



## CITY COUNCIL MEETING

TUESDAY, DECEMBER 19, 2023 at 6:00 PM

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

### AGENDA

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

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

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

[https://us06web.zoom.us/j/86185594278?pwd=c-HtunzxZ3PD3Y1RUBdl2GRXYf\\_0iw.2iqsP7e3dUTaHOIt](https://us06web.zoom.us/j/86185594278?pwd=c-HtunzxZ3PD3Y1RUBdl2GRXYf_0iw.2iqsP7e3dUTaHOIt)

**Telephone Number:** (253) 215-8782  
**Meeting ID:** 861 8559 4278  
**Passcode:** 626852

**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://fowlercivcity.org>.

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

**1. MEETING CALLED TO ORDER**

**2. ROLL CALL**

**3. APPROVAL OF AGENDA**

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

**5. PLEDGE OF ALLEGIANCE**

**6. CEREMONIAL PRESENTATIONS**

A. Employee of the Quarter - Karla Escalante

**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 December 19, 2023

B. APPROVE Minutes of the November 7, 2023 City Council Meeting

C. APPROVE Resolution No. 2690 adopting a Fixed Asset Policy and Surplus Property Policy.

D. APPROVE Resolution No. 2691 authorize the City Manager to Submit an Application to the Fresno Council of Governments for REAP 2.0 Grant Funds

E. APPROVE Resolution No. 2692 approving the updated Employee Benefits Handbook.

- F. APPROVE Resolution No. 2693 setting the regular City Council meeting schedule for calendar year 2024
- G. APPROVE Resolution No. 2694 adopting a Facility Reservation Policy and amending the Master Fee Schedule to codify fees related to parks and facilities reservations.
- H. Actions pertaining to Recreation appointments
  - i. REAPPOINT Roy Alatorre to the Recreation Commission for the portion of unexpired term ending 12/31/2025
  - ii. REAPPOINT Ailynn Martinez to the Recreation Commission for the portion of unexpired term ending 12/31/2025
  - iii. REAPPOINT Monique Velasquez - Lopez to the Recreation Commission for the portion of unexpired term ending 12/31/2025
- I. APPROVE a Second Amendment to the Professional Services Agreement for on-call civil engineering services with Provost & Pritchard Consulting Group in the amount of \$100,000.
- J. ACCEPT a \$5,000 donation from Jeffrey Scott Agency on behalf of Measure C for the City's 2024 Fabulous 4th of July event
- K. APPROVE Resolution No. 2695 recommending approval of the naming of the neighborhood park in Tract 6274
- L. APPROVE 2024 Community Events Calendar

## 9. CONTESTED CONSENT CALENDAR

*Items pulled from the Consent Calendar will be heard individually immediately after action is taken on the Consent Calendar.*

## 10. STAFF COMMUNICATIONS

- A. Community Development Block Grant Update - City Planner Dawn Marple
- B. Code Enforcement Update - Assistant City Manager Thomas Gaffery
- C. Update on separate complaints by Zaida Espana against Wilma Tucker and Yvonne Hernandez - City Attorney Scott Cross

## 11. COUNCILMEMBER REPORTS AND COMMENTS

## 12. ADJOURN

*Next Ordinance No. 2024-01  
Next Resolution No. 2696*

*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, December 15, 2023.*

*Angela Vasquez, CPMC  
City Clerk*

CITY OF FOWLER  
 WARRANTS LIST  
 December 19, 2023

<u>ACCOUNTS PAYABLE CHECKS</u>	<u>CHECK NUMBERS</u>	<u>CHECK DATES</u>	<u>AMOUNT</u>
Regular checks	42062-42236	November 2 thru December 13	\$ 930,746.13
<b>TOTAL ACCOUNTS PAYABLE CHECKS</b>			<u>\$ 930,746.13</u>
<u>PAYROLL COSTS</u>			
First November Bi-Monthly Payroll		November 15, 2023	\$ 115,029.52
Second November Bi-Monthly Payroll		November 30, 2023	\$ 116,533.61
First December Bi-Monthly Payroll		December 15, 2023	\$ 113,691.06
<b>TOTAL PAYROLL COSTS</b>			<u>\$ 345,254.19</u>
<b>TOTAL CASH DISBURSEMENTS</b>			<u>\$ 1,276,000.32</u>

**NOTE:**

<b>Check #42077</b>	<b>Void Check</b>
<b>Check #42078</b>	<b>Void Check</b>
<b>Check #42091</b>	<b>Void Check</b>
<b>Check #42152</b>	<b>Void Check</b>
<b>Check #42214</b>	<b>Void Check</b>

SUPERION  
 DATE: 12/14/2023  
 TIME: 12:41:26

CITY OF FOWLER  
 CHECK REGISTER - DISBURSEMENT FUND

PAGE NUMBER: 1  
 ACCTPA21

Section 8, ItemA.

SELECTION CRITERIA: transact.check\_no between '42062' and '42236'  
 ACCOUNTING PERIOD: 6/24

FUND - 100 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DEPT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1001	42062	11/08/23	11689	A & C TIRE SERVICE	6200	FLAT REPAIR TRUCK #1	0.00	20.00
1001	42062	11/08/23	11689	A & C TIRE SERVICE	6200	TRACTOR BEAD RESEAL	0.00	30.00
TOTAL CHECK							0.00	50.00
1001	42063	11/08/23	10007	ALERT-O-LITE, INC	6200	SUPPLIES STREETS	0.00	26.51
1001	42064	11/08/23	14519	AMAZON CAPITAL SERVICES	6200	SUPPLIES STREETS	0.00	260.82
1001	42064	11/08/23	14519	AMAZON CAPITAL SERVICES	6200	CREDIT PW SUPPLIES	0.00	-264.90
1001	42064	11/08/23	14519	AMAZON CAPITAL SERVICES	6020	SUPPLIES CLERK	0.00	15.25
1001	42064	11/08/23	14519	AMAZON CAPITAL SERVICES	6020	JR AMBASS SUPPLIES	0.00	29.41
1001	42064	11/08/23	14519	AMAZON CAPITAL SERVICES	6010	TRUCK OR TREAT DECOR	0.00	58.67
1001	42064	11/08/23	14519	AMAZON CAPITAL SERVICES	6260	JANN SUPPLIES PW	0.00	200.54
TOTAL CHECK							0.00	299.79
1001	42065	11/08/23	14725	ANDY'S SPORTS & DESIGN	6400	TRUNK OR TREAT SIGNS	0.00	103.92
1001	42065	11/08/23	14725	ANDY'S SPORTS & DESIGN	6400	PANELS 4TH JULY	0.00	398.36
TOTAL CHECK							0.00	502.28
1001	42066	11/08/23	14867	ASHLEY PANELLA	6700	PAINT CLASS SNR CTR	0.00	150.00
1001	42067	11/08/23	10026	BCT CONSULTING	6170	VOIP 11/1/23	0.00	1,018.73
1001	42067	11/08/23	10026	BCT CONSULTING	6170	NETWORK SUPPORT 11/23	0.00	2,111.42
TOTAL CHECK							0.00	3,130.15
1001	42068	11/08/23	10024	BSK ASSOCIATES	5000	WATER TESTING	0.00	280.00
1001	42069	11/08/23	11291	THE BUSINESS JOURNAL	6150	PHN MFS RESO 2686	0.00	315.00
1001	42069	11/08/23	11291	THE BUSINESS JOURNAL	6150	PHN TRACT 6409 MAP	0.00	2,205.00
TOTAL CHECK							0.00	2,520.00
1001	42070	11/08/23	14131	SWEEPING CORP OF AMERICA	2250	STREET SWEEP OCT23	0.00	3,325.00
1001	42071	11/08/23	11653	CIVICPLUS LLC	6170	SUPPORT TRAINING	0.00	2,500.00
1001	42072	11/08/23	12654	COMCAST	6170	ETHERNET SERVICE	0.00	1,406.57
1001	42073	11/08/23	14356	COMCAST	6700	CABLE 10/25-11/24/23	0.00	234.32
1001	42074	11/08/23	14940	COSTALES, PHILIP	500	UB REFUND	0.00	81.42
1001	42075	11/08/23	14162	DANIEL FRAIJO	6400	LIVE MUSIC 10/25/23	0.00	500.00
1001	42076	11/08/23	14659	FIRE SAFETY SOLUTIONS	6130	INSP & PLAN CHECK	0.00	1,740.00
1001	42079	11/08/23	14245	FOWLER ACE HARDWARE	6200	SUPPLIES STREETS	0.00	1.07
1001	42079	11/08/23	14245	FOWLER ACE HARDWARE	6200	SUPPLIES STREETS	0.00	3.21
1001	42079	11/08/23	14245	FOWLER ACE HARDWARE	6200	SUPPLIES STREETS	0.00	3.73
1001	42079	11/08/23	14245	FOWLER ACE HARDWARE	6200	SUPPLIES STREETS	0.00	4.29
1001	42079	11/08/23	14245	FOWLER ACE HARDWARE	6200	SUPPLIES STREETS	0.00	4.31
1001	42079	11/08/23	14245	FOWLER ACE HARDWARE	6200	SUPPLIES STREETS	0.00	4.51
1001	42079	11/08/23	14245	FOWLER ACE HARDWARE	6200	SUPPLIES STREETS	0.00	5.40
1001	42079	11/08/23	14245	FOWLER ACE HARDWARE	6200	SUPPLIES STREETS	0.00	6.90

SUPERION  
 DATE: 12/14/2023  
 TIME: 12:41:26

CITY OF FOWLER  
 CHECK REGISTER - DISBURSEMENT FUND

PAGE NUMBER: 2  
 ACCTPA21

SELECTION CRITERIA: transact.check\_no between '42062' and '42236'  
 ACCOUNTING PERIOD: 6/24

FUND - 100 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DEPT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1001	42079	11/08/23	14245	FOWLER ACE HARDWARE	6200	SUPPLIES STREETS	0.00	7.13
1001	42079	11/08/23	14245	FOWLER ACE HARDWARE	6200	SUPPLIES STREETS	0.00	7.13
1001	42079	11/08/23	14245	FOWLER ACE HARDWARE	6200	SUPPLIES STREETS	0.00	8.21
1001	42079	11/08/23	14245	FOWLER ACE HARDWARE	6200	SUPPLIES STREETS	0.00	8.64
1001	42079	11/08/23	14245	FOWLER ACE HARDWARE	6200	SUPPLIES STREETS	0.00	9.30
1001	42079	11/08/23	14245	FOWLER ACE HARDWARE	6200	SUPPLIES STREETS	0.00	10.14
1001	42079	11/08/23	14245	FOWLER ACE HARDWARE	6200	SUPPLIES STREETS	0.00	10.38
1001	42079	11/08/23	14245	FOWLER ACE HARDWARE	6200	SUPPLIES STREETS	0.00	10.81
1001	42079	11/08/23	14245	FOWLER ACE HARDWARE	6200	SUPPLIES STREETS	0.00	12.56
1001	42079	11/08/23	14245	FOWLER ACE HARDWARE	6200	SUPPLIES STREETS	0.00	12.98
1001	42079	11/08/23	14245	FOWLER ACE HARDWARE	6200	SUPPLIES STREETS	0.00	14.07
1001	42079	11/08/23	14245	FOWLER ACE HARDWARE	6200	SUPPLIES STREETS	0.00	14.47
1001	42079	11/08/23	14245	FOWLER ACE HARDWARE	6200	SUPPLIES STREETS	0.00	15.12
1001	42079	11/08/23	14245	FOWLER ACE HARDWARE	6200	SUPPLIES STREETS	0.00	16.20
1001	42079	11/08/23	14245	FOWLER ACE HARDWARE	6200	SUPPLIES STREETS	0.00	16.86
1001	42079	11/08/23	14245	FOWLER ACE HARDWARE	6200	SUPPLIES STREETS	0.00	17.23
1001	42079	11/08/23	14245	FOWLER ACE HARDWARE	6200	SUPPLIES STREETS	0.00	17.94
1001	42079	11/08/23	14245	FOWLER ACE HARDWARE	6200	SUPPLIES STREETS	0.00	19.47
1001	42079	11/08/23	14245	FOWLER ACE HARDWARE	6200	SUPPLIES STREETS	0.00	20.10
1001	42079	11/08/23	14245	FOWLER ACE HARDWARE	6200	SUPPLIES STREETS	0.00	20.55
1001	42079	11/08/23	14245	FOWLER ACE HARDWARE	6200	SUPPLIES STREETS	0.00	21.14
1001	42079	11/08/23	14245	FOWLER ACE HARDWARE	6200	SUPPLIES STREETS	0.00	21.40
1001	42079	11/08/23	14245	FOWLER ACE HARDWARE	6200	SUPPLIES STREETS	0.00	24.88
1001	42079	11/08/23	14245	FOWLER ACE HARDWARE	6200	SUPPLIES STREETS	0.00	24.88
1001	42079	11/08/23	14245	FOWLER ACE HARDWARE	6200	SUPPLIES STREETS	0.00	24.88
1001	42079	11/08/23	14245	FOWLER ACE HARDWARE	6200	SUPPLIES STREETS	0.00	25.40
1001	42079	11/08/23	14245	FOWLER ACE HARDWARE	6200	SUPPLIES STREETS	0.00	25.93
1001	42079	11/08/23	14245	FOWLER ACE HARDWARE	6200	SUPPLIES STREETS	0.00	25.95
1001	42079	11/08/23	14245	FOWLER ACE HARDWARE	6200	SUPPLIES STREETS	0.00	27.67
1001	42079	11/08/23	14245	FOWLER ACE HARDWARE	6200	SUPPLIES STREETS	0.00	29.20
1001	42079	11/08/23	14245	FOWLER ACE HARDWARE	6200	SUPPLIES STREETS	0.00	29.21
1001	42079	11/08/23	14245	FOWLER ACE HARDWARE	6200	SUPPLIES STREETS	0.00	31.15
1001	42079	11/08/23	14245	FOWLER ACE HARDWARE	6200	SUPPLIES STREETS	0.00	31.88
1001	42079	11/08/23	14245	FOWLER ACE HARDWARE	6200	SUPPLIES STREETS	0.00	33.53
1001	42079	11/08/23	14245	FOWLER ACE HARDWARE	6200	SUPPLIES STREETS	0.00	35.67
1001	42079	11/08/23	14245	FOWLER ACE HARDWARE	6200	SUPPLIES STREETS	0.00	35.69
1001	42079	11/08/23	14245	FOWLER ACE HARDWARE	6200	SUPPLIES STREETS	0.00	37.87
1001	42079	11/08/23	14245	FOWLER ACE HARDWARE	6200	SUPPLIES STREETS	0.00	38.94
1001	42079	11/08/23	14245	FOWLER ACE HARDWARE	6200	SUPPLIES STREETS	0.00	44.88
1001	42079	11/08/23	14245	FOWLER ACE HARDWARE	6200	SUPPLIES STREETS	0.00	49.75
1001	42079	11/08/23	14245	FOWLER ACE HARDWARE	6200	SUPPLIES STREETS	0.00	50.48
1001	42079	11/08/23	14245	FOWLER ACE HARDWARE	6200	SUPPLIES STREETS	0.00	65.29
1001	42079	11/08/23	14245	FOWLER ACE HARDWARE	6200	SUPPLIES STREETS	0.00	68.14
1001	42079	11/08/23	14245	FOWLER ACE HARDWARE	6200	SUPPLIES STREETS	0.00	101.57
1001	42079	11/08/23	14245	FOWLER ACE HARDWARE	6200	SUPPLIES STREETS	0.00	111.44
TOTAL CHECK							0.00	1,319.53
1001	42080	11/08/23	14247	FOWLER ACE HARDWARE	5000	SUPPLIES WATER	0.00	7.56
1001	42080	11/08/23	14247	FOWLER ACE HARDWARE	5000	SUPPLIES WATER	0.00	16.43
1001	42080	11/08/23	14247	FOWLER ACE HARDWARE	5000	SUPPLIES WATER	0.00	34.61
TOTAL CHECK							0.00	58.60

SUPERION  
 DATE: 12/14/2023  
 TIME: 12:41:26

CITY OF FOWLER  
 CHECK REGISTER - DISBURSEMENT FUND

PAGE NUMBER: 3  
 ACCTPA21

Section 8, ItemA.

SELECTION CRITERIA: transact.check\_no between '42062' and '42236'  
 ACCOUNTING PERIOD: 6/24

FUND - 100 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DEPT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1001	42081	11/08/23	14249	FOWLER ACE HARDWARE	6260	SUPPLIES PARKS	0.00	5.82
1001	42081	11/08/23	14249	FOWLER ACE HARDWARE	6260	SUPPLIES PARKS	0.00	13.47
1001	42081	11/08/23	14249	FOWLER ACE HARDWARE	6260	SUPPLIES PARKS	0.00	15.14
1001	42081	11/08/23	14249	FOWLER ACE HARDWARE	6260	SUPPLIES PARKS	0.00	28.53
1001	42081	11/08/23	14249	FOWLER ACE HARDWARE	6260	SUPPLIES PARKS	0.00	28.54
1001	42081	11/08/23	14249	FOWLER ACE HARDWARE	6260	SUPPLIES PARKS	0.00	35.22
1001	42081	11/08/23	14249	FOWLER ACE HARDWARE	6260	SUPPLIES PARKS	0.00	41.74
1001	42081	11/08/23	14249	FOWLER ACE HARDWARE	6260	SUPPLIES PARKS	0.00	45.84
1001	42081	11/08/23	14249	FOWLER ACE HARDWARE	6260	SUPPLIES PARKS	0.00	50.29
1001	42081	11/08/23	14249	FOWLER ACE HARDWARE	6260	SUPPLIES PARKS	0.00	135.57
TOTAL CHECK							0.00	400.16
1001	42082	11/08/23	14252	FOWLER ACE HARDWARE	6700	SN CTR SUPPLIES	0.00	1.67
1001	42082	11/08/23	14252	FOWLER ACE HARDWARE	6700	SNR CNTR SUPPLIES	0.00	8.21
TOTAL CHECK							0.00	9.88
1001	42083	11/08/23	10124	FRESNO SHERIFF BUS OFFIC	6120	DISPATCHING SERVICE	0.00	9,329.08
1001	42084	11/08/23	10126	FRESNO COUNTY TAX COLLEC	6020	PROP TAX 23/24	0.00	515.50
1001	42084	11/08/23	10126	FRESNO COUNTY TAX COLLEC	6020	PROP TAX 23/24	0.00	515.50
1001	42084	11/08/23	10126	FRESNO COUNTY TAX COLLEC	6020	PROP TAX 23/24	0.00	515.50
1001	42084	11/08/23	10126	FRESNO COUNTY TAX COLLEC	6020	PROP TAX 23/24	0.00	515.50
1001	42084	11/08/23	10126	FRESNO COUNTY TAX COLLEC	6020	PROP TAX 23/24	0.00	515.50
1001	42084	11/08/23	10126	FRESNO COUNTY TAX COLLEC	6020	PROP TAX 23/24	0.00	515.50
1001	42084	11/08/23	10126	FRESNO COUNTY TAX COLLEC	6020	PROP TAX 23/24	0.00	515.50
1001	42084	11/08/23	10126	FRESNO COUNTY TAX COLLEC	6020	PROP TAX 23/24	0.00	515.50
1001	42084	11/08/23	10126	FRESNO COUNTY TAX COLLEC	6020	PROP TAX 23/24	0.00	515.50
1001	42084	11/08/23	10126	FRESNO COUNTY TAX COLLEC	6020	PROP TAX 23/24	0.00	773.24
TOTAL CHECK							0.00	4,897.24
1001	42085	11/08/23	14156	FRESNO ECONOMIC OPPORTUN	6700	SENIOR LUNCH OCT23	0.00	1,420.79
1001	42086	11/08/23	10600	FRESNO WIRE ROPE, INC	6200	SUPPLIES STREETS	0.00	356.30
1001	42087	11/08/23	10141	H & H TIRE SERVICES #3,	6120	FLAT REPAIR #25	0.00	25.00
1001	42088	11/08/23	13127	HEALTHWISE SERVICES	6120	38 GALLON SHARPS	0.00	286.25
1001	42089	11/08/23	14749	HOFFMAN SECURITY	6170	SECURITY SERVICES	0.00	57.00
1001	42089	11/08/23	14749	HOFFMAN SECURITY	6020	MONTHLY SVCS	0.00	125.00
TOTAL CHECK							0.00	182.00
1001	42090	11/08/23	14919	LIBERTY CHEMICAL EQUIPME	6200	SUPPLIES STREETS	0.00	251.54
1001	42091	11/08/23	10194	LOZANO SMITH	6060	LEGAL SERVICE SEP23	0.00	90.00
1001	42091	11/08/23	10194	LOZANO SMITH	6060	LEGAL SERVICE SEP23	0.00	112.50
1001	42091	11/08/23	10194	LOZANO SMITH	6060	LEGAL SERVICE SEP23	0.00	337.50
1001	42091	11/08/23	10194	LOZANO SMITH	6060	LEGAL SERVICE SEP23	0.00	453.00
1001	42091	11/08/23	10194	LOZANO SMITH	6060	LEGAL SERVICE SEP23	0.00	798.75
1001	42091	11/08/23	10194	LOZANO SMITH	6060	LEGAL SERVICE SEP23	0.00	1,057.50
1001	42091	11/08/23	10194	LOZANO SMITH	6060	LEGAL SERVICE SEP23	0.00	1,372.50
1001	42091	11/08/23	10194	LOZANO SMITH	6060	LEGAL SERVICE SEP23	0.00	2,317.50
1001	42091	11/08/23	10194	LOZANO SMITH	6060	LEGAL SERVICE SEP23	0.00	2,392.40



SUPERION  
 DATE: 12/14/2023  
 TIME: 12:41:26

CITY OF FOWLER  
 CHECK REGISTER - DISBURSEMENT FUND

PAGE NUMBER: 4  
 ACCTPA21

Section 8, ItemA.

