



CITY COUNCIL MEETING

TUESDAY, FEBRUARY 20, 2024 at 6:00 PM

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

AGENDA

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

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

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

https://us06web.zoom.us/j/86107787557?pwd=iuPoc-u_8IE3-zvGsDJ1h6EY4KRdZg.NSwB2AM7K3QQgXen

Telephone Number: (253) 215-8782
Meeting ID: 861 0778 7557
Passcode: 143119

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://fowlerciv.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 RAUL MORENO OF FOWLER BAPTIST CHURCH**
5. **PLEDGE OF ALLEGIANCE**
6. **PUBLIC COMMENT**

This portion of the meeting is reserved for persons desiring to address the Council on any matter not described on this agenda. Presentations are limited to 3 minutes per person and no more than 15 minutes per topic.

7. **CONSENT CALENDAR**

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

A. RATIFY Warrants for February 20, 2024

B. APPROVE Minutes of the February 6, 2024 City Council Meeting

C. Actions pertaining to City Hall security:

1) AUTHORIZE the City Manager to negotiate and execute an agreement with Hoffman Electronic Systems for the purchase and installation of electronic building entry access control systems, duress alarms, and closed-circuit cameras for public access areas of City Hall, the Police Department, Council Chambers and the Community Development building in an amount not to exceed \$40,000.

2) APPROVE Resolution No. 2707 amending the 2023-2024 Adopted Budget.

D. Actions pertaining to Donny Wright Park and Harris Street Park improvements:

1) REJECT all proposals from the “Engineering Design Services - Park Improvements at Donny Wright Park and Harris St Neighborhood Park” Request for Proposals.

2) APPROVE an Agreement with Provost & Pritchard Consulting Group in the amount of \$72,200 for engineering and land surveying services for the Donny Wright and Harris Park improvements project and authorize the City Manager to execute said Agreement.

8. CONTESTED CONSENT CALENDAR

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

9. GENERAL ADMINISTRATION

Finance

9A. APPROVE Resolution No. 2709 replacing the City’s Purchasing Policy

9B. INTRODUCTION of Ordinance No. 2024-01 amending Sections 6-4.701, 6-4.702, 6-4.703, and 6-4.709 of Article 7, of Chapter 4, of Title 6, and Section 6-4.1109 of Article 11, of Chapter 4, of Title 6 of the Fowler Municipal Code relating to the application of security deposits for water service.

Public Works

9C APPROVE Resolution No. 2710 to Initiate proceedings to annex Tract No. 6381 into the City’s Landscape and Storm Drainage Facilities Maintenance District No. 1; and order the preparation of an Engineer’s Report regarding said annexation.

10. STAFF COMMUNICATIONS

11. COUNCILMEMBER REPORTS AND COMMENTS

12. ADJOURN

Next Ordinance No. 2024-02

Next Resolution No. 2711

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, February 16, 2024.

*Angela Vasquez, CPMC
City Clerk*

CITY OF FOWLER
 WARRANTS LIST
 February 20, 2024

<u>ACCOUNTS PAYABLE CHECKS</u>	<u>CHECK NUMBERS</u>	<u>CHECK DATES</u>	<u>AMOUNT</u>
Regular checks	42403-42458	January 25 thru February 7	\$ 175,006.47
TOTAL ACCOUNTS PAYABLE CHECKS			<u>\$ 175,006.47</u>
 <u>PAYROLL COSTS</u>			
First February Bi-Monthly Payroll		February 15, 2024	\$ 133,476.66
TOTAL PAYROLL COSTS			<u>\$ 133,476.66</u>
TOTAL CASH DISBURSEMENTS			<u><u>\$ 308,483.13</u></u>

NOTE:

SUPERION
 DATE: 02/14/2024
 TIME: 11:13:02

CITY OF FOWLER
 CHECK REGISTER - BY FUND

PAGE NUMBER: 1
 ACCTPA21

SELECTION CRITERIA: transact.check_no between '42403' and '42458'
 ACCOUNTING PERIOD: 8/24

FUND - 100 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DEPT	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
1001	42403	02/07/24	10995	ADT SECURITY SERVIC	6700	5160	SEC SYST FEB-APR-SN	0.00	177.27
1001	42404	02/07/24	10007	ALERT-O-LITE, INC	6200	5195	SUPPLIES-ST	0.00	99.13
1001	42404	02/07/24	10007	ALERT-O-LITE, INC	6200	5195	SUPPLIES-ST	0.00	1,217.58
1001	42404	02/07/24	10007	ALERT-O-LITE, INC	6200	5195	SUPPLIES-ST	0.00	126.77
1001	42404	02/07/24	10007	ALERT-O-LITE, INC	6200	5195	SUPPLIES-ST	0.00	31.62
TOTAL CHECK								0.00	1,475.10
1001	42405	02/07/24	14519	AMAZON CAPITAL SERV	6120	5110	CAMERA MTR-PD	0.00	389.57
1001	42405	02/07/24	14519	AMAZON CAPITAL SERV	6200	5120	FLEET TOOLS-PW	0.00	86.30
1001	42405	02/07/24	14519	AMAZON CAPITAL SERV	6260	5120	CHAIN SHARPENER-PAR	0.00	363.20
1001	42405	02/07/24	14519	AMAZON CAPITAL SERV	6020	5185	JANITOR SUPP-ADMIN	0.00	171.04
1001	42405	02/07/24	14519	AMAZON CAPITAL SERV	6260	5185	JANITOR SUPP-PARKS	0.00	171.04
1001	42405	02/07/24	14519	AMAZON CAPITAL SERV	6200	5185	JANITOR SUPP-ST	0.00	171.04
1001	42405	02/07/24	14519	AMAZON CAPITAL SERV	6120	5100	SUPPLIES-PD	0.00	31.43
1001	42405	02/07/24	14519	AMAZON CAPITAL SERV	6120	5086	SUPPLIES-PD	0.00	25.99
1001	42405	02/07/24	14519	AMAZON CAPITAL SERV	6200	5100	SUPPLIES-ST	0.00	20.81
1001	42405	02/07/24	14519	AMAZON CAPITAL SERV	6025	5110	SUPPLIES-ADMIN	0.00	16.33
TOTAL CHECK								0.00	1,446.75
1001	42406	02/07/24	10549	AT&T MOBILITY	6170	5160	FIRST NET 12/12-1/1	0.00	963.22
1001	42407	02/07/24	14330	B&P PEST PROS	6130	5185	PEST CONTROL 1/25/2	0.00	95.00
1001	42407	02/07/24	14330	B&P PEST PROS	6020	5185	PEST CONTROL 1/25/2	0.00	90.00
1001	42407	02/07/24	14330	B&P PEST PROS	6700	5185	PEST CONTROL 1/25/2	0.00	95.00
TOTAL CHECK								0.00	280.00
1001	42409	02/07/24	12489	BATTERY SYSTEMS INC	6200	5200	BATTERY STREETS FLE	0.00	69.55
1001	42410	02/07/24	10026	BCT CONSULTING	6170	5230	VOIP 2/1/24	0.00	913.73
1001	42410	02/07/24	10026	BCT CONSULTING	6170	5230	ANNUAL LICENSE24	0.00	899.95
1001	42410	02/07/24	10026	BCT CONSULTING	6170	5230	MANAGED SUPPORT JAN	0.00	1,946.42
1001	42410	02/07/24	10026	BCT CONSULTING	6170	5230	NETWORK SUPP JAN24	0.00	3,220.00
TOTAL CHECK								0.00	6,980.10
1001	42411	02/07/24	13636	BIG TEX	6260	5200	SUPPLIES-PARKS	0.00	43.58
1001	42413	02/07/24	11291	THE BUSINESS JOURNA	6150	5150	PHN-2024 PLN FEES	0.00	357.50
1001	42413	02/07/24	11291	THE BUSINESS JOURNA	6150	5150	PHN INTRO ORD 24-01	0.00	292.50
TOTAL CHECK								0.00	650.00
1001	42414	02/07/24	10506	CALMAT CO DBA VULCA	6200	5195	ASPHALT REPAIR	0.00	684.35
1001	42416	02/07/24	11653	CIVICPLUS LLC	6020	5220	ANNUAL DOMAIN FEES	0.00	199.51
1001	42417	02/07/24	10064	COLONIAL LIFE INSUR	100	2042	EMP DED JAN24	0.00	47.42
1001	42418	02/07/24	14356	COMCAST	6700	5110	CABLE1/25-2/24-SN C	0.00	45.95
1001	42419	02/07/24	10084	DEPARTMENT OF JUSTI	6120	5220	BLOOD ALC ANALYS-PD	0.00	175.00
1001	42420	02/07/24	10087	DEPARTMENT OF TRANS	6200	5190	SIGNALS OCT-DEC23	0.00	300.84

SUPERION
DATE: 02/14/2024
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CITY OF FOWLER
CHECK REGISTER - BY FUND

PAGE NUMBER: 2
ACCTPA21

SELECTION CRITERIA: transact.check_no between '42403' and '42458'
ACCOUNTING PERIOD: 8/24

FUND - 100 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DEPT	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
1001	42421	02/07/24	14245	FOWLER ACE HARDWARE	6200	5121	SUPPLIES-ST	0.00	8.21
1001	42421	02/07/24	14245	FOWLER ACE HARDWARE	6200	5121	SUPPLIES-ST	0.00	8.65
1001	42421	02/07/24	14245	FOWLER ACE HARDWARE	6200	5121	SUPPLIES-ST	0.00	11.44
1001	42421	02/07/24	14245	FOWLER ACE HARDWARE	6200	5121	SUPPLIES-ST	0.00	14.04
1001	42421	02/07/24	14245	FOWLER ACE HARDWARE	6200	5121	SUPPLIES-ST	0.00	14.06
1001	42421	02/07/24	14245	FOWLER ACE HARDWARE	6200	5121	SUPPLIES-ST	0.00	19.37
1001	42421	02/07/24	14245	FOWLER ACE HARDWARE	6200	5121	SUPPLIES-ST	0.00	24.88
1001	42421	02/07/24	14245	FOWLER ACE HARDWARE	6200	5121	SUPPLIES-ST	0.00	61.86
1001	42421	02/07/24	14245	FOWLER ACE HARDWARE	6200	5121	SUPPLIES-ST	0.00	151.49
1001	42421	02/07/24	14245	FOWLER ACE HARDWARE	6200	5121	SUPPLIES-ST	0.00	1.61
TOTAL CHECK								0.00	315.61
1001	42423	02/07/24	10488	FOWLER UNIFIED SCHO	6160	5210	FUEL JAN24-BLD	0.00	71.48
1001	42423	02/07/24	10488	FOWLER UNIFIED SCHO	6200	5210	FUEL JAN24-ST	0.00	480.94
1001	42423	02/07/24	10488	FOWLER UNIFIED SCHO	6260	5210	FUEL JAN24-PARKS	0.00	802.96
TOTAL CHECK								0.00	1,355.38
1001	42424	02/07/24	10104	FPOA	100	2045	EMP DED 1/31/24	0.00	200.00
1001	42425	02/07/24	12466	FRESNO EOC	6700	5105	SENIOR LUNCH 6/23	0.00	1,366.29
1001	42425	02/07/24	12466	FRESNO EOC	6700	5105	SENIOR LUNCH 1/24	0.00	1,680.77
TOTAL CHECK								0.00	3,047.06
1001	42427	02/07/24	14749	HOFFMAN SECURITY	6020	5220	MONTHLY SVCS FEB24	0.00	125.00
1001	42428	02/07/24	11018	HOME DEPOT CREDIT S	6260	5203	SUPPLIES-PARKS	0.00	-446.73
1001	42428	02/07/24	11018	HOME DEPOT CREDIT S	6260	5120	SUPPLIES-PARKS	0.00	-9.73
1001	42428	02/07/24	11018	HOME DEPOT CREDIT S	6200	5120	SUPPLIES-ST	0.00	54.11
1001	42428	02/07/24	11018	HOME DEPOT CREDIT S	6260	5203	SUPPLIES-PARKS	0.00	211.29
1001	42428	02/07/24	11018	HOME DEPOT CREDIT S	6200	5120	SUPPLIES-ST	0.00	215.17
1001	42428	02/07/24	11018	HOME DEPOT CREDIT S	6260	5203	SUPPLIES-PARKS	0.00	460.41
TOTAL CHECK								0.00	484.52
1001	42429	02/07/24	14238	INFOSEND, INC	6400	5110	REC FLYER	0.00	181.72
1001	42431	02/07/24	11022	JP COOKE CO	6270	5110	DOG LICENSE 2024	0.00	80.35
1001	42432	02/07/24	14575	JPRC PLUMBING INC	6120	5185	PLUMBING-PD	0.00	440.00
1001	42433	02/07/24	13496	KEENAN & ASSOCIATES	6030	5084	HEALTH BENEFITS JAN	0.00	339.14
1001	42433	02/07/24	13496	KEENAN & ASSOCIATES	6700	5084	HEALTH BENEFITS JAN	0.00	867.87
1001	42433	02/07/24	13496	KEENAN & ASSOCIATES	6025	5084	HEALTH BENEFITS JAN	0.00	986.69
1001	42433	02/07/24	13496	KEENAN & ASSOCIATES	6150	5084	HEALTH BENEFITS JAN	0.00	1,018.44
1001	42433	02/07/24	13496	KEENAN & ASSOCIATES	6400	5084	HEALTH BENEFITS JAN	0.00	1,093.97
1001	42433	02/07/24	13496	KEENAN & ASSOCIATES	6160	5084	HEALTH BENEFITS JAN	0.00	1,103.47
1001	42433	02/07/24	13496	KEENAN & ASSOCIATES	6020	5084	HEALTH BENEFITS JAN	0.00	1,633.20
1001	42433	02/07/24	13496	KEENAN & ASSOCIATES	100	2041	HEALTH BENEFITS JAN	0.00	2,140.37
1001	42433	02/07/24	13496	KEENAN & ASSOCIATES	6200	5084	HEALTH BENEFITS JAN	0.00	3,327.95
1001	42433	02/07/24	13496	KEENAN & ASSOCIATES	6260	5084	HEALTH BENEFITS JAN	0.00	4,684.52
1001	42433	02/07/24	13496	KEENAN & ASSOCIATES	6120	5084	HEALTH BENEFITS JAN	0.00	9,133.96
TOTAL CHECK								0.00	26,329.58

