexual Abuse / Molestation limits are as follows: \$1,000,000 EACH OCCURRENCE / \$2,000,000 AGGREGATE
THIS POLICY DOES NOT EXCLUDE CONCUSSIONS

CERTIFICATE HOLDER**CANCELLATION**

FOWLER HIGH SCHOOL 701 E MAIN ST FOWLER CA 93625	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	---

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AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page _____ of _____

AGENCY ESP Insurance Brokerage, LLC		NAMED INSURED TRI COUNTY YOUTH FOOTBALL LEAGUE	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance: Remarks

YOUTH PARTICIPANTS MEDICAL COVERAGE

CARRIER: AIG

POLICY NUMBER: SRG0009158709

Accidental Death, Accidental Dismemberment (AD&D) Benefit: \$10,000 Maximum amount

Accident Medical Expense Benefit: \$250,000

Deductible: \$250 per accident

Dental Maximum: \$250 per tooth/per accident

Incurral Period: within 90 days of the date of the accident causing the Injury

Benefit Payout Period: payable only for such charges incurred within 52 weeks after the date of the accident causing the Injury

EQUIPMENT FLOATER / INLAND MARINE

CARRIER: TOKIO MARINE / HOUSTON CASUALTY

Amount of Insurance: \$25,000 Sports Equipment

Limit subject to a \$25,000 limit per item. Any item of property with a value of \$25,000 or more must be scheduled separately

Deductible: \$500

CRIME PROTECTION (not for member orgs)

CARRIER: TOKIO MARINE / HOUSTON CASUALTY

Crime / Employee Theft Limit: \$ 25,000

Deductible \$500

DIRECTORS & OFFICERS (not for member orgs)

CARRIER: GREAT AMERICAN

POLICY NUMBER: EPP2444964

Directors & Officers Limit \$1,000,000

Retention \$1,000

Aggregate Limit \$1,000,000

CATEGORY	(+)	(-)
PLAYER		
Registration	22720	
INSURANCE		
Insurance		2525
league dues		500
SPORTS ATTIRE		
player attire (jersey)		8520
player attire (practice gear)		3500
new helmets (48)		6594
mouth pc/wristbands		1400
helmet decals		2456
helmet certification(75 helmets)		2025
whole team sox		2042
fundraiser/donations		
fireworks	4500	
shirt sales	1230	
Other		
firework tax to state		1800
high school scholarship		1550
IRS fees		500
office materials		2000
GAMES		
Games (4 games)	14000	
food (4 games)		1600
refs (4 games)		2500
drinks (4 games)		1200
	42450	40712
		1738 total



CITY COUNCIL MEETING

REPORT TO THE CITY COUNCIL

DATE: September 5, 2023

FROM: YVONNE HERNANDEZ, Recreation Supervisor

SUBJECT: APPROVE donation request from Fowler Boy Scouts Troop 390 in the amount of \$1,000 for Fiscal Year 2023-24

EXECUTIVE SUMMARY

Staff recommend the City Council approve a donation request from Fowler Boy's Scouts Troop 390 in the amount of \$1,000 for Fiscal Year 2023-24.

BACKGROUND

Fowler Boy's Scouts Troop 390 performed volunteer cleanup for the 4th of July event on Tuesday, July 4, 2023. The volunteer cleanup will be allocated from the funds that the City receives annually for the recycling grant from the California Department of Resources Recycling and Recovery (CalRecycle).

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 have been appropriated under the CalRecycle Fund.

CONFLICT OF INTEREST

Staff is not aware of any conflicts of interest.

Attachments

- None



CITY COUNCIL MEETING

REPORT TO THE CITY COUNCIL

DATE: September 5, 2023

FROM: MARGARITA MORENO, Finance Director

SUBJECT: APPROVE Resolution No. 2675 adopting an Investment Policy

EXECUTIVE SUMMARY

Update the City of Fowler Investment Policy ("Policy") to provide clarity and include Joint Powers Authority Local Government Investment Pools (JPAs) as authorized investments.

BACKGROUND

The City adopted the Investment Policy ("Policy") in 2003-2004 as part of the budget. This revised policy will guide Staff and the City Council to invest funds in a manner which will provide the highest investment return with the maximum security while meeting the daily cash flow demands of the City and conforming to all California laws and local statutes governing the investment of public funds.

Currently, the majority of the City cash is deposited with Wells Fargo Bank. The City's only investment is \$832,552 deposited in the Local Agency Investment Fund (LAIF), currently yielding an interest rate of 3.326%. The Finance Committee recommended Staff diversify the City's reserves to include two additional JPAs: California Asset Management Program (CAMP) Joint Powers Authority Pool and California Cooperative Liquid Assets Securities System (California CLASS). Both JPAs currently yield above 5%, and allow funds to be withdrawn at any time.

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

Policy MOB-28

Seek all available means to finance improvements, including State and Federal grants.

Goal PF-1

Fowler provides reliable public facilities, utilities, and community services that meet the needs of the existing community and planned growth.

FISCAL IMPACT

This action will result in increased interest income earnings to the City.

CONFLICT OF INTEREST

Staff is not aware of any conflicts of interest.

Attachments

- Resolution No. 2675, & Exhibit A - Investment Policy

RESOLUTION NO. 2675**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FOWLER APPROVING
A REVISED INVESTMENT POLICY FOR THE CITY OF FOWLER**

WHEREAS, an investment policy establishes sound fiscal investments policies which serve as a foundation of ensuring that strong fiscal management policies guide future City decisions; and

WHEREAS, an investment policy will assure proper controls are in place and assure the safety and liquidity of the City's cash assets; and

WHEREAS, the City's current City Council approved Investment Policy is approximately 20 years old, and a proposed updated Investment Policy is attached to this Resolution and incorporated herein by reference.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Fowler hereby adopts the updated Investment Policy attached to this Resolution to replace the previously approved Investment Policy.

PASSED, APPROVED AND ADOPTED this 5th day of September 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 OF FOWLER INVESTMENT POLICY

I. Introduction

The purpose of this document is to identify various policies and procedures that enhance opportunities for a prudent and systematic investment process and to organize and formalize investment-related activities. Related activities which comprise sound cash management include accurate cash flow projections, control of disbursements, expedient collection of revenues, cost effective banking relations and a short term borrowing program which coordinates investment opportunity with working capital requirements. The ultimate goal is to enhance the economic status of the City of Fowler while protecting its pooled cash resources.

The investment policies and practices of the City of Fowler are based on state law and prudent money management. All funds will be invested in accordance with the City's Investment Policy and the authority governing investments for municipal governments as set forth in the California Government Code, Sections 53601 through 53659. Any investment of bond proceeds are restricted by the provisions of the relevant bond documents.

II. Scope

It is intended that this policy cover all short term operating funds and investment activities of the City. These funds are accounted for in the annual audit report, and include:

- ◆ General Fund
- ◆ Special Revenue Funds
- ◆ Debt Service Funds
- ◆ Capital Projects Funds
- ◆ Enterprise Funds
- ◆ Internal Service Funds
- ◆ Fiduciary Funds

This investment policy applies to all City transactions involving the financial assets and related activity of the above mentioned funds. Any additional funds that may be created from time to time shall also be administered with the provisions of this policy and comply with current State Government Code.

III. Prudence (Standard of Care)

The City of Fowler operates its pooled cash investments under the prudent man rule (Civil Code Section 2261, et. Seq.). In addition, Government Code Section 53600.3 provides that those persons to whom investment decisions have been delegated are trustees with a fiduciary responsibility to act as a prudent advisor.

Investments shall be made with judgment and care – under circumstances then prevailing – which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived. This affords a broad spectrum of investment opportunities as long as the investment is indeed prudent under current law.

The standard of prudence to be used by investment officials shall be the “prudent person” standard and shall be applied in the context of managing an overall portfolio. All persons investing, reinvesting, purchasing, acquiring, exchanging, selling and managing public funds shall act with care, skill, prudence and diligence under the circumstances then prevailing that a prudent person acting in a like capacity and familiarity with those matters would use in the conduct of funds of a like character and with like aims, to safeguard the principal and maintain the liquidity needs of the City.

It is the City’s intent at the time of purchase to hold all investments until maturity to ensure the return of all invested principal dollars.

IV. Objective

A. Investment Criteria:

Government Code Section 53600.5 states: “When investing, reinvesting, purchasing, acquiring, exchanging, selling and managing public funds, the primary objective of the trustee shall be to safeguard the principal of funds under its control. The secondary objective shall be to meet the liquidity needs of the depositor. The third objective shall be to achieve a return on the funds under its control”.

Simply stated, safety of principal is the foremost objective, followed by liquidity and return on investment (known as yield). Each investment transaction shall seek to first ensure the capital losses are avoided, whether they are from market erosion or security defaults.

The primary objectives, in priority order, of the City’s investment activities shall be:

1. **Safety** - Safety of principal is the foremost objective of the investment program. The City’s investments shall be undertaken in a manner that seeks to ensure preservation of

capital in the portfolio. The City shall seek to preserve principal by mitigating the two types of risk, credit risk and market risk. Investment decisions should not incur unreasonable credit or market risks in order to obtain current investment income.

- a. Credit Risk: Defined as the risk of loss due to failure by the issuer of a security.
- b. Market Risk: Defined as the risk of market value fluctuations due to overall changes in the general level of interest rates.

2. **Liquidity** - The City's investment portfolio will remain sufficiently liquid to enable the City to meet its cash flow requirements. An adequate portion of the portfolio should be maintained in liquid short term securities which can be converted to cash and guarantee the City's ability to meet operating expenditures.
3. **Return on Investment (Yield)** - The City's investment portfolio shall be designed with the objective of attaining a market rate of return on its' investments consistent with the constraints imposed by its safety objective and cash flow considerations. Yield is to be a consideration only after the basic requirements of adequate safety and liquidity have been met.

B. Market Rate of Return

The investment portfolio shall be managed to attain a market average rate of return throughout budgetary and economic cycles. This takes into account the City's cash flow requirements and investment risk constraints, state and local laws and ordinances or resolutions that restrict the placement of short term funds.

C. Performance Standards

The investment portfolio shall be managed with the objective of producing a yield meeting or exceeding the average return on the one year U.S. Treasury. This index is considered a benchmark for low to moderate risk investment transactions. Therefore, they comprise a minimum standard for the portfolio's rate of return. The investment program shall seek to augment returns above this threshold, consistent with risk limitations identified herein and prudent investment principles. This benchmark will be reviewed thoroughly and may be

adjusted as required by market conditions to prevent incurring unreasonable risks to attain yield.

D. Diversification

The investment portfolio shall be diversified to prevent incurring unreasonable and avoidable risks regarding specific security types, individual financial institutions or maturity segments.

E. Public Trust

All participants in the investment process shall act responsibly as custodians of the public trust. Investment officials shall recognize that the investment portfolio is subject to public review and evaluation. The overall program shall be designed and managed with a degree of professionalism that is worthy of the public trust.

V. Delegation of Authority

The management and oversight responsibility for the investment program is hereby delegated to the City Treasurer who shall monitor and review all investments for consistency with this investment policy. The City Manager and City Treasurer shall jointly establish procedures to implement and monitor this investment policy. Such procedures shall include explicit delegation of persons responsible for investment transactions. No person may engage in an investment transaction except as provided under the limits of this policy.

VI. Ethics and Conflict of Interest

Officers and employees involved in the investment process shall refrain from personal business activities that could conflict with proper execution of the investment program, or that could impair their ability to make impartial decisions.

VII. Selection of Financial Institutions and Brokers/Dealers

To provide for the optimum yield in the City's portfolio, the City's procedures shall be designed to encourage multiple bids and offers on investment transactions from an approved list of brokers/dealers. The City Treasurer shall maintain a list of authorized broker/dealers and financial institutions which are approved for investment purposes, in the State of California, and it shall be the policy of the City to purchase securities only from authorized

institutions or firms. The investment guidelines and procedures shall identify the criteria under which brokers and dealers may qualify to conduct business with the City.

In order to assist in identifying qualified institutions, the City Treasurer shall forward copies of the City's investment policy to those financial institutions with which the City is interested in doing business and will require written acknowledgement of the policy. In addition, all dealers approved to do business with the City shall receive a copy of the Investment Policy annually. Confirmation of receipt of this policy shall signify that the dealer understands the Investment Policy and intends to present only appropriate investments.

VIII. Permitted Investment Instruments

Allowable investment instruments are defined in the California Government Code Section 53600 et. seq., as amended. If the Code is further revised to allow additional investments or is changed regarding the limits on certain categories of investments, the City is authorized to conform to these changes, excluding those changes that may be prohibited by this policy. Where Government Code Section specifies a percentage limitation for a particular category of investments, that percentage is only applicable only at the date of purchase.

Investments may be made in line with the California Government Code Section 53601, and may include the following instruments:

- 1) Government obligations pledged by the full faith and credit of the United States for the payment of principal and interest.
- 2) Obligations issued by Agencies or Instrumentalities of the U.S. Government.
- 3) Repurchase Agreements used solely as short term investments not to exceed one year.

The following collateral restrictions will be obeyed: Only U.S. Treasury securities or Federal Agency securities will be acceptable collateral. All securities underlying Repurchase Agreements must be delivered to the City's custodian bank versus payment. The market value of securities that underlay a Repurchase Agreement shall be valued at 102 percent or greater of the funds borrowed against those securities and the value shall be reviewed on a regular basis and adjusted no less than quarterly. Since the market value of the underlying securities is subject to daily market fluctuations, the investment in repurchase agreements shall be in compliance if the value of the underlying securities is brought back to 102 percent no later than the next business day.

- 4) Banker's Acceptances issued by domestic or foreign banks, which are eligible for purchase by the Federal Reserve System, the short term paper of which is rated in the highest category by Moody's Investors Service or by Standard & Poor's Corporation.

Purchases of Banker's Acceptances may not exceed 180 days maturity or 40 percent of the City's surplus money. However, no more than \$2,000,000 of the City's surplus funds may be invested in the Banker's Acceptance of any one commercial bank.

- 5) Commercial paper rated in the highest short term rating category, as provided by Moody's Investor Service, Inc. (P-1) or Standard & Poor's Corporation (A-1)
- 6) Joint Powers Authority Local Government Investment Pools

Shares of beneficial interest issued by a joint powers authority organized pursuant to Section 6509.7 that invests in the securities and obligations authorized in subdivisions (a) to (r), inclusive. Each share shall represent an equal proportional interest in the underlying pool of securities owned by the joint powers authority. To be eligible under this section, the joint powers authority issuing the shares shall have retained an investment adviser that meets all of the following criteria:

- (1) The adviser is registered or exempt from registration with the Securities and Exchange Commission.
- (2) The adviser has not less than five years of experience investing in the securities and obligations authorized in subdivisions (a) to (q), inclusive.
- (3) The adviser has assets under management in excess of five hundred million dollars (\$500,000,000).



CITY COUNCIL MEETING

REPORT TO THE CITY COUNCIL

DATE: September 5, 2023

FROM: MARGARITA MORENO, Finance Director

SUBJECT: Actions pertaining to banking services:

- i. APPROVE a Memorandum of Understanding (MOU) with United Security Bank (USB) for banking services and authorize the City Manager to execute.
- ii. Direct the City Manager to execute a Waiver of Security to ensure all City deposits at USB are fully insured above the FDIC limit.
- iii. Direct the City Manager to regularly monitor interest rates to ensure the City is obtaining the best possible return from USB

EXECUTIVE SUMMARY

Approval of this Memorandum of Understanding (MOU) will allow the City Manager to begin the process of transitioning the City's day-to-day banking relationship, and a portion of its investments, to United Security Bank (USB).

BACKGROUND

There is not currently a retail bank branch in Fowler. USB has expressed an intent to open a branch in Fowler. As a condition of that, USB would like the City to transition their banking relationship from Wells Fargo. Banking with USB will result in reduced staff time required to make regular deposits and other banking transactions.

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

Goal ED-2

Fowler's businesses improve the quality of life by providing retail, personal, and business service amenities locally.

Goal ED-3

Fowler invests in necessary infrastructure, resources, and beautification to ensure the success of economic development strategies.

Goal ED-4

Fowler maintains a supportive business climate that helps attract and retain new and existing businesses.

Policy ED-4

Promote rehabilitation of commercial sites and investigate funding opportunities for rehabilitation/remodeling of small businesses.

FISCAL IMPACT

This action will result in staff time savings. USB's investment account interest rates are generally competitive with current market rates the City could obtain from other sources.

CONFLICT OF INTEREST

Staff is not aware of any conflicts of interest.

Attachments

- MOU

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is dated for reference purposes as of September 5, 2023, by and between United Security Bank, a California banking corporation (“**USB**”) and the City of Fowler, a municipal corporation (“**City**”). USB and the City are individually referred to herein as a “**Party**” and collectively as the “**Parties**.”

RECITALS

WHEREAS, USB is a state-chartered independent community bank headquartered in Fresno, California that operates twelve (12) branches, three loan centers, and several ATMs in Fresno, Madera, Kern, and Santa Clara Counties; and

WHEREAS, the City is located in Fresno County, California with a population in excess of 7,000 residents; and

WHEREAS, the City does not presently have any live bank branches within the city limits to service its residents; and

WHEREAS, USB is considering opening a bank branch to be located at 119 South 6th Street, Fowler, California 93625 (the “**Fowler Branch**”) with three (3) full time employees to provide in person and electronic banking services to the residents of the City; and

WHEREAS, to induce USB to open the Fowler Branch, the City has offered to maintain the City’s day-to-day deposit accounts with USB at the Fowler Branch (the “**Deposit Commitment**”); and

WHEREAS, the Parties enter into this Memorandum of Understanding (“**Memorandum**”) to establish the commitment by the City to maintain its deposit accounts at the Fowler Branch.

NOW, THEREFORE, it is mutually understood and agreed by Parties as follows:

UNDERSTANDING

1. Entire Agreement. This Memorandum constitutes the complete and exclusive statement of the term(s) and condition(s) of this Memorandum between the Parties and supersedes all prior representations, understandings, and communications between the Parties relating to the Deposit Commitment. The invalidity in whole or in part of any term and condition of this Memorandum shall not affect the validity of other term(s) and condition(s) of this Memorandum. The above referenced Recitals are true and correct and incorporated herein by reference.

2. Scope of Memorandum. This Memorandum specifies the roles and responsibilities of the Parties as they pertain to the subjects and projects addressed herein. The Parties agree to cooperate and coordinate with the other in all activities covered by this Memorandum and any amendment(s) to this Memorandum.

3. Deposit Accounts; Scope of Services. The City agrees to maintain these deposit accounts pursuant to USB’s standard deposit account agreement presently estimated to be in the amount of fifteen million dollars (\$15,000,000.00), at the Fowler Branch until the earlier to occur of (i) USB no longer operating the Fowler Branch, (ii) the Parties mutually agreeing in writing to modify the terms of this Memorandum, or (iii) upon termination of this Memorandum as provided

herein. For clarity, the estimated amount of the City's deposits set forth in this Section 3 is not intended to establish a minimum amount of the City's deposits but is only intended to provide an estimate of the balances of the deposit accounts for USB's planning purposes. USB provides the typical bank products and services as any other FDIC community insured bank (loans, deposits, certificates of insurance, savings accounts, business loans, construction loans and all products and services of USB's other 13 bank offices open since 1987). The scope of services on deposit accounts provided by USB to its business customers generally, and that will be available to the City specifically, can be found at www.unitedsecuritybank.com/business, and the current rates of interest offered on its various products (CDs, money market accounts, savings accounts, and Business NOW accounts) at www.unitedsecuritybank.com/rates.