SELECTION CRITERIA: transact.check\_no between '42062' and '42236'  
 ACCOUNTING PERIOD: 6/24

FUND - 100 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DEPT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1001	42091	11/08/23	10194	LOZANO SMITH	6060	LEGAL SERVICE SEP23	0.00	2,896.80
1001	42091	11/08/23	10194	LOZANO SMITH	6060	LEGAL SERVICE SEP23	0.00	7,207.40
1001	42091	11/08/23	10194	LOZANO SMITH	6060	LEGAL SERVICE SEP23	0.00	7,931.05
1001	42091	11/08/23	10194	LOZANO SMITH	6060	LEGAL SERVICE SEP23	0.00	10,970.55
1001	42091	V 11/08/23	10194	LOZANO SMITH	6060	LEGAL SERVICE SEP23	0.00	-90.00
1001	42091	V 11/08/23	10194	LOZANO SMITH	6060	LEGAL SERVICE SEP23	0.00	-112.50
1001	42091	V 11/08/23	10194	LOZANO SMITH	6060	LEGAL SERVICE SEP23	0.00	-337.50
1001	42091	V 11/08/23	10194	LOZANO SMITH	6060	LEGAL SERVICE SEP23	0.00	-453.00
1001	42091	V 11/08/23	10194	LOZANO SMITH	6060	LEGAL SERVICE SEP23	0.00	-798.75
1001	42091	V 11/08/23	10194	LOZANO SMITH	6060	LEGAL SERVICE SEP23	0.00	-1,057.50
1001	42091	V 11/08/23	10194	LOZANO SMITH	6060	LEGAL SERVICE SEP23	0.00	-1,372.50
1001	42091	V 11/08/23	10194	LOZANO SMITH	6060	LEGAL SERVICE SEP23	0.00	-2,317.50
1001	42091	V 11/08/23	10194	LOZANO SMITH	6060	LEGAL SERVICE SEP23	0.00	-2,392.40
1001	42091	V 11/08/23	10194	LOZANO SMITH	6060	LEGAL SERVICE SEP23	0.00	-2,896.80
1001	42091	V 11/08/23	10194	LOZANO SMITH	6060	LEGAL SERVICE SEP23	0.00	-7,207.40
1001	42091	V 11/08/23	10194	LOZANO SMITH	6060	LEGAL SERVICE SEP23	0.00	-7,931.05
1001	42091	V 11/08/23	10194	LOZANO SMITH	6060	LEGAL SERVICE SEP23	0.00	-10,970.55
TOTAL CHECK							0.00	0.00
1001	42092	11/08/23	14428	NAVIA BENEFIT SOLUTIONS	6020	COBRA-OCT 23	0.00	36.45
1001	42093	11/08/23	10215	NELSON HARDWARE & GIFTS	6260	SUPPLIES PARKS	0.00	173.51
1001	42094	11/08/23	10237	P G & E - SACRAMENTO	2250	300 W. MERCED 10/27/2	0.00	0.58
1001	42094	11/08/23	10237	P G & E - SACRAMENTO	2250	1100 MANN 10/27/23	0.00	14.78
1001	42094	11/08/23	10237	P G & E - SACRAMENTO	2250	MERCED/8TH 10/27/23	0.00	38.44
1001	42094	11/08/23	10237	P G & E - SACRAMENTO	2250	ADAM&GLDN ST 10/29/23	0.00	101.83
1001	42094	11/08/23	10237	P G & E - SACRAMENTO	2250	GLDST/MAN SIG10/27/23	0.00	115.45
1001	42094	11/08/23	10237	P G & E - SACRAMENTO	6150	122 S. 5TH #A 10/27/2	0.00	413.42
1001	42094	11/08/23	10237	P G & E - SACRAMENTO	5000	325 S. 5TH 10/27/23	0.00	571.85
1001	42094	11/08/23	10237	P G & E - SACRAMENTO	2250	700 MERCED A 10/27/23	0.00	754.18
1001	42094	11/08/23	10237	P G & E - SACRAMENTO	5000	WELL SITE 8 10/30/23	0.00	3,345.32
1001	42094	11/08/23	10237	P G & E - SACRAMENTO	5000	WELL STIE 7 10/30/23	0.00	15,266.53
TOTAL CHECK							0.00	20,622.38
1001	42095	11/08/23	13655	PROVOST & PRITCHARD	6150	SPR 23-32	0.00	187.00
1001	42095	11/08/23	13655	PROVOST & PRITCHARD	2380	MAIN ST. BIKEWAY	0.00	472.30
1001	42095	11/08/23	13655	PROVOST & PRITCHARD	6150	PLN SPR 23-24	0.00	849.90
1001	42095	11/08/23	13655	PROVOST & PRITCHARD	6150	PLN VAC 22-18	0.00	1,116.00
1001	42095	11/08/23	13655	PROVOST & PRITCHARD	6150	PLN SPR 23-13	0.00	1,347.23
1001	42095	11/08/23	13655	PROVOST & PRITCHARD	6260	PLN CUP 22-48	0.00	1,754.40
1001	42095	11/08/23	13655	PROVOST & PRITCHARD	6150	ZTA 23-31	0.00	1,809.00
1001	42095	11/08/23	13655	PROVOST & PRITCHARD	6150	PLN TM 22-047	0.00	3,139.50
1001	42095	11/08/23	13655	PROVOST & PRITCHARD	6150	PLN TM 6409	0.00	3,356.40
1001	42095	11/08/23	13655	PROVOST & PRITCHARD	6150	ON CALL PLANNING	0.00	25,453.66
TOTAL CHECK							0.00	39,485.39
1001	42096	11/08/23	10274	SAN JOAQUIN VAL AIR POLL	5000	OP PERMIT WELL 8	0.00	290.00
1001	42097	11/08/23	14943	SINGH, RANJIT & KAUR, MA	500	UB REFUND	0.00	100.00
1001	42098	11/08/23	10288	SMART & FINAL	6700	SUPPLIES SNR CTR	0.00	57.40

SUPERION  
 DATE: 12/14/2023  
 TIME: 12:41:26

CITY OF FOWLER  
 CHECK REGISTER - DISBURSEMENT FUND

PAGE NUMBER: 5  
 ACCTPA21

Section 8, ItemA.

SELECTION CRITERIA: transact.check\_no between '42062' and '42236'  
 ACCOUNTING PERIOD: 6/24

FUND - 100 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DEPT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1001	42098	11/08/23	10288	SMART & FINAL	6700	SUPPLIES SNR CTR	0.00	118.48
1001	42098	11/08/23	10288	SMART & FINAL	6700	SUPPLIES SN CTR	0.00	131.11
1001	42098	11/08/23	10288	SMART & FINAL	6700	SUPPLIES SNR CTR	0.00	133.18
1001	42098	11/08/23	10288	SMART & FINAL	6700	SUPPLIES SNR CTR	0.00	191.59
1001	42098	11/08/23	10288	SMART & FINAL	6700	SUPPLIES SNR CTR	0.00	364.51
TOTAL CHECK							0.00	996.27
1001	42099	11/08/23	14941	SOTO, P JESSICA	500	UB REFUND	0.00	64.34
1001	42100	11/08/23	10128	AUDITOR-CONTROLLER/TREAS	850	AGENCY RESERV 2010 RE	0.00	89,430.95
1001	42101	11/08/23	10303	SWANSON-FAHRNEY FORD	6120	OIL CHANGE #30	0.00	93.58
1001	42102	11/08/23	13543	UNIFIRST CORPORATION	6700	JANITORIAL	0.00	60.07
1001	42102	11/08/23	13543	UNIFIRST CORPORATION	6200	UNIFORMS PW	0.00	105.54
1001	42102	11/08/23	13543	UNIFIRST CORPORATION	5000	UNIFORMS PW	0.00	105.54
TOTAL CHECK							0.00	271.15
1001	42103	11/08/23	10725	VERIZON WIRELESS	6170	CELL PHONE 9/20-10/19	0.00	97.30
1001	42103	11/08/23	10725	VERIZON WIRELESS	6170	CELL PHONE 9/24-10/23	0.00	104.02
1001	42103	11/08/23	10725	VERIZON WIRELESS	6170	CELL PHONE 9/20-10/19	0.00	398.39
TOTAL CHECK							0.00	599.71
1001	42104	11/08/23	14942	VERONICA SANDOVAL	500	UB REFUND	0.00	100.00
1001	42106	11/08/23	14944	ALFRED VASQUEZ	6150	BO TRNG TRAV VASQUEZ	0.00	1,997.37
1001	42107	11/15/23	14519	AMAZON CAPITAL SERVICES	6150	SUPP-PLANNING	0.00	32.25
1001	42108	11/15/23	12285	ATT	6170	AT&T INTERSTATE 11/5	0.00	1,462.82
1001	42109	11/15/23	10024	BSK ASSOCIATES	5000	WATER TESTING	0.00	392.50
1001	42110	11/15/23	14634	DEWBERRY ARCHITECTS INC	7200	PD SN CTR DESIGN	0.00	15,676.80
1001	42111	11/15/23	10104	FPOA	100	EMP DED 11/15/23	0.00	200.00
1001	42112	11/15/23	14238	INFOSEND, INC	6400	TRUNKTRT FLYER 23	0.00	279.22
1001	42112	11/15/23	14238	INFOSEND, INC	5000	UB MAINT 09/23	0.00	1,214.98
1001	42112	11/15/23	14238	INFOSEND, INC	5000	UB MAINT 10/23	0.00	1,262.54
TOTAL CHECK							0.00	2,756.74
1001	42113	11/15/23	10194	LOZANO SMITH	6060	LEGAL SERVICES SEP 23	0.00	45.00
1001	42113	11/15/23	10194	LOZANO SMITH	6060	LEGAL SERVICES SEP 23	0.00	67.50
1001	42113	11/15/23	10194	LOZANO SMITH	6060	LEGAL SERVICES SEP 23	0.00	135.00
1001	42113	11/15/23	10194	LOZANO SMITH	6060	LEGAL SERVICES SEP 23	0.00	517.50
1001	42113	11/15/23	10194	LOZANO SMITH	6060	LEGAL SERVICES SEP 23	0.00	787.50
1001	42113	11/15/23	10194	LOZANO SMITH	6060	LEGAL SERVICES SEP 23	0.00	798.75
1001	42113	11/15/23	10194	LOZANO SMITH	6060	LEGAL SERVICES SEP 23	0.00	922.50
1001	42113	11/15/23	10194	LOZANO SMITH	6060	LEGAL SERVICES SEP 23	0.00	1,372.50
1001	42113	11/15/23	10194	LOZANO SMITH	6060	LEGAL SERVICES SEP 23	0.00	1,733.93
1001	42113	11/15/23	10194	LOZANO SMITH	6060	LEGAL SERVICES SEP 23	0.00	2,632.50

SUPERION  
 DATE: 12/14/2023  
 TIME: 12:41:26

CITY OF FOWLER  
 CHECK REGISTER - DISBURSEMENT FUND

PAGE NUMBER: 6  
 ACCTPA21

SELECTION CRITERIA: transact.check\_no between '42062' and '42236'  
 ACCOUNTING PERIOD: 6/24

FUND - 100 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DEPT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1001	42113	11/15/23	10194	LOZANO SMITH	6060	LEGAL SERVICES SEP 23	0.00	7,001.95
TOTAL CHECK							0.00	16,014.63
1001	42114	11/15/23	14484	MARIO ALMARAZ	6700	SN LUNCH-ENTERTAINMT	0.00	250.00
1001	42115	11/15/23	10215	NELSON HARDWARE & GIFTS	6700	SUPPLIES SNR CTR	0.00	43.39
1001	42116	11/15/23	10237	P G & E - SACRAMENTO	6080	128 S 5TH 11/2/23	0.00	2.58
1001	42116	11/15/23	10237	P G & E - SACRAMENTO	6200	5TH/FRESNO 11/2/23	0.00	9.09
1001	42116	11/15/23	10237	P G & E - SACRAMENTO	6200	MERCED/7TH 11/2/23	0.00	10.52
1001	42116	11/15/23	10237	P G & E - SACRAMENTO	6200	MERCED/6TH 11/2/23	0.00	10.52
1001	42116	11/15/23	10237	P G & E - SACRAMENTO	6200	127 S 6TH 11/2/23	0.00	10.52
1001	42116	11/15/23	10237	P G & E - SACRAMENTO	6200	1291 W SOUTH 11/2/23	0.00	10.53
1001	42116	11/15/23	10237	P G & E - SACRAMENTO	6200	5TH/FRESNO 11/2/23	0.00	13.03
1001	42116	11/15/23	10237	P G & E - SACRAMENTO	6080	128 S 5TH 11/2/23	0.00	16.67
1001	42116	11/15/23	10237	P G & E - SACRAMENTO	6200	7TH/TULARE 11/2/23	0.00	26.28
1001	42116	11/15/23	10237	P G & E - SACRAMENTO	6700	420 E MERCED 11/2/23	0.00	36.68
1001	42116	11/15/23	10237	P G & E - SACRAMENTO	6200	420 E MERCED 11/2/23	0.00	41.14
1001	42116	11/15/23	10237	P G & E - SACRAMENTO	5000	ADAMS/5TH 11/2/23	0.00	51.11
1001	42116	11/15/23	10237	P G & E - SACRAMENTO	6200	2831 E MANN 11/2/23	0.00	84.06
1001	42116	11/15/23	10237	P G & E - SACRAMENTO	6200	GLDNST B 11/2/23	0.00	92.95
1001	42116	11/15/23	10237	P G & E - SACRAMENTO	5000	95 E ADAMS 11/2/23	0.00	104.26
1001	42116	11/15/23	10237	P G & E - SACRAMENTO	6200	212 E MERCED 11/2/23	0.00	110.93
1001	42116	11/15/23	10237	P G & E - SACRAMENTO	6200	4218 GLDNSTAT 11/2/23	0.00	113.08
1001	42116	11/15/23	10237	P G & E - SACRAMENTO	6260	9TH/MERCED 11/2/23	0.00	298.94
1001	42116	11/15/23	10237	P G & E - SACRAMENTO	6260	500 E MERCED 11/2/23	0.00	315.54
1001	42116	11/15/23	10237	P G & E - SACRAMENTO	5000	TEMP/GOLDN 11/2/23	0.00	471.75
1001	42116	11/15/23	10237	P G & E - SACRAMENTO	6200	5TH/FRESNO 11/2/23	0.00	676.55
1001	42116	11/15/23	10237	P G & E - SACRAMENTO	6200	LOAN PROG 11/2/23	0.00	941.28
1001	42116	11/15/23	10237	P G & E - SACRAMENTO	6700	420 E MERCED 11/2/23	0.00	943.35
1001	42116	11/15/23	10237	P G & E - SACRAMENTO	6080	MAIN/5TH 11/2/23	0.00	1,566.19
1001	42116	11/15/23	10237	P G & E - SACRAMENTO	5000	SESWNW231521 11/2/23	0.00	11,670.25
TOTAL CHECK							0.00	17,627.80
1001	42117	11/15/23	12384	PITNEY BOWES GLOBAL FINA	6020	LEASE 8/28-11/27	0.00	340.98
1001	42118	11/15/23	14433	PRICE PAIGE & COMPANY CP	6030	AUDIT SUPPORT	0.00	1,710.00
1001	42119	11/15/23	13355	SITE ONE LANDSCAPE SUPPL	6260	SUPPLIES PARKS	0.00	118.39
1001	42120	11/15/23	10085	STATE OF CA DEPARTMENT O	6030	FINGERPRINT 11/3/23	0.00	32.00
1001	42121	11/15/23	10763	SUNBELT RENTALS	6260	RENTAL PARKS	0.00	336.35
1001	42121	11/15/23	10763	SUNBELT RENTALS	6260	RENTAL PARKS	0.00	521.05
1001	42121	11/15/23	10763	SUNBELT RENTALS	6260	RENTAL PARKS	0.00	595.02
1001	42121	11/15/23	10763	SUNBELT RENTALS	6200	RENTAL STREETS OCT 23	0.00	1,190.04
TOTAL CHECK							0.00	2,642.46
1001	42122	11/15/23	10303	SWANSON-FAHRNEY FORD	6120	OIL CHANGE #10	0.00	93.58
1001	42123	11/15/23	13543	UNIFIRST CORPORATION	6700	JANITORIAL SN 11/9	0.00	60.07
1001	42123	11/15/23	13543	UNIFIRST CORPORATION	6700	JANITORIAL SN 11/2	0.00	67.20

SUPERION  
 DATE: 12/14/2023  
 TIME: 12:41:26

CITY OF FOWLER  
 CHECK REGISTER - DISBURSEMENT FUND

PAGE NUMBER: 7  
 ACCTPA21

Section 8, Item A.

SELECTION CRITERIA: transact.check\_no between '42062' and '42236'  
 ACCOUNTING PERIOD: 6/24

FUND - 100 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DEPT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1001	42123	11/15/23	13543	UNIFIRST CORPORATION	6020	MATS/MOPS 11/9	0.00	79.90
1001	42123	11/15/23	13543	UNIFIRST CORPORATION	6200	UNIFORMS PW 11/9	0.00	85.09
1001	42123	11/15/23	13543	UNIFIRST CORPORATION	5000	UNIFORMS PW 11/9	0.00	85.09
TOTAL	CHECK						0.00	377.35
1001	42124	11/21/23	10007	ALERT-O-LITE, INC	6200	PW UNIFORM	0.00	37.91
1001	42124	11/21/23	10007	ALERT-O-LITE, INC	6200	SUPPLIES STREETS	0.00	1,161.51
TOTAL	CHECK						0.00	1,199.42
1001	42125	11/21/23	14519	AMAZON CAPITAL SERVICES	6025	SUPPLIES ADMIN	0.00	32.68
1001	42125	11/21/23	14519	AMAZON CAPITAL SERVICES	6700	SENIOR SUPPLIES	0.00	164.02
1001	42125	11/21/23	14519	AMAZON CAPITAL SERVICES	6400	SNOW MACHINE-REC	0.00	2,134.80
TOTAL	CHECK						0.00	2,331.50
1001	42126	11/21/23	10026	BCT CONSULTING	6170	MANAGED SUPP NOV23	0.00	3,470.00
1001	42127	11/21/23	10024	BSK ASSOCIATES	5000	WATER TESTING	0.00	64.00
1001	42127	11/21/23	10024	BSK ASSOCIATES	5000	WATER TESTING	0.00	199.00
1001	42127	11/21/23	10024	BSK ASSOCIATES	5000	WATER TESTING	0.00	280.00
TOTAL	CHECK						0.00	543.00
1001	42128	11/21/23	10056	CITY OF FOWLER TREASURER	6025	TRAVEL REIM-MOLINA	0.00	22.00
1001	42128	11/21/23	10056	CITY OF FOWLER TREASURER	6010	EAP DINNER GIFT CARDS	0.00	100.00
1001	42128	11/21/23	10056	CITY OF FOWLER TREASURER	100	REIM PETTY CASH	0.00	100.00
TOTAL	CHECK						0.00	222.00
1001	42129	11/21/23	12654	COMCAST	6170	ETHERNET SVC-OCT23	0.00	1,457.48
1001	42130	11/21/23	14702	DAVE'S AUTO SERVICE	6200	SERVICE F350	0.00	240.00
1001	42130	11/21/23	14702	DAVE'S AUTO SERVICE	6200	SERVICE F350	0.00	1,226.35
TOTAL	CHECK						0.00	1,466.35
1001	42131	11/21/23	10084	DEPARTMENT OF JUSTICE	6120	BLOOD ALC ANALYSIS	0.00	175.00
1001	42132	11/21/23	10488	FOWLER UNIFIED SCHOOL DI	6260	OCT 23 FUEL-PARKS	0.00	540.11
1001	42132	11/21/23	10488	FOWLER UNIFIED SCHOOL DI	6200	OCT 23 FUEL-STREETS	0.00	1,053.90
1001	42132	11/21/23	10488	FOWLER UNIFIED SCHOOL DI	5000	OCT 23 FUEL-WATER	0.00	2,146.15
1001	42132	11/21/23	10488	FOWLER UNIFIED SCHOOL DI	6120	FUEL-OCT23	0.00	3,875.29
TOTAL	CHECK						0.00	7,615.45
1001	42133	11/21/23	10145	HINDERLITER, DELLAMAS &	6030	CONT SVC Q1/2023	0.00	975.00
1001	42133	11/21/23	10145	HINDERLITER, DELLAMAS &	6030	AUDIT SVC TAX	0.00	33,599.32
TOTAL	CHECK						0.00	34,574.32
1001	42134	11/21/23	14749	HOFFMAN SECURITY	6020	ACCESS CONTROL SERV	0.00	165.00
1001	42135	11/21/23	12524	KENT M KAWAGOE, PH. D.	6120	PSYCH EVAL OCT23	0.00	325.00
1001	42136	11/21/23	14945	KULAK, CHRIS OR TIWA GAR	500	UB REFUND	0.00	23.87
1001	42137	11/21/23	10215	NELSON HARDWARE & GIFTS	5000	SUPPLIES WTR	0.00	17.33

SUPERION  
 DATE: 12/14/2023  
 TIME: 12:41:26

CITY OF FOWLER  
 CHECK REGISTER - DISBURSEMENT FUND

PAGE NUMBER: 8  
 ACCTPA21

Section 8, ItemA.

