



**SPECIAL MEETING OF THE FOWLER CITY COUNCIL
AGENDA
MONDAY, MARCH 6, 2023
6:00 P.M.
CITY COUNCIL CHAMBER
128 SOUTH 5TH STREET
FOWLER, CA 93625**

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

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

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

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

<https://us06web.zoom.us/j/86834382715?pwd=ZTg1bEYvWEFHL1M3NnZVMm9JSGZSZz09>

Telephone Number: (253) 215-8782

Meeting ID: 868 3438 2715

Passcode: 067957

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.fowlercivcity.org.

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

1. Meeting Called to Order
2. Roll Call
3. Invocation by Pastor Wally Roberts of Rose of Sharon Church
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 March 6, 2023
- 6-B. APPROVE Minutes of the February 21, 2023 City Council Meeting
- 6-C. ACCEPT Various Donations to the City for State of the City Breakfast (Finance)
- 6-D. APPROVE a first amendment to the agreement with Gary V. Bufkin Computer Consulting in an amount not to exceed \$15,000 on a time and materials basis, for

SolarApp+ implementation and permit system reconfigurations, through June 30, 2024, and authorize the City Manager to negotiate the agreement (Planning)

- 6-E. Recommend that the City Council of the City of Fowler accept the 2022 Annual Progress Report for the City of Fowler General Plan and Housing Element, and direct staff to submit the report to the California Office of Planning and Research (OPR), and the California Department of Housing and Community Development (HCD) (Planning)
- 6-F. APPROVE an agreement with HdL EconSolutions for retail attraction services in an amount not to exceed \$14,500 on a lump-sum basis and \$35,000 on a time and materials basis, through June 30, 2024, and authorize the City Manager to negotiate the agreement (Planning)
- 6-G. ACCEPT the City-Wide Meter Replacement Project for FY 2021-22 (Public Works)
- 6-H. APPROVE Resolution No. 2627, A Resolution of the City Council of the City of Fowler Terminating the Declared Local Emergency (COVID-19) and Repealing Resolution No. 2461, and Thereby Repealing All Emergency Orders in the City of Fowler (City Attorney)
- 7. Contested Consent Calendar - Items pulled from the Consent Calendar will be heard individually immediately after action is taken on the Consent Calendar.
- 8. General Administration
 - 8-A. Police Department
 - i. CONSIDER alternatives and provide staff direction on the David T. Cardenas Senior Center and Police Headquarters
- 9. City Attorney
 - 9-A. AB 2449 overview and discuss remote participation alternatives for Council members at City Council meetings
 - 9-B. PROVIDE staff direction on remote teleconferencing for public participation at City Council meetings
- 10. Staff Communications (City Manager)
- 11. Councilmember Reports and Comments
- 12. Closed Session
 - 12-A. Government Code Section 54956.8
Conference with Real Property Negotiator
Property: Portion of APN 343-030-1
Agency Negotiator: Wilma Tucker, City Manager
Negotiating Party: Sunshine Raisin Corporation
Under Negotiation: Price and terms of potential purchase

- 12-B. Government Code Section 54957
Public Employee Appointment
Title: City Clerk
- 12-C. Government Code Section 54957
Public Employee Performance Evaluation
Title: City Manager
- 12-D. Government Code Section 54957.6
Conference with Labor Negotiators
Agency designated representative: City Attorney
Unrepresented employee: City Manager

13. Adjourn

Next Ordinance No. 2023-04
Next Resolution No. 2628

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 Thursday, March 2, 2023.

Angela Vasquez

Angela Vasquez
Deputy City Clerk

CITY OF FOWLER
 WARRANTS LIST
 March 6, 2023

<u>ACCOUNTS PAYABLE CHECKS</u>	<u>CHECK NUMBERS</u>	<u>CHECK DATES</u>	<u>AMOUNT</u>
Regular checks	40886-40952	February 16 thru March 1	\$ 321,602.50
TOTAL ACCOUNTS PAYABLE CHECKS			\$ 321,602.50
 <u>PAYROLL COSTS</u>			
Second February Bi-Monthly Payroll		February 28, 2023	\$ 106,803.04
TOTAL PAYROLL COSTS			\$ 106,803.04
TOTAL CASH DISBURSEMENTS			\$ 428,405.54

NOTE:

Check #40893	Void Check
Check #40900	Void Check
Check #40908	Void Check

SUPERION
 DATE: 03/01/2023
 TIME: 19:54:59

CITY OF FOWLER
 CHECK REGISTER - DISBURSEMENT FUND

PAGE NUMBER: 1
 ACCTPA21

SELECTION CRITERIA: transact.check_no between '40886' and '40952'
 ACCOUNTING PERIOD: 9/23

FUND - 100 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DEPT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1001	40886	02/22/23	14152	A-C ELECTRIC CO	5000	SCADA REPAIR	0.00	979.00
1001	40886	02/22/23	14152	A-C ELECTRIC CO	6200	STREET LT GOLDN/MANN	0.00	364.00
TOTAL CHECK							0.00	1,343.00
1001	40887	02/22/23	14519	AMAZON CAPITAL SERVICES	6025	CITY CLERK SUPPLIES	0.00	7.46
1001	40888	02/22/23	14330	B&P PEST PROS	6700	PEST CONTROL 2/22/23	0.00	95.00
1001	40888	02/22/23	14330	B&P PEST PROS	6130	PEST CONTROL 2/22/23	0.00	95.00
1001	40888	02/22/23	14330	B&P PEST PROS	6020	PEST CONTROL 2/22/23	0.00	90.00
TOTAL CHECK							0.00	280.00
1001	40889	02/22/23	10026	BCT CONSULTING	6150	SERVICE CALLS	0.00	375.00
1001	40889	02/22/23	10026	BCT CONSULTING	6030	SERVICE CALLS	0.00	375.00
1001	40889	02/22/23	10026	BCT CONSULTING	5000	SERVICE CALLS	0.00	375.00
1001	40889	02/22/23	10026	BCT CONSULTING	6120	SERVICE CALLS	0.00	375.00
TOTAL CHECK							0.00	1,500.00
1001	40890	02/22/23	13636	BIG TEX	6200	STREET SUPPLIES	0.00	523.07
1001	40890	02/22/23	13636	BIG TEX	6200	STREET SUPPLIES	0.00	174.32
TOTAL CHECK							0.00	697.39
1001	40891	02/22/23	10024	BSK ASSOCIATES	5000	WATER TEST	0.00	199.00
1001	40892	02/22/23	10506	CALMAT CO DBA VULCAN MAT	6200	ASPHALT REPAIR	0.00	581.77
1001	40892	02/22/23	10506	CALMAT CO DBA VULCAN MAT	6200	ASPHALT REPAIR	0.00	438.81
TOTAL CHECK							0.00	1,020.58
1001	40893	02/22/23	10056	CITY OF FOWLER TREASURER	6025	PAT ON THE BACK CARDS	0.00	30.00
1001	40893	02/22/23	10056	CITY OF FOWLER TREASURER	6025	PAT ON THE BACK CARDS	0.00	30.00
1001	40893	02/22/23	10056	CITY OF FOWLER TREASURER	6025	BENEFITS DAY SUPPLIES	0.00	48.59
1001	40893	02/22/23	10056	CITY OF FOWLER TREASURER	6025	SESQUICE SUPPLIES	0.00	50.00
1001	40893	02/22/23	10056	CITY OF FOWLER TREASURER	6010	SOC FLYERS	0.00	56.17
1001	40893	02/22/23	10056	CITY OF FOWLER TREASURER	6025	PAT ON THE BACK CARDS	0.00	30.00
1001	40893	02/22/23	10056	CITY OF FOWLER TREASURER	6080	GIFT CARDS	0.00	28.50
1001	40893	02/22/23	10056	CITY OF FOWLER TREASURER	6010	COUNCIL MEETING SUPP	0.00	28.43
1001	40893	02/22/23	10056	CITY OF FOWLER TREASURER	6020	SESQUICE SUPPLIES	0.00	25.00
1001	40893	02/22/23	10056	CITY OF FOWLER TREASURER	6080	EMPLOYEE OF THE QTR	0.00	14.75
1001	40893	02/22/23	10056	CITY OF FOWLER TREASURER	6080	EMPLOYEE OF THE QTR	0.00	10.90
1001	40893	02/22/23	10056	CITY OF FOWLER TREASURER	6025	CITY CLERK FRAME	0.00	9.74
1001	40893	02/22/23	10056	CITY OF FOWLER TREASURER	6010	COUNCIL PHOTOS	0.00	8.66
1001	40893	02/22/23	10056	CITY OF FOWLER TREASURER	6080	COUNCIL PHOTO	0.00	4.33
1001	40893	02/22/23	10056	CITY OF FOWLER TREASURER	6010	COUNCIL PHOTOS	0.00	-8.66
1001	40893	02/22/23	10056	CITY OF FOWLER TREASURER	6025	CITY CLERK FRAME	0.00	-9.74
1001	40893	02/22/23	10056	CITY OF FOWLER TREASURER	6080	EMPLOYEE OF THE QTR	0.00	-10.90
1001	40893	02/22/23	10056	CITY OF FOWLER TREASURER	6080	EMPLOYEE OF THE QTR	0.00	-14.75
1001	40893	02/22/23	10056	CITY OF FOWLER TREASURER	6020	SESQUICE SUPPLIES	0.00	-25.00
1001	40893	02/22/23	10056	CITY OF FOWLER TREASURER	6010	COUNCIL MEETING SUPP	0.00	-28.43
1001	40893	02/22/23	10056	CITY OF FOWLER TREASURER	6080	GIFT CARDS	0.00	-28.50
1001	40893	02/22/23	10056	CITY OF FOWLER TREASURER	6025	PAT ON THE BACK CARDS	0.00	-30.00
1001	40893	02/22/23	10056	CITY OF FOWLER TREASURER	6025	PAT ON THE BACK CARDS	0.00	-30.00
1001	40893	02/22/23	10056	CITY OF FOWLER TREASURER	6025	PAT ON THE BACK CARDS	0.00	-30.00
1001	40893	02/22/23	10056	CITY OF FOWLER TREASURER	6025	BENEFITS DAY SUPPLIES	0.00	-48.59

SUPERION
DATE: 03/01/2023
TIME: 19:54:59

CITY OF FOWLER
CHECK REGISTER - DISBURSEMENT FUND

PAGE NUMBER: 2
ACCTPA21

SELECTION CRITERIA: transact.check_no between '40886' and '40952'
ACCOUNTING PERIOD: 9/23

FUND - 100 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DEPT	-----DESCRIPTION-----	SALES TAX	AMOUNT	
1001	40893	V 02/22/23	10056	CITY OF FOWLER TREASURER	6025	SESQUICE SUPPLIES	0.00	-50.00	
1001	40893	V 02/22/23	10056	CITY OF FOWLER TREASURER	6010	SOC FLYERS	0.00	-56.17	
1001	40893	V 02/22/23	10056	CITY OF FOWLER TREASURER	6080	COUNCIL PHOTO	0.00	-4.33	
TOTAL CHECK								0.00	0.00
1001	40894	02/22/23	12300	COOKS COMMUNICATIONS	6120	RADIO PROGRAMMING #45	0.00	542.70	
1001	40895	02/22/23	12680	COPWARE INC	6120	LEGAL SOURCEBOOK	0.00	705.00	
1001	40896	02/22/23	14429	CORE & MAIN	5000	SUPPLIES STREETS	0.00	12.74	
1001	40896	02/22/23	14429	CORE & MAIN	5000	SUPPLIES STREET	0.00	1,106.62	
TOTAL CHECK								0.00	1,119.36
1001	40897	02/22/23	10124	COUNTY OF FRESNO	6120	PRISONER PROCESSING	0.00	1,575.36	
1001	40898	02/22/23	10084	DEPARTMENT OF JUSTICE	6120	BAC ANALYSIS	0.00	70.00	
1001	40899	02/22/23	14122	DTA	5000	WATER RATE STDY JAN23	0.00	6,501.88	
1001	40900	02/22/23	10488	FOWLER UNIFIED SCHOOL DI	6260	JAN23 FUEL PRADO	0.00	15.11	
1001	40900	02/22/23	10488	FOWLER UNIFIED SCHOOL DI	6200	JAN23 FUEL VASQUEZ	0.00	49.88	
1001	40900	02/22/23	10488	FOWLER UNIFIED SCHOOL DI	5000	JAN23 FUEL DOMINGUEZ	0.00	53.87	
1001	40900	02/22/23	10488	FOWLER UNIFIED SCHOOL DI	6260	JAN23 FUEL WHISENHUNT	0.00	87.78	
1001	40900	02/22/23	10488	FOWLER UNIFIED SCHOOL DI	6260	JAN23 FUEL CABAZAS	0.00	234.84	
1001	40900	02/22/23	10488	FOWLER UNIFIED SCHOOL DI	5000	JAN23 FUEL GARCIA	0.00	255.65	
1001	40900	02/22/23	10488	FOWLER UNIFIED SCHOOL DI	6260	JAN23 FUEL ARREDONDO	0.00	286.71	
1001	40900	02/22/23	10488	FOWLER UNIFIED SCHOOL DI	5000	JAN23 FUEL WHISENHUNT	0.00	394.44	
1001	40900	02/22/23	10488	FOWLER UNIFIED SCHOOL DI	5000	JAN23 FUEL ARANDA	0.00	512.12	
1001	40900	V 02/22/23	10488	FOWLER UNIFIED SCHOOL DI	6260	JAN23 FUEL PRADO	0.00	-15.11	
1001	40900	V 02/22/23	10488	FOWLER UNIFIED SCHOOL DI	6200	JAN23 FUEL VASQUEZ	0.00	-49.88	
1001	40900	V 02/22/23	10488	FOWLER UNIFIED SCHOOL DI	5000	JAN23 FUEL DOMINGUEZ	0.00	-53.87	
1001	40900	V 02/22/23	10488	FOWLER UNIFIED SCHOOL DI	6260	JAN23 FUEL WHISENHUNT	0.00	-87.78	
1001	40900	V 02/22/23	10488	FOWLER UNIFIED SCHOOL DI	6260	JAN23 FUEL CABAZAS	0.00	-234.84	
1001	40900	V 02/22/23	10488	FOWLER UNIFIED SCHOOL DI	5000	JAN23 FUEL GARCIA	0.00	-255.65	
1001	40900	V 02/22/23	10488	FOWLER UNIFIED SCHOOL DI	6260	JAN23 FUEL ARREDONDO	0.00	-286.71	
1001	40900	V 02/22/23	10488	FOWLER UNIFIED SCHOOL DI	5000	JAN23 FUEL WHISENHUNT	0.00	-394.44	
1001	40900	V 02/22/23	10488	FOWLER UNIFIED SCHOOL DI	5000	JAN23 FUEL ARANDA	0.00	-512.12	
TOTAL CHECK								0.00	0.00
1001	40901	02/22/23	11018	HOME DEPOT CREDIT SERVIC	6260	SUPPLIES - PARKS	0.00	8.63	
1001	40901	02/22/23	11018	HOME DEPOT CREDIT SERVIC	6260	SUPPLIES - STREETS	0.00	29.11	
1001	40901	02/22/23	11018	HOME DEPOT CREDIT SERVIC	6020	SUPPLIES - ADMIN	0.00	29.22	
1001	40901	02/22/23	11018	HOME DEPOT CREDIT SERVIC	6200	SUPPLIES - STREETS	0.00	30.40	
1001	40901	02/22/23	11018	HOME DEPOT CREDIT SERVIC	6020	SUPPLIES - ADMIN	0.00	44.37	
1001	40901	02/22/23	11018	HOME DEPOT CREDIT SERVIC	6130	SUPPLIES - FIRE	0.00	81.67	
1001	40901	02/22/23	11018	HOME DEPOT CREDIT SERVIC	6200	SUPPLIES-STREETS	0.00	87.09	
1001	40901	02/22/23	11018	HOME DEPOT CREDIT SERVIC	6260	SUPPLIES - PARKS	0.00	95.11	
1001	40901	02/22/23	11018	HOME DEPOT CREDIT SERVIC	6260	SUPPLIES - PARKS	0.00	142.61	
TOTAL CHECK								0.00	548.21
1001	40902	02/22/23	10189	LEAGUE OF CALIFORNIA CIT	6020	MEMBERSHIP DUES 2023	0.00	117.48	

