

**FOWLER CITY COUNCIL SPECIAL MEETING
AGENDA
DECEMBER 11, 2018
7:00 P.M.
CITY COUNCIL CHAMBER
128 S. 5TH STREET
FOWLER, CA 93625**

In compliance with the Americans with Disabilities Act, if you need special assistance to access the Council Chambers or to otherwise participate at this meeting, including auxiliary aids or services, please contact City Clerk Jeannie Davis at (559) 834-3113 ext. 302. Notification at least 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to the Council meeting. The City of Fowler is an equal opportunity provider and employer.

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.

1. Meeting called to order
2. Flag Salute and Pledge of Allegiance
3. Invocation
4. Roll call
5. Public Presentations - (This portion of the meeting 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.)

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.

6. Adoption of Resolution No. 2413, "A Resolution of the City Council of the City of Fowler Declaring Result of Municipal Election Held on November 6, 2018"
7. Installation of newly elected Councilmembers: City Clerk to administer Oath of Office to David Cardenas and Mark Rodriquez

8. Reorganization of City Council:

- ◆ Election of Mayor
- ◆ Election of Mayor Pro-Tem

9. Communications

10. Staff Reports

A) City Engineer's Report

- ◆ Adoption of Resolution No. 2414, "A Resolution of the City Council of the City of Fowler Approving Final Tract Map No. 5834 and Accepting Street Dedication and Easements"

B) City Manager's Report

C) Public Works Report

D) Finance Department Report

- ◆ Consider and Approve Budget Adjustment in the Amount of \$75,915 for Water Well Maintenance

E) Police Department Report

F) Fire Department Report

11. City Attorney's Report

12. Consent Calendar - *Items on the Consent Calendar are considered routine and shall be approved by one motion of the Council. If a Councilmember requests additional information or wants to comment on an item, **the vote should be held until the questions or comments are made, and then a single vote should be taken.** If a Councilmember **objects** to an item, **then** it should be removed and acted upon as a separate item.*

A) Ratification of Warrants – December 11, 2018

B) Approve Minutes of the City Council Meeting – November 6, 2018

C) Adoption of Resolution No. 2415, "A Resolution before the City Council of the City of Fowler State of California in the Matter of the Southeast Regional Solid Waste Joint Powers Agreement"

D) Adoption of Resolution No. 2416, "A Resolution of the City Council of the City of Fowler County of Fresno State of California Adopting Rules of Conduct for City Employees"

E) Adoption of Resolution No. 2417, "A Resolution of the City Council of the City of Fowler Approving A Whistleblower Policy"

13. Committee Reports (No action except where a specific report is on the agenda)

A) Approve Reappointment of David Cardenas as Trustee to a new term on the Consolidated Mosquito Abatement District (term of two or four years – at the discretion of the Council)

Mayor Cardenas
Mayor Pro-Tem Parra
Councilmember Hammer
Councilmember Kazarian
Councilmember Rodriquez

14. Closed Session:

- ◆ Pursuant to Government Code Section 54956.9(d)(1) - Conference with Legal Counsel – Existing Litigation - David Weisser v. City of Fowler (2 cases)

15. Adjournment

Next Ordinance No. 2018-04

Next Resolution No. 2418

CERTIFICATION: I, Corina Burrola, Deputy City Clerk of the City of Fowler, California, hereby certify that the foregoing agenda was posted for public review on Friday, December 7, 2018.



Corina Burrola
Deputy City Clerk

RESOLUTION NO. 2413

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FOWLER
DECLARING RESULT OF MUNICIPAL ELECTION HELD ON NOVEMBER 6, 2018**

WHEREAS, a municipal election for the purpose of electing two Councilmembers to fill terms expiring in November 2018, was duly consolidated with the Presidential General Election held on November 6, 2018; and

WHEREAS, said consolidated election was held on Tuesday, November 6, 2018; and

WHEREAS, the polling places and voting booths were the same and the election officers the same as those provided for said general statewide election within the City of Fowler; and

WHEREAS, said election was held in all respects as if there were one election, and only one form of ballot was used; and

WHEREAS, the Council of the City of Fowler met at the Council Chambers thereof in the City Hall in the City of Fowler on Tuesday, December 11, 2018, at the hour of 7:00 o'clock p. m. of said day to examine the returns of said election and declare the results of said election and install the newly elected officers at said election; and the returns of said election having been canvassed by the Fresno County Clerk who was retained by said City Council to conduct said general municipal election pursuant to the provisions of the Elections Code of the State of California, and said Fresno County Clerk having canvassed said returns in the form and manner required by law and having submitted to the City Council his certificate as to the results of the canvass of said general municipal election, the Council finds the whole number of votes cast, the names of the persons voted for, and all other matters required by law to be as hereinafter stated:

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

1. That said general municipal election was consolidated with a general statewide election held and conducted in the City of Fowler on Tuesday, the 6th of November 2018, in the time, form and manner required by law.
2. That there was a total of three (3) voting precincts, with the polling places, voting booths and election officers the same as provided for said general statewide election in the City of Fowler.
3. That the total ballots cast in said general municipal election were 1909; that the said ballots were cast by vote by mail ballot or at a voting precinct, for the persons, and the measure, in total numbers as set forth on the certificate of said Fresno County Clerk, a copy of which is attached hereto as Exhibit A.

Resolved, Therefore, that at said Consolidated General Municipal Election, **David Cardenas and Mark Rodriguez** were elected Councilmembers of the City of Fowler for the full term of four

(4) years; and resolved therefore that at said consolidated general municipal election Measure N was approved, authorizing the City of Fowler to implement a district sales tax measure,

The Clerk shall enter on the Records of the Council a statement of the results of the election, showing the following;

1. The whole number of votes cast in said City of Fowler for Councilmember;
2. The names of the persons voted for;
3. The measures voted upon;
4. The office for which each person was voted for;
5. The number of votes given at each precinct to each person and for and against each measure;
6. The number of votes given in the City to each person and for and against each measure.

BE IT FURTHER RESOLVED, that a "CERTIFICATE OF ELECTION" shall be executed and delivered to the Councilmembers elected at said election. The City Clerk shall administer to said Councilmembers so elected the oath of office prescribed in the State Constitution, and have him subscribe thereto, whereupon they shall be inducted into the office to which they have been elected.

The foregoing resolution was duly adopted by the Fowler City Council held on the 11th day of December, 2018 by the following vote to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Mayor of the City of Fowler

ATTEST:

City Clerk of the City of Fowler

Statement of Votes Cast
 Statewide General Election
 SOVC For 606 0 City Of Fowler, All Counters, City of Fowler

Date: 12/06/18
 Time: 14:06:11
 Page: 1 of 3

	TURN OUT		
	Reg. Voters	Cards Cast	% Turnout
Jurisdiction Wide			
0000217			
Polling	668	160	23.95%
Vote By Mail	668	188	28.14%
Total	668	348	52.10%
0000218			
Polling	1247	321	25.74%
Vote By Mail	1247	404	32.40%
Total	1247	725	58.14%
0000219			
Polling	1219	309	25.35%
Vote By Mail	1219	527	43.23%
Total	1219	836	68.58%
Total			
Polling	3134	790	25.21%
Vote By Mail	3134	1119	35.71%
Total	3134	1909	60.91%

Statement of Votes Cast
 Statewide General Election
 SOVC For 606 0 City Of Fowler, All Counters, City of Fowler

Date:12/06/18
 Time:14:06:11
 Page:2 of 3

FOWLER CITY COUNCIL									
	Reg. Voters	Times Counted	Total Votes	DAVID T. CARDENAS		PATRIC JONES		MARK RODRIQUEZ	
Jurisdiction Wide									
0000217									
Polling	668	160	211	97	45.97%	42	19.91%	71	33.65%
Vote By Mail	668	188	272	135	49.63%	41	15.07%	91	33.46%
Total	668	348	483	232	48.03%	83	17.18%	162	33.54%
0000218									
Polling	1247	321	452	223	49.34%	86	19.03%	137	30.31%
Vote By Mail	1247	404	621	289	46.54%	130	20.93%	198	31.88%
Total	1247	725	1073	512	47.72%	216	20.13%	335	31.22%
0000219									
Polling	1219	309	460	213	46.30%	78	16.96%	162	35.22%
Vote By Mail	1219	527	842	375	44.54%	150	17.81%	306	36.34%
Total	1219	836	1302	588	45.16%	228	17.51%	468	35.94%
Total									
Polling	3134	790	1123	533	47.46%	206	18.34%	370	32.95%
Vote By Mail	3134	1119	1735	799	46.05%	321	18.50%	595	34.29%
Total	3134	1909	2858	1332	46.61%	527	18.44%	965	33.76%

**Statement of Votes Cast
Statewide General Election**

Date:12/06/18
Time:14:06:11
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SOVC For 606 0 City Of Fowler, All Counters, City of Fowler

	FOWLER CITY COUNCIL		N. CITY OF FOWLER, 50% +1 TO PASS					
	Write-In Votes		Reg. Voters	Times Counted	Total Votes	YES		NO
Jurisdiction Wide								
0000217								
Polling	1	0.47%	668	160	150	79	52.67%	71 47.33%
Vote By Mail	5	1.84%	668	188	181	103	56.91%	78 43.09%
Total	6	1.24%	668	348	331	182	54.98%	149 45.02%
0000218								
Polling	6	1.33%	1247	321	308	153	49.68%	155 50.32%
Vote By Mail	4	0.64%	1247	404	400	235	58.75%	165 41.25%
Total	10	0.93%	1247	725	708	388	54.80%	320 45.20%
0000219								
Polling	7	1.52%	1219	309	294	160	54.42%	134 45.58%
Vote By Mail	11	1.31%	1219	527	520	298	57.31%	222 42.69%
Total	18	1.38%	1219	836	814	458	56.27%	356 43.73%
Total								
Polling	14	1.25%	3134	790	752	392	52.13%	360 47.87%
Vote By Mail	20	1.15%	3134	1119	1101	636	57.77%	465 42.23%
Total	34	1.19%	3134	1909	1853	1028	55.48%	825 44.52%

STAFF REPORT

DATE: DECEMBER 7, 2018
TO: MAYOR AND CITY COUNCIL
FROM: DAVID PETERS, CITY ENGINEER
RE: TRACT 5834 FINAL MAP

REQUESTED COUNCIL ACTION:

Consider the acceptance of the final map for Tract 5834;

1. Adopt Resolution No. 2414 approving the final map for Tract 5834 accepting on behalf of the public the streets and easements as offered on the map in accordance with the terms of the dedications.
2. Authorize the City Engineer to transmit the Final Map of Tract 5834 and associated documents to the Fresno County's Recorder's Office for recording.
3. Authorize the City Manager to execute the Subdivision Agreement on behalf of the City.

DISCUSSION:

The applicant, K. Hovnanian CA Land Holdings, LLC is proposing to develop a 58 lot subdivision in the northeast corner of Sunnyside Avenue / South Avenue intersection. This subdivision is the first phase of the subdivision approved under Tentative Tract Map 5834 in 2007.

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

A subdivision agreement has been prepared for the development because the off-site improvements have not yet been constructed. The subdivision agreement requires that the applicant post bonds or instruments of security with the City in order to guarantee the construction of the improvements, which have been submitted to the City. The subdivision agreement also sets forth the development fees that the applicant must pay to the City prior to the delivery of the final map to the County Recorder.

The applicant has submitted the public improvement plans and the final map to the City, both of which have been reviewed and approved by the City Engineer. The Council is

required by law to accept the final map unless they can site deficiencies in the final documents.

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

The subdivision is zoned residential, and complies with the City's General Plan.

Following acceptance of this map by the City, the City Engineer shall deliver the final map to the Fresno County Recorder.

Attachments:

1. Resolution of Acceptance
2. Subdivision Agreement
3. Final Map Tract 5834

DP

RESOLUTION NO. 2414

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FOWLER APPROVING FINAL TRACT MAP NO. 5834 AND ACCEPTING STREET DEDICATION AND EASEMENTS

WHEREAS, K. Hovnanian CA Land Holdings, LLC, the Owner and Subdivider, has presented to the City Council of the City of Fowler, a Municipal Corporation, a Final Map of Tract No. 5834 for approval by the City Council; and

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

WHEREAS, certain streets to be developed in Tract Map No. 5834 have been offered for dedication to the City of Fowler; and

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

WHEREAS; the City Council also determined that it would be in the best interests of the City at this time to accept the streets and easements offered for dedication on the Final Tract Map No. 5834, and

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

NOW THEREFORE, BE IT RESOLVED the Final Map of Tract No. 5834 and the dedication of the street and easements offered for dedication as shown on Final Tract Map 5834 be accepted, and the Mayor and/or City Manager and City Clerk be authorized and directed to sign the documents for improvements and recordation."