SELECTION CRITERIA: transact.check\_no between '42062' and '42236'  
 ACCOUNTING PERIOD: 6/24

FUND - 100 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DEPT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1001	42138	11/21/23	14545	NTM PRODUCTIONS	6120	SERVICE CALL CHAMBERS	0.00	100.00
1001	42139	11/21/23	10237	P G & E - SACRAMENTO	6200	SUMNER/MGNOLA11/14/23	0.00	5.31
1001	42139	11/21/23	10237	P G & E - SACRAMENTO	6200	SUMNER/HW99 11/14/23	0.00	10.65
1001	42139	11/21/23	10237	P G & E - SACRAMENTO	6200	LS1-F HWY LT 11/14/23	0.00	10.75
1001	42139	11/21/23	10237	P G & E - SACRAMENTO	6200	TSFR 3LTS 11/14/23	0.00	11.38
1001	42139	11/21/23	10237	P G & E - SACRAMENTO	6200	LS2-E HWY LT 11/14/23	0.00	12.38
1001	42139	11/21/23	10237	P G & E - SACRAMENTO	6200	WALTER/FRES 11/14/23	0.00	14.21
1001	42139	11/21/23	10237	P G & E - SACRAMENTO	6200	8TH/VINE 11/14/23	0.00	15.41
1001	42139	11/21/23	10237	P G & E - SACRAMENTO	6200	ADAMS/DEEAM 11/14/23	0.00	17.35
1001	42139	11/21/23	10237	P G & E - SACRAMENTO	6200	LS2-A HWY LT 11/14/23	0.00	19.64
1001	42139	11/21/23	10237	P G & E - SACRAMENTO	6200	TR5090 11/14/23	0.00	25.46
1001	42139	11/21/23	10237	P G & E - SACRAMENTO	6200	LS2-A HWY LT 11/14/23	0.00	37.22
1001	42139	11/21/23	10237	P G & E - SACRAMENTO	6200	TEMP/PARL 11/14/23	0.00	37.22
1001	42139	11/21/23	10237	P G & E - SACRAMENTO	6200	LS2-F HWY LT 11/14/23	0.00	42.46
1001	42139	11/21/23	10237	P G & E - SACRAMENTO	6200	TRACT 5834 11/14/23	0.00	53.97
1001	42139	11/21/23	10237	P G & E - SACRAMENTO	6200	LS2-A HWY LT 11/14/23	0.00	55.47
1001	42139	11/21/23	10237	P G & E - SACRAMENTO	6200	TR5041 11/4/23	0.00	97.41
1001	42139	11/21/23	10237	P G & E - SACRAMENTO	6200	TRACT 5212 11/14/23	0.00	113.35
1001	42139	11/21/23	10237	P G & E - SACRAMENTO	6200	HIGHWAY LIGHT	0.00	120.82
1001	42139	11/21/23	10237	P G & E - SACRAMENTO	6200	GLDST/VLY DR 11/14/23	0.00	175.01
1001	42139	11/21/23	10237	P G & E - SACRAMENTO	6200	ADAMS/TEMP 11/14/23	0.00	177.24
1001	42139	11/21/23	10237	P G & E - SACRAMENTO	6200	SOUTH/SUNNY 11/14/23	0.00	185.51
1001	42139	11/21/23	10237	P G & E - SACRAMENTO	6200	CLAYTONARMST 11/14/23	0.00	220.72
1001	42139	11/21/23	10237	P G & E - SACRAMENTO	6200	LS1-C HWY 11/24/23	0.00	314.72
1001	42139	11/21/23	10237	P G & E - SACRAMENTO	6200	LS1-F HWY LT 11/14/23	0.00	388.69
1001	42139	11/21/23	10237	P G & E - SACRAMENTO	6200	LS1-A 11/14/23	0.00	749.87
1001	42139	11/21/23	10237	P G & E - SACRAMENTO	6200	LS2-A HWY LT 11/14/23	0.00	838.82
1001	42139	11/21/23	10237	P G & E - SACRAMENTO	6200	LS1-E HWY LT 11/14/23	0.00	1,060.77
1001	42139	11/21/23	10237	P G & E - SACRAMENTO	6200	STREET/HWY LIGHT	0.00	1,294.91
TOTAL CHECK							0.00	6,106.72
1001	42140	11/21/23	10249	QUILL	5000	OFFICE SUPPLIES-WTR	0.00	16.02
1001	42140	11/21/23	10249	QUILL	6020	OFFICE SUPP-ADMIN	0.00	21.77
1001	42140	11/21/23	10249	QUILL	6020	OFFICE SUPPLIES-ADM	0.00	25.47
TOTAL CHECK							0.00	63.26
1001	42141	11/21/23	10518	SIGNMAX!	6200	SUPPLIES STREETS	0.00	428.43
1001	42141	11/21/23	10518	SIGNMAX!	6200	SUPP STREETS SIGNS	0.00	460.48
TOTAL CHECK							0.00	888.91
1001	42142	11/21/23	13543	UNIFIRST CORPORATION	5000	UNIFORMS PW	0.00	93.46
1001	42142	11/21/23	13543	UNIFIRST CORPORATION	6200	UNIFORMS PW	0.00	93.47
TOTAL CHECK							0.00	186.93
1001	42143	11/21/23	13999	WONDERWARE	5000	RENEWAL	0.00	2,040.00
1001	42144	11/21/23	13392	WOODSIDE HOMES	7500	IMPR TR6274 PARK	0.00	254,697.50
1001	42146	11/28/23	14519	AMAZON CAPITAL SERVICES	6150	SUPPLIES PLANNING	0.00	11.97
1001	42146	11/28/23	14519	AMAZON CAPITAL SERVICES	6030	SUPPLIES FINANCE	0.00	21.78
1001	42146	11/28/23	14519	AMAZON CAPITAL SERVICES	5000	SUPPLIES WATER	0.00	74.65

SUPERION  
 DATE: 12/14/2023  
 TIME: 12:41:26

CITY OF FOWLER  
 CHECK REGISTER - DISBURSEMENT FUND

PAGE NUMBER: 9  
 ACCTPA21

Section 8, Item A.

SELECTION CRITERIA: transact.check\_no between '42062' and '42236'  
 ACCOUNTING PERIOD: 6/24

FUND - 100 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DEPT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1001	42146	11/28/23	14519	AMAZON CAPITAL SERVICES	6260	SUPPLIES PARKS	0.00	84.77
1001	42146	11/28/23	14519	AMAZON CAPITAL SERVICES	5000	SUPPLIES WATER	0.00	84.78
1001	42146	11/28/23	14519	AMAZON CAPITAL SERVICES	6200	SUPPLIES STREETS	0.00	84.78
1001	42146	11/28/23	14519	AMAZON CAPITAL SERVICES	6200	SUPPLIES STREETS	0.00	326.88
TOTAL CHECK							0.00	689.61
1001	42147	11/28/23	14867	ASHLEY PANELLA	6700	PAINT CLASS SENIORS	0.00	150.00
1001	42148	11/28/23	10549	AT&T MOBILITY	6120	FIRSTNET 10/12-11/11	0.00	888.90
1001	42149	11/28/23	14330	B&P PEST PROS	6020	PEST CONTROL 11/21/23	0.00	90.00
1001	42149	11/28/23	14330	B&P PEST PROS	6130	PEST CONTROL 11/21/23	0.00	95.00
1001	42149	11/28/23	14330	B&P PEST PROS	6700	PEST CONTROL 11/21/23	0.00	95.00
TOTAL CHECK							0.00	280.00
1001	42150	11/28/23	10087	DEPARTMENT OF TRANSPORTA	6200	SIGNALS JUL-SEP23	0.00	402.35
1001	42151	11/28/23	10104	FPOA	100	EMP DED 11/30/23	0.00	200.00
1001	42152	11/28/23	10145	HINDERLITER, DELLAMAS &	6030	CONT SVC JUL-SEP23	0.00	975.00
1001	42152	11/28/23	10145	HINDERLITER, DELLAMAS &	6030	AUDIT SVC TAX Q1 23	0.00	10,475.03
1001	42152	V 11/28/23	10145	HINDERLITER, DELLAMAS &	6030	CONT SVC JUL-SEP23	0.00	-975.00
1001	42152	V 11/28/23	10145	HINDERLITER, DELLAMAS &	6030	AUDIT SVC TAX Q1 23	0.00	-10,475.03
TOTAL CHECK							0.00	0.00
1001	42153	11/28/23	13496	KEENAN & ASSOCIATES	6030	HEALTH BENEFITS NOV23	0.00	791.05
1001	42153	11/28/23	13496	KEENAN & ASSOCIATES	6700	HEALTH BENEFITS NOV23	0.00	808.97
1001	42153	11/28/23	13496	KEENAN & ASSOCIATES	6025	HEALTH BENEFITS NOV23	0.00	918.95
1001	42153	11/28/23	13496	KEENAN & ASSOCIATES	6150	HEALTH BENEFITS NOV23	0.00	948.94
1001	42153	11/28/23	13496	KEENAN & ASSOCIATES	6400	HEALTH BENEFITS NOV23	0.00	1,019.75
1001	42153	11/28/23	13496	KEENAN & ASSOCIATES	6160	HEALTH BENEFITS NOV23	0.00	1,028.07
1001	42153	11/28/23	13496	KEENAN & ASSOCIATES	6020	HEALTH BENEFITS NOV23	0.00	1,521.28
1001	42153	11/28/23	13496	KEENAN & ASSOCIATES	100	HEALTH BENEFITS NOV23	0.00	2,211.47
1001	42153	11/28/23	13496	KEENAN & ASSOCIATES	6200	HEALTH BENEFITS NOV23	0.00	3,101.76
1001	42153	11/28/23	13496	KEENAN & ASSOCIATES	5000	HEALTH BENEFITS NOV23	0.00	5,146.68
1001	42153	11/28/23	13496	KEENAN & ASSOCIATES	6260	HEALTH BENEFITS NOV23	0.00	6,474.27
1001	42153	11/28/23	13496	KEENAN & ASSOCIATES	6120	HEALTH BENEFITS NOV23	0.00	8,509.59
TOTAL CHECK							0.00	32,480.78
1001	42154	11/28/23	14111	KIMBALL MIDWEST	6200	STREET SUPPLIES	0.00	281.51
1001	42155	11/28/23	10237	P G & E - SACRAMENTO	5000	679 S. KAND 11/21/23	0.00	61.47
1001	42155	11/28/23	10237	P G & E - SACRAMENTO	6200	3079 MANN 11/20/23	0.00	86.82
1001	42155	11/28/23	10237	P G & E - SACRAMENTO	5000	721 E. BONIA 11/21/23	0.00	100.12
1001	42155	11/28/23	10237	P G & E - SACRAMENTO	6200	630 W FRESNO 11/21/23	0.00	432.43
TOTAL CHECK							0.00	680.84
1001	42156	11/28/23	13655	PROVOST & PRITCHARD	6150	ON CALL PLANNING	0.00	19,402.60
1001	42157	11/28/23	10249	QUILL	6700	OFFICE SUPP-SNR CTR	0.00	5.44
1001	42157	11/28/23	10249	QUILL	6120	OFFICE SUPPLIES-PD	0.00	10.88
1001	42157	11/28/23	10249	QUILL	6030	OFFICE SUPPLIES-FIN	0.00	10.88

SUPERION  
 DATE: 12/14/2023  
 TIME: 12:41:26

CITY OF FOWLER  
 CHECK REGISTER - DISBURSEMENT FUND

PAGE NUMBER: 10  
 ACCTPA21

Section 8, Item A.

SELECTION CRITERIA: transact.check\_no between '42062' and '42236'  
 ACCOUNTING PERIOD: 6/24

FUND - 100 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DEPT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1001	42157	11/28/23	10249	QUILL	6030	OFFICE SUPPLIES-FIN	0.00	11.98
1001	42157	11/28/23	10249	QUILL	6020	OFFICE SUPPLIES-ADM	0.00	16.31
1001	42157	11/28/23	10249	QUILL	6200	OFFICE SUPPLIES-PW	0.00	32.62
1001	42157	11/28/23	10249	QUILL	6700	SUPPLIES-SNR CENTER	0.00	61.73
1001	42157	11/28/23	10249	QUILL	6150	OFFICE SUPPLIES-PLN	0.00	126.39
TOTAL CHECK							0.00	276.23
1001	42158	11/28/23	14386	SANTA CHARLIE	6400	SANTA TREE LIGHT EVT	0.00	300.00
1001	42159	11/28/23	10518	SIGNMAX!	6200	SUPPLIES STREETS	0.00	305.01
1001	42160	11/28/23	14358	SPARKLETTS	6120	WTR SVC-PD NOV 23	0.00	82.23
1001	42160	11/28/23	14358	SPARKLETTS	6020	WTR SVC-ADMIN NOV23	0.00	82.23
TOTAL CHECK							0.00	164.46
1001	42161	11/28/23	13647	SUN LIFE FINANCIAL	8500	DENTAL BENEFIT DEC23	0.00	6.57
1001	42161	11/28/23	13647	SUN LIFE FINANCIAL	6700	DENTAL BENEFIT DEC23	0.00	33.18
1001	42161	11/28/23	13647	SUN LIFE FINANCIAL	6400	DENTAL BENEFIT DEC23	0.00	39.82
1001	42161	11/28/23	13647	SUN LIFE FINANCIAL	6150	DENTAL BENEFIT DEC23	0.00	49.09
1001	42161	11/28/23	13647	SUN LIFE FINANCIAL	6025	DENTAL BENEFIT DEC23	0.00	63.50
1001	42161	11/28/23	13647	SUN LIFE FINANCIAL	6030	DENTAL BENEFIT DEC23	0.00	79.68
1001	42161	11/28/23	13647	SUN LIFE FINANCIAL	6160	DENTAL BENEFIT DEC23	0.00	122.75
1001	42161	11/28/23	13647	SUN LIFE FINANCIAL	6020	DENTAL BENEFIT DEC23	0.00	142.94
1001	42161	11/28/23	13647	SUN LIFE FINANCIAL	6200	DENTAL BENEFIT DEC23	0.00	238.88
1001	42161	11/28/23	13647	SUN LIFE FINANCIAL	6260	DENTAL BENEFIT DEC23	0.00	342.42
1001	42161	11/28/23	13647	SUN LIFE FINANCIAL	5000	DENTAL BENEFIT DEC23	0.00	369.96
1001	42161	11/28/23	13647	SUN LIFE FINANCIAL	6120	DENTAL BENEFIT DEC23	0.00	865.14
1001	42161	11/28/23	13647	SUN LIFE FINANCIAL	100	DENTAL BENEFIT DEC23	0.00	990.12
TOTAL CHECK							0.00	3,344.05
1001	42162	11/28/23	14535	THOMAS GAFFERY	6150	MILEAGE REIMB-GAFFERY	0.00	49.78
1001	42162	11/28/23	14535	THOMAS GAFFERY	6150	TRAVEL ICSC-GAFFERY	0.00	814.79
TOTAL CHECK							0.00	864.57
1001	42163	11/28/23	13543	UNIFIRST CORPORATION	6700	JANITORIAL-SNR	0.00	60.07
1001	42163	11/28/23	13543	UNIFIRST CORPORATION	6700	JANITORIAL	0.00	67.20
1001	42163	11/28/23	13543	UNIFIRST CORPORATION	6020	MATS/MOPS	0.00	79.90
1001	42163	11/28/23	13543	UNIFIRST CORPORATION	6200	UNIFORMS PW	0.00	85.09
1001	42163	11/28/23	13543	UNIFIRST CORPORATION	5000	UNIFORMS PW	0.00	85.09
TOTAL CHECK							0.00	377.35
1001	42164	11/28/23	13521	UNITY IT	6170	SERVICE 1 TB BACKUP	0.00	39.99
1001	42165	11/28/23	14259	VISUAL EDGE IT INC DBA I	6170	COPIER SVC. NOV23	0.00	2,298.21
1001	42166	11/28/23	14290	XEROX FINANCIAL SERVICES	6170	LEASE 9/1-9/30	0.00	1,515.43
1001	42169	11/28/23	10145	HINDERLITER, DELLAMAS &	6030	CONT SVC JUL-SEP23	0.00	975.00
1001	42169	11/28/23	10145	HINDERLITER, DELLAMAS &	6030	AUDIT SVC TAX QTR1 23	0.00	10,475.03
TOTAL CHECK							0.00	11,450.03
1001	42170	11/28/23	11335	VISION SERVICE PLAN - (C	8500	VISION BENEFIT NOV23	0.00	1.76

SUPERION  
 DATE: 12/14/2023  
 TIME: 12:41:26

CITY OF FOWLER  
 CHECK REGISTER - DISBURSEMENT FUND

PAGE NUMBER: 11  
 ACCTPA21

Section 8, ItemA.

SELECTION CRITERIA: transact.check\_no between '42062' and '42236'  
 ACCOUNTING PERIOD: 6/24

FUND - 100 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DEPT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1001	42170	11/28/23	11335	VISION SERVICE PLAN - (C	6700	VISION BENEFIT NOV23	0.00	9.85
1001	42170	11/28/23	11335	VISION SERVICE PLAN - (C	6400	VISION BENEFIT NOV23	0.00	11.82
1001	42170	11/28/23	11335	VISION SERVICE PLAN - (C	6150	VISION BENEFIT NOV23	0.00	13.78
1001	42170	11/28/23	11335	VISION SERVICE PLAN - (C	6025	VISION BENEFIT NOV23	0.00	17.73
1001	42170	11/28/23	11335	VISION SERVICE PLAN - (C	6130	VISION BENEFIT NOV23	0.00	19.69
1001	42170	11/28/23	11335	VISION SERVICE PLAN - (C	6030	VISION BENEFIT NOV23	0.00	22.83
1001	42170	11/28/23	11335	VISION SERVICE PLAN - (C	6160	VISION BENEFIT NOV23	0.00	35.43
1001	42170	11/28/23	11335	VISION SERVICE PLAN - (C	6020	VISION BENEFIT NOV23	0.00	41.34
1001	42170	11/28/23	11335	VISION SERVICE PLAN - (C	6200	VISION BENEFIT NOV23	0.00	50.41
1001	42170	11/28/23	11335	VISION SERVICE PLAN - (C	5000	VISION BENEFIT NOV23	0.00	106.94
1001	42170	11/28/23	11335	VISION SERVICE PLAN - (C	6260	VISION BENEFIT NOV23	0.00	121.26
1001	42170	11/28/23	11335	VISION SERVICE PLAN - (C	6120	VISION BENEFIT NOV23	0.00	236.29
1001	42170	11/28/23	11335	VISION SERVICE PLAN - (C	100	VISION BENEFIT NOV23	0.00	264.70
TOTAL CHECK							0.00	953.83
1001	42171	12/06/23	14519	AMAZON CAPITAL SERVICES	6150	SUPPLIES PLANNING	0.00	27.23
1001	42171	12/06/23	14519	AMAZON CAPITAL SERVICES	6150	SUPPLIES PLANNING	0.00	217.90
1001	42171	12/06/23	14519	AMAZON CAPITAL SERVICES	6080	BUS MEMBERSHIP FEE	0.00	543.79
TOTAL CHECK							0.00	788.92
1001	42172	12/06/23	10026	BCT CONSULTING	6170	NETWORK SVC MAR23	0.00	1,500.00
1001	42173	12/06/23	10025	BUFORD OIL COMPANY	6120	STARMART LEADFREE-GAS	0.00	114.75
1001	42174	12/06/23	11291	THE BUSINESS JOURNAL	6150	PHN-RESO NO.2694	0.00	300.00
1001	42174	12/06/23	11291	THE BUSINESS JOURNAL	6150	PHN-CUP 23-31	0.00	375.00
TOTAL CHECK							0.00	675.00
1001	42175	12/06/23	10506	CALMAT CO DBA VULCAN MAT	6200	ASPHALT REPAIR	0.00	566.86
1001	42176	12/06/23	14053	CENTRAL VALLEY GUNS	6120	GUN CLEANING-PD	0.00	900.00
1001	42177	12/06/23	12654	COMCAST	6170	COMCAST VOICE-PD	0.00	0.78
1001	42178	12/06/23	14512	CSG CONSULTANTS	6160	PLAN CHECK	0.00	1,972.89
1001	42179	12/06/23	14776	ELISSA'S PONY EXPRESS	6400	XMAS ON MERCED RIDES	0.00	2,150.00
1001	42180	12/06/23	14749	HOFFMAN SECURITY	6120	SECURITY SERVICES	0.00	57.00
1001	42180	12/06/23	14749	HOFFMAN SECURITY	6020	MONTHLY SVCS	0.00	125.00
TOTAL CHECK							0.00	182.00
1001	42181	12/06/23	11018	HOME DEPOT CREDIT SERVIC	6260	SUPPLIES PARKS	0.00	27.09
1001	42181	12/06/23	11018	HOME DEPOT CREDIT SERVIC	6200	SUPPLIES STREETS	0.00	70.70
1001	42181	12/06/23	11018	HOME DEPOT CREDIT SERVIC	6200	SUPPLIES STREETS	0.00	146.96
1001	42181	12/06/23	11018	HOME DEPOT CREDIT SERVIC	6260	SUPPLIES PARKS	0.00	168.59
1001	42181	12/06/23	11018	HOME DEPOT CREDIT SERVIC	6200	SUPPLIES STREETS	0.00	186.60
1001	42181	12/06/23	11018	HOME DEPOT CREDIT SERVIC	6200	SUPPLIES STREETS	0.00	254.72
TOTAL CHECK							0.00	854.66
1001	42182	12/06/23	14111	KIMBALL MIDWEST	6260	STREET SUPPLIES	0.00	97.43
1001	42182	12/06/23	14111	KIMBALL MIDWEST	6200	STREET SUPPLIES	0.00	97.43



SUPERION  
 DATE: 12/14/2023  
 TIME: 12:41:26

CITY OF FOWLER  
 CHECK REGISTER - DISBURSEMENT FUND

PAGE NUMBER: 12  
 ACCTPA21

Section 8, ItemA.