4. Fowler Branch Operations. USB agrees to provide in person and electronic banking at the Fowler Branch to the City and community of Fowler and operate the Fowler Branch with at least three (3) full time employees to serve the banking needs of the City and community. Should the City open accounts with USB prior to the opening of the Fowler Branch, USB shall provide, at no charge to City, armored car or similar service to one City location a minimum of three (3) days per week.

5. No Third Party Rights. Nothing in this Memorandum is intended to create duties or obligations to or rights in third parties not parties to this Memorandum, and nothing herein shall be construed to confer any rights upon any party not a signatory to this Memorandum.

6. Binding on Successors/No Assignment. This Memorandum will be binding on and inure to the benefit of the Parties and their heirs, personal representatives, and permitted successors and assigns. This provision does not create a right to transfer or assign rights or obligations under this Memorandum. No assignment of any kind of this Memorandum will be valid unless approved by all other Parties not proposing the assignment.

7. Termination for Cause. Either Party may terminate this Memorandum upon ten (10) days' prior written notice to the other Party containing a detailed description of a material breach under this Memorandum, and a failure within that time period to cure or commence reasonable steps to cure the material breach identified in the notice.

8. City Name and Logo. USB shall not use (i) City's name, City seal, logo, or insignia, or (ii) the fact that the City is a customer of USB maintaining its deposit accounts at the Fowler Branch in promotional materials, including, without limitation, 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 USB from referencing the opening of the Fowler Branch or the location thereof in future marketing materials.

9. Non-liability of Officers and Employees. No officer or employee of City shall be personally liable to USB, or any successors in interest, for any breach of any obligation under the terms of this Memorandum.

10. Form and Service of Notices. Any and all notices or other communications required or permitted by this Memorandum or by law to be delivered to, served upon, or given to either party to this Memorandum 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.

11. Severability and Construction. If any provision of this Memorandum is held to be illegal, invalid, or unenforceable under present or future laws, such provisions shall be fully severable. This Memorandum shall be construed and enforced as though such illegal, invalid, or unenforceable provision had never comprised a part of this Memorandum and the remaining provisions of this Memorandum shall remain in full force and effect. This Memorandum may be executed in several counterparts, and all so executed shall constitute one document which shall be binding upon all parties hereto, notwithstanding that all parties' signatures do not appear on the same page. Facsimile, DocuSign, or e-mail signatures shall be binding upon any party as though they were an original.

12. Jurisdiction. This Memorandum shall be construed in accordance with the laws of the State of California without consideration of conflict of law principles. Parties agree to submit themselves to the jurisdiction of the court venue in the County of Fresno in any action relating to this Memorandum or the enforcement of interpretation thereof.

13. Authority and Capacity to Execute. Each signatory below represents and warrants to the other Parties that the signatory has the capacity and authority to enter into this Memorandum on behalf of the Party.

14. Attorneys' Fees. If any dispute arises under the terms of this Memorandum and its performance, the prevailing Party(ies) shall, in addition to any other recovery, receive all of their reasonable attorneys' fees and costs.

15. Amendments and Waiver. This Memorandum 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 Memorandum 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 Memorandum shall not constitute a waiver of the right to compel enforcement of the remaining provisions of this Memorandum.

16. Alternative Dispute Resolution. If a dispute arises out of or relating to this Memorandum, 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 Memorandum. 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 applicable California statutes of limitation.

17. Non-Discrimination. USB shall not discriminate on the basis of any protected class under Federal or State law in maintaining the deposit accounts with respect to any USB employees or applicants for employment. A protected class, includes, but is not necessarily limited to race, color, national origin, ancestry, religion, age, sex, sexual orientation, marital status, and disability.

[Signatures on next page]

IN WITNESS WHEREOF, the undersigned Parties have executed this Memorandum on the day and year set forth below.

CITY OF FOWLER

Date: _____, 2023

Wilma Tucker
City Manager

UNITED SECURITY BANK

Date: _____, 2023

Dennis Woods
President and CEO

ATTEST

Date: _____, 2023

Angela Vasquez
City Clerk

APPROVED AS TO FORM

Date: _____, 2023

Scott Cross
City Attorney



CITY COUNCIL MEETING

REPORT TO THE CITY COUNCIL

DATE: September 5, 2023

FROM: ANGELA VASQUEZ, City Clerk / Human Resources Officer

SUBJECT: Provide staff direction regarding elected official medical care coverage

EXECUTIVE SUMMARY

The above action will provide staff direction on whether or not to add an elected official tier to the City's medical plan.

BACKGROUND

At the June 6, 2023, City Council meeting, staff was directed to explore a medical plan that would enable the City to add a tier for elected officials. Elected officials interested in the plan would pay the same monthly premium as employees, which is currently \$50 a month for the employee only. The City's portion of the monthly premium is \$841.47. See Attachment A for a premium breakdown.

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 not associated with a General Plan goal, policy, or action item.

FISCAL IMPACT

The fiscal impact will depend on Council's action but can be upwards of \$130,000 annually. This is an unbudgeted item and would need Council approval to appropriate funding for changes to the medical plan.

CONFLICT OF INTEREST

Staff is not aware of any conflicts of interest.

Attachments

- Attachment A, Monthly Medical Benefits Premium

ATTACHMENT A

City of Fowler

Blue Cross PPO Medical & EmpiRx Prescription

	2023	
	City Pays	Elected Official Pays
No coverage	\$0.00	\$0.00
Elected Official	\$841.47	\$50.00
Elected Official & 1	\$1,682.94	\$65.00
Elected Official & 2+	\$2,187.83	\$80.00



CITY COUNCIL MEETING

REPORT TO THE CITY COUNCIL

DATE: September 5, 2023

FROM: THOMAS W. GAFFERY IV, Assistant City Manager

SUBJECT: APPROVE a Disposition and Development Agreement between the City of Fowler and Bobby Aulakh for the property located at 119 South 6th Street (APN 343-172-09T) and authorize the City Manager to execute the Agreement.

EXECUTIVE SUMMARY

This action will authorize sale of the old Adventist Health building on 6th St to Bobby Aulakh. The developer anticipates opening a United Security Bank branch, medical office, and pharmacy on the property.

BACKGROUND

Council previously declared the property located at 119 South 6th Street as surplus property and Staff initiated the Surplus Land Act process. Following the conclusion of that process, the City was allowed to accept offers and Staff negotiated with various parties. Council ultimately directed Staff to negotiate a Disposition and Development Agreement (DDA) with Dr. Aulakh.

The DDA allows the City to sell the Property to Dr. Aulakh, but also ensures that development of the Property results in a beneficial use to the community. Key terms of the DDA include:

- The Developer shall establish a bank branch, medical office, and/or other permissible uses.
- Escrow must close within one year of execution of the DDA. The developer anticipates a much shorter timeframe for close of escrow and for the opening of the bank branch.
- The City has the right to pursue repossession of the Property if the Developer fails to perform the requirements outlined in the DDA.
- For the first 10 years after commencement of business, if the Developer ceases to operate in compliance with the DDA, the City has the option to purchase the Property.
- The City retains the Right of First Refusal to acquire the Property at a Fair Market Value for 50 years.

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

Goal LU-1

Growth occurs logically and efficiently.

Policy LU-16

Maintain the downtown area as the governmental and cultural center of the City. Encourage community services, specialty shops, and office space on the ground floor with housing on the second floor.

Goal CDES-3

Downtown Fowler is preserved and enhanced as the primary cultural and civic core of the community.

Goal ED-4

Fowler maintains a supportive business climate that helps attract and retain new and existing businesses.

Policy ED-4

Promote rehabilitation of commercial sites and investigate funding opportunities for rehabilitation/remodeling of small businesses.

Policy ED-5

Discourage passive land uses, underutilization of land, and vacant structures on available commercial sites.

Policy ED-6

Encourage activities that attract participants to Fowler and promote economic development.

Policy ED-14

Facilitate the development of businesses that contribute to Fowler’s Economic Development Goals established through the General Plan or the Economic Development Strategy, which, along with the provision of affordable housing, creates a pleasing place to live and work.

FISCAL IMPACT

This action will generate \$320,000 in one-time proceeds to the General Fund per the terms of the DDA. After escrow has closed and the City has received the deposited funds, staff will bring forward a budget resolution for Council to determine allocation of those funds.

CONFLICT OF INTEREST

Staff is not aware of any conflicts of interest.

Attachments

- Disposition and Development Agreement

*Recorded By and For the Benefit of,
And When Recorded Return to:*

CITY OF FOWLER
128 South 5th Street
Fowler, CA 93625
ATTN: City Clerk

DISPOSITION AND DEVELOPMENT AGREEMENT

**119 SOUTH 6TH STREET
FOWLER, CA**

APN 343-172-09T

CITY OF FOWLER

AND

BOBBY AULAKH

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ATTACHMENTS

Attachment No. 1	Legal Description and depiction of Property
Attachment No. 2	Form of Grant Deed
Attachment No. 3	Schedule of Performance
Attachment No. 4	Release of Construction Covenants
Attachment No. 5	Notice of Reversionary Interest

DISPOSITION AND DEVELOPMENT AGREEMENT

This Disposition and Development Agreement (“Agreement” or “DDA”) is entered into Effective September 5, 2023, between the City of Fowler, a California municipal corporation and general law city (“City”) and Bobby Aulakh (“Developer”), with respect to the following Recitals, which are a substantive part of this Agreement:

RECITALS

A. City owns two parcels of real property at 119 South 6th Street (APN 343-172-09T) in the City of Fowler, Fresno County, State of California (“Property”). The Property is legally described and depicted in **Attachment No. 1**. The Property consists of approximately 0.25 acre. The Property is in the Form-Based Code zone district, allowing a multitude of uses compatible with the central business district.

B. After following the California Surplus Land Act, the City made the Property available for sale and private development. Developer expressed interest in purchasing the Property to establish a Bank Branch, Medical Office, or other permissible uses. This use shall hereinafter be referred to as “Confirming Business Activities.”

C. Developer is an experienced commercial developer or has otherwise contracted with experienced commercial developers, contractors, architects, and other professionals for the purposes of developing the Property with a viable commercial business, as proposed. City desires to sell the Property to Developer for the purposes set forth in these Recitals, as further described in this Agreement. The improvements to the Property required by this Agreement shall hereinafter be referred to as “Developer Improvements” or “Improvements”.

D. City’s disposition of the Property, and the construction, completion, and operation of the Developer Improvements pursuant to the terms of this Agreement, are in the vital and best interest of the City and the health, safety, and welfare of its residents, and will serve the public purpose of real property redevelopment in City’s downtown.

NOW, THEREFORE, City and Developer agree as follows:

1. CONVEYANCE OF THE PROPERTY.

A. Disposition of the Property. Developer agrees to purchase the Property from City, and City agrees to sell the Property to Developer, in accordance with and subject to all of the terms, covenants, and conditions of this Agreement, for the “Purchase Price” set forth below. The conveyance of the Property shall be by “Grant Deed” substantially in the form of **Attachment No. 2**.

B. Purchase Price and Deposit. The purchase price for the Property shall be Three Hundred Twenty Thousand Dollars (\$320,000.00) (“Purchase Price”). The parties agree the Purchase Price constitutes not less than fair market value of the Property and the rights conveyed, and does not reflect any economic assistance by City. Developer shall pay the

Purchase Price to City in accordance with the following payment schedule:

1. Payment 1: \$50,000 - Due at the close of escrow.
2. Payment 2: \$54,000 - Due six (6) months after the close of escrow.
3. Payment 3: \$54,000 - Due twelve (12) months after the close of escrow.
4. Payment 4: \$54,000 - Due eighteen (18) months after the close of escrow.
5. Payment 5: \$54,000 - Due twenty-four (24) months after the close of escrow.
6. Payment 6: \$54,000 - Due thirty (30) months after the close of escrow.

Upon opening of Escrow, Developer shall deposit the sum of zero dollars \$0 in Escrow (“Developer Deposit”). The Developer Deposit shall be applied to the Purchase Price. The Developer Deposit shall not be refundable to Developer and shall be retained by City as liquidated damages if Escrow fails to close, except in the event that Escrow fails to close due to the failure of a Developer’s Conditions of Closing as described in Section 1L(2). The balance of the Purchase Price shall be paid in accordance with the payment schedule above. Developer may prepay the remaining balance of the Purchase Price at any time.

C. Escrow. Within ten (10) days after the execution of this Agreement by both parties, the parties shall open escrow (“Escrow”) with the Old Republic Title Company in its Kingsburg office, or another escrow company mutually satisfactory in writing to both parties (“Escrow Agent”).

D. Costs of Escrow. The City and the Developer shall each pay its respective share of the premium for the Title Policy as set forth in Section 1K hereof, the City shall pay the documentary transfer taxes due, if any, with respect to the conveyance of the Property, and the parties shall each pay one-half of all other usual fees, charges, and costs which arise from Escrow.

E. Escrow Instructions. This Agreement constitutes the joint escrow instructions of Developer and City, and Escrow Agent to whom these instructions are delivered is hereby empowered to act under this Agreement. The parties agree to do all acts reasonably necessary to close this Escrow in the shortest possible time.

If in the opinion of Developer or the City’s City Manager it is necessary or convenient in order to accomplish the Closing, such party may require that the parties sign supplemental escrow instructions; provided that if there is any inconsistency between this Agreement and the supplemental escrow instructions, the provisions of this Agreement shall control. The parties agree to execute such other and further documents as may be reasonably necessary, helpful, or appropriate to effectuate the provisions of this Agreement.

F. Authority of Escrow Agent. Escrow Agent is authorized to, and shall:

(1) Pay and charge Developer and City for their respective shares of the premium of the Title Policy and any endorsements thereto as set forth in Section 1K and any amount necessary to place title in the condition necessary to satisfy Section 1J of this Agreement.

(2) Pay and charge Developer and City each for one-half of any escrow fees, charges, and costs payable under Section 1D of this Agreement.

(3) Disburse funds and deliver and record the Grant Deed when both the Developer's Conditions of Closing and the City's Conditions of Closing as described in Section 1K herein have been fulfilled or waived by Developer and City.

(4) Do such other actions as necessary to fulfill its obligations under this Agreement.

(5) Do such other actions as necessary to comply with any federal, state, or local reporting requirements, including directing City and Developer to execute any required forms, statements, or certificates.

G. Closing. This transaction shall close escrow ("Closing") after satisfaction of all of City and Developer Conditions of Closing as set forth in Section 1L of this Agreement, but in no event later than one year after Escrow is opened ("Closing Deadline"), unless otherwise extended by written agreement approved by the City's City Council and signed by Developer and the City Manager. Closing shall mean the time and day the Grant Deed is filed for record with the Fresno County Recorder.

H. Termination. If Escrow is not in condition to close by the Closing Deadline, then either Party which is not then in Default (and has not received Notice of a potential Default hereunder which has not been cured) may, in writing, demand termination of the Escrow. Under these circumstances, Escrow Agent shall return all money, papers, and documents deposited in Escrow to the respective depositing party, except that Developer Deposit shall be delivered to City in accordance with Section 1B above unless otherwise provided in Section 1B. If either party makes a written demand for termination of Escrow, Escrow shall not terminate until ten (10) days after Escrow Agent shall have delivered copies of such demand to the other party at the address shown in this Agreement. If any objections are raised within that ten (10) day period, Escrow Agent is authorized to hold all money, papers, and documents until instructed by a court of competent jurisdiction or by mutual written instructions of the parties. Termination of Escrow shall be without prejudice as to whatever legal rights either party may have against the other arising from this Agreement. If no demands are made, Escrow Agent shall proceed with Closing as soon as possible.

I. Closing Procedure. Escrow Agent shall close Escrow as follows:

(1) Record the Grant Deed with instructions for the Fresno County Recorder to deliver the Grant Deed to Developer.

(2) Instruct the Title Company to deliver the Title Policy to Developer and a copy of the Title Policy to City.

(3) File and deliver any informational reports, forms, statements, and certificates as required by federal, state or local law.

(4) Forward to both Developer and City a separate accounting of all funds received and disbursed for each party and copies of all executed and recorded or filed documents deposited into Escrow, with such recording and filing date and information endorsed thereon.

J. Review of Title. City shall cause Escrow Agent to deliver to Developer a standard preliminary title report ("Title Report") with respect to title to the Property, together with legible copies of the documents underlying the exceptions ("Exceptions") set forth in the Title Report, within fifteen (15) days after the Escrow is opened. Developer shall have the right to reasonably approve or disapprove the Exceptions; provided Developer hereby approves the following Exceptions:

(1) Any Redevelopment Plans of the former Fowler Redevelopment Agency which do not preclude Developer's use of the Property as proposed herein.

(2) Property interests held by a public body or public bodies, including without limitation easements, franchises, licenses, or other property interests of the public body or public bodies, on the Property and/or within the public rights-of-way around the perimeter of the Property, which do not preclude Developer's use of the Property as proposed herein.

(3) The lien of any non-delinquent property taxes and assessments (to be prorated at Closing).

(4) Any incidental easements or other matters affecting title which do not preclude Developer's use of the Property as proposed herein.

(5) Such other exceptions to title as may hereafter be mutually approved by City and Developer.

Developer shall have thirty (30) days from the date of its receipt of the Title Report to give written notice to City and Escrow Agent of Developer's approval or disapproval of any of the Exceptions. Developer's failure to give written approval of the Title Report within such time limit shall be deemed disapproval of the Title Report. If Developer notifies City of its disapproval of any Exceptions in the Title Report, City shall have the right, but not the obligation, to remove any disapproved Exceptions within thirty (30) days after receiving written notice of the Developer's disapproval or provide assurances satisfactory to Developer that such Exception(s) will be removed on or before Closing. If City cannot or does not elect to remove any of the disapproved Exceptions within that period, Developer shall have fifteen (15) days after the expiration of the thirty (30) day period to either give City written Notice that the Developer elects to proceed with the purchase of the Property subject to the disapproved Exceptions or to give City written Notice that the Developer elects to terminate this Agreement and the Developer's failure to give timely written Notice shall be deemed as an election to terminate this Agreement.. The Exceptions to title approved by Developer as provided herein shall hereinafter be referred to as the "Condition of Title." The Developer shall have the right to approve or disapprove any further Exceptions reported by the Title Company after the Developer has approved the Condition of Title for the Property (which are not created by the Developer). City shall not voluntarily create any new exceptions to title following the Date of Agreement.

K. Title Insurance. Upon recordation of the Grant Deed, the Title Company shall issue to Developer a California Land Title Association (CLTA) policy of title insurance (“Title Policy”), together with such endorsements as are reasonably requested by Developer, issued by the Title Company insuring the title to the Property is vested in Developer in the condition required by Section 1J of this Agreement. The Title Policy shall be for the amount of the Purchase Price. The Title Company shall provide City with a copy of the Title Policy. City shall pay the portion of the premium for the Title Policy equal to the cost of a CLTA standard policy of title insurance in the amount of the Purchase Price, and the Developer shall pay for any additional costs thereof, including the incremental additional cost of obtaining any endorsements to the title policy, and the cost of any survey which is performed.

L. Conditions of Closing. Closing is conditioned upon satisfaction of the following terms and conditions within the times designated below:

(1) City’s Conditions of Closing. City’s obligation to proceed with Closing is subject to the fulfillment or waiver by City of each and all of the conditions precedent (a) through (f), inclusive, described below (“City Conditions of Closing”), which are solely for the benefit of City, and which shall be fulfilled or waived by the time periods provided for herein:

(a) No Default. Prior to the Close of Escrow, Developer shall not be in material default in any of its obligations under the terms of this Agreement and all representations and warranties of Developer contained herein shall be true and correct in all material respects.