SUPERION
DATE: 02/14/2024
TIME: 11:13:02

CITY OF FOWLER
CHECK REGISTER - BY FUND

SELECTION CRITERIA: transact.check_no between '42403' and '42458'
ACCOUNTING PERIOD: 8/24

FUND - 100 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DEPT	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
1001	42434	02/07/24	12076	KEY DESIGN LOCKSMIT	6120	5190	LOCKSMITH-PD	0.00	100.00
1001	42435	02/07/24	10194	LOZANO SMITH	6060	5620	LEGAL SERVICES DEC2	0.00	135.00
1001	42435	02/07/24	10194	LOZANO SMITH	6060	5620	LEGAL SERVICES DEC2	0.00	384.00
1001	42435	02/07/24	10194	LOZANO SMITH	6060	5620	LEGAL SERVICES DEC2	0.00	1,402.33
1001	42435	02/07/24	10194	LOZANO SMITH	6060	5620	LEGAL SERVICES DEC2	0.00	1,507.50
1001	42435	02/07/24	10194	LOZANO SMITH	6060	5620	LEGAL SERVICES DEC2	0.00	2,233.65
1001	42435	02/07/24	10194	LOZANO SMITH	6060	5620	LEGAL SERVICES DEC2	0.00	3,408.60
1001	42435	02/07/24	10194	LOZANO SMITH	6060	5620	LEGAL SERVICES DEC2	0.00	3,411.00
1001	42435	02/07/24	10194	LOZANO SMITH	6060	5620	LEGAL SERVICES DEC2	0.00	3,678.75
1001	42435	02/07/24	10194	LOZANO SMITH	6060	5620	LEGAL SERVICES DEC2	0.00	12,822.07
1001	42435	02/07/24	10194	LOZANO SMITH	6060	5620	LEGAL SERVICES DEC2	0.00	-699.50
TOTAL CHECK								0.00	28,283.40
1001	42436	02/07/24	10203	MID VALLEY PACKAGIN	6260	5185	SUPPLIES-PARKS	0.00	1,559.89
1001	42438	02/07/24	14428	NAVIA BENEFIT SOLUT	6020	5220	COBRA-JAN23	0.00	200.00
1001	42439	02/07/24	14843	O'REILLY AUTO PARTS	6200	5205	FLEET SUPPLIES-PW	0.00	81.10
1001	42440	02/07/24	10237	P G & E - SACRAMENT	6200	5170	SUMNER&MOGNOLA1/16/	0.00	5.96
1001	42440	02/07/24	10237	P G & E - SACRAMENT	6200	5170	429 E MERCED 1/24/2	0.00	8.13
1001	42440	02/07/24	10237	P G & E - SACRAMENT	6200	5170	LS10F HWY LT 1/16/2	0.00	11.09
1001	42440	02/07/24	10237	P G & E - SACRAMENT	6200	5170	SUMNER/HW99 1/16/24	0.00	11.93
1001	42440	02/07/24	10237	P G & E - SACRAMENT	6200	5170	LS1 E HWY LT 1/16/2	0.00	12.72
1001	42440	02/07/24	10237	P G & E - SACRAMENT	6200	5170	TSFR 3LTS 1/16/24	0.00	12.78
1001	42440	02/07/24	10237	P G & E - SACRAMENT	6200	5170	30799 MANN 1/22/24	0.00	101.52
1001	42440	02/07/24	10237	P G & E - SACRAMENT	6200	5170	TR5041 1/16/24	0.00	109.04
1001	42440	02/07/24	10237	P G & E - SACRAMENT	6200	5170	8TH/VINE 1/16/24	0.00	16.46
1001	42440	02/07/24	10237	P G & E - SACRAMENT	6200	5170	692 HILL AVE 1/23/2	0.00	16.96
1001	42440	02/07/24	10237	P G & E - SACRAMENT	6200	5170	ADAMS/DEEAN 1/16/24	0.00	19.52
1001	42440	02/07/24	10237	P G & E - SACRAMENT	6200	5170	LS1 A HWY LT 1/16/2	0.00	20.32
1001	42440	02/07/24	10237	P G & E - SACRAMENT	6200	5170	TR5090 1/16/24	0.00	28.61
1001	42440	02/07/24	10237	P G & E - SACRAMENT	6200	5170	LS2 A HWY LT 1/16/2	0.00	41.76
1001	42440	02/07/24	10237	P G & E - SACRAMENT	6200	5170	TEMP/PARL 1/16/24	0.00	41.76
1001	42440	02/07/24	10237	P G & E - SACRAMENT	6200	5170	LS1 F HWY LT 1/16/2	0.00	45.79
1001	42440	02/07/24	10237	P G & E - SACRAMENT	6200	5170	LS2 HWY LT 1/16/24	0.00	62.10
1001	42440	02/07/24	10237	P G & E - SACRAMENT	6200	5170	T5088 1/16/24	0.00	135.39
1001	42440	02/07/24	10237	P G & E - SACRAMENT	6200	5170	GLDST/VLY DR 1/16/2	0.00	196.84
1001	42440	02/07/24	10237	P G & E - SACRAMENT	6200	5170	CLAYTON/ARMT 1/16/2	0.00	248.01
1001	42440	02/07/24	10237	P G & E - SACRAMENT	6200	5170	LS1-C HWY 1/16/24	0.00	329.35
1001	42440	02/07/24	10237	P G & E - SACRAMENT	6200	5170	LS1-F-HWY LT 1/16/2	0.00	403.16
1001	42440	02/07/24	10237	P G & E - SACRAMENT	6200	5170	630 W FRESNO 1/23/2	0.00	535.98
1001	42440	02/07/24	10237	P G & E - SACRAMENT	6200	5170	LS1-A 1/16/24	0.00	782.47
1001	42440	02/07/24	10237	P G & E - SACRAMENT	6200	5170	LS2 A HWY LT 1/16/2	0.00	942.45
1001	42440	02/07/24	10237	P G & E - SACRAMENT	6200	5170	LS1-E-HWY LT 1/16/2	0.00	1,094.42
1001	42440	02/07/24	10237	P G & E - SACRAMENT	6200	5170	LS2-A HWY LT 1/16/2	0.00	1,455.70
1001	42440	02/07/24	10237	P G & E - SACRAMENT	6200	5170	1292 MILLAR JAN24	0.00	2.34
1001	42440	02/07/24	10237	P G & E - SACRAMENT	6200	5170	127 S. 6TH SEPT23	0.00	11.41
TOTAL CHECK								0.00	6,703.97

SUPERION
 DATE: 02/14/2024
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CITY OF FOWLER
 CHECK REGISTER - BY FUND

PAGE NUMBER: 4
 ACCTPA21

SELECTION CRITERIA: transact.check_no between '42403' and '42458'
 ACCOUNTING PERIOD: 8/24

FUND - 100 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DEPT	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
1001	42441	02/07/24	14314	PERSONAL CONCEPTS	6025	5150	COMPLIANCE POSTER 2	0.00	87.52
1001	42441	02/07/24	14314	PERSONAL CONCEPTS	6200	5100	COMPLIANCE POSTER 2	0.00	87.52
1001	42441	02/07/24	14314	PERSONAL CONCEPTS	6700	5150	COMPLIANCE POSTER 2	0.00	87.52
1001	42441	02/07/24	14314	PERSONAL CONCEPTS	6150	5150	COMPLIANCE POSTER 2	0.00	87.52
1001	42441	02/07/24	14314	PERSONAL CONCEPTS	6120	5150	COMPLIANCE POSTER 2	0.00	87.52
TOTAL CHECK									437.60
1001	42442	02/07/24	11695	QUAD KNOPF	6150	5220	GRANT ASSESSMENT	0.00	340.00
1001	42443	02/07/24	10249	QUILL	6020	5100	SUPPLIES-ADMIN	0.00	29.41
1001	42443	02/07/24	10249	QUILL	6030	5110	SUPPLIES-ADMIN	0.00	49.03
1001	42443	02/07/24	10249	QUILL	6025	5110	SUPPLIES-ADMIN	0.00	49.03
TOTAL CHECK									127.47
1001	42445	02/07/24	13145	ROSENBALM ROCKERY I	6200	5202	SUPPLIES-ST	0.00	94.96
1001	42446	02/07/24	10518	SIGNMAX!	6200	5195	SIGN SUPP-ST	0.00	110.52
1001	42446	02/07/24	10518	SIGNMAX!	6200	5195	STRIP SUPP-ST	0.00	515.75
TOTAL CHECK									626.27
1001	42447	02/07/24	10288	SMART & FINAL	6700	5104	SUPPLIES-SN CTR	0.00	113.21
1001	42447	02/07/24	10288	SMART & FINAL	6700	5104	SUPPLIES-SN CTR	0.00	257.48
TOTAL CHECK									370.69
1001	42448	02/07/24	13647	SUN LIFE FINANCIAL	6700	5084	DENTAL BENEFIT JAN2	0.00	33.52
1001	42448	02/07/24	13647	SUN LIFE FINANCIAL	6400	5084	DENTAL BENEFIT JAN2	0.00	40.22
1001	42448	02/07/24	13647	SUN LIFE FINANCIAL	6150	5084	DENTAL BENEFIT JAN2	0.00	49.67
1001	42448	02/07/24	13647	SUN LIFE FINANCIAL	6025	5084	DENTAL BENEFIT JAN2	0.00	64.28
1001	42448	02/07/24	13647	SUN LIFE FINANCIAL	6030	5084	DENTAL BENEFIT JAN2	0.00	80.58
1001	42448	02/07/24	13647	SUN LIFE FINANCIAL	6160	5084	DENTAL BENEFIT JAN2	0.00	124.09
1001	42448	02/07/24	13647	SUN LIFE FINANCIAL	6020	5084	DENTAL BENEFIT JAN2	0.00	144.54
1001	42448	02/07/24	13647	SUN LIFE FINANCIAL	6200	5084	DENTAL BENEFIT JAN2	0.00	241.38
1001	42448	02/07/24	13647	SUN LIFE FINANCIAL	6260	5084	DENTAL BENEFIT JAN2	0.00	345.87
1001	42448	02/07/24	13647	SUN LIFE FINANCIAL	100	2046	DENTAL BENEFIT JAN2	0.00	874.70
1001	42448	02/07/24	13647	SUN LIFE FINANCIAL	6120	5084	DENTAL BENEFIT JAN2	0.00	941.16
TOTAL CHECK									2,940.01
1001	42449	02/07/24	10763	SUNBELT RENTALS	6130	5182	RENTAL-FIRE DEPT	0.00	719.35
1001	42449	02/07/24	10763	SUNBELT RENTALS	6200	5182	RENTAL-ST	0.00	1,923.99
TOTAL CHECK									2,643.34
1001	42450	02/07/24	13543	UNIFIRST CORPORATIO	6120	5185	MATS/MOPS-PD	0.00	6.84
1001	42450	02/07/24	13543	UNIFIRST CORPORATIO	6020	5185	MATS/MOPS-ADMIN	0.00	52.66
1001	42450	02/07/24	13543	UNIFIRST CORPORATIO	6700	5185	JANITORIAL-SN CTR	0.00	66.91
1001	42450	02/07/24	13543	UNIFIRST CORPORATIO	6200	5185	UNIFORMS-PW	0.00	85.02
1001	42450	02/07/24	13543	UNIFIRST CORPORATIO	6200	5185	UNIFORMS-ST	0.00	105.46
TOTAL CHECK									316.89
1001	42451	02/07/24	10725	VERIZON WIRELESS	6170	5160	CELL 12/24-1/23 BLD	0.00	176.08
1001	42451	02/07/24	10725	VERIZON WIRELESS	6170	5160	CELL PHN DEC23-JAN2	0.00	194.62
1001	42451	02/07/24	10725	VERIZON WIRELESS	6170	5160	CELL PHN DEC23-JAN2	0.00	398.49
TOTAL CHECK									769.19

