



**FOWLER CITY COUNCIL MEETING
AGENDA
TUESDAY, FEBRUARY 1, 2022
7:00 P.M.
CITY COUNCIL CHAMBER
128 SOUTH 5TH STREET
FOWLER, CA 93625**

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

City Council meetings are open to the public at the physical address listed above. There are numerous ways to participate in the City Council meetings: you may attend in person, you may appear by telephone as described below, or you may submit written comments via email to avasquez@ci.fowler.ca.us. 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.

Consistent with Government Code 54953 as amended by AB 361, and City Council Resolution No. 2522, this meeting may be accessed by members of the public or City Council members via Zoom.

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

<https://us06web.zoom.us/j/83126668090?pwd=R0NjUy9FUXVRUmXhRk9pekFuTFA2QT09>

Telephone Number: (253) 215-8782

Meeting ID: 831 2666 8090

Passcode: 446075

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

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

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

1. Meeting Called to Order
2. Roll Call
3. Invocation by Travis Feaver of Young Life
4. Pledge of Allegiance
5. Public Comment

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

6. 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.

- 6-A. RATIFY Warrants for February 1, 2022
- 6-B. APPROVE Minutes of the January 18, 2022 City Council Meeting
- 6-C. APPROVE Resolution No. 2537, A Resolution of the City Council of the City of Fowler Authorizing Continued Use of Remote Teleconferencing for City Council Meetings and Commission Meetings During Declared State of Emergency in Accordance with Government Code Section 54953 as amended by AB 361. (City Attorney)
- 6-D. ACCEPT a donation to the city in the amount of \$1,500 from Waste Management. (Finance)

- 6-E. APPROVE a Memorandum of Understanding (MOU) and a Watering Agreement with California Urban Forests Council (CaUFC) and West Coast Arborists, Inc, (WCA) to participate in the CIRCLE 4 Project to plant sixty-five (65) trees as part of a grant with the California Department of Forestry (CalFire) and authorize the City Manager to execute the necessary documents. (Public Works)
- 6-F. APPROVE Resolution No. 2539 modifying the City's Street Cutting Policy. (Public Works)
- 6-G. ADOPT Park Monument Sign Improvement Standards (Public Works)
- 7. Contested Consent Calendar
- 8. General Administration
 - 8-A. Finance
 - i. ACCEPT Credit Card Usage Report for July 1 through December 31, 2021.
 - ii. Actions pertaining to the fiscal year 2021-22 mid-year budget report and budget amendments:
 - ACCEPT the fiscal year 2021-22 mid-year budget report.
 - ADOPT Resolution No. 2538 approving fiscal year 2021-22 proposed budget amendments.
 - 8-B. Planning
 - i. APPROVE a contract with Dewberry Architects, Inc. in the amount of \$530,376 for police department, community center, and training center design and planning services; authorize the City Manager to negotiate and execute agreement.
 - ii. CONSIDER naming of the park in Tract 6188
 - iii. APPROVE a cooperative agreement with the Fresno Council of Governments for the Fresno County Sixth Cycle Multijurisdictional Housing Element
 - 8-C. Public Works
 - i. APPROVE a contract with DTA Finance in the amount of \$68,500 for a water rate study and formation of a City-wide community facilities district; authorize the City Manager to execute agreement.
 - ii. RECEIVE report on the City's water model and provide staff direction
 - 8-D. City Manager's Office
 - i. COVID-19 Update

9. Staff Communications (City Manager)
10. Councilmember Reports and Comments
11. Closed Session
 - 11-A. Government Code Section 54956.9(d)(1)
Conference with Legal Counsel – Existing Litigation
City of Fowler v. Jill Johnson, et al.; Fresno County Superior Court Case No. CECG 21CECG00546 – (Property Receivership Case for 429 E. La Crosse Avenue)
12. Adjourn

Next Ordinance No. 2022-03
Next Resolution No. 2542

CERTIFICATION: I, Angela Vasquez, Deputy City Clerk of the City of Fowler, California, hereby certify that the foregoing agenda was posted for public review on Friday, January 28, 2022.

Angela Vasquez

Angela Vasquez
Deputy City Clerk

CITY OF FOWLER
WARRANTS LIST
February 1, 2022

<u>ACCOUNTS PAYABLE CHECKS</u>	<u>CHECK NUMBERS</u>	<u>CHECK DATES</u>	<u>AMOUNT</u>
Regular checks	38863-38921	Jan 19 thru Jan 26	\$ 314,720.24
TOTAL ACCOUNTS PAYABLE CHECKS			<u>\$ 314,720.24</u>
<u>PAYROLL COSTS</u>			
Second January Bi-Monthly Payroll		January 31, 2022	100,728.92
TOTAL PAYROLL COSTS			<u>\$ 100,728.92</u>
TOTAL CASH DISBURSEMENTS			<u>\$ 415,449.16</u>

NOTE:

Check #38870
Check #38877

Void check
Void check carry over to check #38878

SUPERION
 DATE: 01/27/2022
 TIME: 19:08:18

CITY OF FOWLER
 CHECK REGISTER - DISBURSEMENT FUND

PAGE NUMBER: 1
 ACCTPA21

SELECTION CRITERIA: transact.check_no between '38863' and '38921'
 ACCOUNTING PERIOD: 7/22

FUND - 100 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DEPT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1001	38863	01/19/22	11689	A & C TIRE SERVICE	6200	PATCH TRUCK #8	0.00	20.00
1001	38864	01/19/22	12285	ATT	6120	CITY INTERNET 01/15-2	0.00	715.47
1001	38865	01/19/22	14330	B&P PEST PROS	6020	PEST CONTROL	0.00	90.00
1001	38865	01/19/22	14330	B&P PEST PROS	6700	PEST CONTROL	0.00	95.00
TOTAL CHECK							0.00	185.00
1001	38866	01/19/22	10026	BCT CONSULTING	6030	CMPTR SRVCS 01/17/22	0.00	375.00
1001	38866	01/19/22	10026	BCT CONSULTING	6150	CMPTR SRVCS 01/17/22	0.00	375.00
1001	38866	01/19/22	10026	BCT CONSULTING	6120	CMPTR SRVCS 01/17/22	0.00	375.00
1001	38866	01/19/22	10026	BCT CONSULTING	5000	CMPTR SRVCS 01/17/22	0.00	375.00
TOTAL CHECK							0.00	1,500.00
1001	38867	01/19/22	12654	COMCAST	6120	COUNTY INTERNET	0.00	700.91
1001	38868	01/19/22	12300	COOKS COMMUNICATIONS	6130	RADIO REPAIR	0.00	62.50
1001	38869	01/19/22	14246	FOWLER ACE HARDWARE	6020	SUPPLIES	0.00	39.20
1001	38869	01/19/22	14246	FOWLER ACE HARDWARE	6020	SUPPLIES	0.00	99.95
TOTAL CHECK							0.00	139.15
1001	38870	01/19/22	14249	FOWLER ACE HARDWARE	5000	WATER DEPT SUPPLIES	0.00	80.63
1001	38870	01/19/22	14249	FOWLER ACE HARDWARE	6260	PARKS SUPPLIES	0.00	135.17
1001	38870	01/19/22	14249	FOWLER ACE HARDWARE	5000	WATER DEPT SUPPLIES	0.00	-80.63
1001	38870	01/19/22	14249	FOWLER ACE HARDWARE	6260	PARKS SUPPLIES	0.00	-135.17
TOTAL CHECK							0.00	0.00
1001	38871	01/19/22	10376	GARY V BUFKIN COMPUTER C	6120	INVENTORY SOFTWARE	0.00	2,500.00
1001	38872	01/19/22	14238	INFOSEND, INC	5000	WATER BILLING 05/3/21	0.00	556.52
1001	38872	01/19/22	14238	INFOSEND, INC	5000	WATER BILLING 05/3/21	0.00	778.01
1001	38872	01/19/22	14238	INFOSEND, INC	5000	WATER INSERT 06/29/21	0.00	784.25
1001	38872	01/19/22	14238	INFOSEND, INC	5000	WATER BILLING 07/01/2	0.00	1,237.04
1001	38872	01/19/22	14238	INFOSEND, INC	5000	WATER BILLING 08/02/2	0.00	1,237.04
1001	38872	01/19/22	14238	INFOSEND, INC	5000	WATER BILLING 12/30/2	0.00	1,623.72
TOTAL CHECK							0.00	6,216.58
1001	38873	01/19/22	14547	LOZANO, TRISTAN	500	UB REFUND	0.00	93.35
1001	38874	01/19/22	14548	LOZANO, TRISTAN	500	UB REFUND	0.00	2.00
1001	38875	01/19/22	10215	NELSON HARDWARE & GIFTS	6200	BLADES AND DISINF	0.00	12.56
1001	38875	01/19/22	10215	NELSON HARDWARE & GIFTS	6260	GAITER SCARF	0.00	17.35
TOTAL CHECK							0.00	29.91
1001	38876	01/19/22	10237	P G & E - SACRAMENTO	5000	PALM/MAGNOLIA	0.00	9.20
1001	38876	01/19/22	10237	P G & E - SACRAMENTO	6200	TEMPERANCE	0.00	9.32
1001	38876	01/19/22	10237	P G & E - SACRAMENTO	2250	LIGHTS	0.00	14.78
1001	38876	01/19/22	10237	P G & E - SACRAMENTO	2250	LIGHTS	0.00	16.08
1001	38876	01/19/22	10237	P G & E - SACRAMENTO	6130	LIGHTS	0.00	17.76
1001	38876	01/19/22	10237	P G & E - SACRAMENTO	6200	XMAS TREE LIGHTS	0.00	19.22

SUPERION
DATE: 01/27/2022
TIME: 19:08:18

CITY OF FOWLER
CHECK REGISTER - DISBURSEMENT FUND

PAGE NUMBER: 2
ACCTPA21

SELECTION CRITERIA: transact.check_no between '38863' and '38921'
ACCOUNTING PERIOD: 7/22

FUND - 100 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DEPT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1001	38876	01/19/22	10237	P G & E - SACRAMENTO	2250	MERCED/10TH	0.00	41.70
1001	38876	01/19/22	10237	P G & E - SACRAMENTO	6200	LIGHTS	0.00	66.89
1001	38876	01/19/22	10237	P G & E - SACRAMENTO	2250	GOLDEN ST AND ADAMS	0.00	72.28
1001	38876	01/19/22	10237	P G & E - SACRAMENTO	2250	GOLDN ST AND MANNING	0.00	105.45
1001	38876	01/19/22	10237	P G & E - SACRAMENTO	5000	WELL SITE 2	0.00	106.65
1001	38876	01/19/22	10237	P G & E - SACRAMENTO	6700	SENIOR CENTER	0.00	145.78
1001	38876	01/19/22	10237	P G & E - SACRAMENTO	6150	PLANNING OFFICE	0.00	191.23
1001	38876	01/19/22	10237	P G & E - SACRAMENTO	6200	LIGHTS	0.00	195.05
1001	38876	01/19/22	10237	P G & E - SACRAMENTO	5000	WELL SITE 4	0.00	197.78
1001	38876	01/19/22	10237	P G & E - SACRAMENTO	6080	CITY HALL 2	0.00	215.49
1001	38876	01/19/22	10237	P G & E - SACRAMENTO	2250	MERCED AND 8TH	0.00	250.92
1001	38876	01/19/22	10237	P G & E - SACRAMENTO	6080	CITY HALL 3	0.00	288.50
1001	38876	01/19/22	10237	P G & E - SACRAMENTO	6700	SENIOR CENTER #2	0.00	358.85
1001	38876	01/19/22	10237	P G & E - SACRAMENTO	5000	S 5TH ST	0.00	461.82
1001	38876	01/19/22	10237	P G & E - SACRAMENTO	2250	MERCED AND 1ST	0.00	541.37
1001	38876	01/19/22	10237	P G & E - SACRAMENTO	6260	LIGHTS	0.00	744.22
1001	38876	01/19/22	10237	P G & E - SACRAMENTO	6080	CITY HALL	0.00	950.22
1001	38876	01/19/22	10237	P G & E - SACRAMENTO	5000	WELL SITE 8 12/29/21	0.00	1,002.47
1001	38876	01/19/22	10237	P G & E - SACRAMENTO	6200	LIGHTS	0.00	1,237.43
1001	38876	01/19/22	10237	P G & E - SACRAMENTO	5000	WELL SITE 7 12/29/21	0.00	2,935.92
1001	38876	01/19/22	10237	P G & E - SACRAMENTO	5000	WELL SITE 6	0.00	4,190.78
1001	38876	01/19/22	10237	P G & E - SACRAMENTO	5000	WELL SITE 5A	0.00	6,061.23
TOTAL	CHECK						0.00	20,448.39
1001	38878	01/19/22	12060	PETERS ENGINEERING GROUP	6150	MARABELLA SUB	0.00	120.00
1001	38878	01/19/22	12060	PETERS ENGINEERING GROUP	6150	LLA 21-01 BEE SWEET	0.00	275.00
1001	38878	01/19/22	12060	PETERS ENGINEERING GROUP	6150	SPR 21-07 NATIONAL	0.00	360.00
1001	38878	01/19/22	12060	PETERS ENGINEERING GROUP	6150	SPR 21-05 BEE SWEET	0.00	360.00
1001	38878	01/19/22	12060	PETERS ENGINEERING GROUP	6150	FRESNO ST/8TH	0.00	475.00
1001	38878	01/19/22	12060	PETERS ENGINEERING GROUP	100	MAXCO	0.00	625.00
1001	38878	01/19/22	12060	PETERS ENGINEERING GROUP	2300	GOLDEN STATE	0.00	710.00
1001	38878	01/19/22	12060	PETERS ENGINEERING GROUP	6150	T6259 CONSTRUCTION	0.00	786.70
1001	38878	01/19/22	12060	PETERS ENGINEERING GROUP	6150	4TH/VINE WARRANTS	0.00	915.00
1001	38878	01/19/22	12060	PETERS ENGINEERING GROUP	6150	T6274 PLANKCHECK	0.00	960.00
1001	38878	01/19/22	12060	PETERS ENGINEERING GROUP	2300	GOLDN ST CORRIDOR PH2	0.00	1,050.00
1001	38878	01/19/22	12060	PETERS ENGINEERING GROUP	2300	GOLDN ST CORRIDOR PH1	0.00	1,432.60
1001	38878	01/19/22	12060	PETERS ENGINEERING GROUP	6150	ENGINEERING SERVICES	0.00	1,500.00
1001	38878	01/19/22	12060	PETERS ENGINEERING GROUP	6150	T6188 PLANCHECK	0.00	1,543.12
1001	38878	01/19/22	12060	PETERS ENGINEERING GROUP	6150	THREE CROWNS	0.00	2,556.00
1001	38878	01/19/22	12060	PETERS ENGINEERING GROUP	7600	MARSHALL EST MODEL	0.00	3,120.00
1001	38878	01/19/22	12060	PETERS ENGINEERING GROUP	6150	CMAQ APPLICATIONS	0.00	3,139.30
1001	38878	01/19/22	12060	PETERS ENGINEERING GROUP	6150	TCP COORDINATION	0.00	3,554.00
1001	38878	01/19/22	12060	PETERS ENGINEERING GROUP	6150	STBG APPLICATIONS	0.00	4,094.00
1001	38878	01/19/22	12060	PETERS ENGINEERING GROUP	6150	ENCROACHMENT PERMITS	0.00	4,491.11
1001	38878	01/19/22	12060	PETERS ENGINEERING GROUP	6150	CITYWIDE METER PROJ	0.00	6,312.00
1001	38878	01/19/22	12060	PETERS ENGINEERING GROUP	6150	T6274 CONSTRUCTION	0.00	6,798.86
1001	38878	01/19/22	12060	PETERS ENGINEERING GROUP	6150	MISC ENGINEERING	0.00	10,754.62
1001	38878	01/19/22	12060	PETERS ENGINEERING GROUP	6150	T6188 CONSTRUCTION	0.00	13,133.50
1001	38878	01/19/22	12060	PETERS ENGINEERING GROUP	6150	TM5952	0.00	14,563.13
1001	38878	01/19/22	12060	PETERS ENGINEERING GROUP	2110	ADAMS PHASE II	0.00	39,000.00
1001	38878	01/19/22	12060	PETERS ENGINEERING GROUP	2110	ADAMS PHASE III	0.00	66,000.00
TOTAL	CHECK						0.00	188,628.94

SUPERION
 DATE: 01/27/2022
 TIME: 19:08:18

CITY OF FOWLER
 CHECK REGISTER - DISBURSEMENT FUND

PAGE NUMBER: 3
 ACCTPA21

SELECTION CRITERIA: transact.check_no between '38863' and '38921'
 ACCOUNTING PERIOD: 7/22

FUND - 100 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DEPT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1001	38879	01/19/22	14433	PRICE PAIGE & COMPANY	6030	STATE CONTROLLERS	0.00	327.00
1001	38880	01/19/22	13354	QUINN CAT	6200	DUMP TRUCK PARTS	0.00	46.73
1001	38880	01/19/22	13354	QUINN CAT	6200	LIFT TRUCK RENTAL	0.00	616.50
TOTAL CHECK							0.00	663.23
1001	38881	01/19/22	10251	R & R AUTO REPAIR SHOP	6120	IMPALA OIL CHANGE	0.00	78.69
1001	38882	01/19/22	10274	SAN JOAQUIN VAL AIR POLL	5000	ANNUAL PERMIT C6910	0.00	290.00
1001	38883	01/19/22	14550	SANGER FENCE CO	7500	DW DOG PARK FENCE	0.00	4,897.00
1001	38883	01/19/22	14550	SANGER FENCE CO	7800	SD BASIN FENCE	0.00	7,390.00
TOTAL CHECK							0.00	12,287.00
1001	38884	01/19/22	14358	SPARKLETTS	5000	WATER SERVICE 12/24/2	0.00	65.93
1001	38885	01/19/22	10085	STATE OF CA DEPARTMENT O	6120	FINGERPRINT DEC21	0.00	137.00
1001	38886	01/19/22	13135	STATE WATER RESOURCE CON	5000	ANNUAL PERMIT	0.00	12,820.40
1001	38887	01/19/22	13543	UNIFIRST CORPORATION	6700	JANITORIAL	0.00	39.34
1001	38887	01/19/22	13543	UNIFIRST CORPORATION	6020	ADMIN SUPPLIES	0.00	54.61
1001	38887	01/19/22	13543	UNIFIRST CORPORATION	5000	WATER DEPT UNIF	0.00	188.81
TOTAL CHECK							0.00	282.76
1001	38888	01/19/22	10725	VERIZON WIRELESS	6030	CELL PHONE11/20-12/19	0.00	41.35
1001	38888	01/19/22	10725	VERIZON WIRELESS	6150	CELL PHONE11/20-12/19	0.00	41.35
1001	38888	01/19/22	10725	VERIZON WIRELESS	6020	CELL PHONE11/20-12/19	0.00	41.35
1001	38888	01/19/22	10725	VERIZON WIRELESS	6160	CELL PHONE11/20-12/19	0.00	91.98
1001	38888	01/19/22	10725	VERIZON WIRELESS	5000	CELL PHONES	0.00	342.06
TOTAL CHECK							0.00	558.09
1001	38889	01/19/22	14546	WHEELER, SUZETTE L	500	UB REFUND	0.00	143.54
1001	38893	01/19/22	14247	FOWLER ACE HARDWARE	5000	WATER DEPT SUPPLIES	0.00	80.63
1001	38894	01/19/22	14249	FOWLER ACE HARDWARE	6260	PARKS SUPPLIES	0.00	135.17
1001	38895	01/26/22	10449	ALLFORMS CONNECTION	6120	TRIPLICATE RECEIPTS	0.00	356.59
1001	38896	01/26/22	14519	AMAZON CAPITAL SERVICES	6080	3" LABELS	0.00	17.21
1001	38896	01/26/22	14519	AMAZON CAPITAL SERVICES	6120	MEDICAL CARRIER	0.00	35.94
1001	38896	01/26/22	14519	AMAZON CAPITAL SERVICES	6080	MINI FRIDGE/SIGN	0.00	58.83
TOTAL CHECK							0.00	111.98
1001	38897	01/26/22	10026	BCT CONSULTING	6030	COMPUTER SERVICES	0.00	375.00
1001	38897	01/26/22	10026	BCT CONSULTING	6150	COMPUTER SERVICES	0.00	375.00
1001	38897	01/26/22	10026	BCT CONSULTING	6120	COMPUTER SERVICES	0.00	375.00
1001	38897	01/26/22	10026	BCT CONSULTING	5000	COMPUTER SERVICES	0.00	375.00
TOTAL CHECK							0.00	1,500.00

SUPERION
DATE: 01/27/2022
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CITY OF FOWLER
CHECK REGISTER - DISBURSEMENT FUND

PAGE NUMBER: 4
ACCTPA21

SELECTION CRITERIA: transact.check_no between '38863' and '38921'
ACCOUNTING PERIOD: 7/22

FUND - 100 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DEPT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1001	38898	01/26/22	11291	THE BUSINESS JOURNAL	6150	SUMM ORDINANCE 2022-1	0.00	110.00
1001	38898	01/26/22	11291	THE BUSINESS JOURNAL	6150	SUMM OF ORDNCE 2022-2	0.00	137.50
1001	38898	01/26/22	11291	THE BUSINESS JOURNAL	6150	DEV IMPACT FEE REPORT	0.00	137.50
1001	38898	01/26/22	11291	THE BUSINESS JOURNAL	6150	PBLC HEARING TX AMND	0.00	237.50
TOTAL	CHECK						0.00	622.50
1001	38899	01/26/22	11792	CA BUILDING STANDARDS CO	6160	CA BSASRF OCT-DEC21	0.00	490.50
1001	38900	01/26/22	10124	COUNTY OF FRESNO	6120	RMS/JMS	0.00	77.06
1001	38900	01/26/22	10124	COUNTY OF FRESNO	6120	DISPATCH	0.00	8,525.95
TOTAL	CHECK						0.00	8,603.01
1001	38901	01/26/22	14307	CRUISE MASTER PRISMS, IN	6130	APPARATUS PASSPORTS	0.00	307.50
1001	38902	01/26/22	14188	DATA TICKET	6120	TICKET COLLECTION FEE	0.00	22.00
1001	38903	01/26/22	14551	DE LEON, DAMIAN	500	UB REFUND	0.00	32.81
1001	38904	01/26/22	10088	DEPARTMENT OF CONSERVATI	6160	CASEISMIC OCT21-DEC21	0.00	1,638.91
1001	38905	01/26/22	10100	ECN POLYGRAPH & INVESTIG	6120	POLYGRAPH MACIAS	0.00	200.00
1001	38906	01/26/22	14555	FOWLER SOBER GRAD	2090	DONATION FOR SOBERGRD	0.00	500.00
1001	38907	01/26/22	10104	FPOA	100	EMPLOYEE DEDUCTION	0.00	225.00
1001	38907	01/26/22	10104	FPOA	100	EMPLOYEE DEDUCTION	0.00	225.00
1001	38907	01/26/22	10104	FPOA	100	EMPLOYEE DEDUCTION	0.00	225.00
1001	38907	01/26/22	10104	FPOA	100	EMPLOYEE DEDUCTION	0.00	225.00
1001	38907	01/26/22	10104	FPOA	100	EMPLOYEE DEDUCTION	0.00	225.00
1001	38907	01/26/22	10104	FPOA	100	EMPLOYEE DEDUCITON	0.00	225.00
1001	38907	01/26/22	10104	FPOA	100	EMPLOYEE DEDUCTION	0.00	225.00
1001	38907	01/26/22	10104	FPOA	100	EMPLOYEE DEDUCTION	0.00	250.00
TOTAL	CHECK						0.00	1,600.00
1001	38908	01/26/22	14552	GURMIT SINGH, GILL	500	UB REFUND	0.00	73.46
1001	38909	01/26/22	13496	KEENAN & ASSOCIATES	8500	EMPLOYEE BENEFITS	0.00	314.82
1001	38909	01/26/22	13496	KEENAN & ASSOCIATES	6025	EMPLOYEE BENEFITS	0.00	413.27
1001	38909	01/26/22	13496	KEENAN & ASSOCIATES	6400	EMPLOYEE BENEFITS	0.00	768.90
1001	38909	01/26/22	13496	KEENAN & ASSOCIATES	6700	EMPLOYEE BENEFITS	0.00	768.90
1001	38909	01/26/22	13496	KEENAN & ASSOCIATES	6030	EMPLOYEE BENEFITS	0.00	1,039.14
1001	38909	01/26/22	13496	KEENAN & ASSOCIATES	6160	EMPLOYEE BENEFITS	0.00	1,127.10
1001	38909	01/26/22	13496	KEENAN & ASSOCIATES	6150	EMPLOYEE BENEFITS	0.00	1,753.23
1001	38909	01/26/22	13496	KEENAN & ASSOCIATES	6020	EMPLOYEE BENEFITS	0.00	2,078.82
1001	38909	01/26/22	13496	KEENAN & ASSOCIATES	100	EMPLOYEE BENEFITS	0.00	2,316.40
1001	38909	01/26/22	13496	KEENAN & ASSOCIATES	5000	EMPLOYEE BENEFITS	0.00	5,080.35
1001	38909	01/26/22	13496	KEENAN & ASSOCIATES	6200	EMPLOYEE BENEFITS	0.00	6,456.77
1001	38909	01/26/22	13496	KEENAN & ASSOCIATES	6120	EMPLOYEE BENEFITS	0.00	12,182.30
TOTAL	CHECK						0.00	34,300.00
1001	38910	01/26/22	10191	LIFE ASSIST, INC	6130	MEDICAL GLOVES	0.00	434.81
1001	38911	01/26/22	10201	METRO UNIFORM & ACCESSOR	6120	BARRETT UNIFORM	0.00	263.45

SUPERION
 DATE: 01/27/2022
 TIME: 19:08:18

CITY OF FOWLER
 CHECK REGISTER - DISBURSEMENT FUND

PAGE NUMBER: 5
 ACCTPA21

SELECTION CRITERIA: transact.check_no between '38863' and '38921'
 ACCOUNTING PERIOD: 7/22

FUND - 100 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DEPT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1001	38912	01/26/22	14128	MOTTOMOBILE	6120	APEX MOBILE CITY	0.00	1,750.00
1001	38913	01/26/22	10251	R & R AUTO REPAIR SHOP	6120	UNIT 10 OIL CHANGE	0.00	79.30
1001	38913	01/26/22	10251	R & R AUTO REPAIR SHOP	6120	OIL CHANGE UNIT #20	0.00	79.30
1001	38913	01/26/22	10251	R & R AUTO REPAIR SHOP	6120	OIL CHANGE UNIT #80	0.00	79.30
TOTAL CHECK							0.00	237.90
1001	38914	01/26/22	14553	SANDHU, MANPREET & JAGDE	500	UB REFUND	0.00	83.73
1001	38915	01/26/22	14554	SINGH/PUREWAL, INDERJIT,	500	UB REFUND	0.00	136.13
1001	38916	01/26/22	10085	STATE OF CA DEPARTMENT O	6120	BLOOD ANALYSIS	0.00	210.00
1001	38917	01/26/22	13647	SUN LIFE FINANCIAL	8500	EMPLOYEE BENEFITS	0.00	10.61
1001	38917	01/26/22	13647	SUN LIFE FINANCIAL	6400	EMPLOYEE BENEFITS	0.00	33.18
1001	38917	01/26/22	13647	SUN LIFE FINANCIAL	6700	EMPLOYEE BENEFITS	0.00	33.18
1001	38917	01/26/22	13647	SUN LIFE FINANCIAL	6260	EMPLOYEE BENEFITS	0.00	66.36
1001	38917	01/26/22	13647	SUN LIFE FINANCIAL	6150	EMPLOYEE BENEFITS	0.00	86.25
1001	38917	01/26/22	13647	SUN LIFE FINANCIAL	6030	EMPLOYEE BENEFITS	0.00	112.78
1001	38917	01/26/22	13647	SUN LIFE FINANCIAL	6020	EMPLOYEE BENEFITS	0.00	150.61
1001	38917	01/26/22	13647	SUN LIFE FINANCIAL	6160	EMPLOYEE BENEFITS	0.00	185.79
1001	38917	01/26/22	13647	SUN LIFE FINANCIAL	5000	EMPLOYEE BENEFITS	0.00	190.43
1001	38917	01/26/22	13647	SUN LIFE FINANCIAL	6200	EMPLOYEE BENEFITS	0.00	368.28
1001	38917	01/26/22	13647	SUN LIFE FINANCIAL	6120	EMPLOYEE BENEFITS	0.00	786.33
1001	38917	01/26/22	13647	SUN LIFE FINANCIAL	100	EMPLOYEE BENEFITS	0.00	1,387.62
TOTAL CHECK							0.00	3,411.42
1001	38918	01/26/22	11251	ULINE	6080	EUROTOTES	0.00	137.65
1001	38919	01/26/22	13543	UNIFIRST CORPORATION	6700	JANITORIAL 01/11/22	0.00	39.34
1001	38920	01/26/22	13521	UNITY IT	6120	TECHNOLOGY REPAIR	0.00	39.99
1001	38921	01/26/22	11335	VISION SERVICE PLAN - (C	8500	EMPLOYEE BENEFITS	0.00	4.93
1001	38921	01/26/22	11335	VISION SERVICE PLAN - (C	6700	EMPLOYEE BENEFITS	0.00	9.85
1001	38921	01/26/22	11335	VISION SERVICE PLAN - (C	6400	EMPLOYEE BENEFITS	0.00	9.85
1001	38921	01/26/22	11335	VISION SERVICE PLAN - (C	6150	EMPLOYEE BENEFITS	0.00	12.80
1001	38921	01/26/22	11335	VISION SERVICE PLAN - (C	6160	EMPLOYEE BENEFITS	0.00	14.77
1001	38921	01/26/22	11335	VISION SERVICE PLAN - (C	6260	EMPLOYEE BENEFITS	0.00	19.69
1001	38921	01/26/22	11335	VISION SERVICE PLAN - (C	6260	EMPLOYEE BENEFITS	0.00	19.69
1001	38921	01/26/22	11335	VISION SERVICE PLAN - (C	6030	EMPLOYEE BENEFITS	0.00	25.59
1001	38921	01/26/22	11335	VISION SERVICE PLAN - (C	6020	EMPLOYEE BENEFITS	0.00	43.31
1001	38921	01/26/22	11335	VISION SERVICE PLAN - (C	5000	EMPLOYEE BENEFITS	0.00	85.65
1001	38921	01/26/22	11335	VISION SERVICE PLAN - (C	6200	EMPLOYEE BENEFITS	0.00	127.99
1001	38921	01/26/22	11335	VISION SERVICE PLAN - (C	6120	EMPLOYEE BENEFITS	0.00	225.45
1001	38921	01/26/22	11335	VISION SERVICE PLAN - (C	100	EMPLOYEE BENEFITS	0.00	301.09
TOTAL CHECK							0.00	900.66
TOTAL CASH ACCOUNT							0.00	307,115.98
TOTAL FUND							0.00	307,115.98

SUPERION
DATE: 01/27/2022
TIME: 19:08:18

CITY OF FOWLER
CHECK REGISTER - DISBURSEMENT FUND

PAGE NUMBER: 6
ACCTPA21

SELECTION CRITERIA: transact.check_no between '38863' and '38921'
ACCOUNTING PERIOD: 7/22

FUND - 100 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DEPT	-----DESCRIPTION-----	SALES TAX	AMOUNT
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SUPERION
DATE: 01/27/2022
TIME: 19:08:18

CITY OF FOWLER
CHECK REGISTER - DISBURSEMENT FUND

PAGE NUMBER: 7
ACCTPA21

SELECTION CRITERIA: transact.check_no between '38863' and '38921'
ACCOUNTING PERIOD: 7/22

FUND - 790 - FIRE STATION PROJECT

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DEPT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1001	38890	01/19/22	14519	AMAZON CAPITAL SERVICES	7900	760 HD PROJECTOR	0.00	741.03
1001	38891	01/19/22	12300	COOKS COMMUNICATIONS	7900	STATION RADIO	0.00	2,977.63
TOTAL CASH ACCOUNT							0.00	3,718.66
TOTAL FUND							0.00	3,718.66

SUPERION
DATE: 01/27/2022
TIME: 19:08:18

CITY OF FOWLER
CHECK REGISTER - DISBURSEMENT FUND

PAGE NUMBER: 8
ACCTPA21

SELECTION CRITERIA: transact.check_no between '38863' and '38921'
ACCOUNTING PERIOD: 7/22

FUND - 900 - PUBLIC FINANCING AUTH

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DEPT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1001	38892	01/19/22	14549	U.S. BANK	9000	2010 REF BOND FEES	0.00	3,885.60
TOTAL CASH ACCOUNT							0.00	3,885.60
TOTAL FUND							0.00	3,885.60
TOTAL REPORT							0.00	314,720.24

**MINUTES OF THE FOWLER CITY COUNCIL MEETING
Tuesday January 18, 2022**

Mayor Cardenas called the meeting to order at 7:05 p. m.

Councilmembers Present: Cardenas, Kazarian (via teleconference), Mejia (via teleconference), Parra

Councilmembers Absent: Rodriquez

City Staff Present: City Manager Quan, City Attorney Carlson, Police Chief Alcaraz, Public Works Director Dominguez, Community Development Director Gaffery, Recreation Coordinator Hernandez, Fire Chief Lopez, City Planner Marple, Finance Director Moreno, City Engineer Peters, Deputy City Clerk Vasquez

5. PUBLIC COMMENT

Gary Serrato addressed the Council.

6. CONSENT CALENDAR

Councilmember Parra pulled item 6-G for discussion. He asked for clarification on the payment timeline and City Manager Quan stated the first payment of \$25,000 will be made prior to May 2022 for 2021-2022 school year and the second payment of \$25,000 will be made prior to September 2022 for the 2022-2023 school year. Councilmember Kazarian inquired if the MOU could be for one year instead of two. He also inquired if cities must compensate schools for citizens to use the school's recreational facilities. City Attorney Carlson stated the Civic Center Act allows school districts to cover its costs and seek reimbursement from the user. Councilmember Kazarian noted he would prefer the MOU be for one year. City Manager Quan stated that staff has been tracking the city's involvement at the school and staff could begin tracking the community's use as well.

Councilmember Kazarian pulled item 6-F for discussion and inquired if the grant funds could be used for a bike or walk path connecting the City and if there is a limited time to apply for the grant. Public Works Director Dominguez stated the grant was very specific to parks. Community Development Director Gaffery noted tstaff is currently reviewing other grant opportunities.

Councilmember Parra made a motion to approve consent calendar items 6-A through 6-F, seconded by Councilmember Mejia. The motion carried by roll call vote: Ayes: Parra, Mejia, Cardenas, Kazarian.

Councilmember Parra made a motion to approve consent calendar item 6-G with a condition that moving forward a study be completed that monies are being spent

adequately and a study to research whether the city should have their own park to facilitate the needs of the public, seconded by Councilmember Mejia. The motion carried by roll call vote: Ayes: Parra, Mejia, Cardenas, Kazarian

7. GENERAL ADMINISTRATION

7-A. PLANNING

- i. **ADOPT Ordinance 2022-02, an Ordinance of the City Council of the City of Fowler Amending the Official Zoning Map of the City to Reflect a Change of Zone for Assessor’s Parcel No. 340-130-14, submitted by Sunshine Raisin Corporation for approximately 29.04 acres on the east side of South Armstrong Avenue between East Adams and East Hogan Avenues**

Councilmember Kazarian recused himself due to owning interest in real property within 500 feet of the project.