(b) Execution of Documents. Developer shall have executed the Grant Deed and any other documents required hereunder and delivered such documents into Escrow.

(c) Payment of Funds. Prior to Closing, Developer shall have deposited the Developer Deposit and all required costs of Closing into Escrow in accordance with Sections 1B and 1D hereof.

(d) Financing. Developer shall have provided evidence of Construction Financing to complete the Developer Improvements, as provided in Section 2N hereof, and such financing shall fund prior to Closing, or be ready to fund within thirty (30) days after Closing.

(e) Design Review. Developer shall have obtained City approval of Development Plans, as provided for in Section 2C., which shall not be unreasonably withheld, conditioned or delayed.

(f) Insurance. Developer shall have provided proof of insurance as required by Section 2F hereof.

(2) Developer’s Conditions of Closing. Developer’s obligation to proceed with Closing of the purchase of the Property is subject to the fulfillment or waiver by Developer of each and all the conditions precedent (a) through (f), inclusive, described below (“Developer Conditions of Closing”), which are solely for the benefit of Developer, and which shall be

fulfilled or waived by the time periods provided for herein:

(a) No Default. Prior to the Close of Escrow, City shall not be in material default in any of its obligations under the terms of this Agreement and all representations and warranties of City contained herein shall be true and correct in all material respects.

(b) Execution of Documents. City shall have executed the Grant Deed and any other documents required hereunder and delivered such documents into Escrow.

(c) Review and Approval of Title. Developer shall have reviewed and approved the condition of title of The Property, as provided in Section 1J hereof.

(d) Title Policy. The Title Company shall, upon payment of Title Company's regularly scheduled premium, have agreed to provide to Developer the Title Policy for the Property upon Close of Escrow, in accordance with Section 1K hereof.

(e) Due Diligence. Developer shall have determined that the Property is suitable for the proposed development pursuant to Section 1N.

(f) Land Use Approvals. Developer shall have obtained approval of any Land Use Entitlements for the Developer Improvements, as provided for in Section 2D.

(g) Developer Improvements Approval. Developer shall have obtained approval for Developer Improvements for the exterior of the Property and the Bank Branch. Approval of the Developer Improvements for the Medical Office shall not be required as a Condition of Closing.

(h) Confirmation of Bank Tenant. Developer shall have executed a Lease Agreement with United Security Bank and provided a copy of said Lease Agreement to City.

M. Representations and Warranties.

(1) City Representations. City represents and warrants to Developer as follows:

(a) Authority. City has the full right, power and lawful authority to acquire, grant, sell and convey the Property as provided herein, and the execution, performance and delivery of this Agreement by City has been fully authorized by all requisite actions on the part of City.

(b) Foreign Investment in Real Property Tax Act of 1980 (FIRPTA). City is not a "foreign person" within the parameters of FIRPTA or any similar state statute, or is exempt from the provisions of FIRPTA or any similar state statute, or that City has complied and will comply with all the requirements under FIRPTA or any similar state statute.

(c) No Conflict. To the best of City's knowledge, City's execution, delivery and performance of its obligations under this Agreement will not constitute a default or a breach under any contract, agreement or order to which City is a party or by which it is bound.

(d) Litigation. To the best of City's knowledge, there are no actions, suits, material claims, legal proceedings or any other proceedings affecting the Property, or any portion thereof, at law or in equity, before any court or governmental agency, domestic or foreign.

Until Closing, City shall, upon learning of any fact or condition that would cause any of the warranties and representations in this Section 1M(1) not to be true as of Closing, immediately give written notice of such fact or condition to Developer. Such exception(s) to a representation shall not be deemed a breach by City hereunder but shall constitute an exception which Developer shall have a right to approve or disapprove if such exception would have an effect on the value and/or operation of The Property. If Developer elects to close Escrow following disclosure of such information, City's representations and warranties contained herein shall be deemed to have been made as of Closing, subject to such exception(s). If, following the disclosure of such information, Developer elects to not close Escrow, then this Agreement and Escrow shall automatically terminate, and neither party shall have any further rights, obligations or liabilities hereunder. Under these circumstances the Developer Deposit shall be returned to Developer.

All of the representations and warranties set forth in this Section 1M(1) are made with the acknowledgment that they are material, and with the intention that Developer shall rely upon them as inducements to enter into this Agreement and to perform its obligations hereunder and to close the transactions contemplated herein. The representations and warranties contained in this Section 1M(1) shall each survive the execution of this Agreement and Closing.

(2) Developer Representations. Developer represents and warrants to City as follows:

(a) Authority. Developer has the full right, power and lawful authority to purchase and accept the conveyance of the Property, or any portion thereof, and undertake all obligations as provided herein and the execution, performance and delivery of this Agreement by Developer has been fully authorized by all requisite actions on the part of Developer.

(b) Experience. Developer is an experienced developer and operator of commercial properties, or has otherwise contracted with experienced commercial developers, contractors, architects, and other professionals for the purposes of developing the Property.

(c) No Conflict. To the best of Developer's knowledge, Developer's execution, delivery, and performance of its obligations under this Agreement will not constitute a default or a breach under any contract, agreement or order to which Developer is a party or by which it is bound.

(d) No Developer Bankruptcy. Developer is not the subject of a bankruptcy or other insolvency proceeding.

(e) FIRPTA. Developer is not a "foreign person" within the parameters of FIRPTA or any similar state statute or is exempt from the provisions of FIRPTA or any similar state

statute, or Developer has complied and will comply with all the requirements under FIRPTA or any similar state statute.

(f) Deliveries. All documents, instruments and other information delivered by Developer to City pursuant to this Agreement are, to the best of Developer's knowledge, true, correct and complete.

(g) Commissions. To the best of the Developer's knowledge, there are no broker's commissions or finder's fees payable in connection with The Property.

Until Closing, the Developer shall, upon learning of any fact or condition which would cause any of the warranties and representations in this Section 1M(2) not to be true as of the Closing, immediately give written notice of such fact or condition to City. Such exception(s) to a representation shall not be deemed a breach by Developer hereunder but shall constitute an exception which City shall have a right to approve or disapprove if such exception would have an effect on the value and/or operation of the Property. If City elects to close Escrow following disclosure of such information, Developer's representations and warranties contained herein shall be deemed to have been made as of Closing, subject to such exception(s). If, following the disclosure of such information, City elects to not close Escrow, then this Agreement and Escrow shall automatically terminate, and neither party shall have any further rights, obligations or liabilities hereunder.

All of the representations and warranties set forth in this Section 1M(2) are made with the acknowledgment that they are material, and with the intention that City shall rely upon them as inducements to enter into this Agreement and to perform its obligations hereunder and to close the transactions contemplated herein. The representations and warranties contained in this Section 1M(2) shall each survive the execution of this Agreement and Closing.

N. Condition of The Property.

(1) Disclosure. Developer acknowledges the Property may contain Hazardous Materials as defined in Section 1N(5). Upon Closing, it will be Developer's obligation to take any required remedial actions, at its sole cost and expense, to render the Property suitable for development. In that regard, Developer and City may enter into a Right of Entry Agreement to allow Developer an opportunity to conduct due diligence inspections of the Property, which will remain in place through Closing. Copies of any reports obtained by Developer regarding the condition of the Property shall be provided to City within ten (10) days after receipt and prior to Closing.

Except as noted, City and Developer hereby represent and warrant to the other that they have no actual knowledge and have not received any notice or communication from any government agency having jurisdiction over the Property, notifying such party of the presence of surface or subsurface zone Hazardous Materials in, on, or under the Property, or any portion thereof. "Actual knowledge," as used herein, shall not impose a duty of investigation, and shall be limited to the actual knowledge of City and Developer employees and agents who have participated in the preparation of this Agreement.

(2) No Further Warranties As To Property; Release of City. Notwithstanding any provisions of this Agreement to the contrary, the conveyance of all or any portion of the Property shall be conveyed to the Developer in an "AS IS" condition, with no warranty, express or implied by City, as to the Property, improvements on the Property, the soil, its geology, the presence of known or unknown faults or Hazardous Materials, and Developer agrees to and shall indemnify and hold City, and their officers, agents, employees, and volunteers, harmless from and against all liability, loss, damages, costs, or expenses (including reasonable attorneys' fees and court costs) arising from or as a result of the existence of such faults or substances. It shall be the sole responsibility of Developer at his expense to investigate and determine the condition of the soil and improvement conditions on the Property for the development to be constructed. If the soil environmental condition is not in all respects entirely suitable for the use or uses to which the Property will be put, then it is the sole responsibility and obligation of Developer to take such action as may be necessary to place the Property in a condition entirely suitable for its development.

Developer hereby waives, releases and discharges forever City, and its officers, agents, employees, and volunteers, from all present and future claims, demands, suits, legal and administrative proceedings and from all liability for damages, losses, costs, liabilities, fees and expenses, present and future, arising out of or in any way connected with the condition of the Property, any Hazardous Materials in or the Property, or the existence of Hazardous Materials contamination due to the generation of Hazardous Materials from the Property, however they came to be placed there, except that arising out of the negligence or misconduct of the City or its employees, officers, agents or representatives which occur after Closing.

Developer acknowledges that it is aware of and familiar with the provisions of Section 1542 of the California Civil Code which provides as follows:

"A general release does not extend to claims which the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party."

As such relates to this Section 1N, Developer hereby waives and relinquishes all rights and benefits which it may have under Section 1542 of the California Civil Code.

By: _____
Bobby Aulakh

(3) Developer Precautions After Closing. Upon Closing, Developer shall take all reasonable precautions to prevent the release into the environment of any Hazardous Materials which are located in, on or under the Property. Such precautions shall include compliance with all governmental requirements with respect to Hazardous Materials. In addition, Developer shall install and utilize such equipment and implement and adhere to such procedures as are consistent with commercially reasonable standards as respects the disclosure, storage, use, removal and disposal of Hazardous Materials.

(4) Developer Indemnity. Upon Closing, Developer agrees to indemnify, defend and hold City, and its officers, agents, employees, and volunteers, harmless from and against any claim, action, suit, proceeding, loss, cost, damage, liability, deficiency, fine, penalty, punitive damage, or expense (including, without limitation, attorneys' fees), resulting from, arising out of, or based upon: (a) the presence, release, use, generation, discharge, storage or disposal of any Hazardous Materials on, under, in or about, or the transportation of any such Hazardous Materials to or from, the Property which occurs after Closing; or (b) the violation, or alleged violation, of any statute, ordinance, order, rule, regulation, permit, judgment or license relating to the use, generation, release, discharge, storage, disposal or transportation of Hazardous Materials on, under, in or about, to or from, the Property which occurs after Closing. This indemnity shall include, without limitation, any damage, liability, fine, penalty, parallel indemnity after closing cost or expense arising from or out of any claim, action, suit or proceeding for personal injury (including sickness, disease or death), tangible or intangible property damage, compensation for lost wages, business income, profits or other economic loss, damage to the natural resource or the environment, nuisance, contamination, leak, spill, release or other adverse effect on the environment. At the request of Developer, City shall cooperate with and assist Developer in its defense of any such claim, action, suit, proceeding, loss, cost, damage, liability, deficiency, fine, penalty, punitive damage, or expense; provided that City shall not be obligated to incur any expense in connection with such cooperation or assistance.

(5) Hazardous Materials Definition. For purposes of this Section 1N, Hazardous Materials means any substance, material, or waste which is or becomes defined and is regulated as hazardous by any governmental authority, the State of California, or the United States government, but shall not include commercially reasonable amounts of such materials in the ordinary course of the development and operation of the Property which are used and stored in accordance with all applicable environmental laws, ordinances and regulations.

2. DEVELOPMENT OF THE PROPERTY.

A. Developer's Obligation to Construct Improvements. Developer shall develop or cause the development of the Developer Improvements in accordance with the Schedule of Performance (**Attachment No. 3**), the City of Fowler Municipal Code, and the plans, drawings and documents submitted by Developer and approved by City as set forth herein. Specifically, Developer shall be responsible for construction of a mixed-use building suitable for retail dining.

B. City Obligations With Respect to the Building.

(1) Remove any City owned property from the building and site prior to Close of Escrow.

C. Design Review.

(1) Design, Site Plan, and Construction Drawings. Within the respective times set forth in the Schedule of Performance, Developer shall submit the following:

(a) Design drawings for the Developer Improvements, including materials, color board, elevations of all four facades of the Developer Improvements, and a rendered perspective, as required by City's Community Development Director and in conformance with applicable City Code and guidelines ("Design Drawings").

(b) Site plan as required by City's Community Development Director and in conformance with City guidelines ("Site Plan").

(c) Detailed construction plans and drawings prepared by a licensed architect and/or registered civil engineer, as required by State law, with respect to the Developer Improvements ("Construction Plans").

The Design Drawings, Site Plan, and Construction Plans are collectively referred to as the "Development Plans".

(2) City Review and Approval. City shall have the right to review and approve the Development Plans, which shall not be unreasonably withheld, conditioned or delayed. Developer acknowledges and agrees that City approval is required in order to satisfy City's obligation to promote the sound development and redevelopment of land within the former redevelopment project area, to promote a high level of design which will impact the surrounding development, and to provide an environment for the social, economic and psychological growth and well-being of the citizens of the City of Fowler. Developer shall not be entitled to any monetary damages or compensation as a result of the City's reasonable disapproval or failure to approve or disapprove the Development Plans.

Notwithstanding any provision of this Agreement to contrary effect, the times for review and action upon the Development Plans by City shall not be deemed to be commenced unless and until the corresponding submittals by Developer are complete.

City shall state in writing the reasons for disapproval. Developer, upon receipt of a disapproval based upon powers reserved by the City hereunder, shall revise such portions and resubmit to City by the time established therefor in the Schedule of Performance.

(3) Consultation and Coordination. During the preparation of the Development Plans, staff of City and Developer shall hold regular progress meetings to coordinate the preparation of, submission to, and review of the Development Plans. The staff of City and Developer shall communicate and consult informally as frequently as is necessary to ensure that the formal submittal of any documents to City can receive prompt and thorough consideration.

City shall designate an employee to serve as the project manager who is responsible for the coordination of City's activities under this Agreement and for expediting the land use approval and permitting process.

(4) Revisions. If Developer desires to propose any revisions to City-approved Development Plans, Developer shall submit such proposed changes to City, and shall also proceed in accordance with any and all State and local laws and regulations regarding such revisions, within the time frame set forth in the Schedule of Performance. At the sole discretion of City, if any change in the basic uses of the Property is proposed in the Development Plans from the basic uses of the Property as provided for in this Agreement, then this Agreement is subject to renegotiation of all terms and conditions. If the Development Plans, as modified by the proposed change, generally and substantially conform to the requirements of this Section 2C, the City Manager shall review the proposed change and notify the Developer in writing within thirty (30) days after submission to City as to whether the proposed change is approved or disapproved. The City Manager is authorized to approve changes to City-approved Development Plans provided such changes: (a) do not significantly modify the scope and character of the Improvements; (b) do not reduce the quality of materials to be used; and (c) do not reduce the imaginative and unique qualities of the project design. Any and all change orders or revisions required by City and its inspectors which are required under the Municipal Code and all other applicable codes (e.g., Building, Plumbing, Fire, Electrical, etc.) and under other applicable laws and regulations shall be included by Developer in its Development Plans and completed during construction of the Developer Improvements.

(5) Defects in Plans. City shall not be responsible either to Developer or to third parties in any way for any defects in the Development Plans, nor for any structural or other defects in any work done according to the approved Development Plans, nor for any delays reasonably caused by the review and approval processes established by this Section 2C. Developer shall hold harmless, indemnify and defend City, and its officers, agents, employees, and volunteers, from and against any claims, suits for damages to property or injuries to persons arising out of or in any way relating to defects in the Development Plans, including without limitation the violation of any laws, and for defects in any work done according to the approved Development Plans.

(6) Use of Plans. City shall not have the right to use Development Plans which are submitted to City by Developer pursuant to this Section 2C, nor shall the City confer any rights to use such drawings or plans to any person or entity.

(7) Special Design Provisions. *Reserved.*

D. Land Use Approvals.

(1) Land Use Entitlements. Within the respective times set forth in the Schedule of Performance, Developer shall secure, or cause to be secured, all land use and other discretionary entitlements by City or any other governmental agency necessary to complete the Developer Improvements.

(2) Other Approvals. Before commencement of construction of Developer Improvements or other related works of improvement upon or adjacent to the Property, Developer shall secure or cause to be secured any other permits and approvals which may be required by City or any other governmental agency affected by such construction or work.

(3) Developer Cost and Expense. All land use entitlements and other permits shall be secured by Developer at Developer's sole cost and expense.

(4) No Precommitment by City. Nothing in this Agreement is intended to or shall operate to commit City's discretion with respect to land use and other entitlements, permits, and approvals which may be required by Developer with respect to the Developer Improvements.

E. Schedule of Performance and Conforming Business Activities.

(1) Schedule of Performance. Developer shall submit all Development Plans, obtain Land Use Approvals, commence and complete all construction of the Developer Improvements, and satisfy all other obligations and conditions of this Agreement, within the respective times established therefor in the Schedule of Performance. The Schedule of Performance shall be deemed a material part of this Agreement.

(2) Conforming Business Activities. Within a reasonable period of time following the completion of the Developer Improvements, not to exceed thirty (30) days after the issuance of a Certificate of Occupancy, Developer shall operate "Conforming Business Activities." "Conforming Business Activities" means the operation of a Bank Branch as set forth in the Recitals in accordance with the terms of this Agreement.

Developer shall operate Conforming Business Activities for a period of not less than ten (10) continuous years after opening.

(a) Continuous shall mean the business is not closed during its normal or customarily operated business days for the type of business, for more than a cumulative total of thirty (30) days in any calendar year, except as may be required during any enforced delay event as provided in Section 4B herein.

(b) Non-operation due to government ordered shutdowns beyond the control of the Developer, shall be deducted from the ten-year period.

(c) Non-operation for repairs or remodeling that are diligently pursued to completion shall be deducted from the ten-year period.

After ten (10) years, City's ordinary codes shall apply regarding continuous operation of the business.

F. Cost of Construction. All of the costs of planning, designing, developing, and constructing the Developer Improvements, including all permits and entitlements, shall be borne solely by the Developer.

G. Insurance Requirements. Developer shall take out prior to commencement of construction of the Developer Improvements, and maintain or shall cause its contractor to take out and maintain until the issuance of the Release of Construction Covenants pursuant to Section 2M of this Agreement, a comprehensive general liability policy in the amount of Three Million Dollars (\$3,000,000) combined single limit policy, and if Developer owns automobiles, a comprehensive automobile liability policy in the amount of One Million Dollars (\$1,000,000), combined single limit, or such other policy limits as City may approve at its discretion, including contractual liability, as shall protect Developer and City from claims for such damages, and which policy shall be issued by an “A” rated insurance carrier. Such policy or policies shall be written on an occurrence form. Developer shall also furnish or cause to be furnished to City evidence satisfactory to City that the Developer and any contractor with whom it has contracted for the performance of work on The Property or otherwise pursuant to this Agreement carries workers’ compensation insurance as required by law. Developer shall furnish a notarized certificate of insurance countersigned by an authorized agent of the insurance carrier on a form approved by City setting forth the general provisions of the insurance coverage. This countersigned certificate shall name City and its respective officers, agents, employees, and volunteers, as additionally insured parties under the policy, and the certificate shall be accompanied by a duly executed endorsement evidencing such additional insured status. The certificate and endorsement by the insurance carrier shall contain a statement of obligation on the part of the carrier to notify City of any material change, cancellation or termination of the coverage at least thirty (30) days in advance of the effective date of any such material change, cancellation or termination. Coverage provided hereunder by Developer shall be primary insurance and not be contributing with any insurance maintained by City, and the policy shall contain such an endorsement. The insurance policy or the endorsement shall contain a waiver of subrogation for the benefit of City. The required certificate shall be furnished by Developer at the time set forth therefor in the Schedule of Performance or, if no time is specified, prior to the commencement of construction of the Developer Improvements.