Dated: December 11, 2018

David Cardenas, Mayor

I, Jeannie Davis, City Clerk of the City of Fowler, do hereby certify and attest that the foregoing resolution was duly passed and adopted at a regular meeting of the Fowler City Council held on December 11, 2018, by the following vote:

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

Dated: December 11, 2018

Jeannie Davis, City Clerk
City of Fowler

SUBDIVISION AGREEMENT

MAP OF TRACT NO. 5834

PHASES I OF TENTATIVE TRACT NO. 5834 IN THE
CITY OF FOWLER FRESNO COUNTY, CALIFORNIA

THIS AGREEMENT is made this _____ day of _____, 2018 and between the City of Fowler, a Municipal Corporation, (herein "City"), and K. Hovnanian CA Land Holdings, LLC, a California limited liability company, herein the "SUBDIVIDER" without regard for number or gender.

RECITALS

Previously a map has been filed with City for a proposed division of land subdivided by R.J. Hill Company and which is located within the corporate limits of the City. A copy of said Subdivision Map entitled, "Final Map of Tract No. 5834 Phases I of Vesting Tentative Tract No. 5834" in the City of Fowler, Fresno County, California (herein Map or Final Map), is attached hereto. Upon requesting that the Final Map be recorded by the City, the offer dedications or deeds for easements and dedications for all areas delineated on said Final Map for street and other public purposes shall be delivered as required under the Fowler Municipal Code, this agreement, and the Final Map.

AGREEMENT

In consideration of approval by the City of the Final Subdivision Map as defined above, for filing and recording as provided and required by law, it is mutually agreed and understood by and between SUBDIVIDER and City as follows:

1. The project is proposed to be developed in two phases in accordance with the approved tentative map attached hereto.
2. SUBDIVIDER shall perform the work and improvements hereinafter specified to the satisfaction of the Engineer defined hereinafter. SUBDIVIDER agrees to furnish and install the required public improvements to the satisfaction of the Engineer within a period not to exceed one (1) year (twelve Months) from the date of this agreement. If the construction of the improvements are delayed without the fault of SUBDIVIDER, the time for completion thereof may be extended by City for such period of time as City may deem reasonable.
3. Wherever used in this agreement, the following words and phrases shall have the meaning herein given, unless the context requires a different meaning:
 - a) "Engineer" shall mean the City Engineer of the City of Fowler, or his duly authorized representative.

- b) "Inspector" shall mean the City Engineer and/or the City Building Inspector of the City of Fowler.
 - c) "Standard Specifications" shall mean the City of Fowler, County of Fresno, and/or State of California Standard Specifications, including attached details and amendments thereto, as applicable.
 - d) "Division" shall mean and include the real property shown and described on the Map as being divided into parcels, including street areas of adjacent existing public streets to the centerlines thereof.
 - e) "SKF" shall mean the Selma-Kingsburg-Fowler County Sanitation District.
4. All of the work and improvements and materials for Tract No. 5834 shall be performed, installed, and provided in strict accordance with the approved construction plans and Standard Specifications incorporated herein as though set forth in full. All of said work and improvements shall also comply with the requirements of the Fowler Municipal Code and where appropriate, the SKF Development Specifications. All of said work and improvements and materials shall be done, performed, and installed under the supervision of the Engineer, under whose directions the work shall be inspected as it progresses.

Notwithstanding the fact the SUBDIVIDER's plans and specifications, completion of the work, and other acts are subject to approval of the City, it is understood and agreed that any approval of the City hereof shall in no way relieve SUBDIVIDER of satisfactorily performing said work or SUBDIVIDER's obligations hereunder.

In the event of a conflict where more than one of the above Standard Specifications addresses the matter of concern, the following is the priority of application: first, City of Fowler; second, County of Fresno; third, State of California. The determination of the Engineer is final for the purposes of this Agreement.

- 5. SUBDIVIDER and City hereby agree that SUBDIVIDER is obligated to pay those fees and charges as set forth on Exhibit "A", attached hereto and incorporated herein by reference. Said fees and charges are due and payable according to the provisions of Exhibit "A".
- 6. SUBDIVIDER agrees to perform and construct all work and improvements shown on the approved plans associated with Phases 1 of Tentative Tract No. 5834 on file in the offices of the Engineer.
- 7. The approval of the project was conditioned upon the imposition of fees, dedications, reservations, or other exactions as described in the conditions of approval included as Exhibit "C." The City of Fowler shall not be liable to the SUBDIVIDER or to any other person, firm, or corporation whatsoever, for any injury or damage that may result to

any person or property by or from any cause whatsoever in, on, or about the subdivision of said land covered by this agreement, or any part thereof.

8. SUBDIVIDER shall take all responsibility for the work, shall bear all losses and damages directly or indirectly resulting from it, to any contractor or subcontractor, to the City Engineer, SKF, and their officers, agents and employees, on account of the performance or character of the work, unforeseen difficulties, accidents, occurrences or other causes predicated on active or passive negligence of the City, Engineer, SKF, and their officers, agents and employees. SUBDIVIDER shall assume the defense of and shall indemnify and hold the City, Engineer, SKF, and their officers, agents and employees, harmless from and against any and all injuries to and deaths of persons and injuries to property, and all claims, demands, costs, loss, damage and liability, howsoever the same may be caused and whensoever the same may appear, resulting directly or indirectly from the performance or nonperformance of any or all work to be done in and upon the street rights-of-way in said subdivision and upon the premises adjacent thereto pursuant to this agreement, including interruption of irrigation services and also from any and all injuries to and deaths of persons and injuries to property or other interests, and all claims, demands, costs, loss, damage, and liability, howsoever same may be caused and whensoever the same may appear, either directly or indirectly made or suffered by the SUBDIVIDER, the SUBDIVIDER's agents, employees, and contractors, while engaged in the performance of said work. Approval of the insurance contracts does not relieve the SUBDIVIDER or SUBDIVIDER's contractors or agents from liability under this clause.
9. On or before the commencement of any work or other obligation of this Agreement, SUBDIVIDER, at its own cost and expense, shall carry and maintain for the duration of the Agreement, the insurance specified in subsections (a) through (c) below with insurers and under forms of insurance satisfactory in all respects to the City. SUBDIVIDER shall not allow any contractor or subcontractor to commence work under this Agreement until all insurance required pursuant to the SUBDIVIDER's vendor agreements have been obtained from the contractor or subcontractor.

SUBDIVIDER shall furnish proof of such insurance by delivering the City an insurance policy or policies, or copies of same or certificates attesting thereto, written by an insurer satisfactory of City, and subject to approvals to form and content by the Risk Manager, City Attorney, and/or other authorized representative of the City.

- a) Workers' Compensation: Statutory Workers' Compensation Insurance and Employer's Liability with limits not less than one million dollars (\$1,000,000) or undertake self-insurance in accordance with the provisions of the California Labor Code for any and all persons employed directly or indirectly by SUBDIVIDER. The insurer shall agree to waive all rights of subrogation against the City for losses arising from work performed under this Agreement.
- b) Commercial General and Automobile Liability: SUBDIVIDER, at SUBDIVIDER's own

cost and expense, shall maintain commercial general liability insurance for the period covered by the Agreement in an amount not less than one million dollars (\$2,000,000) per occurrence, combined single limit coverage for risks associated with the work contemplated by this Agreement. If a Commercial General Liability Insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limited shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned automobiles.

Coverage shall be at least as broad as Insurance Services Office liability coverage (occurrence form CG 0001) and Insurance Services Office form number CA 0001 (ed. 1/87) covering Automobile Liability, Code 1 (any auto).

Each of the following shall be included in the insurance coverage or added as an endorsement to the policy:

- (i) With respect to the commercial general liability insurance, the City, Peters Engineering Group, SKF, and their officers, agents, employees, and volunteers shall be additional named insured's.
- (ii) Policy shall cover on an occurrence basis, and not on the basis of an "accident" or "claims made."
- (iii) Policy must cover personal injuries as well as bodily injuries. Exclusion of contractual liability must be eliminated from personal injury endorsement.
- (iv) The policy must cover complete contractual liability. This may be provided by amending the definition of "incidental contract" to include any written agreement.
- (v) The policy must contain a cross liability of severability of interest clause.
- (vi) Any failure of SUBDIVIDER to comply with reporting provisions of the policy shall not affect coverage provided to the City, Peters Engineering Group, SKF, and their officers, agents, employees, and volunteers.
- (vii) Broad form property damage liability must be afforded. Permission is granted for a deductible that does not exceed \$25,000.
- (viii) Insurance is to be placed with California-admitted insurers with a Best's Rating of no less than B: XI.
- (ix) Notice of cancellation, non-renewal, reduction in limits, or other material changes must be received by the City at least thirty (30) days prior to such change.
- (x) Deletion of explosion, collapse, and underground property damage (XCU) exclusion.

An endorsement shall be provided which states that the coverage is PRIMARY INSURANCE and that no other insurance effected by the City, Peters Engineering Group, SKF, its officers, employees and volunteers shall be called upon to contribute to a loss under this coverage.

- c) Deductibles and Self-Insured Retention's: During the period covered by this Agreement, upon express written authorization by the City's Risk Manager and City Attorney, SUBDIVIDER may reduce or eliminate such deductibles or self-insured retention's with respect to the City, Peters Engineering Group, SKF, its officers, employees and volunteers; or upon express written authorization from the Risk Manager and approval by the City Attorney, SUBDIVIDER may procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

10. SUBDIVIDER shall file a Notice of Completion of the improvement herein specified.

11. At the time SUBDIVIDER submits the Final Map, SUBDIVIDER shall furnish to the City the following:

- a) Improvement security in the amount of one hundred percent (100%) of the total estimated cost for the faithful performance of work for the purpose of securing the performance of the work.
- b) Improvement security in the amount of fifty percent (50%) of the total estimated cost of all required work to secure payment to the contractor, his sub-contractors and to persons renting or furnishing labor or materials for such improvements.
- c) Improvement security to secure the maintenance for a period of one year (1) after the completion and acceptance thereof against any defective work or labor done, or defective materials furnished, in the performance of the agreement with the City or the performance of the act. Said security shall not exceed an amount equal to twenty-five percent (25%) of the estimated cost of furnishing and installing said facilities. This security shall be in addition to any warranty required of the manufacturer.
- d) Security in the amount equal to the estimated cost of placing all monuments and lot corners not set at the time the Final Map is filed as specified in Section 9-4.717c and of the City of Fowler, Subdivision Ordinance.
- e) Intentionally Omitted.

- f) SUBDIVIDER shall be responsible for reasonable expenses and fees, including attorney's fees, incurred by the local agency in enforcing the security obligations identified herein. These expenses and fees are in addition to the face amount of the security.
12. SUBDIVIDER and SUBDIVIDER's contractors and subcontractors shall pay for any materials, provisions and other supplies or terms used in, upon, for, or about the performance of the work contracted to be done, and for any work or labor thereon of any kind and for amounts due under the Unemployment Insurance Act of the State of California, with respect to such work or labor, and shall file with city pursuant to Section 3800 of the Labor Code a Certificate of Worker's Compensation and shall maintain a valid policy of Worker's Compensation Insurance for the duration for the period of construction.
13. Compaction and soil tests and retests shall be paid for by SUBDIVIDER. Street and utility trench tests shall be taken in varying locations and depths as required and directed by the Engineer. Compaction tests failing to meet City's requirements shall require re-compaction of the area and retesting until compaction requirements are achieved.
14. SUBDIVIDER shall comply with Street, Plumbing, Building, Electrical, and Zoning Codes and any other Codes of the City and SKF, and SUBDIVIDER shall secure an encroachment Permit from City and provide the necessary insurance policies required under said encroachment permit before working on any City or Public right-of-way or property, excepting as to utility trenching approved by the Engineer as not requiring such encroachment permit.
15. It shall be the responsibility of SUBDIVIDER to coordinate all work done by SUBDIVIDER's contractors and subcontractors, such as scheduling the sequence of operations and the determination of liability if one operation delays another. In no case shall representatives of City be placed in the position of making decisions that are the responsibility of SUBDIVIDER. It shall further be the responsibility of SUBDIVIDER to give the Engineer written notice not less than two (2) working days in advance of the actual date on which work is to be started. Failure on the part of SUBDIVIDER to notify the Engineer may cause delay for which SUBDIVIDER shall be solely responsible.
16. Whenever SUBDIVIDER varies the period during which work is carried on each day, SUBDIVIDER shall give due notice to the Engineer so that proper inspection may be provided. Any work done in the absence of the Engineer will be subject to rejection. The inspection of the work shall not relieve SUBDIVIDER of any of SUBDIVIDER's obligations to fulfill the agreement as prescribed. Defective work shall be made good and unsuitable materials will be rejected, notwithstanding the fact that such defective work and unsuitable materials have been previously overlooked by the Engineer or Inspector and accepted.
17. Any damage to the irrigation pipeline facilities, water or sewer systems, concrete work,

or street paving that occurs after installation and prior to release of bond and final acceptance shall be made good to the satisfaction of the Engineer by SUBDIVIDER before release of bond and final acceptance of completed work.