City Planner Marple reported that Ordinance No. 2022-02 was introduced at the January 4, 2022 regular City Council meeting and the Planning Commission recommended approval at its November 4, 2021 regular meeting. She stated that Ordinance No. 2022-02 is a prezone to change the zoning of the parcel to the R-1-10 (One Family Residential – 10,000 square foot minimum lot) zone district, which would allow lots with a minimum area of 10,000 square feet and would facilitate development at a density consistent with the General Plan.

Councilmember Parra made a motion to ADOPT Ordinance 2022-02, an Ordinance of the City Council of the City of Fowler Amending the Official Zoning Map of the City to Reflect a Change of Zone for Assessor’s Parcel No. 340-130-14, submitted by Sunshine Raisin Corporation for approximately 29.04 acres on the east side of South Armstrong Avenue between East Adams and East Hogan Avenues, seconded by Councilmember Mejia. The motion carried by roll call vote: Ayes: Parra, Mejia, Cardenas.

7-B. PUBLIC WORKS

- i. **2022 Special Events Update (Informational)**

Public Works Director Dominguez provided an informational calendar of events and their road closure impacts for the 2022 calendar year. He reported staff continue to track event related costs which are currently absorbed by individual departments and will provide a report at a future Council meeting.

Councilmember Mejia announced that there is a possibility of a new Spring event called Pancakes and Pets.

ii. ADOPT revised improvement standards regarding street name signs

City Engineer Peters presented a revision to Standard Plan ST-18, Street Name Signs. to include the City logo on street name signs.

Councilmember Kazarian made a motion to ADOPT revised improvement standards regarding street name signs, seconded by Councilmember Mejia. The motion carried by roll call vote: Kazarian, Mejia, Cardenas, Parra.

7-C. CITY MANAGER’S OFFICE

i. COVID-19 Update

Community Development Director Gaffery reported the Fresno County Department of Public Health’s data shows Fowler’s vaccination rate is 74.1% and staff continue to keep in close communication with FCDPH on any regulatory changes. He stated that staff has taken several additional mitigation strategies due to the omicron variant. City Manager Quan shared an invitation with Council for the upcoming Boy Scouts Eagle Court of Honor reception.

ii. Direct the City Manager to form a committee of City staff and community members to plan the Fowler Sesquicentennial and appoint a City Council liaison to the committee

Councilmembers Kazarian and Mejia volunteered to be the liaisons for the Fowler Sesquicentennial event committee. City Manager Quan reported staff members Yvonne Hernandez and Thomas Gaffery, and community member Stephanie Mejia will be on the committee as well.

8. STAFF COMMUNICATIONS – (CITY MANAGER)

8-A. CITY CLERK DEPARTMENT

Deputy City Clerk Vasquez reminded Council of mandatory Harassment in the Workplace training and Form 700 deadlines.

8-B. PLANNING DEPARTMENT

Community Development Director Gaffery reported the Kb Home Marshall Estates I subdivision has met the offsite improvements substantial progress requirement of the subdivision agreement and certificates of occupancy are being issued.

9. COUNCILMEMBER REPORTS AND COMMENTS

Mayor Cardenas announced he will meet with Assemblymember Joaquin Arambula later this month and extended an invitation to a fellow Councilmember wishing to participate in the meeting.

Councilmember Mejia reported the Recreation Commission is preparing for the Spring Fest Yard Sale on Saturday, March 26, 2022.

Councilmember Parra thanked Chief Alcaraz and the Police Department for their hard work and dedication.

10. CLOSED SESSION

No reportable action was taken on the two items.

11. ADJOURNMENT

Having no further business, Council member Kazarian made a motion to adjourn, Councilmember Parra seconded. The meeting adjourned at 8:20 p.m.



FOWLER CITY COUNCIL

ITEM NO: 6-C

REPORT TO THE CITY COUNCIL

February 1, 2022

FROM: Scott Cross, City Attorney

SUBJECT

Consider Approval of Resolution No. 2537, A Resolution of the City Council of the City of Fowler Authorizing Continued Use of Remote Teleconferencing for City Council Meetings and Commission Meetings During Declared State of Emergency in Accordance with Government Code Section 54953 as amended by AB 361

RECOMMENDATION

Approve Resolution No. 2537 if the City Council makes the findings required by Government Code Section 54953(e)(3) to continue to allow City Council members to attend City Council meetings via remote teleconferencing without following typical Brown Act requirements for teleconference participation by City Council members at City Council meetings. The Resolution also authorizes the City's other commissions to continue meeting remotely for as long as the City Council authorizes.

BACKGROUND

The City Council approved Resolution No. 2522 on October 19, 2021, authorizing remote teleconferencing for City Council and City commission meetings in accordance with Government Code Section 54953 as amended by AB 361 during the COVID-19 declared emergency. To continue with the "relaxed" remote teleconferencing for City Council and other commission meetings Government Code Section 54953 requires the City Council to make findings every 30 days that (1) it has reconsidered the circumstances of the state of emergency, and either (a) the state of emergency continues to directly impact the ability of the members to meet safely in person, or (b) state or local officials continue to impose or recommend measures to promote social distancing.

Fowler City Council meetings are currently conducted in a manner that allows the public and Council members to attend in person or via teleconference in compliance with all applicable legal requirements. Approving this resolution would not change the way members of the public are allowed to participate in meetings (both in-person and teleconference attendance is allowed) and would also allow City Council members to continue to attend meetings via teleconference, if desired, without complying with the typical Brown Act requirements for teleconferencing attendance at City Council meetings.

The proclaimed COVID-19 emergency is still in effect and there may be occasions when the proclaimed emergency directly impacts the ability of members of the public or Council members to meet safely in person. Also, some state and local officials continue to recommend measures to promote social distancing. As a result, the necessary findings can be made, if desired, to continue with remote teleconferencing for City Council and other commission meetings. These findings must be made every 30 days to continue with the relaxed Brown Act teleconference requirements.

FISCAL IMPACT

No fiscal impact is anticipated whether this Resolution is approved or not.

Attachments:

- Resolution No. 2537

RESOLUTION NO. 2537

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FOWLER
AUTHORIZING CONTINUED USE OF REMOTE TELECONFERENCING FOR CITY
COUNCIL MEETINGS AND COMMISSION MEETINGS DURING DECLARED
STATE OF EMERGENCY IN ACCORDANCE WITH GOVERNMENT CODE
SECTION 54953 AS AMENDED BY AB 361**

WHEREAS, on March 4, 2020, the Governor of California declared a state of emergency in the State as a result of the COVID-19 pandemic; and

WHEREAS, pursuant to Resolution 2461, approved by the Fowler City Council on March 17, 2020, the City Council declared a local emergency as a result of the threatened spread of COVID-19 in the City, surrounding areas, and the state; and

WHEREAS, on March 17, 2020, with the issuance of Executive Order N-29-20, the Governor suspended certain provisions of the Ralph M. Brown Act in order to allow local legislative bodies to conduct meetings telephonically or by other remote means; and

WHEREAS, on June 11, 2021, the Governor issued Executive Order N-08-21, which placed an end date of September 30, 2021, for agencies to meet remotely; and

WHEREAS, AB 361 was enacted on September 16, 2021, enacting certain changes to the Brown Act for teleconferencing and remote participation at public meetings as set forth in Government Code Section 54953; and

WHEREAS, the state of emergency proclaimed by the Governor on March 4, 2020, has not been rescinded and remains in effect; and

WHEREAS, the City Council has determined that teleconferencing from remote locations by the public and City Council members has not limited participation of members of the public, Council members, or other attendees at City Council or other City commission meetings; and

WHEREAS, on October 19, 2021, the City Council approved Resolution No. 2522 authorizing remote teleconferencing for City Council and City commission meetings in accordance with Government Code Section 54953 as amended by AB 361; and

WHEREAS, Government Code Section 54953, as amended by AB 361, requires the City Council to make certain findings every 30 days after approving Resolution No. 2522 in order to continue with remote teleconferencing.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF FOWLER RESOLVES
AS FOLLOWS:**

1. The City Council has reconsidered the circumstances of the COVID-19 state of emergency and finds that the following circumstances exist:

A. The state of emergency continues to directly impact the ability of members of the public, City Council members, and members of other City commissions to meet safely in person; and

B. State or local officials continue to recommend measures to promote social distancing.

2. This Resolution shall be effective immediately and a similar resolution shall be a standing item on City Council meeting agendas each month to reconsider the circumstances of the COVID-19 state of emergency and determine whether the state of emergency continues to directly impact the ability of members of the public, City Council members, and members of other City commissions to meet safely in person, or whether state or local officials continue to impose or recommend measures to promote social distancing, until the necessary findings required for continuing remote teleconferencing are no longer approved by the City Council.

The foregoing resolution of the City Council of the City of Fowler was duly and regularly introduced and approved at a regular meeting of the City Council on February 1, 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

David Cardenas, Mayor

ATTEST:

Angela Vazquez, Deputy City Clerk



FOWLER CITY COUNCIL

ITEM NO: 6-D

REPORT TO THE CITY COUNCIL

February 1, 2022

FROM: Margarita Moreno, Finance Director

SUBJECT

ACCEPT a donation to the City in the amount of \$1,500 from Waste Management.

RECOMMENDATION

Staff recommend the City Council accept a donation from Waste Management.

BACKGROUND

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

A donation was pledged from Waste Management in the amount of \$1,500 for the City's hosting of the Blossom Trail Opening Ceremony.

FISCAL IMPACT

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

Attachments:

- None



ITEM NO: 6-E

REPORT TO THE CITY COUNCIL

February 2, 2022

FROM Dario Dominguez, Public Works Director

SUBJECT

APPROVE a Memorandum of Understanding (MOU) and a Watering Agreement with California Urban Forests Council (CaUFC) and West Coast Arborists, Inc, (WCA) to participate in the CIRCLE 4 Project to plant sixty-five (65) trees as part of a grant with the California Department of Forestry (CalFire) and authorize the City Manager to execute the necessary documents.

RECOMMENDATION

Staff recommends approval of a Memorandum of Understanding and a Water Agreement with California Urban Forests Council (CaUFC) and West Coast Arborists, Inc, (WCA) to participate in the CIRCLE 4 Project to plant sixty-five (65) trees as part of a grant with the California Department of Forestry (CalFire) and authorize the City Manager to execute the necessary documents.

BACKGROUND

The CIRCLE 4 Project (Project) promotes tree planting in urban areas as part of a grant from the California Department of Forestry (CalFire). The California Urban Forests Council (CaUFC) is the recipient of the grant from CalFire. CaUFC has contracted with West Coast Arborists, Inc. for program management. The local affiliate is Tree Fresno.

The City of Fowler (City) has been selected to receive sixty-five (65) trees to be planted in the City. The trees will be planted on March 12, 2022 in a coordinated event with volunteers and other Project participants across the state. An educational workshop will be held on March 5, 2022, a week prior to the planting event. WCA and Tree Fresno will be responsible for programming the education workshop, with the City providing a suitable location to host the workshop. City staff will also be responsible for providing suitable planting locations within the city right of way and City-owned property, as well as

promoting the event via social media, and watering the newly planted trees. The City will be responsible for the long-term care of the trees.

ENVIRONMENTAL REVIEW

Planting of trees at existing facilities is categorically exempt pursuant to CEQA Guidelines section 15301.

FISCAL IMPACT

No appropriation of funds is needed. Trees and related planting supplies will be provided to the City through the grant. City will provide minimal staff time such as promoting and assisting in the planting event and support the ongoing care of the trees through existing general fund appropriations.

Attachments:

- Memorandum of Understanding
- Watering Agreement

Memorandum of Understanding

The following Memorandum of Understanding (“MOU”) is between the California Urban Forests Council (“CaUFC”), West Coast Arborists, Inc., a California corporation (“WCA, Inc.”), and the City of Fowler, a general law city & municipal corporation (“City”), regarding CIRCLE 4 – AMPLIFY the Urban Forest (“CIRCLE 4”) project. For reference purposes, the CaUFC, WCA, Inc., and City shall be referred to individually as a “Party” and collectively as the “Parties.” This MOU shall become effective on the last date signed by the Parties.

CIRCLE 4

The CIRCLE 4 project is an Invest From the Ground Up Campaign under the CaUFC. The CaUFC has partnered with WCA, Inc. and cities throughout California to improve the urban forests. CIRCLE 4 is funded through CAL FIRE’s Urban Forest and Community Grant Program. CIRCLE 4 will plant trees and deliver a full program on urban forestry to the community.

Interested Parties

The CaUFC, CaUFC’s partners, WCA, Inc., and the City agree to work cooperatively on the CIRCLE 4 project and the associated deliverables to honor the CaUFC contract agreement with the California Department of Forestry and Fire Protection (CAL FIRE). WCA, Inc. is contracted by CaUFC for completion of the CIRCLE 4 project and is responsible for program management and tree removal activities.

For purposes of this MOU, there are three major contributors to this process: Nancy Hughes representing CaUFC, Andres Rodriguez representing WCA, Inc., Wilma Quan representing the City.

Duties and Responsibilities

CaUFC, the CaUFC’s partners, WCA Inc., and the City pledge to work together in a spirit of cooperation to complete the work.

All Parties shall comply with all relevant laws and regulations regarding documentation, reporting, use, etc. of any state funds in accordance with applicable state law and furnish administrative assistance services including but not limited to:

1. Adherence to the approved scope of work, below, and set out in the assigned project.
2. Retention of all records for three (3) years after the end of the contract term. This requirement applies to fiscal records, reports, and partner information. If additional information is requested, the City agrees to make all records relating to the contract available upon request by CaUFC.

Decision Making

Decisions regarding implementation of the CIRCLE 4 project within the City of Fowler will be made by consensus of all Parties when there are proposed changes to the scope of work. Decision-making will be done jointly and in a spirit of cooperation. All decisions that are proposed and/or change the scope of work (verbal, written, or implied) must be agreed upon and authorized in writing by all Parties prior to commencing with the additional work. Otherwise, work can proceed as agreed upon for each party in the scope of work.

Termination

Any Party may terminate its participation in this MOU for its convenience, and without cause, by giving not less than 30 days' advance written notice to the other Parties. This MOU supersedes all previous agreements pertaining to the subject-matter of this MOU whether such previous agreement was written or oral.

Scope of Work

The scope of work describes the agreed upon project activities. The scope of work for the CIRCLE 4 project is set forth as follows:

1. CaUFC will provide the City 65, 15-gallon trees which will include stock and labor to ensure proper installation by volunteers and WCA, Inc.
2. The city will provide the GPS locations and tree species for all trees to be planted for this grant by March 1st, 2022. The city will provide support for DigAlert delineation.
3. The city will select species from a predetermined list provided by WCA, Inc. The city agrees to incorporate underutilized, climate appropriate species. The list will be provided by February 7, 2022.
4. The city will aid the CaUFC and WCA, Inc. to host a tree planting event March 12, 2022, to coincide with the statewide effort to plant 2,000 trees in one day.
5. CaUFC, WCA, Inc., and the city will join efforts to engage and deliver an educational tree workshop and tree planting event to the community and other local interested volunteers.
6. The city agrees to promote the tree workshop and tree planting event through existing city resources, including social media accounts.
7. The city will provide event logistic support, including pre-digging holes, staging trees day of event, and water resources day of tree planting. All associated costs are incumbent to the city.
8. The city agrees to provide tree care through incorporating new trees in management and maintenance plan activities. This includes watering newly planted trees as soon as they are installed. All associated costs are incumbent to the city.
9. The city will provide a facility suitable for a community workshop session regarding trees and urban forestry in the weeks prior to the tree planting event. Programming will be provided by WCA, Inc.
10. The WCA is responsible for procuring a sign and the City shall select the location of and install the sign. The sign shall remain in place until March 30, 2027, 3 years after the grant deadline. A California Climate Investments and CAL FIRE approved template will be provided by WCA, Inc.

11. WCA, Inc. will conduct post-plant monitoring to ensure the trees establish properly. This includes a structural prune one year after planting. The city is expected to respond to the recommendations made from the monitoring, in order to improve the tree's health.
12. CaUFC will provide \$875 in funding for a limit of 5 tree replacements for dead trees. If mortality is greater than what can be replaced by CaUFC grant funds, the City shall replace the dead trees at their own expense within the grant period.
13. The city will report trackable match time and hours to WCA, Inc. as necessary. There is no minimum requirement for match time and hours.

Timeline

The grant period is from August 2020 to March 2024. All parties agree that the CIRCLE 4 project will be completed by March 31, 2024, though periodic benchmarks may be set through the scope of work to support on-time project completion.

Relationship of Parties

Each Party acknowledges and agrees that it is an independent entity from, and not an employee or agent of, any other Party to this MOU.

Volunteer Indemnification

All volunteers shall sign the program's volunteer liability waiver prior to participating in any events associated with the Project.

Indemnification of Parties

To the full extent permitted by law, each Party agrees to indemnify, defend and hold harmless the other Parties, and their elected and appointed public officials, officers, employees and agents from and against any and all actions, (judicial, administrative, arbitration or regulatory) claims or demands, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities, including attorney fees and costs incurred in defense thereof, that may be asserted or claimed by any person, firm or entity, arising out of or related to any negligent act or omission, excluding the willful or intentional misconduct of any Party, during the course of its participation in the CIRCLE 4 Project and this MOU.

Responsibility Of City:

The City agrees to be responsible for and complete those items set forth in Scope of Work Section 1 through 12

Responsibility Of CaUFC:

CaUFC agrees to be responsible for and complete those items set forth in Scope of Work Section 1 through 12.

Responsibility Of WCA:

WCA agrees to be responsible for and complete those items set forth in Scope of Work Section 1 through 12.

Assumption of Risk

CaUFC and WCA, Inc. assumes no liability or responsibility for any personal property of the City or of its staff, volunteers, instructors, employees, contractors, consultants, guests, invitees, and agents brought to assist with the CIRCLE 4 project, during the term of this MOU. The City assumes no liability or responsibility for any personal property related to the CaUFC and WCA, Inc., or of their staff, volunteers, instructors, employees, contractors, consultants, guests, invitees, and agents brought to assist with the CIRCLE 4 project, during the term of this MOU. CaUFC certifies that it has reviewed and agreed to the terms of this MOU.

Insurance

Prior to undertaking performance of work under this MOU, WCA, Inc., shall maintain and shall require its subcontractors, if any, to obtain and maintain insurance as described below:

Each Party will, at its own expense, procure and maintain in full force at all times during the term of this Agreement the following insurance:

B. Commercial General Liability Coverage. With limits of no less than two million dollars (\$2,000,000) combined single limit per occurrence or four million dollars (\$4,000,000) aggregate limit for bodily injury, personal injury, and property damage and shall hold the City, and does hereby hold the City, free and harmless from all liability which may arise by reason of injury to any employee of the WCA, Inc. during performing any work or labor under this MOU.

C. Automobile Liability Coverage. Covering all vehicles used in the performance of this Agreement providing a one million dollar (\$1,000,000) combined single limit per occurrence for bodily injury, personal injury, and property damage.

D. Compliance with State Workers' Compensation Requirements. Each Party will insure itself against liability for Workers' Compensation pursuant to the provisions of California Labor Code §3700, et seq. and will, at all times, upon demand of the other Party's authorized representative or his/her designee, furnish proof that Workers' Compensation Insurance

Miscellaneous Terms

A. Severability. If any term or portion of this MOU is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this MOU shall continue in full force and effect.

B. Governing Law; Venue. The laws of the State of California shall govern this MOU without regard to principles of conflicts of laws. Any action to enforce or interpret this MOU shall be filed in the respective county court office.

C. Integration; Amendments. This MOU represents the entire and integrated MOU between CaUFC, WCA, Inc. and the City with respect to the subject matter hereof, and supersedes all prior negotiations, representations, or agreements, either written or oral with respect thereto. This MOU may be modified or amended only by a subsequent written agreement signed by both Parties.

D. Attorneys' Fees. If a party to this MOU brings any action, including an action for declaratory relief, to enforce or interpret the provisions of this MOU, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which such party may be entitled.

E. Waiver. No waiver of any breach of any covenant or provision of this MOU shall be deemed a waiver of any other covenant or provision hereof, and no waiver shall be valid unless in writing and executed by the waiving party. An extension of time for performance of any obligation or act shall not be deemed an extension of the time for performance of any other obligation or act, and no extension shall be valid unless in writing and executed by the waiving party.

F. No Third-Party Beneficiaries. Nothing contained in this MOU is intended to or shall be deemed to confer upon any person, other than the Parties, any rights, or remedies hereunder.

G. Assignment. No assignment, subletting, or transfer in whole or in part of this MOU shall be made or shall be effective without the prior written consent of the CaUFC and WCA, Inc.

H. Non-Liability of Officials, Employees and Agents. No officer, official, employee or agent of CaUFC and WCA, Inc. shall be personally liable to the City in the event of any default or breach by CaUFC or WCA, Inc. or for any amount which may become due to the City pursuant to this MOU.

I. Authority. The undersigned expressly represents that he or she is authorized to execute this MOU on behalf of the City and that it meets each of the requirements set forth in the MOU, including but not limited to the insurance and workers compensation requirements.

We the undersigned agree to this Memorandum of Understanding.

Nancy Hughes

Wilma Quan

Linda Mendez

Executive Director

City Manager

Grant Coordinator

California Urban Forests
Council

City of Fowler

West Coast Arborists

Date Executed:

Date Executed:

Date Executed:



CIRCLE 4.0 – Watering Agreement

City of Fowler, West Coast Arborists, Inc., the tree maintenance contractor, & the California Urban Forests Council, are partnering through the Amplifying the Urban Forests (CIRCLE 4.0). CIRCLE 4.0 is a grant project funded through CAL FIRE with the goal to reduce carbon & greenhouse gas emissions by planting urban trees.

The City of Fowler will be receiving 65 trees through the CIRCLE 4.0 grant project and has agreed to water them sufficiently for the first two years post planting to ensure their success. West Coast Arborists Inc. will conduct routine visits to ensure the trees are watered regularly and perform maintenance activities such as removing tree stakes and perform one structural pruning in the second year.

This is to certify that the City of Fowler is the legal owner of the: 65 trees under the CAL FIRE funded CIRCLE 4.0 grant and hereby agrees to water trees to be planted on their property weekly for a period of 2 years following planting of the trees, or as needed to ensure establishment.

Wilma Quan

City Manager

City of Fowler

Date Executed:





ITEM NO: 6-F

REPORT TO THE CITY COUNCIL

February 1, 2022

FROM: David Peters, PE – City Engineer

SUBJECT

APPROVE Resolution No. 2539 modifying the City's Street Cutting Policy.

RECOMMENDATION

Staff recommends approval of Resolution No. 2539 modifying the City's Street Cutting Policy.

BACKGROUND

In October 2021, the City of Fowler adopted a Street Cutting Policy to protect the City's substantial investment in street maintenance through limiting the activities that would damage newly paved and resurfaced streets.

Staff has prepared an update to this policy to address allowable work hours for utility work affecting schools. The updated Street Cutting Policy will require the following:

- a) Work within 600 feet of an in-session school must not begin prior to 9am and must be terminated, including removal of any traffic control devices, 30 minutes prior to the time of student release as defined by the current bell schedule of the affected school.
- b) Night work may be permitted between the hours of 7pm and 6am if approved by the Public Works Director 48 hours in advance of work being performed.
- c) Any exception to this work hour restriction must be approved by the Public Works Director 48 hours in advance of work being performed.

FISCAL IMPACT

None.

Attachments:

- Street Cutting Policy – Updated February 1, 2022
- Resolution No. 2539

**CITY OF FOWLER
STREET CUTTING POLICY**

BACKGROUND

This street cutting policy is intended to limit developers, utility companies, and City crews from damaging newly paved or resurfaced streets.

Many studies have indicated that a utility cut damages an area of pavement larger than the actual area of the excavation. In line with the State of California and other cities, the City of Fowler requires anyone who cuts into the pavement of a public road to reconstruct the street from curb to curb for the full extent of the pavement cut. The City also requires all trench cuts to be T-cuts, with a wider pavement replacement width than trench width, to reduce the negative impacts of the trench cut. In addition, this policy allows the Director of Public Works to require the person repaving the excavation to apply a seal coat at any time within two years of the time of repaving.

PURPOSE

A street cutting policy is justified to reduce pavement degradation and extend the life and structure of the pavement.

PROCEDURES

1. Street cutting policy

- 3-year moratorium for pavement cuts on streets receiving a seal coat, such as a slurry seal or chip seal.
- 5-year moratorium for pavement cuts on newly constructed and reconstructed streets and for streets receiving overlays and treatments one-inch thick or greater.
- The moratorium shall be in force during the construction period for projects that include seal coats, or new street construction or street reconstruction, and the moratorium period will begin upon the filing of the Notice of Completion for the construction project including the affected streets.
- For streets that receive a seal coat, the moratorium shall begin to be enforced when the streets are sealed, and the timed moratorium period will begin upon the filing of the Notice of Completion.
- For newly constructed or reconstructed streets, the moratorium shall begin to be enforced when the streets are given the final pavement cap, and the timed moratorium period will begin upon the filing of the Notice of Completion.

Trench Repair Requirements for Streets under Moratorium - If need for trenching is justified and a waiver is approved by the City Engineer, the City shall require resurfacing at least the length of excavation from curb to curb or from curb line to the raised median.

- Lateral trenches (perpendicular to the curb) - Extend T-cut grind and overlay limits to 10 feet beyond each side of the trench and over the entire lane that is impacted (regardless of street classification).
- Longitudinal trenches (parallel to the curb - If the asphalt depth is four inches or deeper, grind two inches minimum and place two inches minimum overlay over the entire lane or lanes (curb to curb or curb to median curb) that are impacted (regardless of street classification). If the existing asphalt depth is less than four inches, grind the full depth of asphalt and replace asphalt in-kind (minimum two inches) over the entire lane or lanes (curb to curb or curb to median curb) that are impacted (regardless of street classification).
- If the existing AC depth is greater than 4-inches, grind 2 inches minimum and place 2 inches minimum overlay over the entire lane that is impacted (regardless of street classification) curb to curb.
- If the existing AC depth is less than 4-inches, the entire lane will need to be resurfaced to meet the City's minimum structural section of 4-inches of AC over 6-inches of Class II Base.
- Use Current City of Fowler Standard Drawing.

2. Excavations of streets not under the Utility Trench Moratorium

- Use City of Fowler Standard Drawing.

3. Proposed Waivers - The City Engineer may grant a waiver if one or more of the following conditions are present:

- a) A bona fide emergency exists that endangers the health and safety or property of the citizenry and requires an excavation in order to remediate the emergency.
- b) New service to a specific location cannot be provided either through existing conduit, where trenchless technology is impractical due to soil conditions, proximity of facilities or economically impractical, and the public utility demonstrates to the City Engineer's satisfaction that the service cannot be provided from another location.
- c) The installation or relocation of facilities by a non-government owned public utility is both required by the City, County, State or Federal Government and not required as a result of an underground utility district.
- d) Only a non-linear excavation or exploratory excavation will be made.

- e) Where conditions prohibit boring.
- f) Where there is a lack of working space for bore pits at each end of the street crossing bore.
- g) An open trench is required to expose existing distribution facilities in street to terminate or establish service lines, or to provide emergency repair of existing underground facilities.
- h) Existing facilities in the street conflict with the proposed bore.
- i) Joint trench use is required and if within 200 feet of an open sewer or water trench, consideration will be given to an open trench.
- j) Unusual circumstances are present and the City Engineer finds that the public interest is best served by allowing such a cut.

5. Americans with Disability Act (ADA) Compliance - The City Engineer may require repair or replacement of the following facilities impacted by street cutting associated with this policy to maintain compliance with ADA requirements. Such improvements may require:

- a) Repair or replacement of curb access ramps impacted by trenching or boring
- b) Repair or replacement of sidewalks impacted by trenching or boring
- c) Repair or replacement of valley gutters impacted by trenching or boring
- d) Other ADA related facilities impacted by trenching or boring as deemed necessary by the City Engineer.

6. Scheduling Work Near Schools

- a) Work within 600 feet of an in-session school must not begin prior to 9am and must be terminated, including removal of any traffic control devices, 30 minutes prior to the time of student release as defined by the current bell schedule of the affected school.
- b) Night work may be permitted between the hours of 7pm and 6am if approved by the Public Works Director 48 hours in advance of work being performed.
- c) Any exception to this work hour restriction must be approved by the Public Works Director 48 hours in advance of work being performed.

IMPLEMENTATION

Streets that are constructed or rehabilitated and have received a Notice of Completion (NOC) on or after date of Council adoption of this policy will be subject to all provisions of this policy.

RESOLUTION NO. 2539

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FOWLER
UPDATING THE STREET CUTTING POLICY

WHEREAS, the City of Fowler has adopted a street cutting policy to protect the City's substantial investment in street maintenance through limiting the activities that would damage newly paved and resurfaced streets; and

WHEREAS, modifications are necessary to the policy to define allowable work hours for utility work affecting schools.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Fowler the modified Street Cutting Policy dated February 1, 2022 and attached as Exhibit A to this resolution are herewith adopted.

The foregoing resolution was duly passed and adopted at a regular meeting of the Fowler City Council held on the 1st day of February 2022, by the following vote:

Ayes:	Councilmembers:
Noes:	Councilmembers:
Absent:	Councilmembers:
Abstain:	Councilmembers:

APPROVED:

David Cardenas, Mayor

ATTEST:

Angela Vasquez, Deputy City Clerk



FOWLER CITY COUNCIL

ITEM NO: 6-G

REPORT TO THE CITY COUNCIL

February 1, 2022

FROM David Peters, City Engineer

SUBJECT

ADOPT Park Monument Sign Improvement Standards

RECOMMENDATION

Staff recommend City Council adopt Resolution No. 2541 approving Standard Plan M-16 and M-17 pertaining to park monument signs.

BACKGROUND

The Fowler City Council previously approved improvement standards for various public infrastructure facilities related to streets, water and sewer systems, etc. Occasionally, new standards are needed to provide for uniform infrastructure construction of various facilities. Standard Plans M-16 and M-17, Park Monument Sign, are proposed to provide a standard concrete monument sign that will be installed at City parks. The proposed standard plans are attached to this report.

FISCAL IMPACT

There is not a fiscal impact to the City since park monument signs are included in basic park infrastructure and are typically installed at developer's expense.

ATTACHMENTS

- Resolution No. 2541
- Standard Plans M-16 and M-17

RESOLUTION NO. 2541

**A RESOLUTION ADOPTING PUBLIC WORKS DESIGN STANDARDS
FOR THE DESIGN OF PUBLIC INFRASTRUCTURE FACILITIES**

WHEREAS, the City of Fowler has previously utilized and adopted improvement standards for construction of public infrastructure facilities; and

WHEREAS, periodic additions to the improvement standards are necessary to ensure proper design, construction and function of city infrastructure and other miscellaneous facilities; and

WHEREAS, standard plans M-16 and M-17 provide details for construction of uniform park monument signs.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF FOWLER RESOLVES
AS FOLLOWS:**

1. Effective immediately, Standard Plans M-16 and M-17 are hereby adopted for inclusion in the City Improvement Standards.

The foregoing resolution of the City of Fowler was duly and regularly adopted by the City Council of the City of Fowler at a regular meeting held on February 1, 2022, by the following vote:

AYES:

NAYS:

ABSTAIN:

ABSENT:

APPROVED:

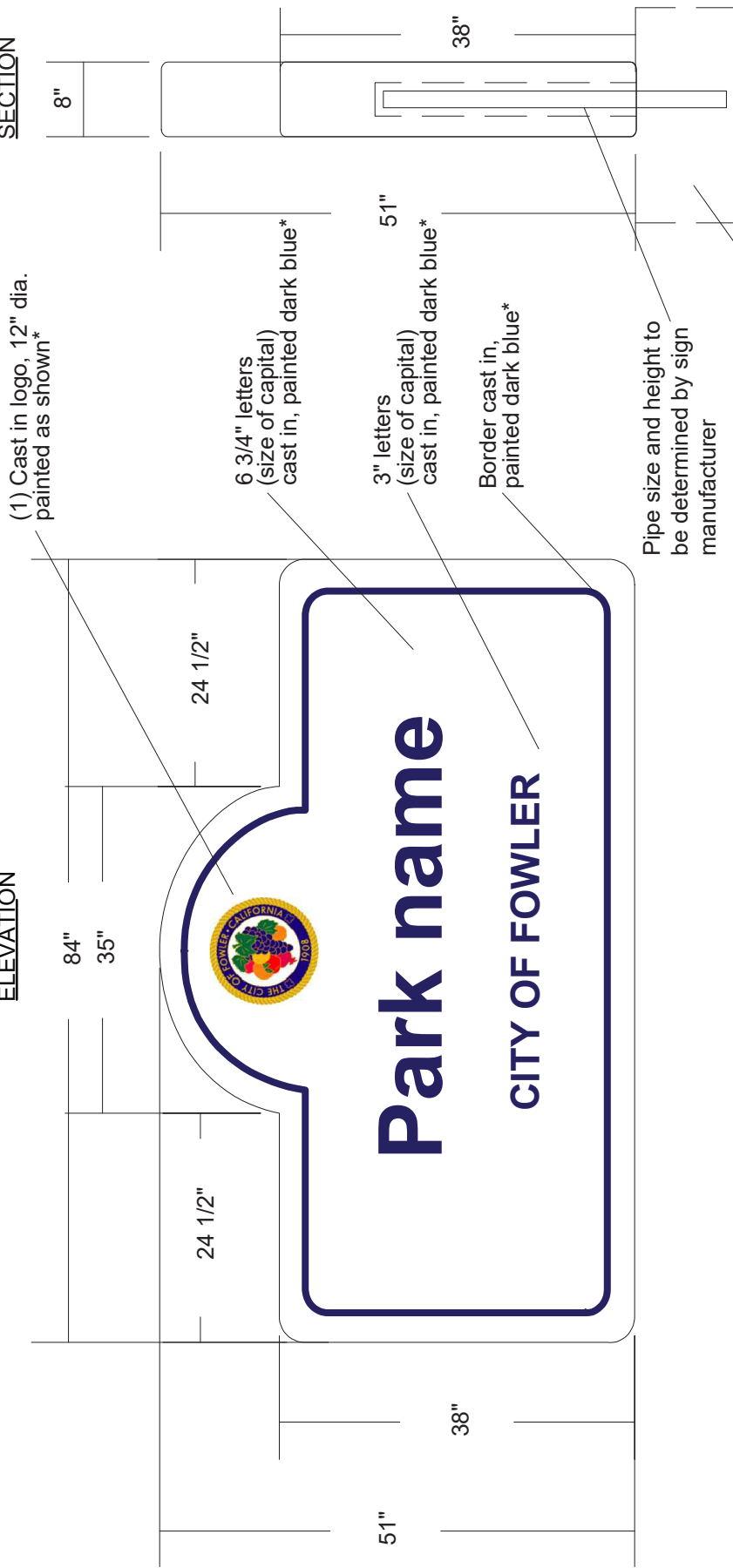
David Cardenas, Mayor

ATTEST:

Angela Vasquez, Deputy City Clerk

ELEVATION

SECTION



NOTES:

1. Concrete mix design to include a mixture of Portland Cement, water, coarse and fine aggregates, pure mineral oxide coloring agents (when applicable) to yield a minimum compressive strength of 5000 psi.
2. Final product shall be reinforced with #4 and #5 rebar grid.
3. Product is cast in 1-piece with no assembly required.
4. Sign shall be ordered from Outdoor Creations or approved equal
5. Cut-sheet of sign must be approved by City Engineer and Public Works Director prior to order.