SUPERION
 DATE: 03/01/2023
 TIME: 19:54:59

CITY OF FOWLER
 CHECK REGISTER - DISBURSEMENT FUND

PAGE NUMBER: 3
 ACCTPA21

SELECTION CRITERIA: transact.check_no between '40886' and '40952'
 ACCOUNTING PERIOD: 9/23

FUND - 100 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DEPT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1001	40903	02/22/23	10201	METRO UNIFORM & ACCESSOR	6120	PD UNIFORMS BARRETT	0.00	82.71
1001	40903	02/22/23	10201	METRO UNIFORM & ACCESSOR	6120	UNIFORMS SALAS	0.00	93.61
1001	40903	02/22/23	10201	METRO UNIFORM & ACCESSOR	6120	UNIFORMS JIMENEZ	0.00	263.45
TOTAL CHECK							0.00	439.77
1001	40904	02/22/23	14128	MOTTOBILE	6120	MOBIL ANNUAL 2023	0.00	3,500.00
1001	40905	02/22/23	10215	NELSON HARDWARE & GIFTS	6260	SUPPLIES - PARKS	0.00	60.72
1001	40906	02/22/23	10237	P G & E - SACRAMENTO	6200	WALTER/FRES 2/14/23	0.00	13.26
1001	40906	02/22/23	10237	P G & E - SACRAMENTO	6200	TRACT 5834 2/14/23	0.00	47.07
1001	40906	02/22/23	10237	P G & E - SACRAMENTO	6200	TRACT 5212 2/14/23	0.00	98.75
1001	40906	02/22/23	10237	P G & E - SACRAMENTO	6200	T5088 2/14/23	0.00	154.15
1001	40906	02/22/23	10237	P G & E - SACRAMENTO	6200	TRACT 5198 2/14/23	0.00	161.19
TOTAL CHECK							0.00	474.42
1001	40907	02/22/23	14818	PARK PLANET	6260	SHIRAKAWA PARK SIGN	0.00	5,665.73
1001	40908	02/22/23	10249	QUILL	6020	SUPPLIES - ADMIN	0.00	53.37
1001	40908	02/22/23	10249	QUILL	6020	SUPPLIES ADMIN	0.00	53.37
1001	40908	02/22/23	10249	QUILL	6020	SUPPLIES - ADMIN	0.00	-53.37
1001	40908	02/22/23	10249	QUILL	6020	SUPPLIES ADMIN	0.00	-53.37
TOTAL CHECK							0.00	0.00
1001	40909	02/22/23	10254	REDCAT TOWING	6260	TOWING - DUMP TRUCK	0.00	275.00
1001	40910	02/22/23	10518	SIGNMAX!	6200	TRAFFIC SIGNS	0.00	248.02
1001	40911	02/22/23	13543	UNIFIRST CORPORATION	6700	JANITORIAL SN CTR	0.00	62.31
1001	40911	02/22/23	13543	UNIFIRST CORPORATION	6200	MATS/MOPS ADMIN	0.00	71.04
TOTAL CHECK							0.00	133.35
1001	40912	03/01/23	11689	A & C TIRE SERVICE	6200	TIRE REPAIR	0.00	65.00
1001	40912	03/01/23	11689	A & C TIRE SERVICE	6200	FLEET TIRE REPAIR	0.00	113.00
1001	40912	03/01/23	11689	A & C TIRE SERVICE	6200	TIRE REPAIR	0.00	20.00
TOTAL CHECK							0.00	198.00
1001	40913	03/01/23	10007	ALERT-O-LITE, INC	6200	UNIFORMS STREETS	0.00	100.75
1001	40914	03/01/23	14519	AMAZON CAPITAL SERVICES	6030	OFFICE SUPP FIN	0.00	21.78
1001	40914	03/01/23	14519	AMAZON CAPITAL SERVICES	6200	CARB FILTER TRACTOR	0.00	19.07
TOTAL CHECK							0.00	40.85
1001	40915	03/01/23	14576	ANGELA VASQUEZ	6025	TRAVEL VASQUEZ	0.00	724.45
1001	40916	03/01/23	14795	AUTOMATED ACCESS	6200	GATE MAINT PW YARD	0.00	502.92
1001	40917	03/01/23	10024	BSK ASSOCIATES	5000	WATER TEST	0.00	280.00
1001	40918	03/01/23	11291	THE BUSINESS JOURNAL	6150	INTRO ORD 2023-02	0.00	375.00
1001	40918	03/01/23	11291	THE BUSINESS JOURNAL	6150	CUP P.C. 19-02	0.00	375.00
1001	40918	03/01/23	11291	THE BUSINESS JOURNAL	6150	SUM ORD 2023-01	0.00	150.00

SUPERION
 DATE: 03/01/2023
 TIME: 19:54:59

CITY OF FOWLER
 CHECK REGISTER - DISBURSEMENT FUND

PAGE NUMBER: 4
 ACCTPA21

SELECTION CRITERIA: transact.check_no between '40886' and '40952'
 ACCOUNTING PERIOD: 9/23

FUND - 100 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DEPT	-----DESCRIPTION-----	SALES TAX	AMOUNT
TOTAL CHECK							0.00	900.00
1001	40919	03/01/23	10506	CALMAT CO DBA VULCAN MAT	6200	ASPHALT REPAIR PW	0.00	177.51
1001	40920	03/01/23	10056	CITY OF FOWLER TREASURER	6025	DEC PAT ON BACK CARDS	0.00	30.00
1001	40920	03/01/23	10056	CITY OF FOWLER TREASURER	6025	JAN23 PAT ON BACK CAR	0.00	30.00
1001	40920	03/01/23	10056	CITY OF FOWLER TREASURER	6020	SESQUIENT FLOWER	0.00	25.00
1001	40920	03/01/23	10056	CITY OF FOWLER TREASURER	6010	COUNCIL MEETING	0.00	28.43
1001	40920	03/01/23	10056	CITY OF FOWLER TREASURER	6080	GIFT CARD PAT ON BACK	0.00	28.50
1001	40920	03/01/23	10056	CITY OF FOWLER TREASURER	6025	NOV PAT ON BACK CARD	0.00	30.00
1001	40920	03/01/23	10056	CITY OF FOWLER TREASURER	6025	BENEFITS DAY SUPPLY	0.00	48.59
1001	40920	03/01/23	10056	CITY OF FOWLER TREASURER	6025	SESQUICENT SUPPLIES	0.00	50.00
1001	40920	03/01/23	10056	CITY OF FOWLER TREASURER	6010	SOC INVITATIONS	0.00	56.17
1001	40920	03/01/23	10056	CITY OF FOWLER TREASURER	6080	PHOTO PRINT	0.00	4.33
1001	40920	03/01/23	10056	CITY OF FOWLER TREASURER	6010	COUNCIL MEMB PRINT	0.00	8.66
1001	40920	03/01/23	10056	CITY OF FOWLER TREASURER	6025	ARRAMB FRAME CITY CLK	0.00	9.74
1001	40920	03/01/23	10056	CITY OF FOWLER TREASURER	6080	EMP OF QTR BOUQUET	0.00	10.90
1001	40920	03/01/23	10056	CITY OF FOWLER TREASURER	6080	EMP QTR DONUTS	0.00	14.75
TOTAL CHECK							0.00	375.07
1001	40921	03/01/23	10358	CITY OF FRESNO STREET MA	6200	TRAF SIGNAL 4/22-6/22	0.00	8,157.01
1001	40922	03/01/23	10064	COLONIAL LIFE INSURANCE	100	EMP DED FEB 23	0.00	37.18
1001	40922	03/01/23	10064	COLONIAL LIFE INSURANCE	100	EMP DED FEB 23	0.00	47.42
TOTAL CHECK							0.00	84.60
1001	40923	03/01/23	14356	COMCAST	6700	CABLE 2/25-2/24	0.00	119.38
1001	40924	03/01/23	10488	FOWLER UNIFIED SCHOOL DI	6200	JAN23 FUEL-STREETS	0.00	49.88
1001	40924	03/01/23	10488	FOWLER UNIFIED SCHOOL DI	6260	JAN23 FUEL-PARKS	0.00	624.44
1001	40924	03/01/23	10488	FOWLER UNIFIED SCHOOL DI	5000	JAN23 FUEL-WATER	0.00	1,216.08
TOTAL CHECK							0.00	1,890.40
1001	40925	03/01/23	10104	FPOA	100	EMP DED 02/28/23	0.00	225.00
1001	40926	03/01/23	14820	FRESNO DEPUTY SHERIFF'S	100	OFF CARRASCO FUNDRSR	0.00	2,287.42
1001	40927	03/01/23	13496	KEENAN & ASSOCIATES	6200	HEALTH BENEFITS MAR23	0.00	4,155.66
1001	40927	03/01/23	13496	KEENAN & ASSOCIATES	6260	HEALTH BENEFITS MAR23	0.00	2,107.83
1001	40927	03/01/23	13496	KEENAN & ASSOCIATES	100	HEALTH BENEFITS MAR23	0.00	2,111.47
1001	40927	03/01/23	13496	KEENAN & ASSOCIATES	5000	HEALTH BENEFITS MAR23	0.00	4,662.64
1001	40927	03/01/23	13496	KEENAN & ASSOCIATES	6120	HEALTH BENEFITS MAR23	0.00	10,221.69
1001	40927	03/01/23	13496	KEENAN & ASSOCIATES	6030	HEALTH BENEFITS MAR23	0.00	526.95
1001	40927	03/01/23	13496	KEENAN & ASSOCIATES	6400	HEALTH BENEFITS MAR23	0.00	808.97
1001	40927	03/01/23	13496	KEENAN & ASSOCIATES	6700	HEALTH BENEFITS MAR23	0.00	808.97
1001	40927	03/01/23	13496	KEENAN & ASSOCIATES	6025	HEALTH BENEFITS MAR23	0.00	839.79
1001	40927	03/01/23	13496	KEENAN & ASSOCIATES	6160	HEALTH BENEFITS MAR23	0.00	1,187.20
1001	40927	03/01/23	13496	KEENAN & ASSOCIATES	6020	HEALTH BENEFITS MAR23	0.00	1,521.29
1001	40927	03/01/23	13496	KEENAN & ASSOCIATES	6150	HEALTH BENEFITS MAR23	0.00	1,845.39
TOTAL CHECK							0.00	30,797.85
1001	40928	03/01/23	12076	KEY DESIGN LOCKSMITHING	6700	DOOR REPAIR SNR CNTR	0.00	170.00

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CITY OF FOWLER
 CHECK REGISTER - DISBURSEMENT FUND

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 ACCTPA21

SELECTION CRITERIA: transact.check_no between '40886' and '40952'
 ACCOUNTING PERIOD: 9/23

FUND - 100 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DEPT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1001	40929	03/01/23	14111	KIMBALL MIDWEST	6200	STREET SUPPLIES	0.00	22.17
1001	40929	03/01/23	14111	KIMBALL MIDWEST	6200	STREET SUPPLIES	0.00	88.27
TOTAL CHECK							0.00	110.44
1001	40930	03/01/23	10191	LIFE ASSIST, INC	6120	UPS GROUND-PD	0.00	670.20
1001	40931	03/01/23	10779	NAPA AUTO PARTS	6200	PARTS PW	0.00	15.26
1001	40932	03/01/23	14428	NAVIA BENEFIT SOLUTIONS	6020	COBRA - FEB 23	0.00	36.45
1001	40933	03/01/23	10215	NELSON HARDWARE & GIFTS	6260	SUPPLIES PARKS	0.00	31.46
1001	40934	03/01/23	10237	P G & E - SACRAMENTO	6200	SUMER&MAGNOLA 2/14/23	0.00	4.63
1001	40934	03/01/23	10237	P G & E - SACRAMENTO	6200	SUMNER/HW99 2/14/23	0.00	9.24
1001	40934	03/01/23	10237	P G & E - SACRAMENTO	6200	TSFR 3LTS 2/14/23	0.00	9.88
1001	40934	03/01/23	10237	P G & E - SACRAMENTO	6200	LS1-F HWY LT 2/14/23	0.00	10.39
1001	40934	03/01/23	10237	P G & E - SACRAMENTO	6200	LS1-E HWY 2/14/23	0.00	12.01
1001	40934	03/01/23	10237	P G & E - SACRAMENTO	6200	692 HILL 2/22/23	0.00	13.47
1001	40934	03/01/23	10237	P G & E - SACRAMENTO	6200	8TH/VINE 2/14/23	0.00	14.30
1001	40934	03/01/23	10237	P G & E - SACRAMENTO	6200	ADAMS/DEEAN 2/14/23	0.00	15.02
1001	40934	03/01/23	10237	P G & E - SACRAMENTO	6200	LS1-A HWY 2/14/23	0.00	18.92
1001	40934	03/01/23	10237	P G & E - SACRAMENTO	6200	TR5090 2/14/23	0.00	22.09
1001	40934	03/01/23	10237	P G & E - SACRAMENTO	6200	TEMP/PARL 2/14/23	0.00	32.35
1001	40934	03/01/23	10237	P G & E - SACRAMENTO	6200	LS2-A WHY LT 2/14/23	0.00	32.35
1001	40934	03/01/23	10237	P G & E - SACRAMENTO	6200	LS1-F HWY LT 2/14/23	0.00	38.89
1001	40934	03/01/23	10237	P G & E - SACRAMENTO	6200	LS2-A HWY LT 2/14/23	0.00	48.33
1001	40934	03/01/23	10237	P G & E - SACRAMENTO	6200	3079 MANN 2/22/23	0.00	81.67
1001	40934	03/01/23	10237	P G & E - SACRAMENTO	6200	TR5041 2/14/23	0.00	84.88
1001	40934	03/01/23	10237	P G & E - SACRAMENTO	6200	429 E MERCED 2/22/23	0.00	90.84
1001	40934	03/01/23	10237	P G & E - SACRAMENTO	6200	T5088 2/14/23	0.00	105.13
1001	40934	03/01/23	10237	P G & E - SACRAMENTO	6200	GLDST/VLY DR 2/14/23	0.00	151.55
1001	40934	03/01/23	10237	P G & E - SACRAMENTO	6200	CLAYTON/ARMST 2/14/23	0.00	191.39
1001	40934	03/01/23	10237	P G & E - SACRAMENTO	6200	630 W FRESNO 2/22/23	0.00	219.50
1001	40934	03/01/23	10237	P G & E - SACRAMENTO	6200	LS1-C HWY LT 2/14/23	0.00	298.98
1001	40934	03/01/23	10237	P G & E - SACRAMENTO	6200	LS1-F HWY LT 2/14/23	0.00	373.14
1001	40934	03/01/23	10237	P G & E - SACRAMENTO	6130	220 E MAIN 2/22/23	0.00	518.53
1001	40934	03/01/23	10237	P G & E - SACRAMENTO	6200	LS1-A 2/14/23	0.00	714.82
1001	40934	03/01/23	10237	P G & E - SACRAMENTO	6200	LS2-A HWY LT 2/14/23	0.00	727.44
1001	40934	03/01/23	10237	P G & E - SACRAMENTO	6200	LS1-E HWY LT 2/14/23	0.00	1,024.61
1001	40934	03/01/23	10237	P G & E - SACRAMENTO	6200	LS2-A HWY 2/14/23	0.00	1,122.13
TOTAL CHECK							0.00	5,986.48
1001	40935	03/01/23	10249	QUILL	6030	SUPPLIES-FINANCE	0.00	-25.70
1001	40935	03/01/23	10249	QUILL	6200	SUPPLIES PUBLIC WORKS	0.00	22.44
1001	40935	03/01/23	10249	QUILL	6030	SUPPLIES FINANCE	0.00	51.39
1001	40935	03/01/23	10249	QUILL	6020	SUPPLIES ADMIN	0.00	53.15
1001	40935	03/01/23	10249	QUILL	6020	SUPPLIES ADMIN	0.00	53.37
TOTAL CHECK							0.00	154.65
1001	40936	03/01/23	11880	RJ BERRY JR INC	5000	REPAIR RHINO WATER	0.00	1,557.96