H. Developer’s Indemnity. Developer shall defend, indemnify, assume all responsibility for, and hold the City and its officers, agents, employees, and volunteers, harmless from all claims, demands, damages, defense costs or liability of any kind or nature relating to the subject matter of this Agreement or the implementation thereof and for any damages to property or injuries to persons, including accidental death (including attorneys fees and costs), which may be caused by any acts or omissions of Developer in the performance under this Agreement, whether such activities, performance, or omissions be by Developer or by anyone directly or indirectly employed or contracted with by Developer and whether such damage shall accrue or be discovered before or after termination of this Agreement. Developer shall not be liable for property damage or bodily injury occasioned by the sole negligence or willful misconduct of City or its agents or employees, or the failure of City or its agents or employees to follow accepted safety standards in connection with accessing the Property pursuant to Section 2I, below.

I. Rights of Access. Prior to the issuance of a Release of Construction Covenants (as specified in Section 2M of this Agreement), for purposes of assuring compliance with this Agreement, including construction of the Developer Improvements, representatives of City shall

have the right of access to the Property conveyed to Developer without charges or fees, at normal construction hours during the period of construction. City representatives shall comply with all safety rules during any such inspection. City shall defend, indemnify, assume all responsibility for, and hold the Developer and its representatives, officers, employees, agents, contractors, and subcontractors harmless from all claims, demands, defense costs, and liability of any kind or nature arising out of the City's exercise of this right of access, except to the extent caused by the negligence or willful misconduct of the Developer or its representatives, officers, employees, agents, contractors, or subcontractors.

J. Compliance With Laws. Developer shall carry out the design, construction and operation of the Developer Improvements in conformity with all applicable laws, including all applicable state labor standards, City zoning and development standards, building, plumbing, mechanical and electrical codes, and all other provisions of the City Municipal Code, and all applicable accessibility requirements, including without limitation the Americans With Disabilities Act, 42 U.S.C. Section 12101, et seq., California Government Code Section 4450, et seq., California Government Code Section 11135, et seq., and the Unruh Civil Rights Act, Civil Code Section 51, et seq.

K. Nondiscrimination in Employment. Developer certifies and agrees that all persons employed or applying for employment by it, its affiliates, subsidiaries, or holding companies, and all subcontractors, bidders and vendors, are and will be treated equally by it without regard to, or because of any protected class under State of California or Federal law.

L. Taxes and Assessments. Developer shall pay prior to delinquency all ad valorem real estate taxes and assessments on the Property accruing after the Closing Date, subject to the Developer's right to contest in good faith any such taxes. Developer shall remove or have removed any levy or attachment made on any portion of the Property, or assure the satisfaction thereof within a reasonable time. Developer shall not apply for or receive any exemption from the payment of property taxes or assessments on any interest in or to the Property or the Developer Improvements.

M. Release of Construction Covenants. Promptly after completion of the Developer Improvements in conformity with this Agreement, City shall furnish Developer with a "Release of Construction Covenants," substantially in the form of **Attachment No. 4** hereto which is incorporated herein by reference. City shall not unreasonably withhold such Release of Construction Covenants. The Release of Construction Covenants shall be a conclusive determination of satisfactory completion of the Developer Improvements in accordance with the terms of this Agreement and the Release of Construction Covenants shall so state.

If City refuses or fails to furnish the Release of Construction Covenants, after written request from Developer, City shall, within fifteen (15) days of written request therefor, provide Developer with a written statement of the reasons City refused or failed to furnish the Release of Construction Covenants. The statement shall also contain City's opinion of the actions the Developer must take to obtain the Release of Construction Covenants. The Release of Construction Covenants shall not constitute evidence of compliance with or satisfaction of any obligation of Developer to any holder of any mortgage, or any insurer of a mortgage securing

money loaned to finance the Developer Improvements, or any part thereof. The Release of Construction Covenants is not a notice of completion as referred to in Section 3093 of the California Civil Code.

N. Financing of Improvements.

(1) Evidence of Financing. Prior to Closing, Developer shall submit evidence satisfactory to City of construction financing ("Construction Financing") as follows:

(a) The obtainment of sufficient equity capital or a firm and binding commitment for construction financing necessary to undertake development of the Property and the construction of the Developer Improvements in accordance with this Agreement.

(b) The Construction Financing must fund prior to Closing, or be ready to fund within thirty (30) days after Closing. If the Construction Financing fails to fund as provided herein, the City may exercise its rights under this Agreement, including without limitation its right to reenter the Property and revesting of title to the Property in accordance with Section 3E herein.

(c) If City is not satisfied with the evidence of Construction Financing, City shall notify Developer within twenty (20) days of receipt of a complete submission stating the reasons for such dissatisfaction and Developer shall promptly obtain and submit to City new evidence of financing. City shall not unreasonably withhold, delay or condition its approval of satisfactory Construction Financing.

(d) Evidence of obtaining Construction Financing shall include the following: (i) a copy of a legally binding, firm and enforceable loan commitment(s) obtained by Developer from one or more financial institutions for the mortgage loan or loans for financing to fund the construction, completion, operation and maintenance of the Developer Improvements, subject to such lenders' reasonable, customary and normal conditions and terms; and/or (ii) a certification from the chief financial officer of Developer that Developer has sufficient funds for such construction, and that such funds have been committed to such construction, and/or other documentation satisfactory to City as evidence of other sources of capital sufficient to demonstrate that Developer has adequate funds to cover the difference between the total cost of the construction and completion of the Developer Improvements, less financing authorized by those loans set forth in subparagraph (a) above.

(2) No Encumbrances Except Mortgages, Deeds of Trust, or Sale and Lease-Back for Development. Mortgages, deeds of trust and sales and leases-back shall be permitted before the completion of the Developer Improvements only with the City's prior written approval, which shall not be unreasonably withheld or delayed, and only for the purpose of securing loans of funds to be used for financing construction of the Developer Improvements (including architecture, engineering, legal, and related direct costs as well as indirect costs), permanent financing, and any other purposes necessary and appropriate in connection with development under this Agreement. In no event, however, shall the amount or amounts of indebtedness secured by mortgages or deeds of trust exceed the projected cost of constructing the Developer Improvements, as evidenced by a pro forma and a construction contract which set forth such

construction costs. The words “mortgage” and “trust deed” as used hereinafter shall include sale and lease-back.

(3) Holder Not Obligated to Construct Improvements. The holder of any mortgage or deed of trust authorized by this Agreement shall not be obligated by the provisions of this Agreement to construct or complete the Developer Improvements or any portion thereof, or to guarantee such construction or completion; nor shall any covenant or any other provision in this Agreement be construed so to obligate such holder. Nothing in this Agreement shall be deemed to construe, permit or authorize any such holder to devote the Property to any uses or to construct any improvements thereon, other than those uses or improvements provided for or authorized by this Agreement.

(4) Notice of Default to Mortgagee or Deed of Trust Holders; Right to Cure. With respect to any mortgage or deed of trust granted by Developer as provided herein, whenever City may deliver any notice or demand to Developer with respect to any breach or default by Developer in completion of construction of the Developer Improvements, City shall at the same time deliver to each holder of record of any mortgage or deed of trust authorized by this Agreement a copy of such notice or demand. Each such holder shall (insofar as the rights granted by the City are concerned) have the right, at its option, within thirty (30) days after the receipt of the notice, to cure or remedy or commence to cure or remedy and thereafter to pursue with due diligence the cure or remedy of any such default and to add the cost thereof to the mortgage debt and the lien of its mortgage. Nothing contained in this Agreement shall be deemed to permit or authorize such holder to undertake or continue the construction or completion of the Developer Improvements, or any portion thereof (beyond the extent necessary to conserve or protect the improvements or construction already made) without first having expressly assumed Developer’s obligations to City by written agreement reasonably satisfactory to City. The holder, in that event, must agree to complete, in the manner provided in this Agreement, the improvements to which the lien or title of such holder relates. Any such holder properly completing such improvement shall be entitled, upon compliance with the requirements of Section 2M of this Agreement, to a Release of Construction Covenants. It is understood that a holder shall be deemed to have satisfied the thirty (30) day time limit set forth above for commencing to cure or remedy a Developer default which requires title and/or possession of the Property which shall have been conveyed to Developer if and to the extent any such holder has within such thirty (30) day period commenced proceedings to obtain title and/or possession and thereafter the holder diligently pursues such proceedings to completion and cures or remedies the default.

(5) Failure of Holder to Complete Developer Improvements. In any case where, thirty (30) days after the holder of any mortgage or deed of trust creating a lien or encumbrance upon the Property receives a notice from City of a default by Developer in completion of construction of any of the Developer Improvements under this Agreement, and such holder has not exercised the option to construct as set forth in this Section 2N, or if it has exercised the option but has defaulted hereunder and failed to timely cure such default, City may purchase the mortgage or deed of trust by payment to the holder of the amount of the Purchase Price received by City at the time of Developer’s default, and such payment by City shall be City’s only obligation to be entitled to any necessary reconveyance of the Property and reconveyance of the

mortgage or deed of trust securing the Developer Improvements. Holder's recourse for any remaining principal and interest and all other sums secured by the mortgage or deed of trust shall be against Developer and Developer collateral and not against City or the Property. Nothing herein shall impact holder's rights to proceeds as authorized in Section 3E(2)(b) from a subsequent resale of the Property by City. If the ownership of the Property has vested in the holder, City, if it so desires, shall be entitled to a conveyance from the holder to City of the Property, as applicable, upon payment to the holder of an amount equal to the sum of the following:

- (a) The unpaid mortgage or deed of trust debt at the time title became vested in the holder (less all appropriate credits, including those resulting from collection and application of rentals and other income received during foreclosure proceedings);
 - (b) All expenses with respect to foreclosure including reasonable attorneys' fees;
 - (c) The costs of any improvements made by such holder;
 - (d) An amount equivalent to the interest that would have accrued on the aggregate of such amounts had all such amounts become part of the mortgage or deed of trust debt and such debt had continued in existence to the date of payment by City.
- (6) Right of the City to Cure Mortgage or Deed of Trust Default. In the event of a mortgage or deed of trust default or breach by Developer prior to the completion of the construction of any of the Developer Improvements or any part thereof, Developer shall immediately deliver to City a copy of any mortgage holder's notice of default. If the holder of any mortgage or deed of trust has not exercised its option to construct, City shall have the right but no obligation to cure the default. In such event, City shall be entitled to reimbursement from Developer of all proper costs and expenses incurred by City in curing such default. City shall also be entitled to a lien upon the Property to the extent of such costs and disbursements. Any such lien shall be junior and subordinate to the mortgages or deeds of trust pursuant to this Section 2N.

3. DEFAULTS AND REMEDIES

A. Default Remedies. Subject to the extensions of time set forth in Section 4B of this Agreement, failure by either party to perform any action or covenant required by this Agreement within the time periods provided herein following notice and failure to cure as described hereafter, constitutes a "Default" under this Agreement. A party claiming a Default shall give written Notice of Default to the other party specifying the Default complained of. Except as otherwise expressly provided in this Agreement, the claimant shall not institute any proceeding against any other party, and the other party shall not be in Default if such party within thirty (30) days from receipt of such Notice immediately, with due diligence, commences to cure, correct or remedy such failure or delay and shall complete such cure, correction or remedy with diligence.

B. Institution of Legal Actions. In addition to any other rights or remedies and subject to the restrictions otherwise set forth in this Agreement, either party may institute an action at law or equity to seek specific performance of the terms of this Agreement, or to cure, correct or remedy any Default, to recover damages for any Default, or to obtain any other remedy consistent with the purpose of this Agreement. Such legal actions must be instituted in the Superior Court of the County of Fresno, State of California, or in the District of the United States District Court in which such county is located.

C. Termination by the Developer Prior to Conveyance of the Property. In the event that prior to the conveyance of the Property Developer is not in default under this Agreement and: (1) City does not tender title pursuant to the Grant Deed in the manner and condition and by the date provided in this Agreement; or (2) one or more of the Developer Conditions of Closing is not fulfilled on or before the time set forth in the Schedule of Performance and such failure is not caused by Developer; or (3) any default of City prior to Closing is not cured within the time set forth in Section 3A hereof, after written demand by Developer; then this Agreement may, at the option of Developer, be terminated by written Notice thereof to City. From the date of the Notice of termination of this Agreement by Developer to City and thereafter this Agreement shall be deemed terminated and there shall be no further rights or obligations between the parties with respect to the Property by virtue of or with respect to this Agreement. Under these circumstances, Developer shall be entitled to a return of the Developer Deposit.

D. Termination by City Prior to Conveyance of the Property. In the event that prior to conveyance of the Property City is not in Default under this Agreement and: (1) Developer (or any successor in interest) assigns or attempts to assign the Agreement or any rights therein or in the Property in violation of this Agreement; or (2) one or more of the City Conditions of Closing is not fulfilled on or before the time set forth in the Schedule of Performance and such failure is not caused by City; or (3) Developer is otherwise in default of this Agreement and fails to cure such default within the time set forth in Section 3A hereof; then this Agreement and any rights of Developer or any assignee or transferee with respect to or arising out of the Agreement or the Property, shall, at the option of City, be terminated by City by written Notice thereof to Developer. From the date of the Notice of termination of this Agreement by City to Developer and thereafter this Agreement shall be deemed terminated and there shall be no further rights or obligations between the parties. Under these circumstances, City shall be entitled to keep the Developer Deposit plus any accrued interest.

E. Reentry and Revesting of Title in the City for Failure to Timely Commence and Complete Developer Improvements, Begin Operation of Conforming Business Activities, or for an Unlawful Transfer.

(1) After Closing and Prior to Completion of the Developer Improvements or Opening of Conforming Business Activities. City has the right, at its election, to reenter and take possession of the Property transferred to Developer by Grant Deed pursuant to this Agreement, with all improvements thereon, and terminate and revest in City the estate conveyed to Developer if after the Closing Developer (or its successors in interest) shall:

(a) Fail to obtain Construction Financing within the time required in this Agreement or fail to provide evidence satisfactory to City of Construction Financing within the time required in this Agreement.

(b) Fail to start construction of the Developer Improvements as required by this Agreement for a period of thirty (30) days after written notice thereof from City; or

(c) Abandon or substantially suspend construction of the Developer Improvements required by this Agreement for a period of thirty (30) days after written notice thereof from the City, unless such abandonment or suspension is not caused by Developer's acts or omissions or as provided for in Section 4B; or

(d) Fail to complete the Developer Improvements within the time limits set forth in the Schedule of Performance; or

(e) Fail to open Conforming Business Activities within the time limits set forth in the Schedule of Performance; or

(f) Contrary to the provisions of Section 4C, Transfer or suffer any involuntary Transfer in violation of this Agreement.

(2) Conditions of Reentry and Revesting Rights. City's right to reenter, terminate and revest shall be subject to and be limited by and shall not defeat, render invalid or limit:

(a) Any mortgage or deed of trust permitted by this Agreement; or

(b) Any rights or interests provided in this Agreement for the protection of the holders of such mortgages or deeds of trust.

City shall not unreasonably refuse any request to subordinate its right of reentry to a City-approved construction lender's mortgage or deed of trust securing a loan of funds for financing construction of the Developer Improvements.

The Grant Deed shall contain appropriate reference and provision to give effect to City's right as set forth in this Section 3E, to reenter and take possession of the Property, with all improvements thereon, and to terminate and revest in City the estate conveyed to Developer. Upon the revesting in City of title to the Property transferred to Developer by Grant Deed as provided in this Section 3E, City shall have the sole and absolute discretion with respect to the Property, including without limitation retaining the Property for City or other public use, or disposing of the Property in its sole and absolute discretion. If City decides to sell the Property City will use reasonable efforts to resell the Property as soon and in such manner as the City may find feasible to a qualified and responsible party or parties (as determined by City) who will assume the obligation of making or completing the Developer Improvements, or such improvements in their stead as shall be satisfactory to City and in accordance with the uses specified for the Property. Upon such resale of the Property, the net proceeds thereof after

repayment of any mortgage or deed of trust encumbering the Property, which is permitted by this Agreement, may be applied:

(c) First, to reimburse City, on its own behalf or on behalf of City, all costs and expenses incurred by City, including, but not limited to, reasonable City staff costs and any expenditures by City in connection with the recapture, management and resale of the Property or any part thereof (but less any income derived by City from the Property or any part thereof in connection with such management); all taxes, assessments and water or sewer charges with respect to the Property or any part thereof which Developer has not paid (or, in the event that Property is exempt from taxation or assessment of such charges during the period of ownership thereof by City, an amount, if paid, equal to such taxes, assessments, or charges as would have been payable if the Property were not so exempt); any payments made or necessary to be made to discharge any encumbrances or liens existing on the Property or part thereof at the time or reversion of title thereto in City, or to discharge or prevent from attaching or being made any subsequent encumbrances or liens due to obligations, defaults or acts of Developer, its successors or transferees; any expenditures made or obligations incurred with respect to the making or completion of the Improvements or any part thereof on the Property; and any amounts otherwise owing City; and in the event additional proceeds are thereafter available, then

(d) Second, to reimburse Developer, its successor or transferee, up to the amount equal to the sum of the costs incurred for the acquisition and development of the Property transferred to Developer by Grant Deed and for the Developer Improvements existing on such the Property at the time of the reentry and possession, less any gains or income withdrawn or made by Developer from the Property transferred to Developer by Grant Deed or the Developer Improvements thereon.

Any balance remaining after such reimbursements shall be retained by City as its property. The rights established in this Section 3E are not intended to be exclusive of any other right, power or remedy, but each and every such right, power, and remedy shall be cumulative and concurrent and shall be in addition to any other right, power and remedy authorized herein or now or hereafter existing at law or in equity. These rights are to be interpreted in light of the fact that City will have conveyed the Property to the Developer for redevelopment purposes, particularly for development and operation of commercial facilities, and not for speculation.

(3) Perfecting Reversionary Interest. City may perfect its revisionary interest by recording a Notice of Reversionary Interest in substantially the form set forth in **Attachment No. 5**.

F. Option to Purchase Property After Completion of Developer Improvements and Operation of Conforming Business Activities. If Developer ceases to operate conforming Business Activities in accordance with Section 2E(2), City shall have the “Option” to purchase the Property, and all improvements thereon.

(1) Exercise of Option. City may exercise this Option by delivering written notice of the exercise (“Exercise Notice”) to Developer before the expiration of the ten (10) year Conforming Business Activity provision (“Option Term”). Upon exercise of the Option, the

price to acquire the Property shall be the “Fair Market Value” of the Property (“Acquisition Cost”).

(a) “Fair Market Value” of the Property shall be established by an MAI appraiser. City and Developer shall each select an MAI appraiser to prepare an appraisal at their own cost. The Fair Market Value for purposes of this section shall be the average of the two appraisals. Developer may forego obtaining an appraisal, in which case the Fair Market Value shall be established by City’s appraisal.

(b) Developer’s costs to construct the Developer Improvements shall be established by written receipts, and Developer shall be solely responsible for furnishing appropriate documentation to the satisfaction of the City.