18. Adequate dust and mud control shall be maintained by SUBDIVIDER on all streets within and without the subdivision on which work is required to be done under this agreement from the time work is first commenced in the subdivision until the paving of the streets is completed. "Adequate dust control" as used herein shall mean the sprinkling of the streets with water or the laying of a dust coat of oil thereon with sufficient frequency to prevent the scattering of dust by wind or the activity of vehicles and equipment onto any street area or private property adjacent to the subdivision. Whenever in the opinion of the Engineer adequate dust control is not being maintained on any street or streets as required by this paragraph, the Engineer shall give notice to SUBDIVIDER to comply with the provisions of the paragraph forthwith. Such notice may be personally served upon SUBDIVIDER or, if SUBDIVIDER is not an individual, upon any person who has signed this agreement on behalf of SUBDIVIDER or a superintendent or foreman of SUBDIVIDER's or SUBDIVIDER's subcontractor at the subdivision or, at the election of the Engineer, such notice may be mailed to SUBDIVIDER at SUBDIVIDER's address on file with the Engineer. If within 24 hours after such personal service of such notice or within 48 hours after the mailing thereof as herein provided SUBDIVIDER shall not have commenced to maintain adequate dust control or shall at any time hereafter fail to maintain adequate dust control, the Engineer may, without further notice of any kind, cause any such street or streets to be sprinkled or oiled, as he may deem advisable to eliminate the scattering of dust, by equipment and personnel of City or by contract as the Engineer shall determine, and SUBDIVIDER agrees to pay to City forthwith, upon receipt of billing therefore, the entire cost to City of such sprinkling or oiling. When the surfacing on any existing street is disturbed, this surfacing shall be replaced with temporary or permanent surfacing within fourteen (14) calendar days, and the roadway shall be maintained in a safe and passable condition at all times between the commencement and final completion, and adequate dust control shall be maintained during these operations.
19. SUBDIVIDER shall install all street improvements in accordance with the Municipal Code of the City of Fowler, the City of Fowler Standard Specifications, and the construction plans.
20. The SUBDIVIDER shall require contractors and subcontractors to provide and maintain barricades and warning signs to protect and warn the public of construction hazards. Traffic control shall conform to a traffic control plan approved by the City Engineer. If in the opinion of the City Engineer, proper barricades and warning signs are not being provided, the Contractor will be required to immediately stop work until proper traffic control is provided and approved by the City Engineer.
21. The SUBDIVIDER shall require all contractors and subcontractors to conform to the applicable provisions of the California Occupational Safety and Health Act ("OSHA").

On-site inspection of the work will be requested of OSHA officials and all work subject to this Agreement shall immediately stop if, in the opinion of the City Engineer, any such work is being performed in violation of OSHA, or when appropriate safety measures are not being utilized for the Work.

22. Fencing improvements shall be constructed in accordance with City Standards, with appropriate fencing offsets to be provided for sanitation and garbage collection service to each lot, including allowance for approved number and/or style of garbage cans, green waste, and recycling containers. Fencing improvements shall be constructed in such a manner as to eliminate any dirt strip between the fence and the adjacent alley. Where framing improvements face the alley, the SUBDIVIDER shall construct a concrete mow strip in accordance with City standards between the fence and the alley paving.
23. Concrete curbs and gutters, the sanitary sewer system and house laterals, storm drainage pipeline and structures, together with water mains, gas mains, their respective service connections and appurtenances shall be completed before starting the street surfacing.
24. The SUBDIVIDER agrees to include in the Covenants, Conditions, and Restrictions of the subdivision a notation in a form acceptable and approved by City Attorney notifying the future owners of the property that there are pre-existing agricultural operations on adjacent or neighboring parcels and that those agricultural operations may emit noise, dust, odor, and occasionally use fertilizers, pesticides, and herbicides in the normal pursuit of agricultural operations. The property owners or residents of this subdivision shall not have the right to lodge complaints for dust, noise, odor, or other descriptions associated with traditional agricultural operations so long as those operations are conducted within the regulations, rules, and guidelines of the City of Fowler, County of Fresno, State of California, and the United States of America.
25. Time is of the essence of this agreement, and the same shall bind and inure to the benefit of the parties hereto, their successors and assigns.
26. No assignment of this agreement nor of any duty or obligation of performance hereunder shall be made in whole or in part by SUBDIVIDER without the written consent of City which shall not be unreasonably withheld. Any Assignee of SUBDIVIDER shall satisfactorily demonstrate to City that the assignee has the expertise, financial resources, and ability to complete the assigned duties or obligations under this agreement. Any assignment shall require the assignee to agree in writing to comply with City's applicable land use ordinance and policies, including City's growth management ordinance and residential design criteria.
27. This agreement includes the following Exhibits which are included herewith and made

a part of this agreement:

- a) Exhibit A – Development and Impact Fees
 - b) Exhibit B – Bond or Cash Securities
 - c) Exhibit C – TTM 5834 Conditions of Approval
 - d) Exhibit D – TTM 5834 Phases I and II.
28. SUBDIVIDER agrees to annex Map of Tract No. 5834 Phases I to the Landscape and Lighting Maintenance District No. 1 for utility and maintenance costs for lighting, storm water, drainage disposal and landscape maintenance systems. The annexation to District 1 shall be completed prior to the filing of the Notice of Completion for Map of Tract No. 5834 Phases I and II.
29. SUBDIVIDER agrees to pay the Fresno County Fire Protection Agency transition agreement fees for Phase I depicted on the Tentative Map (Exhibit "D").
30. SUBDIVIDER agrees to install security devices, acceptable to the City of Fowler Public Works Department in order to protect streetlight and water meter facilities from vandalism.
31. SUBDIVIDER agrees that street lighting and electrical systems shall be constructed pursuant to P.G.& E. and City requirements. Upon acceptance and approval all street lighting and electrical systems shall be dedicated to the City of Fowler. The improvement plans shall be submitted to the City of Fowler for approval and issuance of an encroachment permit prior to installation of the system.
32. SUBDIVIDER shall ensure that all solid waste is collected and disposed of by the City's contract agent, Waste Management, as required by Section 6-2.307 of the Fowler Municipal Code. If SUBDIVIDER uses persons or companies other than Waste Management for general clean up, SUBDIVIDER shall ensure that all solid waste is collected and disposed of by Waste Management.
33. In the event it becomes necessary for either party to bring an action with respect to enforcement of the provisions of this agreement, or the security therefore, the prevailing party in such action shall be awarded a reasonable attorney's fee as may be determined by the court.
34. The City Engineer is assumed to be a just arbitrator between City, SUBDIVIDER and SUBDIVIDER's Contractor (herein "Contractor") and the entire work is under his jurisdiction to such end. It is his function to interpret the drawings and specifications; pass upon merits of materials and workmanship.
35. In the event an extension is granted to the time within which all work for the construction of improvements is to be completed on this Subdivision Map, the

SUBDIVIDER agrees that it will comply with all the applicable improvement standards in effect at the time the extension is granted.

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

37. Pursuant to Subdivision Map Act Section 66411.1 and the Fowler Municipal Code Section, the undersigned hereby certify and acknowledge that the construction of improvements identified herein shall be completed on or before the completion time specified herein or any approved extension thereof.

38. The parties have executed this agreement on the day and year first above written.

CITY OF FOWLER

SUBDIVIDER

FOWLER CITY MANAGER

K. Hovnanian CA Land Holdings, LLC

By: _____

By: _____

Jeannie Davis

Michael P. Wyatt, Division President

APPROVED AS TO CONTENT:

By: _____

David Peters, PE, City Engineer

ATTEST:

By: _____

Corina Burrola, Deputy City Clerk

EXHIBIT "A"
DEVELOPMENT AND IMPACT FEES

MAP OF TRACT NO. 5834 PHASES I OF TENTATIVE TRACT NO. 5834

Item	Description	Quantity	Fee	Extended Fee
1.	City Management & General Services Fee	58	\$258.11	\$14,970.38
2.	Law Enforcement	58	\$829.19	\$48,093.02
3.	Fire Protection	58	\$1,068.01	\$61,944.58
4.	Storm Drainage	58	\$4,773.59	\$276,868.22
5.	Water Supply	58	\$2,563.60	\$148,688.80
6.	Recreational Facilities	58	\$2,945.48	\$170,837.84
7.	Water Connection Charges	58	\$707.21	\$41,018.18
8.	Construction Water	58	\$53.05	\$3,076.90
9.	Wastewater Development Impact Fees	58	\$2,849.28	\$165,258.24

Note: All fees (items 1-9) described above are due and payable at the time of issuance of a building permit.

10. Plan Check and Inspection Fees (3% of \$1,736,600) = \$52,098

Plancheck and inspections fees in excess of the total amount provided herein will be invoiced to the Owner by the City for Payment. Inspections and project processing will be suspended until additional deposit payments are made.

11. State Route 99 / Merced Street Ramps Traffic Impact Fair Share = \$169,132

EXHIBIT "B"

BOND OR CASH SECURITY

Owner is to provide City with a Bond or Bonds, a cash deposit or an instrument of credit from an acceptable financial institution reflecting the amounts set forth below and terms or disbursement substantially in accordance with the following terms:

- a) Owner shall furnish bonds, cash or instrument of credit depicting a deposit of said funds in an interest bearing checking account in an acceptable bank with all interest earned to remain the property of the Owner.
- b) Bonds, cash or instrument of credit funds are to be used for payment of the off• site improvements as shown on the approved plans.
- c) Progress payment requests will be reviewed and approved by the CityEngineer.
- d) Disbursement of funds will require signatures of only the City Clerk and theCity Manager.

Securities Schedule

Type	Amount
Performance	\$1,736,600
Labor and Materials	\$868,300
Maintenance	\$434,150
Lot and Block Monumentation	\$10,000

Exhibit "C"
Conditions of Approval - Vesting Tentative Tract Map No. 5834

General Conditions

1. The developer shall install all on-site and off-site improvements in accordance with City of Fowler Standards and Specifications, and shall provide and pay for any compaction tests required by the City in the course of construction.
2. The developer shall remove and replace any broken, damaged, or substandard curb, gutter, and sidewalks, and install any missing public improvements that are conditioned to the project as directed by the City Engineer.
3. The developer shall keep the exterior premises free from trash and debris. Graffiti shall be removed or covered within 48 hours of its discovery.
4. The developer shall at all times comply with City standards for temporary signs as contained in Section 9-5.2509 (3) of the Zoning Ordinance.
5. The developer shall submit floor plans and elevations of proposed units and samples of color and materials to be used for the review and approval of the Community Development Director prior to the issuance of building permits.
6. Any free standing or occupancy signs shall be approved by the Community Development Director by means of a separate Sign Review process.
7. A landscape and automatic sprinkler irrigation system plan shall be submitted for approval on Sunnyside and South Avenues. Such landscaping shall be compatible with that approved for Tract 5198 to the south on Sunnyside Avenue.
8. The developer shall provide exterior landscaping along Sunnyside and South Avenues at the same time that block walls are constructed. The landscaping shall include trees carefully selected to enhance the exterior appearance of the project and be consistent with the landscaping plan for Tract 5198 on Sunnyside Avenue to the south.
9. To the extent feasible, all mechanical equipment shall be visually and acoustically shielded from adjacent properties and streets. Utility and mechanical equipment such as heating units, air conditioners, antennas, satellite dishes, HVAC units, or similar devices, shall be integrated into the design of buildings or situated on the site so that they are not visible from the street.