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CITY OF FOWLER
CHECK REGISTER - DISBURSEMENT FUND

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ACCTPA21

SELECTION CRITERIA: transact.check_no between '40886' and '40952'
ACCOUNTING PERIOD: 9/23

FUND - 100 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DEPT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1001	40937	03/01/23	10518	SIGNMAX!	6200	TRAFFIC SIGNS PW	0.00	259.78
1001	40938	03/01/23	12443	SIMPLOT GROWER SOLUTIONS	6200	SUPPLIES STREETS	0.00	1,398.28
1001	40939	03/01/23	13355	SITE ONE LANDSCAPE SUPPL	6260	SUPPLIES PARKS	0.00	62.41
1001	40940	03/01/23	10289	SOUTH COUNTY VETERINARY	6270	DISPOSAL SERVICES	0.00	116.20
1001	40941	03/01/23	13647	SUN LIFE FINANCIAL	8500	DENTAL BENEFIT MAR23	0.00	6.56
1001	40941	03/01/23	13647	SUN LIFE FINANCIAL	6030	DENTAL BENEFIT MAR23	0.00	29.91
1001	40941	03/01/23	13647	SUN LIFE FINANCIAL	6400	DENTAL BENEFIT MAR23	0.00	33.18
1001	40941	03/01/23	13647	SUN LIFE FINANCIAL	6700	DENTAL BENEFIT MAR23	0.00	33.18
1001	40941	03/01/23	13647	SUN LIFE FINANCIAL	6025	DENTAL BENEFIT MAR23	0.00	36.50
1001	40941	03/01/23	13647	SUN LIFE FINANCIAL	6150	DENTAL BENEFIT MAR23	0.00	86.25
1001	40941	03/01/23	13647	SUN LIFE FINANCIAL	6020	DENTAL BENEFIT MAR23	0.00	143.98
1001	40941	03/01/23	13647	SUN LIFE FINANCIAL	6160	DENTAL BENEFIT MAR23	0.00	185.79
1001	40941	03/01/23	13647	SUN LIFE FINANCIAL	6260	DENTAL BENEFIT MAR23	0.00	199.08
1001	40941	03/01/23	13647	SUN LIFE FINANCIAL	6200	DENTAL BENEFIT MAR23	0.00	235.56
1001	40941	03/01/23	13647	SUN LIFE FINANCIAL	5000	DENTAL BENEFIT MAR23	0.00	313.84
1001	40941	03/01/23	13647	SUN LIFE FINANCIAL	6120	DENTAL BENEFIT MAR23	0.00	852.69
1001	40941	03/01/23	13647	SUN LIFE FINANCIAL	100	DENTAL BENEFIT MAR23	0.00	1,156.78
TOTAL CHECK							0.00	3,313.30
1001	40942	03/01/23	10763	SUNBELT RENTALS	5000	TRAILER RENTAL PW	0.00	189.90
1001	40943	03/01/23	14814	TOYOTA MATERIAL HANDLING	5000	GEM 1 - DWN PMT	0.00	9,997.23
1001	40943	03/01/23	14814	TOYOTA MATERIAL HANDLING	6200	GEM 2 - DWN PMT	0.00	9,997.23
1001	40943	03/01/23	14814	TOYOTA MATERIAL HANDLING	6200	GEM 3 - DWN PMT	0.00	9,997.24
TOTAL CHECK							0.00	29,991.70
1001	40944	03/01/23	13543	UNIFIRST CORPORATION	6700	JANITORIAL SN CTR	0.00	56.06
1001	40944	03/01/23	13543	UNIFIRST CORPORATION	6200	MATS/MOPS ADMIN	0.00	71.04
1001	40944	03/01/23	13543	UNIFIRST CORPORATION	6200	UNIFORMS PW	0.00	83.01
1001	40944	03/01/23	13543	UNIFIRST CORPORATION	5000	UNIFORMS WATER	0.00	83.01
1001	40944	03/01/23	13543	UNIFIRST CORPORATION	5000	UNIFORMS WATER	0.00	101.55
1001	40944	03/01/23	13543	UNIFIRST CORPORATION	6200	UNIFORMS PW	0.00	101.56
TOTAL CHECK							0.00	496.23
1001	40945	03/01/23	10725	VERIZON WIRELESS	6030	CELL PHONE 1/20-2/19	0.00	51.23
1001	40946	03/01/23	11335	VISION SERVICE PLAN - (C	8500	VISION BENEFIT MAR23	0.00	1.77
1001	40946	03/01/23	11335	VISION SERVICE PLAN - (C	6025	VISION BENEFIT MAR23	0.00	4.93
1001	40946	03/01/23	11335	VISION SERVICE PLAN - (C	6400	VISION BENEFIT MAR23	0.00	9.85
1001	40946	03/01/23	11335	VISION SERVICE PLAN - (C	6700	VISION BENEFIT MAR23	0.00	9.85
1001	40946	03/01/23	11335	VISION SERVICE PLAN - (C	6150	VISION BENEFIT MAR23	0.00	12.80
1001	40946	03/01/23	11335	VISION SERVICE PLAN - (C	6030	VISION BENEFIT MAR23	0.00	13.00
1001	40946	03/01/23	11335	VISION SERVICE PLAN - (C	6160	VISION BENEFIT MAR23	0.00	34.46
1001	40946	03/01/23	11335	VISION SERVICE PLAN - (C	6020	VISION BENEFIT MAR23	0.00	44.30
1001	40946	03/01/23	11335	VISION SERVICE PLAN - (C	6260	VISION BENEFIT MAR23	0.00	49.23
1001	40946	03/01/23	11335	VISION SERVICE PLAN - (C	5000	VISION BENEFIT MAR23	0.00	95.51
1001	40946	03/01/23	11335	VISION SERVICE PLAN - (C	6200	VISION BENEFIT MAR23	0.00	118.14
1001	40946	03/01/23	11335	VISION SERVICE PLAN - (C	6120	VISION BENEFIT MAR23	0.00	236.29

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CITY OF FOWLER
 CHECK REGISTER - DISBURSEMENT FUND

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SELECTION CRITERIA: transact.check_no between '40886' and '40952'
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FUND - 100 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DEPT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1001	40946	03/01/23	11335	VISION SERVICE PLAN - (C	100	VISION BENEFIT MAR23	0.00	264.63
TOTAL CHECK							0.00	894.76
1001	40947	03/01/23	14730	WILMA TUCKER	6020	TRAVEL - TUCKER	0.00	218.46
1001	40948	03/01/23	12078	WITMER PUBLIC SAFETY GRO	2030	MOBILE RACK-FIRE	0.00	3,265.83
1001	40949	03/01/23	14290	XEROX FINANCIAL SERVICES	6200	LEASE 1/25-2/24	0.00	219.21
1001	40949	03/01/23	14290	XEROX FINANCIAL SERVICES	6150	LEASE 1/25-2/24	0.00	219.22
1001	40949	03/01/23	14290	XEROX FINANCIAL SERVICES	6160	LEASE 1/25-2/24	0.00	219.22
1001	40949	03/01/23	14290	XEROX FINANCIAL SERVICES	6020	LEASE 1/25-2/24	0.00	219.22
1001	40949	03/01/23	14290	XEROX FINANCIAL SERVICES	6120	LEASE 1/25-2/24	0.00	219.22
TOTAL CHECK							0.00	1,096.09
TOTAL CASH ACCOUNT							0.00	123,972.71
TOTAL FUND							0.00	123,972.71

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CITY OF FOWLER
CHECK REGISTER - DISBURSEMENT FUND

PAGE NUMBER: 8
ACCTPA21

SELECTION CRITERIA: transact.check_no between '40886' and '40952'
ACCOUNTING PERIOD: 9/23

FUND - 201 - DISTRICT SALES TAX

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DEPT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1001	40950	03/01/23	14560	PRINT THEORY	2010	STICKERS PD	0.00	2,397.45
TOTAL CASH ACCOUNT							0.00	2,397.45
TOTAL FUND							0.00	2,397.45

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CITY OF FOWLER
CHECK REGISTER - DISBURSEMENT FUND

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ACCTPA21

SELECTION CRITERIA: transact.check_no between '40886' and '40952'
ACCOUNTING PERIOD: 9/23

FUND - 236 - ACTIVE TRANSPORT PLN (ATP)

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DEPT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1001	40951	03/01/23	11880	RJ BERRY JR INC	2360	GOLDNST/BIKE TRAIL	0.00	195,200.54
TOTAL CASH ACCOUNT							0.00	195,200.54
TOTAL FUND							0.00	195,200.54

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TIME: 19:54:59

CITY OF FOWLER
CHECK REGISTER - DISBURSEMENT FUND

PAGE NUMBER: 10
ACCTPA21

SELECTION CRITERIA: transact.check_no between '40886' and '40952'
ACCOUNTING PERIOD: 9/23

FUND - 900 - PUBLIC FINANCING AUTH

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DEPT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1001	40952	03/01/23	10214	NBS	9000	ANNUAL DEBT RPTG	0.00	31.80
TOTAL CASH ACCOUNT							0.00	31.80
TOTAL FUND							0.00	31.80
TOTAL REPORT							0.00	321,602.50

**MINUTES OF THE FOWLER CITY COUNCIL SPECIAL MEETING
Tuesday, February 21, 2023**

Mayor Parra called the meeting to order at 7:00 p.m.

Councilmembers Present: Parra, Mejia, Gill, Hammer, Kazarian (via teleconference at 7:41 p.m.)

City Staff Present: City Manager Tucker, City Attorney Cross, Public Works Director Dominguez, Community and Economic Development Director Gaffery, Recreation Supervisor Hernandez, City Planner Marple, Finance Director Moreno, Police Chief Reid, Deputy City Clerk Vasquez

5. PUBLIC COMMENT

5-A. WORKSHOP by Lee Ann Eager, President & CEO, Fresno Economic Development Corporation

6. CONSENT CALENDAR

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

7. CONTESTED CONSENT CALENDAR

No items were pulled from the Consent Calendar.

8. GENERAL ADMINISTRATION

8-A. Planning

- i. Consider Introduction of Ordinance 2023-02, an Ordinance of the City Council of the City of Fowler amending sections 1-8.02 and 1-8.08 of chapter 8, of title 1, of the Fowler Municipal Code regarding administrative citations; adding chapter 25 to title 5 regarding the regulation of short-term rentals; adding section 6-2.313, of article 3, of chapter 2, of title 6 regarding violations of unauthorized dumping of trash; and amending chapters 2, 3, 7, 9, and 10 of title 8 to provide updates to the City's adoption of the California Administrative, Electrical, Housing, Mechanical, and Dangerous Buildings Codes. (Item to be continued to March 21, 2023 City Council meeting)**

Councilmember Hammer made a motion to continue Consider Introduction of Ordinance 2023-02, an Ordinance of the City Council of

the City of Fowler amending sections 1-8.02 and 1-8.08 of chapter 8, of title 1, of the Fowler Municipal Code regarding administrative citations; adding chapter 25 to title 5 regarding the regulation of short-term rentals; adding section 6-2.313, of article 3, of chapter 2, of title 6 regarding violations of unauthorized dumping of trash; and amending chapters 2, 3, 7, 9, and 10 of title 8 to provide updates to the City’s adoption of the California Administrative, Electrical, Housing, Mechanical, and Dangerous Buildings Codes to March 21, 2023 City Council meeting, seconded by Mayor Pro-Tem Mejia. The motion carried by roll call vote: Ayes: Hammer, Mejia, Gill, Parra; Absent: Kazarian

8-B. Public Works

i. WORKSHOP on Water Rate Study progress

Council directed staff to move forward with next steps of Scenario 3, which is a conservation based rate option with various water capital improvements.

9. CITY MANAGER

9-A. Introduction of Ordinance 2023-03, an Ordinance Amending Title 2, Chapter 1 of the Fowler Municipal Code regarding the City Council, and Title 2, Chapter 2 of the Fowler Municipal Code regarding the Planning Commission and the Recreation Commission

Mayor Pro-Tem Mejia made a motion to accept Introduction of Ordinance 2023-03, an Ordinance Amending Title 2, Chapter 1 of the Fowler Municipal Code regarding the City Council, and Title 2, Chapter 2 of the Fowler Municipal Code regarding the Planning Commission and the Recreation Commission, seconded by Councilmember Kazarian. The motion carried by roll call vote: Ayes: Mejia, Kazarian, Gill, Hammer, Parra

10. STAFF COMMUNICATIONS

Updates were provided by Deputy City Clerk Vasquez, Public Works Director Dominguez, Community and Economic Development Director Gaffery.

11. COUNCILMEMBER REPORTS AND COMMENTS

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

12. ADJOURN

Councilmember Kazarian made a motion to adjourn the council meeting, seconded by Mayor Pro-Tem Mejia. Motion carried by roll call vote: Ayes: Kazarian, Mejia, Gill, Hammer, Parra

Having no further business, the meeting adjourned at 8:28 p.m.



CITY COUNCIL OF THE CITY OF FOWLER

ITEM NO: 6-C

REPORT TO THE CITY COUNCIL

March 6, 2023

FROM MARGARITA MORENO, Finance Director

SUBJECT

ACCEPT Various Donations to the City for State of the City Breakfast

RECOMMENDATION

Staff recommend the City Council accept donations from various companies.

BACKGROUND

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

Various donations for sponsorship were received to date for the State of the City Breakfast.

- February 9, 2023, from Waste Management in the amount of \$1,000.
- February 21, 2023, from Provost & Pritchard in the amount of \$1,000.
- February 27, 2023, from United Health Centers in the amount of \$1,500.

ENVIRONMENTAL REVIEW

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

FISCAL IMPACT

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

CONFLICT OF INTEREST

Staff is not aware of any conflicts of interest.

Attachments

- None



CITY COUNCIL OF THE CITY OF FOWLER

ITEM NO: 6-D

REPORT TO THE CITY COUNCIL

March 6, 2023

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

SUBJECT

APPROVE a first amendment to the agreement with Gary V. Bufkin Computer Consulting in an amount not to exceed \$15,000 on a time and materials basis, for SolarApp+ implementation and permit system reconfigurations, through June 30, 2024, and authorize the City Manager to negotiate the agreement.