(c) The principal balance of any mortgage, deed of trust, security instrument, or similar lien remaining on the Property at the close of escrow shall be deducted from the Acquisition Cost.

(d) City and Developer may agree to an alternative method of determining the Acquisition Cost, or any portion thereof.

(2) Execution of Purchase Agreement. After receipt of the Exercise Notice for purchase of the Property, Developer and City shall promptly prepare and execute a purchase and sale agreement (“Purchase Agreement”). The Purchase Agreement shall be on a customary commercial form used where public agencies acquire property, or otherwise in a form acceptable to Developer and City. City and Developer shall open escrow for the Property acquisition within thirty (30) days of the Exercise Notice.

G. Right of First Refusal. For a period of Fifty (50) years from the Effective Date of this Agreement, City shall have a “Right of First Refusal” to acquire the Property, including any improvements located thereon, at a Fair Market Value as described in Section 3F(1)(a). This Right of First Refusal shall apply to a proposed purchase only.

(1) Notification to City. Upon Developer’s receipt of a bona fide offer to purchase (“Offer”) from a party who is not affiliated with Developer (“Third Party”), which Offer Developer is willing to accept, Developer shall give notice to City (“Notice”) that Developer intends to accept the Offer, and concurrently therewith provide City with a copy of the Offer.

(2) Election of Right of First Refusal. If City elects to exercise its Right of First Refusal, it shall do so by delivering to Developer written notice of its election (“Election”) to purchase or lease the Property on terms and conditions substantially the same (identical as to purchase price or lease price) set forth in the Offer, within one hundred twenty (120) days after the receipt of the Notice.

If City does not so notify Developer within said 120 days, City shall be deemed to have rejected the Offer and Developer may proceed to sell or lease the Property (free and clear of this

Right of First Refusal) to the Third Party on the terms and conditions set forth in the Offer, or on terms which are better for Developer, but not worse for Developer.

(3) Execution of Purchase Agreement. If City elects to exercise its Right of First Refusal, Developer and City shall promptly prepare and execute a purchase and sale or lease agreement ("Purchase Agreement"). The Purchase Agreement shall be on a customary commercial form used where public agencies acquire property, or otherwise in a form acceptable to Developer and City. City and Developer shall open escrow for the Property acquisition within Thirty (30) days of the Election.

(4) Continuation of Right of First Refusal. Upon the consummation of such purchase and sale or lease to the Third Party, this Right of First Refusal shall automatically and without further notice terminate. If, however, Developer does not consummate a sale or lease to the Third Party as aforesaid, this Right of First Refusal shall not terminate, but shall be revived and continue for the then remaining balance of term of this Right of First Refusal.

4. GENERAL PROVISIONS

A. Notices, Demands and Communications Between the Parties. Any approval, disapproval, demand, document or other notice ("Notice") which either party may desire to give to the other party under this Agreement must be in writing and may be given by any commercially acceptable means to the party to whom the Notice is directed at the address of the party as set forth below, or at any other address as that party may later designate by Notice.

To City: City Manager
City of Fowler
128 South 5th Street
Fowler, CA 93625
(559) 834-3113
wtucker@ci.fowler.ca.us

To Developer: Bobby Aulakh
1099 East Champlain Drive, Ste A 1028
Fresno, CA 93720
559-871-1612
baulakh83@gmail.com

Any written notice, demand or communication shall be deemed received: immediately if delivered by hand; 24 hours after delivery to a receipted, overnight delivery service such as Federal Express; 24 hours after delivery by e-mail with an acknowledgement of receipt by the intended recipient; and on the fourth (4th) day from the date it is postmarked if delivered by registered or certified mail.

B. Enforced Delay; Extension of Times of Performance. In addition to specific provisions of this Agreement, performance by either party hereunder shall not be deemed to be in default, and all performance and other dates specified in this Agreement shall be extended, where

delays or defaults are due to: war; insurrection; pandemic; riots; floods; earthquakes; fires; casualties; acts of God; acts of the public enemy; governmental restrictions or priority; litigation; acts or omissions of the other party; or acts or failures to act of City or any other public or governmental agency or entity (other than the acts or failures to act of City which shall not excuse performance by City, but where any unreasonable delay by City on an action required by this Agreement shall toll the timeframes for an amount of time equal to such unreasonable delays). Notwithstanding anything to the contrary in this Agreement, an extension of time for any such cause shall be for the period of the enforced delay and shall commence to run from the time of the commencement of the cause, if Notice by the party claiming such extension is sent to the other party within thirty (30) days of the commencement of the cause. Times of performance under this Agreement may also be extended in writing by the mutual agreement of City and Developer. Notwithstanding any provision of this Agreement to the contrary, the lack of funding to complete the Developer Improvements shall not constitute grounds of enforced delay pursuant to this Section 4B.

C. Transfers of Interest in Property or Agreement.

(1) Prohibition. The qualifications and identity of Developer, as well as Developer's proposal, are of particular concern to City. Therefore, for the period commencing upon the date of this Agreement and until furnishing of the Release of Construction Covenants: (a) no voluntary or involuntary successor in interest of Developer shall acquire any rights or powers under this Agreement; (b) nor shall Developer make any total or partial sale, transfer, conveyance, assignment, subdivision, refinancing or lease of the whole or any part of the Property or the Developer Improvements thereon; collectively referred to herein as a "Transfer," without the prior written approval of the City, except as expressly set forth herein.

(2) Permitted Transfers. Notwithstanding any other provision of this Agreement to the contrary, City approval of a Transfer shall not be required in connection with any of the following:

(a) Any Transfer to an entity or entities in which Developer retains a minimum of fifty-one percent (51%) of the ownership or beneficial interest and retains management and control of the transferee entity or entities.

(b) Any requested assignment for financing purposes (subject to such financing being considered and approved by City pursuant to Section 2N herein), including the grant of a deed of trust to secure the funds necessary for land acquisition, construction and permanent financing of the Developer Improvements.

In the event of a Transfer by Developer under subparagraph (a) above not requiring the City's prior approval, Developer nevertheless agrees that at least thirty (30) days prior to such Transfer it shall give written notice to City of such assignment and satisfactory evidence that the assignee has assumed in writing, through an assignment and assumption agreement in a form satisfactory to City's legal counsel, all of the obligations of this Agreement. Such assignment shall not, however, release the assigning Developer from any obligations to City hereunder.

(3) City Consideration of Requested Transfer. City agrees that it will not unreasonably withhold approval of a request for approval of a Transfer made pursuant to this Section 4C, provided Developer delivers written Notice to City requesting such approval. Such Notice shall be accompanied by evidence regarding the proposed transferee's development and/or operational qualifications and experience, and its financial commitments and resources, in sufficient detail to enable City to evaluate the proposed assignee or purchaser pursuant to the criteria set forth in this Section 4C and as reasonably determined by City. City may, in considering any such request, take into consideration such factors as: (a) the quality of any new and/or replacement operator; (b) the sales tax revenues projected to be received from the Property; (c) the transferee's past performance as developer and operator of commercial facilities; (d) the current financial condition of the transferee, and similar factors. City's approval shall be by the City Council. City agrees not to unreasonably withhold its approval of any such requested Transfer, taking into consideration the foregoing factors.

An assignment and assumption agreement in form satisfactory to City's legal counsel shall also be required for all proposed Transfers requiring City approval. Within thirty (30) days after the receipt of Developer's written Notice requesting City approval of a Transfer pursuant to this Section 4C, City shall either approve or disapprove such proposed assignment or shall respond in writing by stating what further information, if any, City reasonably requires in order to determine the request complete and determine whether or not to grant the requested approval. Upon receipt of such a response, Developer shall promptly furnish to City such further information as may be reasonably requested.

D. Successors and Assigns. All of the terms, covenants and conditions of this Agreement shall be binding upon Developer and its permitted successors and assigns. Whenever the term "Developer" is used in this Agreement, such term shall include any other permitted successors and assigns as herein provided.

E. Assignment by City. The City may assign or transfer any of its rights or obligations under this Agreement with the approval of Developer, which approval shall not be unreasonably withheld.

F. Relationship Between City and Developer. It is hereby acknowledged that the relationship between City and Developer is not that of a partnership or joint venture and that City and Developer shall not be deemed or construed for any purpose to be the agent of the other. Except as expressly provided herein or in the Attachments hereto, City shall not have any rights, powers, duties or obligations with respect to the development, operation, maintenance or management of the Developer Improvements.

G. No Third-Party Beneficiaries Excepting City. Excepting only City, which shall be deemed to be a third-party beneficiary of this Agreement, there shall be no third-party beneficiaries of this Agreement.

H. City Approvals and Actions. City shall maintain authority over this Agreement and the authority to implement this Agreement through the City Manager. The City Manager shall have the authority to make approvals, issue interpretations, waive provisions, and/or enter

into certain amendments of this Agreement on behalf of City so long as such actions do not materially or substantially change the uses or development permitted on the Property, and such approvals, interpretations, waivers and/or amendments may include extensions of time to perform as specified in the Schedule of Performance. All other material and/or substantive interpretations, waivers, or amendments shall require the consideration, action and written consent of the City Council.

I. Counterparts. This Agreement may be signed in multiple counterparts which, when signed by all parties, shall constitute a binding agreement. This Agreement shall be executed in three (3) originals, each of which is deemed to be an original.

J. Integration. This Agreement contains the entire understanding between the parties relating to the transaction contemplated by this Agreement, notwithstanding any previous negotiations or agreements between the parties or their predecessors in interest with respect to all or any part of the subject matter hereof. All prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged in this Agreement and shall be of no further force or effect. Each party is entering this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material. This Agreement includes Attachment Nos. 1 through 5, which are incorporated herein.

K. Real Estate Brokerage Commission. City and Developer each represent and warrant to the other that no broker or finder is entitled to any commission or finder's fee in connection with Developer's acquisition of the Property from the City. The parties agree to defend and hold harmless the other party from any claim to any such commission or fee from any other broker, agent or finder with respect to this Agreement which is payable by such party.

L. Interpretation. As used in this Agreement, the word "including" shall be construed as if followed by the words "without limitation." This Agreement has been prepared with input from both parties, and shall be interpreted as though prepared jointly by both parties.

M. No Waiver. Any failures or delays by either party in asserting any of its rights and remedies as to any Default shall not operate as a waiver of any Default or of any such rights or remedies, or deprive either such party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies. Nor shall a waiver by either party of a breach of any of the covenants, conditions or agreements under this Agreement to be performed by the other party shall not be construed as a waiver of any succeeding breach of the same or other covenants, agreements, restrictions or conditions of this Agreement.

N. Modifications. Any alteration, change or modification of or to this Agreement, in order to become effective, shall be made in writing and in each instance signed on behalf of each party.

O. Severability. If any term, provision, condition or covenant of this Agreement or its application to any party or circumstances shall be held, to any extent, invalid or

unenforceable, the remainder of this Agreement, or the application of the term, provision, condition or covenant to persons or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected, and shall be valid and enforceable to the fullest extent permitted by law.

P. Legal Advice. Each party represents and warrants to the other the following: they have carefully read this Agreement, and in signing this Agreement, they do so with full knowledge of any right which they may have; they have received independent legal advice from their respective legal counsel as to the matters set forth in this Agreement, or have knowingly chosen not to consult legal counsel as to the matters set forth in this Agreement; and, they have freely signed this Agreement without any reliance upon any agreement, promise, statement or representation by or on behalf of the other party, or their respective agents, employees, or attorneys, except as specifically set forth in this Agreement, and without duress or coercion, whether economic or otherwise.

Q. Cooperation. Each party agrees to cooperate with the other in this transaction and, in that regard, to sign any and all documents which may be reasonably necessary, helpful, or appropriate to carry out the purposes and intent of this Agreement including, but not limited to, releases or additional agreements.

R. Rights and Remedies Are Cumulative. Except as otherwise expressly stated in this Agreement, the rights and remedies of the parties are cumulative, and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

S. Applicable Law. The laws of the State of California shall govern the interpretation and enforcement of this Agreement.

T. Non-Liability of Officials and Employees of the City. No member, official or employee of the City shall be personally liable to the Developer, or any successor in interest, in the event of any Default or breach by the City or for any amount which may become due to the Developer or its successors, or on any obligations under the terms of this Agreement.

U. Attorneys' Fees. In any action between the parties to interpret, enforce, reform, modify, rescind, or otherwise in connection with any of the terms or provisions of this Agreement, the prevailing party in the action shall be entitled, in addition to damages, injunctive relief, or any other relief to which it might be entitled, reasonable costs and expenses including, without limitation, litigation costs and reasonable attorneys' fees.

V. Precedence of Documents. If there is any conflict between this Agreement and any supplemental escrow instructions, the order of precedence for resolving conflicts shall be as follows: first this Agreement, second the supplemental escrow instructions.

Signatures on Next Page

IN WITNESS WHEREOF, City and Developer have executed this Disposition and Development Agreement as of the date set forth above.

BOBBY AULAKH

Bobby Aulakh

Date: _____

CITY OF FOWLER

Wilma Tucker
City Manager

Date: _____

ATTEST:

Angela Vazquez
City Clerk

Date: _____

APPROVED AS TO FORM:

LOZANO SMITH

Scott G. Cross
City Attorney

Date: _____

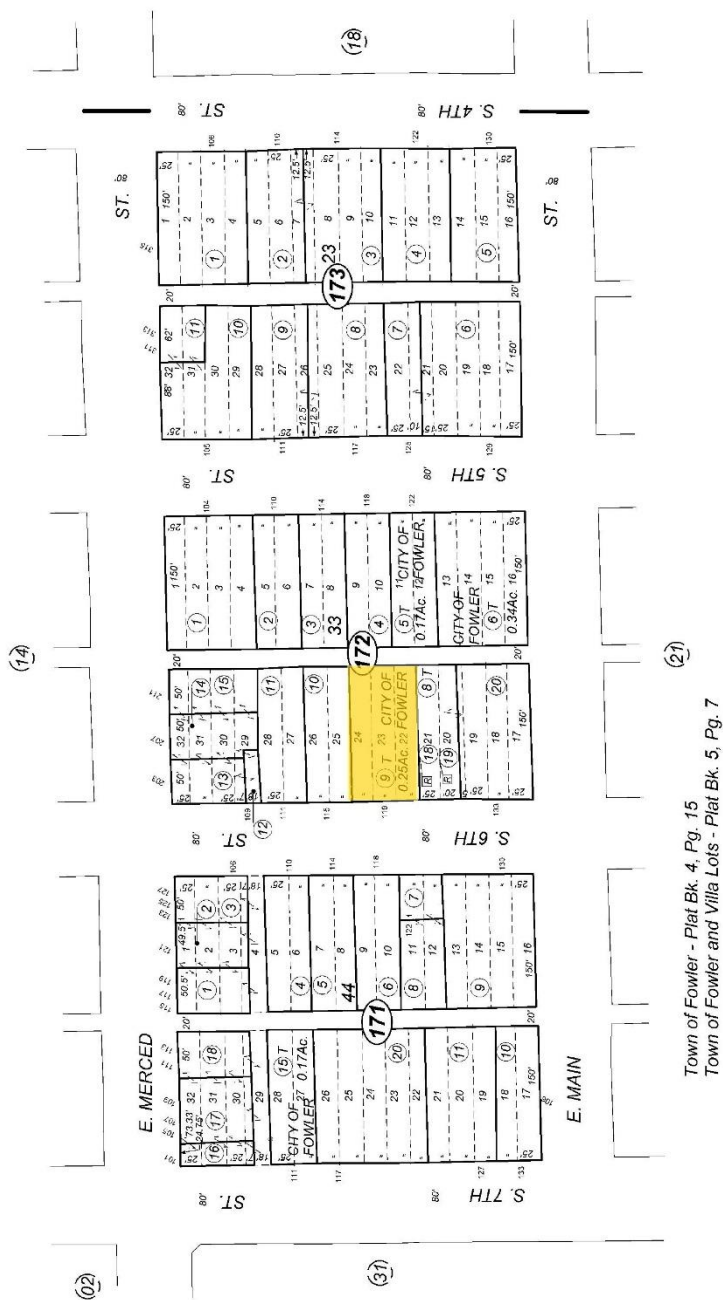
**ATTACHMENT NO. 1
LEGAL DESCRIPTION AND DEPICTION
OF ASSESSOR'S PARCEL NUMBERS 343-172-09T**

LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF FOWLER,
COUNTY OF FRESNO, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

LOT 22, 23, AND 24 OF BLOCK 172 IN BOOK 4, PAGE 15 OF THE TOWN OF FOWLER,
FRESNO COUNTY RECORDS.

-NOTE-
This map is for Assessment purposes only.
It is not to be construed as portraying legal
ownership or divisions of land for purposes
of zoning or subdivision law.



Assessor's Map Bk. 343 - Pg. 17
County of Fresno, Calif.

**Note - Assessor's Block Numbers Shown in Ellipses
Assessor's Parcel Numbers Shown in Circles**

1/25/2021

ATTACHMENT NO. 2 FORM OF GRANT DEED

*Recorded By and For the Benefit of,
And When Recorded Return to:*

Bobby Aulakh
1099 E Champlain Dr, Ste A 1028
Fresno, CA 93720

GRANT DEED

For valuable consideration, receipt of which is hereby acknowledged,

The City of Fowler, a California municipal corporation (“City”), hereby grants to Bobby Aulakh (“Developer”), the real property hereinafter referred to as the “Property,” described in **Exhibit A** attached hereto and incorporated herein, subject to the existing easements, restrictions and covenants of record described therein.

1. Conveyance in Accordance Disposition and Development Agreement. The Property is conveyed in accordance with and subject to a Disposition and Development Agreement entered into between City and Developer dated September 5, 2023 (“DDA”), a copy of which is on file with City at its offices as a public record and which is incorporated herein by reference. The DDA generally requires the Developer to construct certain improvements (“Developer Improvements”) and other requirements as set forth therein. All terms used herein shall have the same meaning as those used in the DDA.

2. Permitted Uses. Developer covenants and agrees for itself, its successors, its assigns, and every successor in interest to the Property or any part thereof, that upon the date of this Grant Deed and during construction through completion of development and thereafter, Developer shall devote the Property to the uses specified in this Grant Deed for the periods of time specified therein. All uses conducted on the Property, including, without limitation, all activities undertaken by Developer pursuant to the DDA, shall conform to the DDA and all applicable provisions of the City of Fowler Municipal Code. The foregoing covenants shall run with the land.

3. Restrictions on Transfer and Encumbrances. Developer further agrees as follows:

A. For the period commencing upon the date of this Grant Deed and until the furnishing of the Release of Construction Covenants for the Developer Improvements, no voluntary or involuntary successor in interest of Developer shall acquire any rights or powers under the DDA or this Grant Deed, nor shall Developer make any total or partial sale, transfer, conveyance, assignment, subdivision, refinancing or lease of the whole or any part of the

Property or the Developer Improvements thereon, nor shall Developer make any total or partial sale, transfer, conveyance, assignment, subdivision, refinancing or lease of the facilities being operated upon the Property, without the prior written approval of the City pursuant to Section 4C of the DDA.

B. Except as approved in writing by City, Developer shall not place or suffer to be placed on the Property any lien or encumbrance, including but not limited to, mortgages, deeds of trust, or any other form of conveyance required for financing of the construction of the Developer Improvements on the Property and any other expenditures necessary and appropriate to develop the Property pursuant to the DDA, except as provided in Section 2N of the DDA.