10. The developer shall provide front yard landscaping and irrigation prior to occupancy. The automatic irrigation systems shall include enough stations, including controllers, wiring, and valves with irrigation main line stub to accommodate the rear yards for the homes.
11. One medium-sized tree (20-40 foot canopy at full growth) shall be provided on each interior lot front yard. Two medium-sized trees shall be provided for each corner lot, with one placed on each street frontage. The trees shall be so placed as to provide shade to the street at full growth.
12. The City shall attach a condition to the tentative tract maps requiring a covenant recognizing the right to farm on adjacent properties. A right-to-farm statement shall be placed on the Final Tract Map Certificate Sheet.
13. The City shall comply with SJVAPCD Regulation VIII to control fugitive dust (PM₁₀) and reduce other emissions during construction activities. During construction, the developer shall maintain a program of dust control to prevent air pollution as well as discomfort or damage to adjacent and surrounding properties.
14. If wood burning fireplaces/heaters are to be installed, they must comply with Rule 4901 of the San Joaquin Valley Air Pollution Control District. Gas burning fireplaces are also permitted. The developer shall comply with the requirements of Rule 9510 - Indirect Source Review as it applies to residential projects.
15. The developer shall continually maintain the existing pavement keeping it clear of dirt, dust, and mud until the subdivision or phase is accepted by the City and shall install gravel filters with minimum 1-inch base rock at each construction entrance extending across the entrance and a minimum of 55-feet into the site.
16. As many energy-conserving features as possible shall be included in the project. Examples include, but are not limited to, increased wall and ceiling insulation, EPA-certified fireplace inserts and/or wood stoves or natural gas fireplaces, electrical and natural gas outlets installed around the exterior of the units to encourage use of electric yard maintenance equipment and gas-fired barbeques, and each home wired for computers/internet and electronic meter reading.

17. The City shall comply with the requirements of CEQA that regulate archaeological and historical resources (Public Resources Code Section 21083.2 and 21084.1), and all local, state and federal regulations that regulate archaeological and historical resources. If any cultural or paleontological materials are uncovered during project activities, work in the area of the find shall halt until professional cultural resources evaluation and/or data recovery excavation can be planned and implemented. If human remains are discovered, the Fresno County Coroner must be notified immediately.
18. To reduce construction noise, construction contracts shall require that all equipment be maintained according to the manufacturers' specifications, and that noise-generating equipment be equipped with mufflers.
19. Hours of construction shall be limited to the hours of 6:00 am to 7:00 pm, Monday through Saturday.
20. All domestic and irrigation wells and other farm type underground structures located on the property shall be identified and abandoned per City of Fowler, Fresno County, and State of California Standards. Should any water wells be constructed or destructed prior to annexation, the applicant will be required to obtain a Permit to Construct (or Destroy) a water well from the Fresno County Department of Community Health. Any new or existing well to be provided for domestic water uses shall meet Public Water System well construction standards.
21. The project shall pay a fair share contribution towards the following traffic mitigation measures:
 - Install a traffic signal at the intersection of Merced Street and the Highway 99 southbound off-ramp.
 - Install a separate left-turn pocket at Merced Street and the Highway 99 southbound off-ramp.
 - Install a traffic signal at the intersection of Merced Street and the northbound Highway 99 off-ramp.
22. The developer shall provide bike lanes adjacent to the project on South and Sunnyside Avenues.
23. The developer shall provide landscaped median islands on Road "F" and Road "A" entries within the subdivision when the masonry block wall is constructed.

24. The developer shall provide concrete pads and walkway within the side yards adjacent to garages for the placement of trash/recycling containers behind the rear yard fences/gates. All trash/recycling containers shall be placed out of public view except on the days of collection. The developer shall disclose this requirement to the future homeowners within the subdivision.
25. Crosswalks shall be provided to ensure pedestrian safety in areas determined by the City Engineer, Public Works Director and Community Development Director and these crosswalks shall be decorative such thermoplastic pavement striping and/or stamped and colored concrete.
26. The Final Subdivision Map shall indicate by a distinctive line type symbol that access be restricted for the following lots:
 - a. Rear lot lines of Lots 116-123, Lots 124, 129, and 130, and side lot line of Lot 115 on Stanford Avenue;
 - b. Rear lot lines of Lots 131, 132, Lots 91-93, Lots 60 -62, Lots 1-4 on South Avenue;
 - c. Side lot lines of Lots 4 and 5 and rear lot lines of Lots 16-27 on Sunnyside Avenue;
 - d. Side lot lines of Lots 19 and 20 on entrance road from Sunnyside Avenue; and
 - e. Side lot lines Lots 91 and 132 and Lots 1 and 62 at entrances from South Avenue.
27. A 6-foot decorative block wall or pre-cast concrete wall panels with stone pilasters shall be provided at the following locations:
 - a. Sunnyside Avenue for the rear or side of Lots 4-5 and 16-27, and the street-side yards of Lots 19 and 20.
 - b. South Avenue for the rear yards of Lots 1-4, Lots 60-62, Lots 91-93, Lots 131 and 132, and the street side yards of Lots 91 and 32.
 - c. At the rear of lots 129 and 130, and 116-124 on the eastern property line.
28. A decorative wood fence with stone pilasters shall be provided for all other street-side yards within the subdivision.
29. The design and treatments of the decorative masonry walls, fencing, and pilasters shall be reviewed and approved by the Community Development Director prior to issuance of building permits.

30. The developer shall provide a 10-foot landscaped setback adjacent to the west side of Stanford Avenue to the rear of Lots 129 and 130 and 123 and 124. The setback shall include a sidewalk and landscaping in keeping with the setback along South Avenue.
31. Hold Harmless and Indemnification Condition. Approval of this Project is for the benefit of the Applicant. The submittal of applications by the Applicant for this Project was a voluntary act on the part of the Applicant not required by the City. Therefore, as a condition of approval of this Project, the Applicant agrees to defend, indemnify and hold harmless the City of Fowler and its agents, officers, consultants, independent contractors and employees ("City") from any and all claims, actions or proceedings against the City to attack, set aside, void, or annul an approval by the City concerning the Project, and for any and all costs, attorneys fees, and damages arising therefrom (collectively "Claim"). The City shall promptly notify the Applicant of any Claim and the City shall cooperate fully in the defense. If the City fails to promptly notify the Applicant of any Claim or if the City fails to cooperate fully in the defense, the Applicant shall not thereafter be responsible to defend, indemnify, or hold harmless the City.

Nothing in this condition shall obligate the City to defend any Claim and the City shall not be required to pay or perform any settlement arising from any such Claim not defended by the City, unless the City approves the settlement in writing. Nor shall the City be prohibited from independently defending any Claim, and if the City decides to independently defend a Claim, the Applicant shall be responsible for City's attorney's fees, expenses of litigation and costs for that independent defense. Should the City decide to independently defend any Claim, the Applicant shall not be required to pay or perform any settlement arising from any such Claim unless the Applicant approves the settlement.

Signature of Applicant: _____

Date: _____

Engineering Conditions

1. Since the vesting tentative subdivision map for Tract 5834 does not designate any phasing, the conditions are based on a total development of all 132 lots. If the development is to be phased, the developer shall modify the vesting tentative map to indicate phase lines to be approved by the City Engineer. If phased, the tentative map shall not be subject to new conditions of approval, but the City may require that any or all of the approved conditions be applied to any proposed phase.
2. A subdivision agreement for development is required with City Council and City Attorney approvals.
3. The Final Subdivision Map shall be prepared in accordance to the current Subdivision Map Act and City of Fowler Subdivision Ordinance, and submitted to the City Engineer for review and approval. The Final Subdivision Map, prior to recordation, will indicate the recording documentation of the Subdivision Agreement. An Affidavit is to be provided to the developer by the City.
4. A Subdivision Guarantee (Title Report) will be required (current within 30 days of recordation) with the submittal of the Final Map.
5. All domestic and irrigation wells, and other farm type underground structures located on the property shall be identified and abandoned per City of Fowler, Fresno County, and State of California Standards.
6. A preliminary Soils Report prepared by a Registered Civil Engineer specializing in Geotechnical Engineering shall be prepared and furnished to the City for approval (Subdivision Map Act Section No. 66490). The report shall include adequate "R-Valves" to substantiate the design of the street's pavement.
7. Improvement plans shall be prepared by a Registered Civil Engineer and approved by the City Engineer for the following subdivision improvements.
8. All development fees in effect at the time of permitting shall be applied to the development of this subdivision, including: plan check, map, development, school and park fees, and all connection fees for sewer and water.
9. Recreation Facilities development impact fees shall be paid for all 132 lots in the subdivision at the time of final map approval, or for the number of lots in any individual phase of final map approval.

10. The design and improvement of the subdivision shall conform to Titles 1 through 15 of the City of Fowler Subdivision Ordinance, and to the City of Fowler Standard Specifications ("Standard Specifications"), unless otherwise specified in these conditions. All aggregate base and asphalt surfacing shall be furnished and installed per the latest State of California Standard Specifications.
11. Provide street names for streets "A" through "D" and entrances on Sunnyside and South Avenues.
12. The Final Map shall provide a radial bearing for all non-radical property lines. Property lines that are radical shall be identified with an ("R").
13. The developer shall provide full street construction and a bulb-out on Stanford Avenue adjacent to Lot 115. In meeting this requirement, the developer will not be required to purchase right-of-way.
14. Streets

Street improvements are to include curb and gutter, sidewalk, driveway approaches, handicap ramps, street lights, aggregate base rock, and asphalt concrete. All street names are to be provided for approval by the City.

A. Interior Streets

- "A" Street
- "B" Street
- "C" Street
- "D" Street
- Sandy Avenue
- Courts

The above interior streets shall be constructed with a 10' curb pattern, a 5' sidewalk (5.5 feet from the face of curb), a 2.5 foot curb and gutter, and a thirty-six (36') wide asphalt paved surface area.

Exception: Entrance streets on Sunnyside Avenue and on South Avenue are constructed with a median (68 feet wide plus median width). Street structural section shall be the same as the interior streets.

- (1) The street structural design shall be submitted for approval based on "R Value" obtained by a certified laboratory. Minimum structural section shall be 2" A.C. over 4" (Class 2) A.B. over 6" compacted (95%) native soil.
- (2) All corner lots shall be cut off to accommodate sidewalks and wheelchair ramps.
- (3) Knuckles shall be minimum 50-foot radii with a reverse transition radii of 45 feet.
- (4) When possible, lot lines shall be perpendicular or radial to the center line of the streets. Lot lines along curves shall have the radius points identified by angle and curve length from the radius points.
- (5) Identify lot lines that are radial by placing a "R" behind the bearing of the lot line, or identify the point on the curve with a radial bearing.
- (6) Wheelchair ramps shall be constructed at all intersection corners.
- (7) The interior streets shall be constructed per Standard Drawing ST-3. All street structural sections shall be constructed per the State Standard Specifications for sub-base, aggregate base, and asphalt surfacing. Project specifications shall identify the specific sections of the State Standards for street construction and materials.
- (8) If the subdivision should be phased, temporary turn-a-rounds are required with easements, and the installation of Temporary Timber Barricades per Standard Drawing ST-19.
- (9) Projects shall include all street lights, street signs, stop signs, and other designated by the City for street call names and traffic control. All signs shall be provided per City Municipal Code and shall be in like kind constructed on adjacent streets.
- (10) All concrete work including curbs, gutters, valley gutters, sidewalks, drive approaches, wheelchair ramps and others, shall be Class A, six (6) sack cement per cubic yard per State Standard Specifications.
- (11) Interior street lights shall be 120-volt/100watts and located at intersections and along the street right-of-way, spacing shall not exceed 240 feet on center.

- (12) A 10-foot easement for public utilities is required within the front and side yards of each lot. The easement shall be designated on the Final Subdivision Tract Map.
- (13) Stop signs shall be installed on each street that accesses onto Sunnyside Avenue and onto South Avenue. Painted stop bars shall be required at all stop sign locations.
- (14) Street signs shall be provided at each intersection per City Standards. Interior streets shall be minimum 60 feet wide per Standard Drawing ST-3.
- (15) Each intersection shall have a minimum of one (1) street light. Interior streets entering onto South Avenue and Sunnyside Avenue shall have a street light on each corner (rotated). These street lights shall be 250-watt each per Standard Drawing ST-17.
- (16) Curb returns shall be minimum 20 feet.
- (17) Combination drive approach/sidewalk shall conform to Standard Drawing ST-14.