RECOMMENDATION

Staff recommend the City Council take the above action.

BACKGROUND

Gary V. Bufkin Computer Consulting (GVBCC) provides the software and support for building permits, planning entitlements, public works permits, business license, and fire safety inspections. Consistent with the purchasing policy, as the City's total engagement with GVBCC is over \$50,000, Staff are bringing forward an agreement amendment for consideration.

This scope of work includes consulting support for implementation of the SolarApp+ online solar building permit portal (a grant-funded initiative). The scope also includes additional on-call consulting hours for permit system configurations to enhance staff efficiency, reporting customizations, and letter template creation.

ENVIRONMENTAL REVIEW

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

FISCAL IMPACT

\$10,000 of the scope for SolarApp+ will be paid using grant funds. The remaining costs will be paid from the building department budget. These costs are ultimately recovered as a part of the fees charged for permits and entitlements.

CONFLICT OF INTEREST

Staff is not aware of any conflicts of interest.

Attachments

- Draft Amendment
- Draft Amendment Exhibit A – Scope of Services
- Agreement dated November 29, 2022

**FIRST AMENDMENT TO THE AGREEMENT FOR PROFESSIONAL SERVICES DATED
NOVEMBER 29, 2022 BETWEEN THE CITY OF FOWLER AND GARY V. BUFKIN
COMPUTER CONSULTING**

- A. The City desires modifications to the services beyond the scope of the Agreement.
- B. The term of the agreement as stated in Section 3 is hereby amended to June 30, 2025.
- C. The total amount paid by the City to Gary V. Bufkin Computer Consulting as stated in Section 4 of the Agreement is hereby increased by fifteen thousand dollars (\$15,000) for a total contract amount of twenty two thousand five hundred dollars (\$22,500).
- D. The additional Scope of Work is hereby amended to include the following, on a time and materials basis:
 - a. Modifications to Building Permits System for SolarApp+ not to exceed \$5,000
 - b. SolarApp+ Configuration and Implementation not to exceed \$5,000
 - c. On-call services for building, planning, business license, and code enforcement system enhancements not to exceed \$5,000.

This is attached as **Exhibit A** hereto.

- E. All other terms and conditions remain unchanged. It is the intention of the parties that except for the changes explicitly listed above, all other terms and conditions of the Agreement and any other Exhibits, Attachments or Addenda thereto shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have entered into this First Amendment as of the last date set forth below.

Dated: _____

CITY OF FOWLER

By _____

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

Dated: _____

GARY V. BUFKIN COMPUTER CONSULTING

By _____

Gary V. Bufkin
Owner / Sole Proprietor
1374 North Linden Avenue
Fresno, CA 93726

Gary V. Bufkin
Computer Consulting
(559) 917-0350

Municipality Information Processing / Tracking Systems

Project Jurisdiction: City of Fowler, Fowler California

Project Proposal: Modifications to Building Permits System for Solar App Plus Implementation

Proposal Date: 01-06-2023

Thank you for your request for a proposal for Modifications to your existing Building Permits System for the Solar App Plus System Implementation. In reviewing this document it must be kept in mind that this is a proposal for modifications to your existing permits System and only modifications that are necessary to the implementation to the Solar Apps Plus System will be done.

The software is warrantee for as long as you use it. If a bug or problem is encountered which is the responsibility of GVBCC, it will be fixed and maintained at no charge to the client. If additional features or modules are required after the project is started, GVBCC will submit a separate proposal for the modifications or enhancements.

Project Description:

Permit System Modifications for Solar App Plus:

- ◆ Modifications as needed to intergrate as much as possible to the Solar App Plus System.

Summary of Estimated Costs:

The price includes user interviews, analysis, design, and development of the modules, testing and documentation. Each module is designed and can be used as stand alone. Each module is capable of integrating with the other modules designed by GVBCC.

Modifications to Permits Ssystem for Solar Apps Plus implementation..

40 Hours (Initial) @ \$125.00 per hour	\$ 5,000
(Additional Hours may be required)	

Project Total **\$5,000**

Thank You
Gary V. Bufkin

GARY V. BUFKIN Computer Consulting

Gary V. Bufkin
Computer Consulting
(559) 917-0350

Municipality Information Processing / Tracking Systems

Project Jurisdiction: City of Fowler, Fowler California

Project Proposal: Solar App Plus Configuration and Implementation

Proposal Date: 01-06-2023

Thank you for your request for a proposal for Consultation and Assistance on the Setup and Configuration of the Solar App Plus System. In reviewing this document it must be kept in mind that this is a proposal for consulting hours only and no modifications to your existing permits is included in this quote. A separate Quote will be submitted for the necessary changes to your Permits System to intergrate as much as possible to the Solar Apps Plus Software.

The software is warrantee for as long as you use it. If a bug or problem is encountered which is the responsibility of GVBCC, it will be fixed and maintained at no charge to the client. If additional features or modules are required after the project is started, GVBCC will submit a separate proposal for the modifications or enhancements.

Project Description:

Solar App Plus Consultation:

- ◆ Assist Building Official on the Setup of the Solar App Plus System
- ◆ Go Between for Solar Apps Plus and the Building Department for the Implementation of Solar App Plus
- ◆ Analysis as to what will be required for modifications to the Existing Permits System to intergrate to Solar App Plus.

Summary of Estimated Costs:

The price includes user interviews, analysis, design, and development of the modules, testing and documentation. Each module is designed and can be used as stand alone. Each module is capable of integrating with the other modules designed by GVBCC.

Analysis and Configuration of Solar Apps Plus with Buildign official and the Analysis and meetings with Solar Apps Plus for the implementation.

40 Hours (Initial) @ \$125.00 per hour (Additional Hours may be required)	\$ 5,000
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<u>Project Total</u>	<u>\$5,000</u>
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Thank You
Gary V. Bufkin

GARY V. BUFKIN Computer Consulting

Gary V. Bufkin
Computer Consulting
(559) 917-0350

Municipality Information Processing / Tracking Systems

Project Jurisdiction: City of Fowler, Fowler California

Project Proposal: Permits System Support and Future Mods

Proposal Date: 01-06-2023

Thank you for your request for a proposal for Support for Future Modifications to the Building Permits System. In reviewing this document it must be kept in mind that this is a set amount of hours to be used for Support and Future Modifications to the Building Permits System for the Year. In reviewing past requests it was estimated that annually an average of 20 hours have been spent making necessary staff requested modifications to the system.

This amount of hours is not valid for any new modules not already installed in the system, and any such modules will be price quoted separately.

The software is warrantee for as long as you use it. If a bug or problem is encountered which is the responsibility of GVBCC, it will be fixed and maintained at no charge to the client. If additional features or modules are required after the project is started, GVBCC will submit a separate proposal for the modifications or enhancements.

Project Description:

Solar App Plus Consultation:

- ◆ Support and Future Modifications to your existing Building Permits System. An estimated annual 20 hours will be billed in advance for this service.

Summary of Estimated Costs:

The price includes user interviews, analysis, design, and development of the modules, testing and documentation. Each module is designed and can be used as stand alone. Each module is capable of integrating with the other modules designed by GVBCC.

Annual Support for Future Modifications for the calendar year 2023.

40 Hours (Initial) @ \$125.00 per hour (Additional Hours may be required)	\$ 5,000
--	----------

Project Total	<u>\$5,000</u>
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Thank You
Gary V. Bufkin

GARY V. BUFKIN Computer Consulting

**CITY OF FOWLER
CONTRACT SERVICES AGREEMENT FOR PROFESSIONAL SERVICES**

This Contract Services Agreement for Professional Services ("Agreement") is entered into between the City of Fowler, a California general law city ("City") and Gary V. Bufkin Computer Consulting ("Vendor") with respect to the following recitals, which are a substantive part of this Agreement. This Agreement shall be effective on the latest date signed below ("Effective Date").

RECITALS

- A. City desires to engage the services of a qualified vendor to provide annual fire safety inspection processing and tracking software to integrate with the City's existing building, planning, business license, and code enforcement software ("Services") more fully described in **Exhibit A**, which is attached hereto and incorporated by reference.
- B. Vendor is engaged in the business of providing these Services and hereby warrants and represents that Vendor is qualified, experienced, and capable of providing these Services, and possesses any required licenses, certifications, security/bonding, and/or training necessary thereto.
- C. City desires to contract with Vendor to provide these Services on the terms and conditions as set forth in this Agreement.

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

AGREEMENT

1. **Scope of Work.** Vendor agrees to perform the services as more fully described in **Exhibit A** attached hereto and incorporated herein by reference ("Services"). Changes in the scope of Services, including work incidental to the Services, shall be made in writing and particularly describe the changes in Services, payment/costs, and schedule/term, as applicable.
2. **Schedule.** City and Vendor shall mutually agree on a schedule for performing the Services. The schedule shall be subject to modification based on the City's operational needs. City will notify Vendor in advance of any modification to the schedule.
3. **Term of Agreement; Commencement of Services.** The term of this Agreement shall begin on the Effective Date and shall terminate on June 30, 2023, unless extended by mutual written agreement of the Parties. Notwithstanding the preceding sentence, this Agreement may be terminated during the term in accordance with Section 17 herein.
4. **Payment for Services.** City shall pay Vendor for the Services performed pursuant to this Agreement as follows: lump sum upon City acceptance of successful software deployment. The total amount paid by City to Vendor pursuant to this Agreement shall not exceed Seven Thousand Five Hundred Dollars (\$7,500.00).

The foregoing is inclusive of all labor, equipment, materials, costs and expenses, taxes, and overhead. City shall pay Vendor for Services satisfactorily performed pursuant to this Agreement. Vendor shall submit an invoice to City containing detailed billing information regarding the Services provided and City shall tender payment to Vendor within thirty (30) days after receipt of invoice.

5. **Independent Contractor Status.** Vendor and its subcontractors, if any, shall perform the Services as independent contractors and not as officers, employees, agents or volunteers of City. Vendor is engaged in an

independently established trade, occupation, or business to perform the Services required by this Agreement and is hereby retained to perform work that is outside the usual course of City's business. Vendor is free from the control and direction of City in connection with the manner of performance of the work. Nothing contained in this Agreement shall be deemed to create any contractual relationship between City and Vendor's employees or subcontractors, nor shall anything contained in this Agreement be deemed to give any third party, including but not limited to Vendor's employees or subcontractors, any claim or right of action against City.

6. Vendor Representations; Standard of Care; Compliance with Law. Vendor represents that Vendor and any subcontractors utilized by Vendor are and will be qualified in the field for which Services are being provided under this Agreement, and Vendor and any subcontractors are now, and will be throughout their performance of the Services under this Agreement, properly licensed, certified, secured/bonded, trained, and/or otherwise qualified and authorized to perform the Services required and contemplated by this Agreement, as may be required by law. Vendor and its subcontractors shall utilize the standard of care and skill customarily exercised by members of their profession, shall use reasonable diligence and best judgment while performing the Services, and shall comply with all applicable laws, regulations, and industry standards, including anti-discrimination and anti-harassment laws. Vendor shall comply with all Labor Code requirements for public works projects if applicable to Vendor's work under this Agreement.

7. [Reserved]

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

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

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

11. [Reserved]

12. [Reserved]

13. City Name and Logo. Vendor shall not use City's name or insignia, photographs relating to the City projects or work for which Vendor's services are rendered, or any publicity pertaining to the Vendor's Services under this Agreement in any magazine, trade paper, newspaper, television or radio production, internet website, social media, or other similar medium without the prior written consent of City.

14. Conflicts of Interest. Vendor warrants that neither Vendor nor any of its employees have an improper interest, present or contemplated, in the Services which would affect Vendor's or its employees' performance of the Services. Vendor further warrants that neither Vendor nor any of its employees have real property, business interests or income that will be affected by the Services. Vendor covenants that no person having any such interest, whether an employee or subcontractor shall perform the Services under this Agreement. During

the performance of the Services, Vendor shall not employ or retain the services of any person who is employed by the City or a member of any City Board or Commission.

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

16. City Right to Employ Other Vendors. Unless **Exhibit A** specifically provides that the Services City seeks pursuant to this Agreement are exclusive to Vendor, this Agreement and the performance of the Services are non-exclusive and City reserves the right to employ other vendors or contractors in connection with the Services while this Agreement is in effect.

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

a. Termination by City: For Convenience. City may at its discretion terminate this Agreement for convenience and without cause upon fourteen (14) days prior written notice to Vendor. Upon receipt of a termination notice pursuant to this subsection, Vendor shall promptly discontinue all Services affected, unless the notice directs otherwise.

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

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

d. Effect of Termination. Upon termination of this Agreement, Vendor shall promptly discontinue all Services affected, unless the notice of termination directs otherwise.

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

19. Indemnity and Defense. Vendor hereby agrees to indemnify, 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 Vendor or its subcontractors relating to the performance of Services described herein to the fullest extent permitted by law, unless the injuries or damages are the result of City's sole negligence or willful misconduct, subject to any limitations imposed by law. Vendor and City agree that said indemnity 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. Vendor agrees to pay all taxes, licenses, and fees levied or assessed by any governmental agency on Vendor as a result of the sale of the Equipment and/or performance of Services under this Agreement, and unemployment and workers' compensation insurance, social security, or any other taxes upon the wages of Vendor, its employees, agents, and representatives. Vendor agrees to obtain and maintain a

business license from City and pay the applicable business license fee to City during the term of this Agreement.

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

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

- a. Personally delivered to the party to whom it is directed. Service shall be deemed the date of delivery.
- b. Delivered by e-mail to a known address of the party to whom it is directed provided the e-mail is accompanied by an acknowledgment of receipt by the other party. Service shall be deemed the date of acknowledgement.
- c. Delivery by a reliable overnight delivery service, ex., Federal Express, receipted, addressed to the addressees set forth below the signatories to this Agreement. Service shall be deemed the date of delivery.
- d. Delivery by deposit in the United States mail, first class, postage prepaid. Service shall be deemed delivered ninety-six (96) hours after deposit.

23. **Entire Agreement.** This Agreement, including any referenced Exhibits, represents the entire agreement between City and Vendor and supersedes all prior negotiations, representations or agreements, either written or oral with respect to the subject matter herein.

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

25. **Authority.** The signatories to this Agreement warrant and represent that they have the legal right, power, and authority to execute this Agreement and bind their respective entities.

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

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

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

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

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

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

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

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

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

GARY V. BUFKIN COMPUTER CONSULTING

CITY OF FOWLER



Gary V. Bufkin
Owner / Sole Proprietor

Date: 11-21-2022

1374 North Linden Avenue
Fresno, CA 93726
(559) 917-0350



Wilma Tucker
City Manager

Date: 11/29/22

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

EXHIBIT A
SCOPE OF SERVICES

Gary V. Bufkin
Computer Consulting
(559) 917-0350

Municipality Information Processing / Tracking Systems

Project Jurisdiction: City of Fowler, Fowler California

Project Proposal: Annual Fire Safety Inspection Processing and Tracking

Proposal Date: 01-11-2022

Thank you for your request for a proposal for Annual Fire Safety Inspection Processing and Tracking module that will intergrate with your current Municipal Permits Tracking System from GVBCC. In reviewing this document it must be kept in mind that this is a proposal for an upgrade to your custom design system.

The software is warrantee for as long as you use it. If a bug or problem is encountered which is the responsibility of GVBCC, it will be fixed and maintained at no charge to the client. If additional features or modules are required after the project is started, GVBCC will submit a separate proposal for the modifications or enhancements.