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FUND - 100 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DEPT	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
1001	42452	02/07/24	11335	VISION SERVICE PLAN	6700	5084	VISION BENEFIT JAN2	0.00	9.85
1001	42452	02/07/24	11335	VISION SERVICE PLAN	6400	5084	VISION BENEFIT JAN2	0.00	11.82
1001	42452	02/07/24	11335	VISION SERVICE PLAN	6150	5084	VISION BENEFIT JAN2	0.00	13.78
1001	42452	02/07/24	11335	VISION SERVICE PLAN	6025	5084	VISION BENEFIT JAN2	0.00	17.73
1001	42452	02/07/24	11335	VISION SERVICE PLAN	6030	5084	VISION BENEFIT JAN2	0.00	22.83
1001	42452	02/07/24	11335	VISION SERVICE PLAN	6160	5084	VISION BENEFIT JAN2	0.00	35.43
1001	42452	02/07/24	11335	VISION SERVICE PLAN	6020	5084	VISION BENEFIT JAN2	0.00	41.34
1001	42452	02/07/24	11335	VISION SERVICE PLAN	6200	5084	VISION BENEFIT JAN2	0.00	50.41
1001	42452	02/07/24	11335	VISION SERVICE PLAN	6260	5084	VISION BENEFIT JAN2	0.00	121.27
1001	42452	02/07/24	11335	VISION SERVICE PLAN	100	2048	VISION BENEFIT JAN2	0.00	233.20
1001	42452	02/07/24	11335	VISION SERVICE PLAN	6120	5084	VISION BENEFIT JAN2	0.00	275.67
TOTAL CHECK								0.00	833.33
1001	42453	02/07/24	14830	WILLDAN GROUP INC	6160	5220	INSPECT JUL23	0.00	2,815.00
1001	42453	02/07/24	14830	WILLDAN GROUP INC	6160	5220	INSPECT OCT23	0.00	3,752.50
TOTAL CHECK								0.00	6,567.50
TOTAL CASH ACCOUNT								0.00	99,093.47
TOTAL FUND								0.00	99,093.47

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FUND - 201 - DISTRICT SALES TAX

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DEPT	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
1001	42454	02/07/24	14898	ANGEL ARMOR, LLC	2010	5715	BALLISTIC VEST-PD	0.00	2,725.23
1001	42454	02/07/24	14898	ANGEL ARMOR, LLC	2010	5715	BALLISTIC VEST-PD	0.00	23,094.63
TOTAL CHECK								0.00	25,819.86
1001	42455	02/07/24	14634	DEWBERRY ARCHITECT	2010	5220	DESIGN-PD/SN CTR	0.00	23,341.00
1001	42456	02/07/24	10122	FRESNO COUNTY FIRE	2010	5720	VEHICLE GRAPH U#15-	0.00	984.80
1001	42456	02/07/24	10122	FRESNO COUNTY FIRE	2010	5720	VEHICLE GRAPH U#30-	0.00	984.80
1001	42456	02/07/24	10122	FRESNO COUNTY FIRE	2010	5720	VEHICLE GRAPH U#25-	0.00	1,124.80
1001	42456	02/07/24	10122	FRESNO COUNTY FIRE	2010	5720	VEHICLE GRAPH U#75-	0.00	1,124.80
TOTAL CHECK								0.00	4,219.20
TOTAL CASH ACCOUNT								0.00	53,380.06
TOTAL FUND								0.00	53,380.06

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FUND - 225 - LTF - ARTICLE 8

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DEPT	ACCNT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1001	42415	02/07/24	14131	SWEEPING CORP OF AM	2250	5220	STREET SWEEP JAN24	0.00	3,500.00
1001	42440	02/07/24	10237	P G & E - SACRAMENT	2250	5170	MANN & GLDN ST 1/25	0.00	16.27
1001	42440	02/07/24	10237	P G & E - SACRAMENT	2250	5170	700 MERCED #A JAN24	0.00	1,320.87
1001	42440	02/07/24	10237	P G & E - SACRAMENT	2250	5170	1100 N. MANN JAN24	0.00	14.78
1001	42440	02/07/24	10237	P G & E - SACRAMENT	2250	5170	300 W MERCED JAN24	0.00	59.52
1001	42440	02/07/24	10237	P G & E - SACRAMENT	2250	5170	GLDST/MAN SIG JAN24	0.00	121.32
1001	42440	02/07/24	10237	P G & E - SACRAMENT	2250	5220	ADAMS&GLDNST JAN24	0.00	127.61
1001	42440	02/07/24	10237	P G & E - SACRAMENT	2250	5170	MERCED/8TH JAN24	0.00	134.10
TOTAL CHECK								0.00	1,794.47
TOTAL CASH ACCOUNT								0.00	5,294.47
TOTAL FUND								0.00	5,294.47

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FUND - 258 - BIKE PED TRAILS SUST TRAN

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DEPT	ACCNT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1001	42457	02/07/24	14787	TOOLE DESIGN GROUP	2580	5520	FOWLER BIKE/PED TRA	0.00	3,268.85
TOTAL CASH ACCOUNT								0.00	3,268.85
TOTAL FUND								0.00	3,268.85

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FUND - 500 - WATER

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DEPT	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
1001	42408	02/07/24	13635	BARNES WELDING SUPP	5000	5200	EQUIP MAINT-WTR	0.00	27.28
1001	42408	02/07/24	13635	BARNES WELDING SUPP	5000	5200	EQUIP MAINT-WTR	0.00	129.68
1001	42408	02/07/24	13635	BARNES WELDING SUPP	5000	5200	EQUIP MAINT-WTR	0.00	164.85
TOTAL CHECK								0.00	321.81
1001	42412	02/07/24	10024	BSK ASSOCIATES	5000	5310	WATER TESTING	0.00	37.00
1001	42412	02/07/24	10024	BSK ASSOCIATES	5000	5310	WATER TESTING	0.00	199.00
1001	42412	02/07/24	10024	BSK ASSOCIATES	5000	5310	WATER TESTING	0.00	199.00
1001	42412	02/07/24	10024	BSK ASSOCIATES	5000	5310	WATER TESTING	0.00	203.00
TOTAL CHECK								0.00	638.00
1001	42422	02/07/24	14247	FOWLER ACE HARDWARE	5000	5121	SUPPLIES-WTR	0.00	5.93
1001	42422	02/07/24	14247	FOWLER ACE HARDWARE	5000	5121	SUPPLIES-WTR	0.00	24.17
1001	42422	02/07/24	14247	FOWLER ACE HARDWARE	5000	5121	SUPPLIES-WTR	0.00	31.37
1001	42422	02/07/24	14247	FOWLER ACE HARDWARE	5000	5121	SUPPERS-WTR	0.00	86.53
TOTAL CHECK								0.00	148.00
1001	42423	02/07/24	10488	FOWLER UNIFIED SCHO	5000	5210	FUEL JAN24-WTR	0.00	1,225.95
1001	42426	02/07/24	10137	GLEIM-CROWN PUMP, I	5000	5200	PUMP MAINTENANCE	0.00	134.97
1001	42429	02/07/24	14238	INFOSEND, INC	5000	5621	WASTE MGMT FLYER	0.00	181.72
1001	42429	02/07/24	14238	INFOSEND, INC	5000	5621	UB MAINT JAN24	0.00	1,180.68
TOTAL CHECK								0.00	1,362.40
1001	42430	02/07/24	14976	JASDEEP & KAMALJEET	500	2050	UB REFUND	0.00	100.00
1001	42433	02/07/24	13496	KEENAN & ASSOCIATES	5000	5084	HEALTH BENEFITS JAN	0.00	5,183.52
1001	42437	02/07/24	14975	MONICA ASHWOOD	500	2050	UB REFUND	0.00	83.03
1001	42440	02/07/24	10237	P G & E - SACRAMENT	5000	5170	363 N. TEMPER JAN24	0.00	2.37
1001	42440	02/07/24	10237	P G & E - SACRAMENT	5000	5170	912 PALM JAN24	0.00	2.41
1001	42440	02/07/24	10237	P G & E - SACRAMENT	5000	5170	679 S KAND 1/23/24	0.00	93.58
1001	42440	02/07/24	10237	P G & E - SACRAMENT	5000	5170	325 S. 5TH JAN24	0.00	915.98
1001	42440	02/07/24	10237	P G & E - SACRAMENT	5000	5170	721 E BONIA 1/23/24	0.00	112.27
1001	42440	02/07/24	10237	P G & E - SACRAMENT	5000	5170	WELL SITE 8 JAN24	0.00	2,171.97
TOTAL CHECK								0.00	3,298.58
1001	42444	02/07/24	14974	ROBERT BRAY	500	2050	UB REFUND	0.00	42.08
1001	42448	02/07/24	13647	SUN LIFE FINANCIAL	5000	5084	DENTAL BENEFIT JAN2	0.00	374.11
1001	42449	02/07/24	10763	SUNBELT RENTALS	5000	5182	RENTAL-WTR	0.00	177.24
1001	42450	02/07/24	13543	UNIFIRST CORPORATIO	5000	5185	UNIFORMS-WTR	0.00	85.02
1001	42450	02/07/24	13543	UNIFIRST CORPORATIO	5000	5185	UNIFORMS-WTR	0.00	105.46
TOTAL CHECK								0.00	190.48
1001	42452	02/07/24	11335	VISION SERVICE PLAN	5000	5084	VISION BENEFIT JAN2	0.00	106.94
TOTAL CASH ACCOUNT								0.00	13,387.11

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FUND - 500 - WATER

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DEPT	ACCNT	-----DESCRIPTION-----	SALES TAX	AMOUNT
TOTAL FUND								0.00	13,387.11

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FUND - 850 - SUCCESSOR AGENCY

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DEPT	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
1001	42448	02/07/24	13647	SUN LIFE FINANCIAL	8500	5084	DENTAL BENEFIT JAN2	0.00	6.66
1001	42452	02/07/24	11335	VISION SERVICE PLAN	8500	5084	VISION BENEFIT JAN2	0.00	1.76
TOTAL CASH ACCOUNT								0.00	8.42
TOTAL FUND								0.00	8.42

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ACCOUNTING PERIOD: 8/24

FUND - 900 - PUBLIC FINANCING AUTH

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DEPT	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
1001	42458	02/07/24	10214	NBS	9000	5621	SB1029 REPORTING	0.00	574.09
TOTAL CASH ACCOUNT								0.00	574.09
TOTAL FUND								0.00	574.09
TOTAL REPORT								0.00	175,006.47



CITY COUNCIL MEETING

TUESDAY, FEBRUARY 06, 2024 at 6:00 PM

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

MINUTES

1. MEETING CALLED TO ORDER

Mayor Parra called meeting to order at 6:02 p.m.