SELECTION CRITERIA: transact.check\_no between '42062' and '42236'  
 ACCOUNTING PERIOD: 6/24

FUND - 100 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DEPT	-----DESCRIPTION-----	SALES TAX	AMOUNT
TOTAL CHECK							0.00	194.86
1001	42183	12/06/23	10189	LEAGUE OF CALIFORNIA CIT	6020	MEETING PARRA	0.00	25.00
1001	42184	12/06/23	14911	MARGO MONTOYA	6400	XMAS ON MERCED MUSIC	0.00	300.00
1001	42185	12/06/23	14428	NAVIA BENEFIT SOLUTIONS	6020	COBRA-NOV23	0.00	36.45
1001	42186	12/06/23	10885	NELSONS POWER CENTER	6200	SUPPLIES STREET	0.00	69.99
1001	42187	12/06/23	10237	P G & E - SACRAMENTO	6200	429 E MERCED 11/22/23	0.00	7.14
1001	42187	12/06/23	10237	P G & E - SACRAMENTO	2250	MANN/GLDN ST 11/26/23	0.00	14.29
1001	42187	12/06/23	10237	P G & E - SACRAMENTO	2250	1100 MANN 11/29/23	0.00	16.26
1001	42187	12/06/23	10237	P G & E - SACRAMENTO	2250	300 MERCED 11/29/23	0.00	45.79
1001	42187	12/06/23	10237	P G & E - SACRAMENTO	2250	MERCED/8TH 11/29/23	0.00	91.14
1001	42187	12/06/23	10237	P G & E - SACRAMENTO	2250	GLDST/MAN SIG11/29/23	0.00	109.22
1001	42187	12/06/23	10237	P G & E - SACRAMENTO	2250	ADAMS&GLDNST 11/30/23	0.00	110.41
1001	42187	12/06/23	10237	P G & E - SACRAMENTO	6130	220 E MAIN 11/22/23	0.00	310.35
1001	42187	12/06/23	10237	P G & E - SACRAMENTO	6150	122 S 5TH #A 11/29/23	0.00	325.09
1001	42187	12/06/23	10237	P G & E - SACRAMENTO	2250	700 MERCED A 11/29/23	0.00	1,061.47
1001	42187	12/06/23	10237	P G & E - SACRAMENTO	5000	WELL SITE 8 11/30/23	0.00	1,844.77
1001	42187	12/06/23	10237	P G & E - SACRAMENTO	5000	WELL SITE 7 11/30/23	0.00	13,542.14
TOTAL CHECK							0.00	17,478.07
1001	42188	12/06/23	13655	PROVOST & PRITCHARD	2560	WELL #9 GRANT	0.00	255.00
1001	42188	12/06/23	13655	PROVOST & PRITCHARD	2380	MAIN ST. BIKEWAY	0.00	5,304.20
TOTAL CHECK							0.00	5,559.20
1001	42189	12/06/23	10249	QUILL	6030	SUPPLIES-FIN	0.00	3.80
1001	42189	12/06/23	10249	QUILL	6150	SUPPLIES-PLAN	0.00	22.44
1001	42189	12/06/23	10249	QUILL	6020	SUPPLIES-ADMN	0.00	82.57
TOTAL CHECK							0.00	108.81
1001	42190	12/06/23	10251	R & R AUTO REPAIR SHOP	6120	INSTALL BATTERY U#75	0.00	271.74
1001	42191	12/06/23	14479	RG POWER	6260	SUPPLIES PARKS	0.00	314.35
1001	42192	12/06/23	10274	SAN JOAQUIN VAL AIR POLL	5000	24/25 ANNUAL PERMIT	0.00	290.00
1001	42193	12/06/23	12918	SELMA AUTO MALL	6120	ROTATE TIRES UNIT#40	0.00	123.71
1001	42193	12/06/23	12918	SELMA AUTO MALL	6120	ROTATE TIRES UNIT#45	0.00	123.71
TOTAL CHECK							0.00	247.42
1001	42194	12/06/23	13355	SITE ONE LANDSCAPE SUPPL	6200	SUPPLIES STREETS	0.00	352.29
1001	42195	12/06/23	10763	SUNBELT RENTALS	6200	RENTAL STREETS	0.00	177.24
1001	42196	12/06/23	13543	UNIFIRST CORPORATION	6700	JANITORIAL	0.00	67.20
1001	42196	12/06/23	13543	UNIFIRST CORPORATION	5000	UNIFORMS-PW	0.00	106.16
1001	42196	12/06/23	13543	UNIFIRST CORPORATION	6200	UNIFORMS-PW	0.00	106.16
TOTAL CHECK							0.00	279.52

SUPERION  
 DATE: 12/14/2023  
 TIME: 12:41:26

CITY OF FOWLER  
 CHECK REGISTER - DISBURSEMENT FUND

PAGE NUMBER: 13  
 ACCTPA21

SELECTION CRITERIA: transact.check\_no between '42062' and '42236'  
 ACCOUNTING PERIOD: 6/24

FUND - 100 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DEPT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1001	42197	12/06/23	10725	VERIZON WIRELESS	6170	CELL PHONE10/24-11/23	0.00	347.52
1001	42197	12/06/23	10725	VERIZON WIRELESS	6170	CELL PHONE10/20-11/19	0.00	398.39
TOTAL CHECK							0.00	745.91
1001	42198	12/06/23	14856	WEST COAST ARBORISTS, IN	6260	PARK TREES PRUNNING	0.00	40,095.00
1001	42202	12/13/23	14519	AMAZON CAPITAL SERVICES	6150	CR SUPP PLANNING	0.00	-11.43
1001	42202	12/13/23	14519	AMAZON CAPITAL SERVICES	6150	SUPPLIES-PLANNING	0.00	12.95
1001	42202	12/13/23	14519	AMAZON CAPITAL SERVICES	6150	SUPPLIES PLANNING	0.00	12.95
1001	42202	12/13/23	14519	AMAZON CAPITAL SERVICES	6200	SUPPLIES STREETS	0.00	62.04
1001	42202	12/13/23	14519	AMAZON CAPITAL SERVICES	6400	XMAS ON MERCED	0.00	121.47
TOTAL CHECK							0.00	197.98
1001	42203	12/13/23	14576	ANGELA VASQUEZ	6025	CALPELRA CONF-VASQUEZ	0.00	85.00
1001	42204	12/13/23	12285	ATT	6170	AT&T INTER 12/5-1/5	0.00	1,462.10
1001	42205	12/13/23	14948	BAUGHMAN, KEVEN R	500	UB REFUND	0.00	89.50
1001	42206	12/13/23	10026	BCT CONSULTING	6170	SUPP-CABLING NOV23	0.00	34.55
1001	42206	12/13/23	10026	BCT CONSULTING	6170	VOIP 12/1/2023	0.00	1,018.73
1001	42206	12/13/23	10026	BCT CONSULTING	6170	NETWORK SUPP NOV 23	0.00	2,111.42
1001	42206	12/13/23	10026	BCT CONSULTING	6170	NETWORK SUPPORT NOV23	0.00	2,310.00
1001	42206	12/13/23	10026	BCT CONSULTING	6170	MANAGED SUPP NOV23	0.00	3,470.00
TOTAL CHECK							0.00	8,944.70
1001	42207	12/13/23	10024	BSK ASSOCIATES	5000	WATER TESTING	0.00	199.00
1001	42208	12/13/23	14131	SWEEPING CORP OF AMERICA	2250	LEAF SERVICE NOV23	0.00	1,720.00
1001	42208	12/13/23	14131	SWEEPING CORP OF AMERICA	2250	STREET SWEEP NOV23	0.00	3,325.00
TOTAL CHECK							0.00	5,045.00
1001	42209	12/13/23	14356	COMCAST	6700	CABLE 11/25-12/24	0.00	112.32
1001	42210	12/13/23	14634	DEWBERRY ARCHITECTS INC	7200	PD/SENIOR CTR DESIGN	0.00	52,114.72
1001	42211	12/13/23	14950	DIESEL SPECIALTIES, INC.	6200	F650 REPAIR-PW	0.00	3,417.31
1001	42212	12/13/23	14952	EDWARD BELMONTE	500	UB REFUND	0.00	100.00
1001	42213	12/13/23	14659	FIRE SAFETY SOLUTIONS	6130	INSP & PLAN CK-NOV23	0.00	2,340.00
1001	42215	12/13/23	14245	FOWLER ACE HARDWARE	6200	STREET SUPPLIES	0.00	2.91
1001	42215	12/13/23	14245	FOWLER ACE HARDWARE	6200	STREET SUPPLIES	0.00	4.87
1001	42215	12/13/23	14245	FOWLER ACE HARDWARE	6200	STREET SUPPLIES	0.00	5.40
1001	42215	12/13/23	14245	FOWLER ACE HARDWARE	6200	STREET SUPPLIES	0.00	6.48
1001	42215	12/13/23	14245	FOWLER ACE HARDWARE	6200	STREET SUPPLIES	0.00	8.65
1001	42215	12/13/23	14245	FOWLER ACE HARDWARE	6200	STREET SUPPLIES	0.00	9.30
1001	42215	12/13/23	14245	FOWLER ACE HARDWARE	6200	STREET SUPPLIES	0.00	9.73
1001	42215	12/13/23	14245	FOWLER ACE HARDWARE	6200	STREET SUPPLIES	0.00	10.81
1001	42215	12/13/23	14245	FOWLER ACE HARDWARE	6200	STREET SUPPLIES	0.00	12.56
1001	42215	12/13/23	14245	FOWLER ACE HARDWARE	6200	STREET SUPPLIES	0.00	12.97

SUPERION  
 DATE: 12/14/2023  
 TIME: 12:41:26

CITY OF FOWLER  
 CHECK REGISTER - DISBURSEMENT FUND

PAGE NUMBER: 14  
 ACCTPA21

Section 8, Item A.

SELECTION CRITERIA: transact.check\_no between '42062' and '42236'  
 ACCOUNTING PERIOD: 6/24

FUND - 100 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DEPT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1001	42215	12/13/23	14245	FOWLER ACE HARDWARE	6200	STREET SUPPLIES	0.00	12.98
1001	42215	12/13/23	14245	FOWLER ACE HARDWARE	6200	STREET SUPPLIES	0.00	14.06
1001	42215	12/13/23	14245	FOWLER ACE HARDWARE	6200	STREET SUPPLIES	0.00	15.13
1001	42215	12/13/23	14245	FOWLER ACE HARDWARE	6200	STREET SUPPLIES	0.00	16.19
1001	42215	12/13/23	14245	FOWLER ACE HARDWARE	6200	STREET SUPPLIES	0.00	16.22
1001	42215	12/13/23	14245	FOWLER ACE HARDWARE	6200	STREET SUPPLIES	0.00	16.22
1001	42215	12/13/23	14245	FOWLER ACE HARDWARE	6200	STREET SUPPLIES	0.00	18.37
1001	42215	12/13/23	14245	FOWLER ACE HARDWARE	6200	STREET SUPPLIES	0.00	19.44
1001	42215	12/13/23	14245	FOWLER ACE HARDWARE	6200	STREET SUPPLIES	0.00	20.54
1001	42215	12/13/23	14245	FOWLER ACE HARDWARE	6200	STREET SUPPLIES	0.00	22.71
1001	42215	12/13/23	14245	FOWLER ACE HARDWARE	6200	STREET SUPPLIES	0.00	22.77
1001	42215	12/13/23	14245	FOWLER ACE HARDWARE	6200	STREET SUPPLIES	0.00	24.88
1001	42215	12/13/23	14245	FOWLER ACE HARDWARE	6200	STREET SUPPLIES	0.00	30.26
1001	42215	12/13/23	14245	FOWLER ACE HARDWARE	6200	STREET SUPPLIES	0.00	32.44
1001	42215	12/13/23	14245	FOWLER ACE HARDWARE	6200	STREET SUPPLIES	0.00	34.61
1001	42215	12/13/23	14245	FOWLER ACE HARDWARE	6200	STREET SUPPLIES	0.00	35.68
1001	42215	12/13/23	14245	FOWLER ACE HARDWARE	6200	STREET SUPPLIES	0.00	38.94
1001	42215	12/13/23	14245	FOWLER ACE HARDWARE	6200	STREET SUPPLIES	0.00	41.10
1001	42215	12/13/23	14245	FOWLER ACE HARDWARE	6200	STREET SUPPLIES	0.00	42.20
1001	42215	12/13/23	14245	FOWLER ACE HARDWARE	6200	STREET SUPPLIES	0.00	66.20
TOTAL CHECK							0.00	624.62
1001	42216	12/13/23	14247	FOWLER ACE HARDWARE	5000	WATER DEPT SUPPLIES	0.00	15.14
1001	42216	12/13/23	14247	FOWLER ACE HARDWARE	5000	WATER DEPT SUPPLIES	0.00	20.54
1001	42216	12/13/23	14247	FOWLER ACE HARDWARE	5000	WATER DEPT SUPPLIES	0.00	54.68
1001	42216	12/13/23	14247	FOWLER ACE HARDWARE	5000	WATER DEPT SUPPLIES	0.00	205.62
TOTAL CHECK							0.00	295.98
1001	42217	12/13/23	14249	FOWLER ACE HARDWARE	6260	SUPPLIES PARKS	0.00	0.88
1001	42217	12/13/23	14249	FOWLER ACE HARDWARE	6260	SUPPLIES PARKS	0.00	6.04
1001	42217	12/13/23	14249	FOWLER ACE HARDWARE	6260	SUPPLIES PARKS	0.00	35.69
1001	42217	12/13/23	14249	FOWLER ACE HARDWARE	6260	SUPPLIES PARKS	0.00	40.02
TOTAL CHECK							0.00	82.63
1001	42218	12/13/23	14252	FOWLER ACE HARDWARE	6700	SNR CNTR SUPPLIES	0.00	1.67
1001	42218	12/13/23	14252	FOWLER ACE HARDWARE	6700	SNR CNTR SUPPLIES	0.00	30.27
1001	42218	12/13/23	14252	FOWLER ACE HARDWARE	6700	SNR CNTR SUPPLIES	0.00	58.78
TOTAL CHECK							0.00	90.72
1001	42219	12/13/23	12466	FRESNO EOC	6700	SENIOR LUNCH NOV23	0.00	1,269.65
1001	42220	12/13/23	10600	FRESNO WIRE ROPE, INC	6200	SUPPLIES STREETS	0.00	193.69
1001	42221	12/13/23	13127	HEALTHWISE SERVICES	6120	38 GALLON SHARPS	0.00	286.25
1001	42222	12/13/23	14949	LAWLER EXCAVAION	500	HYDRANT REFUND-WAT04	0.00	1,975.76
1001	42223	12/13/23	14919	LIBERTY CHEMICAL EQUIPME	6200	VEST/HARNESS-ST	0.00	306.75
1001	42224	12/13/23	10350	LK DESIGN	6020	WEBSITE MNT 7/1-9/30	0.00	450.00
1001	42225	12/13/23	10194	LOZANO SMITH	6060	LEGAL SERVICES OCT23	0.00	45.00

SUPERION  
 DATE: 12/14/2023  
 TIME: 12:41:26

CITY OF FOWLER  
 CHECK REGISTER - DISBURSEMENT FUND

PAGE NUMBER: 15  
 ACCTPA21

SELECTION CRITERIA: transact.check\_no between '42062' and '42236'  
 ACCOUNTING PERIOD: 6/24

FUND - 100 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DEPT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1001	42225	12/13/23	10194	LOZANO SMITH	6060	LEGAL SERVICES OCT23	0.00	112.50
1001	42225	12/13/23	10194	LOZANO SMITH	6060	LEGAL SERVICES OCT23	0.00	135.00
1001	42225	12/13/23	10194	LOZANO SMITH	6060	LEGAL SERVICES OCT23	0.00	798.75
1001	42225	12/13/23	10194	LOZANO SMITH	6060	LEGAL SERVICES OCT23	0.00	922.50
1001	42225	12/13/23	10194	LOZANO SMITH	6060	LEGAL SERVICES OCT23	0.00	1,125.00
1001	42225	12/13/23	10194	LOZANO SMITH	6060	LEGAL SERVICES OCT23	0.00	1,472.93
1001	42225	12/13/23	10194	LOZANO SMITH	6060	LEGAL SERVICES OCT23	0.00	1,642.50
1001	42225	12/13/23	10194	LOZANO SMITH	6060	LEGAL SERVICES OCT23	0.00	3,089.90
1001	42225	12/13/23	10194	LOZANO SMITH	6060	LEGAL SERVICES OCT23	0.00	4,797.79
1001	42225	12/13/23	10194	LOZANO SMITH	6060	LEGAL SERVICES OCT23	0.00	6,020.75
1001	42225	12/13/23	10194	LOZANO SMITH	6060	LEGAL SERVICES OCT23	0.00	23,966.18
TOTAL CHECK							0.00	44,128.80
1001	42226	12/13/23	14953	MATTHEW HIGLEY	500	UB REFUND	0.00	71.17
1001	42227	12/13/23	10237	P G & E - SACRAMENTO	6200	127 S 6TH 12/4/23	0.00	10.18
1001	42227	12/13/23	10237	P G & E - SACRAMENTO	6200	1291 W SOUTH 12/4/23	0.00	10.18
1001	42227	12/13/23	10237	P G & E - SACRAMENTO	6200	MERCED/6TH 12/4/23	0.00	10.18
1001	42227	12/13/23	10237	P G & E - SACRAMENTO	6200	MERCED/7TH 12/4/23	0.00	10.18
1001	42227	12/13/23	10237	P G & E - SACRAMENTO	6200	5TH/FRESNO 12/4/23	0.00	10.42
1001	42227	12/13/23	10237	P G & E - SACRAMENTO	6200	5TH/FRESNO 12/4/23	0.00	14.51
1001	42227	12/13/23	10237	P G & E - SACRAMENTO	6200	7TH/TULARE 12/4/23	0.00	25.46
1001	42227	12/13/23	10237	P G & E - SACRAMENTO	5000	ADAMS/5TH 12/4/23	0.00	49.40
1001	42227	12/13/23	10237	P G & E - SACRAMENTO	5000	95 E ADAMS 12/4/23	0.00	65.82
1001	42227	12/13/23	10237	P G & E - SACRAMENTO	6700	420 E MERCED 12/4/23	0.00	68.31
1001	42227	12/13/23	10237	P G & E - SACRAMENTO	6200	420 E MERCED 12/4/23	0.00	84.97
1001	42227	12/13/23	10237	P G & E - SACRAMENTO	6200	2831 E MANN 12/4/23	0.00	89.98
1001	42227	12/13/23	10237	P G & E - SACRAMENTO	6200	GOLDENSTATE B 12/4/23	0.00	100.34
1001	42227	12/13/23	10237	P G & E - SACRAMENTO	6080	128 S 5TH 12/4/23	0.00	108.07
1001	42227	12/13/23	10237	P G & E - SACRAMENTO	6200	4218 GLDNSTAT 12/4/23	0.00	109.91
1001	42227	12/13/23	10237	P G & E - SACRAMENTO	6080	128 S 5TH 12/4/23	0.00	130.42
1001	42227	12/13/23	10237	P G & E - SACRAMENTO	6200	212 E MERCED 12/4/23	0.00	133.29
1001	42227	12/13/23	10237	P G & E - SACRAMENTO	6260	9TH/MERCED 12/4/23	0.00	290.75
1001	42227	12/13/23	10237	P G & E - SACRAMENTO	6260	500 E MERCED 12/4/23	0.00	305.55
1001	42227	12/13/23	10237	P G & E - SACRAMENTO	5000	TEMP/GOLDN 12/4/23	0.00	482.15
1001	42227	12/13/23	10237	P G & E - SACRAMENTO	6700	420 E MERCED 12/4/23	0.00	564.34
1001	42227	12/13/23	10237	P G & E - SACRAMENTO	6200	5TH/FRESNO 12/4/23	0.00	724.77
1001	42227	12/13/23	10237	P G & E - SACRAMENTO	6200	LOAN PROG 12/4/23	0.00	941.28
1001	42227	12/13/23	10237	P G & E - SACRAMENTO	6080	MAIN/5TH 12/4/23	0.00	1,175.57
1001	42227	12/13/23	10237	P G & E - SACRAMENTO	5000	SESWNw231521 12/4/23	0.00	9,488.36
TOTAL CHECK							0.00	15,004.39
1001	42228	12/13/23	11179	R G EQUIPMENT	6260	SUPP PARKS-PARTS	0.00	203.70
1001	42229	12/13/23	14386	SANTA CHARLIE	6400	SANTA TREE LIGHT EVT	0.00	37.50
1001	42230	12/13/23	10518	SIGNMAX!	6200	SUPP ST-SIGNS	0.00	123.53
1001	42231	12/13/23	14896	STAR BUILDING SUPPLIES	6200	RENT-ROTO MIXER ST	0.00	592.50
1001	42232	12/13/23	10763	SUNBELT RENTALS	6200	RENTAL SCISSOR	0.00	330.67
1001	42232	12/13/23	10763	SUNBELT RENTALS	6200	RENTAL ART MANLIFT	0.00	1,202.71

SUPERION  
DATE: 12/14/2023  
TIME: 12:41:26

CITY OF FOWLER  
CHECK REGISTER - DISBURSEMENT FUND

PAGE NUMBER: 16  
ACCTPA21

Section 8, Item A.