Project Description:

Fire Safety Inspection Processing / Tracking System:

- ◆ Track Business's and Other Locations that Require Fire Safety Inspections
- ◆ Automate the Process for tracking the annual inspections
- ◆ Track Code Violations and Followup Inspections
- ◆ Tracking of Past History of Inspections Performed
- ◆ Allow a priority code for businesses and non-business sites that must be inspected annually.
- ◆ Print monthly/weekly/daily schedule of inspections to be performed
- ◆ Provide management, financial and interdepartmental reports from the data collected on the Fire Safety Inspection
- ◆ Printing Forms and Letters
- ◆ Import in of existing Business Information from Business License Software (if possible from your existing Business License Software)
- ◆ Intergrated into Building Permits Module and Code Enforcement Modules

Summary of Estimated Costs:

The price includes user interviews, analysis, design, and development of the modules, testing and documentation. Each module is designed and can be used as stand alone. Each module is capable of integrating with the other modules designed by GVBCC.

Fire Safety Inspection Tracking and Processing Module	\$ 12,000
Less Existing System / Customer Discount	\$ -4,500
And all necessary modifications and staff modifications requests	Included

Project Total **\$7,500**

Thank You
Gary V. Bufkin

GARY V. BUFKIN *Computer Consulting*

EXHIBIT B

INSURANCE REQUIREMENTS

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

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

(i) General Liability Insurance (including operations, products and completed operations coverages) in an amount not less than \$2,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

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

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

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

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

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

(i) The City, its officers, officials, employees, agents, and volunteers are to be covered as insured's with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Vendor; and with respect to liability arising out of work or operations performed by or on behalf of the Vendor including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Vendor's insurance (at least as broad as ISO Form 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33 or CG 20 38; and CG 20 37 forms if later revisions used).

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

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

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

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

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

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

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

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

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

EXHIBIT C
CERTIFICATE OF INSURANCE



CITY COUNCIL OF THE CITY OF FOWLER

ITEM NO: 6-E

REPORT TO THE CITY COUNCIL

March 6, 2023

FROM DAWN E. MARPLE, City Planner

SUBJECT

Recommend that the City Council of the City of Fowler accept the 2022 Annual Progress Report for the City of Fowler General Plan and Housing Element, and direct staff to submit the report to the California Office of Planning and Research (OPR), and the California Department of Housing and Community Development (HCD).

RECOMMENDATION

Staff recommend that the City Council of the City of Fowler accept the 2022 Annual Progress Report for the City of Fowler General Plan and Housing Element, and direct staff to submit the report to OPR and HCD.

BACKGROUND

Staff has completed the Annual Progress Report for the City of Fowler General Plan and Housing Element for the calendar year of 2022 pursuant to Government Code Section 65400, which requires the City to prepare an Annual Progress Report addressing the status of the General Plan and progress made toward implementing its goals and policies, including the City's progress in meeting its share of regional housing needs. The progress report must be submitted by April 1 of each year to the City Council, OPR, and HCD.

The attached Annual Progress Report represents the City's development's activity for calendar year 2022.

General Plan. California Government Code Section 65300 requires each city and county to adopt a general plan for the physical development of the jurisdiction. The City of Fowler incorporated in 1908 and adopted its first comprehensive General Plan in 1976. In 2004, the City updated its original General Plan with revisions to the Land Use and Circulation chapters and the addition of an Economic Development chapter, which was the first update of the document since its adoption. The 2025 Fowler General Plan was adopted in June 2004 and contained the following chapters, which addressed all the required elements of a general plan in accordance with the Government Code at the time of adoption:

- Land Use
- Circulation
- Housing
- Economic Development
- Environmental Resources Management
- Public Facilities

General Plan Progress Report.

General Plan Update Progress:

Staff has continued to work towards the completion of the General Plan Update. A Draft 2040 General Plan Update and Draft Environmental Impact Report has been prepared and is anticipated to be presented to both the Planning Commission and the City Council in the Spring of 2023.

Development Approvals:

In 2022, staff processed several building permits and entitlement applications to facilitate the buildout of the General Plan. 90 residential building permits were issued and 3 industrial and commercial project entitlements were processed.

Economic Development:

Staff has been working diligently on efforts to promote economic development within the City. In 2022 the City of Fowler entered into a Disposition and Development Agreement (DDA) for the Fowler Christian Church to be developed into a mixed-use development. In addition to the DDA, the City continues to work with the Fresno County Economic Development Corporation (EDC) to site businesses in Fowler.

Housing Element. The Housing Element of the Fowler General Plan was more recently adopted in April of 2016, as required by the Government Code, and was updated as part of a coordinated effort with Fresno County and 12 of the 15 cities in Fresno County. The Multi-Jurisdictional Housing Element created a regional plan for addressing the housing needs of Fresno County. The General Plan incorporates the adopted Multi-Jurisdictional Housing Element by reference. The Housing Element is currently in the process of being updated, with completion anticipated to occur at the end of 2023. The updated Housing Element will cover a planning period from 2023 through 2031.

Fowler's RHNA for the current eight-year projection period from December 2015 through December 2023 is 524 housing units and is equivalent to an annual production rate of 66 units. A portion of Fowler's current RHNA goal (39%) is focused on the categories of Extremely-Low Income (ELI) households, Very-Low (VLI) Income households, and Low Income (LI) households, as defined by HCD.

These categories serve those households with the greatest housing need but are also the hardest to build because of the significant subsidies required to develop these homes.

In 2022, the City of Fowler processed 90 building permits for residential development. 89 of those were for single family dwelling units while the remaining 1 was for an accessory dwelling unit. Of the 90 units permitted 70 were in the Moderate category and 19 were in the Above Moderate category. Fowler has completed 436 units of its 524 housing unit allocation. As outlined in Table B of the General Plan Annual Progress Report Fowler has met its Moderate-Income category while still needing to develop housing units in the Very Low, Low and Above Moderate Categories.

ENVIRONMENTAL REVIEW

General Plan annual progress reports are exempt from the requirements of the California Environmental Quality Act (CEQA) as they do not meet the definition of a “Project” per CEQA Guidelines Section 15378.

FISCAL IMPACT

No fiscal impact is anticipated to result due to the acceptance of the 2022 General Plan Annual Progress Report.

CONFLICT OF INTEREST

Staff is not aware of any conflicts of interest.

Attachments

- 2022 General Plan Annual Progress Report



CITY OF FOWLER
California

GENERAL PLAN ANNUAL PROGRESS REPORT

GENERAL PLAN UPDATE

MARCH 2023

Prepared For:

CITY OF FOWLER PLANNING & COMMUNITY DEVELOPMENT DEPARTMENT
128 S. 5TH STREET
FOWLER, CA 93625

Prepared By:

PROVOST & PRITCHARD CONSULTING GROUP
445 WEST FIR AVENUE
CLOVIS, CA 93611



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INTRODUCTION

PURPOSE OF THIS REPORT

California law requires each city and county to adopt a comprehensive, long-term General Plan to guide the physical development of the incorporated city and land outside city boundaries that bears a relationship to its planning activities (California Government Code Section 65300). The General Plan serves as a blueprint for future growth and development. As such, the plan contains policies and programs designed to provide decision makers with a solid foundation for land use and development decisions.

State law further requires each jurisdiction to complete an Annual Report on the General Plan that is submitted to the local planning agency (the City Council), to the State Office of Planning and Research, and to the California Department of Housing and Community Development (HCD; California Government Code Section 65400). This report must:

- Identify compliance with the State General Plan law and State General Plan Guidelines;
- Identify status of the General Plan and the process towards its implementation;
- Describe the City's progress in meeting its Regional Housing Needs Allocation (RHNA);
- Describe progress in addressing/removing governmental constraints to the maintenance, improvement, and development of housing; and
- Identify any surplus lands within the jurisdiction.

State law requires that the General Plan Annual Report be submitted by April 1 of each year and cover progress made during the previous calendar year (January through December). This Annual Report looks at the City's progress towards implementing its General Plan during the 2022 planning year and is completed for this April deadline.

2025 FOWLER GENERAL PLAN

The City of Fowler incorporated in 1908 and adopted its first comprehensive General Plan in 1976. In 2004, the City updated its original General Plan with revisions to the Land Use and Circulation chapters and the addition of an Economic Development chapter, which was the first update of the document since its adoption. The 2025 Fowler General Plan was adopted in June 2004 and contained the following chapters, which addressed all the required elements of a general plan in accordance with the Government Code at the time of adoption:

- Land Use
- Circulation
- Housing
- Economic Development
- Environmental Resources Management
- Public Facilities

The Housing Element of the Fowler General Plan was more recently adopted in April of 2016, as required by the Government Code, and was updated as part of a coordinated effort with Fresno County and 12 of

the 15 cities in Fresno County. The Multi-Jurisdictional Housing Element created a regional plan for addressing the housing needs of Fresno County. The General Plan incorporates the adopted Multi-Jurisdictional Housing Element by reference.

AMENDMENTS

The City of Fowler initiated the 2040 Fowler General Plan Update in 2018. The 2040 Fowler General Plan Update is anticipated to be adopted in Spring of 2023. No General Plan Amendments were approved in 2022.

ANNEXATIONS

The City requests that Fresno County refer all proposals for industrial development located within the City's Sphere of Influence (SOI) to the City for annexation. In cases where annexation is not feasible, the City may request that the County attach conditions of approval to such applications to ensure that the development will conform to City standards, will agree to annex when feasible, and will not be detrimental to future urban development. The City's SOI and phasing of annexation is used to provide for logical and efficient growth and prevent the premature conversion of agricultural land. Extension of urban services without annexation is discouraged. Residential land is annexed to the City as determined by growth management policies. Proposals for pre-zoning and annexation are rejected if they do not satisfy General Plan requirements relating to orderly and contiguous development and public services and facilities.

Activities

- Tentative Map No. 6381 facilitated the annexation of approximately 29 acres on the east side of the City, located on the east side of South Armstrong Avenue, between East Adams and East Hogan Avenues.

GENERAL PLAN UPDATE

Currently the City is in the process of a General Plan Update which looks ahead to the year 2040, making adjustments based on current issues and emergent trends, and positioning the City of Fowler for the next 20 years. It is anticipated that the General Plan Update and associated Environmental Impact Report will be completed in 2023.

General Plan Update Objectives

- Confirm the vision for the community,
- Provide clear goals and policies to support the community vision and guide decision-making,
- Prepare a plan to implement the goals and policies,
- Comply with state requirements and incorporate best planning practices, and
- Create a user-friendly General Plan.

Accomplishments

The City of Fowler completed the following General Plan Update activities:

- Planning Commission and City Council public workshops and study sessions on General Plan Land Use Alternatives
- Interactive Story Map

- Planning Commission and City Council public meetings to select a General Plan Land Use Alternative
- Drafted and reviewed new General Plan policies

The Interactive Story Map was developed as part of the public outreach component of the General Plan Update. The map, available on the City's website, provides information on the update and the proposed land use changes in both English and Spanish. The final component of the story map is an interactive land use map, which was used to collect parcel-specific comments about the proposed land use map. Although the comment period has closed, the map is still available for the public to access.

GENERAL PLAN IMPLEMENTATION PROGRESS

The following sections represent the progress the City has made towards implementing the actions of the current General Plan during this reporting period.

LAND USE ELEMENT

The Land Use Element assists in the orderly development of the community and designates general distribution of land for housing, business, public buildings and grounds, and other categories of public and private land use. The element also establishes standards of population density and building intensity. The General Plan provides Policies and Standards for each of the following land use types, which are summarized below.

Residential Projects

Four residential land use categories range in density from a maximum of 3 units per acre up to 21.8 units per acre. These categories are intended to identify areas which are acceptable for housing; clarify the overall type of housing to be developed within each category; and allow for a mixture of housing types, lot sizes, and affordability. Each residential category includes a unit per acre minimum and maximum density specified in a range of units per gross acre. Units per gross acre is used because it is easier to understand and convey. Types of housing include single family units, accessory dwelling units (ADUs), multiple family units including duplexes and apartments, and mobile homes.

Activities

- K. Hovnanian continued to build out Tract 5834 on the north side of South Avenue between South Sunnyside and South Stanford Avenues.
- KB Home continued to build out Tract 6188 around the northeast corner of East Adams and North Armstrong Avenues.
- Woodside Homes commenced building out Tract 6274 on the northwest corner of Sumner and Sunnyside Avenues.
- 115 building permits were issued for new residential construction.
- Five (5) ADUs were approved.

Commercial/Industrial Projects

Six categories also exist for commercial and industrial land use designations. Additionally, the City's General Plan locates new Neighborhood Commercial uses along major traffic ways in consolidated centers that utilize common access and parking for commercial uses and reserves the Community Commercial designation for the downtown and major community shopping areas. The General Commercial designation is located along arterial streets to provide commercial support for Fowler and nearby communities. Industrial land uses are generally found at the northern and southern edges of the City's SOI.

Activities

- Conditional Use Permit No. 22-09 approved a second drive-through lane for McDonald's.

Mixed Use Projects/Form Based Code Area

Mixed use residential uses are also conditionally permitted in Community Commercial locations where appropriate. Additionally, mixed use projects of 80 acres or more should prepare a specific plan incorporating land use, circulation, open space, and public facility issues for adoption by the City prior to approval of tentative tract maps, site plans, or use permits.

In 2013, the City of Fowler amended its zoning ordinance with the addition of Article 17, establishing the City's first form-based code (FBC) zone district. Form-based codes are a unique method of land use regulation which offers a more design-forward approach than traditional zoning. Form-based codes seek to provide a high-quality urban environment by using physical form as the organizing principle of regulation rather than the separation of land use, as seen in traditional zoning practice. The FBC zone is in the central portion of the City, bound by East Tuolumne Street on the north, South 5th Street on the east, and South 8th Street on the west.

Activities

- No activities were approved in the FBC zone.

CIRCULATION ELEMENT

The purpose of the Circulation Element is to provide for a safe, convenient, and efficient transportation system. The Circulation Element has been designed to accommodate anticipated transportation needs based on the land use element. In compliance with state law, all city and county general plans must contain a circulation element that designates future road improvements and extensions, addresses non-motorized transportation alternatives, and identifies funding options. The intent of the Element is to:

- identify transportation needs and issues within the City, as well as regional relationships that affect the transportation system;
- consider alternatives other than the single-occupant vehicle as essential in providing services and access to facilities; and
- establish policies that coordinate regional transportation planning circulation system with General Plan and area plan land use maps and provide direction for future decision-making.

Activities

- Street improvements were constructed and completed on Main Street from 3rd Street to Adams Avenue, and Vine Street from Golden State Boulevard to 4th Street.

- City Council approved a scope of work for conceptual designs of downtown streetscapes.
- The City was awarded a grant from Caltrans to complete the Bicycle, Pedestrian, and Trails Master Plan
- Construction of the Golden State Boulevard Bike and Pedestrian path project, between Adams and Clayton Avenues commenced.

ECONOMIC DEVELOPMENT

Fowler's economic strength comes from its residents, businesses, schools, community organizations, and government. Economic development efforts within the City work to expand resources for those groups. General Plan policies that foster infrastructure improvements, downtown preservation, and business friendly practices guide City leaders to enhance the quality of life and economy in Fowler.

Activities

- The City continues to work with the Fresno County Economic Development Corporation (EDC) to site businesses in Fowler.