2. ROLL CALL

PRESENT

Daniel Parra
Juan Mejia
Leonard Hammer
Karnig Kazarian

ABSENT

Amarjeet Gill

City Staff Present: City Manager Tucker, City Attorney Cross, Assistant City Manager Gaffery, Accountant Carrillo, Fresno County Fire Protection District Battalion Chief Dominguez, Matt Hamilton Deputy City Engineer, Recreation Supervisor Hernandez, City Planner Marple, Finance Director Moreno, Police Chief Reid, Public Works Director Rocha, and City Clerk Vasquez.

6. RULES OF PROCEDURE

A. APPROVE Resolution No. 2698 creating the Rules of Procedure for the City Council of the City of Fowler.

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

Two members of the public spoke.

7. PUBLIC COMMENT

Two members of the public spoke.

8. CONSENT CALENDAR

Approve items A-D, F, G, and I-L of the consent calendar.

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

9. CONTESTED CONSENT CALENDAR

Items E and H were pulled from the consent calendar.

Item E. APPROVE a three-year professional services agreement with Price Paige & Company in the amount of \$117,425 total for audit support services in Fiscal Years 2023-24, 2024-25, and 2025-26

Motion made by Mejia, Seconded by Hammer.

Voting Yea: Parra

Voting Nay: Kazarian

Two members of the public spoke.

Item H. ADOPT Resolution No. 2703 approving the Final Map for Tract No. 6381, accepting the dedication of the public streets and easements as offered on the Final Map in accordance with the terms of the Conditions of Approval, and approving and authorizing the City Manager to execute the Subdivision Agreement on behalf of the City.

Councilmember Kazarian posed a question regarding groundwater recharge. Council directed Staff to inquire with the project developer regarding the feasibility of connecting the stormwater retention basin to SKGSA groundwater recharge infrastructure. Council also directed staff to consider SKGSA infrastructure interconnection in future stormwater retention basin projects.

Councilmember Kazarian recused himself due to owning property within 500 feet of the subject property.

Motion made by Hammer, Seconded by Mejia.

Voting Yea: Parra

Voting Abstaining: Kazarian

10. GENERAL ADMINISTRATION

Finance

10A. RECEIVE AND FILE the City of Fowler Cash and Investment Report for the Second Quarter ending December 31, 2023

10B. Actions pertaining to the Fiscal Year 2023-24 mid-year budget report and budget amendments:

ACCEPT the Fiscal Year 2023-24 mid-year budget report.

APPROVE Resolution No. 2706 Fiscal Year 2023-24 budget amendments.

Motion made by Mejia, Seconded by Kazarian.

Voting Yea: Parra, Hammer

10C. INTRODUCTION of Ordinance No. 2024-01 amending Sections 6-4.701, 6-4.702, 6-4.703, and 6-4.709 of Article 7, of Chapter 4, of Title 6, and Section 6-4.1109 of

Article 11, of Chapter 4, of Title 6 of the Fowler Municipal Code relating to the application of security deposits for water service. **(Continued to February 20, 2024)**

**Motion to continue to February 20, 2024 made by Kazarian, Seconded by Mejia.
Voting Yea: Parra, Kazarian**

11. STAFF COMMUNICATIONS

Updates were provided by Finance Director Moreno, City Clerk Vasquez, City Planner Marple, Public Works Director Rocha, Police Chief Reid, and Recreation Supervisor Hernandez.

12. COUNCILMEMBER REPORTS AND COMMENTS

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

13. CLOSED SESSION

Government Code Section 54956.9(d)(2)

Conference with Legal Counsel - Anticipated Litigation

Significant Exposure to Litigation

One Potential Case - Bee Sweet's claim for reimbursement for Golden State Blvd. improvements

Government Code Section 54957(a)

Threat to public services or facilities

Consultation with:

Michael S. Reid, Chief of Police

Thomas W. Gaffery IV, Assistant City Manager

14. RECONVENE INTO OPEN SESSION AND REPORT ACTION

Meeting reconvened into open session at 8:17 p.m.

No reportable action was taken on any of the two items.

15. ADJOURN

Having no further business, the meeting adjourned at 8:18 p.m.



CITY COUNCIL OF THE CITY OF FOWLER

REPORT TO THE CITY COUNCIL

DATE: February 20, 2024
FROM: MICHAEL REID, Police Chief
SUBJECT: Actions pertaining to City Hall security:

- 1) AUTHORIZE the City Manager to negotiate and execute an agreement with Hoffman Electronic Systems for the purchase and installation of electronic building entry access control systems, duress alarms, and closed-circuit cameras for public access areas of City Hall, the Police Department, Council Chambers and the Community Development building in an amount not to exceed \$40,000.
 - 2) APPROVE Resolution No. 2707 amending the 2023-2024 Adopted Budget.
-

EXECUTIVE SUMMARY

Approval of this item will allow for security upgrades to City of Fowler facilities, improving both staff and public safety.

BACKGROUND

Phase I Security Upgrades (Completed)

On August 16, 2022, the City Council authorized the City Manager to enter into an agreement with Hoffman Electronic Systems (Hoffman) to install access control systems at City Hall. Prior to recommending Hoffman, staff evaluated solutions from various security vendors. Based on best value and references, Hoffman Security was selected, consistent with the provisions of the City's Purchasing Policy.

Based on the success of the access control project, the City of Fowler contracted with Hoffman on October 10, 2022, to provide closed circuit video surveillance for portions of the Police Department. Since their implementation, both access control and camera surveillance systems have continued to operate effectively and efficiently.

In early February, critical security issues were identified at the Senior Center. Under the purchasing authority of the City Manager and based on their excellent performance on two prior security projects for the City of Fowler, Hoffman was consulted to develop an access control and site security plan for the Senior Center. As a result, security cameras, a duress alarm, and access control to include a buzz-in entry system were installed. This system immediately

improved security for seniors and staff. Staff ensured these items could be repurposed in the new facility.

Phase II Security Upgrades (Scopes of Work for Consideration)

Hoffman has developed two additional scopes of work to address safety concerns.

1. Community Development Building (\$9,895)

This scope will improve public access control with a buzz-in entry system, access control door locks, allow for duress alarms to be installed, and add security camera monitoring at the Community Development building.

2. City Hall (\$19,795)

This scope will install duress alarms and a buzz-in video system at City Hall and the Police Department public windows. This will also add security cameras to the Council Chamber, the courtyard area, and at all public and employee entry points.

Phase III Security Upgrades (Scopes of Work Being Prepared)

3. Unified Camera Monitoring

Hoffman is preparing a scope of work for the necessary hardware and software so that all security cameras to be monitored at the Police Department. If the scope of work falls within this allocated budget, the City Manager will negotiate a contract for the scope.

4. Duress Notifications

The Police Department is collaborating with Hoffman, and Vincent Communications, the City's radio communications vendor, to broadcast duress notifications via the Police Department's radios. If the scope of work falls within this allocated budget, the City Manager will negotiate a contract for the scope.

PUBLIC NOTICE

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

ENVIRONMENTAL REVIEW

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

GENERAL PLAN CONSISTENCY

Goal PF-1

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

Policy PF-15

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

FISCAL IMPACT AND PROCUREMENT PROCESS

A Budget Amendment in the amount of \$40,000 is recommended to allocate funds for these four scopes of work.

The total ongoing monthly service charges for the current and proposed security upgrades at the Senior Center, City Hall, and Community Development Building is \$625 per month. This will be paid from the Information Technology Department operational budget and will be added to the Department's budget requests for Fiscal Year 2024-2025.

These scopes of work for both Hoffman Security and Vincent Communications fall under the City's Purchasing Policy Section 7, Exceptions to Purchasing Methods and within subsection F, Sole Source Purchases, which states "...[s]ole source purchases may include certain product[s]...that have been proven to be the only product that has proven to be acceptable or compatible with existing city hardware/software." Both Hoffman and Vincent have previously provided public safety related services to the City of Fowler. The proposals before the City Council today will integrate with existing technology utilized currently by both Hoffman and Vincent to provide seamless security upgrades for the City of Fowler.

CONFLICT OF INTEREST

Staff is not aware of any conflicts of interest.

Attachments

- Resolution No. 2707
- Hoffman Electronic systems Proposal for Planning Dept Access Control/CCTV
- Hoffman Electronic systems Proposal for City Hall/PD Access Control/CCTV Add On

RESOLUTION NO. 2707

**A RESOLUTION OF THE COUNCIL OF THE CITY OF FOWLER
APPROVING AND ADOPTING THE BUDGET AMENDMENT FOR ADDITIONAL COST
FOR SECURITY IMPROVEMENTS FOR DESIGNATED CITY OF FOWLER FACILITIES**

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

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

WHEREAS, the budget amendment request attached hereto will allow for the installation of access control measures, panic alarms, and security cameras at the Community Development building as well as City Hall public and employee access points.

NOW, THEREFORE, BE IT RESOLVED, the Fowler City Council hereby resolves that the FY 2023/2024 budget be amended to reflect the \$40,000 as described in the attachment hereto.

PASSED, APPROVED AND ADOPTED this 20th day of February, 2024, at a regular meeting of the Fowler City Council by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

APPROVED:

Daniel T. Parra, Mayor

ATTEST:

Angela Vasquez, City Clerk



REQUEST FOR BUDGET AMENDMENT Resolution 2707

Requested by: Margarita Moreno		Budget Amounts	
Account Numbers:	Fund Name Description	Increase	Decrease
Revenues:			
101	Fund Balance		\$40,000.00
Appropriations:			
101-6080-5715	Equipment	\$40,000.00	
Reason(s) for Budget Amendment:			
<p>To align the expenses and revenues to the 2023/2024 budget, staff is requesting a budget amendment to appropriate funding for the installation of access control measures, panic alarms, and security cameras at the Community Development building as well as City Hall public and employee access points.</p> <p>Department Director _____ Date _____</p>			
Approval Required Budget Amendment:			
<p>Finance Director _____ Date _____ <div style="text-align: center; margin-left: 100px;">Signature</div></p> <p>City Manager _____ Date _____ <div style="text-align: center; margin-left: 50px;">Signature</div></p> <p>City Council: <input type="checkbox"/> Approved <input type="checkbox"/> Resolution # _____ <input type="checkbox"/> Denied Date _____</p>			

Fresno Area:
90 E. Escalon Ave. #120
Fresno, CA 93710
(559) 292-7871
ACO # 4638
Con. Lic. 484100



Merced Area:
230
Atwater, CA 95301
(209) 384-3305
(800) 972-0003
(209) 722-1107-Fax
HoffmanElectronics.com

Section 7, Item C.

PROPOSAL

Proposal Submitted to: Fowler Police Department Address: 128 S. 5th St, Fowler, CA 93625 Phone: (559) 834-3254 Submission Date: 1/31/24	Job Name: Plannind Dept Access Control/CCTV Job Location: 108 N. 3rd St, Fowler, CA 93625 Site Contact: Chief Michael Reid Site Contact Email: mreid@ci.fowler.ca.us
--	---

[Redacted text]

[Redacted text]

[Redacted text]

We propose hereby to furnish material and labor - complete in accordance with above specifications for the sum of:

Nine Thousand Eight Hundred Ninety-Five Dollars and No Cents \$9,895.00
 Monitoring and Service: \$95.00 per month (Based on a three-year agreement)

All material is guaranteed to be as specified. All work is to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements are contingent upon strikes, accidents, or delays beyond our control. Owner is to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

Approved
By _____
Not valid unless signed by an officer of Hoffman Electronic Systems

By _____
Sales Agent

Date _____

This Agreement shall not be binding upon Hoffman unless approved by an officer of Hoffman

This proposal may be withdrawn by us if not accepted within: 20 days

ACCEPTANCE OF PROPOSAL - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

By: _____
Type or Print

Authorized
Date of Acceptance _____

Subscriber

Fresno Area:
 90 E. Escalon Ave. #120
 Fresno, CA 93710
 (559) 292-7871
 ACO # 4638
 Con. Lic. 484100



Merced Area:
 230
 Atwater, CA 95301
 (209) 384-3305
 (800) 972-0003
 (209) 722-1107-Fax
 HoffmanElectronics.com

Section 7, Item C.