B. Streets - Offsite

- (1) South Avenue shall be minimum 84-foot major arterial II structurally designed per City Standard ST-5. Sunnyside Avenue shall be minimum 72-foot major collector II structurally designed per City Standard ST-4. The major streets shall prohibit parking for the full length of the subdivision.
- (2) The developer shall annex to the City Lighting and Landscape Maintenance District.
- (3) South Avenue shall be constructed to City Standards for the full width of 84 feet.
- (4) The developer shall work with the Fowler Unified School District in the removal of the existing house at the future intersection of Sunnyside and South Avenues and shall construct Sunnyside Avenue with full curb-to-curb improvements from the north boundary of the subdivision to South Avenue. If the required improvements to Sunnyside Avenue do not require removal of the house and the school district is not cooperating with the removal, the development can be constructed as conditioned.

- (5) In addition, ample space is needed for transition and/or drainage for grade separation on the west side of Sunnyside Avenue. Also, verify adjacent farming operations to the west and work with the adjacent property owner to mitigate continued farming concerns such as turn around area, irrigation, etc.
- (6) Street structural sections shall be constructed per the State Standard Specifications for sub-base, aggregate base, and asphalt surfacing. Project specifications shall identify the specific sections of the State Standards for street construction and materials.
- (7) Plans shall include all street signs, no parking signs, stop signs, and other designated by the City for street call names and traffic control. All signs shall be provided per City Municipal Code.
- (8) All concrete work including curbs, gutters, valley gutters, sidewalks, drive approaches, curb ramps and others shall be Class A six (6) sack cement per cubic yard per State Standard Specifications.
- (9) Street pavement transitions at the south, west, and east ends of the project shall not be less than 150 feet, or as required by Fresno County Public Works and City of Fowler for those portions of Sunnyside Avenue and South Avenue.
- (10) Street lights for major collector streets shall be located at all intersection corners adjacent to Tract 5834, and along the street right-of-way; spacing shall not exceed the limits specified by City Standard ST-17. The minimum wattage shall be 250 watts. A street light shall be provided on each corner as directed by the City Engineer.
- (11) Stop signs shall be installed for access to Sunnyside Avenue and South Avenue. No parking at any time shall be posted along Sunnyside Avenue and South Avenue per requirements of the City of Fowler.

15. Water System Improvements

A. The following water system improvements are required:

- (1) Existing domestic and irrigation wells located within the improved development and/or public right-of-ways shall be removed and sealed per City, County, and state requirements for the abandonment of wells.

- (2) Include on the plans, the location of the existing water mains, valves, and valve boxes located in adjacent streets that are to be connected to the proposed system.
- (3) The water system shall be constructed per City of Fowler Standard Drawings and Specifications, including all valves, hydrants, water services, and fittings to serve the lots and for the required loop system described below.
- (4) There shall be a water main looped system serving the project site and approved by the City Engineer.
- (5) A 12-inch water main shall be looped in Sunnyside Avenue connecting to Tract 5041 and Tract 5198.
- (6) All water mains looped through the tract development shall not be less than 8" pipe. Only cul-de-sacs shall have dead end lines. Blow-off valves and/or fire hydrants shall be installed at all single dead end lines.
- (7) All high points in the water pipe system shall be equipped with automatic air releases.
- (8) Fire hydrants shall be spaced not to exceed 400 feet on center and shall be valved separately from the water main. Locations shall be approved by the City Engineer, Fire Chief, and the City of Fowler.
- (9) Mainline valves shall be installed on each hydrant pipe, at each intersection, and at spacing generally not to exceed 500 feet. Spacing may be greater than 500 feet when approved by the City Engineer.
- (10) Fire hydrants along Sunnyside Avenue and along South Avenue shall be spaced not to exceed 500 feet.
- (11) A meter, meter box, and service shall be installed to each parcel. The developer shall obtain meter type size and services requirements from the City Public Works Department and/or the City Engineer. A standard service with meter detail will be provided upon request from the City for the project.
- (12) Three (3) ¾ -inch Water Sample Stations per Standard Drawing W-8 shall be installed within Tract 5834 at locations specified by the City Engineer.
- (13) Fire flow conditions shall meet the requirements of the Fire Chief and be approved by the fire department of the City of Fowler.

- (14) The developer shall enter into a reimbursement agreement with the City of Fowler for the installation of the oversized water main in Sunnyside Avenue.

16. Sewer System Improvements

A. The following sewer system improvements are required:

- (1) The developer shall comply with and provide all improvements and/or pay all fees required by the Selma-Kingsburg-Fowler County Sanitation District (SKF) and the City of Fowler to provide the required facilities needed to serve Tract 5834.
- (2) Sanitary sewer lines and appurtenances shall be installed and connections made to the existing system in accordance with the requirements of the City Engineer and SKF. A signature block shall be placed on the improvement plans for SKF approval.
- (3) The developer shall pay a reimbursement benefit and impact fees for the wastewater pump station and interceptor sewer.
- (4) Interior collector sewer size shall not be less than 8 inches, except short cul-de-sac sewers may be reduced to 6-inch sizes upon approval by the City Engineer. Sewer clean-outs are not allowed. All sewer pipes shall be terminated in a standard manhole. Manhole spacing shall not be less than 400 feet.
- (5) Minimum cover over the sewer pipes and spacing between the sewer pipe and water mains shall meet or exceed the State Health Department requirements.

17. Storm Drainage

A. The following drainage system improvements are required:

- (1) The existing basin in Tract 5198 shall be verified and constructed to include the drainage from Tract 5834 and Tract 4571, eliminating the temporary basin at Stanford and South Avenues. In addition, the developer shall investigate utilizing the Tract 5198 basin to accommodate stormwater from adjacent Tract 5041, thus eliminating the existing temporary basin to the north. To utilize gravity gutter flow, the design must not exceed 5 cfs in the gutter and inlets be limited to 1 cfs per foot of clear opening.

- (2) A current NPDES Permit for Tract 5198 shall remain in effect and/or be modified to receive additional flows from Tract 5834, Tract 4571, and from Tract 5041.
- (3) It shall be the responsibility of the developer's engineer to design a stormwater detention pond for the stormwater disposal of this development.
- (4) The developer shall provide a drainage plan and study with calculations for the discharge, storage and disposal of stormwater for this project.
- (5) The project will be responsible to:
 - a. The expansion of the Tract 5198 storm drain facilities shall be designed or verified to adequately contain two 50-year 10-day storms with a minimum 2-foot freeboard. The design criteria for the ultimate size of the basin shall be as follows:

Volume of pond = a.f. = CIA
 a.f. = Acre feet of storage below freeboard
 C = Coefficient of run-off

<u>Land Use</u>	<u>Run-Off Coefficient</u>
Residential-Medium Density	0.40
Residential-Low Density	0.35

I = Rainfall Intensity
 I = 0.5 feet
 A = Total area of run-off acres

- b. The basin shall be sized with 4:1 side and end slopes.
 - c. Include pipeline, inlets, and discharge structure for adequate sizes and capacity. Gutter flow shall be limited to 5 cfs. Inlets 1 cfs per foot of clear opening.
 - d. Provide and construct facilities capable of handling the calculated flows.
- (6) The detention pond inlet structure shall be a bubble-up type with concrete splash slab.

- (7) Storm drain pipeline sizing calculations and inlet opening shall be engineered and submitted for approval.
- (8) It shall be the developer's responsibility to construct the stormwater detention pond complete in place as specified.
- (9) The basin site shall be fenced (solid block wall) per conditions of Tract 5198.
- (10) All stormwater conditions for constructing stormwater facilities in Tract 5198 shall remain in effect for the planning and additional stormwater flows proposed to be contained and disposed of from adjacent tracts.
- (11) A 10' minimum service road shall be provided inside the fence area for maintenance equipment.
- (12) All storm drainage shall be accommodated in permanent storm drain facilities designed and constructed in accordance with standards of the City of Fowler. These facilities shall prevent any connection by flow or otherwise to facilities of the Consolidated Irrigation District to ensure that storm water shall not enter these facilities of the District.

18. Grading Plans

A. The following grading improvements are required:

- (1) A grading and site plan shall be provided for the project.
- (2) Lots shall be graded not less than 1% per the 2001 CBC Appendix Chapter 33, Subsection 3315.4. (As of January 1, 2008, a new 2006 CBC will take effect for future developments, including Tract 5834.)
- (3) Perimeter grades that differ 12-inches or greater from the adjacent existing ground elevations shall be provided with an approved concrete retaining wall. For differences less than 12 inches, wood retaining wall approved by the City Engineer can be installed.
- (4) A note shall be placed on the grading plan requiring the Civil Engineer to certify that all lots are graded in accordance to the approved grading plan.
- (5) Block wall fences used for retaining walls shall be designed as a retaining wall and shall be minimum 5 feet above lot grades or street grade whichever is less than the required minimum height.

- (6) The developer shall provide all documents and plans required for the development of Sunnyside Avenue adjacent to private farm land. Sunnyside Avenue to provide drainage and adequate transition for existing grade separation. Any existing access to the adjacent farm land shall be submitted to the City for review and approval.

19. Sidewalks

A. The following sidewalk improvements are required:

- (1) Residential sidewalks shall be 5-foot wide (5.5 feet from face of curb). Sidewalks shall be installed adjacent to the curb.
- (2) Sidewalks shall be constructed minimum 4-inches thick with Class A six (6) sack cement per cubic yard concrete per City of Fowler Standard Drawing ST-11.
- (3) Combination reinforced drive approaches and sidewalk sections shall be minimum 6-inches thick with Class A six (6) sack cement per cubic yard concrete per City Standard Drawing ST-15.

20. Other Conditions

A. The developer will be required to pay the following:

1. City Management and General Services fee.
2. Law Enforcement fee.
3. Fire Protection fee.
4. Water supply development fee.
5. Water connection fee per unit.
6. Park and recreation fee.
7. Storm drainage fee.
8. Water meter box fee.
9. Wastewater development fee (SKF).
10. Wastewater Pump Station and Interceptor fee (City).
11. Sewer connection fee per unit.
12. Construction water fee.
13. A Surety Bond, or cash guaranteeing the installation of monuments and lot corners.
14. A Performance Bond, cash or Letter of Credit.
15. A Material Bond, cash or Letter of Credit.

16. A Guarantee Bond, cash or Letter of Credit for a period of 1 year after completion of the improvements.
17. A Fowler Unified School District's School impact fee.
18. A Merced Street/Highway 99 signalization fee.

B. The developer shall comply with the following additional conditions:

- (1) The developer will be required to provide insurance for Worker's Compensation, General Liability and Automobile for the construction period of the project.
- (2) The developer must comply with the Federal Clean Water Act, Action 402(p) and the Phase II Rule regulations under the National Pollutant Discharge Elimination System (NPDES). Since the site grading is one (1) acre, or more, the Owner/Contractor must file a Notice of Intent (NOI) with the State Water Control Board, and submit a Storm Drain Pollution Prevention Plan (SWPPP) to the City, prior to obtaining a Grading Permit.
- (3) The developer shall show all existing on-site improvements including wells, underground tanks, and irrigation pipelines.
- (4) Existing facilities to be abandoned and destroyed shall comply with all Federal, State, and local ordinances and regulations.
- (5) The developer shall provide all approved safety equipment, flagmen and/or other markers required per Fresno County requirements for all work within the County and City right-of-ways on Sunnyside Avenue and South Avenue.
- (6) A Pacific Gas & Electric plan and permit will be required for approval by the City prior to utility construction within the public right-of-way.
- (7) All utilities shall be placed underground. Utility vaults shall not interfere with the location of the block wall fence and sidewalk.
- (8) The developer shall provide easements required for the construction and installation of all above and below ground utilities.
- (9) The developer shall pay to the City all plan check and inspection fees prior to the recordation of the final map and/or the installation of improvements.

- (10) The developer shall provide the City with an Engineer's Improvement Cost Estimate.
- (11) Utility plans provided by others shall be submitted to the City for Approval prior to start of construction of the utility. Upon approval, the City will issue an encroachment permit for construction.

VESTING TENTATIVE SUBDIVISION MAP
TRACT NO. 5834
IN THE CITY OF FOWLER
FRESNO COUNTY, CALIFORNIA

APN - 343 - 000 - 68

LEGAL DESCRIPTION:
THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 26,
T10S, R12E, S14E, M33 & M34
OVERLAPPING THEREWITH THE WEST 1200 FEET THEREOF



SCALE 1" = 100'



**STAFF REPORT**

DATE: 12/5/18
TO: Honorable Mayor and City Councilmembers
FROM: Randy Uyeda, Finance Director
SUBJECT: Water Wells #2 and #6

BACKGROUND: Both Wells' require updated maintenance on mechanicals, electronics, and data collection (SCADA) due to wear and tear and obsolescence. Normally we would perform this work in stages, however we are just now putting together a 5 year maintenance/upgrade plan to prevent this in the future. The details of the exact work can be best explained by Manuel Lopez our Water Works Supervisor.