***Paint colors: White**

Dark Blue: PPG 1167-7 Blue Jewel

Gold (non-metallic): PPG 1214-6 Indian Maize

Red: Standard Red 1

Green: PPG 1132-7 Brunswick

Orange: P&L 11-12 Nectarine Juice

Reddish Brown: PPG 16-08 Antique Mahogany

WEIGHT: 2400 LBS

TEXTURE: Smooth

COLOR: TBD

SEALER: Standard Acrylic

REVISION DATE

1/27/22

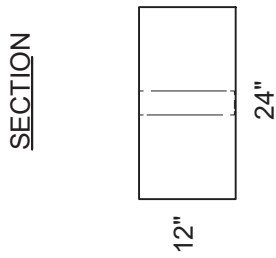
CITY OF FOWLER

STD. DWG.

PRE-CAST CONCRETE PARK SIGN

M -16

SECTION



NOTES

1. Cast (2) mounting thru holes (grout pockets) minimum diameter 3", in footing as shown.
2. Insert pipe (supplied with sign) into holes in bottom of sign.
3. Fill grout pockets with liquid grout cement and lower sign onto footing, using epoxy between sign and footing for final anchoring.

Minimum below grade
Add height needed above grade

48" O.C.



ELEVATION

3" grout pockets

24"

84"

PLAN

INSTRUCTIONS FOR SIGNS WITH BASE (PIPE MOUNT)

- 1) Pour a concrete footing per detail. (See this sheet) Make sure it is flat and level.
- 2) Set pipes (shipped with sign), into footing grout pockets. Do not use mortar yet as a "dry run" installation recommended.
- 3) Set sign over pipes and square up to footing.
- 4) Place sign on pipes. Do not epoxy yet as a "dry run" to check for proper fit is recommended.
- 5) If sign installed properly then can proceed to permanent installation that includes application of mortar/epoxy.
- 6) Remove sign and pipes. Mix mortar and fill grout pockets $\frac{3}{4}$ full with mortar.
- 7) Apply construction epoxy between footing and base.
- 8) Reinstall pipe
- 9) Place sign on pipes and prior to contact with footing apply a thick bead of construction epoxy that runs in the center of the footing (use pipes as guideline) the length of the sign itself.
- 10) Make any fine tuning adjustments to the sign as needed by use of shims while epoxy/mortar is setting.
- 11) Use rags/towels to clean up any epoxy that may squeeze out from under the sign as sign settles on base.

REVISION DATE

1/27/22

CITY OF FOWLER

PRE-CAST CONCRETE PARK
SIGN FOOTING

STD. DWG.

M -17



ITEM NO: 8-Ai

REPORT TO THE CITY COUNCIL

February 1, 2022

FROM: Margarita Moreno, Finance Director

SUBJECT

ACCEPT Credit Card Usage Report for July 1 through December 31, 2021.

RECOMMENDATION

Staff recommend the City Council accept the Credit Card Usage Report for July 1, 2021 through December 31, 2021.

BACKGROUND

Council Resolution No. 2363 requires the Finance Director to provide City Council a report on credit card usage with the annual and mid-year financial reports. The attached report provides credit card usage by employee and details the expenses. Credit card expenses are submitted monthly by the responsible employee. All credit card expenses are approved by the Finance Director and reviewed by the City Manager.

Note that there are recurring charges that continue to post under the former Interim Finance Director, Carlos Sanchez. Staff recently corrected these recurring charges to the current finance director credit card.

FISCAL IMPACT

Credit card expenses are posted to the appropriate department or fund's operating budget.

Attachments

- Credit Card Usage Report

City of Fowler
 Credit Card Usage
 Stmt Closing

July 2021
 8/3/2021

Card / User	Summary Transaction	Amount
Home Depot		
Manuel Lopez	Wood Crate-Fire	\$29.85
	Total Home Depot	<u>\$29.85</u>
Wells Fargo VISA		
Manuel Lopez	Lowes-Dog Kennel	\$483.71
	Fire Instruction-Lopez Training	\$425.00
	Holiday Inn Express-Travel Lopez	\$438.24
	Office Depot-Printer Ink	\$889.51
	Fowelr JQ-Fuel Fire Chief Truck	\$50.00
		\$2,286.46
Rudy Alcaraz	Surf Thru Selma-Carwash Police Chief Car	\$19.99
	Chevron-Fuel Police Chief Car	\$64.44
	Office Depot-Toner	\$311.28
	Point Emblems LLC-Patches	\$456.50
		\$852.21
Dario Dominguez	Amazon Prime-Membership PW	\$14.16
	Dollar General -Gatorades PW	\$34.00
	Chevron-PW Director Truck	\$103.31
	Dollar General -Gatorades PW	\$37.90
		\$189.37
Margarita Moreno	CaCities Registration-Cardenas	\$550.00
	CaCities Registration-Parra	\$675.00
	Kabab City-Finance Lunch Meeting	\$43.53
		\$1,268.53
Carlos Sanchez	Free Conference-Council Meeting	\$4.00
	Zoom-Council Meeting	\$45.38
	Msft-Meeting	\$100.00
	Msft-Meeting	\$8.25
	Zoom-Council Meeting	\$141.66
	Free Conference-Council Meeting	\$15.00
	Free Conference-Council Meeting	\$4.00
	Msft-Meeting	\$8.25
	Msft-Meeting	\$54.56
	Msft-Meeting	\$136.00
		\$517.10
	Total Wells Fargo VISA	<u>\$5,113.67</u>
	Stmt Balance	<u>\$5,113.67</u>

City of Fowler
 Credit Card Usage
 Stmt Closing

August 2021
 9/3/2021

Card / User	Summary Transaction	Amount
Home Depot		
Manuel Lopez	Spray Paint Supplies-Senior Center	\$73.56
	Wood Crate-Fire	\$29.85
	Wood Crate-Fire	\$47.85
	Ceiling Fan-Senior Center	\$132.64
	Total Home Depot	<u>\$283.90</u>
Wells Fargo VISA		
Manuel Lopez	Dollar General-Gatorade PW	\$11.00
	Fire Instruction-Lopez Training Oakdale	\$375.00
	Holiday Inn Express-Travel Lopez	\$343.35
	City Muffler-Security Guard Rack Prius-Admin	\$344.00
	Office Depot-Ink Fire	\$50.91
	Office Depot-Office Cabinet Fire	\$146.26
	JM Equipment Fresno-Tractor Hard Cover- Parks	\$369.13 \$1,639.65
Rudy Alcaraz	Surf Thru Selma-Carwash Police Chief Car	\$19.99
**	Office Depot- Toner refund Police	-\$311.28
	Amazon-Black Toner Police	\$359.56
	Chevron-Police Vehicle	\$65.41
	Selma Quick Stop-Fuel Police Vehicle	\$61.84
	Shell Oil-Fuel Police Vehicle	\$55.25
	Shell Oil-Fuel Police Vehicle	\$61.57 \$312.34
Dario Dominguez	Home Depot-Lumber fix stop sign	\$38.85
	Amazon Prime-Membership PW	\$14.16
	American Public Works	\$215.00
	Dollar General -Gatorades PW	\$20.45
	Chevron-PW Director Truck	\$115.42 \$403.88
Margarita Moreno	Quiznos-COG Meeting-City Council	\$34.04
	Superior Muffler-Protect Convertos-Admin	\$300.00
	Zoom-Council Meeting	\$1,279.47
	Costco-2 Canopies-Senior Center	\$501.26
	McClatchy Advertising-Signage Planning	\$303.24 \$2,418.01
Carlos Sanchez	Zoom-Council Meeting	\$141.66
	Free Conference-Council Meeting	\$15.00
	Free Conference-Council Meeting	\$4.00
	Msft-Meeting	\$120.00
	Msft-Meeting	\$8.25
	Msft-Meeting	\$60.68 \$349.59
	Total Wells Fargo VISA	<u>\$5,123.47</u>
**	Credit applied Rudy Alcaraz	\$311.28
	Stmt Balance	<u>\$5,434.75</u>

City of Fowler
 Credit Card Usage
 Stmt Closing

September 2021
 10/3/2021

Card / User	Summary Transaction	Amount	
Home Depot			
Manuel Lopez	Cover old Windows Old station	144.63	
	Screens for Old station	\$15.60	
	Light Bulbs-City Hall	\$62.63	
	Total Home Depot		<u>\$377.49</u>
Wells Fargo VISA			
Manuel Lopez	76 Gas Station-Fire Chief Truck	\$101.57	
	Home Depot-Screen and Lumber PW	\$58.63	
	Positive Promotions-Pens Open House Fire	\$306.45	
	VISTAPR-Magnets Fire	\$86.08	\$552.73
Rudy Alcaraz	Surf Thru Selma-Carwash Police Chief Car	\$19.99	
	The Cliffs Resort Pismo-Travel Police Chief	\$685.08	
	Amazon-Sharps container Police	\$16.29	
	Sams Club-Candy Police	\$132.86	\$854.22
Dario Dominguez	Amazon Prime-Membership PW	\$14.16	\$14.16
Margarita Moreno	Cattlemens-Employee Appreciation Dinner	\$2,000.00	
	McClatchy Advertsing-Public Notice PW	\$287.28	
	Kimpton Sawyer Hotel-Travel Parra	\$732.91	
	Sacramento Holiday Inn-Travel Cardenas	\$460.14	
	Kimpton Sawyer Hotel-Parking Fee Parra	\$35.00	
	Wayfair-Office desk Finance	\$287.68	\$3,803.01
Carlos Sanchez	Free Conference-Council Meeting	\$15.00	
	Msft-Meeting	\$57.75	
	Msft-Meeting	\$120.00	
	Free Conference-Council Meeting	\$4.00	\$196.75
	Total Wells Fargo VISA		<u>\$5,420.87</u>
	Stmt Balance		<u>\$5,420.87</u>

City of Fowler
 Credit Card Usage
 Stmt Closing

October 2021
 11/3/2021

Card / User	Summary Transaction	Amount	
Home Depot			
Manuel Lopez	Small Tools-Fire	\$149.78	
	Ceiling Fan- Senior Center	\$182.11	
	Work Bench-Fire	\$377.49	
	Total Home Depot		<u>\$709.38</u>
Wells Fargo VISA			
Manuel Lopez	AED Superstore-LifePak Fire	\$593.86	\$593.86
Rudy Alcaraz	Office Depot-Office Chairs Police	\$228.84	
	Office Depot-Office Chairs Police	\$376.73	
	Surf Thru Selma-Carwash Police Chief Car	\$19.99	\$625.56
Dario Dominguez	Amazon-Lights City Hall	\$44.67	
	Amazon Prime-Membership PW	\$14.16	
**	Amazon Prime-Membership PW Credit	-\$14.16	
	Chevron-Fuel PW Director Truck	\$110.00	
	The Home Depot-Curb Painting Supplies	\$174.60	
	Food 4 Less-Candy Trunk and Treat PW	\$96.30	
	Food 4 Less-Candy Trunk and Treat PW	\$90.82	\$516.39
Margarita Moreno	Association of Environment-Gaffery Membership	\$150.00	
	Association of Environment-2021 CEQA Planning	\$99.00	
	PORAC-Police Sgt Advertising	\$135.00	
	CalCities- Registration Vasquez City Clerk	\$500.00	
	USPS-Shipping Plaque Engraver	\$6.89	
	FSP-California Jumping-Halloween Jungle maze Rec	\$255.48	
	WalMart-Benefit Day Pastry	\$24.11	
	CSMFO-Registration Moreno Finance	\$620.00	
	Town & Country Hotel-Travel Woodward CSMFO	\$258.31	
	Dollar General-Employee Appreciation Supplies	\$3.27	
	CSMFO-Membership Woodward Finance	\$110.00	
	CSMFO-Registration Woodward Finance	\$470.00	
	Town & Country Hotel-Travel Moreno CSMFO	\$303.54	
	Mi Favorito Place-Lunch Mtg Benefit Day	\$30.43	
	Cattlemens-Employee Appreciation Dinner	\$2,790.26	\$5,756.29
Wilma Quan	Cattlemens-Card Rec Commission	\$50.00	
	Mi Favorito Place-Employee Apprec gift card	\$25.00	
	Fowler Ace Hardware-Employee Apprec gift card	\$25.00	\$100.00
Carlos Sanchez	Msft-Meeting	\$8.25	
	Free Conference-Council Meeting	\$15.00	
	Free Conference-Council Meeting	\$4.00	
	Msft-Meeting	\$8.25	
	Msft-Meeting	\$57.75	
	Msft-Meeting	\$120.00	\$213.25
	Total Wells Fargo VISA		<u>\$7,805.35</u>
**	Credit applied Dario Dominquez		\$14.16
	Stmt Balance		<u>\$7,819.51</u>

City of Fowler
Credit Card Usage
Stmt Closing

November 2021
12/3/2021

Card / User	Summary Transaction	Amount
Home Depot		
Manuel Lopez		\$0.00
	Total Home Depot	<u>\$0.00</u>
Wells Fargo VISA		
Manuel Lopez	Fire Instruction-Lopez training	\$425.00
	Holiday Inn Express-Travel Lopez	\$343.35
	Bulbs.com-Senior Center lights	\$342.60
	Carrot-Top Industries-Flags Vets Park PW	\$231.88
	Big 5 Sporting Goods-foam floor pads station Fire	\$216.91
	Office Depot-Computer Ink Fire	\$52.00
	Mid-County Fire Hanford- Fire Extinguishers	\$778.75
	Duration Light Fresno-Street Bulbs PW	\$302.43
		\$2,692.92
Rudy Alcaraz	Surf Thru Selma-Carwash Police Chief Car	\$19.99
		\$19.99
Dario Dominguez	Jocy's Mexican Restaurant-Emp Apprec Gift Card	\$25.75
	Hobby Lobby-Christmas Tree Supplies	\$177.37
		\$203.12
Margarita Moreno	PORAC-Police Sergeant Advertising	\$135.00
	Free Conference-Council Meeting	\$15.00
	Guitar Center-Sound System Senior Center	\$662.46
	Msft-Meeting	\$8.25
		\$820.71
Carlos Sanchez	Indeed-Maint Wkr 1 Advertising	\$124.60
	Free Conference-Council Meeting	\$4.00
		\$128.60
	Total Wells Fargo VISA	<u>\$3,865.34</u>
	Stmt Balance	<u>\$3,865.34</u>

City of Fowler
 Credit Card Usage
 Stmt Closing

December 2021
 1/3/2022

Card / User	Summary Transaction	Amount	
Home Depot			
Manuel Lopez			
	Total Home Depot		<u>\$0.00</u>
Wells Fargo VISA			
Manuel Lopez	K Audio -Radio Park Truck #2	\$160.00	
	Fire Instruction-Lopes training	\$475.00	
	Holiday Inn Express-Travel Fire Chief Lopez	\$457.80	
	Duration Lighting-diver set light poles Parks	\$131.21	
	Dollar General-Open house drinks	\$20.25	
	Starbucks Store-Open house coffee	\$53.85	
	Mid-County Fire-Hanford-Fire Extinguisher Recharge	\$857.88	
	Garcia & Sanchez Smog-Smog-Parks	\$150.00	
	Pilot-Fuel E101	\$133.70	
	Office Depot-Ink-Fire	\$117.91	
	Action Training Systems-Fire dept CD's	\$463.17	
	Garcia & Sanchez Smog-2015 Toyota-Admin	\$100.00	
	Garcia & Sanchez Smog-2007 Ford- Parks	\$50.00	\$3,170.77
Rudy Alcaraz	Starbucks Store-Ministerial Meeting	\$17.95	
	Pizza Factory-Explorers Tree Lighting	\$32.70	
	Surf Thru Selma-Carwash Police Chief Car	\$19.99	
	Jennifer Leal- Notary Services	\$45.00	
	Mid-County Fire-Hanford-Fire Extinguisher Recharge	\$555.03	
	Walgreens-Police Christmas Cards	\$58.12	\$728.79
Dario Dominguez	HomeDepot-Lumber-Planning trailer	\$313.49	
	The Home Depot-screws-drill supplies-Planning	\$51.52	
	The Home Depot-Lumber/Supplies-Planning trailer	\$221.56	\$586.57
Margarita Moreno	Msft-Meeting	\$120.00	
	Msft-Meeting	\$67.93	
	City Clerks Assoc-Registration Vasquez	\$200.00	
	Bubba Gump Hollywood-Travel Vasquez	\$28.45	
	NBC Sports Grill-Travel Vasquez	\$17.18	
	Chevron Gorman-Travel Vasquez	\$35.21	
	Sheraton Universal Hotel-Travel Vasquez	\$524.28	
	Costco-Senior Center Luncheon	\$322.70	
	Int'L Code Council Inc-Membership Gaffery	\$145.00	
	Int'L Code Council Inc-Code Books-Building	\$430.45	
	CSMFO-Regist refund Woodward-Scholarship approved	-\$470.00	
	Zoom-City Council	\$466.45	
	Free Conference-Council Meeting	\$15.00	
	Msft-Meeting	\$66.00	
	Msft-Meeting	\$120.00	\$2,088.65
Carlos Sanchez	Free Conference-Council Meeting	\$4.00	\$4.00
	Total Wells Fargo VISA		<u>\$6,578.78</u>
**	Credit applied Margarita Moreno		\$470.00
	Stmt Balance		<u>\$7,048.78</u>



ITEM NO: 8-Aii

REPORT TO THE CITY COUNCIL

February 1, 2022

FROM Margarita Moreno, Finance Director

SUBJECT

Actions pertaining to the fiscal year 2021-22 mid-year budget report and budget amendments:

- ACCEPT the fiscal year 2021-22 mid-year budget report.
- ADOPT Resolution No. 2538 approving fiscal year 2021-22 proposed budget amendments.

RECOMMENDATION

Staff recommend City Council accept the fiscal year 2021-22 mid-year budget report and adopt Resolution No. 2538 approving fiscal year 2021-22 budget amendments.

BACKGROUND

The fiscal year 2021-22 mid-year budget report reflects the City's revenues and expenditures through December 31, 2021. The mid-year budget reports provide the data to inform any necessary budget amendments to ensure that the budget is balanced at the end of the fiscal year. As such, staff recommend some budget amendments based on operational changes during the first half of the fiscal year, as well as staff's stronger understanding of departmental operations and base budget needs. Below is a summary of revenues received and expenditures made for each fund type through December 31, 2021.

GENERAL FUND

The General Fund covers core services such as police, fire, public works, community development, parks, recreation, and the senior center. Sales and property taxes are the two largest sources of revenue in the General Fund. Revenues in the General Fund are at 29% and expenditures are at 46% at mid-year, as follows:

REVENUES

As summarized in Attachment A, General Fund revenues received through December 31, 2021 total 29% of the annual budget estimates, while expenditures at 46%. It is important to note that certain revenues are collected at various times throughout the year and not reflected in the mid-year report.

PROPERTY TAX

Revenues are at 32% of budget

The major portion of property tax revenue is not scheduled to be distributed to cities until the end of December or early January and therefore not reflected in this report.

PERMITS/LICENSES

Revenues are at 71% of budget

The City received 71% of permits/licenses fees through December 31, 2021. Charges for services are higher through December 31, 2021. Building permits are at \$404,217 and plan check fees at \$39,122 which make up a large portion of these estimated revenues. Increased permits and development activity are responsible for the increase. Additionally, business license renewals are not due until December 31, 2021 and therefore not reflected in this report.

FINES & FEES

Revenues are at 42% of budget

Fines and Fees are on target through December 31, 2021 at 42%.

USE OF MONEY & PROPERTY RENTAL INCOME

Revenues are at 33% of budget

Revenues from rental and interest income are on target. The majority of rental income are received from Unwired broadband for the water tower.

MOTOR VEHICLE IN LIEU

Revenues are at 0% of budget

The VLF payment will be received in the third quarter and is therefore reflected 0% at mid-year. The motor vehicle in lieu revenues are property tax shares allocated to cities and counties by the State.

SALES TAX

Revenues are at 38% of budget

The City has received 38% of sales tax revenues. Sales tax revenues are the largest revenue source in the General Fund. Sales tax is received two months in arrears, therefore, only reflecting four months of revenue. A budget amendment is proposed to adjust revenues to account for the projected growth in sales tax revenue.

TRANSIENT OCCUPANCY TAX

Revenues are at 27% of budget

Transient occupancy taxes are received on a quarterly basis, the first payment received in October is at 27% at mid-year. The second quarter payment is not reflected in the mid-year report.

FRANCHISE FEES

Revenues are at 15% of budget

Franchise fees are received in a quarterly basis, the first payment received in October is reflecting the 15% at mid-year. The second quarter payment is not reflected in the mid-year.

SERVICES & OTHER FEES

Revenues are at 34% of budget

Revenues from services & other fees are currently at 34% and are anticipated to meet budgeted expectations. These revenues are from various sources such as recreation, inspection, planning, park maintenance, and special police services.

GRANT

Revenues are at 4% of budget

Two allocations have been received from Local Public Safety Funds (LPSF). Staff anticipate grants to be on target at end of year.

OTHER MISC REVENUE

Revenues are at 1,599% of budget

Revenues from other sources are currently at 1599%. These miscellaneous revenues include donations, P.O.S.T reimbursements, restitution, and other refunds. It is typical for revenues in this category to reflect higher percentages than budgeted.

TRANSFER IN

Revenues are at 0% of budget

A general ledger entry will be done to allocate the transfer in and transfer out to the appropriate funds at year end.

EXPENDITURES

As summarized in Attachment A, the City has expended roughly 46% of its appropriations as of December 31, 2021. All departments are on target to their budgeted lines from actual to budget for mid-year.

As summarized in Attachment B, the summary of all funds revenues reflects the revenues and expenditures for the mid-year ending December 31, 2021 by fund type as summarized below:

ENTERPRISE FUNDS

WATER UTILITY FUNDS

Revenues 46% | Expenses 44%

Through December 31, 2021, expenses are at 44% of budget and revenues slightly higher at 46% of budget. Staff anticipate the Water Utility Fund budget to be on target for year end.

SPECIAL REVENUES

UTILITY USERS TAX

Revenues 46% | Expenses 12%

Utility User's Tax are paid to the city one month in arrears. Five-month revenues are at \$183,633, or 46% of budget, and expenses at 12%. An end of year transfer entry will be done to reconcile all transfers from UUT.

DISTRICT SALES TAX (MEASURE N)

Revenues 59% | Expenses 00%

District Sales Tax Funds are received in a monthly basis. Revenues are \$592,608. Revenues are received two months in arrears, therefore this number only reflects four months of revenue. Expenses are currently at 0% of budget. Staff anticipates projected expenses to be on target at end of year.

COPS GRANT

Revenues 57% | Expenses 0%

Cops grant reimbursement are processed once expenses are made. The expenses will be adjusted at year end.

GAS TAX

Revenues 44% | Expenses 93%

Highway User Tax (gas tax) revenues are received monthly. The 93% reflects payments made in the first quarter for the Merced Street Improvement debt service.

ARPA FUNDS

Revenues 100% | Expenses 10%

The budgeted first tranche of the American Rescue Plan Act (ARPA) funds has been received at 100% in revenues. Expenses budgeted for these funds include employee premium pay, Council Chambers AV modernization, and water meter upgrades.

LTF ART 3 & 8

Revenues 0% | Expenses 21%

LTF revenues are generated from Fresno County. Expenses include utilities, PG&E, and street sweeping.

MEASURE C

Revenues 78% | Expenses 0%

\$185,062 in monthly Measure C revenues have been received thus far. Budgeted expenses include ADA repairs and Paving projects to be completed by end of year.

SB1 RMRA FUNDS

Revenues 48% | Expenses 0%

SB1 revenues are received monthly from the State. Budgeted expenses include street paving projects to be completed by end of year.

AB1600 IMPACT FEES

Due to high volume of development activity in the City and the newly-adopted impact fees, the various AB1600 revenues are reflecting a range from 95% to 637% for the mid-year. Several budget amendments are proposed to adjust revenues to account for the increase development activity.

DEBT SERVICE FUNDS

The long-term debt report for the 1993-1 funds, Fire Station, and the Financing Authority are all showing expenses up to 93% for the mid-year. This is due to a significant debt service payment being made in September. These payments are made semiannually and thus skew the first quarter picture. Additionally, principal payments are paid in the fall and not in the spring. Revenues and expenses are projected to meet the budgeted amount at year end.

SUCCESSOR AGENCY

The RDA is responsible for the 2010 refunding bonds debt service. Two payments are made annually. Expenses are currently at 54% of budget.

BUDGET AMENDMENTS

As summarized in Attachment C, staff propose several mid-year budget amendments to align the expenditures and revenues to the budget. The following budget amendments are proposed:

GENERAL FUND

Revenues

Adjustments are needed to bring revenues and expenses to actual. Budgeted sales tax revenue needs to increase due to projected sales tax growth. Adjustments to Donations, Misc, P.O.S.T Reimbursement, Misc Refunds, and Other Reimbursements are needed to accommodate increased revenues.

Expenses

The fiscal year 2021-22 budget reflects the process of staff developing a City budget using unaudited data, operating fiscal year 2020-21 via continuing resolution, and the lack of sufficient information to have a true "base budget." Adjustments are needed to various categories across departments including supplies, janitorial maintenance, commissioners' wages, insurances, communications, one-time expenses related to computer support, and a change in utilities cost distribution.

SPECIAL FUNDS

Utility Users Tax

An adjustment to expenses is needed for unbudgeted bank fees.

CARES Act Fund

An adjustment to revenues and expenses is needed to bring the budgeted amounts to zero as the budget was already appropriated in the prior year.

Streets Project Fund

An adjustment is needed to record the ongoing Adams Phase 2 & 3 construction to be offset by expense that will be reimbursed to the City.

CDBG Fund

An adjustment is needed due to a one-time loan payoff in the revenue fund.

AB1600 Impact Fees Funds

Several adjustments to revenue funds are needed due to increased development activity.

Fire Station Fund

An adjustment is needed for expenses that will be reimbursed by the USDA.

ENTERPRISE FUNDS

Water Fund

An adjustment to budgeted revenues is needed due to increased development activity as well as an increase in budgeted expenses for small tools, supplies, and computer support for water operations.

Water Maintenance Fund

An adjustment to revenues is needed due to increased development activity.

TCP Fund

An adjustment is needed as interest income was not budgeted.

Attachments:

- A General Fund Summary
- B All Fund Summary
- C Resolution 2538 Budget Amendment

ATTACHMENT A

GENERAL FUND SUMMARY

<u>REVENUES</u>	BUDGET 2021-2022	REVENUES AS OF 12/31/2021	PERCENTAGE REVENUES 12/31/2021	MID-YEAR PROJECTED YEAR END	BUDGET VS PROJECTED
PROPERTY TAX	928,250	299,052	32%	928,250	0
PERMITS/LICENSES	677,200	477,999	71%	677,200	0
FINES & FEES	9,500	3,995	42%	11,500	2,000
USE OF MONEY & PROPERTY RENTAL	14,500	4,855	33%	14,500	0
VLF	807,700	0	0%	807,700	0
SALES TAX	1,600,000	608,382	38%	* 1,650,000	50,000
TRANSIENT OCCUPANCY TAX	150,000	40,636	27%	150,000	0
FRANCHISE FEES	387,200	59,651	15%	387,200	0
SERVICES FEES & OTHER	101,500	34,956	34%	104,050	2,550
GRANTS	203,800	7,471	4%	204,800	1,000
OTHER MISC/REIMB REVENUE	6,600	105,564	1599%	120,650	114,050
TRANSFER IN	722,887	0	0%	722,887	0
TOTAL REVENUES	\$5,609,137	\$1,642,561	29%	\$5,778,737	\$169,600

Note *Based on HDL estimates

<u>EXPENDITURES</u>	BUDGET 2021-2022	EXPENDITURES AS OF 12/31/2021	PERCENTAGE EXPENDITURES 12/31/2021	MID-YEAR PROJECTED YEAR END	BUDGET VS PROJECTED
CITY COUNCIL	44,380	13,771	31%	44,380	0
ADMINISTRATION	395,570	184,612	47%	410,570	15,000
CITY CLERK	85,122	25,081	29%	85,122	0
FINANCE	387,692	208,026	54%	388,692	1,000
CITY ATTORNEY	160,000	114,825	72%	160,000	0
GENERAL GOVERNMENT	268,296	249,133	93%	283,296	15,000
POLICE	2,103,049	924,333	44%	2,103,049	0
FIRE	223,058	84,867	38%	248,058	25,000
ANIMAL CONTROL	16,500	5,784	35%	16,500	0
PUBLIC WORKS-STREET	557,487	256,817	46%	597,487	40,000
PLANNING	547,298	147,973	27%	579,498	32,200
BUILDING	265,981	143,047	54%	342,181	76,200
PUBLIC WORKS-PARK MAINT	280,185	86,126	31%	314,185	34,000
RECREATION	115,190	70,758	61%	118,190	3,000
SENIOR CENTER	155,329	46,233	30%	155,329	0
TOTAL EXPENSES	\$5,605,137	\$2,561,385	46%	\$5,846,537	\$241,400

ATTACHMENT B

ALL FUND SUMMARY

	REVENUES					EXPENSES					MID YEAR PROJECTED REVENUES/ (EXPENSES)
	2021-2022 BUDGET	REVENUES AS OF 12/31/2021	PERCENT REC'S YTD	MID-YEAR PROJECTED YEAR END	BUDGET VS PROJECTED	2021-2022 BUDGET	EXPENSES AS OF 12/31/2021	PERCENT USED YTD	MID-YEAR PROJECTED YEAR END	BUDGET VS PROJECTED	
GENERAL FUND											
General Fund	\$5,609,137	\$1,642,561	29%	\$5,778,737	\$169,600	\$5,605,137	\$2,561,385	46%	\$5,846,537	241,400	\$ (71,800)
ENTERPRISE FUNDS											
Water Utility	1,543,600	707,152	46%	1,546,600	3,000	1,899,486	837,624	44%	1,904,486	5,000	(2,000)
Water Well Maintenance	0	112,512	0%	113,000	113,000	0	0	0%	0	0	113,000
Groundwater Recharge CID	0	0	0%	0	0	195,684	165,684	85%	195,684	0	0
TCP	0	915	0%	1,815	1,815	1,469,000	6,365	0%	1,469,000	0	1,815
Sub-total	\$1,543,600	\$820,579	53%	\$1,661,415	\$117,815	\$3,564,170	\$1,009,673	28%	\$ 3,569,170	\$ 5,000	\$ 112,815
SPECIAL REVENUE FUNDS											
Utility Users Tax	400,500	183,633	46%	400,500	0	329,325	38,111	12%	336,525	7,200	(7,200)
District Sales Tax	1,000,000	592,608	59%	1,000,000	0	662,562	0	0%	662,562	0	0
COPS Grant	125,000	71,285	57%	125,000	0	265,000	0	0%	265,000	0	0
Care Funding	79,688	0	0%	0	(79,688)	72,816	0	0%	0	(72,816)	(6,872)
Recycle Grant	5,000	0	0%	5,000	0	5,000	2,500	50%	5,000	0	0
Gas Tax	157,482	69,618	44%	157,482	0	97,600	90,400	93%	97,600	0	0
Streets Projects	0	348,504	0%	348,504	348,504	0	920,095	0%	920,095	920,095	(571,591)
ARPA Funding	812,156	812,156	100%	812,156	0	757,102	72,513	10%	757,102	0	0
LTF Article 3	16,000	0	0%	16,000	0	0	0	0%	0	0	0
LTF Article 8	665,300	0	0%	665,300	0	116,257	24,599	21%	116,257	0	0
Measure C	238,274	185,062	78%	238,424	150	635,000	0	0%	635,000	0	150
Road Maint & Rehab SB1	123,983	59,280	48%	123,983	0	0	0	0%	0	0	0
CDBG	65,000	238,802	367%	239,000	174,000	0	0	0%	0	0	174,000
AB1600 General Service	20,000	56,221	281%	60,000	40,000	0	740	0%	0	0	40,000
AB1600 Law Enforcement	65,000	68,116	105%	69,000	4,000	200,000	0	0%	200,000	0	4,000
AB1600 Fire	80,000	84,439	106%	85,000	5,000	68,000	0	0%	68,000	0	5,000
AB1600 Streets	80,000	75,696	95%	80,000	0	0	0	0%	0	0	0
AB1600 Parks	80,000	260,011	325%	260,000	180,000	68,000	0	0%	68,000	0	180,000
AB1600 Water	70,000	139,582	199%	140,000	70,000	0	0	0%	0	0	70,000
AB1600 Ground Wtr Rchrg	0	26,319	0%	30,000	30,000	0	0	0%	0	0	30,000
AB1600 Sewer	80,400	279,695	348%	280,400	200,000	0	0	0%	0	0	200,000
AB1600 Storm Drain	20,000	127,421	637%	128,000	108,000	0	0	0%	0	0	108,000
Fire Station Bldg	0	0	0%	35,000	35,000	0	0	0%	35,000	35,000	0
Caltrans SR 99/Manning	0	50	0%	150	150	0	0	0%	0	0	150
AB1600 99/Merced Signalization	60	0	0%	0	(60)	0	0	0%	0	0	(60)
Sub-total	\$4,183,843	\$3,678,500	6%	\$4,685,349	\$1,115,056	\$3,276,662	\$1,148,958	35%	\$4,166,141	\$889,479	\$ 225,577
DEBT SERVICE FUNDS											
Assesmt Dist 1993-R Debt Svc	25,044	23,106	92%	25,044	0	25,044	23,106	92%	\$25,044	\$0	0
Assesmt Dist 1993-1 Hospital Bdg Lease	18,000	16,800	93%	18,000	0	18,000	16,800	93%	\$18,000	\$0	0
Assesmt Dist 1993-1 Merced Rehab	97,600	90,400	93%	97,600	0	97,600	90,400	93%	\$97,600	\$0	0
Fire Station Debt Svc	50,000	33,773	68%	50,025	25	50,000	33,749	67%	\$50,000	\$0	25
Assesmt Dist 1994-R Debt Svc	154,340	0	0%	154,340	0	154,340	133,999	87%	\$154,340	\$0	0
Sub-total	\$344,984	\$164,079	48%	\$345,009	\$25	\$344,984	\$298,055	86%	\$344,984	\$0	\$ 25
SUCCESSOR AGENCY FUND											
Successor Agency 2000 RDA Loan	137,250	0	0%	137,250	0	193,835	104,080	54%	193,835	\$0	0
Sub-total	\$137,250	0	0%	137,250	0	\$193,835	\$104,080	54%	\$193,835	\$0	\$0
FINANCE AUTHORITY FUND											
Public Financing Authority (PFA)	392,234	0	0%	392,234	0	392,096	1,956	0%	\$392,096	\$0	0
Sub-total	\$392,234	0	0%	\$392,234	\$0	\$392,096	\$1,956	0%	\$392,096	\$0	\$0