PROPOSAL

Proposal Submitted to: Fowler Police Department Address: 128 S. 5th St, Fowler, CA 93625 Phone: (559) 834-3254 Submission Date: 1/31/24	Job Name: City Hall/PD Access Control/CCTV Add On Job Location: 128 S. 5th St, Fowler, CA 93625 Site Contact: Chief Michael Reid Site Contact Email: mreid@ci.fowler.ca.us
--	---

[Redacted text block containing multiple lines of greyed-out information]

We propose hereby to furnish material and labor - complete in accordance with above specifications for the sum of:

Nineteen Thousand Seven Hundred Ninety-Five Dollars and No Cents \$19,795.00
 Monitoring and Service: \$195.00 per month (Based on a three-year agreement)

All material is guaranteed to be as specified. All work is to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements are contingent upon strikes, accidents, or delays beyond our control. Owner is to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

Approved
 By _____ By _____
 Not valid unless signed by an officer of Hoffman Electronic Systems Sales Agent

Date _____

This Agreement shall not be binding upon Hoffman unless approved by an officer of Hoffman

This proposal may be withdrawn by us if not accepted within: 20 days

ACCEPTANCE OF PROPOSAL - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

By: _____
 Type or Print

Authorized
 Date of Acceptance _____ Subscriber



CITY COUNCIL MEETING

REPORT TO THE CITY COUNCIL

DATE: February 20, 2024

FROM: THOMAS W. GAFFERY IV, Assistant City Manager

SUBJECT: Actions pertaining to Donny Wright Park and Harris Street Park improvements:

- 1) REJECT all proposals from the “Engineering Design Services - Park Improvements at Donny Wright Park and Harris St Neighborhood Park” Request for Proposals.
- 2) APPROVE an Agreement with Provost & Pritchard Consulting Group in the amount of \$72,200 for engineering and land surveying services for the Donny Wright and Harris Park improvements project and authorize the City Manager to execute said Agreement.

EXECUTIVE SUMMARY

This awards a contract for the design of improvements at Donny Wright Park and the development of Harris Park.

BACKGROUND

The City was awarded \$180,814 in Proposition 68 funds for design and construction of this project.

Staff prepared and solicited a Request for Proposals (RFP) for engineering design services for this project via the PlanetBids system. The RFP was released on October 16, 2023 and closed on November 8, 2023. Eight firms registered as prospective bidders. One response was received in the amount of \$119,300. Staff recommend Council reject this proposal.

Staff then contacted the grant awarding agency to confirm if the grant terms allowed the City to utilize the City’s consulting engineers to perform this scope of work. After receiving that confirmation, Staff requested Provost & Pritchard Consulting Group provide a proposal. Provost & Pritchard submitted a proposal to perform the engineering design services in the amount of \$72,200. Staff recommend Council approve this agreement with Provost & Pritchard to perform the engineering design services in the amount of \$72,200.

PUBLIC NOTICE

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

ENVIRONMENTAL REVIEW

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

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

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

GENERAL PLAN CONSISTENCY

Goal CDES-1

Through community design, Fowler fosters and reinforces the City’s unique sense of place.

Goal CH-1

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

Goal CH-4

Public facilities are equitably distributed throughout the community.

Policy OS-2

The City shall develop and maintain an open space network that provides both passive and active recreation opportunities.

Policy OS-19

Promote the City’s urban forest as a contributor to the local environment and community aesthetics.

Policy OS-21

Maximize tree canopy coverage on public lands and open spaces through the planting of new trees and the management and care for existing trees.

Goal PF-1

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

Goal PF-2

Fowler maintains and manages the orderly and efficient expansion of public facilities, utilities, and community services.

FISCAL IMPACT AND PROCUREMENT PROCESS

This project is funded by a Proposition 68 grant award.

Section 7J of the purchasing policy states the City Council has the authority to reject all bids and negotiate with an award a contract to any vendor of the City's choosing. As Provost & Pritchard Consulting Group is the City's consulting planners and engineers, there are economies of scale and synergies involved in the vendor performing this scope of work.

CONFLICT OF INTEREST

Staff is not aware of any conflicts of interest.

Attachments

- Agreement
- Exhibit A – Scope of Services

**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 February 20, 2024 ("Effective Date").

RECITALS

- A. City desires to obtain services for engineering and land surveying services for the Donny Wright and Harris Park improvements project ("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 seventy-two thousand two hundred dollars (\$72,200).

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

Soo Ho Park, PE
Director of Operations

Wilma Tucker
City Manager

Date: _____

Date: _____

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

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

Approved as to Form:

Attest:

Scott G. Cross
City Attorney

Angela Vasquez
Deputy City Clerk

Date: _____

Date: _____

EXHIBIT A

Scope of Services

February 9, 2024

Thomas Gaffery
Assistant City Manager
City of Fowler
128 S. 5th Street
Fowler, CA 93625

**Subject: Engineering and Land Surveying Services for
Donny Wright and Harris Park Improvements Project, Fowler, California**

Dear Thomas Gaffery:

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

PROJECT UNDERSTANDING

We understand that the City of Fowler has been awarded Prop 68 grant funding and is proposing upgrades to an existing park and constructing a new neighborhood park. Donny Wright Park is located in the southwest quadrant of the city and the new Harris Park will be located off 5th Street on the east side of the City. The work at Donny Wright Park includes the construction of a new shade structure to provide shade for the existing playground structure. This project will construct new improvements for Harris Park, which includes landscaping and irrigation, new concrete walkways and perimeter curbs, fencing, as well as a new electrical service to provide power to perimeter lighting and a new streetlight.

SCOPE OF SERVICES

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

DONNY WRIGHT PARK

PHASE PSE: DONNY WRIGHT PARK PLANS, SPECIFICATIONS, AND COST OPINION

- Conduct utility research and identify potential conflicts with record utilities.
- Conduct site investigation for the purposes of preparing construction documents.
- Field Topographic Survey
- Prepare base map from City's topo, boundary, and control survey AutoCAD drawing.
- Prepare layout of improvements on 24" by 36" sheets, including limits of work and location and new shade structure. Plans will include the following sheets:
 - a. Cover Sheet and Legend & Abbreviations Sheet

\\ppeng.com\pzd\data\docs\Marketing\Proposals\2024\City of Fowler-Donny Wright and Harris Park Improvements 24-020\Working Drafts\Proofs for Review\2024-0109 Donny Wright and Harris Park Improvements.docx

- b. Existing Topography/Demolition Sheets – Plan View (1" =10' scale)
 - c. Park Improvement Plan Sheets – Plan View (1" =10' scale)
 - d. Typical Cross Section and Detail Sheets
- We anticipate one preliminary submittal to the City for review when PS&E is approximately 50% complete, to discuss and agree on the approach to deal with any unique site issues. After review is complete, we will generate 100% final construction documents ready for use in bidding.
 - Submit one electronic set of plans and preliminary EOPCC to the City. Design submittals will be made to the City's designated project manager who will distribute submittals and coordinate review with City Departments.
 - Meeting with City to discuss comments on the plans after 50% and 100% submittal.
 - Prepare Engineer's Opinion of Probable Construction Cost (EOPCC)
 - Prepare and submit 100% Technical Specifications.
 - Deliverables:
 - a. (1) Electronic Copy of PS&E to the City
 - b. (3) Hard Copies of PS&E to the City
 - Bidding Assistance to include:
 - a. Attend pre-bid meeting and job walk.
 - b. Prepare necessary responses to bidder requests for information.
 - c. Prepare Addend and changes to contract documents resulting from bidders questions.
 - d. Prepare bid canvas and make recommendation of lowest responsible, responsive bidder to the City.
 - Construction Administration to include:
 - a. Attend pre-construction meeting.
 - b. Assist with review of submittals and shop drawings.
 - c. Review RFI's and take appropriate action.
 - d. Change Order Review and Comments
 - i. Prepare draft Contract Change Orders, if necessary, for review by the City
 - ii. Investigation of site conditions that are claimed to differ from those described in the contract documents.
 - e. Prepare Record Drawings

HARRIS PARK

PHASE PSE: HARRIS PARK PLANS, SPECIFICATIONS, AND COST OPINION

- Conduct utility research and identify potential conflicts with record utilities.
- Conduct site investigation for the purposes of preparing construction documents.
- Field Topographic Survey

- Prepare base map from City's topo, boundary, and control survey AutoCAD drawing.
- Prepare layout of improvements on 24" by 36" sheets, including limits of work, grading, concrete flatwork locations, and landscape and irrigation design. Plans will include the following sheets:
 - a. Cover Sheet and Legend & Abbreviations Sheet
 - b. Existing Topography/Demolition Sheets – Plan View (1" =10' scale)
 - c. Park Improvement Plan Sheets – Plan View (1" =10' scale)
 - d. Grading and Drainage Plan Sheet – Plan View (1" =10' scale)
 - e. Landscape and Irrigation Plan Sheet – Plan View (1"=10' scale)
 - f. Typical Cross Section and Detail Sheets
- We anticipate one preliminary submittal to the City for review when PS&E is approximately 50% complete, to discuss and agree on the approach to deal with any unique site issues. After review is complete, we will generate 100% final construction documents ready for use in bidding.
- Submit one electronic set of plans and preliminary EOPCC to the City. Design submittals will be made to the City's designated project manager who will distribute submittals and coordinate review with City Departments.
- Meeting with City to discuss comments on the plans after 50% and 100% submittal.
- Prepare Engineer's Opinion of Probable Construction Cost (EOPCC)
- Prepare and submit 100% Technical Specifications.
- Deliverables:
 - a. (1) Electronic Copy of PS&E to the City
 - b. (3) Hard Copies of PS&E to the City
- Bidding Assistance to include:
 - a. Attend pre-bid meeting and job walk.
 - b. Prepare necessary responses to bidder requests for information.
 - c. Prepare Addend and changes to contract documents resulting from bidders questions.
 - d. Prepare bid canvas and make recommendation of lowest responsible, responsive bidder to the City.
- Construction Administration to include:
 - a. Attend pre-construction meeting.
 - b. Assist with review of submittals and shop drawings.
 - c. Review RFI's and take appropriate action.
 - d. Change Order Review and Comments
 - i. Prepare draft Contract Change Orders, if necessary, for review by the City
 - ii. Investigation of site conditions that are claimed to differ from those described in the contract documents.

- e. Prepare Record Drawings

PHASE ELEC: ELECTRICAL DESIGN

- Site Walk
- Utility Power Service Application Preparation
- Preparation of the following electrical plans on 24" x 36" sheets:
 - a. Legend and Abbreviations
 - b. Single Line Diagram and Load Calculations
 - c. Electrical Site Plan
 - d. Electrical Schedules
 - e. Electrical Details
- Preparation of Electrical Specifications
- Prepare Engineer’s Estimate of Probable Cost (EEOPC).
- Preparation of electrical permitting documents, including:
 - a. Title 24 Voltage Drop Calculations
- Meeting with the City to discuss comments to the plans.
- Deliverables:
 - a. (1) Electronic Copy of PS&E to the City for the 50% and 100% Submittal
 - b. (3) Hard Copies of PS&E to the City

PROFESSIONAL FEES

Provost & Pritchard Consulting Group will perform the services in this Phase on a time and materials basis, in accordance with our Standard Fee Schedule in effect at the time services are rendered. Per the On-call agreement between Provost & Pritchard Consulting and the City of Fowler, all services, apart from subconsultant services will be discounted at 15%. These fees will be invoiced monthly as they are accrued, and our total fees, including reimbursable expenses, will not exceed our estimate of \$72,200 without additional authorization.