SELECTION CRITERIA: transact.check\_no between '42062' and '42236'  
ACCOUNTING PERIOD: 6/24

FUND - 100 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DEPT	-----DESCRIPTION-----	SALES TAX	AMOUNT
TOTAL CHECK							0.00	1,533.38
1001	42233	12/13/23	12587	TORRES FENCE CO INC	6260	PANZAK FENCE-PW	0.00	2,466.00
1001	42234	12/13/23	13543	UNIFIRST CORPORATION	6020	MATS-ADMIN 12/7/23	0.00	32.14
1001	42234	12/13/23	13543	UNIFIRST CORPORATION	6700	JANITORIAL-SN 12/7/23	0.00	60.07
1001	42234	12/13/23	13543	UNIFIRST CORPORATION	6200	UNIFORMS-PW 12/7/23	0.00	108.14
1001	42234	12/13/23	13543	UNIFIRST CORPORATION	5000	UNIFORMS-PW 12/7/23	0.00	108.14
TOTAL CHECK							0.00	308.49
1001	42235	12/13/23	10725	VERIZON WIRELESS	6170	CELL PHONE10/20-11/19	0.00	97.30
TOTAL CASH ACCOUNT							0.00	864,832.14
TOTAL FUND							0.00	864,832.14

SUPERION  
 DATE: 12/14/2023  
 TIME: 12:41:26

CITY OF FOWLER  
 CHECK REGISTER - DISBURSEMENT FUND

PAGE NUMBER: 17  
 ACCTPA21

Section 8, Item A.

SELECTION CRITERIA: transact.check\_no between '42062' and '42236'  
 ACCOUNTING PERIOD: 6/24

FUND - 201 - DISTRICT SALES TAX

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DEPT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1001	42145	11/21/23	13849	AXON ENTERPRISE INC.	2010	AXON TASER/BWC	0.00	10,493.93
1001	42167	11/28/23	13117	VINCENT COMMUNICATIONS	2010	ANTENNA HELICAL	0.00	194.25
1001	42167	11/28/23	13117	VINCENT COMMUNICATIONS	2010	RAPID CHARGERS	0.00	945.00
1001	42167	11/28/23	13117	VINCENT COMMUNICATIONS	2010	HOLSTERS/PROGRAMMING	0.00	1,125.00
1001	42167	11/28/23	13117	VINCENT COMMUNICATIONS	2010	SALES TAX	0.00	1,399.35
1001	42167	11/28/23	13117	VINCENT COMMUNICATIONS	2010	EAR PIECES/MICS	0.00	1,740.00
1001	42167	11/28/23	13117	VINCENT COMMUNICATIONS	2010	ION BATTERIES/CHARGER	0.00	3,765.00
1001	42167	11/28/23	13117	VINCENT COMMUNICATIONS	2010	KENWOOD RADIOS	0.00	9,750.00
TOTAL CHECK							0.00	18,918.60
1001	42199	12/06/23	10122	FRESNO COUNTY FIRE PROTE	2010	VEH GRAPHICS UNIT 30	0.00	1,124.80
1001	42200	12/06/23	14321	LEHR	2010	GRAPHICS FOR PATROL	0.00	5,667.98
1001	42236	12/13/23	10122	FRESNO COUNTY FIRE PROTE	2010	VEHICLE GRAPHICS #80	0.00	1,015.18
TOTAL CASH ACCOUNT							0.00	37,220.49
TOTAL FUND							0.00	37,220.49

SUPERION  
DATE: 12/14/2023  
TIME: 12:41:26

CITY OF FOWLER  
CHECK REGISTER - DISBURSEMENT FUND

PAGE NUMBER: 18  
ACCTPA21

Section 8, Item A.

SELECTION CRITERIA: transact.check\_no between '42062' and '42236'  
ACCOUNTING PERIOD: 6/24

FUND - 212 - ARPA FUNDING

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DEPT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1001	42105	11/08/23	14787	TOOLE DESIGN GROUP LLC	2120	VISUAL IDENTITY	0.00	23,097.50
TOTAL CASH ACCOUNT							0.00	23,097.50
TOTAL FUND							0.00	23,097.50

SUPERION  
DATE: 12/14/2023  
TIME: 12:41:26

CITY OF FOWLER  
CHECK REGISTER - DISBURSEMENT FUND

PAGE NUMBER: 19  
ACCTPA21

Section 8, Item A.

SELECTION CRITERIA: transact.check\_no between '42062' and '42236'  
ACCOUNTING PERIOD: 6/24

FUND - 503 - TCP FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DEPT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1001	42168	11/28/23	13655	PROVOST & PRITCHARD	5030	TCP WELL 7 PM	0.00	98.00
1001	42168	11/28/23	13655	PROVOST & PRITCHARD	5030	TCP WELL 7PM	0.00	1,248.00
TOTAL CHECK							0.00	1,346.00
TOTAL CASH ACCOUNT							0.00	1,346.00
TOTAL FUND							0.00	1,346.00



SUPERION  
DATE: 12/14/2023  
TIME: 12:41:26

CITY OF FOWLER  
CHECK REGISTER - DISBURSEMENT FUND

PAGE NUMBER: 20  
ACCTPA21

Section 8, Item A.

SELECTION CRITERIA: transact.check\_no between '42062' and '42236'  
ACCOUNTING PERIOD: 6/24

FUND - 900 - PUBLIC FINANCING AUTH

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DEPT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1001	42201	12/06/23	10214	NBS	9000	2000 BONDS	0.00	4,250.00
TOTAL CASH ACCOUNT							0.00	4,250.00
TOTAL FUND							0.00	4,250.00
TOTAL REPORT							0.00	930,746.13



## CITY COUNCIL MEETING

TUESDAY, NOVEMBER 07, 2023 at 6:00 PM

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

### MINUTES

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#### 1. MEETING CALLED TO ORDER

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

#### 2. ROLL CALL

##### PRESENT

Daniel Parra

Juan Mejia

Amarjeet Gill

Leonard Hammer

Karnig Kazarian (left at 7:15 p.m.)

##### CITY STAFF PRESENT:

City Manager Tucker, City Attorney Cross, Assistant City Manager Gaffery, Provost & Pritchard Associate Planner Czeshinski, Fresno County Battalion Chief Dominguez, Fresno County Fire Chief Hail, Records Technician Molina, Finance Director Moreno, City Planner Marple, City Engineer Park, Police Chief Reid, Public Works Director Rocha, Recreation Supervisor Hernandez, City Clerk Vasquez.

#### 3. CEREMONIAL PRESENTATIONS

A. Veterans Day Proclamation

#### 4. PUBLIC COMMENT

Six members of the public spoke.

#### 5. CONSENT CALENDAR

Items A-G and Item I

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

**Voting Yea: Hammer, Kazarian, Parra**

#### 6. CONTESTED CONSENT CALENDAR

**Councilmember Kazarian pulled Item H from the Consent Calendar.**

*Seven members of the public spoke.*

Mayor Parra called for a recess at 7:12 p.m.

Mayor Parra reconvened the meeting at 7:14 p.m.

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

**7. GENERAL ADMINISTRATION**

**Finance**

- A. APPROVE Resolution No. 2686 amending the Master Fee Schedule to modify and add fees related to the police department and on-street parking enforcement

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

**Planning**

- B. APPROVE Resolution No. 2688 finding that Vesting Tentative Subdivision Map No. 6409 is consistent with the City of Fowler General Plan and General Plan Environmental Impact Report, absolving it of further environmental analysis pursuant to California Environmental Quality Act Section 15183, and approving the map, subject to the conditions of approval.

*One member of the public spoke.*

**Mayor Pro-Tem Mejia directed staff to add the condition that construction of the new water well be complete before Subdivision Map No. 6409 ground-breaking commences.**

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

**Public Works**

- C. WORKSHOP on water rates

*One member of the public spoke.*

**Council directed staff to move forward with the water rate study as presented.**

**8. STAFF COMMUNICATIONS**

- A. Quarterly update from Fresno County Fire Protection District

*Quarterly update provided by Fresno County Fire Chief Hail.*

*Updates were also provided by City Manager Tucker, Recreation Supervisor Hernandez, Finance Director Moreno, Assistant City Manager Gaffery, and Public Works Director Rocha.*

**9. COUNCILMEMBER REPORTS AND COMMENTS**

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

**Council directed staff to bring forward an agreement with Price Paige in 2024.**

**10. CLOSED SESSION**

Meeting reconvened into Open Session at 9:16 p.m.

No reportable action was taken on either item.

**11. ADJOURN**

**Having no further business, the meeting adjourned at 9:17 p.m.**



## CITY COUNCIL MEETING

### REPORT TO THE CITY COUNCIL

**DATE:** December 19, 2023

**FROM:** MARGARITA MORENO, Finance Director

**SUBJECT:** APPROVE Resolution No. 2690 adopting a Fixed Asset Policy and Surplus Property Policy.

---

### **EXECUTIVE SUMMARY**

This action adopts a new Fixed Asset Policy and Surplus Property Policy replacing the prior policies which were adopted in 2004.

### **BACKGROUND**

The City Council approved a Fixed Asset Acquisition and Accounting Policy and Procedures and an Inventory Control Policy and Procedures on July 22, 2004. Both policies need to be updated to address changes in law and best practices over the past 20 years. Also, the topics addressed and requirements in the two policies have been incorporated into two new proposed policies to more clearly address the applicable requirements and standards.

#### Fixed Asset Policy

The proposed new policy sets the guidelines to safeguard the City’s capital investments and assets, sets responsibility for the custody and inventory of assets, including equipment, and provides financial reporting requirements. The policy defines property that is considered a fixed asset and sets the useful life of that property.

#### Surplus Property Policy

The proposed new policy sets guidelines and procedures for the proper and timely disposal of outdated, aged, non-functional, and unneeded equipment and personal property items owned by the City. The policy establishes consistent disposition practices designed to maximize transparency and potential compensation to the City, and sets recordkeeping requirements to ensure accountability and transparency.

### **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 specific General Plan Goal, Policy, or Action Item. However, this action is consistent with the General Plan’s Community Vision and Supporting Principles.

**FISCAL IMPACT**

There is no immediate fiscal impact with adoption of these policies.

**CONFLICT OF INTEREST**

Staff is not aware of any conflicts of interest.

Attachments

- Resolution No. 2690
- Fixed Asset Policy
- Surplus Property Policy

**RESOLUTION NO. 2690**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FOWLER ADOPTING  
A FIXED ASSET POLICY AND A SURPLUS PROPERTY POLICY FOR THE CITY OF  
FOWLER**

**WHEREAS**, the City’s current Fixed Asset Acquisition and Accounting Policy and Procedures and current Inventory Control Policy and Procedures were adopted by City Council on July 22, 2004; and

**WHEREAS**, Staff now recommend these policies be replaced with updated policies to better address and ensure compliance with applicable current standards and legal requirements; and

**WHEREAS**, a proposed Fixed Asset Policy is attached hereto and recommended for approval for the purpose specific in the proposed Policy; and

**WHEREAS**, a proposed Surplus Property Policy is attached hereto and recommended for approval for the purpose specific in the proposed Policy; and

**WHEREAS**, the proposed Fixed Asset Policy and proposed Surplus Property Policy are attached to this resolution and incorporated herein by reference.

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

1. The Fixed Asset Acquisition and Accounting Policy and Procedures and Inventory Control Policy and Procedures approved by the City Council on July 22, 2004, are hereby repealed in their entirety.
2. The Fixed Asset Policy attached hereto is approved to be effective immediately.
3. The Surplus Property Policy attached hereto is approved to be effective immediately.

**PASSED, APPROVED AND ADOPTED** this 19th day of December 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  
Fixed Asset Policy  
Approved by Resolution 2690  
December 19, 2023**

**1. Purpose**

The purpose of this Fixed Asset Policy is to establish guidelines and procedures for the acquisition and management of fixed assets owned by the City of Fowler. This Policy aims to ensure proper accountability, maintenance, and utilization of fixed assets throughout their lifecycle. The City of Fowler is committed to effectively managing its fixed assets to ensure efficient service delivery, safeguarding of public resources, and compliance with relevant laws and regulations. All fixed assets shall be acquired, safeguarded, tracked, disposed, and accounted for in a consistent and transparent manner in accordance with this Policy.

**2. Designation and Responsibility**

- a. The City Manager or their designee shall serve as the Purchasing Officer (FMC 2-519).
- b. The Purchasing Officer may promulgate the processes and forms consistent with this Policy as necessary to implement this Policy.

**3. Definitions**

- a. Capitalization Threshold –The minimum value at which a fixed asset is recorded and capitalized in the financial statements. The City’s capitalization threshold is set at \$5,000.
- b. Estimated Useful Life – The period over which the original or capitalized cost of an asset is to be allocated and recorded as an expense. The useful life is determined by Internal Revenue Service guidelines: <https://www.irs.gov/pub/irs-pdf/p946.pdf>.
- c. Fixed Asset – Real or personal property with a purchase price equal to or greater than the capitalization threshold and a useful life of two (2) years or longer.
- d. Inventoriable Asset – Any tangible or intangible asset which is not required to be capitalized but where care must be taken to ensure that adequate control is maintained to protect against the risk of theft, ensure legal and regulatory compliance, protect public safety, and protect against potential risk of liability.

**4. Acquisition of Fixed Assets**

- a. Procurement – Refer to the City’s *Purchasing Policy*.
- b. Recording and Capitalization – Fixed assets meeting the capitalization threshold shall be recorded in the financial records and capitalized in accordance with applicable accounting standards related to all boards.
- c. Asset Identification – Each fixed asset shall be assigned a unique identifier and affixed with an asset tag (where feasible) for tracking and identification purposes.

- d. Documentation – Proper documentation, including, but not limited to, asset register, invoices, contracts, and warranty information, shall be maintained for all fixed asset acquisitions consistent with the City’s *Records Retention Policy*.

**5. Asset Tracking and Management**

- a. Asset Register – Maintain an accurate and up-to-date asset register that includes relevant information such as asset description, location, acquisition date, cost, depreciation method, and responsible department.
- b. Physical Verification – Conduct annual physical inventory verifications to reconcile all assets listed on the register with their physical existence.
- c. Maintenance and Repairs – Department Heads shall establish maintenance procedures to ensure upkeep and maintenance of fixed assets under their control.
- d. Disposal – Refer to the City’s *Surplus Property Policy*.

**6. Depreciation**

The City has adopted and utilizes the straight-line method for depreciation, based on the asset's estimated useful life and accounting standards. The City’s Finance Director shall maintain accurate depreciation records to ensure compliance with applicable accounting principles and standards, and applicable regulatory requirements.

**City of Fowler  
Surplus Property Policy  
Approved by Resolution 2690  
December 19, 2023**

**1. Purpose**

The purpose of this Surplus Property Policy is to establish guidelines and procedures for the disposal of surplus personal property owned by the City of Fowler. This Policy is intended to govern the proper and timely disposal of outdated, aged and non-functional equipment and personal property, ensure transparency and full use of city resources through their useful life, and ensure the City’s fixed assets are disposed and accounted for in accordance with the state and federal regulations, audit requirements, and accounting principles applicable to the City government.

**2. Code References and Authority**

- a. The City Manager or their designee shall serve as the Purchasing Officer (FMC 2-519).
- b. In accordance with this Policy, the City Manager (or designee) has the authority to declare as surplus and dispose of property with an estimated current market value not exceeding \$10,000 per unit.

**3. Definitions and Responsibilities**

- a. The Purchasing Officer shall be responsible for managing City owned personal property.
- b. The Purchasing Officer may promulgate the processes and forms consistent with this Policy as necessary to implement this Policy.
- c. Property – Any item purchased by or donated to the City with a unit price of \$500 or more at the time of purchase.
- d. Real Estate – This Policy shall not govern or apply to the surplus declaration or disposal of real property owned by the City, which is governed by the State of California Surplus Lands Act.
- e. Surplus – Property that is no longer needed, has reached the end of its useful life, or if replacement or upgrade is necessary, and has been declared surplus consistent with this Policy.
- f. Dispose – After an item of Property has been declared surplus, it may be disposed of consistent with this Policy.
- g. Firearms – This Policy shall not govern or apply to the disposal of surplus firearms (former service weapon) in accordance with Penal Code section 27610 and a written agreement between the City and a current Fowler Police Officer.

#### 4. Process for Declaring Property as Surplus

- a. Department Head shall provide written notification to the Purchasing Officer recommending that an item of Property be declared surplus.
- b. The Purchasing Officer shall attempt to ascertain the purchase date and purchase price of the Property.
- c. The Purchasing Officer shall then determine an estimated current market value.
- d. The City Manager may then declare the Property surplus and eligible for disposal consistent with this Policy.

#### 5. Disposal Methods

The City Manager shall use the following methods for disposal of Surplus Property:

- a. Competitive Bidding – Obtain at least three sealed bids from interested parties after written notice has been provided or published as deemed reasonable by the City Manager.
- b. Auction – Utilize an online auction service and post Surplus Property for at least ten (10) days.
- c. Donation – Donation to a 501(c) nonprofit organization operating in Fowler, or that serves the residents of Fowler.
- d. Trash or Recycling – Property that was unsuccessful in bidding or auction, or Property that is de minimis in value may be placed in the trash or recycling, or otherwise discarded in accordance with applicable law.
- e. The City Manager shall use good judgement and care in ensuring that the disposal method obtains the best net return on Surplus Property to the City while minimizing the cost to implement.
- f. Employees – Surplus Property may be made available to and purchased by any employee only after the Property has been made available to the public in accordance with Section 5, subsections (a) or (b) above and not sold, or not otherwise disposed pursuant to Section 5, subsections (c) or (d) above. Any sale or disposal of Surplus Property to a City of Fowler employee must occur at an auction open to the public after which public notice has been posted in the same manner as City Council meeting agendas are posted outside the City Council chambers. Separate payment for the Property item must be made at the time possession of the Property item is transferred to the buyer, and no arrangement for future deduction from City compensation shall be authorized.

#### 6. Recordkeeping & Reporting

- a. The Purchasing Officer shall maintain an accurate record of all Property declared surplus and its disposal. This shall be maintained consistent with the City's *Records Retention Policy*.
- b. The Purchasing Officer shall prepare a biannual report to the City Council on the disposal of all Surplus Property.



## CITY COUNCIL MEETING

### REPORT TO THE CITY COUNCIL

**DATE:** December 19, 2023

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

**SUBJECT:** APPROVE Resolution No. 2691 authorize the City Manager to Submit an Application to the Fresno Council of Governments for REAP 2.0 Grant Funds

### **EXECUTIVE SUMMARY**

This action authorizes the City Manager to submit an application for REAP 2.0 Grant Funds and execute any agreements necessary for the use of funds. Funds would be used to make capital improvements to serve the parcels located near 8th, 10th, and Tuolumne Streets to facilitate future housing developments.

### **BACKGROUND**

Assembly Bill 140 established the Regional Early Action Planning (REAP 2.0) program in 2021 which designated \$600 million in funding for projects that further State housing goals. This year Fresno Council of Governments (Fresno COG) are set to receive \$13 million in funding from the Department of Housing and Community Development (HCD) as part of this program. These funds will be distributed to member agencies for projects that construct capital improvements to promote infill development, affordable housing, and housing near high-quality transit.