**REQUEST FOR BUDGET AMENDMENT
Resolution 2538**

Requested by: Margarita Moreno		Budget Amounts	
Account Numbers:	Fund Name Description	Increase	Decrease
Revenues			
100-3202	GENERAL FUND COURT FINES	\$ 2,000	
100-3402	GENERAL FUND SALES TAX	\$ 50,000	
100-3518	BAD CHECK PROCESSING FEE	\$ 50	
100-3528	GENERAL PLAN UPDATE FEES	\$ 1,500	
100-3609	SENIOR LUNCH PROGRAM	\$ 1,000	
100-3640	GRANT REVENUE	\$ 1,000	
100-3701	GENERAL FUND DONATIONS	\$ 2,000	
100-3706	GENERAL FUND MISC REVENUES	\$ 30,000	
100-3707	GENERAL FUND POST REIMBURSEMENTS	\$ 1,000	
100-3708	GENERAL FUND MISC REFUNDS	\$ 80,000	
100-3709	GENERAL FUND-OTHER REIMBURSEMENTS	\$ 1,000	
100-3711	GENERAL FUND-CASH OVER/SHORT	\$ 50	
208-3650	CARES FUNDING		\$ 79,688
211-3650	STREET PROJECTS	\$ 348,504	
230-3301	MEASURE C-INTEREST INCOME	\$ 150	
250-3650	CDBG FUNDING	\$ 174,000	
329-3301	DEBT SVC FIRE STATION INTEREST INCOME	\$ 25	
500-3706	WATER-MISC REVENUES	\$ 3,000	
501-3522	WATER WELL MAINTENANCE-WATER SUPPLY WELLS	\$ 113,000	
503-3301	TCP INTEREST INCOME	\$ 1,815	
710-3810	AB1600 GENERAL SERVICES DEV FEES	\$ 40,000	
720-3820	AB1600 LAW ENFORCEMENT FEES	\$ 4,000	
730-3830	AB1600 FIRE-FIRE PROC DEVELOPMENT FEE	\$ 5,000	
750-3850	AB1600 PARKS-DEVELOPMENT FEES	\$ 180,000	
760-3840	AB1600 WATER-STREETS DEVELOPMENT FEES	\$ 70,000	
765-3895	AB1600 GROUND WATER DEVELOPMENT FEES	\$ 30,000	
770-3870	AB1600 SEWER DEVELOPMENT FEES	\$ 200,000	
780-3880	AB1600 STORM DRAIN DEVELOPMENT FEES	\$ 108,000	
790-3650	FIRE STATION-PROGRAM INCOME	\$ 35,000	
795-3301	CALTRANS SR 99/MANNING INTEREST INCOME	\$ 150	
799-3301	99/MERCED SIGNALIZATION		\$ 60

Expenses			
6020-5084	ADMINISTRATION-HEALTH INS	\$	11,500
6020-5100	ADMINISTRATION-OFFICE SUPPLIES	\$	1,500
6020-5121	ADMINISTRATION-SUPPLIES	\$	2,000
6030-5020	FINANCE-SALARIES PARTTIME	\$	1,000
6080-5170	GENERAL GOVERNMENT-UTILITIES	\$	15,000
6130-5087	FIRE-W/C INSURANCE	\$	5,000
6130-5121	FIRE-SPECIAL DEPT EXPENSE	\$	2,000
6130-5170	FIRE-UTILITIES	\$	15,000
6130-5190	FIRE-STRUCTURAL MAINTENANCE	\$	2,000
6130-5310	FIRE-MEDICAL/LABS	\$	1,000
6150-5020	PLANNING-PARTTIME	\$	1,500
6150-5082	PLANNING-CALPERS	\$	8,200
6150-5160	PLANNING COMMUNICATIONS	\$	300
6150-5170	PLANNING-UTILITIES	\$	3,000
6150-5182	PLANNING-EQUIP RENT/LEASES	\$	3,000
6150-5230	PLANNING-COMPUTER SUPPORT	\$	16,000
6150-5250	PLANNING-MEMBERSHIP/DUES	\$	200
6160-5100	BUILDING-OFFICE EXPENSE	\$	2,000
6160-5140	BUILDING-ADVERTISING PROMOTIONS	\$	200
6160-5182	BUILDING-EQUIP RENT/LEASES	\$	3,500
6160-5220	BUILDING-PROFESSIONAL SERVICES	\$	65,000
6160-5230	BUILDING-COMPUTER SUPPORT SERVICES	\$	5,000
6160-5250	BUILDING-MEMBERSHIP/DUES	\$	500
6200-5170	STREET MAINTENANCE-UTILITIES	\$	27,000
6200-5202	STREET MAINTENANCE-STREET MAINT	\$	13,000
6260-5170	PARK MAINTENANCE-UTILITIES	\$	32,000
6260-5200	PARK MAINTENANCE-EQUIP MAINTENANCE	\$	2,000
6400-5030	RECREATION-SALARIES OVERTIME	\$	2,000
6400-5182	RECREATION-EQUIP RENT/LEASES	\$	1,000
2000-5220	UUT-PROFESSIONAL SERVICES	\$	7,200
2080-5220	COVID-19 EXPENSES		\$ 72,816
2110-5708	STREET PROJECTS	\$	920,095
5000-5176	WATER-PERMITS FEES	\$	2,000
5000-5230	WATER-COMPUTER SUPPORT SERVICES	\$	3,000
7900-5715	FIRE STATION-EQUIP	\$	35,000

Reason(s) for Budget Amendment:

To align expenses and revenues to mid-year FY 2021/22 budget, staff request budget amendments to the following funds:

General Fund Revenues: Adjustments for projected year-end to actual:

- Fines & Fees, \$2,000: Increased court fines.
- Sales Tax, \$50,000: Projected sales tax increase by HdL.
- Services Fees & Others, \$50: Bad check processing fee revenues.
- General Plan Update fees, \$1,500: Additional funding due to increased development activity.
- Senior Lunch Program, \$1,000: Adjust to actual unbudgeted revenues.
- Grant Revenue, \$1,000: Adjust to actual one-time unbudgeted PG&E reimbursement.
- Other Misc/Reimb Revenue, \$114,050: Several adjustments to increase revenues for monies received for Employee Appreciation dinner, restitution, and one-time other donations.

General Fund Expenses: Adjustments for projected year-end actual:

- Administration, \$11,500: Unbudgeted health expense, \$3,500: one-time expenses.
- Finance, \$1,000: Unbudgeted part-time work in finance and Admin.
- General Government, \$15,000: Adjustment needed for restructuring of Utilities.
- Fire, \$5,000: Adjustment needed for unbudgeted worker comp, \$15,000: increase cost of utilities, \$3,000: increase cost to supplies/medical lab, \$2,000: increase expense of \$2,000 for structural maintenance for a one-time emergency bay door repair.
- Planning several adjustments reflect increased expenses due to developing a true base budget to be offset by increased development activity, \$8,200: Adjust to actual unbudgeted CalPERS expense, and \$1,500: commissioners wages, \$3,000: increase cost in utilities, \$3,000: increase cost of copier lease, \$500: several one-time cost in communication/dues, \$16,000: increase one-time expense for computer support.
- Building also developing a true base budget several adjustments for one-time expenses. \$2,700: in office expenses, advertising, and dues. \$65,000: Increase expense to professional services to be offset by increase revenue due to increase development activity. \$3,500: increase in expenses for copiers leases, \$5,000: one-time cost increase for computer support.
- Street Maintenance, \$27,000: increase cost to utilities, \$13,000: truck route signage.
- Park Maintenance, \$32,000: increase cost in utilities, \$2,000: adjustment to unbudgeted overtime, \$2,000: increase in equip maintenance one time expenses.
- Recreation, \$2,000: to adjust overtime to actual, \$1,000: increase in expenses for copiers leases.

Special Revenue Funds: Adjustments for projected year-end to actual:

- Utility Users Tax Fund, \$7,200: unbudgeted bank fees to adjust to actual.
- Cares Fund due to appropriated budget already in prior year, \$79,688: to adjust revenues to zero, \$72,816: to adjust expenses to zero.
- Street Projects Fund, \$348,504: to adjust to actual revenues for reimbursements of expense of Adams reconstruction, \$920,095: to record on going expenses for Adams reconstruction Phase 2 & 3.
- Measure C Fund, \$150: adjust to actual unbudgeted interest income revenue.
- CDBG Fund, \$174,000: to adjust to actual a one time payment CDBG loan payoff.
- TCP Fund, \$1,815: Adjust to actual unbudgeted interest income revenue.
- AB1600 Impact Fees to adjust to actual several impact fees revenues due to increase housing development activity, \$40,000: General Services, \$4,000: Law Enforcement, \$5,000: Fire, \$180,000: Parks, \$70,000: Water, \$30,000: Ground Water Recharge, \$200,000: Sewer, \$108,000: Storm Drain, and \$60: 99/Merced to an adjust to zero out interest income.
- Fire Station/Equip, \$35,000: to bring revenue and expenses to actual for the remaining equipment to the fire station to be offset by reimbursement by USDA Loan.
- CalTrans SR/99 Fnd, \$150: to adjust to actual unbudgeted interest income revenue.
- Debt Svc Fire Station Fund, \$25: to adjust to actual unbudgeted interest income revenue.

Enterprise Funds: Adjustments for projected year-end to actual :

- Water Fund, \$3,000: increase in revenues due to increase water usage in water construction, \$2,000: increase expenses in permits to be offset by revenues, \$3,000: increase one-time expense to computer support services.
- Water Maintenance Fund, \$113,000: adjust revenues to actual due to increase development activity.

Finance Director _____

Signature

Date

City Manager _____

Signature

Date

City Council: Approved Resolution # _____ Denied _____

Journal Entry No. _____ Date Posted _____ By: _____

RESOLUTION NO. 2538

**A RESOLUTION OF THE COUNCIL OF THE CITY OF FOWLER
APPROVING AND ADOPTING BUDGET AMENDMENTS FOR VARIOUS FUNDS FOR
FISCAL YEAR 2021/2022**

WHEREAS, the FY 2021/2022 Annual Budget reflects the City of Fowler's ongoing commitment to providing core services; and

WHEREAS, the FY 2021/2022 Annual Budget was approved by the City Council on June 15, 2021, by Resolution 2504, and any subsequent amendments must be approved by Resolution; and

WHEREAS, a budget amendment is necessary to align the expected revenues and expected expenses.

WHEREAS, the budget amendment attached hereto as Attachment C specifies the various proposed budget amendments for various funds.

NOW, THEREFORE, BE IT RESOLVED, the Fowler City Council hereby resolves that the FY 2021/2022 budget be amended as described in Attachment C hereto to provide the necessary funding to various funds.

PASSED, APPROVED AND ADOPTED this 1st day of February 2022, at a regular meeting of the Fowler City Council by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

APPROVED:

David Cardenas, Mayor

ATTEST:

Angela Vasquez, Deputy City Clerk



FOWLER CITY COUNCIL

ITEM NO: 8-Bi

REPORT TO THE CITY COUNCIL

February 1, 2022

FROM Thomas W. Gaffery IV, Community Development Director

SUBJECT

APPROVE a contract with Dewberry Architects, Inc. in the amount of \$530,376 for police department, community center, and training center design and planning services; authorize the City Manager to negotiate and execute agreement.

RECOMMENDATION

Staff recommend City Council approve a contract with Dewberry Architects, Inc. in the amount of \$530,376 for police department, community center, and training center design and planning services; authorize the City Manager to negotiate and execute agreement.

BACKGROUND

The City solicited a request for qualifications for firms to provide police department, community center, and training center design and planning services. Several firms engaged and expressed interest and ultimately two proposals were received. During the review process the second proposer removed themselves from process due to other workload commitments. Staff conducted an interview and site visit with Dewberry Architect, Inc., and engaged in follow-up negotiations. Based on performance during the process and experience with similar projects, staff determined the firm to be experienced and well-qualified to perform the scope of work.

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)).

FISCAL IMPACT

The fiscal year 2021-22 budget included a \$200,000 appropriation from Measure N funds, and a \$200,000 appropriation from Police Impact Fees. The remainder of the scope will be included in the fiscal year 2022-23 budget proposal.

Attachments

- Draft Contract

**CITY OF FOWLER
PROFESSIONAL SERVICES AGREEMENT**

This Professional Services Agreement ("Agreement") is entered into between the City of Fowler, a California general law city ("City") and Dewberry Architects Inc. ("Consultant") with respect to the following recitals, which are a substantive part of this Agreement. This Agreement shall be effective on February 1, 2022 ("Effective Date").

RECITALS

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

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

AGREEMENT

- 1. Scope of Services. Consultant shall perform the Services described in the Recitals and detailed in **Exhibit A**. Changes in the scope of Services, including the work performed and/or deliverables produced, shall be made in writing and particularly describe the changes in Services, including payment/costs and schedule/term, as applicable.
- 2. Priority and Conflicts; Exclusions. If the terms and requirements of this Agreement conflict with **Exhibit A**, this Agreement shall control. No contractual terms and/or conditions found in **Exhibit A** shall purport to waive, disclaim, or limit Consultant's liability, indemnification obligations, warranties, damages for breach or delay, or any security, bonding, or insurance requirements, and any such provisions shall have no force or effect with respect to this Agreement and the Services performed by Consultant.
- 3. Term of Agreement; Commencement of Services; Schedule. Consultant shall begin performing the Services upon notice from the City on or after the Effective Date, unless otherwise instructed by City, and continue with the Services until June 30, 2024 ("Completion Date"). This Agreement may be terminated prior to the Completion Date pursuant to Section 17 herein.
- 4. Payment for Services. City shall pay Consultant for the Services performed pursuant to this Agreement on a "time-and-materials" basis according to rate(s) set forth in **Exhibit A**. The total amount paid by City to Consultant for the Services shall not exceed five hundred thirty thousand, three hundred seventy-six dollars (\$530,376).

The foregoing is inclusive of all labor, equipment, materials, costs and expenses, taxes, and overhead. City shall pay Consultant for Services satisfactorily performed pursuant to this Agreement. Consultant shall submit monthly invoices to City containing detailed billing information regarding the Services provided and unless otherwise specified in **Exhibit A**, City shall tender payment to Consultant within thirty (30) days after receipt

of invoice.

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

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

7. [Reserved]

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

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

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

11. Ownership and Inspection of Documents. Upon payment in full of all amounts due to Consultant by the City, all data, tests, reports, analyses, documents, records, conclusions, opinions, recommendations and other work product generated by or produced for Consultant or its subcontractors in connection with the Services, regardless of the medium, including physical drawings and materials recorded on computer discs or other electronic devices ("Work Product"), shall be and remain the property of City. City shall have the right to use, copy, modify, and reuse the Work Product for the Project as it sees fit. Upon City's request, Consultant shall make available for inspection and copying all such Work Product and all Work Product shall be turned over to City promptly at City's request or upon termination of this Agreement, whichever occurs first.

Consultant shall not release any Work Product to third parties without prior written approval of City. This obligation shall survive termination of this Agreement and shall survive for four (4) years from the date of expiration or termination of this Agreement. Any reuse, modification, or derivative work prepared by a third party to the Work Product shall be done at City's sole risk and without any liability to Consultant.

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

13. [Reserved]

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

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

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

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

a. Termination by City: For Convenience. City may at its discretion terminate this Agreement for convenience and without cause upon ten (10) days prior written notice to Consultant. Upon receipt of a termination notice pursuant to this subsection, Consultant shall promptly discontinue all Services affected, unless the notice directs otherwise.

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

c. Compensation to Consultant Upon Termination. Consultant shall be paid compensation for Services satisfactorily performed prior to service of the written notice of termination. As to any phase partially performed but for which the applicable portion of Consultant's compensation has not become due, Consultant shall be paid the reasonable value of its Services provided. However, in no event shall such payment when added to any other payment due under the applicable part of the work exceed the total compensation of such part as specified Section 4. In the event of termination due to Consultant's failure to perform in accordance

with the terms of this Agreement through no fault of City, City may withhold an amount that would otherwise be payable as an offset to City's damages caused by such failure.

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

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

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

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

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

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

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

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

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

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

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

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

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

25. [Reserved]

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

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

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

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

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

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

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

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

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

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

35. Prevailing Wages; Apprenticeship. When the Services constitute a public work under the Labor Code, the Services shall be performed in accordance with the provisions of Section 1770 et seq. of the Labor Code of the State of California, and all other applicable provisions concerning public works projects, which are hereby incorporated by reference and made a part hereof. Consultant shall be responsible for the payment of prevailing wages in accordance with State and Federal law, if applicable. Consultant shall further be responsible for ensuring any subcontractors comply with any requirements for the payment of prevailing wages in accordance with State and Federal law, if applicable. Consultant shall comply with all requirements and obligations relating to apprentices, apprenticeships, and/or apprenticeable crafts or trades, as applicable, including but not limited to Labor Code section 1775.5. Consultant shall register with the Department of Industrial Relations, if required.

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

CONSULTANT

CITY OF FOWLER

By: _____
[]
[]

By: _____
Wilma Quan
City Manager

Date: _____

Date: _____

Party Identification and Contact Information:

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

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

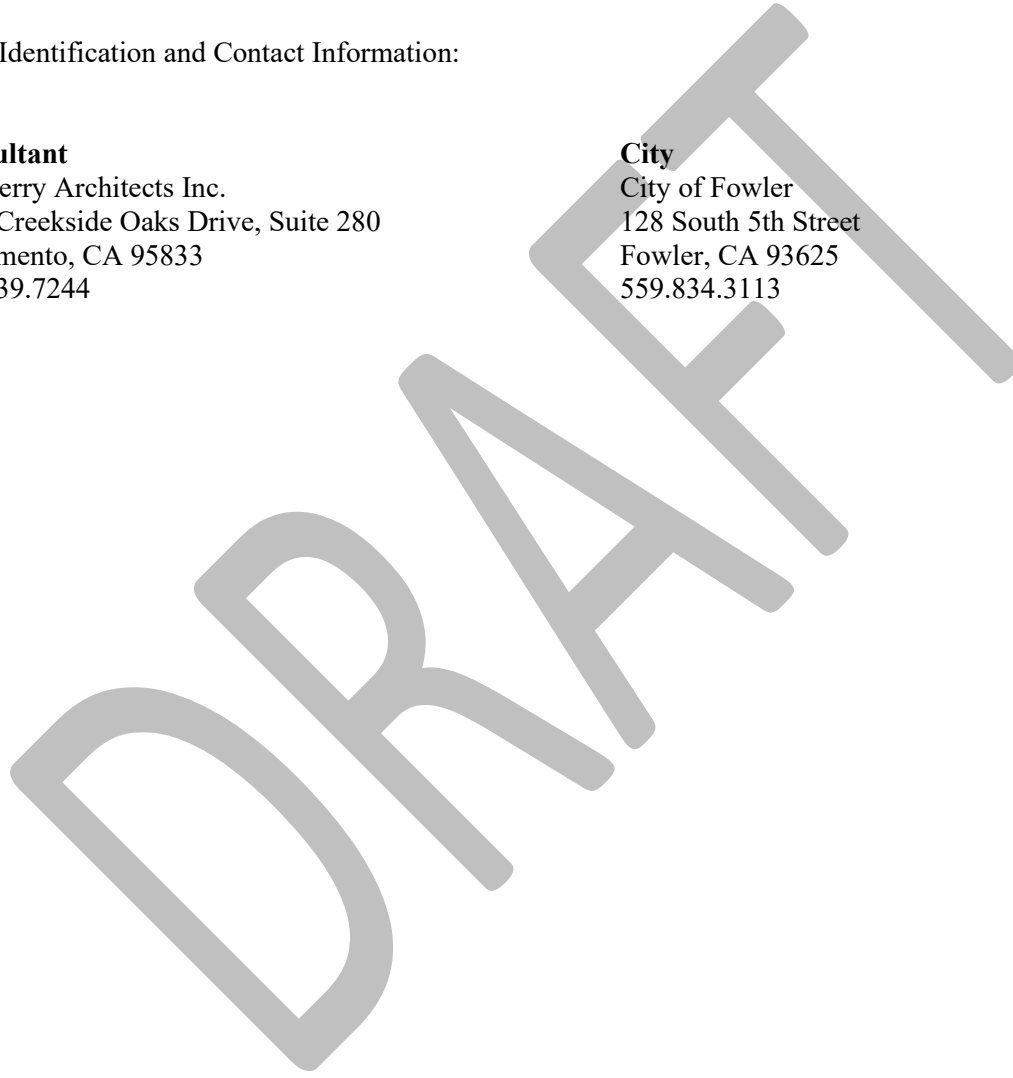


EXHIBIT A

Scope of Services

DRAFT

EXHIBIT B

Insurance Requirements

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

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

(i) Professional Liability Insurance (Errors and Omissions) in an amount not less than \$1,000,000.00 per occurrence or claim and \$1,000,000 in the aggregate. Said insurance shall be maintained for an additional period of five years following the earlier of completion of Consultant's Services under this Agreement or termination of this Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

December 20, 2021

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

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

Dear Mr. Gaffery,

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

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

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

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

Regards,
Dewberry Architects Inc.

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

Will Oren, AIA,
Senior Project Architect

Cc:

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

Milestone Project and Anticipated Billing Schedule

Please refer to the attached detailed schedule.

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



Fowler Police Headquarters Estimated Work Plan and Fee 2021.11.03		PROGRAM, ARCHITECTURE, DESIGN						STRUCTURE				CIVIL								MECH / PLUMB				ELECTRICAL				COST ESTIMATING		
		Dewberry Architects						Crosby Group				Provost & Pritchard								Lawrence Engineering Group				Rose Sing & Eastman				OCMI		
		Principal	Project Manager	Planner / Designer	Project Architect	DDC	Community Engagement	Principal	Project Manager	Project Engineer	BIM Designer	McNeely	Hughes	TeWelde	2 man Survey Preval	Williamson	Heidorf	Wilson	HAZMAT Testing	Principal	Mechanical Engineer	Drafting	Construction Administration	Principal Engineer	Electrical Engineer	Project Manager	CAD Technician	Cost Manager	Senior Estimator	Estimator
\$280	\$210	\$110	\$145		attached	\$328	\$222	\$185	\$163	\$190	\$133	\$113	\$285	\$119	\$174	\$130		\$195	\$145	\$85	\$105	\$190	\$165	\$115	\$95	\$190	\$175	\$145		
Phase	hourly rate	Hrs	Hrs	Hrs	Hrs	Hrs	Hrs	Hrs	Hrs	Hrs	Hrs	Hrs	Hrs	Hrs	Hrs	Hrs	Hrs	Hrs	Hrs	Hrs	Hrs	Hrs	Hrs	Hrs	Hrs	Hrs	Hrs	Hrs	Hrs	
Task Description																														
1 PHASE I - NEEDS ASSESSMENT, PROGRAM, CONCEPT DESIGN																														
Project Initiation	Kick-off meeting and preparation	4	8	8	8																									
	Develop project critical success factors	0	1	1	0																									
	Develop project schedule & communications matrix		2	0																										
	Collect and review owner supplied documents		2	4	8			1	2																					
	Existing facility assessment (field observation)		0	0	8				6																					
	Hazardous Material Testing: Coordinate and perform materials testing in the existing facility to identify hazardous materials and recommend remediation		2																											
	Exist facility assessment report (code review, physical limitations and opportunities)		4	4	4			1	4			4	24																	
	Space Needs Survey - prepare, distribute, collect data, and review/compile data		4	8	8																									
	Prepare initial program draft based on survey data	1	4	8	8																									
	Meeting: Conduct meetings with department leaders to review program (virtual)	2	4	4	4								2																	
	Draft Space Needs Program: Update program data based on meeting information	2	4	8	2																									
	Meeting: Conduct meetings with department leaders to review updated program (virtual)	2	4	4	4								2																	
	Final Space Needs Program: Update program data based on meeting information	1	4	8	8																									
	Develop conceptual design options based on Space Needs Program information	2	8	16	16		1	1	6	4																				
	Workshop #1: Conduct interactive workshop with department leaders to review design concept options and develop potential alternatives	8	8	8	0								4																	
	Update concept design options based on workshop feedback		4	8	8			1	1			2	8																	
	Workshop #2: Conduct workshop with department leaders to review updated concepts and identify the strongest solution to advance (virtual)	2	4	6								4																		
	Update design concept based on workshop feedback		4	8	8			1	1																					
	Distribute final concept design to departmental leaders for review and comment to finalize the concept design		2	2																										
	Workshop #3: Community Engagement Workshop, informational and outreach.	8	8	8																										
	Update design concept based on workshop feedback	0	4	12	16			1	1																					
	Distribute final concept design to departmental leaders for review and comment to finalize the concept design			16	8																									
	Cost Estimate: Develop initial budgetary cost estimate based on program space needs report		2						1			1	3														1	30	0	
	Deliverable: Space Needs Report and Concept Design		8	20	24			3	1			2	6																	
	subtotal																													
	Hour: 560		32	95	161	142	-	-	1	3	25	8	7	47	8	0	0	0	0	0	0	0	0	0	0	0	1	30	0	
	Fee: \$ 120,694.00		\$ 8,960	\$ 19,950	\$ 17,710	\$ 20,590	\$ 1,200	\$ 23,436	\$ 328	\$ 666	\$ 4,625	\$ 1,304	\$ 1,330	\$ 6,251	\$ 904	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 8,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 190	\$ 5,250	\$ -	
2 PHASE II - DESIGN																														
Design	Develop Design from Schematic through Construction Documents along with cost estimates, City comment and approval, and Community Development Department document review and approval																													
	Schematic Design Phase: includes regular client meetings, internal design team meetings	8	16	12	16			1	2												4	8								
	Deliverable: Site Plan, Floor Plans, Elevations, Building Sections, Typical Wall Elevations, Building Systems Narratives, and Outline Specifications	4	24	60	60			1	14	16					8						2	12	8		4	12	12	12		
	City Comment, Approval, and Design Team Responses		2	4	8	8		1	2	1											2	8	2			2	4			
	Meeting: Conduct a preliminary design review meeting of the schematic design documents with Community Development Department	4	8		8				2												6					2				
	Cost Estimate: Update budgetary cost estimate based on Schematic Design Phase	2	2	0	4				1												6				1	4	4	2	40	
	Design Development Phase (50% Documents): includes regular client meetings, internal design team meetings	8	12	12	12			1	4						30	38					6	12				4				
	Deliverable: Site Plan, Floor Plans, Elevations, Building Sections, Typical Wall Elevations, details, Building Systems initial layouts, and preliminary Specifications	4	12	64	64		1	1	24	32											6	24	24		8	16	40	40		
	City Comment, Approval, and Design Team Responses		2	4	0	8			1	3	1										4	12	8			2	4	4		
	Cost Estimate: Update budgetary cost estimate based on program space needs report	2	2						2												4	6			1	4	4	2	30	
	Prelim. Construction Documents Phase (75% Documents): includes regular client meetings, internal design team meetings	2	8	24	40			1	3												10	16				4				
	Deliverable: Preliminary Construction Documents, Building Systems detailed layouts, and draft Specifications	2	24	60	80			1	32	48											6	32	48		10	20	40	40		
	City Comment, Approval, and Design Team Responses		2	8	12	12			1	4	2										4	12	8			8	8			
	Cost Estimate: Update budgetary cost estimate based on program space needs report		2						2												8				2	4	4	2	20	
	Final Construction Documents Phase (100% Documents): includes regular client meetings, internal design team meetings	8	24	60	80			1	4												6	12				4				
	Deliverable: Final Construction Documents and Project Specifications	8	8	12	24		1	1	16	24											2	24	24		10	30	50	50		

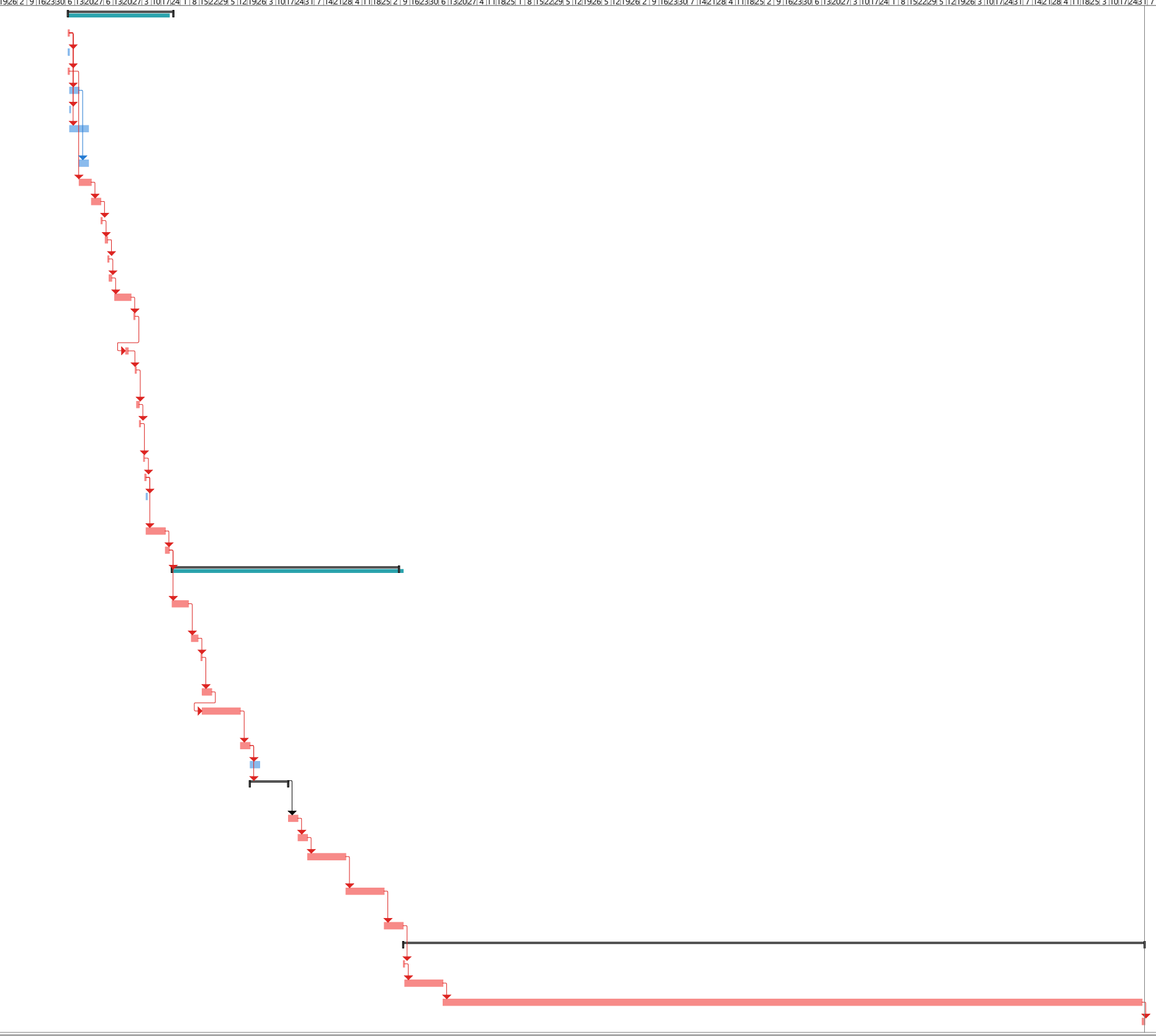


	Professional IV, To Be Determined	Professional III, To Be Determined	Professional III, To Be Determined		EXPENSES	SUBT
	\$160.00	\$148.00	\$148.00			
4.1 Prepare Project Marketing Materials for Outreach	0	0	0		\$0.00	\$ -
4.2 Coordinate and Facilitate Farmers Market Booth and Pop-Up Events	0	0	0		\$0.00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



Mon 12/20/21

ID	Task Mode	Task Name	Duration	Start	Finish
1		Phase I - Assessment, Programming, Concept Design	11 wks	Tue 2/8/22	Mon 4/25/22
2		Kick-off meeting and preparation	1 day	Tue 2/8/22	Tue 2/8/22
3		Develop project critical success factors	1 day	Tue 2/8/22	Tue 2/8/22
4		Develop project schedule & communications matrix	1 day	Tue 2/8/22	Tue 2/8/22
5		Collect and review owner supplied documents	5 days	Wed 2/9/22	Tue 2/15/22
6		Existing facility assessment (field observation)	1 day	Wed 2/9/22	Wed 2/9/22
7		Hazardous Material Testing: Coordinate and perform materials testing in the existing facility to identify hazardous materials and recommend remediation	10 days	Wed 2/9/22	Tue 2/22/22
8		Exist facility assessment report (code review, physical limitations and opportunities)	5 days	Wed 2/16/22	Tue 2/22/22
9		Space Needs Survey - prepare, distribute, collect data, and review/compile data	7 days	Wed 2/16/22	Thu 2/24/22
10		Prepare initial program draft based on survey data	5 days	Fri 2/25/22	Thu 3/3/22
11		Meeting: Conduct meetings with department leaders to review program (virtual)	1 day	Fri 3/4/22	Fri 3/4/22
12		Draft Space Needs Program: Update program data based on meeting information	2 days	Mon 3/7/22	Tue 3/8/22
13		Meeting: Conduct meetings with deparment leaders to review updated program (virtual)	1 day	Wed 3/9/22	Wed 3/9/22
14		Final Space Needs Program: Update program data based on meeting information	2 days	Thu 3/10/22	Fri 3/11/22
15		Develop conceptual design options based on Space Needs Program information	10 days	Mon 3/14/22	Fri 3/25/22
16		Workshop #1: Conduct interactive workshop with department leaders to review design concept options and develop potential alternatives	1 day	Mon 3/28/22	Mon 3/28/22
17		Update concept design options based on workshop feedback	2 days	Tue 3/22/22	Wed 3/23/22
18		Workshop #2: Conduct workshop with department leaders to review updated concepts and identify the strongest solution to advance (virtual)	1 day	Tue 3/29/22	Tue 3/29/22
19		Update design concept based on workshop feedback	2 days	Wed 3/30/22	Thu 3/31/22
20		Distribute final concept design to departmental leaders for review and comment to finalize the concept design	1 day	Fri 4/1/22	Fri 4/1/22
21		Workshop #3: Community Engagement Workshop, informational and outreach.	1 day	Mon 4/4/22	Mon 4/4/22
22		Update design concept based on workshop feedback	1 day	Tue 4/5/22	Tue 4/5/22
23		Distribute final concept design to departmental leaders for review and comment to finalize the concept design	1 day	Wed 4/6/22	Wed 4/6/22
24		Cost Estimate: Develop initial budgetary cost estimate based on program space needs report	10 days	Wed 4/6/22	Tue 4/19/22
25		Deliverable: Space Needs Report and Concept Design Options	3 days	Wed 4/20/22	Fri 4/22/22
26		Phase II - Schematic Design Phase: includes regular client meetings, internal design team meetings	24 wks	Mon 4/25/22	Fri 10/7/22
27		Deliverable: Site Plan, Floor Plans, Elevations, Building Sections, Typical Wall Elevations, Building Systems Narratives, and Outline Specifications	10 days	Mon 4/25/22	Fri 5/6/22
28		City Comment, Approval, and Design Team Responses	5 days	Mon 5/9/22	Fri 5/13/22
29		Meeting: Conduct a preliminary design review meeting of the schematic design documents with Community Development Department	1 day	Mon 5/16/22	Mon 5/16/22
30		Cost Estimate: Update budgetary cost estimate based on Schematic Design Phase	5 days	Tue 5/17/22	Mon 5/23/22
31		Design Development Phase (50% Documents): includes regular client meetings, internal design team meetings	20 days	Tue 5/17/22	Mon 6/13/22
32		Cost Estimate: Update budgetary cost estimate based on program space needs report	5 days	Tue 6/14/22	Mon 6/20/22
33		City Comment, Approval, and Design Team Responses	5 days	Tue 6/21/22	Mon 6/27/22
34		Prelim. Construction Documents Phase (75% Documents): includes regular client meetings, internal design team meetings	20 days	Tue 6/21/22	Mon 7/18/22
36		City Comment, Approval, and Design Team Responses	5 days	Tue 7/19/22	Mon 7/25/22
37		Cost Estimate: Update budgetary cost estimate based on program space needs report	5 days	Tue 7/26/22	Mon 8/1/22
38		Final Construction Documents Phase (100% Documents): includes regular client meetings, internal design team meetings	20 days	Tue 8/2/22	Mon 8/29/22
39		Plan Review: Issue construction documents to Community Development Department for review and approval and design team response to review comments	20 days	Tue 8/30/22	Mon 9/26/22
40		Cost Estimate: Final budgetary cost estimate based on FINAL CDs	10 days	Tue 9/27/22	Mon 10/10/22
41		Phase III - Bidding, PreCon, Construction Administration	388 days	Tue 10/11/22	Thu 4/4/24
42		Attend Pre-Bid Meeting	1 day	Tue 10/11/22	Tue 10/11/22
43		Review and respond to RFI's and develop addendum	20 days	Wed 10/12/22	Tue 11/8/22
44		Review submittals and shop drawings for conformance with the contract documents	365 days	Wed 11/9/22	Tue 4/2/24
45		Punchlist, Punchwalk	2 days	Wed 4/3/24	Thu 4/4/24



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

Task	Summary	Inactive Milestone	Duration-only	Start-only	External Milestone	Critical Split
Split	Project Summary	Inactive Summary	Manual Summary Rollup	Finish-only	Deadline	Progress
Milestone	Inactive Task	Manual Task	Manual Summary	External Tasks	Critical	Manual Progress

RFQ - CONSULTING SERVICES

CITY OF FOWLER

Police Headquarters

SEPTEMBER 24, 2021





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

September 24, 2021

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

Re: Statement of Qualification for City of Fowler Police Headquarters

Dear Mr. Gaffery and the Selection Committee,

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

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

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

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

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

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

Sincerely,

A handwritten signature in black ink that reads "Larry J. Hlavacek".