PROPOSED FEE – DONNY WRIGHT & HARRIS PARK IMPROVEMENTS	
PHASE	ESTIMATED FEE
Phase PS&E – Donny Wright Park	\$19,800
Phase PS&E – Harris Park	\$35,400
Phase ELEC – Electrical Design	\$17,000
Total Estimated Fee:	\$72,200

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

SCHEDULE

Once we receive an executed copy of this Proposal together with the signed Consultant Services Agreement and are authorized to proceed, we can prepare Preliminary (50%) Design Plans and EOPCC for initial submittal

in approximately 6 weeks. Agency review time is beyond our control. If an additional submittal is required after initial review, we will be prepared to re-submit 6 weeks after we receive agency comments.

ASSUMPTIONS

- If the scope of services requires Consultant to estimate quantities, areas and/or volumes for construction, such estimates are made on the basis of Consultant's experience and qualifications and represent Consultant's best judgment as a professional generally familiar with the industry and will be performed pursuant to generally accepted standards of professional practice in effect at the time of performance. However, such estimates are only estimates and shall not constitute representations, warranties or guarantees of the quantities of the subject of the estimate. If the scope of services requires Consultant to provide its opinion of probable construction costs, such opinion is to be made on the basis of Consultant's experience and qualifications and represents Consultant's best judgment as to the probable construction costs. However, since Consultant has no control over costs or the price of labor, equipment or materials, or over the contractor's method of pricing, such opinions of probable construction costs do not constitute representations, warranties or guarantees of the accuracy of such opinions, as compared to bid or actual costs.
- Staging plans, traffic control plans, and construction phasing plans are not part of this scope of work. If requested as additional services, City staff will recommend available staging areas and we will illustrate these areas on our plans. It will be the responsibility of the City's awarded Contractor to define their plans for use of these staging areas.
- Provost & Pritchard CAD standards and title block will be used for the design of this project.

ADDITIONAL SERVICES

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

- Additional office or field services required due to any governmental agency changes in ordinances, codes, policies, procedures, or requirements after the date of this agreement.
- Pre-construction and/or Post-construction Biological Surveys
- All the costs of preparation, examination, and filing of Record of Survey or Corner Record.
- Construction staking. We will provide a proposal to you when the plans are complete, and the construction schedule is determined. This construction proposal will be provided at a later date so that specific improvements are well defined, and a clearly defined scope and fee can be provided.
- Preparation and processing of Indirect Source Rule application with San Joaquin Valley Air Pollution Control District (SJVAPCD).
- Storm Water Pollution Prevention Plan (SWPPP) in compliance with State Water Resources Control Board (SWRCB) Construction General Permit
- Payment of all checking and inspection fees, zoning and annexation application fees, assessment fees, and all other fees, permits, title company charges, and all other similar charges not specifically covered by the terms of this agreement.

TERMS AND CONDITIONS

To convey a clear understanding of our mutual responsibilities under this proposal, the executed agreement between the City and Provost & Pritchard fully executed on January 17, 2023 is made a part of this proposal, by reference and all terms and conditions apply. Please sign this proposal mail or email a copy to our office. The signed proposal will serve as our Notice to Proceed. This proposal is valid for 30 days from the date above.

Sincerely Yours,
Provost & Pritchard Consulting Group



Rebekah Brechmann, RCE 95075
Project Manager



Soo Ho Park, RCE 89361
Director of Operations

TERMS AND CONDITIONS ACCEPTED

By City of Fowler

Signature

Printed Name

Title

Date

EXHIBIT B

Insurance Requirements

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



CITY COUNCIL MEETING

REPORT TO THE CITY COUNCIL

DATE: January 20, 2024

FROM: THOMAS W. GAFFERY IV, Assistant City Manager

SUBJECT: APPROVE Resolution No. 2709 replacing the City's Purchasing Policy

EXECUTIVE SUMMARY

This action approves a new Purchasing Policy to replace the April 17, 2007 policy.

BACKGROUND

The updated Purchasing Policy sets forth procedures for the purchase of supplies and equipment, professional services and maintenance work. Key provisions of this policy include:

- Formatting for consistency and clarity.
- Defining roles and responsibilities.
- Clarifies award types and process.
- Adds an annual CPI escalator to the City manager's authority.
- Better defines sole source, uniquely qualified, cooperative, and piggyback purchases.

PUBLIC NOTICE

This item does not require a public hearing and was noticed with 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 AND PROCUREMENT PROCESS

This action ensures the responsible administration of City monies and prudent acquisitions of supplies and services, consistent with State law.

CONFLICT OF INTEREST

Staff is not aware of any conflicts of interest.

Attachments

- Resolution No. 2709
- Purchasing Policy

RESOLUTION NO. 2709
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FOWLER ADOPTING
PURCHASING POLICY FOR THE CITY OF FOWLER

WHEREAS, the City’s Purchasing Policy was adopted by City Council on April 17, 2007; and

WHEREAS, Staff now recommend these policies be updated; and

WHEREAS, The Purchasing Policy sets forth the procedures for the purchase of supplies and equipment, professional services and maintenance, and provide financial reporting; and

WHEREAS, the proposed Purchasing 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 Purchasing Policy of April 17, 2007 is hereby repealed in its entirety.
- 2. The Purchasing Policy are hereby adopted.

PASSED, APPROVED AND ADOPTED on February 20, 2024, 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
Purchasing Policy
per Resolution No. 2709
February 20, 2024**

1. Purpose.

The purpose of this Purchasing Policy is to establish guidelines and procedures for the purchase of goods and services by the City of Fowler. This policy aims to ensure transparency, fairness, efficiency, and fiscal stewardship in the purchasing process while adhering to all applicable federal and state laws.

2. Designation, Responsibility and Scope.

- a. City Manager. The City Manager or their designee shall serve as the Purchasing Officer (FMC 2-519).
- b. Purchasing Officer. The Purchasing Officer shall promulgate the necessary processes and forms necessary to implement this Policy.
- c. Fund Sources. Certain funding sources may have additional requirements beyond this Policy.
- d. Appropriations. The purchase and contract of expenditures must be authorized in the City's Annual Budget or by amendment to the Annual Budget approved by the City Council. Allocation of funds in the Annual Budget does not supersede the requirement to follow this Policy.
- e. Public Contracts Code. This policy does not apply to public works projects subject to the California Public Contracts Code.
- f. Emergency Purchases. See Fowler Municipal Code Section 2-5.19.

3. Typical Types of Purchases.

- a. Goods. The purchase of goods consists of materials, equipment and supplies needed by any department.
- b. General Services. Services rendered such as custodial services, building/equipment maintenance, and machinery/equipment rental, excluding contracts for public works projects or professional services.
- c. Professional Services. Services provided by a person or firm engaged in a profession based on highly specialized and/or technical knowledge or skill, such as the professions of accountant, attorney, artist, architect, engineer, land use consultant, veterinarian, and similar whose services are considered distinct and unique to such a degree that bidding of such services may not be feasible, if appropriately justified and documented.
- d. Maintenance Work. Maintenance required to preserve a public improvement that is not considered a public work pursuant to the Fowler Municipal Code or the California Public Contracts Code.

4. Authority and Process to Award Contracts.

- a. City Council. Purchases or contracts including public works construction contracts, over the City Manager’s Award Authority shall be awarded by the City Council.
- b. City Manager. Purchases or contracts, including public works construction contracts, up to the City’ Manager’s Award Authority may be awarded by the City Manager.
- c. Authority to Legally Bind City. Unless specifically authorized as established in this Policy or authorized elsewhere by Council, staff other than the City Manager cannot enter into contractual arrangements to purchase goods or services or otherwise legally bind the City for such purchases.
- d. Award Authority Determined by One Transaction. For the purpose of determining the appropriate Award Authority, contract amounts or bid estimates are defined by what constitutes a single or one transaction.
 - i. One-Time Purchases. Each discrete, one-time purchase is a single transaction.
 - ii. Contract Amendments. Dollar increases to existing contracts require the sum of the original contract to be added to the amount of the amendment to determine the single transaction value and corresponding award authority.
 - iii. Attempts to Circumvent and Piecemealing. Goods or services consistently purchased from year-to-year from the same vendor are not considered One-Time Purchases.
- e. City Manager’s Award Authority. The City Manager is authorized to Awards contracts of up to fifty thousand dollars (\$50,000) as of the date of this Resolution. This amount shall be administratively adjusted annually on July 1 to the nearest one thousand dollars (\$1,000) in response to changes in the Consumer Price Index for All Urban Consumers (CPI-U) “all items in U.S. city average, all urban consumers, not seasonally adjusted” by the Purchasing Officer.
- f. Public Contract Thresholds. Per California Public Contracts Code 22032. Currently, Public projects of two hundred thousand dollars (\$200,000) or less may be awarded using Informal Procurement Procedures.
- g. Contract Template and Form. The City’s Standard Agreement, as provided by the City Attorney, is preferred. If presented with a vendor-provided agreement, staff should attempt to replace it with the City’s Standard Agreement or negotiate a rider. Any substantive revisions to the Standard Agreement shall be approved as to form by the City Attorney.
- h. Scope of Work. A well-defined Scope of Work shall be provided for all Awards.
- i. Certificates of Insurance and Coverage Requirements. All vendors must provide appropriate insurance as per the City’s current insurance requirements, or approval of a waiver as authorized by the City Manager or the City’s risk management provider.

5. Award Types.

- a. Invoice and Payment Voucher. When a purchase is made without one of the other Award types, the vendor shall be paid from their invoice along with a City payment voucher form.
- b. Purchase Orders. Purchase orders are used to make discrete, non-recurring purchases of goods and/or services. Depending on the cost and complexity of the purchase, a written agreement may be required.
- c. Blanket Purchase Orders. Blanket purchase orders are for a fixed term for routine, recurring or as-needed purchases of goods and/or services.
- d. Requirements Contracts and Master Purchase Agreements. These are type of Blanket Purchase Order that can be renewed annually according to the terms established through competitive bidding or negotiation, or as approved by the appropriate award authority.
- e. Job Order Contracts. *Reserved.*
- f. Service Agreements. *Reserved.*

6. Purchasing Thresholds.

- a. Purchases of \$5,000 or Less. These may be made without obtaining price quotes. Staff are encouraged to price shop whenever possible to ensure the City is receiving the best value in exchange for public funds.
- b. Purchases of \$50,000 or Less. These may be made by obtaining (or documented attempt to obtain) at least three written price quotes. Contracts are typically awarded to the lowest responsive and responsible provider, but best value determinations can be made on factors in addition to pricing if the justification is properly documented and in the best interest of the City.
- c. Purchases of more than \$50,000. These purchases shall be advertised via the City's website, PlanetBids, or similar platform. Bid documents with a clearly defined scope of work, specifications, evaluation criteria, and terms shall be provided. Bids shall be evaluated based on predetermined criteria, including price, qualifications, experience, and past performance, and award the contract to the most responsive and responsible bidder in compliance with applicable regulations.

7. Sole Source and Uniquely Qualified Vendors.

- a. Sole Source. Materials, supplies and equipment that can be obtained from only one supplier, or where a substitute does not exist, may be purchased through the sole source process.
- b. Uniquely Qualified. A provider whose knowledge, skills, abilities, and services cannot be replicated by another provider.
- c. Thresholds. Purchases of \$50,000 or less are subject to the approval of the City Manager. Purchases of more than \$50,000 are subject to City Council approval.
- d. Justification and Documentation.
 - i. Sole Source. A written justification shall address every unique or specialized feature of the product in question, why these unique or

specialized features are necessary, why an alternate solution would not be feasible, and a description of attempts to locate other suppliers.

- ii. Uniquely Qualified. A written justification shall address the unique qualifications of this service provider.

8. Cooperative Purchases and Piggybacking.

- a. Defined. Cooperative Purchases and Piggybacking are used to purchase goods or services through cooperative purchasing agreements with other public agencies by being a primary party in a joint formal bid, or by purchasing from a vendor who has been awarded a contract by other government agencies under the same terms and at the same pricing.
- b. Process. All Cooperative Purchases and Piggybacks must be authorized by the Purchasing Manager or their designee. This does not change the purchasing thresholds dollar amounts.