Staff intends to submit an application to make capital improvements to serve the parcels located near 8th, 10th, and Tuolumne Streets, which are identified in the draft 6th Cycle Housing Element as a potential site for lower-income housing development. Staff will evaluate the necessary improvements but anticipate paving 10th Street and installing curb and gutter, among other capital improvements, around the block. The grant funds requested will help prepare the site for development, meeting grant goals for infill affordable housing development near transit. Additionally, the proposed project would work towards 6th Cycle Housing Element goals and progress towards the Regional Housing Needs Allocation (RHNA).

### **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**

The proposed project is consistent with goals outlined in the 6th Cycle Housing Element update, which is currently in the drafting and adoption process. The project would further facilitate housing development on a site identified in the sites inventory and contribute to progress towards the Regional Housing Needs Allocation.

**FISCAL IMPACT**

Every item must have a fiscal impact section. N/A is not acceptable.

**CONFLICT OF INTEREST**

Staff is not aware of any conflicts of interest.

Attachments

- Resolution No. 2691

**RESOLUTION NO. 2691**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FOWLER  
COUNTY OF FRESNO, STATE OF CALIFORNIA**

**AUTHORIZING APPLICATION FOR AND RECEIPT OF REGIONAL EARLY  
ACTION PLANNING (REAP) 2.0 GRANT PROGRAM FUNDS**

**WHEREAS**, the California Department of Housing and Community Development (“Department”) has provided funding under the Local Government Planning Support Grants Program (LGPSGP) to the Fresno Council of Governments (Fresno COG) as authorized by law; and

**WHEREAS**, the Local Government Planning Support Grants Program funds provided to Fresno COG are now available to cities in Fresno County under the Regional Early Action Planning (REAP) 2.0 Grant Program; and

**WHEREAS**, the City wishes to apply for eligible REAP 2.0 grant funds to be used as authorized by applicable law.

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

1. The City Manager is hereby authorized and directed to complete and submit an application and any necessary supporting materials and information needed to request REAP 2.0 grant funds.
2. The City, under the direction of the City Manager, is hereby authorized to use all such REAP 2.0 funds awarded to the City only for eligible activities as authorized by applicable law, regulations, Department guidelines, and REAP 2.0 grant agreement.
3. The City Manager is authorized to enter into, execute, and deliver any agreement and other documents deemed necessary or appropriate to evidence and secure the REAP 2.0 grant allocation and the City of Fowler obligations related thereto.

**PASSED, APPROVED AND ADOPTED** this 19th day of December 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:** December 19, 2023

**FROM:** ANGELA VASQUEZ, City Clerk / Human Resources Officer

**SUBJECT:** APPROVE Resolution No. 2692 approving the updated Employee Benefits Handbook.

---

### **EXECUTIVE SUMMARY**

This action adopts a new Employee Benefits Handbook, replacing the prior policies which were adopted through Resolution No. 2655

### **BACKGROUND**

The City Council approved the City’s Employee Benefits Handbook on July 18, 2023. The Benefits Handbook needs to be updated to address changes in the law and to include the following information:

- Add Section 17: Uniforms & Equipment.
- Add Section 18: Water Division On-Call Stipend.
- Add Section 19: One-Time Cash-Out provision.
- Provide additional sick leave hours for part-time employees in accordance with Senate Bill 616.

The City has also made grammatical changes to the Employee Handbook.

### Senate Bill 616

Effective January 1, 2024, Senate Bill 616 amends the Healthy Workplaces, Health Families Act of 2014 (Labor Code section 245 et. seq.) to now require that eligible employees receive five days, or forty (40) hours of paid sick leave in every twelve (12) month period. This is an increase from the City’s current policy which provides each part time employee with twenty-four (24) hours of sick leave on July 1<sup>st</sup> of each year.

Due to the changes in the law, effective January 1, 2024, each part time employee will receive two extra days accounting for sixteen (16) hours of sick leave. Thereafter, the City will provide each part time employee with forty (40) hours of sick leave on July 1<sup>st</sup> every 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**

This action is not associated with a specific General Plan Goal, Policy, or Action Item. However, this action is consistent with the General Plan’s Community Vision and Supporting Principles.

**FISCAL IMPACT**

Uniforms, equipment, on-call pay, and call-back pay will be absorbed in the Fiscal year 2023/24 adopted budget. The cash out provision will reduce the City’s long-term liability.

**CONFLICT OF INTEREST**

Staff is not aware of any conflicts of interest.

Attachments

- Resolution No. 2692
- Employee Benefits Handbook

**RESOLUTION NO. 2692**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FOWLER  
APPROVING UPDATED EMPLOYEE BENEFITS HANDBOOK**

**WHEREAS**, the City Council, on July 18, 2023, by approval of Resolution No. 2655, approved the City of Fowler Employee Benefits Handbook which provides certain benefits and conditions of employment for City employees; and

**WHEREAS**, the City Council desires to make changes to the benefits and conditions of employment and there is a need to update the Employee Benefits Handbook as proposed in the Employee Benefits Handbook attached to this Resolution; and

**WHEREAS**, all employees have been notified of the proposed changes to the benefits and conditions set forth in the updated Employee Benefits Handbook attached to this Resolution.

**NOW THEREFORE, BE IT RESOLVED** by the City Council of the City of Fowler that the City of Fowler Employee Benefits Handbook, attached hereto as Exhibit A, is hereby approved, and incorporated herein as part of this Resolution and shall supersede the prior Employee Benefits Handbook approved with Resolution No. 2655 and be effective beginning on January 1, 2024.

**PASSED, APPROVED AND ADPOTED** on December 19, 2023, at a regular meeting of the City Council of the City of Fowler by the following vote:

- AYES:
- NOES:
- ABSTAIN:
- ABSENT:

APPROVED:

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

ATTEST:

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

**CITY OF FOWLER**  
**EMPLOYEE BENEFITS HANDBOOK**

## Table of Contents

INTRODUCTION ..... 3

SECTION 1. EMPLOYMENT STATUS..... 3

SECTION 2. LEAVE OF ABSENCE WITHOUT PAY..... 5

SECTION 3. SICK LEAVE. .... 6

SECTION 4. BEREAVEMENT LEAVE..... 8

SECTION 5. MILITARY LEAVE..... 9

SECTION 6. JURY SERVICE. .... 10

SECTION 7. CALIFORNIA FAMILY RIGHTS ACT AND FEDERAL FAMILY AND MEDICAL LEAVE ACT..... 11

SECTION 8. LEAVE OF ABSENCE FOR POLICE OFFICERS FOR INJURY OR ILLNESS IN LINE OF DUTY. .... 13

SECTION 9. VACATION. .... 14

SECTION 10. HOLIDAYS ..... 15

SECTION 11. OVERTIME. .... 17

SECTION 12. ADMINISTRATIVE LEAVE FOR FLSA EXEMPT EMPLOYEES..... 18

SECTION 13. SALARY STEPS AND EVALUATIONS..... 19

SECTION 14. HEALTH BENEFITS..... 20

SECTION 15. AUTOMOBILE ALLOWANCE..... 21

SECTION 16. RETIREMENT AND RETIREES. .... 22

**SECTION 17. UNIFORMS & EQUIPMENT.....23**

**SECTION 18. WATER DIVISION ON-CALL STIPEND .....24**

**SECTION 19. ONE-TIME CASH-OUT.....25**

## INTRODUCTION

The City of Fowler Employee Benefits Handbook (“Handbook”) has been approved by Resolution of the Fowler City Council at a duly authorized City Council meeting and may be amended by Resolution of the City Council. References herein to “Resolution” are deemed to mean all Resolutions of the City Council approving this Handbook and any amendments thereto.

### SECTION 1. EMPLOYMENT STATUS.

(a) At-Will Positions. All positions within the City of Fowler are designated as “at-will” positions, unless there is a written agreement approved by the City Council to the contrary. At will means that either the City or the employee can terminate the employment at any time.

(b) Personnel Officer. The City Manager or their designee, shall act as the Personnel Officer for the City of Fowler. The Personnel Officer shall be responsible for ascertaining and establishing the duties, responsibilities, and working job titles of all positions in the City.

(c) Authority. The Personnel Officer shall establish practices, policies and procedures as may be necessary to effectuate the provisions of this Handbook, the duties of the positions, and the law. The Personnel Officer shall maintain an official personnel file for all City employees.

(d) Full-Time Positions. Full-Time is defined as forty (40) hours of actual attendance during a week, or eighty (80) hours of actual attendance on duty during a two-week period, less time off on authorized leaves of absence as provided for in this Handbook. A week shall be defined as the period from 12:00 a.m. Sunday to 11:59 p.m. Saturday.

(e) Part-Time Positions. The City Manager is further authorized to create part-time, temporary, or contract positions within the City as may be necessary. No employee in ~~a part-time~~ **these** positions shall work more than one thousand (1,000) hours in a calendar year, or thirty-nine (39) hours per work week. These positions shall not be included in the Position Authorization Resolution, unless such position is provided with medical benefits.

(f) Definitions.

(1) Hire Date. First day of full or part-time employment with the City.

(2) Appointment Date. Date employee is appointed to a position. This may be the same date as Hire Date.

(g) Hours of Work. The regular minimum workday for full-time employees shall be eight (8) hours, 8:00 a.m. to 5:00 p.m., with a one (1) hour meal period. The Personnel Officer shall have the authority to approve any deviations from these hours of work based on operational need.

(h) Outside Employment. No employee shall engage in any outside employment which would lessen or interfere with their ability to perform City duties competently and with their best effort. No employee shall engage in any outside employment which may involve a conflict of commitment, conflict of interest, or perception of a conflict of interest. The Personnel Officer is responsible for promulgating policies and procedures to implement this directive.

(i) Resignation. An employee wishing to resign from City service must do so in writing to the Personnel Officer and state an effective date of the resignation. Resignations shall be considered final once accepted by the Personnel Officer and may **only** be rescinded **by** no later than the effective date of the resignation **and** only with the written approval of the Personnel Officer. Employee Health Benefits shall be provided through the calendar month of the employee's last day of employment.

SECTION 2. LEAVE OF ABSENCE WITHOUT PAY.

(a) Granting. The Personnel Officer may grant a leave of absence from duty without pay to an employee for a period not exceeding one year.

(b) Benefits. During such leave without pay, no benefits outlined in this Handbook or any Resolution will be provided, except for those required by law. Furthermore, except for situations that qualify for protected leave status (FMLA, CFRA, PDL, active Workers' Compensation claims, etc.), employees must exhaust all available accumulated leave balances before they can request leave without pay.



### SECTION 3. SICK LEAVE.

(a) Full-Time Employees. Full-time employees shall accumulate sick leave at the rate of eight (8) hours for each completed calendar month of employment.

(b) Part-Time Employees. **On January 1, 2024, part-time employees shall receive a one-time allocation of sick leave in the amount of sixteen (16) hours.**

Part-time employees shall accumulate ~~twenty-four~~ **forty (2440)** hours of sick leave annually on July 1.

(c) Accumulation of Sick Leave.

(1) There shall be no maximum accumulation of sick leave hours for both full-time and part-time employees.

(2) Accumulated or accrued sick leave balance shall not be vested and upon employee separation from City service employees shall not receive any compensation for any unused sick leave hours.

(d) An Employee May Take Sick Leave for the Following:

(1) Illnesses, injury, or disability related to pregnancy.

(2) Exposure to contagious disease.

(3) Medical, dental, vision, other physical or medical examinations or treatments by a licensed practitioner when approved in advance by the department head or designee, based on operational need.

(e) Family Care. Family care, meaning illness or injury of an immediate family as defined in Section 4(c).

(1) Employees may use up to one-half (1/2) of an employee's annual accrued sick leave hours for family care, consistent with California Labor Code Section 233.

(2) The Personnel Officer may authorize the use of accrued sick leave for family care beyond the maximum set forth above. Such requests must be accompanied by a physician's statement or other appropriate verification.

(f) Physician's Statement. The department head or designee may require the employee to provide a licensed health care provider's statement or other appropriate verification when absent due to illness/injury.

(g) Sick Leave While on Vacation. Leave on account of sickness while on vacation shall be allowed only if the employee is confined to a hospital and employee provides verification of such.

(h) Reporting and Requesting Sick Leave. The Personnel Officer shall develop a policy for reporting and requesting absences. An employee shall be responsible for reporting an absence or requesting an absence consistent with such policy. Extenuating circumstances may prevent an employee from calling in before the start of their shift, but the employee shall make every effort to call in as close to the start of the shift as possible.

(i) Pregnancy Related Disability Leave or Transfer.

(1) Leave of Absence. Any employee who is disabled on account of pregnancy, childbirth, or related conditions may take a pregnancy-related leave for up to four (4) months, in addition to any family care medical leave which the employee may be entitled under the Family Care and Medical Leave Policy.

(2) Temporary Transfer Before Childbirth. Any employee affected by pregnancy is entitled to transfer less strenuous or hazardous duties if the transfer is medically necessary and the transfer can be reasonably accommodated.

(3) Substitutions of Paid Leave for Pregnancy-Related Disability Leave. An employee taking pregnancy-related disability leave must substitute any available sick pay for the employee's leave and may, at the employee's option, substitute any accrued vacation time for the employee's leave. The substitution of paid leave for pregnancy-related disability leave does not extend the total duration of the leave to which an employee is entitled.

(4) Leave Effects on Benefits. If an employee taking a pregnancy-related disability leave is also eligible for family medical leave under this policy, then the employee is entitled to the City's continuation of benefits as described herein up to a maximum of four (4) months in a twelve (12) month period.

(j) Other Disability Leaves.

(1) In addition to medical or pregnancy-related disability leaves, employees may take a temporary disability leave of absence, if necessary, to reasonably accommodate a workplace injury or an ADA-qualified disability. Any disability leave under this section may run concurrently with any medical leave to which the employee is entitled to.

(2) Employees taking disability leave must comply with the Family and Medical Leave Act and California Family Rights Act regarding the substitution of paid leaves, notice, and medical certification. Employees will not receive pay during disability leave.

(3) If the employee's disability leave extends beyond twelve (12) weeks in a twelve (12) month period, the employee will not be entitled to any continued employee contributions towards any employee benefit plan. An employee may elect to continue participating in such benefit plans, at the employee's own expense, to the extent permitted by such plans.

SECTION 4. BEREAVEMENT LEAVE.

(a) Usage. The Personnel Officer may grant up to forty (40) hours of Bereavement Leave for each death of an immediate family member for both full-time and part-time employees. Employee must be in a paid status at the time of both the request for and use of Bereavement Leave. Bereavement Leave need not be used all at once. Bereavement Leave must be used within six (6) months of granting.

(b) Verification. The department head or designee may require the employee to provide verification to be eligible for Bereavement Leave. If requested, the employee shall provide verification within thirty (30) days of the first day of the leave. Verification includes, but is not limited to, a death certificate, a published obituary, or written verification of death, burial, or memorial services from a mortuary, funeral home, burial society, crematorium, religious institution, or governmental agency.

(b) Other Leave. Up to eighty (80) hours of sick leave may be used to supplement Bereavement Leave for each death of an immediate family member, with the approval of the Personnel Officer. Other accumulated leave balances may also be used to supplement Bereavement Leave, with the approval of the Personnel Officer.

(c) Immediate Family is Defined as:

- (1) The employee’s spouse or domestic partner.
- (2) The employee’s or the employee’s spouse’s or domestic partner’s parent, grandparent, great grandparent, sibling, child, grandchild, aunt, or uncle, whether related by birth or marriage.
- (3) A person related by blood or marriage to the employee or employee’s spouse or domestic partner living in the immediate household of the employee who is not a domestic employee or sublessee.

## SECTION 5. MILITARY LEAVE.

Military Leave for City employees shall be granted in accordance with State and Federal law.

## SECTION 6. JURY SERVICE.

(a) **Schedule.** Any full-time or part-time employee on any shift or work schedule shall be granted leave with pay for the actual time spent on jury service, not to exceed the number of hours in the employee's **scheduled** hours of work. Jury service time shall include travel time and the meal period provided by the Court. If an employee's jury service plus the time to change into appropriate work attire, and report for City Service is more than seventy-five percent (75%) of ~~their~~ **the employee's** hours of work, **the employees** does not need to report for work following the completion of jury service.

(b) **Full-Time Employees.** A full-time employee performing jury service shall receive their regular salary.

(c) **Part-Time Employees.** A part-time employee performing jury service shall receive their regular hourly rate of pay for only those hours scheduled to work.

(d) **Notification.** Employees shall notify their department head or designee when employee receives initial jury service notification. Employee shall notify their department head or designee when actual jury service is required.

(e) **Verification.** Employee shall request a receipt from the Court for verification of actual jury service and provide receipt to department head or designee.

(f) **Compensation.** Employee need not request compensation from the Court for jury service, but if provided, shall be remitted to the City. Employee may keep any mileage or meal payments made by the Court.

## SECTION 7. CALIFORNIA FAMILY RIGHTS ACT AND FEDERAL FAMILY AND MEDICAL LEAVE ACT.

(a) Family Leave Rights. Eligible City employees shall receive the rights and benefits of the California Family Rights Act ("CFRA") and the Family and Medical Leave Act ("FMLA") referred to collectively herein as "Family Leave." as outlined in an Administrative Regulation established by the Personnel Officer.

(b) Eligibility. To be eligible for family medical leave the employee must have worked for:

(1) The City for at least twelve (12) months;

(2) At least 1,250 hours in the twelve (12) calendar months immediately preceding the leave; and

(3) For FMLA purposes, the City must employ fifty (50) employees for an employee. At times, the City has less than fifty (50) employees on the City's payroll.

(4) The CFRA eliminated the 50-employee requirement, and as such, City employees are eligible for CFRA irrespective of the number of employees on payroll.

(c) Qualifying Reasons for FMLA/CFRA Leave. An employee may take up to twelve (12) weeks of unpaid job-protected family medical leave within a twelve (12) month period for any of the following reasons:

(1) Birth of a child (including baby bonding with newborn within one year of birth).

(2) Placement of a child with the employee for adoption or foster care and to bond with child within one year of placement.

(3) Serious health condition of employee that prevents employee from working.

(4) To care for an immediate family member with a serious health condition.

(5) A qualifying exigency arising out of the fact that the employee's spouse, son, daughter, or parent is a military member on covered active duty or call to covered active-duty status. For CFRA purposes, leave may be taken to care for an employee's domestic partner.

(d) Amount and Calculation of Leave. FMLA and CFRA Leave shall include up to a total of twelve (12) weeks of unpaid, job protected leave during the twelve (12) month period measured backward from the date the employee uses FMLA/CFRA leave. Women disabled by pregnancy may be eligible to take up to four (4) months of job protected pregnancy disability leave prior to taking FMLA/CFRA leave. Other disability leave will run concurrent with FMLA/CFRA leave.

An employee may take FMLA leave for greater than twelve (12) weeks for certain qualifying reasons under the FMLA. For instance, an eligible employee may take up to twenty-six (26) work weeks of leave to care for a covered service member with a serious injury or illness.

(e) Notice of Leave. If an employee's leave is foreseeable, the employee must provide the City at least thirty (30) days prior notice. If an employee is not able to provide a thirty (30)day notice, the employee must provide notice as soon as practicable. After receiving an employee's notice, the City must comply with the requisite notice and procedural requirements for requesting leave, absent unusual circumstances. Failure to provide such notice may be grounds for delay of leave.

An employee's notice must include sufficient information for the City to determine if the employee qualifies for FMLA/CFRA protected leave and the anticipated timing and duration of the leave. The City can request for FMLA/CFRA leave to be supported by a medical certification.

(f) Exhaustion of Paid Leave and Use of Sick Leave. Employees shall use the following: (1) accumulated vacation and (2) accumulated compensatory time off during a qualifying FMLA/CFRA designated leave. An employee may use accumulated sick leave if the basis of the FMLA/CFRA designated leave could also be considered a basis for using sick leave. An employee's FMLA/CFRA designated leave will run concurrent with vacation, compensatory time off, and sick leave utilized by the employee.

(g) Maintenance of Benefits. During FMLA/CFRA designated leave, the City will maintain any employee, health, dental, vision, and life insurance coverage for a maximum of twelve (12) weeks.

(h) Reinstatement Rights. Upon return from FMLA/CFRA designated leave, an employee is generally entitled to be returned to the same, equivalent or a comparable position with the equivalent pay, benefits, and other employment terms. There are exceptions to this general rule including but not limited to "key employees" as defined by law and under specified conditions.

SECTION 8. LEAVE OF ABSENCE FOR POLICE OFFICERS FOR INJURY OR  
ILLNESS IN LINE OF DUTY.

Labor Code Section 4850 requires that any City police officer (as defined therein) who is temporarily or permanently disabled by injury or illness arising out of and in the course of their duties shall be entitled to leave of absence without loss of salary, in lieu of any temporary disability payments or maintenance allowance payments, for the period of disability but not exceeding one year, or until such earlier date as employee is retired for permanent disability. Any temporary disability payments otherwise payable to any such City police officer by the City's workers' compensation insurer shall be paid to the City.