HOUSING ELEMENT

The Housing Element is an important State-mandated requirement of the General Plan. The Housing Element establishes comprehensive goals, policies, and programs to meet a jurisdiction's share of the RHNA. The Housing Element establishes a comprehensive policy framework to implement Fowler's residential strategies and outlines the City's plan for meeting community housing needs. The determination of regional housing need begins with the HCD and California Department of Finance (DOF), which first calculates statewide housing needs based upon population projections and regional population forecasts used in preparing regional transportation plans. The Statewide need is then distributed to regional Councils of Government (COGs) throughout California, who work with cities and counties within their purview to assign each jurisdiction its share of the RHNA. The RHNA itself is divided into five income categories that encompass all levels of housing need. RHNA goals are measured by the number of housing units entitled and/or permitted by a local jurisdiction in a given timeframe.

The City of Fowler is a member of the Fresno County Council of Governments (Fresno COG), which is composed of the 15 cities and the unincorporated areas of Fresno County. Fresno COG is responsible for distributing the RHNA to the local governments through an allocation methodology that is consistent with development and growth patterns. Fowler's RHNA for the current eight-year projection period from December 2015 through December 2023 is 524 housing units and is equivalent to an annual production rate of 66 units. A large portion of Fowler's current RHNA goal (39%) is focused on the categories of Extremely-Low Income (ELI) households, Very-Low (VLI) Income households, and Low Income (LI) households, as defined by HCD. These categories serve households with the greatest housing need but are also the hardest to build because of the significant subsidies generally required to develop these homes.

The City Council elected to participate in the preparation of a Multi-Jurisdictional Housing Element (MJHE) with the cities of Clovis, Coalinga, Huron, Kerman, Kingsburg, Mendota, Parlier, Reedley, San Joaquin, Sanger, Selma, and the unincorporated areas of Fresno County as part of the Fresno Multi-Jurisdictional 2015-2023 MJHE.

The Housing Element is currently in the process of being updated, with completion anticipated to occur at the end of 2023. The updated Housing Element will cover a planning period from 2023 through 2031.

Activities

- In accordance with Section 65400 of the California Government Code, the City is required to prepare an annual report on the status and progress in implementing the City's Housing Element using forms and definitions adopted by the Department of Housing and Community Development. The completed forms for the 2022 calendar year are attached in Attachment A to this report.

ATTACHMENT A: HOUSING ELEMENT ANNUAL PROGRESS REPORT

CITY OF FOWLER
ANNUAL PROGRESS REPORT

Reporting Year	2022	(Jan. 1 - Dec. 31)
Planning Period	5th Cycle	12/31/2015 - 12/31/2023

Building Permits Issued by Affordability Summary		
Income Level		Current Year
Very Low	Deed Restricted	0
	Non-Deed Restricted	0
Low	Deed Restricted	0
	Non-Deed Restricted	1
Moderate	Deed Restricted	0
	Non-Deed Restricted	70
Above Moderate		19
Total Units		90

Note: Units serving extremely low-income households are included in the very low-income permitted units totals

Units by Structure Type	Entitled	Permitted	Completed
SFA	0	0	0
SFD	1	89	119
2 to 4	0	0	0
5+	0	0	0
ADU	3	1	0
MH	0	0	0
Total	4	90	119

Housing Applications Summary	
Total Housing Applications Submitted:	8
Number of Proposed Units in All Applications Received:	28
Total Housing Units Approved:	4
Total Housing Units Disapproved:	0

Use of SB 35 Streamlining Provisions	
Number of Applications for Streamlining	0
Number of Streamlining Applications Approved	0
Total Developments Approved with Streamlining	0
Total Units Constructed with Streamlining	0

Units Constructed - SB 35 Streamlining Permits			
Income	Rental	Ownership	Total
Very Low	0	0	0
Low	0	0	0
Moderate	0	0	0
Above Moderate	0	0	0
Total	0	0	0

Cells in grey contain auto-calculation formulas

Jurisdiction	Fowler	
Reporting Year	2022	(Jan. 1 - Dec. 31)

**ANNUAL ELEMENT PROGRESS REPORT
Local Early Action Planning (LEAP) Reporting
(CCR Title 25 §6202)**

Please update the status of the proposed uses listed in the entity's application for funding and the corresponding impact on housing within the region or jurisdiction, as applicable, categorized based on the eligible uses specified in Section 50515.02 or 50515.03, as applicable.

Total Award Amount	\$	-	<i>Total award amount is auto-populated based on amounts entered in rows 15-26.</i>		
Task	\$ Amount Awarded	\$ Cumulative Reimbursement Requested	Task Status	Other Funding	Notes

Summary of entitlements, building permits, and certificates of occupancy (auto-populated from Table A2)

Completed Entitlement Issued by Affordability Summary		
Income Level		Current Year
Very Low	Deed Restricted	0
	Non-Deed Restricted	0
Low	Deed Restricted	0
	Non-Deed Restricted	3
Moderate	Deed Restricted	0
	Non-Deed Restricted	0
Above Moderate		1
Total Units		4

Building Permits Issued by Affordability Summary		
Income Level		Current Year
Very Low	Deed Restricted	0
	Non-Deed Restricted	0
Low	Deed Restricted	0
	Non-Deed Restricted	1
Moderate	Deed Restricted	0
	Non-Deed Restricted	70
Above Moderate		19
Total Units		90

Certificate of Occupancy Issued by Affordability Summary		
Income Level		Current Year
Very Low	Deed Restricted	0
	Non-Deed Restricted	0
Low	Deed Restricted	0
	Non-Deed Restricted	0
Moderate	Deed Restricted	0
	Non-Deed Restricted	92
Above Moderate		27
Total Units		119

Jurisdiction	Fowler	
Reporting Year	2022	(Jan. 1 - Dec. 31)
Planning Period	5th Cycle	12/31/2015 - 12/31/2023

ANNUAL ELEMENT PROGRESS REPORT Housing Element Implementation

This table is auto-populated once you enter your jurisdiction name and current year data. Past year information comes from previous APRs.
Please contact HCD if your data is different than the material supplied here

Table B Regional Housing Needs Allocation Progress Permitted Units Issued by Affordability														
		1	2										3	4
Income Level		RHNA Allocation by Income Level	2015	2016	2017	2018	2019	2020	2021	2022	2023	Total Units to Date (all years)	Total Remaining RHNA by Income Level	
Very Low	Deed Restricted	123	-	-	-	-	-	-	-	-	-	-	123	
	Non-Deed Restricted		-	-	-	-	-	-	-	-	-	-		
Low	Deed Restricted	83	-	-	-	-	-	-	-	-	-	1	82	
	Non-Deed Restricted		-	-	-	-	-	-	-	1	-	-		
Moderate	Deed Restricted	75	-	-	-	-	-	-	-	-	-	219	-	
	Non-Deed Restricted		-	5	-	-	22	46	76	70	-	-		
Above Moderate		243	-	64	27	34	29	9	34	19	-	216	27	
Total RHNA		524												
Total Units			-	69	27	34	51	55	110	90	-	436	232	
Progress toward extremely low-income housing need, as determined pursuant to Government Code 65583(a)(1).														
		5	2015	2016	2017	2018	2019	2020	2021	2022	2023	6	7	
Extremely low-Income Need		Extremely low-Income Need										Total Units to Date	Total Units Remaining	
Extremely Low-Income Units*		62	-	-	-	-	-	-	-	-	-	-	62	

*Extremely low-income housing need determined pursuant to Government Code 65583(a)(1). Value in Section 5 is default value, assumed to be half of the very low-income RHNA. May be overwritten.

Note: units serving extremely low-income households are included in the very low-income RHNA progress and must be reported as very low-income units in section 7 of Table A2. They must also be reported in the extremely low-income category (section 13) in Table A2 to be counted as progress toward meeting the extremely low-income housing need determined pursuant to Government Code 65583(a)(1).

Please note: For the last year of the 5th cycle, Table B will only include units that were permitted during the portion of the year that was in the 5th cycle. For the first year of the 6th cycle, Table B will only include units that were permitted since the start of the planning period. Projection Period units are in a separate column.

Please note: The APR form can only display data for one planning period. To view progress for a different planning period, you may login to HCD's online APR system, or contact HCD staff at apr@hcd.ca.gov.

ANNUAL ELEMENT PROGRESS REPORT

Housing Element Implementation

Jurisdiction	Fowler
Reporting Year	2022 (Jan. 1 - Dec. 31)

Table D

Program Implementation Status pursuant to GC Section 65583

Housing Programs Progress Report

Describe progress of all programs including local efforts to remove governmental constraints to the maintenance, improvement, and development of housing as identified in the housing element.

1	2	3	4
Name of Program	Objective	Timeframe in H.E	Status of Program Implementation
1: Regional Collaboration on Housing Opportunities	To ensure that regional housing needs are met collaboratively within Fresno County	Ongoing	The City of Fowler continues to participate in the Countywide Housing Element Technical Committee which collaborates on implementation including infrastructure challenges, homelessness, and fair housing.
2: Review Annexation Standards in Memorandum of Understanding	To remove barriers in the development of affordable housing	2023	The City of Fowler will work with Fresno County to review standards for annexation contained in the Memorandum of Understanding between the County and city as they may effect affordable housing. MOU standards require that a minimum of 50% of annexation areas have an approved development plan. Because annexation is therefore dependent on developers with "shovel ready" projects, the ability of cities to <u>prezone land for affordable housing is limited</u> .
3: Provision of Adequate Sites	Provide for a variety of housing types and ensure that adequate sites are available to meet RHN	Ongoing	The City created an inventory of undeveloped land resources in 2021 and will upload the inventory to the City's website.
4: Monitoring of Residential Capacity (No Net Loss)	To monitor and control the removal of needed housing units from the housing stock	Ongoing	The City of Fowler will continue to complete their Annual Progress Reports and participate in the RHNA allocation efforts beginning in 2023 to ensure that there is <u>no net loss in land zoned for residential development</u> .
5: Lot Consolidation and Lot Splits	To promote efficient use of land for residential development pursuant to the Subdivision Map Act	Ongoing	As part of the inventory of residential land resources the City will identify opportunities for lot consolidation or lot splitting by the end of 2019. SB 2 funds are being used to update the subdivision ordinance to make it more user-friendly and further facilitate residential development.
6: Water and Wastewater Capacity	To remove obstacles from the development of affordable housing	Ongoing	The City will continue to map water and wastewater capacity concerns. The City completed a water model in 2020 which identified areas of concern related to water capacity. The City procured a DWR grant to construct a new well on the west side of the City.
7: Affordable Housing Incentives	To provide incentives for the development of affordable housing	Ongoing	The City of Fowler will update their Density Bonus Ordinance as part of the ongoing <u>comprehensive Zoning Ordinance update</u> .
8: Farmworker Housing	To support and encourage the development of housing specifically aimed at farmworkers	Ongoing	The City will continue to work with the Fresno Housing Authority and Self-Help Enterprises in seeking grant funds for farmworker housing.
9: Preserving Assisted Housing	Annually monitor the status of assisted housing stock that may be at risk of converting to market rate.	Ongoing	The City assisted the Fresno Housing Authority in their efforts to obtain tax credit allocation for their Walnut Grove apartment complex. The Magill Terrace project was completed in 2019. The Walnut Grove apartment complex was remodeled in 2020. <u>The City will continue to monitor their progress</u> .
10: Accessory Units (Second Units)	To facilitate construction of affordable housing units	Ongoing	The City has amended their Accessory Dwelling Unit (ADU) ordinance to be compliant with new state law. City staff will be conducting an ADU education program in 2022. <u>Informational fliers will be available at City Hall</u> .
11: Zoning Code Amendments	To amend the Zoning Code to address a variety of housing options, including <u>special needs groups</u>	Within one year of HE adoption with annual reviews	The City of Fowler will update their Density Bonus Ordinance as part of the ongoing comprehensive Zoning Ordinance update.
12: Monitoring Planning and Development Fees	To ensure fees do not unduly constrain housing development	Ongoing	The City will continue to monitor their development fees each January.
13: Code Enforcement	To enforce standard abatement and reinstate the City's Home Improvement Grant Program.	Ongoing	The City will continue to look for grant programs to assist property owners to bring their homes into compliance with City codes. The City reinstated the code enforcement <u>division in 2019</u> .
14: First-Time Home Buyer Resources	To pursue and disseminate available resources to the public	Ongoing	The City will continually update their website to include available homebuyer resources. The City applied for a PLHA grant to provide first-time homebuyers with funding for <u>closing costs and other similar expenses</u> .
15: Energy Conservation	To promote energy conservation in housing rehabilitation.	Ongoing	The City continues to support PG&E programs that provide energy efficiency rebates and implements the Building codes that support and encourage alternative energy.
16: Housing Choice Vouchers	To disseminate information, refer interested households to the Housing Authority, and encourage landlords to participate.	Ongoing	The City will continually update their website to include available homebuyer resources including information on the Housing Choice Voucher Program.
17: Fair Housing	To assist in promoting fair resources available in the region	Ongoing	The City will continually update their website and work with the Fair Housing Council of Central Valley and the Fresno Housing Authority to provide education to lenders, real estate professionals, and the community at large to promote fair housing services <u>available in the region</u> .



CITY COUNCIL OF THE CITY OF FOWLER

ITEM NO: 6-F

REPORT TO THE CITY COUNCIL

March 6, 2023

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

SUBJECT

APPROVE an agreement with HdL EconSolutions for retail attraction services in an amount not to exceed \$14,500 on a lump-sum basis and \$35,000 on a time and materials basis, through June 30, 2024, and authorize the City Manager to negotiate the agreement.

RECOMMENDATION

Staff recommend the City Council take the above action.

BACKGROUND

City Staff engaged in conversations with various retail attraction vendor and determined HdL EconSolutions (HdL) to be the best qualified. As HdL already provide the City sales tax analytics services, there is a natural understanding of the City and our economic base, that will be advantageous in this consulting engagement.

HdL will provide the City with market analytics on three trade areas (such as grocery, pharmacy, and retail dining), will prepare a community profile for retailer outreach, and will prepare a report on possible retailers and restaurants that have voids in this market area. Once that data is prepared, HdL will then be able conduct personalized outreach on behalf of the City. HdL's extensive network and relationships with retailers, franchisors, brokers, and developers allows them to make connections and initiate outreach on behalf of the City that City staff could not perform as successfully.

Staff anticipate HdL being able to have some of their initial work prepared in order to have resources for City staff and HdL staff to represent the City at the International Council of Shopping Centers trade show in May.

ENVIRONMENTAL REVIEW

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

FISCAL IMPACT

Staff anticipate some expenses to occur in the current fiscal year, and staff will prepare a budget amendment, if necessary. The remainder of the costs will be included in fiscal year 2023/24 proposed budget.

CONFLICT OF INTEREST

Staff is not aware of any conflicts of interest.

Attachments

- Agreement
- Agreement Exhibit A – Scope of Services

CITY OF FOWLER
CONTRACT SERVICES AGREEMENT FOR PROFESSIONAL SERVICES

This Contract Services Agreement for Professional Services ("Agreement") is entered into between the City of Fowler, a California general law city ("City") and HdL ECONsolutions ("Vendor") with respect to the following recitals, which are a substantive part of this Agreement. This Agreement shall be effective on the latest date signed below ("Effective Date").

RECITALS

- A. City desires to engage the services of a qualified vendor to economic development services ("Services") more fully described in **Exhibit A**, which is attached hereto and incorporated by reference.
- B. Vendor is engaged in the business of providing these Services and hereby warrants and represents that Vendor is qualified, experienced, and capable of providing these Services, and possesses any required licenses, certifications, security/bonding, and/or training necessary thereto.
- C. City desires to contract with Vendor to provide these Services on the terms and conditions as set forth in this Agreement.