9. Local Purchasing Preference. *Reserved.*

10. Code of Conduct and Ethics.

All employees involved in the purchasing process shall adhere to the highest ethical standards, including:

- a. Conflict of Interest: Employees shall disclose any conflicts of interest and refrain from participating in the procurement process where a conflict exists, complying with applicable laws and regulations.
- b. Fair Competition: All vendors and suppliers shall be treated fairly and equally, without favoritism or undue influence, in accordance with State law.
- c. Confidentiality: Maintain the confidentiality of sensitive procurement information and protect it from unauthorized disclosure, following applicable privacy and data protection regulations.

11. Training and Compliance.

The City shall provide regular training to employees involved in the purchasing process to ensure their understanding of this policy and compliance with all applicable requirements. Non-compliance shall be addressed through appropriate disciplinary action, following established procedures and in accordance with applicable laws and regulations.



CITY COUNCIL MEETING

REPORT TO THE CITY COUNCIL

DATE: February 20, 2024

FROM: THOMAS W. GAFFERY IV, Assistant City Manager

SUBJECT: INTRODUCTION of Ordinance No. 2024-01 amending Sections 6-4.701, 6-4.702, 6-4.703, and 6-4.709 of Article 7, of Chapter 4, of Title 6, and Section 6-4.1109 of Article 11, of Chapter 4, of Title 6 of the Fowler Municipal Code relating to the application of security deposits for water service.

EXECUTIVE SUMMARY

This proposed ordinance makes clarifying changes to the Fowler Municipal Code, ensures consistency with state law, and defines the process to refund a water service deposit.

BACKGROUND

In addition to simplifications and clarifications, this proposed ordinance defines the process for a water user to request a refund of their guarantee deposit after one year of non-delinquent service, allows tenants to be eligible for a refund, and defines the process to convert a guarantee deposit to a credit balance on the water user's account.

PUBLIC NOTICE

A Notice of Public Hearing was published in *The Business Journal* on January 26, 2024 for hearing at the February 6, 2024 City Council meeting. During the February 6, 2024 City Council meeting, the item was continued to the February 20, 2024 City Council meeting.

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.

FISCAL IMPACT AND PROCUREMENT PROCESS

This action will help to reduce the dollar amount of accounts payable liabilities on the City's balance sheet.

CONFLICT OF INTEREST

Staff is not aware of any conflicts of interest.

Attachments

- Ordinance 2024-01

ORDINANCE 2024-01

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FOWLER AMENDING SECTIONS 6-4.701, 6-4.702, 6-4.703, AND 6-4.709 OF ARTICLE 7, OF CHAPTER 4, OF TITLE 6, AND SECTION 6-4.1109 OF ARTICLE 11, OF CHAPTER 4, OF TITLE 6 OF THE FOWLER MUNICIPAL CODE RELATING TO THE APPLICATION OF SECURITY DEPOSITS FOR WATER SERVICE

WHEREAS, the Fowler Municipal Code requires that applicants for water service provide a cash deposit prior to receiving service;

WHEREAS, the California Public Utilities Code limits the amount the City may require for a cash deposit;

WHEREAS, the City’s Municipal Code currently provides that after twelve (12) months of service without becoming delinquent, the water service customer can have their deposit refunded;

WHEREAS, the City’s Municipal Code does not currently provide explicit authority to apply a water service customer’s deposit to a delinquent account balance; and

WHEREAS, the City Council now desires to update the Municipal Code to clarify the process for refunding a water service deposit and for applying a water service deposit against a delinquent account balance.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF FOWLER DOES ORDAIN AS FOLLOWS:

SECTION 1: Sections 6-4.701, 6-4.702, 6-4.703, and 6-4.709 of Article 7, of Chapter 4, of Title 6 of the Fowler Municipal Code are hereby amended to read as follows:

6-4.701 – Deposits: Required.

Each applicant for water services shall establish and maintain credit to the satisfaction of the Water Department guaranteeing payment of water services by providing a cash guarantee deposit as provided in Section 6-4.702 of this article ~~before~~ prior to water services ~~will be~~ being rendered.

6-4.702 – Deposits: Amount.

- (a) The amount of cash deposit required by this article shall be set forth by Council resolution, but such deposit shall not exceed three-times the estimated average monthly bill of a Water user.
- (b) No interest shall be paid on any such ~~guarantee~~ deposit, and ~~it shall~~ such deposit may be refunded to the Water user as provided elsewhere in this article Section 6-4.703 of this article.

6-4.703 – Deposits: Return.

- (a) A guarantee deposit with the Water Department made by a ~~consumer~~ Water user who owns the property receiving services, or who is a legal tenant of the property receiving services, and whose account has not been ~~in arrears~~ delinquent at any time ~~during the first year of~~ within the past twelve (12) months, the Water user may submit a written request to the Water Department no less than 30 days prior to that Water user's next utility bill becoming due, that such deposit shall be ~~returnable~~ refunded after the expiration of said ~~year~~ twelve (12) month period. Provided no charges for service are then due, a City warrant in the amount of the deposit will be prepared in the ordinary course of business and forwarded to the Water user. However, the Water user will not qualify for such a refund if any portion of the deposit has been credited to a subsequent utility bill of the Water user, or if the amount of the requested refund is less than \$50.00, unless service is properly terminated, and a credit remains in the Water user's account.
- (b) If the service is discontinued in less than ~~one year~~ twelve (12) months, the deposit will be returned to the Water user provided all outstanding bills against the ~~consumer~~ Water user for ~~water~~ services have been paid. The security deposit will be applied towards

any remaining balance on the Water user's account, and the remainder, if any, shall be refunded to the Water user.

(c) Any deposit uncalled for within five (5) years after the date the deposit was made will become the property of, and be retained by, the Water Department. Deposits of renters will be retained until water services are discontinued. Unless a request for refund is timely made pursuant to subdivision (a) of this Section, once a Water user has established a history of twelve (12) consecutive months of timely service payments, the security deposit can be applied to the current account balance as a credit against the account until expended.

6-4.709 – Delinquencies.

- (a) Penalties. Any charges set forth in this chapter which are not paid on or before the day of delinquency shall be subject to a penalty of fifteen (15) percent.
- (b) Suits for Collection. All unpaid rates, charges, and penalties provided for in this chapter may be collected by suit.
- (c) Suits for Collection—Costs. The defendant shall pay all costs of suit in any judgment rendered in favor of the City.
- (d) Written Policy. Delinquencies shall be subject to any written policy approved by the City Council, which policy shall be posted on the City's internet website. If there is any conflict between this section and the written policy, the written policy shall control.

SECTION 2: Section 6-4.1109 of Article 11, of Chapter 4, of Title 6 of the Fowler Municipal Code is hereby amended to read as follows:

6-4.1109 – Disconnections.

- (a) Water services to a premises may be disconnected or refused connection where cross-connections exist, unsafe appliances or apparatus are used, there is noncompliance with regulations and laws relating to water distribution systems, or to protect the city against fraud or abuse.
- (b) Upon vacating premises users shall notify the City Water Department two (2) days prior to vacating to disconnect service. Failure to notify will result in the user being liable for charges whether or not water is used.
- (c) Nonresidential users may have service disconnected for nonpayment of charges on or after the twentieth (20th) day of the month of billing.
- (d) Residential users may have service disconnected for delinquent nonpayment of charges in accordance with the City's duly adopted Residential Water Service Discontinuation Policy, which such policy shall be posted on the City's internet Website, or as otherwise provided upon due notice and under pursuant to the provisions of the California Public Utilities Code Sections 10010 and 10010.1. of the Public Utilities Code of the State, or otherwise in accordance with any written policy approved by the City Council, which policy shall be posted on the City's internet Website. If there is any conflict, the City's duly adopted written policy shall control.
- (e) No disconnections of water service shall occur during ~~the~~ a time period when the business office of the Water Department is closed.
- (f) A reconnection fee, as established by Council resolution, shall be paid before water services are reconnected.

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

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

The foregoing ordinance was introduced at a regular meeting of the City Council held on the February 20, 2024, and was adopted at a regular meeting of said Council held on March 5, 2024, 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: February 20, 2024

FROM: SOO HO PARK, City Engineer

SUBJECT: APPROVE Resolution No. 2710 to Initiate proceedings to annex Tract No. 6381 into the City’s Landscape and Storm Drainage Facilities Maintenance District No. 1; and order the preparation of an Engineer’s Report regarding said annexation.

EXECUTIVE SUMMARY

Staff recommends that the City Council approve Resolution No. 2710 to initiate proceedings to annex Tract No. 6381 into the City’s Landscape and Storm Drainage Facilities Maintenance District No. 1. Upon acceptance of the public and landscaping improvements by the City, the Public Works Department will assume the maintenance of the landscape and storm drainage facilities. The annexation allows the City to recover the maintenance costs associated with these facilities.

BACKGROUND

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

The Act allows for newly developed properties to be annexed into an existing landscape and maintenance district. (Streets and Highways Code § 22605, subd. (a).) In accordance with the conditions for approval for Tract No. 6381 (hereinafter collectively referred to as, the “Tract”) this subdivision must be annexed into the City’s LSDFMD No. 1. All the parcels within the Tract are owned by a single entity, Woodside 06N, a Limited Partnership. The Tract owner filed a petition and written consent with staff requesting the City to initiate proceedings to annex the Tract into LSDFMD No. 1 (“Petition”).

To initiate the annexation proceedings, City Council must adopt a resolution describing the improvements and services within LSDFMD No. 1, describe the territory to be annexed, describe the proposed assessment on the proposed annexation, and to order the City Engineer to draft and file with the City Clerk an Engineer’s Report in accordance with Streets and Highways Code section 22567.

Per the Tract owner’s Petition, the owner expressly waived all notices and procedures otherwise required under the Act pursuant to Streets and Highways Code section 22608, to the extent allowed by law. Accordingly, the City Engineer will prepare and file the Engineer’s Report for the Tract to be annexed into LSDFMD No. 1 for consideration and approval by Council. The City will then provide the Tract owner with written notice of the public hearing along with an assessment ballot for the owner to fill out and return to the City in accordance with the provisions of Government Code section 53753. The notice and assessment ballot must be mailed to the Tract owner at least forty-five (45) days prior to the public hearing.

PUBLIC NOTICE

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

ENVIRONMENTAL REVIEW

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

GENERAL PLAN CONSISTENCY

This action is consistent with:

General Plan Goal OS-4

Open space acquisition, development, programming, and maintenance is adequately and reliably funded.

FISCAL IMPACT

If the annexation of the territory is approved, each parcel within the annexed Tract would be assessed annually. The assessment revenue will assist the District in paying the annual maintenance costs associated with these improvements.

CONFLICT OF INTEREST

Staff is not aware of any conflicts of interest.

Attachments

- Resolution No. 2710 (Initiating Annexation and Ordering Engineer’s Report)
- Petition and Written Consent of Owner of Tract No. 6381 Requesting Annexation

RESOLUTION NO. 2710

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FOWLER
INITIATING PROCEEDINGS FOR THE ANNEXATION OF TRACT NO. 6381 INTO
THE LANDSCAPING AND STORM DRAINAGE FACILITIES MAINTENANCE
DISTRICT NO 1; AND ORDERING PREPARATION OF THE ENGINEER’S REPORT
REGARDING SAID ANNEXATION.**

WHEREAS, pursuant to Part 2 of Division 15 of the Streets and Highways Code, the Landscaping and Lighting Act of 1972 (“Act”), the City Council of the City of Fowler duly formed the Landscaping and Storm Drainage Facilities Maintenance District No. 1 of the City of Fowler (“LSDFMD No. 1”) on March 12, 1985; and

WHEREAS, the City Council has thereafter levied and collected annual assessments for the maintenance and operation of the landscaping facilities in LSDFMD No. 1; and

WHEREAS, the owner of Tract No. 6381 is required to annex the aforementioned Tract into LSDFMD No. 1, pursuant to the conditions of approval for the Tract; and

WHEREAS, the owner of Tract No. 6381 has filed a petition with the City requesting commencement of proceedings to annex Tract No. 6381 into the LSDFMD No. 1, and consents to waive all notices and procedures to the extent allowed by law pursuant to Streets and Highways Code section 22608.