C. All of the terms, covenants and conditions of this Grant Deed shall be binding upon Developer and the permitted successors and assigns of the Developer. Whenever the term “Developer” is used in this Grant Deed, such term shall include any other successors and assigns as herein provided.

4. Nondiscrimination. Developer herein covenants by and for itself, its heirs, executors, administrators and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of any protected class under California State or federal law in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the land herein conveyed, nor shall Developer itself or any person claiming under or through Developer, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees in the land herein conveyed. The foregoing covenants shall run with the land.

5. City Right of Reentry. City has the right, at its election, to reenter and take possession of the Property, with all improvements thereon, and terminate and revest in City the estate conveyed to Developer if after the Closing Developer (or its successors in interest) shall:

A. Fail to start the construction of the Developer Improvements as required by the DDA for a period of thirty (30) days after written notice thereof from City; or

B. Abandon or substantially suspend construction of the Developer Improvements required by the DDA for a period of thirty (30) days after written notice thereof from the City, unless such abandonment or suspension is not caused by Developer’s acts or omissions or as provided for in Section 4B of the DDA; or

C. Fail to complete the Developer Improvements within the time limits set forth in the DDA; or

D. Fail to open Conforming Business Activities within the time limits set forth in the DDA; or

E. Contrary to the provisions of Section 4C of the DDA, Transfer or suffer any involuntary Transfer in violation of the DDA.

The City's right to reenter, terminate and revest shall be subject to and be limited by and shall not defeat, render invalid or limit:

- (1) Any mortgage or deed of trust permitted by the DDA; or
- (2) Any rights or interests provided in the DDA for the protection of the holders of such mortgages or deeds of trust.

City shall not unreasonably refuse any request to subordinate its right of reentry to a City-approved construction lender's mortgage or deed of trust securing a loan of funds for financing construction of the Developer Improvements in accordance with Section 2M of the DDA.

Upon the revesting in City of title to the Property as provided in this Section, City shall use its reasonable efforts to resell the Property as soon and in such manner as City shall find feasible to a qualified and responsible party or parties (as determined by City) who will assume the obligation of making or completing the Developer Improvements, or such improvements in their stead as shall be satisfactory to City and in accordance with the uses specified for the Property. Upon such resale of the Property, the net proceeds thereof after repayment of any mortgage or deed of trust encumbering the Property, which is permitted by this Agreement, shall be applied:

- (1) First, to reimburse City, on its own behalf or on behalf of City, all costs and expenses incurred by City, excluding City staff costs, but specifically, including, but not limited to, any expenditures by the City in connection with the recapture, management and resale of the Property or part thereof (but less any income derived by City from the Property or part thereof in connection with such management); all taxes, assessments and water or sewer charges with respect to the Property or part thereof which Developer has not paid (or, in the event that the Property is exempt from taxation or assessment of such charges during the period of ownership thereof by City, an amount, if paid, equal to such taxes, assessments, or charges as would have been payable if the Property were not so exempt); any payments made or necessary to be made to discharge any encumbrances or liens existing on the Property or part thereof at the time or revesting of title thereto in City, or to discharge or prevent from attaching or being made any subsequent encumbrances or liens due to obligations, defaults or acts of Developer, its successors or transferees; any expenditures made or obligations incurred with respect to the making or completion of the Improvements or any part thereof on the Property; and any amounts otherwise owing City; and in the event additional proceeds are thereafter available, then

- (2) Second, to reimburse Developer, its successor or transferee, up to the amount equal to the sum of the costs incurred for the acquisition and development of the Property and for the Developer Improvements existing on the Property at the time of the reentry and possession, less any gains or income withdrawn or made by Developer from the Property or the Developer Improvements thereon.

Any balance remaining after such reimbursements shall be retained by City as its property. The rights established in this Section are not intended to be exclusive of any other

right, power or remedy, but each and every such right, power, and remedy shall be cumulative and concurrent and shall be in addition to any other right, power and remedy authorized herein or now or hereafter existing at law or in equity. These rights are to be interpreted in light of the fact that City will have conveyed the Property to Developer for redevelopment purposes, particularly for development and operation of commercial uses, and not for speculation.

6. Violations Do Not Impair Liens. No violation or breach of the covenants, conditions, restrictions, provisions or limitations contained in this Grant Deed shall defeat or render invalid or in any way impair the lien or charge of any mortgage or deed of trust or security interest permitted by Section 3 of this Grant Deed; provided, however, that any subsequent owner of the Property shall be bound by such remaining covenants, conditions, restrictions, limitations and provisions, whether such owner's title was acquired by foreclosure, deed in lieu of foreclosure, trustee's sale or otherwise.

7. Covenants Run With Land. All covenants contained in this Grant Deed shall be covenants running with the land. All of Developer's obligations hereunder except as provided hereunder shall terminate and shall become null and void upon completion of the Developer Improvements and the opening of Conforming Business Activities. Every covenant contained in this Grant Deed against discrimination contained in Section 4 of this Grant Deed shall remain in effect in perpetuity.

8. Covenants For Benefit of City. All covenants without regard to technical classification or designation shall be binding for the benefit of City, and such covenants shall run in favor of City for the entire period during which such covenants shall be in force and effect, without regard to whether City is or remains an owner of any land or interest therein to which such covenants relate. City, in the event of any breach of any such covenants, shall have the right to exercise all the rights and remedies and to maintain any actions at law or suits in equity or other proper proceedings to enforce the curing of such breach.

9. Revisions to Grant Deed. Both City, its successors and assigns, and Developer and the successors and assigns of Developer in and to all or any part of the fee title to the Property, shall have the right with the mutual consent of City and Developer to consent and agree to changes in, or to eliminate in whole or in part, any of the covenants, easements or restrictions contained in this Grant Deed without the consent of any tenant, lessee, easement holder, licensee, mortgagee, trustee, beneficiary under a deed of trust or any other person or entity having any interest less than a fee in the Property. However, Developer and City are obligated to give written notice to and obtain the consent of any first mortgagee prior to consent or agreement between the parties concerning such changes to this Grant Deed. The covenants contained in this Grant Deed, without regard to technical classification, shall not benefit or be enforceable by any third party not a party to the DDA.

~ Signatures on Next Page ~

BOBBY AULAKH

Bobby Aulakh

Date: _____

CITY OF FOWLER

Wilma Tucker
City Manager

Date: _____

ATTEST:

Angela Vazquez
City Clerk

Date: _____

APPROVED AS TO FORM:

LOZANO SMITH

Scott G. Cross
City Attorney

Date: _____

Exhibit A

LEGAL DESCRIPTION AND DEPICTION OF ASSESSOR'S PARCEL NUMBERS 343-172-09T

LEGAL DESCRIPTION

THE LAND REFERRED TO HERIN BELOW IS SITUATED IN THE CITY OF FOWLER,
COUNTY OF FRESNO, STATE OF CALIFORINIA AND IS DESCRIBED AS FOLLOWS:

LOT 22, 23, AND 24 OF BLOCK 172 IN BOOK 4, PAGE 15 OF THE TOWN OF FOWLER,
FRESNO COUNTY RECORDS.

ATTACHMENT NO. 3

SCHEDULE OF PERFORMANCE

1. Execution of Agreement by City. The City shall execute this Agreement if approved by City Council.	Within five (5) days after City Council approval, the City shall deliver two (2) executed copies of this Agreement to the Developer who shall execute and return to the City within five (5) days.
2. Opening of Escrow. City shall open Escrow with Escrow Agent.	Within ten (10) days after City's receipt of fully executed Agreement.
3. Evidence of the Obtainment of Construction Financing. Developer submits evidence of Construction Financing as required by Section 2N.	Prior to Closing.
4. Submission of Development Plans. Developer submits Design Drawings, Site Plan, and Construction Plans to City's Community Development Director.	For Bank Branch, within ninety (90) days of Land Use Approvals. For Medical Office, within ninety (90) days of Land Use Approvals.
5. City Approval or Disapproval of Development Plans. City's Community Development Director shall review the Design Drawings, Site Plan, and Construction Plans, and approve or disapprove same.	Within sixty (60) days after submittal.
6. Revisions to Development Plans. Developer shall prepare revised Development Plans and resubmit them to the Community Development Director for review.	Within thirty (30) days after receipt of City comments.

<p>7. Final Review of Development Plans. The Community Development Director shall approve or disapprove the revisions submitted by Developer provided that the revisions necessary to accommodate the Director's comments have been made.</p>	<p>Within thirty (30) days after submittal by the Developer.</p>
<p>8. Land Use Approvals. Developer shall obtain any required discretionary land use entitlements for the Developer Improvements as required by Section 2D.</p>	<p>Land use entitlement submittal shall occur not later than thirty days (30) from the effective date of this Agreement and must be fully approved by the City prior to close of escrow.</p>
<p>9. Conditions of Closing. Developer and City shall satisfy all their respective Conditions of Closing.</p>	<p>Not later than nine months from the date of this agreement.</p>
<p>10. Close of Escrow for Conveyance of the Property. City shall convey the Property to Developer.</p>	<p>Not later than one year from the date of this agreement.</p>
<p>11. Construction Permits. Developer shall obtain all construction and any other permits ("Building Permits") necessary to commence construction of the Developer Improvements as set forth in Section 2D.</p>	<p>Bank Branch: Not later than thirty (30) days after Closing.</p> <p>Medical Office: Not later than one hundred eighty (180) days after Closing.</p>
<p>12. Insurance Certificate. Developer shall provide proof of insurance as required by Section 2G.</p>	<p>Prior to the commencement of construction.</p>

<p>13. Commencement of Construction. Developer shall commence construction of the Developer Improvements.</p>	<p>Within thirty (30) days after issuance of the first building permit.</p>
<p>14. Completion of Construction. Developer shall complete construction of the Developer Improvements.</p>	<p>Within twelve (12) months after issuance of the building permit.</p>
<p>15. Opening of Developer Improvements for Business. “Conforming Business Activities” shall commence.</p>	<p>Within thirty (30) days after issuance of a certificate of occupancy.</p>
<p>17. Right of First Refusal. City shall have a Right of First Refusal to acquire the Property as set forth in Section 3G.</p>	<p>For a period of fifty (50) years from Effective Date of Agreement.</p>
<p>18. Release of Construction Covenants. City shall record the Release of Construction Covenants as set forth in Section 2M and Attachment No. 4.</p>	<p>In accordance with the DDA.</p>

ATTACHMENT NO. 4

RELEASE OF CONSTRUCTION COVENANTS

*Recorded By and For the Benefit of,
And When Recorded Return to:*

Bobby Aulakh
1099 E Champlain Dr, Ste A 1028
Fresno, CA 93720

RELEASE OF CONSTRUCTION COVENANTS

THIS RELEASE OF CONSTRUCTION COVENANTS (“Release”) is made by the City of Fowler, a California municipal corporation (“City”), in favor of Bobby Aulakh (“Developer”), as of the date set forth below.

RECITALS

A. City and Developer have entered into that certain Disposition and Development Agreement dated September 5, 2023 (“DDA”) concerning the development of certain real property situated in the City of Fowler, California as more fully described in **Exhibit A** attached hereto and made a part hereof.

B. As referenced in Section 2M of the DDA, City is required to furnish Developer or its successors with a Release of Construction Covenants upon completion of construction of the Developer Improvements, which Release is required to be in such form as to permit it to be recorded in the Recorder’s office of Fresno County. This Release is conclusive determination of satisfactory completion of the construction and development required by the DDA for the Developer Improvements.

C. City has conclusively determined that such construction and development of the Developer Improvements has been satisfactorily completed.

NOW, THEREFORE, the City hereby certifies as follows:

1. The Developer Improvements to be constructed by Developer have been fully and satisfactorily completed in conformance with the DDA. Any operating requirements and all use, maintenance or nondiscrimination covenants contained in the DDA and other documents executed and recorded pursuant to the DDA shall remain in effect and enforceable according to their terms.

2. Nothing contained in this Release shall modify in any other way any other provisions of the DDA.

IN WITNESS WHEREOF, the City has executed this Release this __ day of _____ 202_.

CITY OF FOWLER, a California municipal corporation

By: _____
Wilma Tucker
City Manager

ATTEST:

Angela Vasquez
City Clerk

APPROVED BY DEVELOPER:

BOBBY AULAKH

By: _____
Bobby Aulakh

Exhibit A

LEGAL DESCRIPTION AND DEPICTION OF ASSESSOR'S PARCEL NUMBERS 343-172-09T

LEGAL DESCRIPTION

THE LAND REFERRED TO HERIN BELOW IS SITUATED IN THE CITY OF FOWLER,
COUNTY OF FRESNO, STATE OF CALIFORINIA AND IS DESCRIBED AS FOLLOWS:

LOT 22, 23, AND 24 OF BLOCK 172 IN BOOK 4, PAGE 15 OF THE TOWN OF FOWLER,
FRESNO COUNTY RECORDS.

ATTACHMENT NO. 5 NOTICE OF REVERSIONARY INTEREST

*Recorded By and For the Benefit of,
And When Recorded Return to:*

CITY OF FOWLER
128 South 5th Street
Fowler, CA 93625
ATTN: City Clerk

NOTICE OF REVERSIONARY INTEREST

APN 343-172-09T

RECITALS

WHEREAS, the City of Fowler, a California municipal corporation (“City”), and Bobby Aulakh (“Developer”), (“Developer”), entered into that certain Disposition and Development Agreement dated September 5, 2023 (“DDA”) concerning the development of certain real property situated in the City of Fowler, County of Fresno, State of California (“Property”) as more fully described in **Exhibit A** attached hereto and made a part hereof; and

WHEREAS, pursuant to Section 2 of the DDA, Developer failed to complete certain Improvements by specified dates or otherwise failed to timely cure a breach of the DDA, and therefore Title to the Property has reverted back to City.

NOW, THEREFORE, City does hereby give notice that Title has reverted to City for the Property and City intends to exercise all rights to the Property.

IN WITNESS WHEREOF, City has duly executed this instrument this ____ day of _____, 202__.

CITY OF FOWLER

By: _____
Wilma Tucker
City Manager

Exhibit A

LEGAL DESCRIPTION AND DEPICTION OF ASSESSOR'S PARCEL NUMBERS 343-172-09T

LEGAL DESCRIPTION

THE LAND REFERRED TO HERIN BELOW IS SITUATED IN THE CITY OF FOWLER,
COUNTY OF FRESNO, STATE OF CALIFORINIA AND IS DESCRIBED AS FOLLOWS:

LOT 22, 23, AND 24 OF BLOCK 172 IN BOOK 4, PAGE 15 OF THE TOWN OF FOWLER,
FRESNO COUNTY RECORDS.



CITY COUNCIL OF THE CITY OF FOWLER

REPORT TO THE CITY COUNCIL

DATE: September 5, 2023

FROM: DAWN E. MARPLE, City Planner

SUBJECT: Actions pertaining to Planning Project 23-13:

- i) INTRODUCE ORDINANCE No. 2023-08, regarding Planning Project 23-13, proposing to Rezone the property located at the northwest corner of the intersection of North 4th Street and East Merced Street (Assessor's Parcel Numbers [APNs] 343-143-10 & 11) from R-1-7 (One Family Residential, 7,000 square foot lot minimum) to FBC (Form Based Code).
- ii) FIND that the project qualifies as an infill project and is therefore exempt from further environmental review pursuant to Public Resources Code Section 21094.5 and California Environmental Quality Act (CEQA) Guidelines Section 15183.3.

EXECUTIVE SUMMARY

This action will allow for the construction of a high-quality infill multi-family housing development on a currently vacant parcel. The project is consistent with General Plan goals and policies.

BACKGROUND

On August 3, 2023, the City of Fowler Planning Commission approved a Conditional Use Permit (CUP) and Lot Line Adjustment (LLA) and recommended that the City Council approve a Rezone in association with Planning Project 23-13. Planning Commission's approval of the CUP and LLA is contingent upon the City Council's approval of the Rezone. The CUP would allow for the construction and operation of a 10-unit multi-family housing development on an infill site within the City, located at the northwest corner of North 4th Street and East Merced Street. The site, which is 0.52 acres in total size, is comprised of two underlying parcels (APNs 343-143-10 and 11) that would become merged through the LLA. In order to develop multi-family housing on the site, the project proponent requested a Rezone of the site from R-1-7 (One -family Residential, 7,000 square foot lot minimum) to FBC (Form Based Code). With the approval of a Rezone, the site would be developed in accordance with the development standards prescribed within the FBC zone district. The Rezone of the site to FBC would bring it into consistency with its General Plan land use designation of High Density Residential.

PUBLIC NOTICE

A Notice of Public Hearing was published in *The Business Journal* on August 25, 2023, which is at least 10 days prior to the public hearing. It was also sent via US Mail to property owners within 300 feet of the proposed project and residents occupying property within 100 feet of the proposed project.

ENVIRONMENTAL REVIEW

A Notice of Determination for the project will be filed pursuant to Public Resources Code Section 21094.5 and California Environmental Quality Act (CEQA) Guidelines Section 15183.3. The project qualifies as an infill project that is consistent with both the General Plan and the General Plan Environmental Impact Report. An Infill Checklist is attached hereto as Attachment 10, in accordance with CEQA Guidelines Section 15183.3, subdivision (d)(1).

GENERAL PLAN CONSISTENCY

The proposed project is consistent with the following General Plan goals and policies:

General Plan Goal LU-1

Growth occurs logically and efficiently.

General Plan Goal LU-2

A wide range of housing types are available to accommodate all housing needs in the community.

General Plan Policy LU-1

Development shall occur in accordance with the planned land uses as shown on *Figure 4-1: Land Use Diagram*.

General Plan Goal CDES-1

Through community design, Fowler fosters and reinforces the City's unique sense of place.

General Plan Goal CDES-1

Downtown Fowler is preserved and enhanced as the primary cultural and civic core of the community.

General Plan Policy CDES-6

Require site plan review for all multifamily, commercial, and industrial development, to ensure consistency with all applicable development standards. Require project design to respond to site features.

General Plan Policy CDES-24

New multifamily residential projects are designed in a way such they enhance Fowler's character.

General Plan Policy CH-4

Require street trees or other shade coverage along key pedestrian and bicycle routes and near transit stops.

General Plan Policy MOB-29

Use appropriate entitlement processes and financial tools to ensure new development contributes a fair share of the transportation improvements and/or costs to provide necessary improvements.

General Plan Policy ED-5

Discourage passive land uses, underutilization of land, and vacant structures on available commercial sites.

FISCAL IMPACT

The project would result in the collection of development impact fees for multi-family residential projects in accordance with the most current development impact fee schedule at the time that the project application was received by the City. Development of the site would also increase the assessed value of the property and therefore generate additional ongoing property tax revenue to the City.