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

AGREEMENT

- 1. Scope of Work. Vendor agrees to perform the services as more fully described in **Exhibit A** attached hereto and incorporated herein by reference ("Services"). Changes in the scope of Services, including work incidental to the Services, shall be made in writing and particularly describe the changes in Services, payment/costs, and schedule/term, as applicable.
- 2. Schedule. City and Vendor shall mutually agree on a schedule for performing the Services. The schedule shall be subject to modification based on the City's operational needs. City will notify Vendor in advance of any modification to the schedule.
- 3. Term of Agreement; Commencement of Services. The term of this Agreement shall begin on the Effective Date and shall terminate on June 30, 2024, unless extended by mutual written agreement of the Parties. Notwithstanding the preceding sentence, this Agreement may be terminated during the term in accordance with Section 17 herein.
- 4. Payment for Services. City shall pay Vendor for the Services performed pursuant to this Agreement as follows: Tasks 1, 2, and 3 shall occur on a lump sum basis, with the City providing written authorization before initiating each task. Tasks 4 and 5 shall occur on a time and materials basis. The total amount paid by City to Vendor pursuant to this Agreement shall not exceed forty-nine thousand five hundred dollars (\$49,500).

The foregoing is inclusive of all labor, equipment, materials, costs and expenses, taxes, and overhead. City shall pay Vendor for Services satisfactorily performed pursuant to this Agreement. Vendor shall submit an invoice to City containing detailed billing information regarding the Services provided and City shall tender payment to Vendor within thirty (30) days after receipt of invoice.

- 5. Independent Contractor Status. Vendor and its subcontractors, if any, shall perform the Services as independent contractors and not as officers, employees, agents or volunteers of City. Vendor is engaged in an

independently established trade, occupation, or business to perform the Services required by this Agreement and is hereby retained to perform work that is outside the usual course of City's business. Vendor is free from the control and direction of City in connection with the manner of performance of the work. Nothing contained in this Agreement shall be deemed to create any contractual relationship between City and Vendor's employees or subcontractors, nor shall anything contained in this Agreement be deemed to give any third party, including but not limited to Vendor's employees or subcontractors, any claim or right of action against City.

6. Vendor Representations; Standard of Care; Compliance with Law. Vendor represents that Vendor and any subcontractors utilized by Vendor are and will be qualified in the field for which Services are being provided under this Agreement, and Vendor and any subcontractors are now, and will be throughout their performance of the Services under this Agreement, properly licensed, certified, secured/bonded, trained, and/or otherwise qualified and authorized to perform the Services required and contemplated by this Agreement, as may be required by law. Vendor and its subcontractors shall utilize the standard of care and skill customarily exercised by members of their profession, shall use reasonable diligence and best judgment while performing the Services, and shall comply with all applicable laws, regulations, and industry standards, including anti-discrimination and anti-harassment laws. Vendor shall comply with all Labor Code requirements for public works projects if applicable to Vendor's work under this Agreement.

7. [Reserved]

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

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

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

11. [Reserved]

12. [Reserved]

13. City Name and Logo. Vendor shall not use City's name or insignia, photographs relating to the City projects or work for which Vendor's services are rendered, or any publicity pertaining to the Vendor's Services under this Agreement in any magazine, trade paper, newspaper, television or radio production, internet website, social media, or other similar medium without the prior written consent of City.

14. Conflicts of Interest. Vendor warrants that neither Vendor nor any of its employees have an improper interest, present or contemplated, in the Services which would affect Vendor's or its employees' performance of the Services. Vendor further warrants that neither Vendor nor any of its employees have real property, business interests or income that will be affected by the Services. Vendor covenants that no person having any such interest, whether an employee or subcontractor shall perform the Services under this Agreement. During

the performance of the Services, Vendor shall not employ or retain the services of any person who is employed by the City or a member of any City Board or Commission.

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

16. City Right to Employ Other Vendors. Unless **Exhibit A** specifically provides that the Services City seeks pursuant to this Agreement are exclusive to Vendor, this Agreement and the performance of the Services are non-exclusive and City reserves the right to employ other vendors or contractors in connection with the Services while this Agreement is in effect.

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

a. Termination by City: For Convenience. City may at its discretion terminate this Agreement for convenience and without cause upon fourteen (14) days prior written notice to Vendor. Upon receipt of a termination notice pursuant to this subsection, Vendor shall promptly discontinue all Services affected, unless the notice directs otherwise.

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

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

d. Effect of Termination. Upon termination of this Agreement, Vendor shall promptly discontinue all Services affected, unless the notice of termination directs otherwise.

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

19. Indemnity and Defense. Vendor hereby agrees to indemnify, 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 Vendor or its subcontractors relating to the performance of Services described herein to the fullest extent permitted by law, unless the injuries or damages are the result of City's sole negligence or willful misconduct, subject to any limitations imposed by law. Vendor and City agree that said indemnity 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. Vendor agrees to pay all taxes, licenses, and fees levied or assessed by any governmental agency on Vendor as a result of the sale of the Equipment and/or performance of Services under this Agreement, and unemployment and workers' compensation insurance, social security, or any other taxes upon the wages of Vendor, its employees, agents, and representatives. Vendor agrees to obtain and maintain a

business license from City and pay the applicable business license fee to City during the term of this Agreement.

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

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

- a. Personally delivered to the party to whom it is directed. Service shall be deemed the date of delivery.
- b. Delivered by e-mail to a known address of the party to whom it is directed provided the e-mail is accompanied by an acknowledgment of receipt by the other party. Service shall be deemed the date of acknowledgement.
- c. Delivery by a reliable overnight delivery service, ex., Federal Express, receipted, addressed to the addressees set forth below the signatories to this Agreement. Service shall be deemed the date of delivery.
- d. Delivery by deposit in the United States mail, first class, postage prepaid. Service shall be deemed delivered ninety-six (96) hours after deposit.

23. Entire Agreement. This Agreement, including any referenced Exhibits, represents the entire agreement between City and Vendor and supersedes all prior negotiations, representations or agreements, either written or oral with respect to the subject matter herein.

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

25. Authority. The signatories to this Agreement warrant and represent that they have the legal right, power, and authority to execute this Agreement and bind their respective entities.

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

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

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

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

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

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

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

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

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

HDL ECONSOLUTIONS

CITY OF FOWLER

Barry Foster
Principal/Managing Director

Wilma Tucker
City Manager

Date: _____

Date: _____

120 South State College Boulevard, Suite 200
Brea, CA 92821
(951) 233-0141

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

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

(i) General Liability Insurance (including operations, products and completed operations coverages) in an amount not less than \$2,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

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

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

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

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

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

(i) The City, its officers, officials, employees, agents, and volunteers are to be covered as insured's with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Vendor; and with respect to liability arising out of work or operations performed by or on behalf of the Vendor including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Vendor's insurance (at least as broad as ISO Form 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33 or CG 20 38; and CG 20 37 forms if later revisions used).

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

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

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

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

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

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

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

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

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

EXHIBIT C
CERTIFICATE OF INSURANCE

DRAFT

City of Fowler – Proposal & Qualifications for Economic Development Services

Submitted By:

HdL ECONsolutions

120 S. State College Blvd., Suite 200

Brea, CA 92821

www.hdlcompanies.com

Contact:

Barry Foster, Principal/Managing Director

714.879.5000

bfoster@hdlcompanies.com



LETTER OF TRANSMITTAL

February 2, 2023

RE: Proposal/Qualifications for Economic Development Services

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

Thank you for the opportunity to present a proposal & our qualifications to the City of Fowler to provide economic development related services, including retail recruitment services. Hinderliter de Llamas Associates (HdL) is a nearly 40-year-old consulting firm with corporate offices in Brea California and a Bay Area office in Pleasanton, plus another California office in Fresno. HdL is a highly respected consulting firm working in sales tax, property tax, tax & fee administration, revenue analysis, economic development and cannabis management. HdL ECONSolutions was formed by HdL in 2014 to provide a variety of economic development products, services and special projects in further serving local governments. HdL ECONSolutions has done work for 170 local governments in California and presently is working for 25 California cities and a few private sector developers on a variety of economic development related services. HdL is providing Economic Development staffing services for six cities. HdL has assisted 20 cities with ARPA support or management of shop local digital gift card programs, along with several more coming on board soon for new shop local digital gift card programs.

HdL ECONSolutions is well positioned to provide retail recruitment services for the City of Fowler. HdL has facilitated 70 retail/restaurant placements in the past 7 years, generating more than \$4.0 million annually in new annual sales tax revenue. HdL ECONSolutions team of seven professionals have over 150 years of experience in local government / community and economic development.

Please feel free to call me if you have questions or require additional information. I can be reached at 951.233.0414 or by email at bfoster@hdlcompanies.com. If HdL ECONSolutions is selected to do the work in Fowler, I will serve as the Project Manager, with staff support from two highly qualified Senior Advisors- Sandra Meyer and Kirstin Hinds, as well as a highly effective Analyst-Fienna Cheng.

Sincerely,



Barry Foster
Principal/Managing Director

TEAM STAFFING

For the Fowler project, HdL ECONSolutions will use a team of four professionals that have more than 80 years of experience working in community and economic development.

HdL ECONSolutions Team

BARRY FOSTER – MANAGING DIRECTOR, HDL COMPANIES

CELL PHONE: 951.233.0414 EMAIL: bfoster@hdlcompanies.com

Barry Foster has more than 40 years of local government experience including 23 years in Southern California working for the cities of Moreno Valley, Rancho Mirage, Monrovia, and Loma Linda, as well as an additional 8.5 years with the HdL Companies. Mr. Foster has more than 32 years of economic development experience. As a Principal & Managing Director with HdL, Barry Foster started the ECONSolutions Division for HdL and has worked with 170 local governments in a variety of economic development related services. Additionally, he worked as a Development Consultant with five developers and retail advisors in Southern California. Over the years, he has helped facilitate more than 32 million square feet of new development projects including logistics-distribution, shopping centers, commercial retail/office, medical-healthcare, hotels, and auto centers. Mr. Foster is member of the International Council of Shopping Centers, as well as being a past President of the Municipal Management Assistants of Southern California (MMSASC). He holds a Bachelor of Science degree from Minnesota State University-Mankato and a Master of Public Administration from the University of Kansas.

KIRSTIN HINDS – SENIOR ADVISOR, HDL COMPANIES

Ms. Hinds began working for HdL in 2021 as a Senior Advisor working out of the Pleasanton office. Prior to joining HdL, Ms. Hinds worked in the public sector for the cities of Freeport IL and Wood Dale IL. While in Freeport Kirstin was the Community and Economic Development Director. In 2019, she was awarded an ICMA Local Government Management Fellowship. Ms. Hinds holds a Bachelor of Arts degree in Communication Studies & Interdepartmental Business Studies from the University of Iowa, as well as Master of Public Administration from Northern Illinois University.

SANDRA MEYER – SENIOR ADVISOR, HDL COMPANIES

Specializing in Community Development and Organizational Leadership, Sandra Meyer consults with clients using the experience she gained as the former Community and Economic Development Director for the City of Walnut Creek. With a 35-year career in the public sector focused on municipal planning and management, Sandra's services to clients include: General Plan and Specific Plan Development and Implementation; Comprehensive Zoning Code Updates and Amendments; Planning Policy Studies and Program Development; Development Project Management; Development Services Process Improvement; and Organizational Effectiveness and Program Evaluation. In addition to her significant professional experience, Sandra earned a Bachelor of Science Degree in Environmental Planning and Management from the University of California, Davis.

FIENNA CHENG – ANALYST, HDL COMPANIES

Fienna Cheng joined HdL early in 2020 as an Analyst and works on a variety of analytics and revenue analysis projects, as well as supporting much of the divisions administration needs. Ms. Cheng has experience in the private sector in the healthcare and insurance industries. Ms. Cheng received a Bachelor of Arts in Economics from the University of California Irvine.

COMPANY OVERVIEW

THE RIGHT CONSULTANT – STRONG QUALIFICATIONS, PROVEN EXPERIENCE AND DRIVEN BY RESULTS

Hinderliter de Llamas & Associates (HdL) has been in business for nearly 40 years. The firm is highly respected in the consulting industry with extensive experience working with local government agencies. The HdL team is highly qualified and has the necessary resources to complete a consulting contract right and on time. Many of HdL's clients have used HdL's services for many years because of the superior customer service delivered by the company and its highly professional team. HdL has the largest privately held sales tax database in California and can provide expert in-depth forecasts and updates on economic trends. HdL is recognized as a leader in financial analysis, data analysis, market studies and economic forecasts. The firm is 100% employee owned with many of the staff having extensive local government experience in an executive management role with finance, planning, economic development, or city management. This close understanding of local government needs, coupled with extensive databases and advanced software capability provides for the most relevant, productive, and responsive revenue recovery, forecasting and economic development consulting services available.

HdL ECONsolutions

In 2014, HdL Companies created HdL ECONsolutions to expand services in providing strategic planning and consulting services to assist local governments with economic development planning and execution. HdL ECONsolutions offers a variety of products and services for customized solutions based on a client's budget needs and specific development requirements.

Whether you need to understand a trade area, fill a vacancy, or market a shopping center, HdL ECONsolutions will collaborate with city staff, developers, and real estate professionals to bring increased economic activity to your community. We will work with city staff in formulating steps to capitalize on near-term opportunities, evaluate areas for redevelopment or repositioning of commercial shopping centers, future revenue projections and feasibility studies to ultimately devise a strategy to encourage commercial development in your city through an understanding of your marketplace.

Our HdL ECONsolutions staff has over 150 years of local economic development and community development experience in California. HdL ECONsolutions offers up-to-date data capability, an online GIS platform with state-of-the-art software for market analytics and the ability to leverage HdL's extensive database systems. HdL ECONsolutions can engage in projects of every size ranging from data analysis to comprehensive studies to advisory support and to public/private collaboration.

In addition to our in-house services, HdL ECONsolutions will be partnering with Shannon Green of the Richlee Group who will be providing any needed commercial real estate brokerage services. Ms. Green has more than 25 years of retail brokerage and development experience. In addition to being the Managing Principal with the Richlee Group, Ms. Green is also a Development Partner with Arizona Partners, a highly respected commercial retail development company active in California and the southwest United States.

The HdL ECONsolutions Team and Ms. Green are active and longtime members of the International Council of Shopping Centers (ICSC); HdL ECONsolutions attends ICSC events in Las Vegas, San Diego and Monterey on behalf of numerous clients including scheduling and participating in meetings with real estate professionals, site selectors, developers and retail representatives. The ICSC event in Las Vegas in May 2022 was the 31st year that Barry Foster has attended the annual ICSC Conference and trade show in Las Vegas.

Software Capabilities

HdL has a license agreement with SiteSeer Technologies, LLC to use a software program called Site Decision Systems (SDS) to be used for the preparation of a variety of demographic trade area and retail development reports. SiteSeer and an affiliated company, x-span results, work with many retailers including Albertsons, Publix, Petco, Panda Restaurants and WinCo.