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

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SECTION 1: Introductory Letter



FIRM INTRODUCTION



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

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



Sacramento Office Dedicated to Public Clients

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

National Public Safety Practice

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

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

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

FIRM

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

PRIMARY CONTACT

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

PROVIDING SIMILAR SERVICES

65 Years

PRESENT NAME

10 Years

FORMER NAMES

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

OTHER SERVICES

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

LEGAL STRUCTURE

S Corporation

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

Owners of the parent company are:

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

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

Specialized Experience

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

EXPERIENCE WORKING WITH MUNICIPALITIES

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

PLANNING STUDIES

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

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

IN-HOUSE SECURITY AND TECHNOLOGY DESIGNERS

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

THOUGHT LEADERSHIP

NATIONAL LEADERS IN PUBLIC SAFETY PLANNING AND DESIGN

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

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

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



2019 IACP Police Facility Planning Workshop hosted by Dewberry

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

SECTION 2: Project & Team Experience



PROJECT & TEAM EXPERIENCE

Gilroy Annex Building Renovation GILROY, CALIFORNIA

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

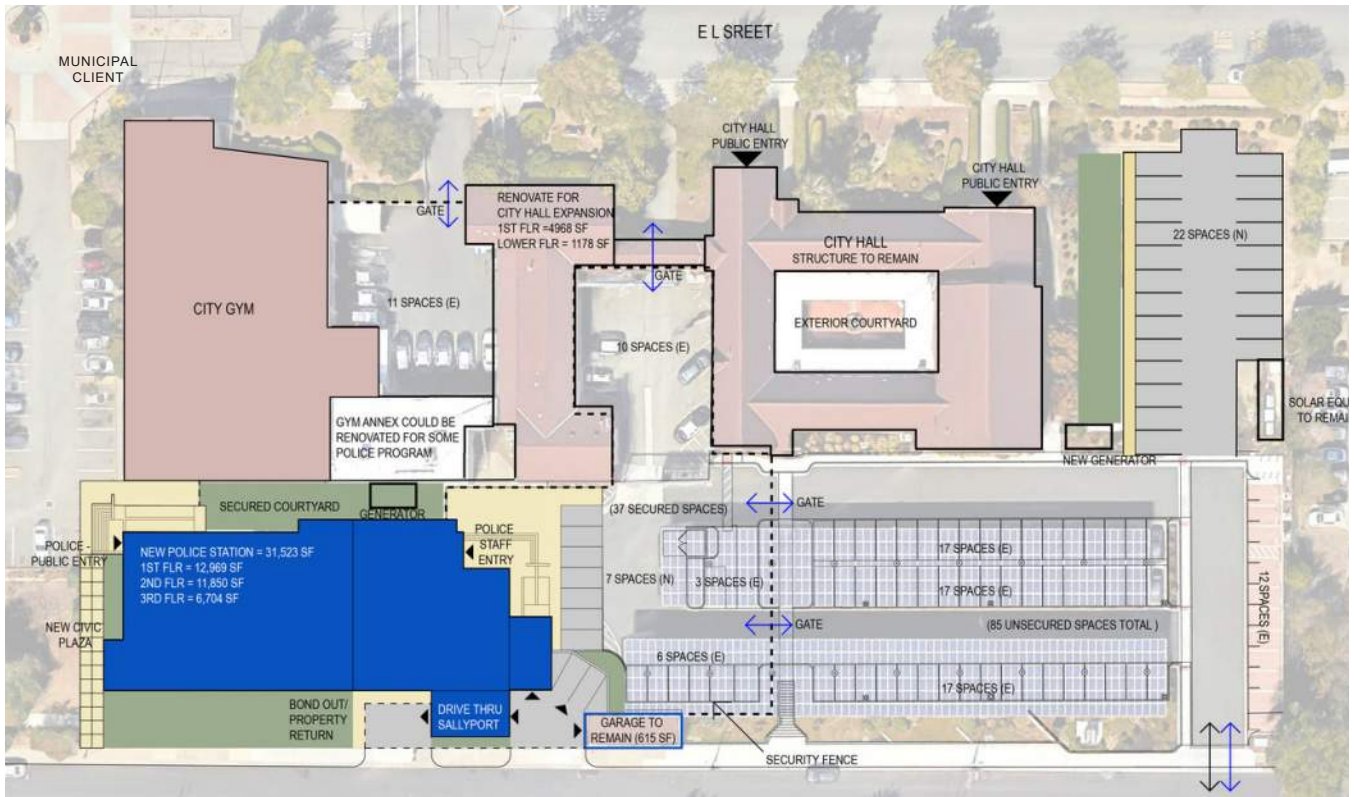
The project includes remodel of the 7,400 SF west wing of the building. The renovated portion will consist of a public lobby/permit counter and hallway, waiting area, working offices and/or cubicles to accommodate up to 50 personnel, two conference rooms, storage rooms, staff lounge/kitchenette, separate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

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

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

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





Benicia Police Department Building Needs Assessment

BENICIA, CALIFORNIA

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

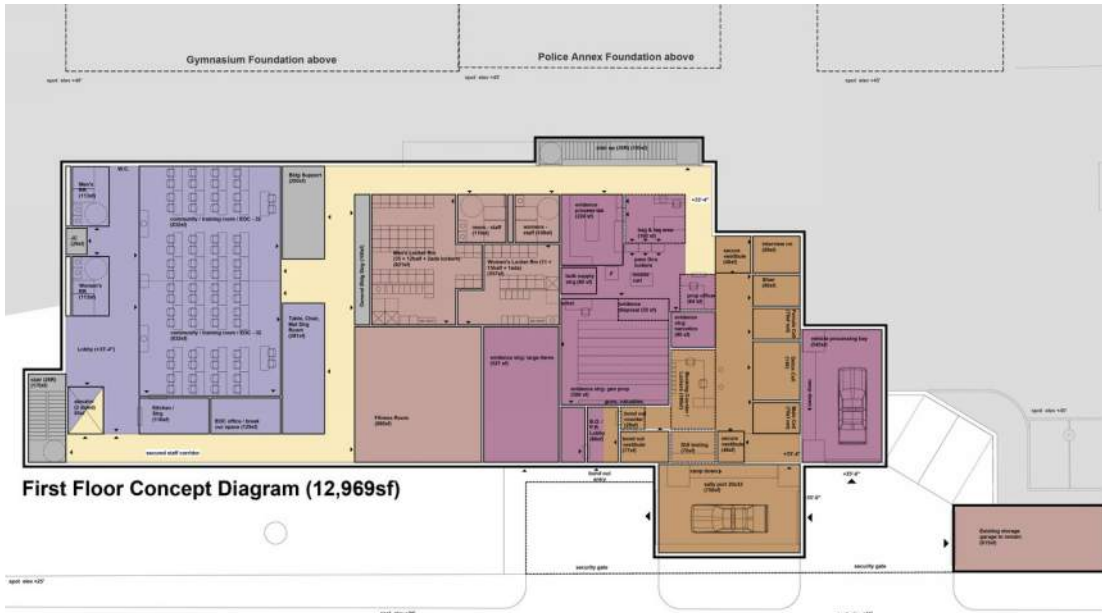
Dewberry performed a needs assessment on the current Police Department building and facility to help decide the best decision moving forward. Specifically, improvement to the existing building, addition to the existing building, construction of an entirely new facility, or other options that may best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

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

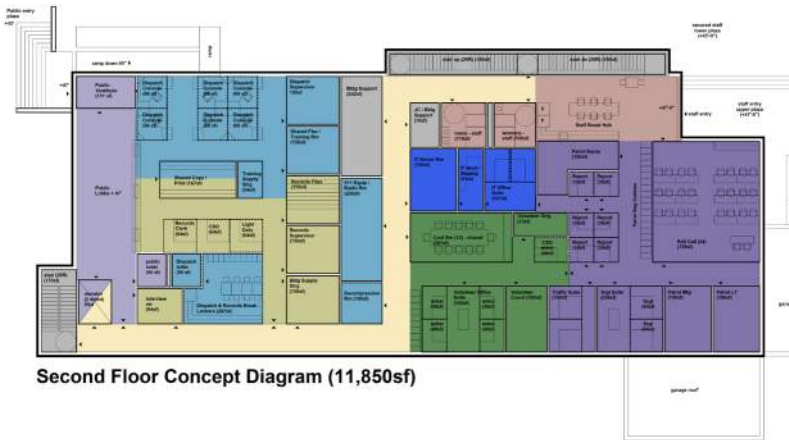
- **CLIENT**
Benicia Police Department
- **COMPLETION**
2019
- **FIRM ROLE**
Prime firm providing planning and architecture



Benicia Police Department Study - continued



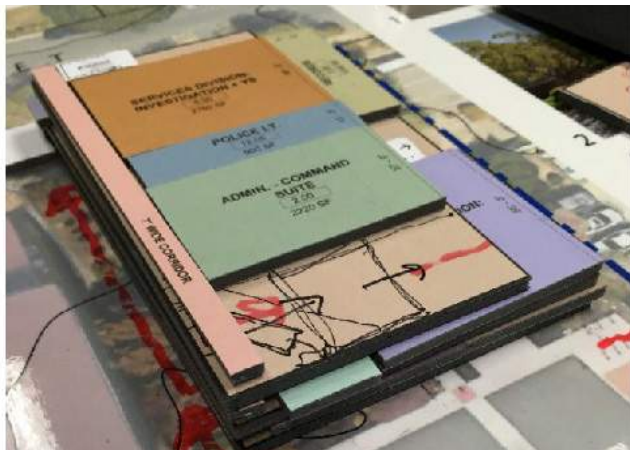
First Floor Concept Diagram (12,969sf)



Second Floor Concept Diagram (11,850sf)



Third Floor Concept Diagram (6704sf)



Adjacency Department Block Exercise





Garden Grove Police Department Infrastructure Space Needs Assessment

GARDEN GROVE, CALIFORNIA

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

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

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

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



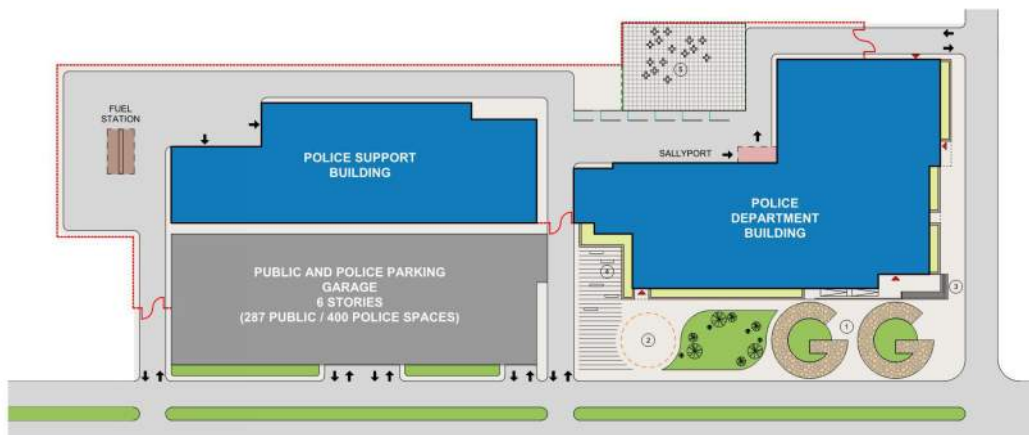
Overall First Floor Concept Plan



Design Workshop with Multiple City Departments



Renovation + Addition of Existing Facility Conceptual Plan





Bakersfield Police Department Space Needs Assessment Study

BAKERSFIELD, CALIFORNIA

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

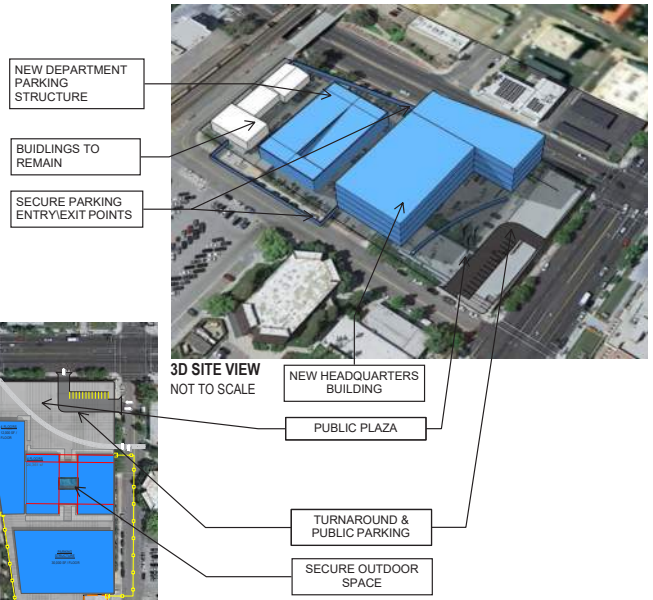
To enhance public safety services for the community, the BPD has a goal of adding 100 new sworn officers by the end of 2022, along with adding significant non-sworn staff, vehicles and equipment. To assist the Department in planning for this growth, Dewberry is providing a space needs assessment and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

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

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



PROJECT PHASING DIAGRAM
 NOT TO SCALE



REGIONAL TRAINING CENTER - 105 TOTAL ACRES



Stanislaus County Public Safety Center Expansion

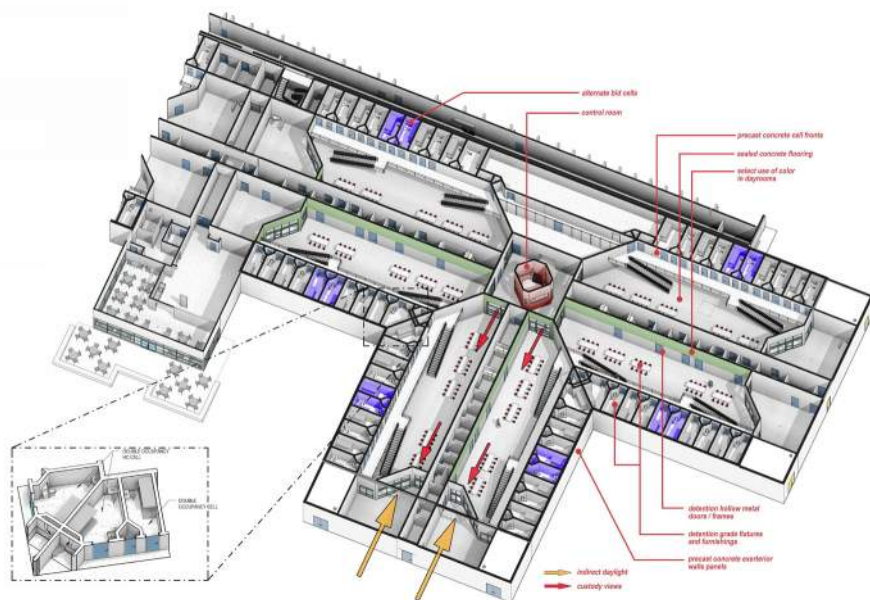
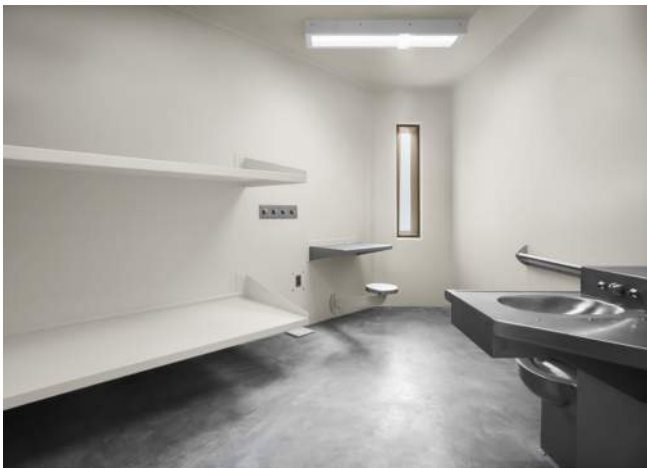
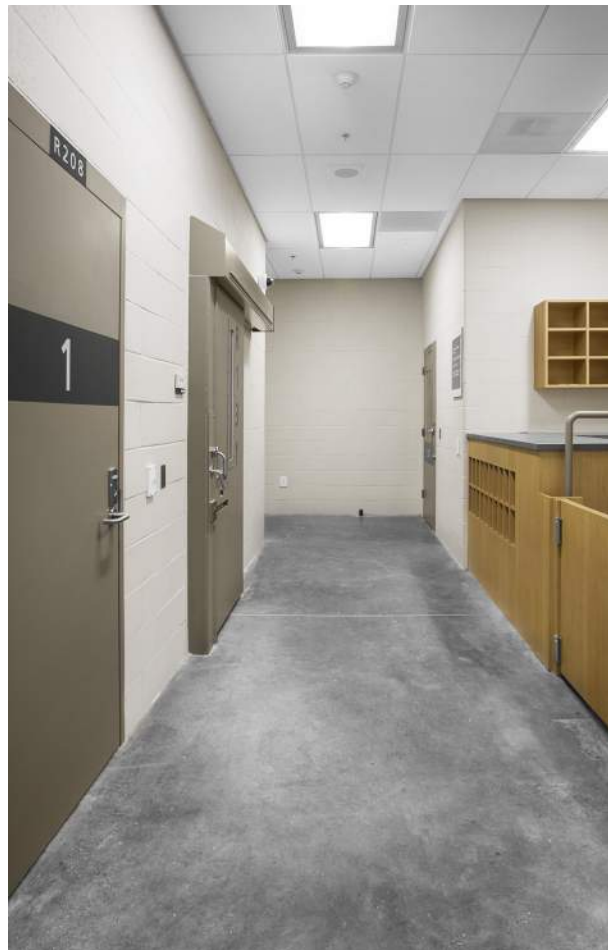
MODESTO, CALIFORNIA

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

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

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

Stanislaus County Public Safety Center - continued





East Dundee Police Station Building Needs Assessment + Adaptive Reuse Design

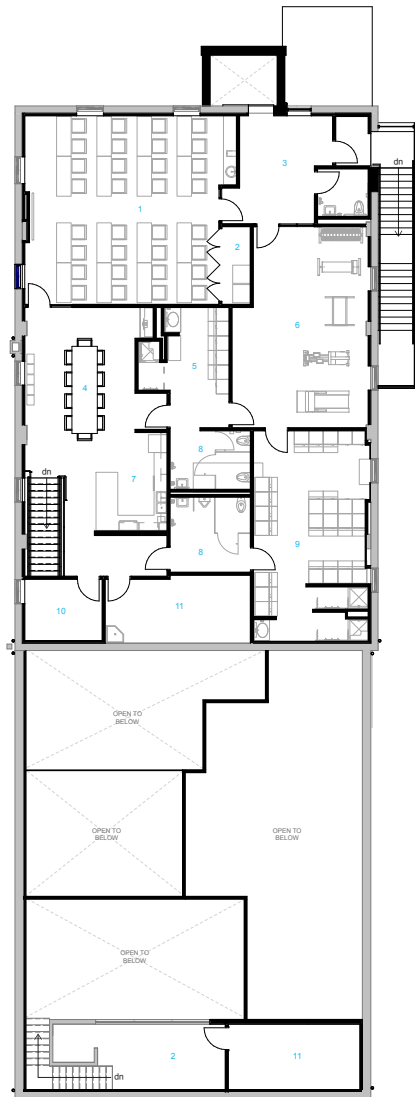
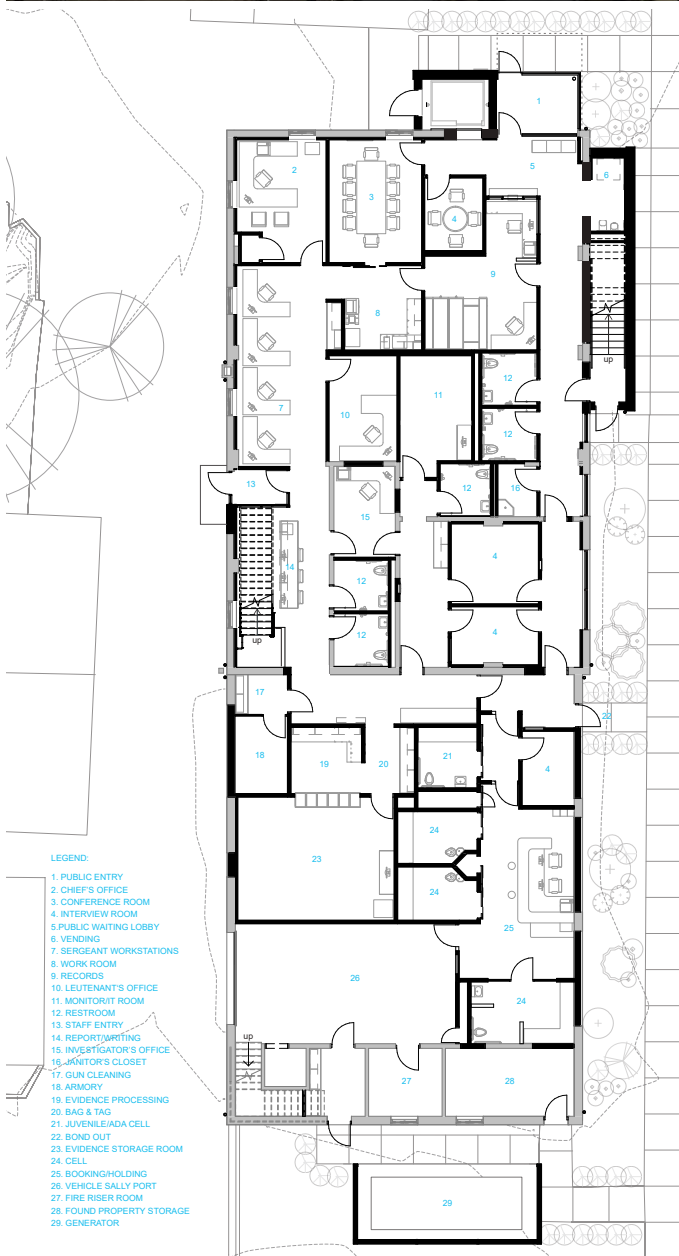
EAST DUNDEE, ILLINOIS

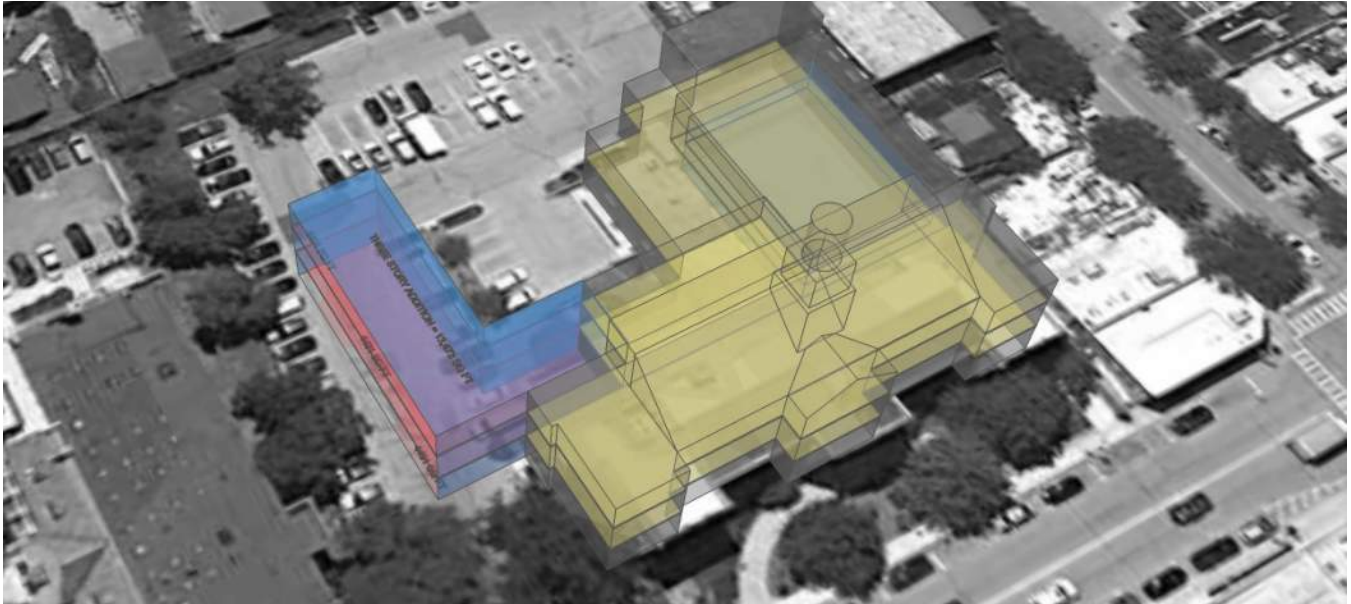
Since 2008, Dewberry has worked with the Village of East Dundee to assist in the analysis of multiple sites and facilities for their future police and village hall. After Dewberry performed detailed examinations of three sites with the Village's priorities driving the study, two were discarded due to negative impact to the neighborhood, limited expansion options, brownfield site conditions, demolition costs, and higher new construction costs. The final site was chosen due to its adjacency to the Village Hall, its downtown location, and its lower renovation costs. The chosen site was the Village's recently abandoned fire station.

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

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

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





Glen Ellyn Police Department Study and Implementation

GLEN ELLYN, ILLINOIS

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

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

Space Needs Study

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

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

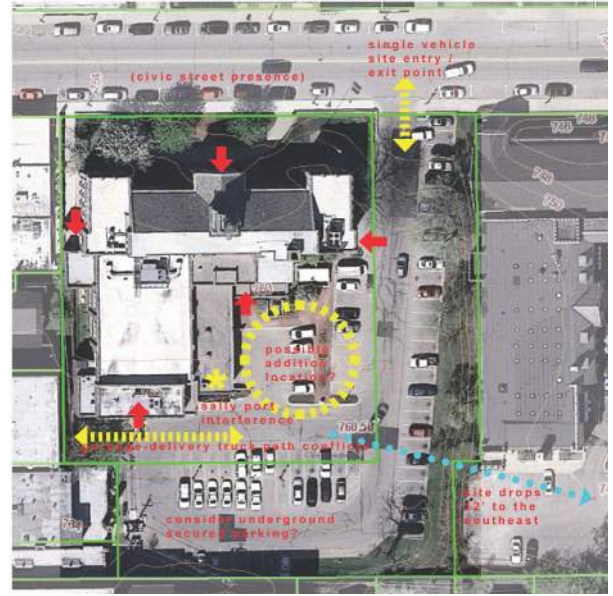
- **CLIENT**
Village of Glen Ellyn
- **COMPLETION**
2014 - studies
2017 - construction
- **COST** \$13.5M
- **FIRM ROLE**
Prime architect providing planning, architecture, interiors, MEP, technology, structural, civil



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

Glen Ellyn Police Department Study - continued

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



Design Implementation

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

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



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



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





Countryside City Hall and Police Headquarters

CITY OF COUNTRYSIDE, IL

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

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

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

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

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



Public Entry

Countryside City Hall and Police Headquarters - continued



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



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

ADDITIONAL EXPERIENCE



Tolleson Police and Municipal Court
Tolleson, AZ

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



South Pasadena Municipal Building
Study South Pasadena, CA

Prime firm providing space needs study and conceptual design



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

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



Aliso Viejo Sheriff's Station Remodel
Aliso Viejo, CA

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



Vienna Police Station
Vienna, VA

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



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

Prototype and design implementation of three police substations.



Hillsborough Public Safety Operations Complex
Tampa, FL

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



Lubbock Police East Substation
Lubbock, TX

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



Venice Public Safety Building
Venice, FL

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



City of Killeen Police Headquarters · Killeen, TX

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



Romeoville Village Hall and Police Headquarters Romeoville, IL

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



Jack Evans Police Headquarters Dallas, TX

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



Facility Needs Assessment Study Weatherford, TX

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



Space Needs Study and Master Plan Victoria, TX

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



DeKalb Police Headquarters DeKalb, IL

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



Town of Gilbert Public Safety Building · Gilbert, AZ

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



City of Alexandria Police Headquarters · Alexandria, VA

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



Glendale Public Safety Building Glendale, AZ

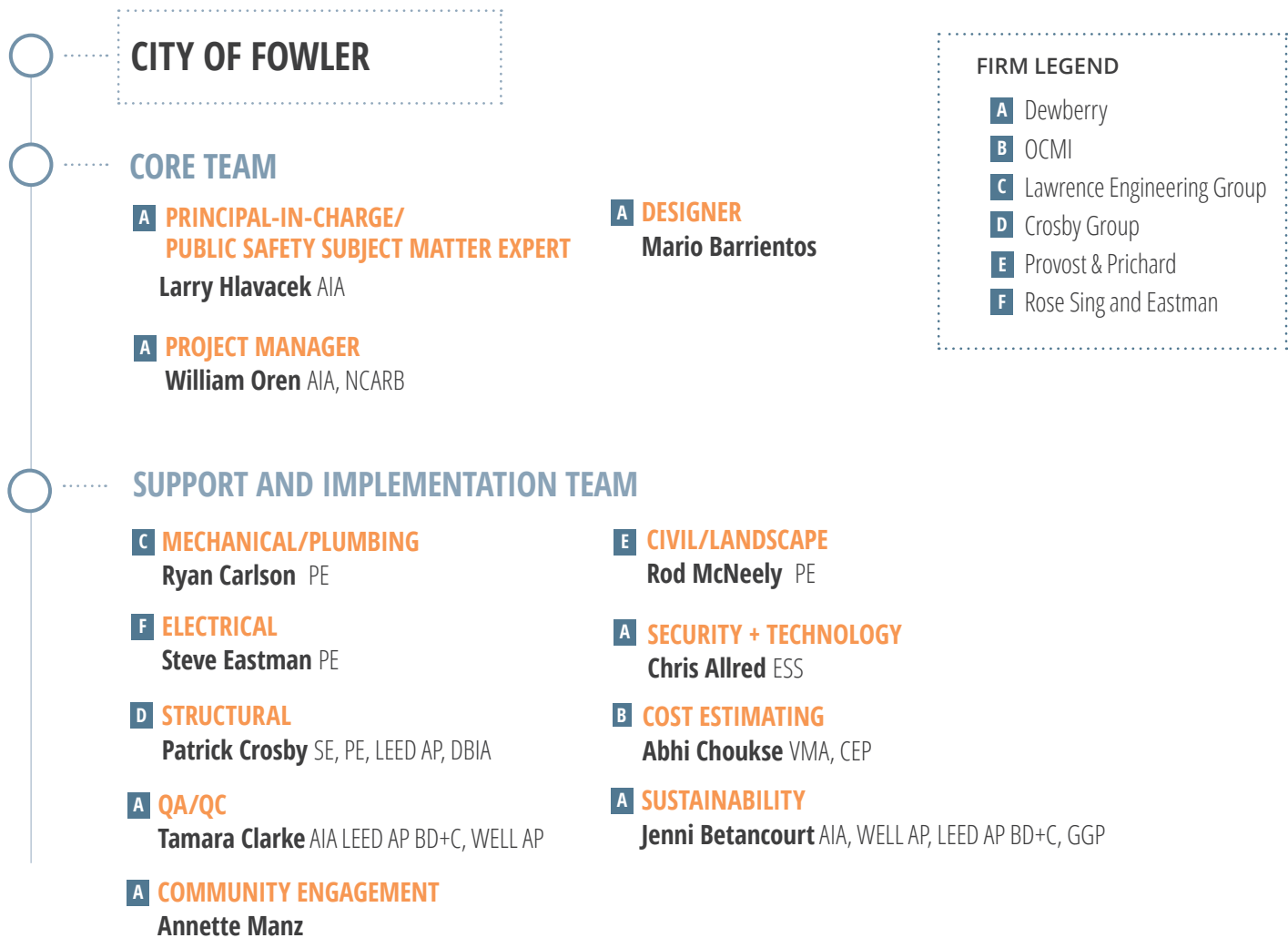
A new combination Police and Fire Facility located on seven acres of an 88-acre master planned multi-purpose site.



A Team Focused on Your Project

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

TEAM ORGANIZATION



PROPOSED SUBCONSULTANTS

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

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



COST ESTIMATING

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

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

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

PUBLIC SAFETY EXPERIENCE

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

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

MECHANICAL AND PLUMBING ENGINEERING

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

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

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

PROJECT EXPERIENCE

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

ELECTRICAL ENGINEERING

Rose • Sing & Associates, Inc.