FISCAL IMPACT: The City collects "Water Well Maintenance Fees" via the Building Permit system. In Fiscal 2017, the City received approximately \$87,000 and in the Fiscal 2018, \$418,000. These funds are not accounted for properly and should be set up as restricted so they can be applied to "Water Well Maintenance", as it stands they are considered Revenue and help offset the Operating Deficit of the Water Fund. As we are still working on the Annual Audit, I am recommending that these funds be set aside as restricted and used to fund the attached Well Proposals. Total cost of the two Well Proposals is \$75,915 easily covered by the fees collected in Fiscal 2017.

RECOMMENDATION: Finance recommends using these funds to updated Wells #2 and #6.



Automated Control & Technical Services

— CALIFORNIA C-10 LICENSE 99849

ENGINEERING-CONSTRUCTION-TECHNOLOGY-SERVICE

Automated Control & Technical Services

Box 2425
Fresno, CA 93745-2425
Phone 559/277-3488
Fax 559/277-3493
www.a-cautomated.com

PROPOSAL - CONFIRMATION - CONTRACT

September 25, 2018

City of Fowler
128 S. 5th Street
Fowler, Ca 93625

Attention: Manuel Lopez

SUBJECT: Well Sites Radio Telemetry Upgrade, A-C Bid #AFR-18-083

Automated Control & Technical Services is pleased to provide the following proposal.

This proposal is based on the following bid documents:

AC&TS will furnish and install a system to replace the existing obsolete SCADA Radio Telemetry system. This proposal is based on the Radio Path Survey performed by us and the results thereof. The New system will utilize GE MDS Orbit 900 MHz FHSS radios. The existing 2.4 GHz radios and appurtenances will be removed. Below is an overview of the 8 sites we have included in the upgrade and a brief description of the work at each site:

Master Radio Site (City Maintenance Yard):

- Furnish and install one New Orbit ECR 900 MHz Radio.
- Furnish and install one New Omni antenna. The antenna will be installed at the top of the existing Water Tower.
- Configure and Test the communications between the New Radio and the Main HMI software (Wonderware).
- Add New antenna cable from the junction box on the side of the Tower to the New Omni that will be located at the top of the tank.

Well #2:

- Furnish and install one New Orbit ECR 900 MHz Radio.
- Furnish and install one New Yagi antenna. The antenna will be installed on the existing pole.
- Configure and Test the communications between the existing SCADAPack Controller, the New Radio and the Master Radio.

Well #3:

- Furnish and install one New Orbit ECR 900 MHz Radio.
- Furnish and install one New Yagi antenna. The antenna will be installed on the existing pole.
- Configure and Test the communications between the existing SCADAPack Controller, the New Radio and the Master Radio.

Well #4:

- Furnish and install one New Orbit ECR 900 MHz Radio.
- Furnish and install one New Yagi antenna. The antenna will be installed on the existing pole.
- Configure and Test the communications between the existing SCADAPack Controller, the New Radio and the Master Radio.

Well #5A:

- Furnish and install one New Orbit ECR 900 MHz Radio.
- Furnish and install one New Yagi antenna. The antenna will be installed on the existing pole.
- Configure and Test the communications between the existing SCADAPack Controller, the New Radio and the Master Radio.

Well #6:

- Furnish and install one New Orbit ECR 900 MHz Radio.
- Furnish and install one New Yagi antenna. The antenna will be installed on the existing pole.
- Configure and Test the communications between the existing SCADAPack Controller, the New Radio and the Master Radio.

Well #7:

- Furnish and install one New Orbit ECR 900 MHz Radio.
- Furnish and install one New Yagi antenna. The antenna will be installed on the existing pole.
- Configure and Test the communications between the existing SCADAPack Controller, the New Radio and the Master Radio.

Well #8A:

- Furnish and install one New Orbit ECR 900 MHz Radio.
- Furnish and install one New Yagi antenna. The antenna will be installed on the existing pole.
- Configure and Test the communications between the existing SCADAPack Controller, the New Radio and the Master Radio.

After the installation described above, AC&TS will verify the stability of the communications between all of the sites listed and the SCADA Software via the Master radio.

SCOPE OF WORK:

1. All of the New radios and components will be installed in the existing enclosures in place of the old 2.4 GHz radios.

EXCLUSIONS:

1. Overtime & shift work. This proposal is based on all work being performed 7:00 a.m. to 3:30 p.m. Monday - Friday.
2. All permits and fees.
3. All Utility Company fees.
4. This proposal excludes any PE stamped permit drawings.
5. Bond - our bond rate is 0.898%.
6. Liquidated damages.
7. Troubleshooting and/or repairing existing electrical equipment, devices and circuitry.

Automated Control & Technical Services
City of Fowler
Well Sites Radio Telemetry Upgrade, A-C Bid #AFR-18-083
9/25/2018

PRICING INFORMATION

Total Lump Sum Price:

\$41,541.00

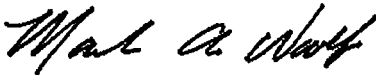
PAYMENT TERMS: Semi-Monthly, Net-15

Acceptance may be made by signing and returning one copy of this proposal letter or forwarding an acceptable form of your purchase order or subcontract document by 10/31/2018.

Thank you for allowing A-C Electric Company the opportunity to provide you with this proposal. If you should have any questions or comments, please feel free to contact me at (559) 277-3488.

OFFERED BY:
Automated Control & Technical Services

ACCEPTED BY:
City of Fowler



SIGNED

SIGNED

Mark Woolf
Engineering Manager

NAME, TITLE

Manuel Lopez

NAME, TITLE

9/25/2018

DATE

DATE

A-C Electric Company is pleased to announce that on July 1, 2018 Automated Control & Technical Services will be expanding its services and will be called A-C Technology Solutions. Follow us on LinkedIn, Facebook, and Instagram for more information.

STANDARD TERMS & CONDITIONS

WARRANTY:

All equipment & instrumentation supplied by Automated Control & Technical Services is limited to the manufacturer's warranty and workmanship is warranted for (1) year from the date of installation. Warranty does not extend to preexisting conditions, damage or wear caused by misuse, negligence, accident, corrosion, modification by Client, loss of product, or tampering in any manner.

In no event shall Automated Control & Technical Services be responsible for consequential or special damages which may arise in connection with such equipment, parts or programming.

The foregoing warranty terms are expressly made in lieu of any and all other warranties, expressed or implied, including warranties of merchantability and of fitness for any purpose.

ALTERNATE CONTRACT LANGUAGE:

Should Client choose to accept this proposal by providing a purchase order or alternate contract document, this proposal is conditioned on such document being mutually acceptable to both parties.

Some clauses of importance to us are realistic payment clauses which protect both parties, guarantee us that we get paid promptly for our work and eliminate unnecessary paperwork; indemnification clauses which equitably allocate risk to the parties, insuring that you are indemnified for the negligent acts of A-C Electric Company, without A-C Electric Company indemnifying or defending you for your negligence; scheduling clauses which give us adequate time to perform our work efficiently and safely, compensate us for acceleration required for reasons outside our control, and limits any requirement for us to accelerate without compensation to our failure to perform in meeting a reasonable schedule.

In the event that we are unable to reach a mutually acceptable contract utilizing Contractor's proposed document, this proposal is conditioned on the use of Consensus DOCS 750 or 751, documents drafted and agreed to by the various construction trade associations with the intent to be fair to the contractor, subcontractor and owner.

As an interim measure, while we are working on a mutually acceptable contract document, we will perform work and supply material upon receipt of a written

authorization to do so with the assurances that we will be paid timely for the work done.

INTELLECTUAL PROPERTY:

A-C Electric Company shall retain all right, title and interest in all Intellectual Property (as defined herein) used, made or arising in connection with the Contract or otherwise provided or communicated to Client by or on behalf of A-C Electric Company. Without limiting the foregoing, Client shall not use any drawings or specifications prepared by A-C Electric Company, except for the purpose of confirming the quality of design and manufacturing of the products set forth in the attached proposal; and Client shall not photocopy, duplicate or in any way reproduce in whole or in part any drawings, specifications, or software which may be supplied by A-C Electric Company; provided, however, that the Client may make copies of and use such software for Client's internal purposes only, and not for rendering services or selling products to third persons. The Client shall not sell, license, sublicense, assign or otherwise transfer the Intellectual Property or any interest therein to anyone. As used herein, "Intellectual Property" means and includes any and all software, specifications, designs, processes, techniques, concepts, improvements, discoveries, ideas, and inventions, whether or not patentable, and all patents, copyrights, trade secrets and other intellectual property rights therein or related thereto.

Title to any application software provided to Client by A-C Electric Company under the Contract remains with A-C Electric Company, and Client is subject to any third party licenses. A-C Electric Company grants to the Client a personal, paid-up, perpetual, nonexclusive, non-assignable and non-transferable license, without right of sub-license, to use said application software in the application for which the software was designed in conjunction with the specified equipment.



Technology
Solutions

ENGINEERING-CONSTRUCTION-TECHNOLOGY-SERVICE

CALIFORNIA LICENSE 1041913

A-C Technology Solutions

Box 2425
Fresno, CA 93745-2425
Phone 559/277-3488
Fax 559/277-3493
www.a-cautomated.com

PROPOSAL - CONFIRMATION - CONTRACT

November 27, 2018

City of Fowler
128 S. 5th Street
Fowler, Ca 93625

Attention: Manuel Lopez

SUBJECT: Well 6 VFD and A/C Unit Upgrades, A-C Bid #AFR-18-097

A-C Technology Solutions is pleased to provide the following proposal.

SCOPE OF WORK:

This proposal is based on a request from the City of Fowler personnel to provide a VFD for the Well 6 Pump Motor to replace the existing motor starter. This proposal includes the following components and services:

- Furnish, install, configure and startup one (1) New Allen Bradley Powerflex 753 125 HP HD 186 Amp VFD.
- Furnish, install and connect one (1) 15,000 BTUH Industrial Control Panel Air Conditioning Unit. This is the same A/C unit we proposed for Wells 7 & 8a (separate proposal).
- Add the PID Loop control logic for pump speed control to the existing SCADAPack PLC. This proposal is based on using the existing on-board I/O for control of the VFD.
- Modify the existing Wonderware HMI to include the new tags/parameters.
- Start-up the VFD, tune the loop and adjust the control parameters as needed.
- Furnish and install custom back panel and door to provide space for VFD.

Important Note: This proposal is based upon removing the existing motor starter components and installing the New VFD and Air Conditioner in the existing enclosure. This includes any rewiring of the components that must remain and may need to be relocated.

CLARIFICATIONS:

1. We were informed that the request to install a VFD on this Well Pump Motor is due to planned development in the area of Well 6. This proposal is a response to a specific request from the City, AC&TS has not been involved in any Engineering or Design of the City's Water Supply System. We cannot guarantee that the VFD upgrade proposed here would increase or improve the Well 6 ability to meet any current or future demand upon the system.

EXCLUSIONS:

1. Overtime & shift work. This proposal is based on all work being performed 7:00 a.m. to 3:30 p.m. Monday - Friday.
2. All permits and fees.
3. All Utility Company fees.
4. This proposal excludes any PE stamped permit drawings.
5. Bond - our bond rate is 0.898%.
6. Liquidated damages.
7. Troubleshooting and/or repairing existing electrical equipment, devices and circuitry.

PRICING INFORMATION

Total Lump Sum Price:

\$34,374.00

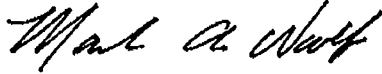
PAYMENT TERMS: Monthly Progress Payments, Net-15

Acceptance may be made by signing and returning one copy of this proposal letter or forwarding an acceptable form of your purchase order or subcontract document by 12/21/2018.

Thank you for allowing A-C Technology Solutions the opportunity to provide you with this proposal. If you should have any questions or comments, please feel free to contact me at (559) 277-3488.