HdL has the largest privately held sales tax database in the State of California with sales tax data for 99% of the state's businesses. The firm's proprietary sales tax/software system affords numerous opportunities to prepare economic development reports. Some of the full range of economic development related services provided through HdL ECONSolutions include the following:

- Administrative Support for ARPA Business Assistance Programs
- ARPA Support Services
- Community Profile
- Economic Development Action Plan
- Financial Impact Analysis & Revenue Projection
- INSIGHT Market Analytics
- Retail Attraction Support
- Retail Performance Assessment
- Reuse & Redevelopment Study
- Site Selection Assistance
- Shop Local Digital Gift Card Program Support
- Trade Area & Void Analysis

HdL ECONSolutions Clients

HdL ECONSolutions Clients

HdL ECONSolutions has quickly become a premier partner providing economic development services for many California cities. HdL ECONSolutions has worked with the following cities:

Retail Recruitment

A specialty of HdL ECONSolutions is the ability to actively assist with retail attraction efforts through a variety of tools including consumer demand and market supply assessments, market analytics, void analysis, and site selection reports. HdL ECONSolutions can also present clients with an active involvement in retail recruitment efforts. Barry Foster has significant experience and a demonstrated track record in retail attraction and has established solid contacts with site selectors, real estate professionals, developers and corporate executives



while working in California for the past 32 years. A sampling of the types of projects and businesses Barry Foster and HdL ECONSolutions have worked with include:

RESTAURANTS

- Bloomin’ Brands (Outback Steakhouse, Roy’s, Flemings)
- Brinker International (Chili’s, On the Border)
- Buffalo Wild Wings
- Cheesecake Factory
- Café Rio
- Dine Equity (Applebee’s & IHOP)
- Darden Restaurant (Olive Garden, Lone Star Steakhouse, Red Lobster & Yard House)
- Golden Corral
- Panda Restaurants
- Panera Bread
- Raising Cane’s
- Waba Grill

RETAILERS/MARKETS

- Aldi
- BevMo
- Burlington
- Costco
- Dick’s Sporting Goods
- Hobby Lobby
- Ross Stores
- Smart & Final
- Sprouts
- Target
- TJX Companies (TJ Maxx, Home Goods & Marshalls)
- Trader Joes
- Walmart
- Whole Foods

HdL ECONSolutions is *Driven BY RESULTS*

HdL ECONSolutions provides business attraction support services for many cities in California. Success with business attraction in Apple Valley, Banning, Covina, Diamond Bar, Eastvale, Indio, Lake Forest, Marina, National City, Ridgecrest, Temple City, Upland, Vallejo, and Victorville has resulted in a number of new businesses, as represented in the image to the right. HdL ECONSolutions has helped facilitate 70 retail/restaurant placements that generated more than \$4.0 million annually in new sales tax revenue for our clients!



SCOPE OF WORK

The following represents the scope of work for the project. Tasks 1, 2 and 3 are fixed fee rate services.

1. **INSIGHT Market Analytics** (Fixed fee rate = \$3,500)

Preparation of INSIGHT-Market Analytics, HdL's comprehensive market analytics package consisting of several key assessments, profiles and reports for up to three trade areas in the City of Fowler, plus the City as whole. The INSIGHT-Market Analytics package includes:

- Consumer Demographic Profile: Uses the STI-PopStats data base with over 1,200 variables with bottom-up methodology for the highest accuracy level and dependable demographic information.
- Employment Profile: Uses the STI-Workplace database to deliver employment statistics for a community including employment by industry group and employment and employment by occupation group, along with daytime population and wage estimates within a defined market area.
- Household Segmentation Profile: Provides a deep understanding of consumer preferences, behaviors, and habits by segmenting 70 household clusters into one of 21 Lifestage Groups.
- Consumer Demand & Market Supply Assessment: Examine opportunity/gaps across 31 leading retail segments and 40 major product/service lines for insight on potential opportunities in a market area.

2. **Community Profile** (Fixed fee rate = \$6,000)

- **Community Profile**: HdL will prepare a summary of Fowler's characteristics, market area trends and local economic indicators in a condensed 4-6 page formatted document using the research and analyses above. The Community Profile can be used as a stand-alone marketing and economic development tool when talking to retailers, developers, and brokers.

3. **Marketplace Assessment & Gap Analysis** (Fixed fee rate = \$5,000)

The City of Fowler must gain an understanding of the existing retail marketplace, as well identify targets for future retail attraction opportunities that will provide a road map for Fowler's retail recruitment efforts including:

- Void Analysis Summary & Market Profile: Utilize the Commercial Retail Property Assessment and INSIGHT-Market Analytics to prepare void analysis to create a list of retailers and restaurants that could fill a void within a market area. The void analysis uses software that is supported by a database of over 1,200 national and regional retailers/restaurants with nearly 250,000 locations within the State of California.

Tasks 1, 2 and 3 will set the stage for retail attraction and other economic development support services. Fees for Tasks 4 and 5 are based on time and materials, set at a not-to-exceed amount.

4. **Retail Attraction Support Services** (Fees based on time and materials, not to exceed \$25,000)

HdL ECONsolutions shall support Fowler staff with active retail recruitment, including:

- Create customized materials and marketing packets for specific users as directed.
- Facilitate establishing meaningful relationships with retailers, site selectors and real estate professionals to promote retail opportunities.
- Utilize a data base of contacts (business representatives, site selectors and real estate professionals) for more than 500 leading retailers and restaurants, as well as Barry Foster having

significant long-term relationships and an Outlook data base with more than 1,700 people active in the development industry.

- Manage meetings and participate on behalf of Fowler at a variety of key retail trade events including ICSC RECON-Las Vegas, ICSC-Monterey, and ICSC Western Regional Conference ICSC-SD. HdL ECONSolutions staff have a combined active membership of more than 50 years with ICSC. Real Estate broker partner – Shannon Green has more than 25 years as a member of ICSC.
- Provide follow up with targeted retailers, shopping center owners/developers and real estate representatives on retail opportunities in Fowler.

5. Economic Development Support (Fees based on time and materials, not to exceed \$10,000)

- HdL will provide other economic development related support on an as needed basis.

COMPENSATION

Tasks 1, 2, and 3 described in the Scope of Work are fixed rate services at the rates identified below. Understanding that the effort/commitment to undertake tasks 4 & 5 described above is challenging, HdL is proposing that the work be billed on an hourly basis, not to exceed the amounts identified below.

Fixed Fees	
Description	Cost
1. INSIGHT Market Analytics for the City and up to 3 trade areas	\$3,500
2. Community Profile	\$6,000
3. Void Analysis Report	\$5,000
Total Compensation for Fixed Fee Services	\$14,500
Time & Materials	
Description	Cost
4. Retail Attraction Support Services (not to exceed amount)	\$25,000
5. Economic Development Support Services (not to exceed amount)	\$10,000
Total Compensation for Time & Material Services	\$35,000

The total annual cost for Economic Development Services, including the fixed fee & not-to-exceed time and material services shall not exceed \$49,500. The total annual cost includes a total fixed fee of \$14,500 for Economic Development Tasks 1, 2 & 3, along with not to exceed amount of \$35,000 (hourly rates described below) for the Economic Development Tasks 4 & 5.

Hourly Consulting Rates

Staff Position	Hourly Rate
Principal	\$250
Sr. Advisor	\$180
Analyst	\$100

Please review this proposal, along with our unique qualifications for the services. **Contact Barry Foster at 951.233.0414 with any questions.**

REFERENCES

Public Sector

The following are a sampling of our public-sector references:

<p>CITY OF DIAMOND BAR (Client 2015-2020) Dan Fox, City Manager 21810 E. Copley Drive Diamond Bar, CA 91765 909.839.7010</p>	<p>CITY OF LAKE FOREST (Current Client) Keith Neves, Assistant City Manager 100 Civic Center Drive Lake Forest, CA 92630 949.461.3421</p>
<p>CITY OF EASTVALE (Client 2016-2021) Henry Garcia, City Manager 12363 Limonite Ave. Ste. 910 Eastvale, CA 91752 951.999.1617</p>	<p>CITY OF PACIFIC GROVE (Current Client) Ben Harvey, City Manager 300 Forest Avenue Pacific Grove, CA 93950 213.364.2699</p>
<p>CITY OF HAWTHORNE (Current Client) Von Norris, City Manager 4455 W. 126th St. Hawthorne 90250 310.349.2908</p>	<p>CITY OF RANCHO SANTA MARGARITA (Current Client) Cheryl Kuta, Dev. Services Director 22112 El Paseo Rancho Santa Margarita, CA 92688 949.635.7950</p>
<p>CITY OF INDIO (Client 2015-2021) Carl Morgan, Economic Dev. Director 100 Civic Center Mall Indio, CA 92201 760.341.4203</p>	<p>CITY OF RIDGECREST (Current Client) Ronald Strand, City Manager 100 W. California Avenue Ridgecrest, CA 93555 760.499.5002</p>

Additional References

The following are sample of our private sector references

<p>BURLINGTON STORES Chris Kiehler, Director of Real Estate 13341 Mount Hood Drive Tustin, CA 92705 714.322.2545</p>	<p>PANDA RESTAURANTS Lucy Gan, Director of Real Estate 1683 Walnut Grove Ave Rosewood, CA 91770 310.926.5375</p>
<p>CHIPOTLE Amber Reed, Sr. Real Estate Manager- West 610 Newport Center Drive, Suite 1300 Newport Beach, CA 92660 650.422.0612</p>	<p>SMART & FINAL Casey Lynch, Real Estate Director 600 Citadel Dr. Commerce, CA 90040 323.869.7746</p>

<p>LUNDIN DEVELOPMENT Michael Lundin, Partner 16400 Pacific Coast Highway, #2007 Huntington Beach, CA 92649 562.307.7281</p>	<p>SAGE INVESTCO Patrick Charriou, Partner Von Karmen Ave #200 Newport Beach, CA 92660 949.923.1110</p>
<p>LEWIS RETAIL CENTERS Richard Lewis, President & Randall Lewis, Executive VP 1156 N. Mountain Ave Upland, CA 91785 909.946.7518</p>	<p>WABA GRILL Steven Wang, Real Estate Director 181 South Old Springs Road, 2nd Floor Anaheim Hills 92808 562.215.6106</p>
<p>PANERA BREAD Tim O’Kane, Sr. Real Estate Director 9105 N. 105th Place Scottsdale, AZ 85258 714.316.4296</p>	<p>WOOD INVESTMENTS INC. Patrick Wood, President/CEO 2950 Airway Ave, Suite A-9 Costa Mesa, CA 92627 949.300.0553</p>



CITY COUNCIL OF THE CITY OF FOWLER

ITEM NO: 6-G

REPORT TO THE CITY COUNCIL

March 6, 2023

FROM DARIO DOMINGUEZ, Public Works Director

SUBJECT

ACCEPT the City-Wide Water Meter Replacement Project for FY 2021-22.

RECOMMENDATION

Staff recommend the City Council accepts the City-Wide Water Meter Replacement Project for FY 2021-22 and authorize the Public Works Director to file the Notice of Completion.

BACKGROUND

The City Council previously awarded a contract to R.L Friend for the City-Wide Water Meter Replacement Project for FY 2021-22 at a regularly scheduled council meeting on November 2, 2021. The project improvements replaced 1,050 water meters within the City with new remote read meters. The project was constructed in accordance with the City Standard Drawings and to the satisfaction of the City Engineer and the Public Works Director for a total amount of \$165,548. The one-year warranty period will begin and project retention payments will be released upon the recording of the Notice of Completion, which will follow the Council's acceptance of the project.

ENVIRONMENTAL REVIEW

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

FISCAL IMPACT

Total project cost was \$165,548. The project was funded by the first tranche of the American Rescue Plan Act (ARPA) monies.

CONFLICT OF INTEREST

Staff is not aware of any conflicts of interest.

Attachments

- None

RESOLUTION NO. 2627

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FOWLER
TERMINATING THE DECLARED LOCAL EMERGENCY (COVID-19) AND
REPEALING RESOLUTION NO. 2461, AND THEREBY REPEALING ALL
EMERGENCY ORDERS IN THE CITY OF FOWLER**

WHEREAS, on March 17, 2020, with the approval of Resolution No. 2461, the City Council of the City of Fowler declared a local emergency as a result of the existence or threatened spread of COVID-19 in the City; and

WHEREAS, under the authority of Government Code sections 8610 and 8634, and Fowler Municipal Code (“FMC”) section 4.2.06, the Director of Emergency Services is empowered, upon declaration of a local emergency, to make and issue orders and regulations on matters reasonably related to the protection of life and property as affected by such emergency; and

WHEREAS, following approval of Resolution 2461 and the declared local emergency, the Director of Emergency Services issued Emergency Orders which were duly approved and confirmed by the City Council in accordance with FMC section 4.2.06(a)(6); and

WHEREAS, the Governor of California has terminated the declared emergency for the State of California as of February 28, 2023; and

WHEREAS, due to the improved conditions surrounding the COVID-19 pandemic in the City of Fowler, County of Fresno, State of California, and the United States of America, the City Council finds that the declared local emergency is no longer necessary.

NOW, THEREFORE, the City Council of the City of Fowler resolves as follows:

IT IS HEREBY ORDERED, effective immediately upon adoption of this Resolution, that:

1. Resolution 2461, approved by Fowler City Council on March 17, 2020, proclaiming the existence or threatened existence of a local emergency (COVID-19), is hereby repealed and the declared local emergency is terminated for the City of Fowler (See Attachment A).
2. All Orders issued by the Emergency Services Director following the declared local emergency (COVID-19) are hereby repealed.

* * * * *

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 March 6, 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

Daniel T. Parra, Mayor

ATTEST:

Angela Vasquez, Deputy City Clerk

J:\WDOCS\00250\255\RES\00933869.DOCX

CITY OF FOWLER

RESOLUTION NO. 2461

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FOWLER
PROCLAIMING THE EXISTENCE OR THREATENED EXISTENCE
OF A LOCAL EMERGENCY (COVID-19)**

WHEREAS, California Government Code section 8630 and Fowler Municipal Code section 4.2.06 empowers the City Council to proclaim a local emergency when the City of Fowler is affected or likely to be affected by the actual or threatened existence of conditions of disaster or of extreme peril to the safety of persons within the City; and

WHEREAS, as empowered by Fowler Municipal Code section 4.2.06, the City's Director of Emergency Services has requested that the City Council proclaim the existence or threatened existence of a local emergency as a result of the COVID-19 pandemic and the resulting public health emergency; and

WHEREAS, the City Council has reviewed and considered the request from the Director of Emergency Services, dated March 16, 2020, and the findings stated therein, which request is incorporated herein by reference as though set forth in full; and

WHEREAS, conditions of disaster or of extreme peril to the safety of persons within the City have arisen within the City of Fowler caused by the threatened spread of COVID-19, and the conditions warrant and necessitate proclaiming the existence or threatened existence of a local emergency.

NOW, THEREFORE, the City Council of the City of Fowler resolves as follows:

1. Proclaims that a local emergency now exists throughout the City.
2. During the existence of this local emergency, the powers, functions, and duties of the Director of Emergency Services and the Fowler Disaster Council shall be those prescribed by state law, ordinances and resolutions of the City.
3. The need for continuing this local emergency shall be reviewed as required by Government Code section 8630, and the City Council shall proclaim the termination of this local emergency at the earliest possible date that conditions warrant.

* * * * *

The foregoing resolution was introduced and adopted at a special meeting of the City Council of the City of Fowler held on March 17, 2020, by the following vote, to wit:

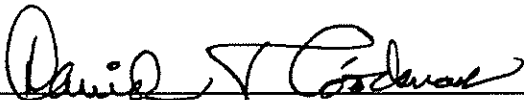
AYES: Cardenas, Hammer, Parra, & Kazarian

NOES: None

ABSENT: Rodriquez

ABSTAIN: None

Date: March 17, 2020.



David Cardenas, Mayor

Attest:



Jeannie Davis, City Manager/City Clerk