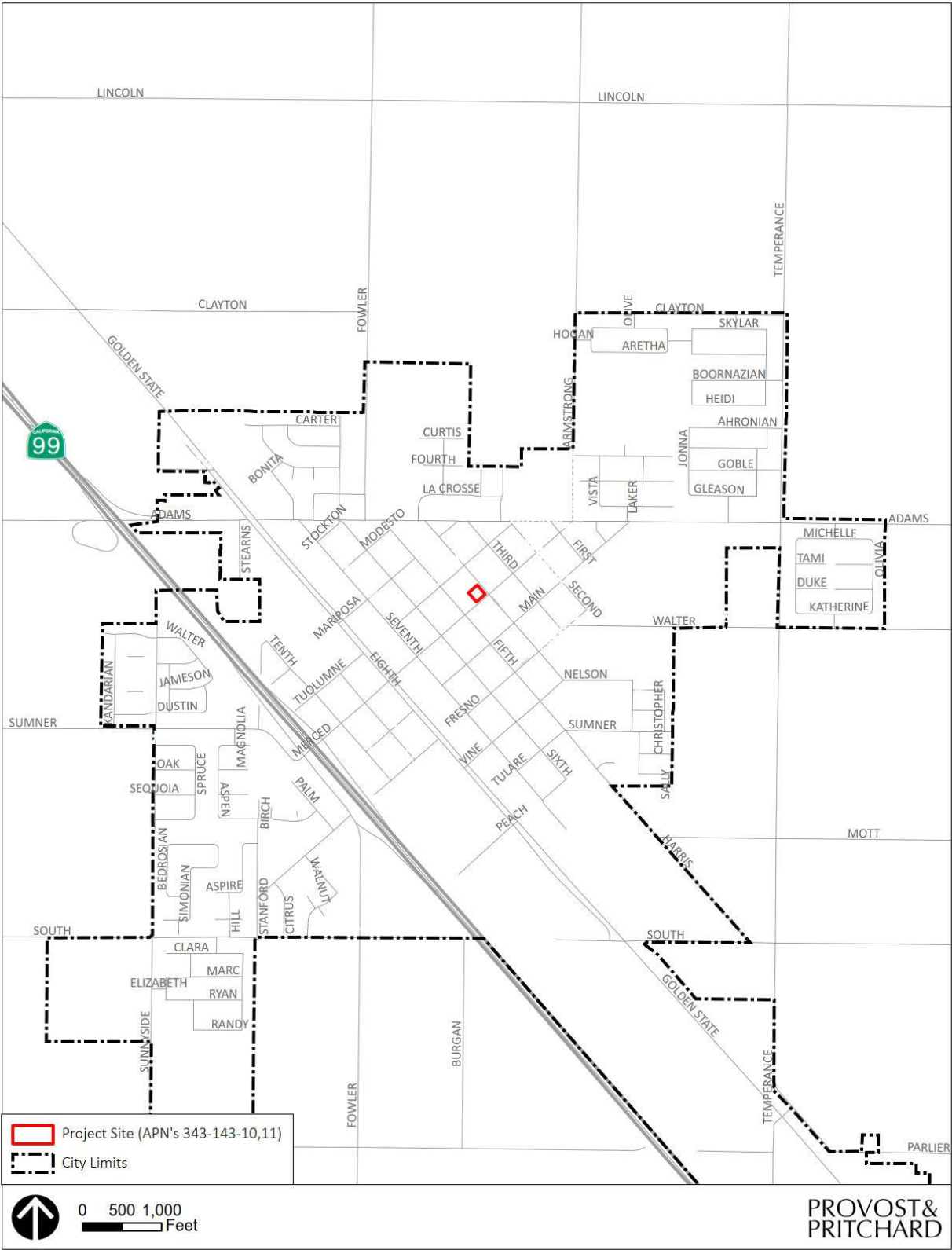
CONFLICT OF INTEREST

Mayor Pro Tem Mejia owns real property within 1000' of the subject property.

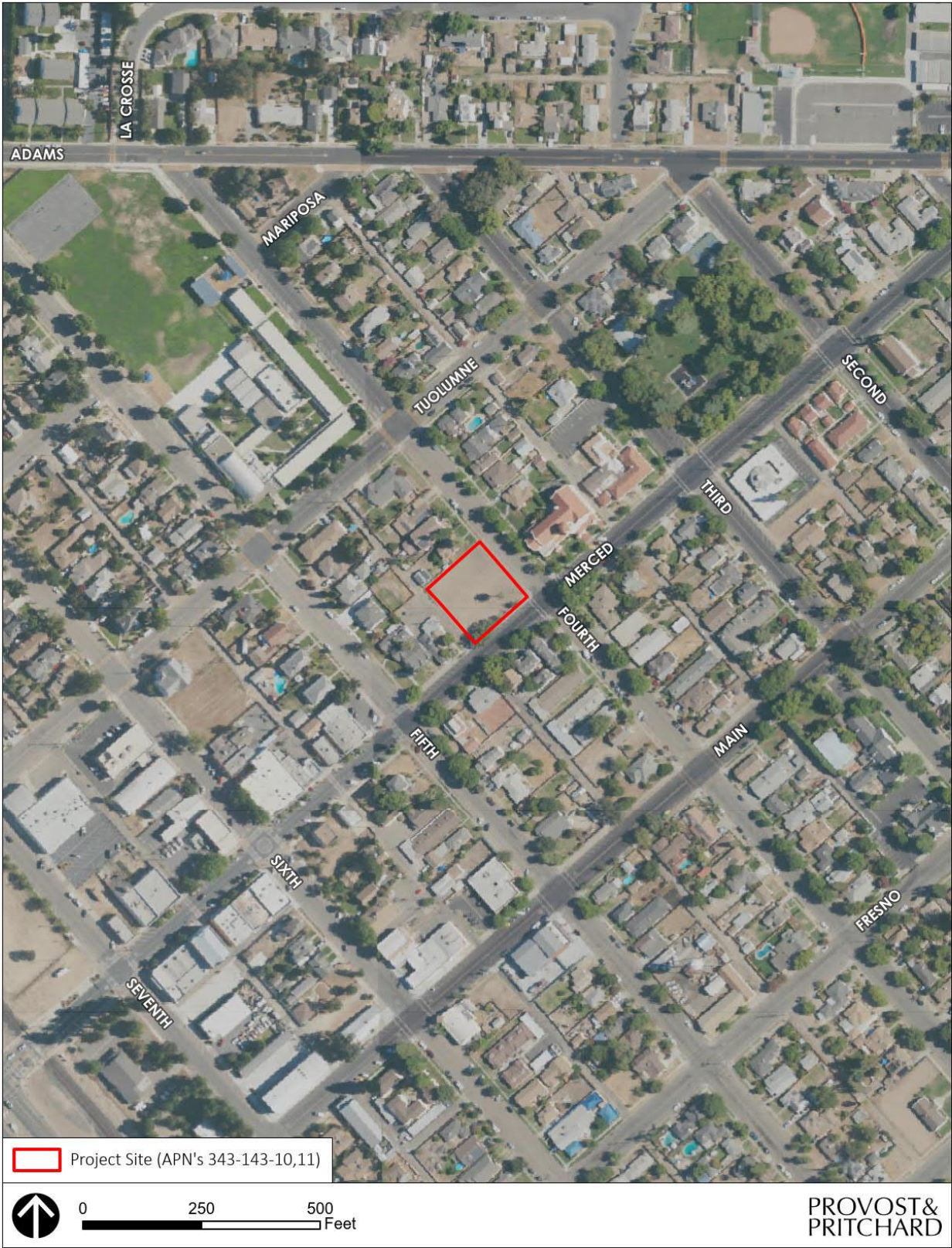
Attachments

- Attachment 1: Regional Vicinity Map
- Attachment 2: Aerial Map
- Attachment 3: Zoning Map (Current)
- Attachment 4: Zoning Map (Proposed)
- Attachment 5: General Plan Land Use Map
- Attachment 6: CEQA Guidelines Infill Checklist
- Ordinance No. 2023-08 & Exhibit A

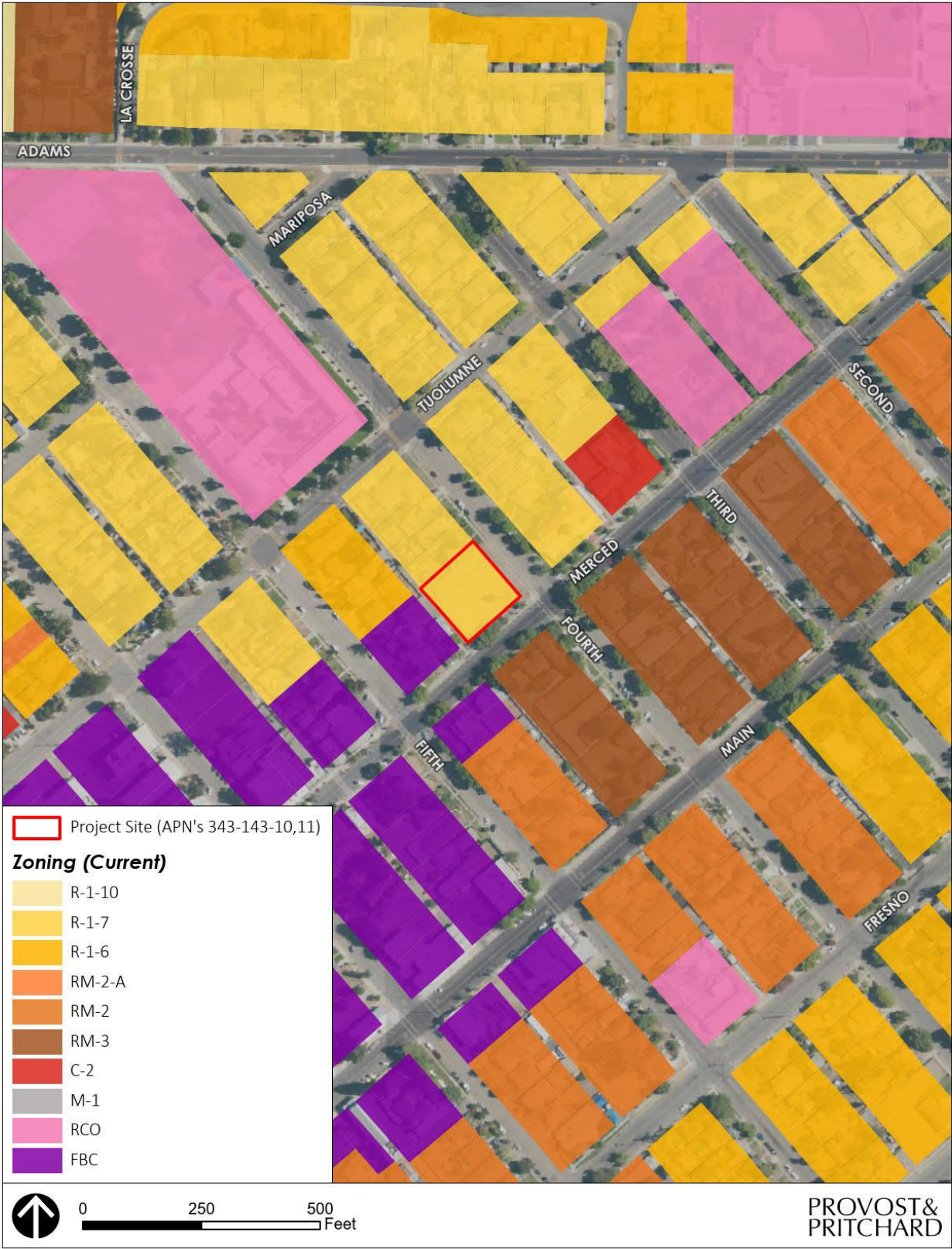
Attachment 1: Regional Vicinity Map



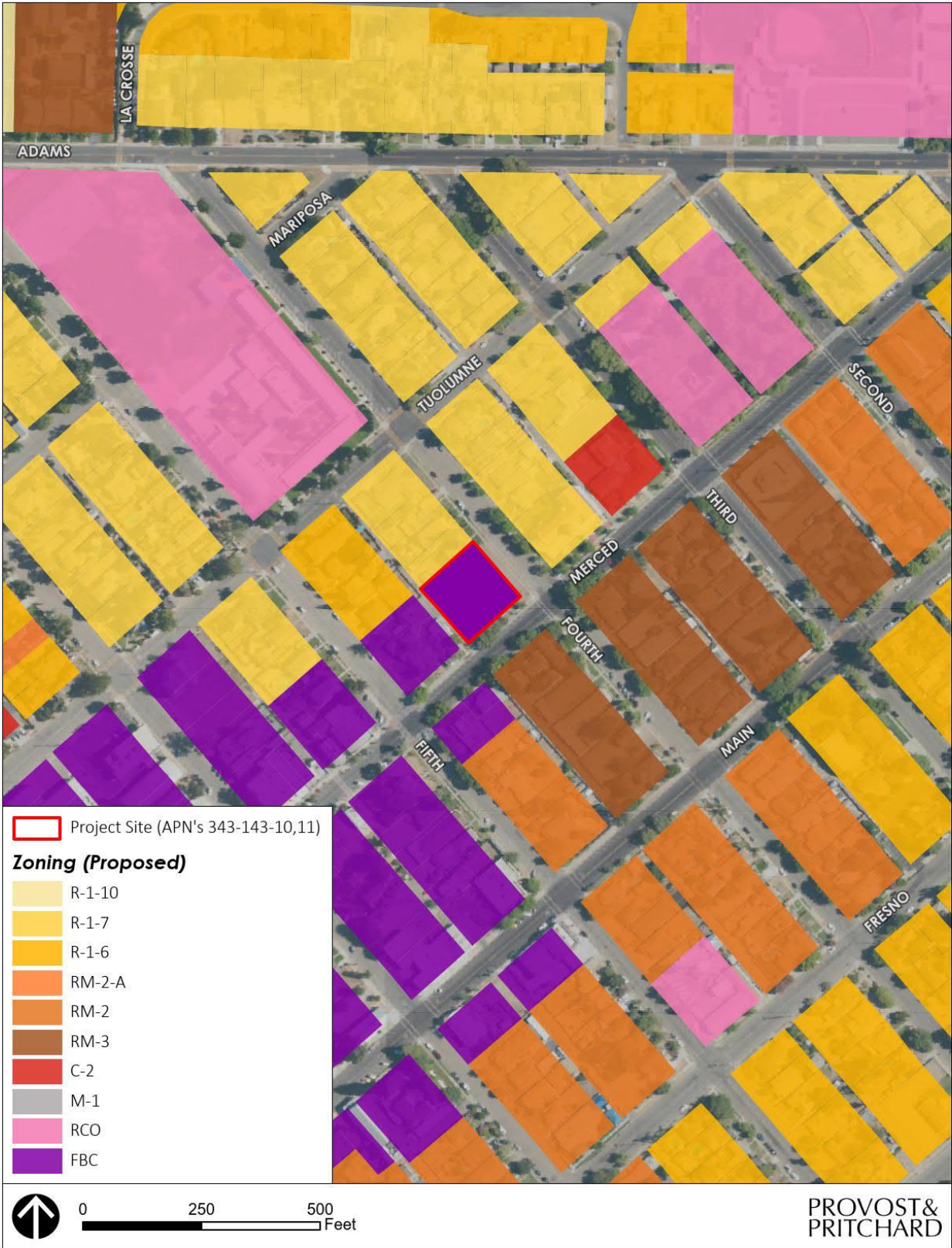
Attachment 2: Aerial Map



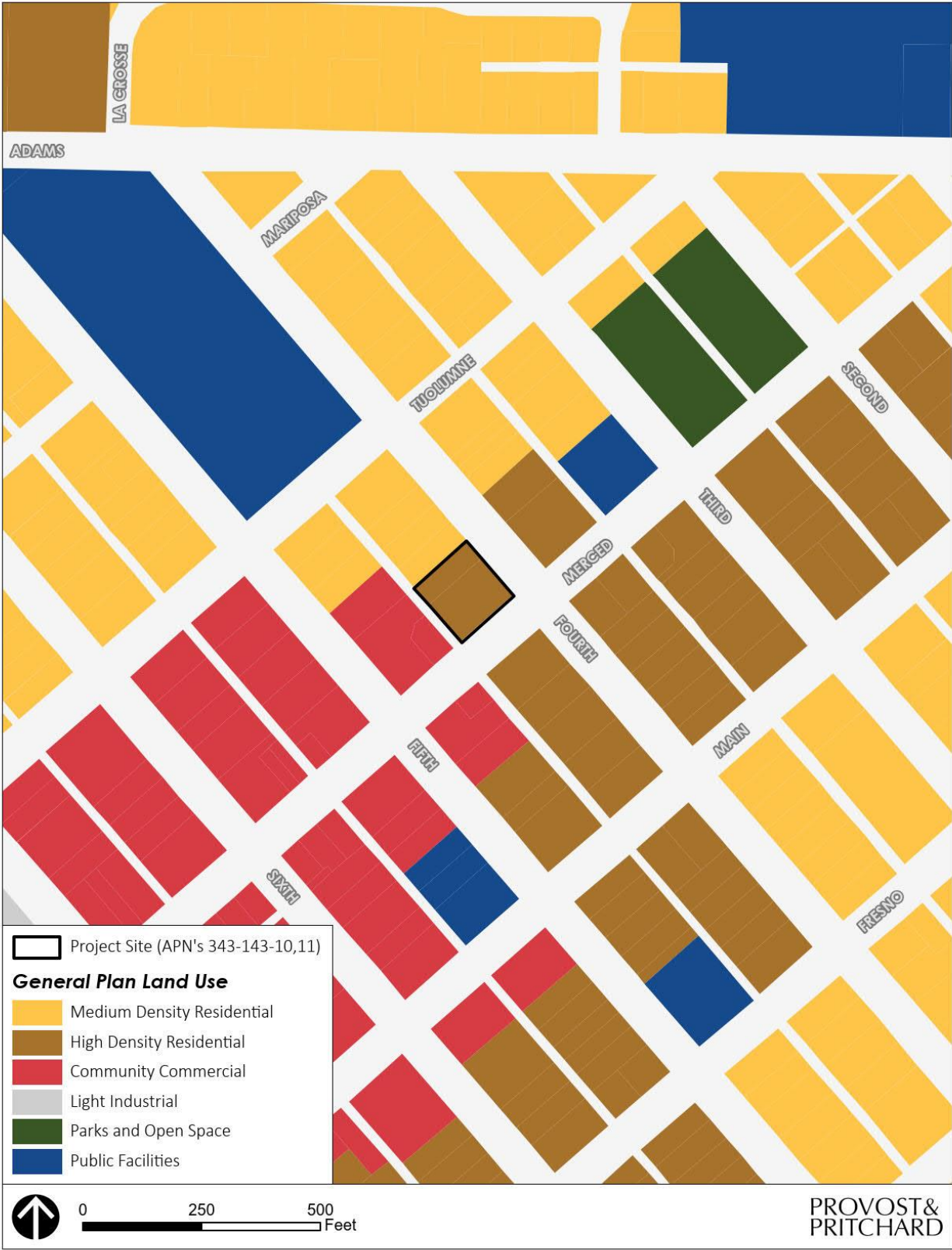
Attachment 3: Zoning Map (Current)



Attachment 4: Zoning Map (Proposed)



Attachment 5: General Plan Land Use Map





CEQA Guidelines Appendix N Infill Streamlining Checklist

Pursuant to Public Resources Code Section 21094.5 and CEQA Guidelines Section 15183.3, project which meet the qualifications to be considered an infill project and which are consistent with a previously certified EIR may be streamlined during the environmental analysis portion of the project. Projects under the Infill Streamlining provisions of the Public Resources Code and CEQA Guidelines may be determined to fall within three categories, described below.

No Further Review

No additional environmental review is required if the infill project would not cause any new specific effects or more significant effects, or if uniformly applicable development policies or standards would substantially mitigate such effects. Where the lead agency determines that no additional environmental review of the effects of the infill project is required, the lead agency shall file a Notice of Determination as provided in Section 15094. Where the lead agency finds that uniformly applicable development policies substantially mitigate a significant effect of an infill project, the lead agency shall make the finding described in subdivision (d)(2)(D).