OFFERED BY:
A-C Technology Solutions

ACCEPTED BY:
City of Fowler



SIGNED

SIGNED

Mark Woolf
Engineering Manager

NAME, TITLE

Manuel Lopez

NAME, TITLE

11/27/2018

DATE

DATE

STANDARD TERMS & CONDITIONS

WARRANTY:

All equipment & instrumentation supplied by A-C Technology Solutions is limited to the manufacturer's warranty and workmanship is warranted for (1) year from the date of installation. Warranty does not extend to preexisting conditions, damage or wear caused by misuse, negligence, accident, corrosion, modification by Client, loss of product, or tampering in any manner.

In no event shall A-C Technology Solutions be responsible for consequential or special damages which may arise in connection with such equipment, parts or programming.

The foregoing warranty terms are expressly made in lieu of any and all other warranties, expressed or implied, including warranties of merchantability and of fitness for any purpose.

ALTERNATE CONTRACT LANGUAGE:

Should Client choose to accept this proposal by providing a purchase order or alternate contract document, this proposal is conditioned on such document being mutually acceptable to both parties.

Some clauses of importance to us are realistic payment clauses which protect both parties, guarantee us that we get paid promptly for our work and eliminate unnecessary paperwork; indemnification clauses which equitably allocate risk to the parties, insuring that you are indemnified for the negligent acts of A-C Electric Company, without A-C Electric Company indemnifying or defending you for your negligence; scheduling clauses which give us adequate time to perform our work efficiently and safely, compensate us for acceleration required for reasons outside our control, and limits any requirement for us to accelerate without compensation to our failure to perform in meeting a reasonable schedule.

In the event that we are unable to reach a mutually acceptable contract utilizing Contractor's proposed document, this proposal is conditioned on the use of Consensus DOCS 750 or 751, documents drafted and agreed to by the various construction trade associations with the intent to be fair to the contractor, subcontractor and owner.

As an interim measure, while we are working on a mutually acceptable contract document, we will perform work and supply material upon receipt of a written authorization to do so with the assurances that we will be paid timely for the work done.

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CITY OF FOWLER
 WARRANTS LIST
 December 11, 2018

<u>ACCOUNTS PAYABLE CHECKS</u>	<u>CHECK NUMBERS</u>	<u>CHECK DATES</u>	<u>AMOUNT</u>
Regular checks	34483-34583	Nov 8 thru Dec 3	\$ 234,822.92
TOTAL ACCOUNTS PAYABLE CHECKS			\$ 234,822.92
<u>PAYROLL COSTS</u>			
First November Bi-Monthly Payroll		November 15, 2018	125,340.59
Second November Bi-Monthly Payroll		November 30, 2018	80,216.03
TOTAL PAYROLL COSTS			\$ 205,556.62
TOTAL CASH DISBURSEMENTS			\$ 440,379.54

NOTE:
 Check #34488 Void check
 Check #34494 Void check
 Check #34561 Void check carry over to check #34562

SUPERIOR
DATE: 12/07/2018
TIME: 12:14:47

CITY OF FOWLER
CHECK REGISTER - BY FUND

PAGE NUMBER: 1
ACCTPAZI

SELECTION CRITERIA: transact.check_no between '34483' and '34583'
ACCOUNTING PERIOD: 6/19

FUND - 100 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DEPT	ACCNT	DESCRIPTION	SALES TAX	AMOUNT
1001	34484	11/08/18	13496	KEENAN & ASSOCIATES	6200	5080	EMPLOYEE BENEFITS	0.00	4,491.29
1001	34484	11/08/18	13496	KEENAN & ASSOCIATES	6120	5080	EMPLOYEE BENEFITS	0.00	9,796.22
1001	34484	11/08/18	13496	KEENAN & ASSOCIATES	6150	5080	EMPLOYEE BENEFITS	0.00	282.87
1001	34484	11/08/18	13496	KEENAN & ASSOCIATES	6025	5080	EMPLOYEE BENEFITS	0.00	311.16
1001	34484	11/08/18	13496	KEENAN & ASSOCIATES	6030	5080	EMPLOYEE BENEFITS	0.00	408.28
1001	34484	11/08/18	13496	KEENAN & ASSOCIATES	6400	5080	EMPLOYEE BENEFITS	0.00	583.25
1001	34484	11/08/18	13496	KEENAN & ASSOCIATES	6700	5080	EMPLOYEE BENEFITS	0.00	583.25
1001	34484	11/08/18	13496	KEENAN & ASSOCIATES	6020	5080	EMPLOYEE BENEFITS	0.00	691.16
1001	34484	11/08/18	13496	KEENAN & ASSOCIATES	100	2041	EMPLOYEE BENEFITS	0.00	1,870.75
TOTAL	CHECK							0.00	19,018.23
1001	34485	11/08/18	10194	LOZANO SMITH	6060	5620	SERVICES	0.00	97.50
1001	34485	11/08/18	10194	LOZANO SMITH	6060	5620	SERVICES	0.00	136.50
1001	34485	11/08/18	10194	LOZANO SMITH	6060	5620	SERVICES	0.00	175.50
1001	34485	11/08/18	10194	LOZANO SMITH	6060	5620	SERVICES	0.00	175.50
1001	34485	11/08/18	10194	LOZANO SMITH	6060	5620	SERVICES	0.00	195.00
1001	34485	11/08/18	10194	LOZANO SMITH	6060	5620	SERVICES	0.00	214.50
1001	34485	11/08/18	10194	LOZANO SMITH	100	2050	SERVICES	0.00	273.00
1001	34485	11/08/18	10194	LOZANO SMITH	6060	5620	SERVICES	0.00	281.50
1001	34485	11/08/18	10194	LOZANO SMITH	6060	5620	SERVICES	0.00	351.00
1001	34485	11/08/18	10194	LOZANO SMITH	6060	5620	SERVICES	0.00	429.00
1001	34485	11/08/18	10194	LOZANO SMITH	6060	5620	SERVICES	0.00	468.00
1001	34485	11/08/18	10194	LOZANO SMITH	6060	5620	SERVICES	0.00	507.00
1001	34485	11/08/18	10194	LOZANO SMITH	100	2082	SERVICES	0.00	547.76
1001	34485	11/08/18	10194	LOZANO SMITH	100	2082	SERVICES	0.00	838.50
1001	34485	11/08/18	10194	LOZANO SMITH	100	2082	SERVICES	0.00	1,134.93
1001	34485	11/08/18	10194	LOZANO SMITH	6060	5620	SERVICES	0.00	1,185.92
1001	34485	11/08/18	10194	LOZANO SMITH	6060	5620	SERVICES	0.00	3,108.38
1001	34485	11/08/18	10194	LOZANO SMITH	6060	5620	SERVICES	0.00	4,806.25
1001	34485	11/08/18	10194	LOZANO SMITH	6060	5620	SERVICES	0.00	5,094.84
TOTAL	CHECK							0.00	20,020.58
1001	34486	11/08/18	13765	PROVIDENCE HORTICUL	6200	5220	STUMP GRINDING	0.00	275.00
1001	34486	11/08/18	13765	PROVIDENCE HORTICUL	6260	5220	TREE TRIMMING & RMV	0.00	5,600.00
TOTAL	CHECK							0.00	5,875.00
1001	34487	11/08/18	13655	PROVOST & PRITCHARD	100	2060	SPR 18-05	0.00	44.40
1001	34487	11/08/18	13655	PROVOST & PRITCHARD	100	2060	NATIONAL RAISIN	0.00	223.50
1001	34487	11/08/18	13655	PROVOST & PRITCHARD	100	2060	SPRINT CELL TWR	0.00	436.80
1001	34487	11/08/18	13655	PROVOST & PRITCHARD	100	2060	JACK IN THE BOX	0.00	984.07
1001	34487	11/08/18	13655	PROVOST & PRITCHARD	100	2060	SPR 18-06	0.00	988.00
1001	34487	11/08/18	13655	PROVOST & PRITCHARD	100	2060	MED PLZAGPA/COZ 17-	0.00	1,199.20
1001	34487	11/08/18	13655	PROVOST & PRITCHARD	100	2082	SPR MAXCO 14-05	0.00	2,019.90
1001	34487	11/08/18	13655	PROVOST & PRITCHARD	100	2060	BUFORD OIL	0.00	13,408.30
1001	34487	11/08/18	13655	PROVOST & PRITCHARD	6150	5520	SERVICES	0.00	21,390.37
TOTAL	CHECK							0.00	40,694.54
1001	34488	11/08/18	13647	SUN LIFE FINANCIAL	6400	5080	EMPLOYEE BENEFITS	0.00	33.18
1001	34488	11/08/18	13647	SUN LIFE FINANCIAL	6700	5080	EMPLOYEE BENEFITS	0.00	33.18
1001	34488	11/08/18	13647	SUN LIFE FINANCIAL	6150	5080	EMPLOYEE BENEFITS	0.00	66.36
1001	34488	11/08/18	13647	SUN LIFE FINANCIAL	6160	5080	EMPLOYEE BENEFITS	0.00	66.36
1001	34488	11/08/18	13647	SUN LIFE FINANCIAL	6020	5080	EMPLOYEE BENEFITS	0.00	73.31

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CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DEPT	ACCNT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1001	34488	11/08/18	13647	SUN LIFE FINANCIAL	6030	5080	EMPLOYEE BENEFITS	0.00	105.74
1001	34488	11/08/18	13647	SUN LIFE FINANCIAL	100	2042	EMPLOYEE DEDUCTIONS	0.00	120.54
1001	34488	V 11/08/18	13647	SUN LIFE FINANCIAL	6400	5080	EMPLOYEE BENEFITS	0.00	-33.18
1001	34488	V 11/08/18	13647	SUN LIFE FINANCIAL	6700	5080	EMPLOYEE BENEFITS	0.00	-33.18
1001	34488	V 11/08/18	13647	SUN LIFE FINANCIAL	6150	5080	EMPLOYEE BENEFITS	0.00	-66.36
1001	34488	V 11/08/18	13647	SUN LIFE FINANCIAL	6160	5080	EMPLOYEE BENEFITS	0.00	-66.36
1001	34488	V 11/08/18	13647	SUN LIFE FINANCIAL	6020	5080	EMPLOYEE BENEFITS	0.00	-73.31
1001	34488	V 11/08/18	13647	SUN LIFE FINANCIAL	6030	5080	EMPLOYEE BENEFITS	0.00	-105.74
1001	34488	V 11/08/18	13647	SUN LIFE FINANCIAL	100	2042	EMPLOYEE DEDUCTIONS	0.00	-120.54
1001	34488	V 11/08/18	13647	SUN LIFE FINANCIAL	100	2044	EMPLOYEE DEDUCTIONS	0.00	292.92
1001	34488	V 11/08/18	13647	SUN LIFE FINANCIAL	6200	5080	EMPLOYEE BENEFITS	0.00	464.52
1001	34488	V 11/08/18	13647	SUN LIFE FINANCIAL	6120	5080	EMPLOYEE BENEFITS	0.00	802.92
1001	34488	V 11/08/18	13647	SUN LIFE FINANCIAL	100	2046	EMPLOYEE BENEFITS	0.00	1,155.23
1001	34488	V 11/08/18	13647	SUN LIFE FINANCIAL	100	2044	EMPLOYEE DEDUCTIONS	0.00	-292.92
1001	34488	V 11/08/18	13647	SUN LIFE FINANCIAL	6200	5080	EMPLOYEE BENEFITS	0.00	-464.52
1001	34488	V 11/08/18	13647	SUN LIFE FINANCIAL	6120	5080	EMPLOYEE BENEFITS	0.00	-802.92
1001	34488	V 11/08/18	13647	SUN LIFE FINANCIAL	100	2046	EMPLOYEE BENEFITS	0.00	-1,155.23
TOTAL CHECK								0.00	0.00
1001	34489	11/08/18	11335	VISION SERVICE PLAN	6400	5080	EMPLOYEE BENEFITS	0.00	9.85
1001	34489	11/08/18	11335	VISION SERVICE PLAN	6700	5080	EMPLOYEE BENEFITS	0.00	9.85
1001	34489	11/08/18	11335	VISION SERVICE PLAN	6025	5080	EMPLOYEE BENEFITS	0.00	10.83
1001	34489	11/08/18	11335	VISION SERVICE PLAN	6160	5080	EMPLOYEE BENEFITS	0.00	19.70
1001	34489	11/08/18	11335	VISION SERVICE PLAN	6020	5080	EMPLOYEE BENEFITS	0.00	20.68
1001	34489	11/08/18	11335	VISION SERVICE PLAN	6030	5080	EMPLOYEE BENEFITS	0.00	23.62
1001	34489	11/08/18	11335	VISION SERVICE PLAN	6200	5080	EMPLOYEE BENEFITS	0.00	98.45
1001	34489	11/08/18	11335	VISION SERVICE PLAN	100	2048	EMPLOYEE BENEFITS	0.00	224.30
1001	34489	11/08/18	11335	VISION SERVICE PLAN	6120	5080	EMPLOYEE BENEFITS	0.00	236.29
TOTAL CHECK								0.00	653.57
1001	34490	11/15/18	10064	COLONIAL LIFE INSUR	100	2042	EMPLOYEE DEDUCTION	0.00	120.54
1001	34490	11/15/18	10064	COLONIAL LIFE INSUR	100	2044	EMPLOYEE DEDUCTION	0.00	292.92
TOTAL CHECK								0.00	413.46
1001	34491	11/15/18	10237	P G & E - SACRAMENT	6200	5170	UTILITIES	0.00	10.68
1001	34491	11/15/18	10237	P G & E - SACRAMENT	6200	5170	UTILITIES	0.00	13.47
1001	34491	11/15/18	10237	P G & E - SACRAMENT	6200	5170	UTILITIES	0.00	73.53
1001	34491	11/15/18	10237	P G & E - SACRAMENT	6200	5170	UTILITIES	0.00	182.08
1001	34491	11/15/18	10237	P G & E - SACRAMENT	6200	5170	UTILITIES	0.00	221.78
1001	34491	11/15/18	10237	P G & E - SACRAMENT	6200	5170	UTILITIES	0.00	293.44
TOTAL CHECK								0.00	794.98
1001	34492	11/15/18	10288	SMART & FINAL	6400	5110	SUPPLIES	0.00	47.02
1001	34492	11/15/18	10288	SMART & FINAL	6400	5110	SUPPLIES	0.00	106.40
1001	34492	11/15/18	10288	SMART & FINAL	6700	5110	SUPPLIES	0.00	339.81
TOTAL CHECK								0.00	493.23
1001	34493	11/15/18	13647	SUN LIFE FINANCIAL	6400	5080	EMPLOYEE BENEFITS	0.00	33.18
1001	34493	11/15/18	13647	SUN LIFE FINANCIAL	6700	5080	EMPLOYEE BENEFITS	0.00	33.18
1001	34493	11/15/18	13647	SUN LIFE FINANCIAL	6150	5080	EMPLOYEE BENEFITS	0.00	66.36
1001	34493	11/15/18	13647	SUN LIFE FINANCIAL	6160	5080	EMPLOYEE BENEFITS	0.00	66.36
1001	34493	11/15/18	13647	SUN LIFE FINANCIAL	6020	5080	EMPLOYEE BENEFITS	0.00	73.31