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

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

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

PROJECT EXPERIENCE

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



CIVIL ENGINEERING

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

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

PROJECT EXPERIENCE

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



STRUCTURAL ENGINEERING

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

PROJECT EXPERIENCE

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

RESUMES



Larry Hlavacek AIA

PRINCIPAL-IN-CHARGE/PUBLIC SAFETY SUBJECT MATTER EXPERT

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

EDUCATION

MS Architecture, University of Illinois
 BS Architecture, University of Illinois

YEARS OF EXPERIENCE

Dewberry • 11
 Prior • 17

REGISTRATIONS

Registered Architect: IL, FL

AFFILIATIONS

American Institute of Architects
 International Association of Chiefs of Police (IACP)

PUBLICATIONS + PRESENTATIONS

Workshop Presenter, "Planning-Designing-Construction of Police Facilities, IACP, 2021
 Author, "Pandemic Design Considerations for Police Facilities" Blog, 2020
 Co-Speaker: "Future Ready Design for Law Enforcement: The City of DeKalb Police Headquarters"; AIA Academy of Architecture for Justice Fall 2015 Conference
 Speaker, "Protecting Those Who Protect: How Your Police Station Can Keep Officers Safe", Midwest Security & Police Conference, 2015

PERCENTAGE OF TIME ON THIS PROJECT: 20%

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

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

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

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

Oswego Police Headquarters and Training Facility, IL*.

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

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

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

ADDITIONAL EXPERIENCE:

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



William Oren AIA, NCARB

PROJECT MANAGER

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



● **EDUCATION**

Master of Architecture,
University of California,
Berkeley

AB, Psychology Environment,
Harvard University

● **REGISTRATIONS**

Registered Architect • CA
NCARB

● **YEARS OF EXPERIENCE**

Dewberry • Since 2019
Prior • 12

● **AFFILIATIONS**

American Institute of Architects

● **PERCENTAGE OF TIME ON THIS PROJECT: 40%**

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

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

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

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

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

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

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

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

*with Prior Firm(s)



- **EDUCATION**

BS Architecture, California
Polytechnic State University

- **YEARS OF EXPERIENCE**

Dewberry • Since 2018

Mario Barrientos

DESIGNER

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

EXPERIENCE WITHIN LAST THREE YEARS:

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

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

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

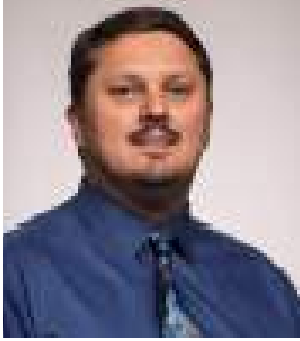
Orange County Sheriff's Department Headquarters Remodel, Santa Ana, CA. Renovation of mens and womens locker rooms at OCSD's headquarters to improve accessibility.

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

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

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

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



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

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



● **EDUCATION**

BSME, Energy Emphasis,
 California State University,
 Fresno

● **REGISTRATIONS**

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

● **YEARS OF EXPERIENCE**

24

● **AFFILIATIONS**

American Society of Heating, Refrigerating, and Air Conditioning Engineers (ASHRAE)
 Member, Two Time Past President San Joaquin Chapter, Board of Governor, Region X Chapters Regional Conference Chairman
 Department of Mechanical Engineering Advisory Council
 Past Chair Department of Mechanical Engineering Advisory Council
 American Council of Engineering Companies (ACEC) – Past President, San Joaquin Chapter
 American Society of Plumbing Engineers (ASPE), Member

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

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



Rose • Sing & Associates, Inc.



Steve Eastman, PE

ELECTRICAL ENGINEER

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

EDUCATION

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

REGISTRATIONS

PE: CA

YEARS OF EXPERIENCE

20+ years

AFFILIATIONS

Illuminating Engineering
Society of North America,
National Fire Protection
Agency

PERCENTAGE OF TIME ON THIS PROJECT: 30%

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



Patrick Crosby SE, LEED AP, DBIA
STRUCTURAL ENGINEER

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



- **EDUCATION**
 BS Civil Engineering, Santa Clara University

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

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

 National Board Member, Design Build Institute of America

 Structural Engineers Association of Northern California

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

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

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

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

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

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



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

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



- **EDUCATION**
BS Design/Architectural Studies • Arizona State University
- **REGISTRATION**
Registered Architect: CA, AZ
LEED Accredited Professional
WELL Accredited Professional
- **YEARS OF EXPERIENCE**
Dewberry • 1
Prior • 32
- **AFFILIATIONS**
American Institute of Architects
California State Sheriff's Association
American Jail Association
American Correctional Association
- **PUBLICATIONS + PRESENTATIONS**
Contributor, "California Building Code (CBC I-# Interpretive Manual)" in partnership with the Office of the State Fire Marshal, 2018
Speaker, "Creating Futures through Owner Involvement", Corrections Summit, Sept 2018
Speaker, "Sustainable Design in Corrections" Corrections Summit West, Nov 2013
- **PERCENTAGE OF TIME ON THIS PROJECT:** 20%

EXPERIENCE WITHIN LAST THREE YEARS:

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

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

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

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

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

ADDITIONAL EXPERIENCE:

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

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

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

**with Prior Firm(s)*



- **EDUCATION**

B.S. Civil Engineering,
California State University,
Fresno

- **REGISTRATIONS**

Civil Engineer: CA

- **AFFILIATIONS**

American Society of Civil
Engineers (ASCE)

American Public Works
Association, President of
Central California Chapter-
Kern Branch

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

Rod McNeely PE

CIVIL ENGINEER

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

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

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

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

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

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



Chris Allred ESS **SECURITY AND TECHNOLOGY DESIGNER**

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

EXPERIENCE WITHIN LAST THREE YEARS:

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

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

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

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

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

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

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

ADDITIONAL EXPERIENCE:

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



● **EDUCATION**

Associates Degree, CAD
Technology, ITT Technical
Institute

● **YEARS OF EXPERIENCE**

Dewberry • Since 2012
Prior • 11

● **AFFILIATIONS**

Building Industry Consulting
Services International

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



Abhi Choukse VMA, CEP
ESTIMATING MANAGER

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

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

● **EDUCATION**

- M.S. Construction Management , Michigan State University
- B.E. Civil Engineering
- S.S. College of Engineering and Technology, India

● **YEARS OF EXPERIENCE**

6 Years

● **CERTIFICATIONS**

- Value Methodology Associate
- SAVE
- Certified Estimating Professional
- AACEI

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

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



- EDUCATION**
 BA • Architecture •
 University of Arizona
- REGISTRATIONS**
 RID • IL
 RA • IL, MI, CO
 LEED AP BD+C
 WELL AP
- YEARS OF EXPERIENCE**
 Dewberry • 13
 Prior • 6
- AFFILIATIONS**
 National Council of
 Architectural Registration
 Boards (NCARB)
 American Institute of
 Architects (AIA)
 U.S. Green Building Council
 (USGBC)
 Green Business Certification
 Inc. (GBCI)
- PERCENTAGE OF TIME ON
 THIS PROJECT:** 25%

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

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

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

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

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

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

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

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

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



Annette Manz
COMMUNITY ENGAGEMENT SPECIALIST

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

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

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

- **EDUCATION**
 BS Business (Business Administration and Marketing concentrations); Communication Minor - California State University - Sacramento (1988)
 Western Association of Chamber Executives 2012 & 2013
- **YEARS WITH DEWBERRY | DRAKE HAGLAN**
 3 Years
- **AFFILIATIONS**
 APWA Sacramento Chapter Member
 Folsom Chamber of Commerce, Board Member - 2009 to 2015
 Folsom Chamber of Commerce Member
 Folsom Historic District Member
 Sacramento Metro Chamber
 Folsom Leadership Program Graduate 2014

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

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

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

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

SECTION 3: References



REFERENCES

BAKERSFIELD POLICE DEPARTMENT

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

GARDEN GROVE POLICE DEPARTMENT

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

BENICIA POLICE DEPARTMENT

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

STANISLAUS COUNTY, CA

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

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

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

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

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

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

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

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

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

SECTION 4: Contract Terminations



CONTRACT TERMINATIONS

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



SECTION 5: Project Understanding



PROJECT UNDERSTANDING

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



PROJECT APPROACH

PROJECT INITIATION WORKSHOP

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

Review of Existing Documentation

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

Facility Condition Assessment

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

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



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

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

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

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

Space Needs Assessment

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

TASK 1: 35% SCHEMATIC DESIGN

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

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

It is our intention that this process will include two

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

Balancing Schematic Design Concepts and Estimated Cost

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

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

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

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

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

TASK 2: 65% DESIGN DEVELOPMENT

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

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

TASK 3: 90% CONSTRUCTION DOCUMENTS

Phasing of Construction & Utilization

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

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

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

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

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





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

TASK 4: 100% CONSTRUCTION DOCUMENTS

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

TASK 5: BID SUPPORT SERVICES

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

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

TASK 6: CONSTRUCTION SUPPORT SERVICES

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

TASK 7: POST CONSTRUCTION SERVICES

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

Community Involvement

Prepare Project Marketing Materials for Community Involvement

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

Deliverable: Project Specific Marketing Materials and Social Media Content

Coordinate and Facilitate Farmers Market Booth and Pop-Up Events

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

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

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

MetroQuest Survey: Project Introduction to Community

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

Deliverable: MetroQuest Survey – Project Introduction

Story Map: Demonstrate Project Need and Next Steps

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

contextual information.

Deliverable: Story Map platform for greater level of detail

MetroQuest Survey: Project Update and Deeper Dive

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

Deliverable: MetroQuest Survey – Project Update and Deeper Dive

Community Open House and Stakeholder Involvement Meetings

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

Deliverable: Community Open House Stakeholder Involvement Meetings

Develop and Maintain Project Website

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

Deliverable: Project Specific Website Set Up and Maintenance

Pandemic Planning Considerations

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



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

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



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

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



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

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



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

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



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

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

Dewberry is a Sustainability Leader

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

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

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

- 5** LEED PLATINUM PROJECTS
- 105** LEED GOLD, SILVER, CERTIFIED PROJECTS
- 167** LEED ACCREDITED PROFESSIONALS FIRM-WIDE

**U.S. GREEN BUILDING COUNCIL GOLD MEMBER STATUS
AIA 2030 CHALLENGE SIGNATORY
DEWBERRY MINIMUM SUSTAINABILITY STANDARDS**

MUNICIPAL COMPLEX DESIGNED FOR NET ZERO ENERGY



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

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





FOWLER CITY COUNCIL

ITEM NO: 8-Bii

REPORT TO THE CITY COUNCIL

February 1, 2022

FROM Dawn E. Marple, City Planner

SUBJECT

CONSIDER naming of the park in Tract 6188

RECOMMENDATION

Staff recommend the City Council name the new park within Tract 6188 the "Shirakawa Park".

BACKGROUND

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

Tract 6188 (Kb Home) is located on the northeast corner of North Armstrong and East Adams Avenues. As part of their development conditions Tract 6188 was to develop a 1.4 acre park site within the subdivision. Pursuant to the newly adopted ordinance staff received a request to name the park site within Tract 6188 to honor the Shirakawa family.

Tokio and Kikue Shirakawa, owned approximately 40 acres of farmland in the relative location of Tract 6188. The Shirakawa family farmed the land starting in the 1930s and farmed the land for many decades. They raised seven children in Fowler and all of their children graduated from Fowler High, except for one who was educated in Japan. It was noted the Shirakawa family not only farmed but also founded the Central California Farmer's Co-op on Main Street (now occupied by United Health Centers), and was instrumental in organizing the Central California Fruit Growers Inc. In 1965, Tokio and Kikue Shirakawa were selected as the Honored Old Timers at the Fowler Fall Festival. The Shirakawa family eventually sold their farm in the 1990s to the Bedrosian family.

To remember the Shirakawa family, their contributions to Fowler, and the to memorialized the history of the community, staff recommend naming of the park within "Shirakawa Park".

ENVIRONMENTAL REVIEW

The naming of parks does not constitute a “project” pursuant to the California Environmental Quality Act.

FISCAL IMPACT

Park Signage is provided by the developer as per the requirements of their Subdivision Agreement.

Attachments

- Resolution No. 2540

RESOLUTION NO. 2540
RESOLUTION BEFORE THE CITY COUNCIL
OF THE CITY OF FOWLER
COUNTY OF FRESNO, STATE OF CALIFORNIA

RESOLUTION OFFICIALLY NAMING SHIRAKAWA PARK

WHEREAS, a park located in Tract 6188 is currently in the development process; and

WHEREAS, the City Council has independently reviewed and considered the naming of the 1.4 acre park within Tract 6188 the “Shirakawa Park” at a public meeting on February 1, 2022.

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of Fowler, based upon the entire record of proceedings, hereby officially named the 1.4 acre park within Tract 6188 the “Shirakawa Park”.

Mayor of the City Council

Attest:

Deputy City Clerk

I, Angela Vasquez, Deputy City Clerk of the City Council, do hereby certify that the foregoing resolution was adopted at a meeting of the City Council of the City of Fowler, on the motion of Councilmember _____ and second by Councilmember _____ on the 1st day of February 2022 by the following vote:

AYES: Councilmembers: _____

NAYS: Councilmembers: _____

ABSTAIN: Councilmembers: _____

ABSENT: Councilmembers: _____



FOWLER CITY COUNCIL

ITEM NO: 8-Biii

REPORT TO THE CITY COUNCIL

February 1, 2022

FROM Dawn Marple, City Planner

SUBJECT

APPROVE a cooperative agreement with the Fresno Council of Governments for the Fresno County Sixth Cycle Multijurisdictional Housing Element

RECOMMENDATION

Staff recommend City Council approve a cooperative agreement with the Fresno Council of Governments for the Fresno County Sixth Cycle Multijurisdictional Housing Element

BACKGROUND

California Housing Element law requires every jurisdiction to prepare and adopt a Housing Element as part of their required General Plans. Housing Elements are also required to be updated every five or eight years. In 2016, 13 of the 16 jurisdictions in Fresno County, with help from Fresno COG, prepared a Fifth Cycle Multijurisdictional Housing Element. Recent legislative changes have increased the cost and complexity of updating the Housing Element, thus there are advantages in pursuing a joint effort.

The total consultant cost will be determined after a consultant is selected and the number of participating jurisdictions has been finalized. Fresno COG's current estimate for each small city, including the City of Fowler, is \$115,000. Fresno COG is requesting an initial payment of \$10,000 from participating agencies. However, this estimated cost will likely be less as Fresno COG staff are working with the State of California Housing and Community Development to determine if Fresno COG's Regional Early Action Planning (REAP) grant funding can be used for this effort to reduce the cost for participating jurisdictions. City of Fowler staff will also serve on the consultant selection committee.

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. Rather, the City Council is being asked to provide funding towards preparation of a Sixth Cycle Multijurisdictional Housing Element. The agreement does not commit the City to approve the prepared Housing Element. 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)). Further, CEQA does not apply to regional housing needs determinations, pursuant to CEQA Guidelines Section 15283 and Government Code section 65584.

FISCAL IMPACT

The remainder of the Sixth Cycle Multijurisdictional Housing Element costs will be budget in the Fiscal Year 2022-23 budget. The City of Fowler’s final share of the Sixth Cycle Multijurisdictional Housing Element costs will be determined after consultant selection and cost sharing calculations by the consultant and Fresno COG. Staff will bring forward a subsequent agreement for Council consideration once a proposed cost share is available.

Attachments:

- Cooperative Agreement

COOPERATIVE AGREEMENT
Fresno County Sixth Cycle Multijurisdictional Housing Element

This COOPERATIVE AGREEMENT (“AGREEMENT”) is made and entered into this _____ day of _____, 2022 (“Execution Date”) by and between the FRESNO COUNCIL OF GOVERNMENTS, a Joint Powers Public Agency (“FCOG”) and fifteen of its sixteen local member agencies listed below (collectively “LOCAL AGENCIES”). FCOG and LOCAL AGENCIES are each a “Party” to this Agreement, and collectively are the “Parties” to this Agreement. The LOCAL AGENCIES consist of the following entities:

1. CITY OF COALINGA, a municipal corporation
2. CITY OF FIREBAUGH, a municipal corporation
3. CITY OF FOWLER, a municipal corporation
4. CITY OF FRESNO, a municipal corporation
5. CITY OF HURON, a municipal corporation
6. CITY OF KERMAN, a municipal corporation
7. CITY OF KINGSBURG, a municipal corporation
8. CITY OF MENDOTA, a municipal corporation
9. CITY OF ORANGE COVE, a municipal corporation
10. CITY OF PARLIER, a municipal corporation
11. CITY OF REEDLEY, a municipal corporation
12. CITY OF SANGER, a municipal corporation
13. CITY OF SAN JOAQUIN, a municipal corporation
14. CITY OF SELMA, a municipal corporation
15. COUNTY OF FRESNO, a political subdivision of the State of California

WHEREAS, Government Code, section 65588 requires local governments, consisting of cities and counties, to review and revise the housing elements to their comprehensive general plans in compliance with section 65580; and

WHEREAS, LOCAL AGENCIES in Fresno County have requested FCOG to hire a consultant to perform a coordinated update to the housing element of each LOCAL AGENCY (hereinafter referred to as PROJECT), at no cost to FCOG; and

WHEREAS, each of the LOCAL AGENCIES have agreed to reimburse FCOG for the cost of PROJECT in accordance with the cost sharing arrangement described in this AGREEMENT (“LOCAL SHARE”).

NOW, THEREFORE, it is mutually agreed as follows:

SECTION 1 - FCOG RESPONSIBILITIES

- A. FCOG shall convene a subcommittee of its Policy Board (the “Project Subcommittee”) to provide oversight responsibility and provide staff support for the PROJECT to the effect that the Parties to this AGREEMENT have the opportunity assist in the decision-making processes relating to the PROJECT.

- B. FCOG shall develop a request for proposal for consultant services to develop the PROJECT.
- C. FCOG shall involve the Project Subcommittee in the selection of the consultant or any other third-party consultant (collectively "Project Consultant") required for the PROJECT.
- D. FCOG shall enter into and administrate the contract with the Project Consultant to implement PROJECT. The qualifications of the Project Consultant are to be determined by the Project Subcommittee and FCOG Policy Board.
- E. FCOG shall direct the Project Consultant selected to develop PROJECT to work individually with LOCAL AGENCIES and provide products and documents relative to their required Housing Element update.
- F. FCOG shall pay the Project Consultant selected to develop PROJECT and invoice LOCAL AGENCIES for each respective LOCAL SHARE cost including reasonable administrative cost incurred by FCOG in the implementation of PROJECT.

SECTION 2. – LOCAL AGENCIES RESPONSIBILITIES

- A. LOCAL AGENCIES shall be responsible for their individual housing elements, work directly with the firm selected to develop PROJECT, review reports generated and directly address issues falling within their jurisdiction.
- B. LOCAL AGENCIES shall determine what, if any, scope revisions are appropriate for work specific to their housing element and agree to reimburse FCOG for any required extended scope.
- C. Upon satisfactory completion of PROJECT each Local Agency shall accept the final report appropriate to their area of jurisdiction.
- D. LOCAL AGENCIES shall reimburse FCOG for cost invoiced per SECTION 3. within thirty days of receiving an appropriate invoice.
- E. LOCAL AGENCIES, agree that time is of the essence and each agency shall provide timely responses to information request from Project Consultant and facilitate the development of PROJECT.

SECTION 3. COST REIMBURSEMENT

- A. Upon execution of this agreement and receipt of an initial invoice from FCOG, each of the LOCAL AGENCIES shall pay FCOG a deposit of ten-thousand and 00/100 dollars (\$10,000.00), to be applied as a credit to the LOCAL SHARE of each of the LOCAL AGENCIES on the final invoice for PROJECT.
- B. LOCAL AGENCIES agree thereafter to contribute their respective LOCAL SHARE to reimburse FCOG for the cost of PROJECT per Section 2.D. LOCAL SHARE will be established by mutual agreement of the LOCAL AGENCIES at a later date as follows: The Project Subcommittee will review consultant proposals and make a recommendation to the FCOG Board to hire Project Consultant and establish LOCAL SHARE, which will be the pro rata amount each LOCAL AGENCY commits to contribute to reimburse FCOG for a) the consultant's

services and b) \$75,000 for FCOG staff time to administer PROJECT. In the event participating member agencies of the Project Selection committee fail to arrive at a mutually agreed cost sharing arrangement and recommendation to the FCOG board to approve Project Consultant and establish LOCAL SHARE, this agreement shall be null and void.

- C. FCOG shall pay the Project Consultant and will invoice LOCAL AGENCIES no more frequently than monthly. Reimbursement will be in accordance with LOCAL SHARE and supported by an invoice and source documentation. The Parties agree that source documentation may consist of an invoice from the Project Consultant.

SECTION 4. INDEMNITY

The Parties agree to indemnify, save, hold harmless and at request from any other Party to this AGREEMENT, defend said other Party, its officers, agents and employees from any and all cost and expenses, damages, liabilities, claims, and losses occurring or resulting to any person, firm, or corporation who may be injured or damaged by the performance or failure to perform, by FCOG and LOCAL AGENCIES, its officers, agent, and employees, under the AGREEMENT. This section shall survive expiration or termination of this AGREEMENT.

SECTION 5. INSURANCE

Without limiting the right of any Party to obtain indemnification from any other Party, it is understood that each Party to this AGREEMENT shall each maintain, at their sole expense, insurance policies or self insurance programs including, but not limited to, an insurance pooling arrangement, and/or joint powers agreement to fund their respective liabilities throughout the term of this AGREEMENT. Coverage shall be provided for comprehensive general liability, automobile liability, professional liability, and worker's compensation exposure. Evidence of Insurance, Certificates of Insurance or similar documentation shall not be required of any Party under this AGREEMENT.

SECTION 6. – ASSIGNMENT

No Party shall assign, transfer or sub-contract this AGREEMENT nor their rights or duties under this AGREEMENT without the written consent of the other Parties to this AGREEMENT.

SECTION 7. – SEVERABLE

The provisions of this AGREEMENT are severable. The invalidity or unenforceability of any one provision of this AGREEMENT shall not affect the other provisions.

SECTION 8 – TERM

This AGREEMENT shall become effective immediately upon the Execution Date and shall remain in full force and effect through December 31, 2023.

SECTION 9 – COUNTERPARTS

This AGREEMENT may be executed in one or more counterparts, each of which when executed will be deemed to constitute one and the same instrument and agreement.

SECTION 10 – INTEGRATED AGREEMENT

Each Party acknowledges that it has read and fully understands the content of this AGREEMENT. This AGREEMENT represents the entire and integrated agreement between the Parties with respect to the subject matter hereof and supersedes all prior negotiations, representations, or agreements, either written or oral.

SECTION 11 – MODIFICATION

This AGREEMENT may be modified only by written instrument executed by duly authorized representatives of all of the Parties to this AGREEMENT.

SECTION 12 – CAPACITY

Each individual executing or attesting this Agreement hereby covenants, warrants, and represents: (i) that he or she is duly authorized to execute or attest and deliver this Agreement on behalf of his or her jurisdiction; and (ii) that this Agreement is binding upon such jurisdiction.

(Signature pages follow.)

IN WITNESS WHEREOF, the Parties hereto have executed this AGREEMENT as of the Execution Date.

COUNTY OF FRESNO

By _____
[NAME], [Title]

CITY OF FOWLER

By _____
[NAME], [Title]

CITY OF FRESNO

By _____
[NAME], [Title]

CITY OF KERMAN

By _____
[NAME], [Title]

CITY OF MENDOTA

By _____
[NAME], [Title]

CITY OF PARLIER

By _____
[NAME], [Title]

CITY OF SANGER

By _____
[NAME], [Title]

CITY OF SELMA

By _____
[NAME], [Title]

CITY OF COALINGA

By _____
[NAME], [Title]

CITY OF FIREBAUGH

By _____
[NAME], [Title]

CITY OF HURON

By _____
[NAME], [Title]

CITY OF KINGSBURG

By _____
[NAME], [Title]

CITY OF ORANGE COVE

By _____
[NAME], [Title]

CITY OF REEDLEY

By _____
[NAME], [Title]

CITY OF SAN JOAQUIN

By _____
[NAME], [Title]

FCOG

By _____
[TONY BOREN, Executive Director]



FOWLER CITY COUNCIL

ITEM NO: 8-Ci

REPORT TO THE CITY COUNCIL

February 1, 2022

FROM Dario Dominguez, Public Works Director

SUBJECT

APPROVE a contract with DTA Finance in the amount of \$68,500 for a water rate study and formation of a City-wide community facilities district; authorize the City Manager to execute agreement.

RECOMMENDATION

Staff recommend City Council approve a contract with DTA Finance in the amount of \$68,500 for a water rate study and formation of a City-wide community facilities district and authorize the City Manager to execute an agreement with DTA Finance.

BACKGROUND

The City solicited a request for proposals for qualified firms to conduct a water rate study and formation of a City-wide community facilities district. One proposal was received from DTA Finance. Staff reviewed the proposal, conducted an interview at DTA Finance and determined the firm to be experienced and well-qualified to perform the scope of work. In addition, DTA Finance's previous work with the City of Fowler makes them uniquely qualified to perform this scope of work and provide added value.

ENVIRONMENTAL REVIEW

This item is not considered a "project" as defined by Public Resource Code section 21065 and CEQA Guidelines Section 15378.

FISCAL IMPACT

This item was budgeted under the Water Department in the amount of \$70,000.

Attachments

- Contract

**CITY OF FOWLER
PROFESSIONAL SERVICES AGREEMENT**

This Professional Services Agreement ("Agreement") is entered into between the City of Fowler, a California general law city ("City") and David Taussig and Associates, Inc. dba DTA ("Consultant") with respect to the following recitals, which are a substantive part of this Agreement. This Agreement shall be effective on February 1, 2022 ("Effective Date").

RECITALS

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

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

AGREEMENT

1. Scope of Services. Consultant shall perform the Services described in the Recitals and detailed in **Exhibit A**. Changes in the scope of Services, including the work performed and/or deliverables produced, shall be made in writing and particularly describe the changes in Services, including payment/costs and schedule/term, as applicable.
2. Priority and Conflicts; Exclusions. If the terms and requirements of this Agreement conflict with **Exhibit A**, this Agreement shall control. No contractual terms and/or conditions found in **Exhibit A** shall purport to waive, disclaim, or limit Consultant's liability, indemnification obligations, warranties, damages for breach or delay, or any security, bonding, or insurance requirements, and any such provisions shall have no force or effect with respect to this Agreement and the Services performed by Consultant.
3. Term of Agreement; Commencement of Services; Schedule. Consultant shall begin performing the Services upon notice from the City on or after the Effective Date, unless otherwise instructed by City, and continue with the Services until June 30, 2024 ("Completion Date"). This Agreement may be terminated prior to the Completion Date pursuant to Section 17 herein.
4. Payment for Services. City shall pay Consultant for the Services performed pursuant to this Agreement on a "time-and-materials" basis according to rate(s) set forth in **Exhibit A**. The total amount paid by City to Consultant for the Services shall not exceed sixty eight thousand five hundred dollars (\$68,500).

The foregoing is inclusive of all labor, equipment, materials, costs and expenses, taxes, and overhead. City shall pay Consultant for Services satisfactorily performed pursuant to this Agreement. Consultant shall submit monthly invoices to City containing detailed billing information regarding the Services provided and unless otherwise specified in **Exhibit A**, City shall tender payment to Consultant within thirty (30) days after receipt of invoice.

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

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

7. [Reserved]

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

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

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

11. Ownership and Inspection of Documents. All data, tests, reports, analyses, documents, records, conclusions, opinions, recommendations and other work product generated by or produced for Consultant or its subcontractors in connection with the Services, regardless of the medium, including physical drawings and materials recorded on computer discs or other electronic devices ("Work Product"), shall be and remain the property of City. City shall have the right to use, copy, modify, and reuse the Work Product as it sees fit. Upon City's request, Consultant shall make available for inspection and copying all such Work Product and all Work Product shall be turned over to City promptly at City's request or upon termination of this Agreement, whichever occurs first. Consultant shall not release any Work Product to third parties without prior written approval of City. This obligation shall survive termination of this Agreement and shall survive for four (4) years from the date of expiration or termination of this Agreement. Notwithstanding the above, computer

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

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

13. [Reserved]

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

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

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

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

a. Termination by City: For Convenience. City may at its discretion terminate this Agreement for convenience and without cause upon ten (10) days prior written notice to Consultant. Upon receipt of a termination notice pursuant to this subsection, Consultant shall promptly discontinue all Services affected, unless the notice directs otherwise.

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

c. Compensation to Consultant Upon Termination. Consultant shall be paid compensation for Services satisfactorily performed prior to service of the written notice of termination. As to any phase partially performed but for which the applicable portion of Consultant's compensation has not become due, Consultant shall be paid the reasonable value of its Services provided. However, in no event shall such payment when added to any other payment due under the applicable part of the work exceed the total compensation of such part as specified Section 4. In the event of termination due to Consultant's failure to perform in accordance

with the terms of this Agreement through no fault of City, City may withhold an amount that would otherwise be payable as an offset to City's damages caused by such failure.

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

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

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

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

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

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

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

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

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

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

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

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

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

25. [Reserved]

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

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

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

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

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

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

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

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

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

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

35. Prevailing Wages; Apprenticeship. When the Services constitute a public work under the Labor Code, the Services shall be performed in accordance with the provisions of Section 1770 et seq. of the Labor Code of the State of California, and all other applicable provisions concerning public works projects, which are hereby incorporated by reference and made a part hereof. Consultant shall be responsible for the payment of prevailing wages in accordance with State and Federal law, if applicable. Consultant shall further be responsible for ensuring any subcontractors comply with any requirements for the payment of prevailing wages in accordance with State and Federal law, if applicable. Consultant shall comply with all requirements and obligations relating to apprentices, apprenticeships, and/or apprenticeable crafts or trades, as applicable, including but not limited to Labor Code section 1775.5. Consultant shall register with the Department of Industrial Relations, if required.

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

CONSULTANT

By: David Taussig
David Taussig
President

Date: 1/27/22

CITY OF FOWLER

By: _____
Wilma Quan
City Manager

Date: _____

Party Identification and Contact Information:

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

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

EXHIBIT A

Scope of Services

EXHIBIT B

Insurance Requirements

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

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

(i) Professional Liability Insurance (Errors and Omissions) in an amount not less than \$1,000,000.00 per occurrence or claim and \$1,000,000 in the aggregate. Said insurance shall be maintained for an additional period of five years following the earlier of completion of Consultant's Services under this Agreement or termination of this Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



www.FinanceDTA.com

**RESPONSE TO REQUEST FOR
PROPOSALS (RFP)**

CITY OF FOWLER

**2021 WATER RATE STUDY AND FORMATION OF
CITYWIDE COMMUNITY FACILITIES DISTRICT**

PROPOSAL SUBMISSION DEADLINE:

December 17, 2021, at 2:00 p.m.

Public Finance
Public-Private Partnerships
Development Economics
Clean Energy Bonds

*Newport Beach | San Jose | San Francisco | Riverside
Dallas | Houston | Raleigh | Tampa*

CITY OF FOWLER



2021 WATER RATE STUDY AND FORMATION OF CITYWIDE COMMUNITY FACILITIES DISTRICT

PROPOSAL SUBMISSION DEADLINE:

DECEMBER 17, 2021, AT 2:00 P.M.

Prepared for:

City of Fowler

128 South Fifth Street

Fowler, CA 93625

Attention: Thomas Gaffery, Community Development Director

December 16, 2021

Mr. Thomas Gaffery
Community Development Director
City of Fowler
128 South Fifth Street
Fowler, CA 93625

RE: Request for Proposals ("RFP") for 2021 Water Rate Study and Formation of Citywide Community Facilities District

Dear Mr. Gaffery:

DTA, formerly David Taussig & Associates, is pleased to submit this proposal to the City of Fowler (the "City"), otherwise known as the Blossom Trail City, located in Fresno County (the "County"). It is our understanding the City is seeking a consultant to conduct a review of water rate(s) and create an annexable Community Facilities District ("CFD"). The primary objectives of the water rate study are to determine if a rate adjustment is warranted and explore the inflation basis for future rate increases. The goal of the annexable CFD is to make new development revenue neutral, such that existing residents do not subsidize new development.

Notably, DTA was recently hired by the City in August 2019 to update its existing impact fee program by preparing a new Assembly Bill ("AB") 1600 fee justification study. The City's last impact fee study was conducted in 2000. The fee amounts to be determined include the existing General Services, Law Enforcement, Fire Department, Park Development, and Water, Sewer, and Storm Drain Fees, as well as two new fees for Traffic and Ground Water Recharge at levels identified by the various City departments as being necessary to meet the needs of new development through 2040. Per the City's request, we applied a uniform methodology in calculating each of the nine (9) impact fees. The Final Report was presented to the City Council in November 2020 and fees were subsequently approved and adopted by the City Council in February 2021.

DTA's recent experience is substantial and longstanding. Importantly, we have significant experience with multiple cities and counties throughout the Central California region and, therefore, a great understanding of the unique issues and regional interconnectivity factors that impact businesses and the potential for future growth in the Fresno area. DTA monitors and stays abreast of current legislation and potential resources for municipalities and organizations that manage special districts, such as the recent passing of Assembly Bill ("AB") 3205, which established the Regions Rise Grant Program within the Governor's Office of Business and Economic Development. We have also recently provided unbiased technical assistance to the Cities of Escalon, Firebaugh, Kingsburg, Los Banos, and Reedley and Kings County during their recent Development Impact Fee ("DIF") updates. In addition, we are currently assisting the City of Palo Alto and Counties of El Dorado, Fresno, and Shasta with the preparation and implementation of their DIF programs.

As described in greater detail in the attached proposal, DTA is a public finance consulting firm with offices in Newport Beach, San Jose, San Francisco, and Riverside, California, as well as Dallas and Houston, Texas, Raleigh, North Carolina, and Tampa, Florida. Since its establishment in 1985, DTA has completed consulting assignments for more than 3,000 clients in 10 states. During this period, the firm has been involved in the formation of more than 2,000 public finance districts, with total bond authorizations exceeding \$75 billion. Our financing programs have utilized a variety of public financing mechanisms, such as Assessment Districts ("ADs"), CFDs, Certificates of Participation ("COPs"), Tax Allocation Bonds, Sewer and Water Revenue Bonds, Marks-Roos Bond Pools, Landscaping and Lighting Districts ("LLDs"), Integrated Financing Districts, and various types of fee programs. DTA is licensed and registered with the U.S. Securities and Exchange Commission

("SEC") and Municipal Securities Rulemaking Board ("MSRB") as a Municipal Advisor (No. 867-01160) and follows all the fiduciary requirements associated with this designation.

With respect to fee and rate studies, each of DTA's studies includes a benefit cost analysis and the determination of nexus between the facilities financed and financing mechanism. DTA has prepared approximately 500 fee justification studies to date for a variety of public improvements, including transportation, water, sewer and flood control facilities, fire and police stations, parks, libraries, and other types of infrastructure. In recent years, our firm has prepared fee justification studies for the Cities of Blythe, Brawley, Calexico, Cathedral City, Costa Mesa, Escalon, Firebaugh, Kingsburg, Live Oak, Mammoth Lakes, Palo Alto, Paso Robles, Perris, Red Bluff, San Francisco, San Jacinto, San Luis Obispo, Torrance, and Victorville and the Counties of Colusa, Kings, Riverside, San Bernardino, Santa Barbara, and Yuba, among others. **DTA has also prepared numerous water and sewer rate studies throughout the State of California.**

Given our extensive experience in special district formation and administration, we believe our firm is well qualified to provide consulting services for this project. DTA's high level of experience in providing financial and administrative services related to assessments and taxes has put us in a unique position within the municipal finance industry. Having provided these services for our first special district in 1985, our assessment/special tax formulas have generated revenues to support hundreds of bond issues over the past 35 years, all of which have withstood the test of time. During this period, we have developed a number of assessment/special tax methodologies that have become the standards of our industry. Additional information on DTA is available on our website (www.FinanceDTA.com).