## SECTION 9. VACATION.

(a) Accumulation. Employees in full-time positions shall accumulate vacation leave with pay at the following rates, based on the table below.

Employees in part-time positions shall accumulate vacation leave at a pro-rated amount based on hours worked in each calendar month.

<u>Range</u>	<u>Years of Service from Hire Date</u>	<u>Accumulation Rate</u>
I	Less than 5 years	6.67 hours per month
II	Over 5 but less than 10 years	10 hours per month
III	Over 10 years	13.33 hours per month
IV	FLSA Exempt Employees, regardless of hire date	13.33 hours per month

(b) When Vacation Leave to be Taken. Employees shall submit vacation requests in accordance with the process prescribed by the Personnel Officer. Vacation approvals shall be based on the City’s operational needs. Employee vacation requests shall be approved by the Department Head, Department Head requests shall be approved by the City Manager, and City Manager vacation requests shall be approved by the Mayor.

(c) Maximum Accumulation. The maximum hours of vacation leave an employee may accumulate or accrue at any one time is 320 hours. No additional vacation leave shall accrue beyond 320 hours until the total accumulated leave balance falls below the maximum.

~~(1) — Employees with balances above 320 hours. Retention. Notwithstanding anything to the contrary herein, any employee who has accumulated a vacation leave balance of more than 320 hours as of December 1, 2022, shall continue to accrue vacation leave above 320 hours until November 30, 2023. As of December 1, 2023, employees with a vacation leave balance above 320 hours as authorized by the previous sentence shall not accrue vacation leave until the employee’s vacation leave balance is less than the 320-hour maximum.~~

(d) Separation. Upon employee separation, any unused vacation leave shall be paid as a lump sum as part of the employee’s final compensation.

## SECTION 10. HOLIDAYS

(a) Holidays Observed. "Holiday" wherever used in this Resolution, shall mean and refer only to the following days of each year:

- (1) January 1 (New Year's Day)
- (2) January 15 (Martin Luther King, Jr. Birthday)
- (3) Third Monday in February (Presidents Day)
- (4) March 31 (Cesar Chavez Day)
- (5) Good Friday (Friday before Easter)
- (6) Last Monday in May (Memorial Day)
- (7) Fourth of July
- (8) First Monday in September (Labor Day)
- (9) Second Monday in October (Indigenous Peoples' Day)
- (10) November 11 (Veterans Day)
- (11) Thanksgiving Day
- (12) Friday after Thanksgiving Day
- (13) One-half ( $1/2$ ) day, beginning at 12:00 noon on December 24
- (14) December 25 (Christmas)
- (15) One-half ( $1/2$ ) day, beginning at 12:00 noon on December 31
- (16) A Personal Holiday which shall be accumulated as eight (8) hours of Personal Holiday leave on July 1 of each year. At no time shall the Personal Holiday balance exceed eight (8) hours. Employees may request use of Personal Holiday consistent with Section 9 of this Resolution. Personal Holiday hours must be used in a single eight (8) hour increment. Personal Holiday leave shall not be paid as part of Holiday CTO payout. Upon employee separation, employees shall not receive any payment for unused Personal Holiday hours.
- (17) Any day or part of a day declared by the City Council, by ordinance or resolution, to be a Holiday.

(a) City Offices. City offices and other facilities, except those providing essential public services, such as police and fire protection, shall be closed on said holidays.

(b) Holiday Schedule. Each year, the Personnel Officer shall create a Holiday Schedule for the purpose of addressing holidays falling on weekends.

(c) Full-Time Employees. Every full-time employee shall be entitled to leave of absence without loss of pay on every holiday, unless required to work, in which case they shall be compensated for such work with Holiday CTO.

(d) Holiday Compensatory Time Off (CTO).

(1) Earning Holiday CTO. If an employee is required to work on a holiday as part of their regular shift, the employee shall earn the number of Holiday CTO hours equal to the number of hours the employee is normally scheduled to work on the day the holiday is observed. If an employee is required to work on a holiday not as a part of their regular shift, the employee shall be compensated as overtime pursuant to Section 11 of this Resolution. The Personal Holiday shall not be included for purposes of this provision and the eight (8) hours of Personal Holiday leave shall not be included in Holiday CTO hours.

(2) Use and Payment of Holiday CTO. Holiday CTO must be used within 180 days of being earned. After 180 days, the Holiday CTO will automatically be paid out at the employee's overtime rate. Personal Holiday leave shall not be paid as part of Holiday CTO pay out.

(3) FLSA Exempt Employees. FLSA exempt employees required to work on a holiday shall be granted informal holiday time off at the discretion of the City Manager.

(e) Holiday Leave for Police Sergeants, Corporals, and Officers.

(1) Eligibility. Police Sergeants, Corporals, and Officers shall accrue Holiday Leave in lieu of Holidays or Holiday CTO.

(2) Accumulation. Eligible employees shall accrue ten (10) hours of Holiday Leave per month in lieu of the Holidays in Section 10(a).

(3) Cash-Out. Eligible employees may cash-out their accumulated Holiday Leave at any time, in ten (10) hour increments, by submitting a written cash-out request as specified by the Personnel Officer. Cash-out payments shall be paid at the employee's current base rate of pay.

(4) Maximum Accumulation. The maximum accumulation of Holiday Leave is 120 hours. Employees who reach this maximum accumulation will receive an automatic pay down of any hours above this amount at the employee's overtime rate of pay.

(5) Payment at Separation of Employment. At separation of employment, accumulated Holiday Leave not in excess of one hundred twenty (120) hours will be paid at the employee's current base rate of pay.

## SECTION 11. OVERTIME.

(a) Defined. Overtime is defined as authorized time worked in excess of forty (40) hours in a Week.

(b) Authorization. Overtime shall be authorized and assigned by the City Manager, Department Head, or designee.

(c) Compensation. Overtime shall be compensated in cash or in compensatory time off (CTO) as determined by the Department Head. Employees eligible to receive overtime shall be compensated at the rate of one and one-half times their hourly straight time rate.

(d) Compensatory Time Off.

(1) Requesting Use. The process for requesting use of earned CTO shall be the same process as requesting use of Vacation within this Resolution.

(2) Cash-Out. If an employee has been unable to take their CTO and has a CTO balance in excess of one hundred sixty (160) hours as of December 31 of each year, the employee shall be paid in cash for all hours in excess of one hundred sixty (160).

(3) Payment Upon Separation. Upon separation from City service, the employee shall receive a lump sum payment for any earned CTO.

(e) Call-Back Time. Call-back work is work performed at a time outside of and not continuous with an employee's regular work schedule. A non-exempt employee called back to work shall receive no less than three (3) hours pay at the overtime rate unless such callback is within three (3) hours of the beginning of the employee's next shift, in which case the employee shall only be paid for the hours remaining before the beginning of the employee's next shift. An employee may be called back to work at the discretion of the City Manager or Department Head due to exigent circumstances or operational need.

(f) Court Standby Time. An employee required to be on standby for court appearance as a part of their regular duties must notify their Department Head or designee as soon as the employee receives notice from the court.

(1) During Regular Shift. Employee shall not receive any additional compensation for court time during their regular shift. If the employee is called to court and the court time extends beyond their regular shift, the employee shall be compensated at their overtime rate for the actual time spent beyond their regular shift.

(2) Standby and not Called. When an employee is subpoenaed for a court appearance on their scheduled day off but not called to court, the employee shall receive three (3) hours of overtime compensation.

(3) Standby and Called. When an employee is subpoenaed for a court appearance on their scheduled day and called to court, the employee shall receive a minimum of three (3) hours of overtime, or the actual time of the standby and court appearance, whichever is greater.

SECTION 12. ADMINISTRATIVE LEAVE FOR FLSA EXEMPT EMPLOYEES.

(a) Eligibility. The City Manager, department heads, and other FLSA exempt employees shall be eligible for Administrative Leave.

(b) Granted. Eligible employees shall be granted Administrative Leave as follows.

<u>Employee</u>	<u>Hours per Fiscal Year</u>
City Manager	96 hours
Other FLSA Exempt Employees	80 hours

(c) Regulations.

(1) Balances. Administrative Leave balances shall be granted as a lump sum on July 1. At no point in time shall the Administrative Leave balance exceed those set by this Resolution, unless otherwise approved by City Council Resolution or Contract.

(2) Temporary FLSA exempt employees. FLSA exempt employees hired on a temporary basis, shall earn prorated administrative leave monthly in arrears.

(3) New Employees. Employees eligible to receive Administrative Leave shall be granted such leave on a pro-rated allocation based on appointment date provided the employee is not employed elsewhere on the appointment date, otherwise the pro-rated allocation shall be granted based on the hire date.

(4) Payment. Administrative Leave is not eligible for any “buyback” provisions and shall not be paid upon separation from City service.

(5) Usage. Employees may request use of Administrative Leave consistent with Section 9 of this Resolution.

## SECTION 13. SALARY STEPS AND EVALUATIONS.

(a) Starting Rate.

(1) City Manager. The City Manager's rate of pay may be set by a City Council approved employment agreement.

(2) Step Placement for New Employees. A new employee of the City shall be placed at Step A for the specified range unless the City Manager determines it is in the best interest of the City to place the employee above Step A. The City Manager shall document any placement above Step A with a written justification memorandum to be placed in the employee's personnel file.

(3) Additional Requirement for Department Heads.

i. A new Department Head may only be placed above Step A with City Council ~~approval~~ **authorization**.

ii. Based upon the City Manager's recommendation, the City Council may enter into an employment agreement with a Department Head. This agreement may contain provisions inconsistent with this Resolution.

(b) Evaluations and Advancement.

(1) Annual Evaluations for Full-Time Employees. All full-time employees shall receive an annual written performance evaluation on or around their hire date.

(2) Evaluations for Part-Time Employees. Part-time employees who have been appointed for more than twelve (12) months shall receive a written performance evaluation for that time period, and each successive twelve (12) month time period.

(3) Salary Step Placement. After completion of an annual performance evaluation, the Department Head shall provide a recommendation to the City Manager if a salary step advancement is recommended. If the annual performance evaluation is conducted after the salary step advancement date, and advancement is recommended, that advancement shall be retroactive to the first pay period commencing after their hire date.

(c) Early Salary Step Advancement. The City Manager shall have the authority to provide employees a one-time early advancement of one salary step as a tool for employee retention or extraordinary skill advancement. The City Manager shall document any early step advancement with a written justification memorandum to be placed in the employee's Personnel File.

(d) Training & Professional Development. The City shall cover employee expenses for training that is required by law, training that is required to maintain certifications, training that is required as a condition of employment, and training that is determined by the Department Head to be necessary for employee professional development. The City Manager shall implement a Travel Expense Reimbursement Policy.

SECTION 14. HEALTH BENEFITS.

- (a) Definition. Health Benefits shall mean medical, dental, and vision care provided to the employee by the City.
- (b) Premiums. The Council, by Resolution, shall set the monthly employee share of Health Benefits premiums, generally as a part of the annual budget process.
- (c) Full-Time Employees. All full-time employees are eligible for Health Benefits beginning the first day of their first full calendar month of employment.
- (d) Part-Time Employees. Part-time employees shall not be eligible for health benefits.
- (e) Opt-Out Provision. Employees eligible for Health Benefits may choose to opt-out of the medical plan at any time, where and how currently allowed by the City’s contracted Health Benefits provider. Once disenrolled, the employee shall receive an additional non-pensionable cash allowance of \$300.00 per month.
- (f) COBRA. Upon separation from employment eligible employees may continue coverage of their health insurance in accordance and for the length of time permitted by the Consolidated Omnibus Budget Reconciliation Act (“COBRA”).

SECTION 15. AUTOMOBILE ALLOWANCE.

(a) Eligibility. Automobile allowance shall be issued at the discretion of the City Manager based on operational need. Employees who are assigned a City-owned vehicle are not eligible for an automobile allowance.

(b) Rates. Automobile allowances for eligible employees shall not exceed the following:

<u>Employee</u>	<u>Monthly Automobile Allowance</u>
City Manager	Set per employment contract
Department Heads	\$500.00
Other Employees	\$250.00

(c) Procedures. The Personnel Officer is charged with promulgating procedures for driving on City business.



## SECTION 16. RETIREMENT AND RETIREES.

(a) Social Security & CalPERS. Eligibility for Social Security and CalPERS, including placement as a Classic or PEPRA member, shall be determined by the appropriate State and/or Federal agencies.

(b) Retiree Health Plan. The City shall offer a Retiree Health Plan, where and how currently allowed by the City's contracted health benefits provider, and the monthly retiree premium contribution shall be set annually by Council Resolution.

(c) Eligibility for Retiree Health Plan Enrollment. Employees are eligible to enroll in the Retiree Health Plan only when all the following conditions are met:

(1) Employee must request enrollment in the Retiree Health Plan in writing to the Personnel Officer prior to separation from City service.

(2) Employee must have at least five (5) years of consecutive and continuous CalPERS service credit with the City of Fowler immediately prior to separation from City service which shall not include resignation in lieu of disciplinary action or termination.

(3) At the time of separation, employee may not have any pending disciplinary action that could result in employee termination.

SECTION 17. UNIFORMS & EQUIPMENT.

(a) **Police Department Personnel Stipend.**

(1) **Eligible Classification.** Officer, Corporal, Sergeant, Lieutenant, Community Service Officer, Crime Analyst, Records and Property Technician I/II, and volunteer.

(2) **Implementation.** The Personnel Officer shall implement procedures for an annual employee shoe stipend or reimbursement program in an amount as authorized in the annual budget.

(b) **Fire Department Personnel Stipend.** *Reserved.*

(c) **Safety Shoe Stipend.**

(1) **Eligible Classifications.** Building Inspector I/II, Building Official, Code Enforcement Officer I/II, Planning & Code Enforcement Technician I, Maintenance Assistant, Maintenance Worker, Senior Maintenance Worker, Lead Maintenance Worker, Public Works Director, Public Works Supervisor, Water Operator in Training, Water Operator I/II, Lead Water Operator.

(2) **Implementation.** The Personnel Officer shall implement procedures for an annual employee shoe stipend or reimbursement program as authorized in the annual budget.

SECTION 18. WATER DIVISION ON-CALL STIPEND.

(a) **Intent.** Public Works Water Division Personnel are often needed in a 24/7 capacity to serve the residents of Fowler and ensure basic services are provided for sanitation and life safety.

(b) **Eligibility.** The following classifications are eligible to participate in this program: Water Operator I/ II, Lead Water Operator, and Public Works Supervisor.

(c) **Implementation.**

(1) **On-Call Shift Schedule.** The on-call shift begins Tuesday at 3:30 PM and ends the following Tuesday at 7:00 AM.

(2) **Non-Exempt Employee Stipend.** Eligible employees designated by the Department Head as “on-call” shall be eligible for an on-call stipend as follows:

- Weekdays - \$25.00 per weekday (Monday through Friday)
- Weekends - \$40.00 per weekend day (Saturday and Sunday)
- Holidays - Double the above daily rate for holidays designated in Section 10 of this Handbook.

(3) **Exempt Employee Stipend.** Eligible employees designated by the Department Head as “on-call” shall be eligible for an on-call stipend as follows:

- Weekdays - \$35.00 per weekday (Monday through Friday)
- Weekends - \$65.00 per weekend day (Saturday and Sunday)
- Holidays - Double the above daily rate for holidays designated in Section 10 of this Handbook.

(4) **Call-Back.** In the event a non-exempt on-call employee responds to a call, the employee shall be compensated in accordance with Section 11 of this Handbook.

(5) **Implementation.** The Personnel Officer shall implement procedures for implementation of this section.

SECTION 19. ONE-TIME CASH-OUT.

**An employee may request, in writing, a one-time cash-out of up to twenty-four (24) hours of any combination of CTO or vacation leave to be paid during the payroll software transition in the first quarter of 2024. The Personnel Officer shall implement procedures for implementation of this section.**



## CITY COUNCIL MEETING

### REPORT TO THE CITY COUNCIL

**DATE:** December 19, 2023

**FROM:** ANGELA VASQUEZ, City Clerk / Human Resources Officer

**SUBJECT:** APPROVE Resolution No. 2693 setting the regular City Council meeting schedule for calendar year 2024

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### **EXECUTIVE SUMMARY**

Approval of Resolution No. 2693 will set the regular City Council meeting schedule for calendar year 2024.

### **BACKGROUND**

Consistent with Ordinance 2023-03 adopted on March 21, 2023, this resolution sets the regular City Council meeting schedule for calendar year 2024 beginning with the January 2, 2024 meeting.

### **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 specific General Plan Goal, Policy, or Action Item. However, this action is consistent with the General Plan’s Community Vision and Supporting Principles.

### **FISCAL IMPACT**

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

### **CONFLICT OF INTEREST**

Staff is not aware of any conflicts of interest.

### Attachments

- Resolution No. 2693 and Exhibit A

**RESOLUTION NO. 2693**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FOWLER  
SETTING A SCHEDULE FOR REGULAR CITY COUNCIL MEETINGS FOR  
CALENDAR YEAR 2024**

**WHEREAS**, consistent with Ordinance 2023-03 adopted on March 21, 2023; and

**WHEREAS**, annually, by Council Resolution, the Council shall set a schedule of regular meetings of the Council; and

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Fowler that the schedule for regular City Council meetings for calendar year 2024 beginning on January 2, 2024, are set and approved as provided in **Exhibit A** attached to this Resolution.

**PASSED, APPROVED AND ADOPTED** this 19th day of December 2023, at a regular meeting of the Fowler City Council by the following vote:

- AYES:
- NOES:
- ABSTAIN:
- ABSENT:

**APPROVED:**

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

**ATTEST:**

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

**City Council of the City of Fowler  
2024 Regular Meeting Schedule**

<b>Date</b>	<b>Time</b>
Tuesday, January 2, 2024	6:00 p.m.
Tuesday, January 16, 2024	6:00 p.m.
Tuesday, February 6, 2024	6:00 p.m.
Tuesday, February 20, 2024	6:00 p.m.
Tuesday, March 5, 2024	6:00 p.m.
Tuesday, March 19, 2024	6:00 p.m.
Tuesday, April 2, 2024	6:00 p.m.
Tuesday, April 16, 2024	6:00 p.m.
Tuesday, May 7, 2024	6:00 p.m.
Tuesday, May 21, 2024	6:00 p.m.
Tuesday, June 4, 2024	6:00 p.m.
Tuesday, June 18, 2024	6:00 p.m.
Tuesday, July 2, 2024	6:00 p.m.
Tuesday, July 16, 2024	6:00 p.m.
Tuesday, August 6, 2024	6:00 p.m.
Tuesday, August 20, 2024	6:00 p.m.
Tuesday, September 3, 2024	6:00 p.m.
Tuesday, September 17, 2024	6:00 p.m.
Tuesday, October 1, 2024	6:00 p.m.
Tuesday, October 15, 2024	6:00 p.m.
Tuesday, November 5, 2024	6:00 p.m.
Tuesday, November 19, 2024	6:00 p.m.
Tuesday, December 3, 2024	6:00 p.m.
Tuesday, December 17, 2024	6:00 p.m.



## CITY COUNCIL MEETING

### REPORT TO THE CITY COUNCIL

**DATE:** December 19, 2023

**FROM:** THOMAS W. GAFFERY IV, Assistant City Manager

**SUBJECT:** APPROVE Resolution No. 2694 adopting a Facility Reservation Policy and amending the Master Fee Schedule to codify fees related to parks and facilities reservations.

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### **EXECUTIVE SUMMARY**

This action adopts a new Facility Reservation Policy, replacing the prior policy adopted in 1997. It also codifies and clarifies fees related to these reservations.

### **BACKGROUND**

The City Council approved a Park Facility Reservation Policy on October 7, 1997. This policy needs to be updated for clarity and to meet current risk management requirements.

The updated Policy applies the provisions of the Fowler Municipal Code to implement a Park and Facility Reservation Permit process. The Policy defines the permitting process, sets indemnification, hold harmless, and insurance requirements. The Policy identifies the necessary conditions and prior approvals required in order to issue a Permit.

### **PUBLIC NOTICE**

A Notice of Public Hearing was published in *The Business Journal* on November 24, 2023, which is at least ten (10) days prior to the public hearing.

### **ENVIRONMENTAL REVIEW**

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

### **GENERAL PLAN CONSISTENCY**

#### Goal OS-2

Open space areas enhance community livability, provide opportunities for improved public health, and are equitably distributed throughout the City.



Goal OS-3

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

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**

There is no immediate fiscal impact with adoption of this policy.

**CONFLICT OF INTEREST**

Staff is not aware of any conflicts of interest.