Negative Declaration, Mitigated Negative Declaration or Sustainable Communities Environmental Assessment

If the infill project would result in new specific effects or more significant effects, and uniformly applicable development policies or standards would not substantially mitigate such effects, those effects shall be subject to CEQA. If a new specific effect is less than significant, the lead agency may prepare a negative declaration. If new specific effects or more significant effects can be mitigated to a less than significant level through project changes agreed to prior to circulation of the written checklist, the lead agency may prepare a mitigated negative declaration. In these circumstances, the lead agency shall follow the procedure set forth in Sections 15072 to 15075. Alternatively, if the infill project is a transit priority project, the lead agency may follow the procedures in Section 21155.2 of the Public Resources Code. In either instance, the written checklist should clearly state which effects are new or more significant, and are subject to CEQA, and which effects have been previously analyzed and are not subject to further environmental review. Where the lead agency finds that uniformly applicable development policies or standards substantially mitigate a significant effect of an infill project, the lead agency shall make the finding described in subdivision (d)(2)(D).

Infill EIR

If the infill project would result in new specific effects or more significant effects, and uniformly applicable development policies or standards would not substantially mitigate such effects, those effects are subject to CEQA. With respect to those effects that are subject to CEQA, the lead agency shall prepare an infill EIR if the written checklist shows that the effects of the infill project would be potentially significant. In this circumstance, the lead agency shall prepare an infill EIR as provided in subdivision (e) and, except as otherwise provided in this section, shall follow the procedures in Article 7. Where the lead agency finds that uniformly applicable development policies or standards substantially mitigate a significant effect of an infill project, the lead agency shall make the finding described in subdivision (d)(2)(D).



The Findings discussed in each of the three categories and contained in subdivision (d)(2)(D) are discussed below.

Findings

Any findings or statement of overriding considerations required by Sections 15091 or 15093 shall be limited to those effects analyzed in an infill EIR. Findings for such effects should incorporate by reference any such findings made in connection with a planning level decision. Where uniformly applicable development policies or standards substantially mitigate the significant effects of an infill project, the lead agency shall also make a written finding, supported with substantial evidence, providing a brief explanation of the rationale for the finding.

Project Determination

In order to determine whether or not an individual project that meets the infill criteria prescribed in Public Resources Code Section 21094.5 and CEQA Guidelines Section 15183.3 would have an individual significant impact on the environment, which is not consistent with the certified EIR, the following checklist shall be completed.

Name of Project: Casa Blanca Apartments (Planning Project 23-13)

Project Location: Northwest corner of North 4th Street and East Merced Street (APN 343-143-10 & 11)

General Plan Land Use Designation: High Density Residential

Zoning Designation: Existing R-1-7 (One-Family Residential) (Form Based Code (FBC) proposed)

Prior Environmental Document(s) Analyzing the Effects of the Infill Project (Include SCH#):

City of Fowler General Plan Environmental Impact Report – SCH 2021110053

Location of Prior Environmental Document(s) Analyzing the Effects of the Infill Project:

City of Fowler Planning Area

Description of Project (Describe the Whole of the Action):



Construction of a 10-unit multi-family residential development on a 0.52 piece of property. The Project would include a 4-plex of 6,080 sqft of total floor area and a 6-plex of 7,447 sqft of total floor area. The project would result in a rezone to zone the property FBC from R-1-7. A CUP would allow the operation of a multi-family residential development in the FBC zone district. A LLA would merge APN 343-143-10 and 11 into one contiguous parcel (0.17 and 0.34 acres, respectively) of 0.52 acres

Surrounding Land Uses (Must Have urban Uses Surrounding 75% of the Site):

NW, SW, SE = Existing Residential land uses. NE = Presbyterian Church of Fowler

Other Public Agencies Whose Approval may be Required:

SKFCSD

Have California Native American tribes traditionally and culturally affiliated with the project area requested consultation pursuant to Public Resources Code Section 21080.3.1? If so, is there a plan for consultation that includes, for example, the determination of significance of impacts to tribal cultural resources, procedures regarding confidentiality, etc.?:

The Project would be consistent with the City of Fowler General Plan Environmental Impact Report which analyzed Tribal Cultural Resources under that prior certified document.



Satisfaction of Appendix M Performance Standards

Provide the information demonstrating that the infill project satisfies the performance standards in Appendix M of the CEQA Guidelines below. For mixed-use projects, the predominant use will determine which performance standards apply to the entire project.

Does the non-residential infill project include a renewable energy feature? If so, describe below. If not, explain why it is infeasible.

N/A

If the project site is included on any list compiled pursuant to Section 65962.5 of the Government Code, either provide documentation of remediation or describe the recommendations provided in a preliminary endangerment assessment or comparable document that will be implemented as a part of the project:

The Project would not be located on a hazardous waste site.

If the infill project includes residential units located within 500 feet, or such a distance that the local agency or local air district has determined is appropriate based on local conditions, a high volume roadway or other significant source of air pollution, as defined in Appendix M, describe the measures that the project will implement to protect public health. Such measures may include policies and standards identified in the local General Plan, specific plans, zoning code, or community risk reduction plan, or measures recommended in a health risk assessment, to promote the protection of public health. Identify the policies or standards, or refer to the site specific analysis, below (Attach additional sheets if necessary):

N/A

For residential projects, which of the following been satisfied?

☐ Located within a low vehicle travel area, as defined in Appendix M. (Attach VMT map)



- ☐ Located within 0.5 miles of an existing major transit stop or an existing stop along a high quality transit corridor. (Attach map showing proximity to transit)
- ☐ Consists of 300 or fewer units that are each affordable to low income households. (Attach evidence per Appendix M)

For commercial projects with a single building floor-plate below 50,000 square feet, the project satisfies which of the following?

- ☐ Located within a low vehicle travel area, as defined in Appendix M. (Attach VMT map)
- ☐ The project is within 0.5 miles of 1800 dwelling units. (Attach map showing proximity to households)

For office building projects, the project satisfies which of the following?

- ☐ Located within a low vehicle travel area, as defined in Appendix M. (Attach VMT map)
- ☐ The project is within 0.5 miles of an existing major transit stop or within 0.25 miles of a stop along a high quality transit corridor. (Attach map showing proximity to transit)

For school projects, the project does all of the following:

- ☐ The project complies with the requirements in Sections 17213, 17213.1, and 17213.2 of the California Education Code.
- ☐ The project is an elementary school and is within one mile of 50% of the student population, or is a middle school and is within two miles of 50% of the student population. Alternatively, the school is within 0.5 miles of an existing major transit stop or an existing stop along a high quality transit corridor. (Attach map and methodology)
- ☐ The project provides parking and storage for bicycles and scooters.

For small walkable community projects, the project must be a residential project that has a density of at least eight units to the acre or a commercial project with a floor area ratio of at least 0.5, or both. Does the project meet these requirements?

The Project meets the definition of a walkable community project and would result in a density of

19.23 du/ac.

Environmental Factors Potentially Affected:

The infill project could potentially result in one or more of the following environmental effects.



- | | | |
|--|---|---|
| <input type="checkbox"/> Aesthetics | <input type="checkbox"/> Agriculture and Forestry Resources | <input type="checkbox"/> Air Quality |
| <input type="checkbox"/> Biological Resources | <input type="checkbox"/> Cultural Resources | <input type="checkbox"/> Energy |
| <input type="checkbox"/> Geology/Soils | <input type="checkbox"/> Greenhouse Gas Emissions | <input type="checkbox"/> Hazards and Hazardous Materials |
| <input type="checkbox"/> Hydrology / Water Quality | <input type="checkbox"/> Land Use/Planning | <input type="checkbox"/> Mineral Resources |
| <input type="checkbox"/> Noise | <input type="checkbox"/> Population/Housing | <input type="checkbox"/> Public Services |
| <input type="checkbox"/> Recreation | <input type="checkbox"/> Transportation | <input type="checkbox"/> Tribal Cultural Resources |
| <input type="checkbox"/> Utilities and Service Systems | <input type="checkbox"/> Wildfire | <input type="checkbox"/> Mandatory Findings of Significance |

Determination

On the basis of the initial evaluation:

- ☒ I find that the proposed infill project WOULD NOT have any significant effects on the environment that either have not already been analyzed in a prior EIR or that are more significant than previously analyzed, or that uniformly applicable development policies would not substantially mitigate. Pursuant to Public Resources Code Section 21094.5, CEQA does not apply to such effects. A Notice of Determination (Section 15094) will be filed.
- ☐ I find that the proposed infill project will have effects that either have not been analyzed in a prior EIR, or a more significant than described in the prior EIR, and that no uniformly applicable development policies would substantially mitigate such effects. With respect to those effects that are subject to CEQA, I find that such effects WOULD NOT be significant and a NEGATIVE DECLARATION, or if that project is a Transit Priority Project a SUSTAINABLE COMMUNITIES ENVIRONMENTAL ASSESSMENT, will be prepared.
- ☐ I find that the proposed infill project will have effects that either have not been analyzed in a prior EIR, or are more significant than described in the prior EIR, and that no uniformly applicable development policies would substantially mitigate such effects. I find that although these effects could be significant, there will not be a significant effect in this case because revisions in the infill project have been made by or agreed to by the project proponent. A MITIGATED NEGATIVE DECLARATION, or if the project is a Transit Priority Project a SUSTAINABLE COMMUNITIES ENVIRONMENTAL ASSESSMENT, will be prepared.
- ☐ I find that the proposed infill project would have effects that either have not been analyzed in a prior EIR or are more significant than described in the prior EIR, and that no uniformly applicable development policies would substantially mitigate such effects. I find that those effects WOULD be significant, and an infill ENVIRONMENTAL IMPACT REPORT is required to analyze those effects that are subject to CEQA.

Signature: _____

Date: _____

ORDINANCE NO. 2023-08

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FOWLER AMENDING THE OFFICIAL ZONING MAP OF THE CITY TO REFLECT A CHANGE OF ZONE FOR ASSESSOR'S PARCEL NUMBERS 343-143-10 AND 11 FROM THE R-1-7 ZONE DISTRICT (ONE FAMILY RESIDENTIAL, 7,000 SQUARE FOOT LOT MINIMUM) TO THE FBC ZONE DISTRICT (FORM BASED CODE); AND ADOPTION OF A FINDING THAT THE ZONING AMENDMENT IS CONSISTENT WITH THE CITY'S GENERAL PLAN AND GENERAL PLAN ENVIRONMENTAL IMPACT REPORT, IN ACCORDANCE WITH PUBLIC RESOURCES CODE SECTION 21094.5 AND CEQA GUIDELINES SECTION 15183.3.

THE CITY COUNCIL OF THE CITY OF FOWLER ORDAINS AS FOLLOWS:

SECTION 1.

The Official Zoning Map of the City of Fowler is hereby amended to designate Assessor's Parcel Numbers 343-143-10 and 11 with the Form Based Code zone district as indicated in **Exhibit "A"** attached hereto.

SECTION 2.

The City Council hereby finds that the amendment of the City's Official Zoning Map, as described under Section 1 herein, in relation to the prior actions approved by the City's Planning Commission on August 3rd, 2023 meets the criteria to be considered and infill project is consistent with the City's General Plan and General Plan Environmental Impact Report and is therefore not subject to further environmental review under the California Environmental Quality Act (CEQA), in accordance with Public Resources Code Section 21094.5 and CEQA Guidelines Section 15183.3.

SECTION 3.

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

The foregoing ordinance was introduced at a meeting of the City Council of Fowler held on September 5th, 2023 and passed and adopted at a regular meeting of the City Council held on the _____ day of _____ 2023 by the following vote:

AYES:

NOES:

ABSTAIN:

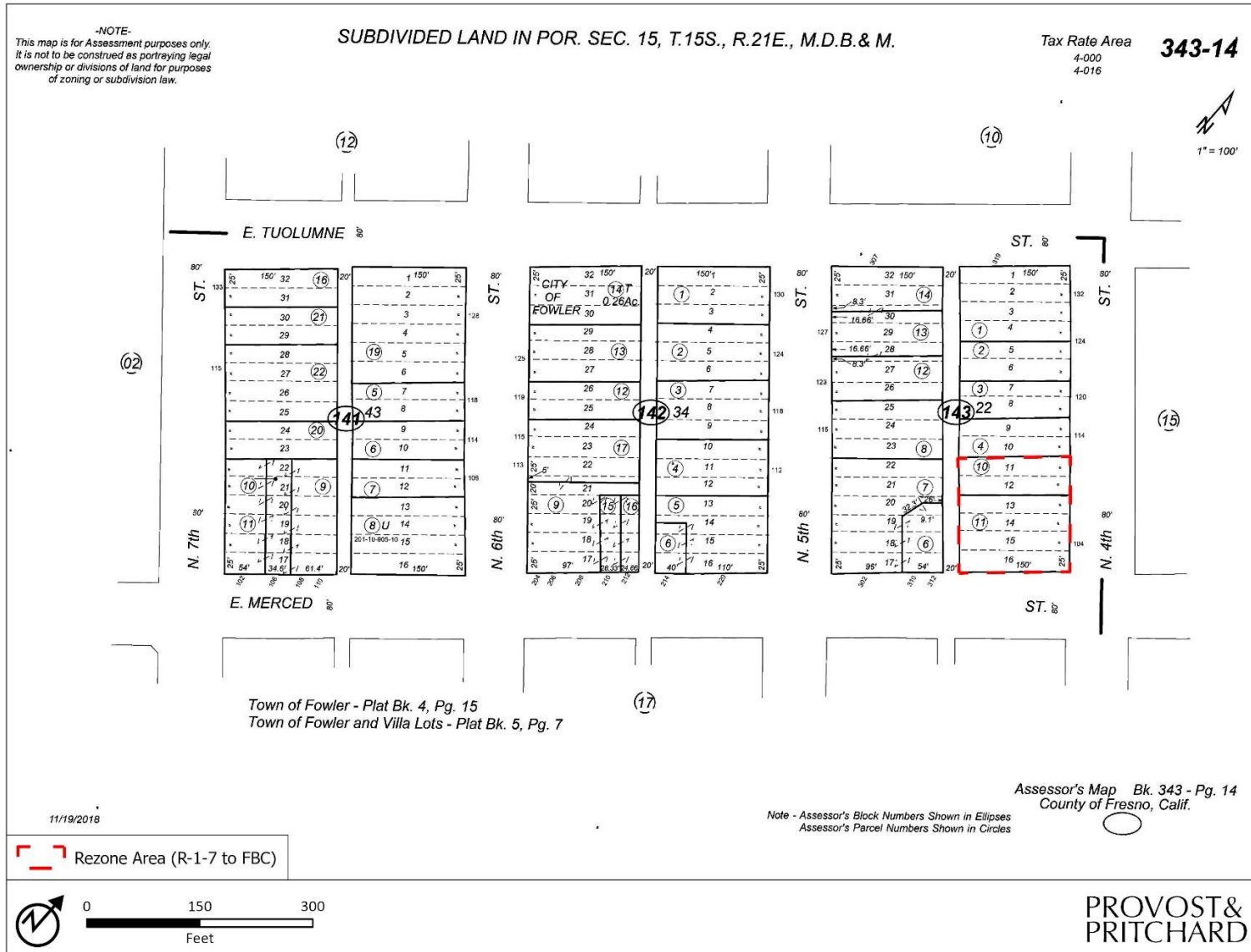
ABSENT:

Daniel T. Parra, Mayor

ATTEST:

Angela Vasquez, City Clerk

Exhibit "A"





CITY COUNCIL MEETING

REPORT TO THE CITY COUNCIL

DATE: September 5, 2023

FROM: WILMA TUCKER, City Manager

SUBJECT: Approve First Amendment to Police Chief Employment Agreement with Michael Reid

EXECUTIVE SUMMARY

Staff recommend the City Council approve the above proposed action.

BACKGROUND

Michael Reid has served as Police Chief since August 2022. The terms of his current employment agreement provide that he is eligible to receive an increase in salary and/or benefits following an annual performance evaluation. The annual performance evaluation has been completed, and the City Council is authorized to approve the attached First Amendment to Police Chief Employment Agreement.

The First Amendment to Police Chief Employment Agreement includes the following changes in the compensation and benefits to be paid by the City:

- Monthly Salary of \$12,915 (\$154,980 annually) – a 5% increase from \$12,300/monthly (\$147,600 annually).
- Increased uniform allowance from \$900 annually to \$1,200 annually.

The Police Chief's salary is set by the terms of the employment agreement. Accordingly, if approved, the new salary will be reflected as Step E on the Police Chief classification of the salary classification schedule. If approved, the increased salary will be effective beginning September 16, 2023.

REASONS FOR RECOMMENDATION

The performance evaluation for the Police Chief has been completed. He is eligible to receive a salary increase as approved by the City Council and agreed upon in an amendment to his employment 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

This action is not associated with a General Plan goal, policy, or action item.

FISCAL IMPACT

Approval will result in a 5% increase in salary (\$615/month; \$7,380/year) and an increase of \$300/year for uniform allowance all of which can be absorbed in the FY24 adopted budget due to salary savings within the department.

CONFLICT OF INTEREST

Staff is not aware of any conflicts of interest.

Attachments

- First Amendment to Police Chief Employment Agreement

FIRST AMENDMENT TO CHIEF OF POLICE EMPLOYMENT AGREEMENT

This First Amendment to Chief of Police Employment Agreement (“First Amendment”) is entered into on September 5, 2023, by and between the City of Fowler, a municipal corporation (“City”), and Michael S. Reid (“Reid”), with respect to the following Recitals, which are a substantive part of this First Amendment.

RECITALS

A. City and Reid entered into a Chief of Police Employment Agreement on August 2, 2022 (“Agreement”).

B. City and Reid both desire to make amendments to the Agreement.

NOW, THEREFORE, in view of the above recitals and in consideration for the mutual promises set forth in the Agreement and this First Amendment, City and Reid agree as follows:

AGREEMENT

1. Section 3 of the Agreement is amended to read as follows:

3. Salary. Beginning September 16, 2023, Reid shall receive a monthly salary of \$12,915.00 (\$154,980.00 annually), which shall be reflected as the new Step E of the Chief of Police classification on the City’s adopted salary classification schedule. Reid shall be entitled to any cost-of-living adjustments as may be approved and reflected in any subsequently adopted salary schedules of the City. Reid shall be eligible to receive an increase in salary and/or benefits on the basis of an annual performance evaluation as approved by the City Manager, provided any increase in salary and/or benefits is mutually agreed upon by Reid and the City Council and reflected in an amendment to the Agreement. Nothing herein shall be deemed to impair the City’s authority to revise the salary classification for the Chief of Police on the City’s salary schedule, but any change affecting Reid’s salary must be mutually agreed upon by Reid and the City Council and reflected in an amendment to the Agreement.

2. Section 4 of the Agreement is amended to read as follows:

4. Uniform Allowance. Upon each anniversary date of his employment Reid shall receive a payment of One Thousand Two Hundred Dollars (\$1,200.00) as an annual uniform allowance. If the annual uniform allowance has been paid to Reid and an increased annual uniform allowance is approved by the City Council for Reid later in the same fiscal year after Reid’s anniversary date and receipt of a then-current annual uniform allowance payment, Reid shall be paid the difference between the amount of the approved increased annual allowance and the annual allowance already paid in that fiscal year, and such additional amount shall be paid to Reid in the next available payroll after any amendment to the Agreement is approved by the City Council. This shall not entitle Reid to receive any increased annual allowance for payments made in a prior fiscal year.

3. Except as amended in this First Amendment all other provisions of the Agreement shall continue in full force and effect.

CITY OF FOWLER

CHIEF OF POLICE

By: _____
Daniel T. Parra, Mayor

By: _____
Michael S. Reid

By: _____
Wilma Tucker, City Manager

APPROVED AS TO FORM

Scott G. Cross, City Attorney