DTA has assembled a project team for the City with the breadth of experience required to provide consulting services in a professional and timely manner. **This project would be primarily handled out of the Newport Beach office.** Andrea Roess, Managing Director, would be the Principal-in-Charge and have the City's primary account responsibility. She will be assisted by Nehal Thumar, a Vice President at DTA, Steve Runk, P.E., Vice President of Engineering Services at DTA, Diego De Leon, a Manager at DTA, Richard Ruiz, a Senior Associate at DTA, and other support staff. Brief resumes for each of our team members are included in Section IV of this proposal. All personnel will be available full-time (100%) for the duration of the project.

DTA is a privately-owned company and not a subsidiary of a "parent company." In addition, DTA does not hold controlling interest in any other organization and has not been associated with any mergers, acquisitions, or sales of the firm within the last 10 years, nor in its lifetime.

If you have any questions regarding DTA, our team members, or the enclosed proposal, please contact Andrea Roess during the proposal evaluation period at (800) 969-4DTA or by e-mail at Andrea@FinanceDTA.com. We look forward to having the opportunity to work with you on this engagement.

Best Regards,



David Taussig
President
Phone: (800) 969-4DTA
David@FinanceDTA.com

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I FIRM PROFILE

DTA is pleased to submit this proposal to the City of Fowler (the "City"), otherwise known as the Blossom Trail City, located in Fresno County (the "County"). It is our understanding the City is seeking a consultant to conduct a review of water rate(s) and create a Citywide CFD. The primary objectives of the water rate study are to determine if a rate adjustment is warranted and explore the inflation basis for future rate increases. The goal of the Citywide CFD is to make new development revenue neutral, such that existing residents do not subsidize new development.

DTA is a public finance and urban economics consulting firm specializing in infrastructure and public services finance. Our firm, which provides public finance consulting services to both public and private sector clients, has offices in Newport Beach, San Francisco, San Jose, and Riverside, California, as well as Dallas and Houston, Texas, Raleigh, North Carolina, and Tampa, Florida. Additional information on DTA is available on our website (www.FinanceDTA.com).

DTA has been performing public facilities fee consulting services and water rate calculations for 33 years, since 1987. Impact fees, in particular, were enacted under AB 1600 by the California Legislature in 1987 and codified under California Government Code §66000 *et seq.*, also called the Mitigation Fee Act (the "Act" or "AB 1600"). DTA has had extensive experience preparing fee and rate studies that have complied with the legal code and local policies and withstood legal scrutiny to the extent that none of our prior studies have been subject to any litigation. DTA also retains in-house legal counsel who is engaged in this project and can assist our firm in clarifying legal issues that may arise related to the review or preparation of a rate study.

DTA currently has a staff of approximately 50 employees, all of whom are directly involved solely in public finance. Staff members come from backgrounds in a number of fields, including land development, public administration, civil engineering, investment banking, economic consulting, redevelopment, law, and land use planning. This diversity of experience and expertise allows DTA to meet a wide variety of challenges related to both the actual work product and client management. Each member of DTA's professional staff has considerable experience in computer-based financial analyses and modeling, which is a key component of the firm's consulting services. This fact ensures that the review and development of any computer model(s) will be in experienced hands. **In addition, DTA is a registered Municipal Advisor with the SEC (MSRB No. 867-01160) and follows all the fiduciary requirements associated with this designation.** The key team members for this engagement would be Andrea Roess, Nehal Thumar, Steve Runk, Diego De Leon, and Richard Ruiz, two of whom are Municipal Advisor Representatives. Please see Section IV of this proposal for more information on the team members assigned to this engagement.

Since its establishment in 1985, DTA has completed consulting assignments for more than 3,000 clients in 10 states. During this period, the firm has been involved in the formation of more than 2,000 public finance districts, with total authorized bonded indebtedness in excess of \$75 billion. Our financing programs have utilized a variety of public financing mechanisms, such as ADs, CFDs, Certificates of Participation, Tax Allocation Bonds, Sewer and Water Revenue Bonds, Marks-Roos Bond Pools, LLDs, Integrated Financing Districts, and various types of fee programs. DTA has served as the Special Tax Consultant and/or Assessment Engineer for numerous cities,



counties, water districts, and school districts. For your reference, DTA levied special taxes, assessments, and other charges on more than 3,010,000 Assessor parcels in over 400 districts in Fiscal Year 2020-21. In addition, we prepared and/or disseminated over 300 Continuing Disclosure Reports in the last 12 months.

DTA's consulting services include:

- Annual administration of special districts;
- **Special tax and assessment engineering;**
- **Rate and fee studies;**
- Public infrastructure and public services financing strategies;
- Property Assessed Clean Energy ("PACE");
- Fiscal and economic impact analyses;
- Proposition ("Prop") 218 and AB 1600 compliance studies;
- Federal and state grant and loan applications;
- Economic development and revitalization studies; and
- Public improvement construction management services.

On a national basis, DTA has planned and implemented Public Facilities Financing Plans ("PFFPs") that have ranged from the quantitative analysis of a single financing mechanism for an individual facility to the preparation of a comprehensive public financing plan covering multiple facilities and public services through a series of financing mechanisms. We at DTA feel strongly that our financial analyses provide public officials, landowners, and other interested parties with the level of information necessary to make fully informed decisions regarding land use, infrastructure, and public services financing issues. Furthermore, DTA staff has extensive experience working with various stakeholder groups, including public agencies, local residents and businesses, property owner associations, land developers, public finance professionals, local Chambers of Commerce, and other interested parties.

DTA's special tax and assessment formulas, some of which have been in use since 1985, are based on a variety of methodologies that have withstood the test of time and legal scrutiny. Our firm's objective has been to take a balanced approach and utilize innovative and state-of-the-art techniques that enable all parties to receive the maximum benefit from public financing. DTA is aware of and has contributed to the most innovative and creative concepts in land-secured public financing. DTA's knowledge and experience have enabled the firm to maximize the capacity of land-secured financing programs while minimizing burdens on homebuyers and other property owners.

DTA has provided public finance consulting services to virtually every major city and urban county in the State of California.

DTA has provided public finance consulting services to virtually every major city and urban county in the State of California. Our city clients are too numerous to list individually but include the Cities of Anaheim, Fresno, Long Beach, Los

Angeles, Oceanside, Sacramento, San Diego, San Francisco, and San Jose. Our county clients have included the Counties of Alameda, Butte, Contra Costa, Fresno, Imperial, Los Angeles, Madera, Marin, Orange, Placer, Riverside, Sacramento, San Bernardino, San Diego, San Francisco,



SECTION I FIRM PROFILE

Santa Barbara, Shasta, Sutter, Stanislaus, and Yuba. DTA has also provided public finance consulting services for over 325 school districts, water districts, and fire protection districts throughout California.

DTA is particularly known for our specialized expertise in the design and administration of CFDs and ADs. DTA's level of experience with CFD formations vastly exceeds that of any other consultant. **Our firm was the State's pioneer in the formation of CFDs and is currently the State of California's leading Special Tax Consultant.** DTA's CFD special tax formulas have been utilized in the formation of over 1,200 CFDs and provided debt service coverage for the sale of land-secured bond issues by most of these districts. This has provided DTA with considerable experience working with landowners, public agencies, underwriters, bond counsels, and financial advisors to provide special tax apportionment methods satisfactory to all parties.

DTA is the State's pioneer in the formation of CFDs and our special tax formulas have been utilized in the formation of over 1,200 CFDs.

The result of this experience and expertise is that in 35 years of work establishing over 2,000 financing districts and bond programs, DTA has never once been sued. Our quality control is without peer and probably the key component in ensuring our firm's success, especially when compared to so many other consulting firms in our industry that have been sued multiple times. DTA continues to seek innovative solutions and refine our work product to better serve and protect our clients.

DTA has assembled a project team for the City with the breadth of experience required to provide consulting services in a professional and timely manner. **This project would be primarily handled out of the Newport Beach office.** Andrea Roess, Managing Director, would be the Principal-in-Charge and have the City's primary account responsibility. She will be assisted by Nehal Thumar, a Vice President at DTA, Steve Runk, P.E., Vice President of Engineering Services at DTA, Diego De Leon, a Manager at DTA, Richard Ruiz, a Senior Associate at DTA, and other support staff. Ms. Roess is available by phone at (800) 969-4DTA and/or by e-mail at Andrea@FinanceDTA.com.



II PROJECT APPROACH

DTA's client contact and interaction continue beyond the basic deliverables. DTA is a customer and community-centric firm committed to excellence, quality products, and an open and interactive communication environment. We employ these practices in the workplace, in cities, counties, and towns, and with the many clients that we have served for 35 years. DTA realizes that every client, like every person, is a distinct entity best understood and served in a direct and collaborative manner.

DTA serves clients in small towns, medium-sized cities, and larger municipalities. Our service philosophy is three-pronged: we strive to know our customers, understand the communities we're privileged to serve, and always provide the best care, advice, and products. At DTA, we also understand that every project is different, and every outcome is special to our team. Our values of accountability, integrity, and excellence underly all work performed.

DTA has assembled an experienced and capable team with expertise in all the requirements of the consulting services requested by the City. One goal for this project will be to complete all the tasks of the project within the agreed-upon budget and schedule. Time and time again, DTA has proven its ability to adhere to contract agreements and understand the importance of good project management.

It is our understanding the City is seeking a consultant to conduct a review of water rate(s) and create an annexable CFD. The primary objectives of the water rate study are to determine if a rate adjustment is warranted and explore the inflation basis for future rate increases. The goal of the annexable CFD is to make new development revenue neutral, such that existing residents do not subsidize new development. DTA is capable of performing all work requested by the City and will not employ the use of any subcontractors in this effort.

The City desires to evaluate the feasibility of a CFD to fund municipal services required to support new development. If shown that ongoing costs to serve new residential development are higher than the revenues collected, it is the City's intent to form a CFD to offset the cost of municipal services associated with new development. A CFD would require new residential units to be annexed into this CFD to offset the development's impact to municipal services.

A Meetings, Public Hearings, and Project Coordination

DTA will attend up to eight (8) meetings and public hearings on the subject of the rate study and CFD. These meetings will include:

- Project orientation and kickoff meeting with City staff;
- Up to three (3) public meetings, including City Council meetings and hearing(s);
- Up to two (2) rate workshops with City staff and the City Council; and
- Minimum of two (2) community meetings to inform the public of any rate changes prior to the Prop 218 hearing.



B Water Rate Study

The Scope of Work includes the preparation and completion of a water rate study for the City. The Scope of Work requires the development of comprehensive financial planning and a rate model for water services. The model will include fund balances, interest earnings, deposits, and withdrawals to capital reserves and estimate the use of the operating reserve as a way to assess the impacts on adjustments to water rates. The model will produce rates in tiered structures for water rates and compute revenue under different arrangements of tiered structures. The electronic models will be easy to use and understand and be able to provide feedback to City staff on future changes in inputs and assumptions. DTA will perform the tasks detailed below for the rate study.

Task 1 – Demographic Analysis

DTA shall review land use and service data provided by the City in order to estimate the number of current and future water connections and usage within the boundaries of the City. We will work with the City to prepare a schedule showing the number of new connections expected each year.

Deliverable: Analysis of the Current and Future Water Connections and Usage by Land Use

Task 2 – Analysis of Cost of Service

DTA shall analyze all of the City's water expenses. This includes reviewing Revenue/Expense Reports for the previous year and operation budgets for the current year. We will work with City staff to project the costs identified below and adjust these costs, as appropriate, for applicable factors, such as the following:

- Water supply reliability costs;
- The age and condition of the system and need to fund long-term capital improvement/replacements;
- Improvements funded by other funding sources, such as DIFs;
- Impact of current and future environmental regulations;
- Existing and/or future bond debt;
- Pay-as-you-go capital improvements;
- Operation and Maintenance ("O&M") expenses;
- Capital/operating reserves; and
- Other financing needs.

Deliverable: Final List of Cost of Service

Task 3 – Evaluate Current Revenue Sources

This task entails reviewing the City's current water rate structure and assessing its appropriateness. As part of this task, DTA shall also identify other revenue sources, including grant funding. This task consists of two subtasks, as detailed below.

Subtask 3.1 – Review Current City's Rate Structure

DTA shall review and summarize the City's current water rate structures and determine whether the existing rates and rate structures are sufficient to fund the current and estimated

future costs identified in Task 2.

Subtask 3.2 – Identify Other Revenue Sources

DTA shall research, gather, and review existing information, including revenues and liabilities. We will develop assumptions for levels of outside grant funding through time.

Subtask 3.3 – Explore Potential Alternatives

We shall review potential alternative rate structures to determine if new rate structures would be beneficial to the City.

Task 4 – Recommended Rate Structures

This task entails the selection of the appropriate methodology discussed in Task 3 and calculation of water rates based upon the chosen methodologies and revenue requirements determined in Task 2. This task consists of two subtasks.

Subtask 4.1 – Select Appropriate Methodology

DTA shall work with the City to select the methodologies that best meet the City's water distribution needs and that can be implemented using the City's current automated billing system. The proposed rate schedule will be fair and objective, reflect the City's costs of service, and comply with Prop 218 requirements. Costs will be distributed equitably across applicable user classes. This effort will include a brief discussion of factors considered in the recommendation, including City policy, the City's current rate structure, establishment of a reserve fund, revenue sufficiency, other service charges, conservation, other demand side factors, price elasticity, political environment, and environmental regulation.

DTA shall document the methodology utilized for the water rate calculation in a manner that can be understood by City staff and the public.

Subtask 4.2 – Calculating Water Rates

Based on the data from Tasks 1-3, we shall calculate the water rates necessary to pay all water expenses. In consultation with the City, DTA may recommend a rate structure that allows for the phasing of rate escalations to minimize sharp increases.

During this process, we will assure that sufficient revenue is generated to provide for ongoing operational and capital requirements. Revenue allocated to capital improvements and capital replacements will be integrated with the capacity fee revenue generated by new development to ensure a seamless and equitable flow of funds.

Task 5 – Prepare Draft and Final Reports

This task entails the preparation of Draft and Final Rate Study Reports for each rate for consideration by City staff and the City Council. The reports will present current rate information, recommended rates, the methodology, the supporting analysis, and rate comparisons. This task consists of two subtasks.

Subtask 5.1 – Prepare Draft Rate Studies for Comments

Based on the work completed in Tasks 1-4, we will prepare the Draft Rate Studies for consideration by the City.

Subtask 5.2 – Prepare Final Reports

Based on additional comments received on the Draft Reports, DTA will prepare the Final Rate Studies for consideration by the City.

Deliverable: Draft and Final Reports

Task 6 – Public Notices and Protest Procedure

In July 2006, the California Supreme Court determined that water service charges are property-related charges and, therefore, are subject to Prop 218 procedural requirements. Prop 218 procedures require notices to be mailed to each property owner 45 days prior to the public hearing on any proposed rate increase. Prop 218 prohibits an agency from implementing an increase in rates if a majority of the affected customers of record and/or property owners receiving water service file written protests opposing the rates before the end of a scheduled public hearing. To count toward this majority, the customer and/or property owner must submit a written protest to the agency or hand it in at the public hearing. Only one written protest per affected property may be counted towards the majority protest. The written protest should include the Assessor's Parcel Number ("APN"), parcel site address, name and signature of the customer and/or parcel owner (or an authorized representative), and a statement that the customer and/or parcel owner is protesting the proposed rates. Under Prop 218, the rate must not exceed the proportional cost of the service attributable to the property.

With assistance from the Finance Team, DTA will prepare notices pursuant to Prop 218 and the Right to Vote on Property Taxes Act. Said notices shall include the following:

- The estimated rates pertaining to the City;
- The estimated rates pertaining to the parcel;
- The duration of the rates;
- The reason for the increase in rates (e.g., general description of the improvements);
- The basis under which the proposed rates were calculated; and
- The date, time, and location of the public hearing.

DTA will also assist the City with preparing the mailing database to include the customer and/or property owner for each affected property, as applicable.

Deliverable: Public Notices

Task 9 – Document Review and Preparation

In collaboration with the City Attorney, DTA will prepare supporting documents, including draft resolutions and ordinances to facilitate the Prop 218 rate increase(s).

Deliverable: Draft Resolutions and Ordinances



C Formation of an Annexable Services CFD

DTA will assist the City in establishing an Annexable CFD for new development to fund authorized municipal services (the "Services"). An initial CFD would be formed for the applicable new development project. Subsequent new development projects throughout the City would then be annexed into the initial CFD. DTA's responsibilities under this Scope of Work will comprise:

Task 1 – Local Goals and Policies

DTA shall review the City's existing "Local Goals and Policies Concerning the Use of the Mello-Roos Community Facilities Act of 1982," as required by California Government Code Sections 53312.7 and 53345.8. If the City does not currently have CFD Goals and Policies in place, DTA can assist the City in drafting such policies.

Task 2 – CFD Boundaries (Database Setup)

DTA will work with the City to prepare a map of the area within the City to be included in the initial CFD. If necessary, the map will identify the zones to be established within the CFD based on input from City staff and proximity to locations of proposed Services. DTA will organize a database of all assessable parcels within each zone based on sources such as the County Assessor's Office and service maps provided by the County.

Task 3 – Registrar of Voter's Certification

DTA shall request from the County Registrar of Voters confirmation of registered voters' status residing in the boundaries of the CFD prior to the adoption of the Resolution of Formation (Government Code Section §53322).

Task 4 – Services Cost Apportionment Methodology

DTA will develop alternative methodologies for apportioning Services costs by land use (e.g., single-family attached residential, multi-family attached residential, retail, and non-retail commercial/industrial). Typically, cost apportionment methodologies are equivalent dwelling unit ("EDU")-based to reflect benefit. Therefore, development of the methodology alternatives is anticipated to involve the determination of dwelling unit equivalencies for each land use type.

Task 5 – Preliminary Special Tax Rates

Based upon the selected cost apportionment methodology, DTA will compute special tax rates by land use type in an amount sufficient to cover projected Services costs, administrative expenses, and reserves.

Task 6 – CFD Proforma

DTA shall prepare a tax spread or cash flow analysis to assist in structuring the levy and collection of the special tax to provide funds when costs are incurred. DTA will recommend alternative techniques to apportion special taxes or time the collection of such taxes to protect the City's General Fund. DTA will prepare up to ten (10) tax spread analyses utilizing various development scenarios and cost assumptions.

Deliverable: Analysis of Up to Ten (10) Tax Spread Analyses

**Task 7 – Tax Apportionment Formula**

DTA will prepare the special tax apportionment methodology, subject to City constraints and financing objectives, and City policy guidelines. This task includes the preparation of the Rate and Method of Apportionment of Special Tax (the “RMA”). We will prepare revisions to the initial RMA until all parties are satisfied.

Deliverables: Special Tax Apportionment Methodology; RMA

Task 8 – Preparation of Boundary Map

DTA shall prepare the initial CFD boundary map pursuant to the Mello-Roos Act and County Recorder’s Office and record the map at the County Recorder’s Office.

Deliverable: CFD Boundary Map

Task 9 – Document Review and Preparation

DTA will prepare the CFD Public Report and assist CFD Formation Counsel with preparing all required documents, including the Resolution of Intention, Resolution of Formation, and related items. We shall also provide necessary data and advice to CFD Formation Counsel regarding implementing the CFD, including policies that address future annexations.

Deliverable: CFD Public Report

Task 10 – Notice of Special Tax Lien

DTA shall provide a list of Assessor’s parcels to be attached to the Notice of Special Tax Lien and coordinate its recordation with the County under the Streets and Highway Code §3114.5.



SECTION III PROJECT AND TEAM EXPERIENCE

III PROJECT AND TEAM EXPERIENCE

DTA has been involved in the formation of more than 2,000 public finance districts with total authorized bonded indebtedness in excess of \$75 billion. DTA has also been a leader in the enrollment and collection of special taxes and assessments for 35 years. Therefore, unlike many consulting firms, we bring a depth of experience that is only achieved by providing consulting services on both the formation and administration of special districts. Furthermore, DTA's ability to retain the vast majority of its senior employees enables our firm to provide management expertise that is without peer in the special tax consulting field. The fact that DTA, unlike other firms, encourages its employees to work on both the formation and administration of special districts has provided our staff with a much more comprehensive understanding of the details involved in implementing a successful CFD.

Simply put, DTA has more public finance experience and know-how than any of our competitors. We have an enviable reputation for providing innovative and cutting-edge consulting services. Our work product is recognized as the industry standard, as evidenced by the number of competitors who attempt to replicate or simply copy our work products for their own use. We take a hands-on, detail-oriented approach with an emphasis on accuracy, efficiency, and reliability.

A Fee and Rate-Specific Qualifications

DTA has had extensive experience preparing fee and rate studies that have complied with the applicable legal code and local policies and withstood legal scrutiny to the extent that none of our prior studies have been subject to any litigation. DTA also retains in-house legal counsel who is engaged in this project and can assist our firm in clarifying legal issues that may arise related to the review or preparation of a rate study.

DTA has prepared approximately 500 fee justification and rate studies to date for a variety of public improvements, including transportation, water, sewer and flood control facilities, fire and police stations, parks, libraries, school facilities, and other types of infrastructure. In recent years, our firm has prepared fee and/or rate justification studies for the Cities of Anaheim, Blythe, Brawley, Calexico, Campbell, Cathedral City, Cerritos, Chino Hills, Colton, Costa Mesa, Desert Hot Springs, Fontana, Fowler, Hesperia, King City, Los Banos, Mammoth Lakes, Palo Alto, Pasadena, Paso Robles, Perris, Redlands, San Francisco, San Jacinto, San Jose, San Luis Obispo, Temple City, Torrance, Tustin, and Victorville and the Counties of Fresno, San Bernardino, San Jose, San Luis Obispo, Santa Barbara, Shasta, and Yuba, among others.



SECTION III PROJECT AND TEAM EXPERIENCE

A partial list of the municipal clients whom we have completed rate and fee studies for in California in recent years is provided below.

- City of Anaheim;
- City of Blythe;
- City of Brawley;
- City of Calexico;
- City of Campbell;
- City of Cathedral City;
- City of Chino;
- City of Chino Hills;
- City of Colton;
- City of Costa Mesa;
- City of Cypress;
- City of Desert Hot Springs;
- City of El Paso De Robles;
- City of Escalon;
- City of Firebaugh;
- City of Fontana;
- City of Fowler;
- City of Glendale;
- City of Hesperia;
- City of Ione;
- City of Kingsburg;
- City of Lakeview;
- City of Live Oak;
- City of Los Banos;
- City of Manteca;
- City of Napa;
- City of Palo Alto;
- City of Pasadena;
- City of Paso Robles;
- City of Perris;
- City of Red Bluff;
- City of Redlands;
- City of Reedley;
- City of San Francisco;
- City of San Jacinto;
- City of San Luis Obispo;
- City of Santa Ana;
- City of South San Francisco;
- City of Temple City;
- City of Torrance;
- City of Tustin;
- City of Victorville;
- County of Colusa;
- County of Fresno;
- County of Kings;
- County of Pasadena;
- County of Riverside;
- County of San Bernardino;
- County of San Francisco;
- County of San Luis Obispo;
- County of Santa Barbara;
- County of Santa Clara Fire Department;
- County of Shasta;
- County of South Santa Clara Fire District;
- County of Yuba;
- Town of Loomis;
- Town of Mammoth Lakes;
- Beaumont Cherry Valley Recreation and Parks District;
- Denair Community Services District;
- El Dorado Hills Community Services District;
- El Dorado Hills Fire Department;
- Jurupa Area Recreation and Park District;
- San Geronio Memorial Hospital;
- San Geronio Pass Water Agency; and
- South Yuba Transportation Improvement Authority.

DTA also retains in-house legal counsel who is engaged in this project and can assist our firm in clarifying legal issues that may arise related to the review or preparation of a rate study. We closely follow all relevant court cases and adapt our studies to comply with the most recent court decisions, including *Boatworks, LLC vs. City of Alameda*. DTA staff also has extensive experience working with various stakeholder groups, including public agencies, public agency municipal staff, residents, local sections of the Building Industry Association (“BIA”), Chambers of Commerce, and other interested parties.



SECTION III PROJECT AND TEAM EXPERIENCE

B CFD Formation/Bond Issuance Qualifications

DTA is particularly known for our specialized expertise in the design and administration of CFDs and ADs. DTA's level of experience with CFD formations vastly exceeds that of any other consultant. **Our firm was the State's pioneer in the formation of CFDs and is currently the State of California's leading Special Tax Consultant.** DTA's CFD special tax formulas have been utilized in the formation of over 1,200 CFDs and provided debt service coverage for the sale of land-secured bond issues by most of these districts.

Typically, municipalities seek out the services of a Special Tax Consultant or an Assessment Engineer to utilize the consultant's specialized qualifications to advise and provide technical assistance to ensure numerical and technical accuracy in the assessments being charged, develop a legally defensible and equitable distribution of public improvement and/or services costs, and otherwise assist with the structuring and implementation of each special district in a manner consistent with the municipality's stated goals and policy objectives. DTA has the necessary expertise to provide these consulting services by virtue of its professional staff's many years of experience specializing in the formation and administration of special districts. DTA's special district experience takes many forms, as illustrated in the discussion below.

- **Broad-Based Experience:** DTA has considerable experience with virtually every CFD/AD scenario imaginable. We have participated in districts with single and multiple property owners, improvement areas and zones, single and multiple series of bonds, escrowed bonds, fixed and variable rate and capital appreciation bonds, and residential and non-residential land uses. DTA has developed apportionment methodologies for the financing of Master Plan capital improvements, local subdivision improvements, public services, and even the undergrounding of existing overhead utilities. We have participated in the formation of land-secured districts containing fewer than 20 dwelling units and those with more than 38,000 dwelling units. Our staff has participated in numerous refundings and restructurings as well. This experience gives us the ability to analyze our clients' needs and match those needs with the financing mechanism that will maximize the capacity of the financing program while minimizing burdens on homebuyers and other property owners. Furthermore, the variety of financing structures for which we have provided these services have given us a perspective and level of skill that is unmatched. DTA's financial consulting services and work products reflect the scrutiny and refinement that can only come through such extensive experience. This experience can be crucial in identifying and resolving issues and helping our clients avoid the pitfalls that we have seen cause problems for other municipalities.

DTA's assessment apportionment methodologies and special tax formulas have been utilized for the sale of hundreds of bond issues and provided the firm with considerable experience working with property owners, public agencies, underwriters, bond counsels, and financial advisors to provide benefit apportionment methods satisfactory to all parties. In the process, DTA has also worked frequently with institutional bond purchasers, all of whom are familiar with the firm and its expertise in the field of assessment engineering and special tax consulting.



SECTION III PROJECT AND TEAM EXPERIENCE

- Legal Knowledge:** Our senior professional staff is not only intimately familiar with the Mello-Roos Community Facilities Act of 1982, Municipal Improvement Act of 1911, Municipal Improvement Act of 1913, Improvement Bond Act of 1915, Landscaping and Lighting Act of 1972, Benefit Assessment Act of 1982, and Prop 218, but also has extensive real-world experience with each of their respective applications. This means that our advice and consulting services are grounded in a true understanding of each law and not merely restatements of industry practices.

DTA has in-house General Counsel to monitor changes to provisions of the Mello-Roos Act and Prop 218 (and related case law).

DTA is committed to providing independent, objective, and unbiased work product. DTA's General Counsel regularly reviews legal opinions, regulations, and statutes that impact or modify the provisions of Prop 218 (and related case law). As such, DTA is committed to providing unbiased deliverables that reflect the most current developments in public finance and real property law.

- Innovation:** Having been involved with Mello-Roos consulting since its infancy, DTA has pioneered many of the industry's techniques and standards. In fact, many of our competitors simply copy our work product rather than develop their own. DTA's special assessment and special tax formulas, some of which have been in use since 1985, are based on a variety of methodologies that have withstood the test of time. Our firm's objective has been to take a balanced approach and utilize innovative and state-of-the-art techniques that enable all parties to receive the maximum benefit from public financing. DTA is aware of and has contributed to the most innovative and creative concepts in special district financing. DTA's knowledge and experience have allowed the firm to maximize the capacity of land-secured financing programs while minimizing burdens on homebuyers and other property owners. Today, DTA continues to seek innovative solutions and refine our work product to better serve and protect our clients.
- Adaptability:** Each member of DTA's professional staff has considerable experience in computer-based financial analyses and modeling. This experience gives DTA the ability to adapt and create new models to meet any of the City's changing needs.
- High-Level Support:** DTA's clients receive high levels of personal attention from senior staff, with a Principal, Senior Vice President, or Vice President always available to meet with public agency staff and other groups. Due to the loyalty of DTA's senior staff, many of whom have worked with us for 20 years or more, DTA is able to offer a level of management expertise that is unequalled throughout the field of assessment/special tax consulting.
- Analytical Capabilities:** DTA utilizes MuniAnalytics, a proprietary software developed by DTA as the most advanced cloud-based system available, for all of its special tax/assessment administration. This software allows DTA to easily automate the management of district data, including parcels and property ownership, and calculation of special tax/assessment rates. MuniAnalytics is capable of managing large, complex districts, year after year, while maintaining historical data for audit and compliance

purposes. MuniAnalytics leverages a rule-based approach, allowing DTA to model each district's special tax/assessment formula in order to consistently automate the assignment of property classifications and calculation of special tax/assessment rates for individual parcels. In addition to system validations, DTA is able to visually verify the results using detailed summarization screens to show the allocation of tax classifications and combined totals for each class. Extensive reporting and dashboards provide even further visualization of the resulting data that can be easily shared among the team.

With MuniAnalytics, DTA can enforce governance over each phase of a district's administration life cycle. This allows DTA staff to focus on quality and consistency while leveraging technology to ensure process and data compliance. These and other advantages are discussed below.

- **Web-Based:** MuniAnalytics is web-based and accessible using a browser anytime and anywhere. Data is encrypted using 128-bit encryption and only available to users with authorization. Authorized users have access to district data and can view district information at any point in a district's administration life cycle.
- **Data Governance:** MuniAnalytics performs data consistency and validation checks for data entered into the system. This ensures the integrity and completeness of all district data. Once a district is established in MuniAnalytics, the data is automatically versioned each fiscal year. This maintains a snapshot in time for past work completed and ensures the current fiscal year is always working with the latest version of the data. Versioning the data also eliminates the need for manual data processing, which is subject to human error and transposition.
- **Process Governance:** MuniAnalytics enforces a consistent process for administering districts. This allows DTA staff to focus on quality and customer service. The system guides administrators through a process of calculations and validation steps while providing tools to inspect and verify the quality and consistency of the resulting calculations.
- **Partitioning, Data Isolation, and Integrity:** MuniAnalytics is based on a cloud computing paradigm. Data are stored on highly redundant and encrypted disk arrays. The data for each district is partitioned and versioned. This allows MuniAnalytics to store historical data going back decades that can be searched and recalled instantly using a simple web browser. This data is also available for reporting and trend analyses.
- **Security, Authorization, and Auditing:** The district administration functions of MuniAnalytics are only accessible to authorized users. Every access attempt, whether successful or not, is audited. Once authorized, any changes to district data are also audited. In addition to the versioning capabilities of the system, it is possible to determine who changed what and when.



SECTION III PROJECT AND TEAM EXPERIENCE

C Special District Administration Experience

In addition to being the State of California's leading Special Tax Consultant for the formation of various public financing districts, DTA has also been a State leader in the enrollment and collection of special taxes and assessments for 35 years.

DTA has been a leader in the enrollment and collection of special taxes for 35 years.

Therefore, unlike many consulting firms, we bring a depth of experience that is only achieved by providing consulting services on both the formation and administration of special districts. Furthermore, DTA's ability to retain the vast majority of its senior employees enables our firm to provide management expertise that is without peer in the special tax consulting field. The fact that DTA, unlike other firms, encourages its employees to work on both the formation and administration of special financing districts has provided our staff with a much more comprehensive understanding of the details involved in implementing a successful special financing district.

Our staff is extremely knowledgeable with respect to the relevant law governing the enrollment of special taxes and assessments and has helped establish the industry's practices through our participation in various trade groups, such as the California Society of Municipal Finance Officers ("CSMFO"), CASTOFF, and CASH. We are also intimately familiar with County Auditor-Controller, Assessor, Treasurer-Tax Collector, and Recorder practices, which is critical for the successful administration of special districts. DTA fully utilizes all internet resources and our staff regularly accesses Assessor and title company files, as necessary, to establish overlapping debt information and perform other due diligence functions related to special district formation and annual administration.

DTA has been singularly responsible for a majority of the technical innovations that have occurred in the special tax consulting field and many of these innovations are now considered standards in the industry.

Special district administration consulting services provided by DTA include the following:

- **Data Collection:** DTA would meet with County staff to establish and/or review procedures for capturing data (e.g., approved tentative maps, recorded final maps, building permits, and the status of district-funded improvements). District information would be maintained in a relational database with the APN as the key field. Changes to the district database would be recorded independently, with actual updates made programmatically to increase accuracy, preserve history, and leave an audit trail. In other words, parcel deletions and additions and building permit information would be recorded in separate files and then programmatically linked to the district database in order to reflect changes.
- **Bond Fund Accountability Analysis:** DTA maintains its own bond account database that allows us to produce management-level Account Activity Reports. This facilitates indenture compliance review and the reconciliation of disbursements, special tax receipts, and investment earnings. In our experience, trust account statements are virtually useless for management purposes. There is simply too much paper with a 5 to 10-page statement produced for each account each month. DTA rekeys the statement

data into a database and is able to run consolidated reports for any time period that show all accounts on a single page. Inconsistencies with the indenture would be communicated to the trustee.

- **Calculation and Enrollment of Special Taxes:** Using the data compiled in the bond fund accountability analysis, DTA would prepare a year-end analysis of the sources and uses of funds. Budgeted revenues and expenditures would be compared to actuals and year-end balances would be estimated. DTA would determine the coming year's CFD expenditures, calculate the special tax rates, and enroll the special taxes with the County.
- **Public Information:** DTA would serve as the point of contact for taxpayers and other interested parties. Our professionals can be reached using a toll-free "800" number and would respond to telephone inquiries directly and/or in writing, as requested. DTA, upon request, would also visit builders' sales offices to verify the accuracy of information provided by the sales staff. DTA professional staff is available to conduct training sessions with builders' sales staff and realtors to facilitate the disclosure of accurate information.
- **Delinquency Management:** DTA would meet with County staff to review existing and/or establish delinquency management guidelines to ensure appropriate procedures are in place in the event foreclosure action is required and guarantee compliance with appropriate bond covenants. DTA would review property tax payment data and prepare a report that lists each delinquent parcel and the corresponding amount of delinquent special taxes. Delinquency data would be reviewed after each tax installment due date, at the end of the County's fiscal year, and prior to the initiation of foreclosure proceedings. Delinquency Notices would be mailed in accordance with the established delinquency management procedures.
- **Municipal Disclosure:** DTA would prepare and file the various Disclosure Reports required in connection with CFDs and coordinate with the County's Financial Advisor on an overall municipal bond disclosure program. Disclosure Reports would include the Mello-Roos Yearly Fiscal Status Report that's filed with California Debt and Investment Advisory Commission ("CDIAC") required pursuant to Section 53359.5 of the Government Code; the Annual Report of revenues, expenditures, and status of improvements as specified in Government Code Section 50075.3; Periodic Continuing Disclosure Reports required in connection with the issuance of bonds; and the Notice of Special Tax for resale properties pursuant to Section 1102.6b of the Civil Code and Section 53340.2 of the Government Code.