Attachments

- Resolution No. 2694
- Exhibit A – Facility Reservation Policy
- Exhibit B – Master Fee Schedule

**RESOLUTION NO. 2694**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FOWLER ADOPTING  
A FACILITY RESERVATION POLICY FOR THE CITY OF FOWLER**

**WHEREAS**, Section 10-1.07 of the Fowler Municipal Code authorizes the City Council to adopt a facility reservation policy, by resolution, to supplement that ordinance; and

**WHEREAS**, the City’s most recent facility reservation policy was created via Resolution No. 1689 back in 1997; and

**WHEREAS**, the City Council now desires to update said facility reservation policy; and

**WHEREAS**, the updated Facility Reservation Policy is attached hereto as **Exhibit A**, and incorporated by this reference herein; and

**WHEREAS**, the rates set forth in **Exhibit B** reflect the reasonable cost for providing the services listed and to recover the City’s costs, and is hereby incorporated by this reference herein; and

**WHEREAS**, it is in the best interest of the City in order to provide clean and well maintained public facilities to the community, that the City Council adopt these fees.

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

1. Resolution No. 1689 creating the Park Facility Reservation Policy, approved by the City Council on October 7, 1997, is hereby repealed in its entirety.
2. The Facility Reservation Policy as shown in **Exhibit A** is hereby adopted and effective immediately.
3. The update to the City’s Master Fee Schedule as shown in **Exhibit B** is hereby adopted and effective immediately.

**PASSED, APPROVED AND ADOPTED** this 19th day of December 2023, at a regular meeting of the Fowler City Council by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

APPROVED:

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Daniel T. Parra  
Mayor

ATTEST:

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Angela Vasquez  
City Clerk

**City of Fowler  
Facility Reservation Policy  
Approved by Resolution No. 2694  
December 5, 2023**

**1. Relevant Code References.**

Chapter 1 of Title 10 of the Fowler Municipal Code: “City Parks and Recreation.”

**2. Issuance of Park and Facility Reservation Permit.**

The City Manager shall implement procedures for the application for and issuance of a Park and Facility Reservation Permit (hereinafter “Permit”). Complete applications should be submitted at least thirty (30) days prior to the event date. Complete applications subject to Conditions of Use or prior approval should be submitted at least sixty (60) days prior to the event date. Applications submitted after these recommended dates shall be considered only where feasible.

**3. Eligible Parks and Facilities.**

The City Manager or designee shall establish which City parks and facilities may be reserved for exclusive use and under what conditions.

**4. Indemnification and Hold Harmless.**

Prior to the issuance of a Permit, the applicant shall provide the City with an Indemnification and Hold Harmless statement in a format as approved by the City Attorney and the City’s Risk Management Authority.

**5. Liability Insurance.**

Liability insurance consistent with the requirements of the City’s Risk Management Authority shall be provided by the Permit applicant. The City Manager shall implement procedures for verifying this coverage and procedures for limited exemptions where there is a bona fide public benefit to requiring less than full coverage.

**6. Conditions for Use.**

The City Manager or designee may impose reasonable conditions with respect to the time, place, manner, frequency, duration and maximum number of persons who may attend any event to be held at any City park or facility where a Permit was issued. Such conditions may include, but are not limited to:

- a. A written event site plan and operational plan.
- b. Attendee and event-related vehicle parking.

- c. Vehicular and pedestrian traffic control and wayfinding.
- d. Accessible parking and accessible paths of travel.
- e. Barricades or other means to protect any vegetation or areas unrelated to the Permit.
- f. Provision of public safety and first aid personnel.
- g. Provision of trash and restroom facilities.
- h. Submission of the facility cleanup and restoration plan and schedule.
- i. Any other mitigation deemed necessary to reduce risk, to ensure the park or facility is still available for public use, and to prevent damage to public or private property.

**7. Prior Approval Required.**

Should an applicant need any of the following for their event, prior approval shall be required, and additional permit or inspection fees may apply:

- a. Use of electrical power from City facilities or private generators.
- b. Verification that private generators meet the requirements of the San Joaquin Valley Air Pollution Control District is required.
- c. The hiring of food vendors for an event requires verification that the food vendors meet the health and safety requirements of the City and the Fresno County Department of Public Health.
- d. The hiring of any other vendors for an event requires verification that such vendors have a valid City of Fowler Business License.
- e. Use of amplified sound.
- f. Affixing any type of decoration or equipment to City facilities
- g. The installation or construction of any stage or tent larger than 120 square feet.

**8. Prohibitions.**

- a. An applicant and their guests shall comply with the rules and regulations set forth in Fowler Municipal Code section 10-1.05.
- b. An applicant and their guests are prohibited from hammering stakes into any turf or any other landscaped area.
- c. An applicant and their guests shall not charge a fee for entry into any City park or facility.

**9. Revocation.**

Permits may be revoked by the City Manager or designee under the following conditions:

- a. Non-compliance with the Fowler Municipal Code, this Policy, or any condition imposed upon the Permit issued pursuant to this Policy. The City shall provide written notice and a reasonable opportunity to cure the violation prior to revocation of a Permit.
- b. Where an emergency exists or where there is an imminent threat to the public health, safety or welfare the Permit may be immediately revoked.

CITY OF FOWLER  
Master Fee Schedule

**\*\* Parks and Recreation \*\***

**Events**

Description	Rate	Reso	Date
<del>Park Reservation - Resident - 49 or fewer people</del>	<del>\$15.00</del>	<del>1689</del>	<del>10/7/1997</del>
<del>Park Reservation - Resident - 50 or more people</del>	<del>\$25.00</del>	<del>1689</del>	<del>10/7/1997</del>
<del>Park Reservation - Non-Resident - 49 or fewer people</del>	<del>\$30.00</del>	<del>1689</del>	<del>10/7/1997</del>
<del>Park Reservation - Non-Resident - 50 or more people</del>	<del>\$60.00</del>	<del>1689</del>	<del>10/7/1997</del>
Park & Facility Reservation - Panzak Park Picnic Shelter (full, resident)	\$30.00	2694	12/5/2023
Park & Facility Reservation - Panzak Park Picnic Shelter (half, resident)	\$15.00	2694	12/5/2023
Park & Facility Reservation - Panzak Park Picnic Shelter (full, non-resident)	\$30.00	2694	12/5/2023
Park & Facility Reservation - Panzak Park Picnic Shelter (half, non-resident)	\$25.00	2694	12/5/2023
Park & Facility Reservation - Council Chamber *	\$0.00	2694	12/5/2023
Park & Facility Reservation - Senior Center *	\$0.00	2694	12/5/2023
Park & Facility Reservation - Panzak Park Stage & Seating Area *	\$0.00	2694	12/5/2023
Park & Facility Reservation - Panzak Park (entire) *	\$0.00	2694	12/5/2023
Park & Facility Reservation - Donny Wright Park (entire) *	\$0.00	2694	12/5/2023

\* Only allowed for 501(c) or other nonprofit organizations that serve the residents of Fowler.

Green Bold Indicates Additions

Red Strikethrough Indicates Deletions



## CITY COUNCIL MEETING

### REPORT TO THE CITY COUNCIL

**DATE:** December 19, 2023

**FROM:** THOMAS W. GAFFERY IV, Assistant City Manager

**SUBJECT:** APPROVE a Second Amendment to the Professional Services Agreement for on-call civil engineering services with Provost & Pritchard Consulting Group in the amount of \$100,000.

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### **EXECUTIVE SUMMARY**

This action provides for necessary on-call civil engineering services necessary for day-to-day operations.

### **BACKGROUND**

On January 18, 2023, the City Council approved a Professional Services Agreement for on-call civil engineering services in the amount of \$120,000 per year. A First Amendment in the amount of fifty thousand dollars (\$50,000) was approved by City Council on May 2, 2023 for project management services for the 1,2,3-Tricholopropane Treatment at the City of Fowler Well 7 engineering design project, and the Well 9 engineering design project. This Second Amendment shall add an additional one hundred thousand dollars for on-call civil engineering services (\$100,000) for a total contract amount of two hundred seventy thousand dollars (\$270,000).

On-call civil engineering services necessary for day-to-day operations of public infrastructure, management of certain public works projects, engagement in grant funded projects and grant applications, as well as fee-based tasks including encroachment permits, site plan reviews, and civil infrastructure plan check and inspections. Fowler's monthly civil engineering costs are consistent with, or lower than, peer cities.

### **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**

The City Engineer plays a critical role in the implementation of the entire General Plan including its goals, policies, and action items.

**FISCAL IMPACT**

Expenses for on-call civil engineering services are included in the fiscal year 2023/24 adopted budget. A mid-year adjustment will be brought forward to account for these expenses. Additionally, many of these costs are offset by developer fees for services, permit fees, and grant reimbursements.

**CONFLICT OF INTEREST**

Staff is not aware of any conflicts of interest.

Attachments

- Agreement
- Second Amendment



**CITY OF FOWLER  
PROFESSIONAL SERVICES AGREEMENT**

This Professional Services Agreement ("Agreement") is entered into between the City of Fowler, a California general law city ("City") and Provost & Pritchard Engineering Group, Inc., d.b.a., Provost & Pritchard Consulting Group, a California corporation ("Consultant") with respect to the following recitals, which are a substantive part of this Agreement. This Agreement shall be effective on January 18, 2023 ("Effective Date").

**RECITALS**

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

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

**AGREEMENT**

1. **Scope of Services.** Consultant shall perform the Services described in the Recitals and detailed in **Exhibit A**. Changes in the scope of Services, including the work performed and/or deliverables produced, shall be made in writing and particularly describe the changes in Services, including payment/costs and schedule/term, as applicable.
2. **Priority and Conflicts; Exclusions.** If the terms and requirements of this Agreement conflict with **Exhibit A**, this Agreement shall control. No contractual terms and/or conditions found in **Exhibit A** shall purport to waive, disclaim, or limit Consultant's liability, indemnification obligations, warranties, damages for breach or delay, or any security, bonding, or insurance requirements, and any such provisions shall have no force or effect with respect to this Agreement and the Services performed by Consultant.
3. **Term of Agreement; Commencement of Services; Schedule.** Consultant shall begin performing the Services upon notice from the City on or after the Effective Date, unless otherwise instructed by City, and continue with the Services until June 30, 2026 ("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 one hundred twenty thousand dollars (\$120,000) per fiscal year. Work for City projects and on-call services shall be billed at the "General Fund Rate." Work for projects which are reimbursed by developer fees shall be billed at the "Non-General Fund Rate." The hourly rates in Exhibit A are effective through June 30, 2024 and may be renegotiated through a formal written request.

The foregoing is inclusive of all labor, equipment, materials, costs and expenses, taxes, and overhead. City shall pay Consultant for Services satisfactorily performed pursuant to this Agreement. Consultant shall submit

monthly invoices to City containing detailed billing information regarding the Services provided and unless otherwise specified in **Exhibit A**, City shall tender payment to Consultant within thirty (30) days after receipt of invoice.

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

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

7. [Reserved]

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

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

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

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

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

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

13. [Reserved]

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

25. [Reserved]

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

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

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

party to enforce any provision of this Agreement shall not constitute a waiver of the right to compel enforcement of the remaining provisions of this Agreement.

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

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

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

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

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

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

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

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

obligations relating to apprentices, apprenticeships, and/or apprenticeable crafts or trades, as applicable, including but not limited to Labor Code section 1775.5. Consultant shall register with the Department of Industrial Relations, if required.

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

**PROVOST & PRITCHARD  
CONSULTING GROUP**

**CITY OF FOWLER**



Heather Bashian, PE  
Director of Operations



Wilma Tucker  
City Manager

Date: 1/12/2023

Date: 1/17/23

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


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

**Approved as to Form:**

**Attest:**



Scott G. Cross  
City Attorney



Angela Vasquez  
Deputy City Clerk

Date: 1/17/23

Date: 1/17/23

**SECOND AMENDMENT TO THE JANUARY 18, 2023 PROFESSIONAL SERVICES AGREEMENT FOR ON-CALL CIVIL ENGINEERING SERVICES BETWEEN THE CITY OF FOWLER AND PROVOST & PRITCHARD CONSULTING GROUP**

- A. The City of Fowler (“City”) desires modifications to the services beyond the scope of the Professional Services Agreement for on-call civil engineering services dated January 18, 2023 (“Agreement”).
- B. The total amount to be paid by the City to Provost & Pritchard Consulting Group as stated in Section 4 of the Agreement is One Hundred Twenty Thousand Dollars (\$120,000) per fiscal year for on-call civil engineering services. A First Amendment in the amount of fifty thousand dollars (\$50,000) was approved by City Council on May 2, 2023 for project management services for the 1,2,3-Tricholopropane Treatment at the City of Fowler Well 7 engineering design project, and the Well 9 engineering design project. This Second Amendment shall add an additional one hundred thousand dollars for on-call civil engineering services (\$100,000) for a total contract amount of two hundred seventy thousand dollars (\$270,000).
- C. All other terms and conditions remain unchanged. It is the intention of the parties that except for the changes explicitly listed above, all other terms and conditions of the Agreement and any other Exhibits, Attachments or Addenda thereto shall remain in full force and effect.

**IN WITNESS WHEREOF**, the Parties have entered into this Second Amendment on December 19, 2023.

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

**CITY OF FOWLER**

\_\_\_\_\_  
Heather Bashian  
Director of Operations

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

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

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

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

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





**CITY COUNCIL MEETING**

**REPORT TO THE CITY COUNCIL**

**DATE:** December 19, 2023

**FROM:** MARGARITA MORENO, Finance Director

**SUBJECT:** ACCEPT a \$5,000 donation from Jeffrey Scott Agency on behalf of Measure C for the City’s 2024 Fabulous 4th of July event

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**EXECUTIVE SUMMARY**

This action would accept a \$5,000 donation from Jeffrey Scott Agency on behalf of Measure C.

**BACKGROUND**

Per Resolution 2684, the City Manager has an acceptance authority of up to \$50,000 for donations to the City, or can refer them to the City Council for acceptance. If accepted, this \$5,000 donation would secure a sponsorship for Measure C for the City’s 2024 Fabulous 4th of July event.

**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 ED-12

Support the development of civic amenities, including community entertainment venues, community events, and other opportunities that increase quality of life, visitation, and position Fowler as a center for recreation and entertainment in Fresno County.

Policy OS-17

The City shall use a broad range of funding and economic development tools to ensure high quality development, maintenance, and programming of the City parks, trails, and recreation system.

**FISCAL IMPACT**

Donation revenue enhances the City's ability to provide programs and services.

**CONFLICT OF INTEREST**

Staff is not aware of any conflicts of interest.

Attachments

- None



## CITY COUNCIL MEETING

### REPORT TO THE CITY COUNCIL

**DATE:** December 19, 2023

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

**SUBJECT:** APPROVE Resolution No. 2695 recommending approval of the naming of the neighborhood park in Tract 6274

### EXECUTIVE SUMMARY

Staff request the City Council consider the naming of the neighborhood park within Tract 6274. The proposed naming of the park is “Kandarian Park”, named after the Kandarian family.

### BACKGROUND

On December 7, 2021, the City Council of the City of Fowler adopted Ordinance No. 2021-07 to establish procedures for naming of public facilities. The naming procedures allow for naming facilities after individuals or major historic events that convey a positive public image.

Pursuant to the Fowler Municipal Code, Chapter 5, Title 7, on September 15, 2023, a member of the public filed a request to change the name of the existing neighborhood park that was developed with Tract 6274 (Woodside Homes) to “Kandarian Park”.

Planning Commission considered the proposed name change at their meeting on December 7, 2023 and voted unanimously to recommend approval to the City Council the proposed name of “Kandarian Park”.

The Kandarian Family has been a part of the Fowler community for nearly 90 years when Mary Ann (Kayajanian) Kandarian graduated from Fowler High School in 1936. The Kandarians currently have approximately 400 acres in the Fowler area and two of the ranches have been in the Kandarian family since the 1900s. In 1949, Arthur and Mary Ann Kandarian moved from Fresno and grounded their roots in Fowler. When they moved to Fowler, they purchased their first ranch together; that ranch is adjacent and to the north of the Woodside development. The Kandarians have played an integral role in the growth and community of Fowler. Chic Kandarian served on the Fowler Hospital Board for several years and he worked with other community members to redevelop the Fowler High School football stadium. There are four generations of Kandarians who have attended and graduated from the Fowler Unified School District.

**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 qualify as a “project” under California Environmental Quality Act Guidelines Section 15378. The naming of a park does not have the potential to directly or indirectly cause a change, significant or otherwise, to the environment.

**GENERAL PLAN CONSISTENCY**

The proposed action is consistent with the following:

General Plan Goal CDES-4

New development is sensitive to Fowler’s historical context, enhances Fowler’s architectural quality, and contributes to its unique identity. Existing scenic, historic, and cultural resources enhance the community.

**FISCAL IMPACT**

The naming of a new neighborhood park will necessitate a replacement park monument sign.

**CONFLICT OF INTEREST**

Staff is not aware of any conflicts of interest. While the City Council appoints Planning Commissioners, and the park is being named after Commissioner Kandarian’s family this is not considered a conflict of interest pursuant to FPPC regulations.

Attachments

- Resolution No. 2695

**RESOLUTION NO. 2695**

**A RESOLUTION OF THE CITY COUNCIL OF THE OF THE CITY OF CITY OF  
FOWLER, COUNTY OF FRESNO, SATATE OF CALIFORNIA  
OFFICIALLY NAMING THE PARK IN TRACT 6274 “KANDARIAN PARK”**

**WHEREAS**, a park located in Tract 6274 is currently developed; and

**WHEREAS**, the Planning Commission reviewed and considered the naming of the 0.98 acre park within Tract 6274 the “Kandarian Park” at a public meeting on December 7, 2023; and

**WHEREAS**, the Planning Commission recommended approval to the City Council of the park within Tract 6274 to the “Kandarian Park”; and

**WHEREAS**, the City Council has independently reviewed and considered the naming of the 0.98 acre park within Tract 6274 the “Kandarian Park” at a public meeting on December 19, 2023.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council to approves the naming of the 0.98 acre park within Tract 6274 the “Kandarian Park”

**PASSED, APPROVED AND ADOPTED** this 19th day of December 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:** December 19, 2023  
**FROM:** YVONNE HERNANDEZ, Recreation and Senior Center Supervisor  
**SUBJECT:** APPROVE 2024 Community Events Calendar

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### **EXECUTIVE SUMMARY**

This action approves the 2024 community events calendar and identifies which events are City-sponsored.

### **BACKGROUND**

Staff continue to develop an integrated events management process between Public Works, the Police Department, Senior/Recreation, and City Administration. The calendar of events identifies City-sponsored and community events planned or anticipated during the 2024 calendar 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.

#### General Plan Policy ED-12

Support the development of civic amenities, including community entertainment venues, community events, and other opportunities that increase quality of life, visitation, and position Fowler as a center for recreation and entertainment in Fresno County.

**FISCAL IMPACT**

All staff costs incurred by the event will be absorbed by each individual department

**CONFLICT OF INTEREST**

Staff is not aware of any conflicts of interest.

Attachments

- 2024 Community Events Calendar

## 2024 City of Fowler Community Events Calendar

<b>Date</b>	<b>Activity</b>	<b>City Event</b>	<b>Facilities</b>	<b>Road Closure</b>
March 7-14, 2024	California Arbor Week	Y	TBD	TBD
Saturday, March 16, 2024	Easter Egg Hunt	Y	Panzak Park	Merced St bet 2nd & 3rd
TBD	Mayors Breakfast	Y	TBD	None
Saturday, April 13, 2024	Spring Fest	Y	Panzak Park	Merced St bet 4th & 2nd
Saturday, May 18, 2024	Pancakes and Pets	Y	Donny Wright	None
Thursday, July 4, 2024	Fabulous 4th of July	Y	Fowler High	2nd bet Merced/Tuol.
Wednesday Aug 7- Oct 30, 2024	Wednesday Night at the Park	Y	Panzak Park	2nd bet Merced/Tuol.
Saturday, October 5, 2024	Lions Club Fall Fest	N	Panzak Park	6th fr Merced to Tuol.; Merced fr 6th to 1st; 3rd fr Tuol. to Merced; 2nd fr Tuol. to Merced; 1st fr Merced to Main
Saturday, October TBD, 2024	Pharohs Car Club of Fowler	N	Panzak Park	Merced fr 1st to 5th (based on entries, soft closure at 4th/Merced intersection), 2nd & 3rd bet Merced/Tuol.
Saturday, October TBD, 2024	Jr High Band Review	N	Panzak, Sr Center	6th fr Merced to Main; Merced fr 6th to 2nd; Main fr 3rd to 6th; 3rd fr Tuol. To Fresno; 2nd fr Tuol. to Main; Walter fr Fresno to Temperance
TBD	Sikh Parade	N	Donny Wright	TBD, west of 99 to DW Park
Wednesday, October 30, 2024	Trunk or Treat	Y	Panzak Park	Merced from 2nd to 4th



## 2024 City of Fowler Community Events Calendar

<b>Date</b>	<b>Activity</b>	<b>City Event</b>	<b>Facilities</b>	<b>Road Closure</b>
Wednesday, October 30, 2024	Trunk or Treat	Y	Panzak Park	Merced from 2nd to 4th
Monday, Nov 11, 2024	Veterans Day Event	Y	Veterans Park	1st/Merced triangle
				Merced St from 5th/6th Alley to 7th St; 6th St from Main to Tuolumne
Wednesday, December 4, 2024	Christmas on Merced	Y	Downtown	Tuolumne
Saturday, December 14, 2024	Childrens Shopping Day	Y	TBD	TBD