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

1. The City Council hereby proposes annexation of Tract No. 6381 into LSDFMD No. 1, and to initiate and conduct proceedings pursuant to the Act for the purpose of levying an annual assessment on all the parcels within the Tract.
2. The boundaries of the proposed annexation into LSDFMD No. 1 shall include all of the property as shown and described in **Exhibit A**, attached hereto.
3. The City Council hereby designates and orders the City Engineer, to prepare and file an Engineer’s Report with the City Clerk in accordance with sections 22608 and 22585, et seq. of the California Streets and Highways Code, and Section 4 of Article XIID of the California Constitution for the annexation of the territory into LSDFMD No. 1.

PASSED, APPROVED AND ADOPTED this 20th day of February 2024, at a regular meeting of the Fowler City Council by the following vote:

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

APPROVED:

Daniel T. Parra, Mayor

ATTEST:

Angela Vasquez, City Clerk

EXHIBIT “A”

DESCRIPTION OF BOUNDARIES

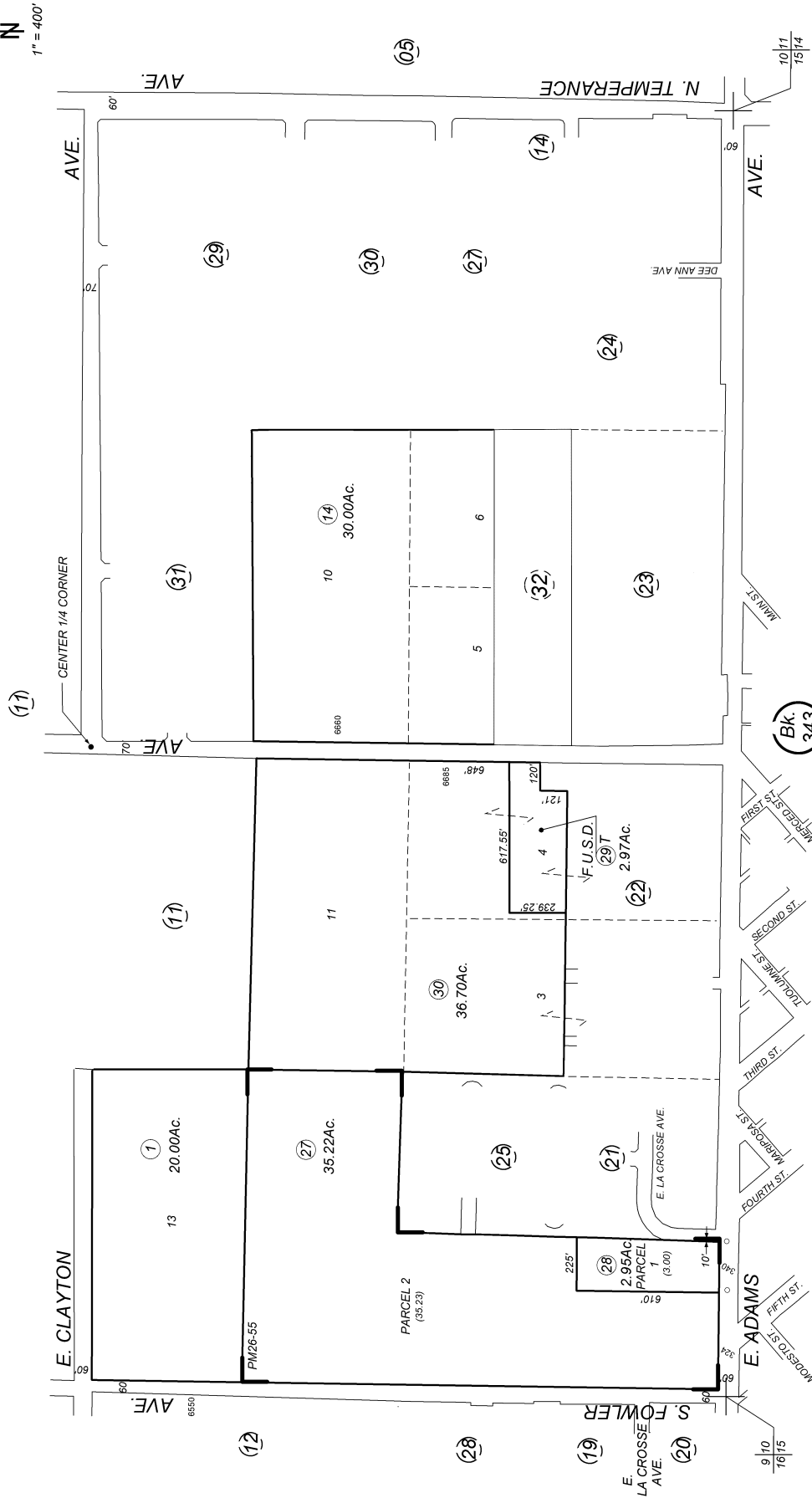
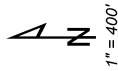
The boundaries of Tract 6381, to be annexed into Landscaping and Storm Drainage Facilities Maintenance District No. 1 (“LSDFMD No. 1”) of the City of Fowler, County of Fresno, are coterminous with the boundaries of APNs: 340-130-14, as shown on the Assessment Roll in the County of Fresno, State of California in Fiscal Year 2023-2024.

-NOTE-
 This map is for Assessment purposes only.
 It is not to be construed as portraying legal
 ownership or divisions of land for purposes
 of zoning or subdivision law.

SUBDIVIDED LAND IN POR. SEC. 10, T.15S., R.21E., M.D.B.& M.

Tax Rate Area
 4-000
 4-026
 95-001

340-13



Norris Colony - Plat Bk. 2, Pg. 28
 Parcel Map No. 4038 - Bk. 26, Pg. 55

F.U.S.D. = FOWLER UNIFIED SCHOOL DISTRICT

Assessor's Map Bk. 340 - Pg. 13
 County of Fresno, Calif.

Note - Assessor's Block Numbers Shown in Ellipses
 Assessor's Parcel Numbers Shown in Circles

PETITION AND WRITTEN CONSENT
(INCLUDING WAIVER)

REQUESTING COMMENCEMENT OF PROCEEDINGS UNDER THE
LANDSCAPING AND LIGHTING ACT OF 1972 TO ANNEX CERTAIN TERRITORY
TO THE CITY OF FOWLER’S LANDSCAPE AND STORM DRAINAGE FACILITIES
MAINTENANCE DISTRICT NO. 1

To the Council of the City of Fowler
c/o the City Clerk of the City of Fowler
Fowler City Hall
128 S. 5th Street
Fowler, CA 93625

Re: Tract No. 6381 – Marshall Estates II
Assessor’s Parcel No. 340-130-14

Members of the City Council:

The undersigned is the duly owner or authorized representative of the owner of all the territory of real property located in Assessor's Parcel No. 340-130-14, Fowler, California, described on **Exhibit A-1** [Legal Description of the Property(ies)] and shown by the map in **Exhibit B-1** (the "Parcel"), which exhibits are attached hereto and made part of this Petition. The owner hereby petitions and requests that you commence proceedings pursuant to the Landscaping and Lighting Act of 1972 (Part 2, Division 15, of the California Streets & Highways Code) (the "Act") to annex and add all the territory in the Parcel to the City’s existing Landscape and Storm Drainage Facilities Maintenance District No.1 ("LSDFMD No. 1"), and to levy on the annexed territory the annual assessments levied within LSDFMD No. 1 for the maintenance and operation of landscaping facilities.

The owner further petitions and requests that the Council proceed as quickly as possible with all proceedings necessary to accomplish such annexation and levy. In that regard, to the extent allowed by law, **the owner hereby expressly waives all notices, procedures and requirements otherwise required under Section 22608 and Article 1 (commencing with Section 22585) of the Act, California Government Code Sections 53750 through 53753.5 or any other provision of law, including without limitation adoption of any resolutions, filing of any engineer's report, giving of any notices, holding any hearings and right of majority protest, and knowingly, voluntarily, and expressly consents to the annexation of the Parcel into LSDFMD No. 1 and the initial levy of an assessment without completion of, or compliance, with the notices, procedures or requirements of the Act.**

In consideration for the Council conducting the annexation and levy proceedings herein requested, the owner will immediately execute and deliver to the City any documents the City deems necessary to accomplish the annexation and levy proceedings and to further evidence the consent and waivers in this letter, including but not limited to any assessment ballot and receipt for notice.

Also, in consideration for the Council conducting such annexation and levy proceedings, the owner agrees to remain the sole owner of all real property in such Parcel and to not transfer title to any such real property to any other person or entity until completion of the proceedings.

Respectfully submitted as FEBRUARY 13, 2024, by:

PROPERTY OWNER: Woodside 06N, LP


By: 
[Name of signatory]

EXHIBIT A-1

LEGAL DESCRIPTION OF PROPERTY

THE LAND DESCRIBED HEREIN IS SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF FRESNO, UNINCORPORATED AREA, DESCRIBED AS FOLLOWS:

PARCEL A:

LOT 10 OF NORRIS COLONY IN SECTION 10, TOWNSHIP 15 SOUTH, RANGE 21 EAST, MOUNT DIABLO BASE AND MERIDIAN, IN THE COUNTY OF FRESNO, STATE OF CALIFORNIA, ACCORDING TO THE MAP THEREOF RECORDED APRIL 8, 1886 IN BOOK 2, PAGE 28 OF PLATS, FRESNO COUNTY RECORDS.

EXCEPTING THEREFROM THAT PORTION OF SAID LOT BOUNDED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT, THENCE RUNNING NORTH ALONG THE WEST LINE OF SAID LOT, 6 RODS, THENCE AT RIGHT ANGLES EAST TO THE EAST LINE OF SAID LOT; THENCE AT RIGHT ANGLES SOUTH ON SAID EAST LINE, 6 RODS TO THE SOUTHEAST CORNER OF SAID LOT; THENCE WEST TO THE POINT OF BEGINNING.

PARCEL B:

THE NORTH HALF OF THE NORTH HALF OF LOTS 5 AND 6 AND THE SOUTH SIX RODS OF LOT 10 NORRIS COLONY, IN SECTION 10, TOWNSHIP 15 SOUTH, RANGE 21 EAST, MOUNT DIABLO BASE AND MERIDIAN, IN THE COUNTY OF FRESNO, STATE OF CALIFORNIA, ACCORDING TO THE MAP THEREOF RECORDED APRIL 8, 1886 IN BOOK 2, PAGE 28 OF PLATS, FRESNO COUNTY RECORDS.

EXHIBIT B-1

SUBDIVISION MAP OF TRACT NO. 6381 MARSHALL ESTATES II IN THE CITY OF FOWLER, COUNTY OF FRESNO, STATE OF CALIFORNIA SURVEYED AND PLATTED IN JANUARY 2022, BY GATEWAY ENGINEERING, INC. CONSISTING OF 4 SHEETS SHEET 3 OF 4

SEE SHEET 4 FOR LINE,
CURVE AND RADIAL TABLES

- NOTES**
- SET 3/4" X 30" IRON PIPE, DOWN 0.5', TAGGED 'LS 8154' AT EACH CORNER OF THE CURVE. TAGGED 'LS 8154' FOR PIPE, DOWN 0.5', POINTS. EXCEPT FOR THOSE SITUATIONS IN NOTES 2 AND 3.
 - FRONT LOT CORNER ADJACENT TO PUBLIC STREET SIDEWALK ARE MONUMENTED AS WITNESS CORNERS AND ARE MARKED BY A BRASS TAG AND NAIL TAGGED 'LS 8154' IN TOP OF CURB DETAIL.
 - REAR LOT CORNERS ARE MONUMENTED AS WITNESS CORNERS AND ARE MARKED BY A BRASS TAG AND NAIL TAGGED 'LS 8154' IN TOP OF CURB DETAIL.
 - ALL SURVEYS ARE TANGENTIAL UNLESS A RADIAL BEARING IS SHOWN.