DTA uses MuniAnalytics, a proprietary software that automates the management of district data and calculation of tax rates.
- **Automation Software:** DTA utilizes MuniAnalytics, a proprietary software developed in-house as the most advanced cloud-based system available, for its special tax/assessment administration. This software allows DTA to easily automate the management of district data, including parcels and property ownership, and calculation of special tax/assessment rates. MuniAnalytics is capable of managing large, complex districts, year after year, while maintaining historical data for audit and compliance



SECTION III PROJECT AND TEAM EXPERIENCE

purposes. MuniAnalytics leverages a rule-based approach, allowing DTA to model each district's special tax/assessment formula in order to consistently automate the assignment of property classifications and calculation of special tax/assessment rates for individual parcels. In addition to system validations, DTA is able to visually verify the results using detailed summarization screens to show the allocation of tax classifications and combined totals for each class. Extensive reporting and dashboards provide even further visualization of the resulting data that can be easily shared among the team.

With MuniAnalytics, DTA can enforce governance over each phase of the district administration lifecycle. This allows DTA staff to focus on quality and consistency while leveraging technology to ensure process and data compliance.

- **Program Management:** DTA's engineering staff can help to smooth the transition from the design and finance stage to actual construction. DTA's program management services include critical path scheduling, cash flow reporting, value engineering, status reporting, funding assistance, bid solicitation and analyses, contract administration, contract change management, claim resolution, constructability review, utility coordination, schedule analyses, and project coordination.

D Relevant Experience

Table 1 lists a selection of public agency contracts with similar public financing scopes of work that DTA has been awarded during the last 5 years. DTA served as the lead consultant for each of the efforts noted below and key personnel included the proposed project team members, along with other DTA staff. For each of these projects, additional client contact information can be provided upon request.



**SECTION III
PROJECT AND TEAM EXPERIENCE**

Table 1: List of Recent Contracts

Client	Client Contact	Phone No.	Term of Contract	Type of Service
City of San Mateo	Hossein Golestan	(650) 522-7102	2008-Present	District Formation and Administration
County of Orange	Suzanne Luster	(714) 834-5632	1986-Present	District Formation and Administration
County of San Bernardino	Donna Shiley	(909) 386-8830	2002-Present	District Formation and Administration
Lake Arrowhead Community Services District	John O'Brien	(909) 336-7108	2009-Present	District Formation and Administration
Borrego Water District	Jessica Clabaugh	(760) 767-5806	1995-Present	District Formation and Administration
Rancho California Water District	Jeff Armstrong	(951) 296-6900	1995-Present	District Formation and Administration
Santa Margarita Water District	Paul Pender	(949) 459-6507	1999-Present	District Formation and Administration
CSCDA	James Hamill	(925) 476-5644	2001-Present	District Formation and Administration
Elsinore Valley Municipal Water District	Margie Armstrong	(951) 674-3146 x8306	1999-Present	District Formation and Administration
Schell-Vista Fire Protection District	Jeanne Williams	(707) 287-2272	1996-Present	District Formation and Administration
Casitas Municipal Water District	Steve Wickstrum	(805) 649-2251	2015-Present	District Formation and Administration
City of Fontana	Lisa Strong	(909) 350-7671	1991-Present	District Formation
City of Irvine	Kristin Griffith	(949) 724-6154	1998-April 2020	District Formation and Administration
City of Los Angeles	Ha To	(213) 473-7526	1994-Present	District Formation and Administration
County of Los Angeles	John Patterson	(213) 974-7175	1998-Present	District Formation and Administration
City of South San Francisco	Richard Lee	(650) 829-6619	2015-Present	District Formation
Temescal Valley Water District	Jeff Pape	(951) 277-1414	2015-Present	District Formation and Administration
City of Fullerton	Kriste Saldaña	(714) 738-6521	1992-Present	District Formation and Administration
City of Ione	Jane Wright	(209) 274-2412	2005-Present	District Administration and Refunding/Workout
City of Rancho Cucamonga	Noah Daniels	(909) 477-2700 x2403	2002-Present	District Formation
City of Redwood City	Sylvia Bravo Peters	(650) 780-7070	2010-Present	District Administration and Refunding/Workout
City of Simi Valley	Dan Paranick	(805) 583-6701	2005-Present	District Formation and Administration
Granada Sanitary District	Delia Comito	(650) 726-7093	2009-Present	District Administration
Rancho Santa Fe Community Services District	Chuck Duffy	(760) 479-4125	2006-Present	District Administration and Refunding/Workout
Capistrano Bay Community Services District	Donald Russell	(949) 496-6576	1998-Present	District Formation and Administration
City of Malibu	Reva Feldman	(310) 456-2489 x226	1997-Present	District Formation and Administration
City of Richmond	Yader A. Bermudez	(510) 620-6530	2015-Present	District Administration



**SECTION III
PROJECT AND TEAM EXPERIENCE**

Client	Client Contact	Phone No.	Term of Contract	Type of Service
City of San Juan Bautista	Ed Tewes	(831) 623-4661	2018-Present	District Formation
City of Soledad	Donald Wilcox	(831) 223-5173	2015-Present	District Formation and Administration
County of Riverside	Brian Nestande	(951) 955-1110	2017	Enhanced Infrastructure Financing District ("EIFD") Consultation
County of Marin	Leelee Thomas	(415) 473-6697	2015-Present	District Formation and Administration
Tejon Ranch Public Facilities Financing Authority	Allen Lyda	(661) 248-3000	2000-Present	District Formation and Administration
City of San Marcos	Isaac Etchamendy	(760) 744-1050 x3273	1988-Present	District Formation and Administration
County of Contra Costa	Marie O. Rulloda	(925) 646-2186	2000-Present	District Administration
County of Imperial	Lorraine Martinez	(442) 265-1119	1998-Present	District Formation and Administration
CSUCI Site Authority	Missy Jarnagin	(562) 951-4674	2004-Present	District Formation and Administration
Santa Barbara County	Ryder Bailey	(805) 568-3526	2002-Present	District Formation and Administration
City of Show Low, AZ	Justin Johnson	N/A	2014-Present	Annual Disclosure
County of Madera	Eric Fleming	(559) 675-7703	2000-Present	EIFD Formation and Administration
City of Anaheim	Debbie Moreno and/or Rudy Emami	(714) 765-5195 (714) 765-5176	1990-Present	District Formation and Administration
City of Montclair	Janet Kulbeck	(909) 625-9411	2011-Present	District Formation and Administration
City of Buena Park	Sung Hyun	(714) 562-3713	2001-Present	District Formation and Administration
City of Cathedral City	Kevin Biersack	(760) 770-0378	2001-Present	District Formation and Administration
City of Tustin	John Buchanan	(714) 573-3107	2000-Present	District Formation
City of Oceanside	Michael Gossman	(760) 435-3065	2000-Present	District Formation and Administration
North County Fire Protection District	Stephen Abbott	(760) 723-2012	2017-Present	District Formation
City of Cupertino, Public Works	Alex Wykoff	(408) 777-3255	July 2019-Present	Storm Drain Fee Administration
Lake Canyon Community Service	Stacey Johnson	(408) 834-7745	July 2019-Present	Community Services District Administration
Lions Gate Community Services District	Kurtis Shenefiel	(408) 226.3300	July 2019-Present	Community Services District Administration
San Martin County Water District	Peter Forest	(408) 683-4101	July 2019-Present	Parcel Tax Administration
Santa Clara County Library	Chuck Griffen	(408) 293-2326 x3003	July 2019-Present	CFD Administration
Silver Creek Valley Country Club	Ed Abelite	(408) 221-6259	July 2019-Present	Geologic Hazard Abatement District Administration

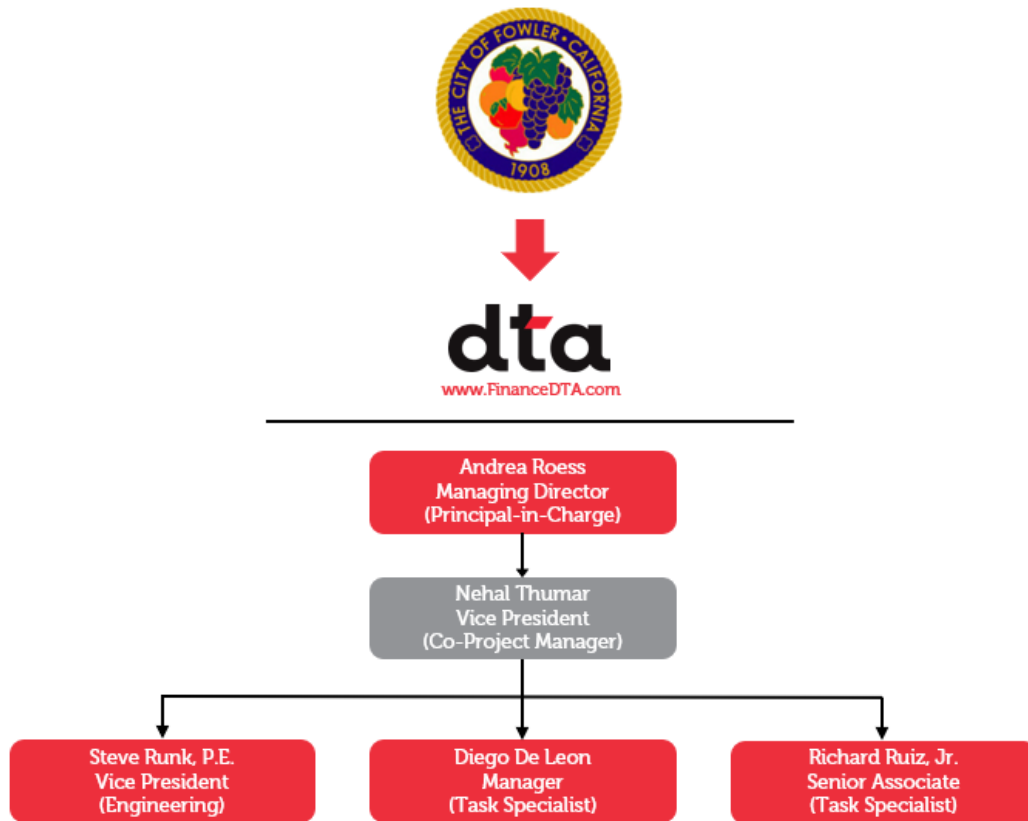


**SECTION IV
KEY PERSONNEL**

IV KEY PERSONNEL

DTA has assigned personnel to this project who bring experience and technical expertise to each unique element of study. Our team organization is illustrated below. Project roles of our key team members are described below and followed by professional biographies. All personnel will be available full-time (100%) for the duration of the project.

Figure 1: Team Organization Chart



DTA has assembled a project team for the City with the breadth of experience required to provide consulting services in a professional and timely manner. **This project would be primarily handled out of the Newport Beach office.** Andrea Roess, Managing Director, would be the Principal-in-Charge and have the City’s primary account responsibility. She will be assisted by Nehal Thumar, a Vice President at DTA, Steve Runk, P.E., Vice President of Engineering Services at DTA, Diego De Leon, a Manager at DTA, Richard Ruiz, a Senior Associate at DTA, and other support staff.

Steve Runk, P.E., the Vice President of Engineering Services, will provide engineering expertise, prepare and/or review facilities cost estimates, and contribute to the apportionment analysis for property included in the proposed CFD.



Nehal Thumar, a DTA Vice President, Diego De Leon, a DTA Manager, and Richard Ruiz, a DTA Senior Associate, will also assist in providing senior-level analysis, reviewing progress and work products, and finalizing report documentation.

Key personnel will be available to the extent proposed, or designated by the City, for the duration of the project and no person designated as “key” to the project shall be removed or replaced without the prior written concurrence of the City. In addition, DTA is not behind schedule or past the completion date for any active projects and has a long history of delivering projects on a timely basis and adhering to agreements.

DTA has an enviable reputation for producing high-quality work in a quick and efficient manner to correspond with even the most aggressive project schedule. DTA’s clients also receive high levels of personal attention from senior staff, with a Principal, Senior Vice President, or Vice President always available to meet with public agency staff and other groups.

According to the SEC, as of September 12, 2017 (due to a new regulatory requirement), representatives of Municipal Advisor firms must have earned the Series 50 license in order to engage in municipal advisory activities. DTA managers at the Vice President level and above are Series 50 licensed and therefore duly authorized by the SEC/MSRB to engage in municipal advisory activities.

A DTA Team Biographies

Andrea Roess

Managing Director | Andrea@FinanceDTA.com

Project Role – Principal-in-Charge



Since joining DTA in 1992, Ms. Roess has participated in all aspects of the formation and implementation of special finance districts to fund infrastructure and services. She has managed the formation and annual administration of more than 300 land-secured financing districts, including several PACE programs. In addition, Ms. Roess established and manages DTA’s water and sewer practice and is a leader in the development of PACE programs.

Ms. Roess has utilized her computer skills to develop numerous state-of-the-art computer models that evaluate cash flows related to funding infrastructure and public services. This ability has enabled her to develop sophisticated bond structuring concepts for CFDs and ADs, as well as complex fiscal impact and fee impact models. She has also prepared hundreds Engineer’s Reports for ADs and been involved in the development of escrow release formulas and bond pool financing structures.

Ms. Roess has experience in the preparation of PFFPs, Water/Sewer Revenue Bond analyses, and tax increment analyses. She is also the Project Manager in charge of annual special tax administration for more than 120 financing districts throughout California, Hawaii, and Nevada. In addition, Ms. Roess has prepared numerous fee and rate studies for various public agencies, including cities, counties, and water districts. In recent years, Ms. Roess has completed impact fee studies for numerous municipalities, including the Cities of Anaheim, Brawley, Hesperia, and Redlands, County of Riverside, Jurupa Area Recreation and Park District, and San Geronio Pass Water Agency.

Ms. Roess holds an M.B.A. degree with a concentration in finance from San Francisco State University and a B.A. in psychology/public policy analysis from Pomona College.

Ms. Roess is also active in industry groups, including Women in Public Finance, CSMFO, and many others. In addition, Ms. Roess serves on the Board of Directors for the Association of Women in Water, Energy, and Environment (“AWWEE”) and has participated on numerous panels and workshops related to public financing. She also holds a Series 50 license as a registered Municipal Advisor with the SEC/MSRB under rules promulgated following the Dodd-Frank Act in 2010.

Nehal Thumar

Vice President | Nehal@FinanceDTA.com
Project Role – Co-Project Manager

Since joining DTA in 2000, Mr. Thumar has been involved in all aspects of the formation and implementation of numerous Mello-Roos CFDs located throughout California. Mr. Thumar’s responsibilities related to these CFDs have included the preparation of tax spread proforma analyses, RMAs, Public Reports, and overlapping debt analyses. In addition, he has managed the annual administration of over 25 CFDs in Southern California and prepared due diligence, tax projections, and Disclosure Reports related to land-secured bond issuances for numerous clients in California, Nevada, and Arizona.



Mr. Thumar has also prepared Consultant Reports and tax increment models for numerous Redevelopment Project Areas (“RPAs”) located within the City of San Diego and Fiscal Impact Reports (“FIRs”) for various public agency clients. In addition, Mr. Thumar has worked on the preparation of numerous fee and rate studies for various public agencies, including cities, counties, and water districts. His work during the impact fee justification and apportionment analysis process for each respective project has included the preparation of capital improvement and public facilities needs lists, fee model development, report writing, data collection, and interactions with city/county staff and key stakeholders. In recent years, Mr. Thumar has completed impact fee studies for numerous municipalities, including the Cities of Anaheim, Brawley, Hesperia, and Redlands and the Jurupa Area Recreation and Park District.

Mr. Thumar received his M.B.A. degree with a concentration in finance and Bachelor of Arts degree in economics in 2005 and 2000, respectively, from the University of Southern California. He also holds a Series 50 license as a registered Municipal Advisor with the SEC/MSRB under rules promulgated following the Dodd-Frank Act in 2010.

Steve Runk, P.E.

Vice President, Engineering Services | Steve@FinanceDTA.com

Project Role – Engineer (State License Number C23473 – California Registered Civil Engineer)



Mr. Runk has over 45 years of experience in the design and construction management of major civil engineering projects, including roadways, bridges, sewer and water improvements, and flood control facilities, grading for public works projects, and construction of commercial and industrial buildings. Mr. Runk's specific responsibilities have included design, quality control, specifications, estimates, construction bid packages, construction coordination and management, cost analyses and cost control, scheduling, manpower forecasting, staffing, and marketing. He has also assisted public agencies and developers in the procurement of funding from the California Department of Transportation ("Caltrans") and other Federal and state agencies.

Mr. Runk has a proven track record of meeting schedules and adhering to budgets. Since joining DTA in 2000, he has worked with local agencies to resolve community issues and negotiate scope changes with contractors to ensure the timely and satisfactory completion of construction projects. He has also acted as the Project Manager for the establishment of ADs and preparation of numerous AB 1600 DIF justification studies. Mr. Runk specializes in preparing assessment apportionment formulas and fee studies for roads, storm drains, and water and wastewater facilities. He has been involved in preparing needs lists and apportioning facilities costs for many of DTA's AB 1600 studies, including those in the Cities of Anaheim, Brawley, Coachella, Chino Hills, Hesperia, Paso Robles, San Luis Obispo, Tustin, and Victorville, as well as the County of San Bernardino and a number of water districts, including the San Gorgonio Pass Water Agency. He was also closely involved in DTA's previous work as the AB 1600 consultant for the County of Riverside.

Prior to joining DTA, Mr. Runk, as the Senior Construction Manager for Holmes & Narver, Inc., successfully completed the construction of the SR-41 Freeway in Fresno County, which was the County's first Measure "C" sales tax-funded freeway. Prior to this project, Mr. Runk successfully completed the construction of the SR-71 Freeway in Chino/Chino Hills, California. This \$98 million project was the first Measure "M" sales tax-funded project for the San Bernardino Associated Governments ("SANBAG"). Mr. Runk's responsibilities on both projects included contract management, quality control, public relations, cash flow analyses, project closeout, and compliance with Federal and State funding requirements.

Previously, Mr. Runk held positions with various public and private engineering entities in which he delivered projects requiring a wide variety of engineering expertise. He holds a B.S. in engineering from the University of California at Los Angeles and an M.S. in civil engineering from California State University at Long Beach. Mr. Runk is a registered Civil Engineer in the State of California.



SECTION IV KEY PERSONNEL

Diego De Leon

Manager | Diego@FinanceDTA.com

Project Role – Task Specialist

Mr. De Leon has a background in economics and accounting. He joined DTA in the summer of 2015 and has since assisted in the formation and administration of over 50 CFDs and ADs within California. Mr. De Leon has been responsible for conducting due diligence, performing overlapping debt and value-to-lien analyses, and reviewing account statements. Additionally, his annual administrative duties have involved the preparation of numerous Administrative Reports and Disclosure Reports pertaining to land-secured bond issuances. With respect to special district formation, Mr. De Leon has experience in the preparation of tax spread proforma analyses, RMAs, CFD Reports, and overlapping debt analyses.



He received his B.A. in economics, with a minor in accounting, in 2015 from the University of California, Irvine.

Richard Ruiz, Jr.

Senior Associate | Richard@FinanceDTA.com

Project Role – Task Specialist



Mr. Ruiz has a background in econometrics and industrial organization. Since joining DTA, he has been involved in the formation and administration of numerous CFDs, ADs, and LLDs throughout California and several other states, including Texas, North Carolina, and Utah. His responsibilities related to these projects have included the development of tax spread proforma analyses and preparation of overlapping debt analyses. In addition, while at DTA, he has participated in a variety of projects, including fiscal and economic impact studies for cities and counties throughout California, school district rezoning projects, and city/county annexation projects.

Mr. Ruiz also has extensive experience working on the preparation of DIF justification studies for cities and counties in California. His responsibilities during the impact fee justification and apportionment analysis process for each respective project include the preparation of capital improvement and public facilities needs lists, data collection, the development and modification of the DIF Report model, the production of a written report, and interactions with city and county staff and key stakeholders. Mr. Ruiz' recent work on DIF studies has included engagements for the Cities of Chino Hills, Colton, Desert Hot Springs, Fowler, Perris, and Victorville and the Counties of San Luis Obispo and Santa Barbara, among others.

Prior to joining DTA, Mr. Ruiz spent 14 years with an energy economics consulting firm that focused on economic and market research studies, mergers and acquisitions analyses, market entry research strategies, and economic due diligence projects for companies seeking equity funding. He has a degree in economics from California State University at Long Beach with a concentration in public finance.

V REFERENCES

DTA is forming and administering hundreds of special districts throughout California. For the purposes of references, however, DTA has enclosed detailed project descriptions for five (5) public agencies for whom we have provided special district administrative services in California within the last 5 years. We encourage you to contact any of our references to learn firsthand how well DTA staff meets the needs of its clients.

A Tejon Ranch Public Facilities Financing Authority

Table 2: Reference Information

Location	Tejon Ranch, CA
Client Contact	Allen Lyda
Title	Chief Financial Officer
Address	4436 Lebec Road, Tejon Ranch, CA 93243
Phone Number	(661) 248-3000
E-mail Address	AllenL@TejonRanch.com
Project Budget	\$42,000 (Bond Issuances)

Tejon Ranch was established in 1843 and is located roughly an hour north of downtown Los Angeles. The area encompasses 270,000 acres and is the largest single piece of private property in the State. The Tejon Ranch Company owns the land and is developing several master-planned mixed use residential communities, including a mountain resort community known as Mountain Village at Tejon Ranch.



Tejon Ranch Public Facilities Financing Authority CFD 2008-1

A Joint Powers Authority ("JPA") was created by the County of Kern and Tejon-Castac Water District, known as the Tejon Ranch Public Facilities Financing Authority ("Authority").

On behalf of the Authority, DTA currently performs a review of reimbursement packages submitted by Tejon Industrial Corporation ("TIC") for the reimbursement of planning, design, and construction costs for the project known as Tejon Industrial Complex. As part of our role, DTA verifies that the submittal package is complete,

accurate, and consistent with the Acquisition Agreement, including proof of payment, evidence of satisfactory completion, invoice documentation, consistency with signed contracts and change orders, lien releases where appropriate, and mathematical accuracy. DTA then provides direction to the Authority for the reimbursement, if applicable.

DTA also assisted the Authority with the formation of two CFDs in 2000 and 2008 and the sale of bonds for such CFDs. In addition, DTA helped the Tejon-Castac Water District ("Water District") with the formation of a CFD in early 2021.

The two CFDs formed for the Authority will pay for the costs of public improvements, including street and highway improvements, water and sewer improvements, and public safety facilities. In 2014, DTA assisted the Authority with the sale of \$81.2 million in refunding bonds for the CFD.



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**SECTION V
REFERENCES**

DTA also helped the Authority with the sale of \$22.5 million in refunding bonds in 2012 for CFD No. 2000-1.

In addition, DTA assisted the Authority with the November 2020 issuance of \$20,965,000 in bonds for CFD No. 2008-1. The CFD is located about 25 miles south of the City of Bakersfield and encompasses two zones with a total area of roughly 1,900 acres subject to the CFD special tax. Development in the CFD includes The Outlets at Tejon shopping district and other commercial property, industrial property, and hotel/motel property. Previously, DTA assisted with the formation of CFD No. 2008-1 and issuance of bonds in 2010 and 2015.

CFD No. 2021-1 (Mountain Village) was formed for the Water District in early 2021 and included two improvement areas at the time of formation: Improvement Area No. 1 and Improvement Area M. Improvement Area No. 1 is expected to encompass 749 residential lots, 53,000 building square feet of commercial space, and 255 hotel rooms at build-out. Improvement Area M is expected to include future development in separate improvement areas as development progresses. Bonds are expected to be issued for the CFD in tranches over the next several years as development progresses.

Lastly, DTA has also aided the Authority since the formation of both of their CFDs with the annual administration tasks. For fiscal year 2021-22, DTA enrolled over \$6.1 million in taxes for the Authority's two CFDs.

B County of Fresno

Table 3: Reference Information

Location	County of Fresno, CA
Client Contact	Bernard Jimenez
Title	Assistant Director of Public Works and Planning
Address	2220 Tulare St. 6th Floor, Fresno, CA 93721
Phone Number	(559) 600-4234
E-mail Address	BJimenez@FresnoCountyCA.gov
Project Budget	\$36,500

DTA was hired by the County of Fresno in June 2020 to determine the fiscal impacts on the County and its 15 cities related to the provision of services by the County to the cities. DTA assembled 14 different sets of departmental services provided by the County to the cities and determined the Net County Costs ("NCCs") associated with each of these sets of services during fiscal year 2019-20. Each service cost was increased by a County overhead factor and then reduced by non-discretionary revenues listed in the County budget for each service to determine the NCCs. DTA then developed allocation factors for each service to apportion the NCCs for each service to the 15 cities and the unincorporated County. These allocation factors included cases served, jail bookings, fire protection services calls, registered voter and population information, etc. DTA then summed up the *ad valorem* property taxes, sales taxes, and user taxes and fees collected from



Fresno County Hall of Records, CA

each City and allocated to the County to pay for the services that the City has provided it. The net fiscal impacts for each City in terms of County services NCCs, minus revenues generated by each City on behalf of the County, were then calculated and appropriate property tax sharing formulas were derived between the County and each City. In sum, DTA determined that the County's NCCs for services to the cities in fiscal year 2019-20 equaled \$218.8 million, with the County Sheriff's Office leading the way with \$82.9 million in NCCs. The City of Fresno had the highest NCCs of any City (\$127.0 million). Based on DTA's analysis, the County was required to generate \$135 million from other sources and would require an adjustment in the tax sharing percentage from future City annexations up to a 65%:35% ratio.

C City of Kingsburg

Table 4: Reference Information

Location	City of Kingsburg, CA
Client Contact	Alex Henderson
Title	City Manager
Address	1401 Draper Street, Kingsburg, CA 93631
Phone Number	(559) 897-5821
E-mail Address	AHenderson@CityofKingsburg-CA.gov
Project Budget	\$38,500

DTA recently completed an update of the City of Kingsburg's mitigation fee program and AB 1600 fee justification study for all Citywide facilities. DTA developed a new fee structure that allocated costs Citywide to both residential and various non-residential land uses.



Murphy Windmill, Kingsburg, CA

The updated impact fee levels were documented in a written report prepared under California Government Code 66000 (AB 1600). DTA further assisted with cost estimating, demographic research, presentations before the City Council, and the benchmarking of current and proposed fees against those of peer communities.

In addition, DTA is currently working on the formation of a Mello-Roos CFD to mitigate police and fire protection services shortfalls. This includes working with various departments of City staff to create the City's public facilities needs list for long-term budget and financial planning purposes.



D County of Kings

Table 5: Reference Information

Location	County of Kings, CA	
Client Contact	Domingo Cruz	Kyria Martinez
Title	Administrative Analyst	Assistant County Administrative Office
Address	1400 W. Lacey Boulevard, Hanford CA 93230	
Phone Number	(559) 852-2515	(559) 585-8047
E-mail Address	Domingo.Cruz@Co.Kings.CA.US	Kyria.Martinez@Co.Kings.CA.US
Project Budget	\$35,000	

DTA recently completed an AB 1600 fee justification study for the County of Kings, which is an update to the 2005 fee justification study prepared by another firm. The purpose of the updated study was to recommend fee justification methodologies and fee levels based on a legally supportable analysis of Countywide impact fees required for developing new public facilities within the County. Based on service provider variations across the County’s key areas (Hanford, Corcoran, Lemoore, Avenal, and the Unincorporated County), DTA provided tailored fees for the following capital facility categories: Countywide Public Protection, Fire, Library, Animal Control, and Sheriff Patrol and Investigation (for the Unincorporated County), along with an administrative component.



Kings County Superior Court, CA

The required impact fee levels were documented in a written report prepared under California Government Code 66000 (AB 1600). DTA further assisted with cost estimating, demographic research, presentations before the Board of Supervisors, and the benchmarking of the current and proposed fees against those of peer communities. DTA also assists the County with its compliance and reporting obligations under AB 1600 (Five-Year and Annual Reports) and just completed the County’s Five-Year Report.



E County of Tulare

Table 6: Reference Information

Location	County of Tulare, CA	City of Kingsburg, CA
Client Contact	Aaron Rock	Alex Henderson
Title	Assistant RMA Director - Economic Development and Planning	City Manager
Address	5961 South Mooney Blvd. Visalia, CA 93277	1401 Draper Street Kingsburg, CA 93631
Phone Number	(559) 624-7050	(559) 897-5821
E-mail Address	ABock@TulareCounty.CA.gov	AHenderson@CityofKingsburg-CA.gov
Project Budget	\$31,500	

DTA assisted both Tulare County and the City of Kingsburg, which is in the County of Fresno, with the establishment of two separate Annexable CFDs that fund municipal services in a unique area of development located within the City of Kingsburg and also in an adjacent unincorporated area of neighboring Tulare County. These two CFDs each include both residential and non-residential land use classes. As development occurs, properties are annexed into the appropriate CFD to ensure adequate funding for the authorized County or City services that are needed to serve the new development. DTA also manages the ongoing annual administration of both of these CFDs, including a detailed review of building permit data and calculation of the annual special taxes to be submitted for placement on the property owners' annual tax bills.



Tulare County Sheriff's Office, CA

For fiscal year 2021-22, DTA enrolled over \$145,400 in taxes on approximately 103 parcels for Tulare County and over \$52,000 in taxes on approximately 67 parcels on behalf of the City of Kingsburg. As both of the referenced special districts are annexable CFDs, the number of parcels will increase each year.



**SECTION VI
PROPOSED WORK SCHEDULES**

VI PROPOSED WORK SCHEDULES

DTA’s typical schedule of tasks for a water rate study, including Prop 218 support, is outlined below in Table 7. Our proposed schedule for the formation of an annexable CFD is outlined in Table 8. Given the City’s desired project timeline, this timeline of events can and will be completed within the proposed time frame according to the City’s specifications. The tasks listed in Tables 7-8 may run concurrently.

Table 7: Proposed Schedule for the Water Rate Study

Task	Task Description	Weeks 1 to 4	Weeks 5 to 8	Weeks 9 to 12	Weeks 13 to 16	Weeks 17 to 20	Weeks 21 to 24	Weeks 25-28
1	Demographic Analysis							
2	Analysis of Cost of Service							
3	Evaluate Current Revenue Sources							
4	Recommended Rate Structures							
5	Prepare Draft and Final Reports							
6	Public Notices and Protest Procedure							
7	Meetings, Public Hearings, and Project Coordination							



Table 8: Proposed Schedule for Initial CFD Formation

Task	Task Description	Weeks 1 to 4	Weeks 5 to 8	Weeks 9 to 12	Weeks 13 to 16	Weeks 17 to 20	Weeks 21 to 24
1	Local Goals and Policies						
2	CFD Boundaries (Database Setup)						
3	Registrar of Voter's Certification						
4	Services Cost Apportionment Methodology						
5	Preliminary Special Tax Rates						
6	CFD Proforma						
7	Tax Apportionment Formula						
8	Preparation of Boundary Map (Optional)						
9	Document Review and Preparation						
10	Notice of Special Tax Lien						
11	Meetings and Workshops						



SECTION VII ESTIMATE OF COST

VII ESTIMATE OF COST

DTA's proposed budget is **\$40,000** for the water rate study and **\$25,000** for the formation of an Annexable Services CFD, excluding out-of-pocket expenses. The City shall be charged on a time and materials basis, according to the hourly rates shown in the table below, with invoices being submitted on a monthly basis.

Table 9: DTA's Fee Schedule

Labor Category	Labor Rate
President/Managing Director	\$290/Hour
Senior Vice President	\$250/Hour
Vice President	\$235/Hour
Senior Manager	\$205/Hour
Manager	\$195/Hour
Senior Associate	\$185/Hour
Associate III	\$175/Hour
Associate II	\$165/Hour
Associate I	\$150/Hour
Research Associate II	\$140/Hour
Research Associate I	\$125/Hour

Additional meetings [more than the eight (8) meetings specified in the Scope of Work, including the kickoff meeting] shall be charged at the rate of \$2,500 per in-person meeting. These meetings shall encompass five (5) virtual meetings and three (3) in-person meetings.

Out-of-pocket and administrative expenses shall be equal to 3% of DTA's billings for labor, plus travel expenses and any outside vendor payments, not to exceed of \$3,500. All hourly rates for services apply through June 30, 2022, and are subject to a cost-of-living increase. On or about the first two weeks of each month during which consulting services are rendered hereunder, DTA shall present to the City an invoice covering the current consulting services performed and reimbursable expenses incurred pursuant to this Notice of Authorization. Invoices shall be paid by the City within 30 days of the date of each invoice. A 1.2% charge may be imposed monthly against accounts that are not paid within 45 days of the date of each invoice. The prevailing party in any legal action brought by one party against the other and arising out of this Consultant Agreement shall be entitled, in addition to any other rights and remedies it may have, to reimbursement for its expenses, including court costs and reasonable attorneys' fees.



A Limitations

A.1 Project Coordination Limitations

DTA will attend up to eight (8) meetings and public hearings on the subject of the rate study and CFD. These meetings shall encompass five (5) virtual meetings and three (3) in-person meetings.

- Project orientation and kickoff meeting with City staff;
- Up to three (3) public meetings, including City Council meetings and hearing(s);
- Up to two (2) rate workshops with City staff and the City Council; and
- Minimum of two (2) community meetings to inform the public of any rate changes prior to the Prop 218 hearing.

A.2 Water Rate Study Limitations

Detailed written responses to resolve disputes or the preparation of more than one set of major revisions to each Draft Report will be classified as Additional Work and billed at the hourly rates identified in the table above. Other examples of Additional Work shall include:

- Additional analyses based on revised assumptions requested by the City after the Draft Report is prepared;
- Additional coordination required for timely data collection;
- More than two (2) review and revision cycles, including the report outline and Draft Report;
- Reproduction of more than five (5) copies of Draft or Final Reports; and
- Mailing/posting of the public notices.

A.3 CFD Formation Limitations

Should improvement areas or zones be established within the CFD that are characterized by more than one set of special taxes, additional time and materials *may* be charged, up to a maximum of \$6,000 per improvement area or zone, if these improvement areas or zones cause the maximum fee levels listed above to be exceeded. Any additional tasks and professional services beyond those described in the Scope of Work will be billed at the hourly rates listed in Table 9.

Any additional tasks not listed in Section C of the Scope of Work that are assigned by the City shall require fees above the maximum amount listed and be billed at the hourly rates listed above if the total fee listed above has been exceeded.

Tasks related to future annexations of property to the initial CFD will be covered under a separate agreement.



**SECTION VIII
CONTRACT TERMINATIONS**

VIII CONTRACT TERMINATIONS

DTA has not experienced any such termination for default or early termination in the past 5 years, nor in the firm's history.



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