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1001	34493	11/15/18	SUN LIFE FINANCIAL	6030	5080	EMPLOYEE BENEFITS	0.00	105.74
1001	34493	11/15/18	SUN LIFE FINANCIAL	6200	5080	EMPLOYEE BENEFITS	0.00	464.52
1001	34493	11/15/18	SUN LIFE FINANCIAL	6120	5080	EMPLOYEE BENEFITS	0.00	802.92
1001	34493	11/15/18	SUN LIFE FINANCIAL	100	2046	EMPLOYEE BENEFITS	0.00	1,155.23
TOTAL CHECK								2,800.80
1001	34494	11/26/18	CAPE CENTRAL VALLEY	6120	5300	TRAINING	0.00	15.00
1001	34494	11/26/18	CAPE CENTRAL VALLEY	6120	5300	TRAINING	0.00	-15.00
TOTAL CHECK								0.00
1001	34495	11/28/18	ALLISON, MICHAEL	6120	5300	TRAINING	0.00	375.00
1001	34496	11/28/18	YANG, FONG	6120	5300	TRAINING	0.00	820.00
1001	34496	11/28/18	YANG, FONG	6120	5300	TRAINING	0.00	1,478.30
TOTAL CHECK								2,298.30
1001	34497	11/28/18	CORTEZ, RAY	6120	5300	TRAINING	0.00	375.00
1001	34498	11/29/18	DIFFEY, VIRGINIA	6400	5110	SANTA XMAS TREE LGH	0.00	150.00
1001	34499	11/29/18	YVONNE HERNANDEZ	6400	5110	CHILDRENS SHOPPING	0.00	800.00
1001	34500	11/29/18	SONYA SANTANA	6400	5110	ENTERTNMT TREE LGH	0.00	200.00
1001	34501	11/30/18	SECOND CHANCE ANIMA	6270	5220	SERVICES	0.00	1,000.00
1001	34505	12/03/18	ADT SECURITY SERVIC	6700	5220	SERVICES	0.00	162.87
1001	34506	12/03/18	AGRICHEM	6260	5190	SUPPLIES	0.00	413.10
1001	34508	12/03/18	ALERT-O-LITE, INC	6260	5190	SUPPLIES	0.00	51.80
1001	34508	12/03/18	ALERT-O-LITE, INC	6200	5190	SUPPLIES	0.00	51.80
1001	34508	12/03/18	ALERT-O-LITE, INC	6260	5130	SUPPLIES	0.00	64.77
1001	34508	12/03/18	ALERT-O-LITE, INC	6200	5110	SUPPLIES	0.00	120.75
TOTAL CHECK								289.12
1001	34509	12/03/18	ATT	6120	5220	SERVICES	0.00	499.16
1001	34510	12/03/18	BCT CONSULTING	6030	5220	SERVICES	0.00	436.00
1001	34510	12/03/18	BCT CONSULTING	6020	5220	SERVICES	0.00	732.59
TOTAL CHECK								1,168.59
1001	34512	12/03/18	BRYANT L. JOLLEY, C	6030	5220	17/18 AUDIT PREP	0.00	3,600.00
1001	34513	12/03/18	THE BUSINESS JOURNA	6020	5150	PUBLICATIONS	0.00	200.00
1001	34514	12/03/18	CALIFORNIA POLICE C	6120	5260	TRAINING	0.00	675.00
1001	34515	12/03/18	CAPE CENTRAL VALLEY	6120	5300	TRAINING	0.00	15.00
1001	34517	12/03/18	CASCADE FIRE EQUIPM	6130	5110	SUPPLIES	0.00	757.56

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1001	34518	12/03/18	11970	CENTRAL VALLEY TOXI	6120	5220	SERVICES	0.00	137.00
1001	34521	12/03/18	10054	CHEVRON & TEXACO CA	6020	5210	FUEL	0.00	42.42
1001	34521	12/03/18	10054	CHEVRON & TEXACO CA	6120	5210	FUEL	0.00	199.83
TOTAL CHECK								0.00	242.25
1001	34522	12/03/18	13894	COMCAST	6120	5160	SERVICES	0.00	23.91
1001	34523	12/03/18	12654	COMCAST CABLE	6120	5220	SERVICES	0.00	670.90
1001	34525	12/03/18	13084	CREEPY CRAWLIES EXT	6020	5220	SERVICES	0.00	180.00
1001	34525	12/03/18	13084	CREEPY CRAWLIES EXT	6700	5220	SERVICES	0.00	285.00
TOTAL CHECK								0.00	465.00
1001	34526	12/03/18	12582	DARLEY	6130	5110	SUPPLIES	0.00	161.67
1001	34527	12/03/18	10792	FASTENAL COMPANY	6260	5110	SUPPLIES	0.00	20.74
1001	34530	12/03/18	10108	FIVE CITIES EDA - E	6010	5110	EDA Q2	0.00	811.85
1001	34531	12/03/18	10124	FRESNO COUNTY TREAS	6120	5220	RMS/JMS FEES	0.00	71.06
1001	34531	12/03/18	10124	FRESNO COUNTY TREAS	6120	5270	SERVICES	0.00	910.14
1001	34531	12/03/18	10124	FRESNO COUNTY TREAS	6120	5271	DISPATCHING SERVICE	0.00	7,415.79
TOTAL CHECK								0.00	8,396.99
1001	34532	12/03/18	12567	FRESNO MOBILE RADIO	6200	5220	SERVICES	0.00	300.00
1001	34533	12/03/18	13451	FRONTIER COMMUNICAT	6700	5160	SERVICES	0.00	64.37
1001	34533	12/03/18	13451	FRONTIER COMMUNICAT	6130	5160	SERVICES	0.00	73.42
1001	34533	12/03/18	13451	FRONTIER COMMUNICAT	6120	5160	SERVICES	0.00	89.91
TOTAL CHECK								0.00	227.70
1001	34535	12/03/18	12810	GLOBAL CTI	6020	5220	SERVICES	0.00	116.15
1001	34535	12/03/18	12810	GLOBAL CTI	6020	5220	SERVICES	0.00	116.15
TOTAL CHECK								0.00	232.30
1001	34537	12/03/18	11116	GRAINGER	6200	5110	SUPPLIES	0.00	33.84
1001	34538	12/03/18	10141	H & H TIRE SERVICES	6120	5205	AUTO MAINTENANCE	0.00	55.32
1001	34538	12/03/18	10141	H & H TIRE SERVICES	6120	5205	AUTO MAINTENANCE	0.00	64.86
1001	34538	12/03/18	10141	H & H TIRE SERVICES	6260	5205	AUTO MAINTENANCE	0.00	76.00
1001	34538	12/03/18	10141	H & H TIRE SERVICES	6120	5205	AUTO MAINTENANCE	0.00	102.00
TOTAL CHECK								0.00	298.18
1001	34539	12/03/18	13127	HEALTHWISE SERVICES	6020	5220	SERVICES	0.00	200.00
1001	34539	12/03/18	13127	HEALTHWISE SERVICES	6020	5220	SERVICES	0.00	200.00
TOTAL CHECK								0.00	400.00
1001	34542	12/03/18	11862	YVONNE HERNANDEZ	6700	5110	REIMBURSEMENT	0.00	47.94
1001	34544	12/03/18	10153	J'S COMMUNICATIONS,	6120	5160	SERVICES	0.00	40.00
1001	34544	12/03/18	10153	J'S COMMUNICATIONS,	6120	5160	SERVICES	0.00	60.68

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TOTAL CHECK								
1001	34545	12/03/18	10804 KINGSBURG CHAMBER O	6010	5250	2019 FRUIT TRAIL	0.00	100.68
1001	34546	12/03/18	12858 LEE CENTRAL CA NEWS	6020	5110	MAIN WORKR JOB POST	0.00	500.00
1001	34547	12/03/18	10195 MAACO	6120	5205	AUTO MAINTENANCE	0.00	427.53
1001	34549	12/03/18	10203 MID VALLEY PACKAGIN	6020	5110	SUPPLIES	0.00	650.00
1001	34551	12/03/18	10215 NELSON HARDWARE & G	6260	5110	SUPPLIES	0.00	138.21
1001	34551	12/03/18	10215 NELSON HARDWARE & G	6260	5110	SUPPLIES	0.00	15.18
TOTAL CHECK								193.56
1001	34552	12/03/18	10216 NEW ENGLAND SHEET M	6120	5220	SERVICES	0.00	208.74
1001	34552	12/03/18	10216 NEW ENGLAND SHEET M	6120	5220	SERVICES	0.00	296.00
TOTAL CHECK								653.00
1001	34553	12/03/18	12650 NEXT LEVEL	6120	5205	AUTO MAINTENANCE	0.00	949.00
1001	34554	12/03/18	10126 OSCAR GARCIA, CPA AU	6020	5110	PROP TAXES 18/19-1	0.00	421.53
1001	34554	12/03/18	10126 OSCAR GARCIA, CPA AU	6020	5110	PROP TAXES 18/19-1	0.00	219.43
1001	34554	12/03/18	10126 OSCAR GARCIA, CPA AU	6020	5110	PROP TAXES 18/19-1	0.00	219.43
1001	34554	12/03/18	10126 OSCAR GARCIA, CPA AU	6020	5110	PROP TAXES 18/19-1	0.00	219.43
1001	34554	12/03/18	10126 OSCAR GARCIA, CPA AU	6020	5110	PROP TAXES 18/19-1	0.00	219.43
1001	34554	12/03/18	10126 OSCAR GARCIA, CPA AU	6020	5110	PROP TAXES 18/19-1	0.00	219.43
1001	34554	12/03/18	10126 OSCAR GARCIA, CPA AU	6020	5110	PROP TAXES 18/19-1	0.00	219.43
TOTAL CHECK								329.14
1001	34555	12/03/18	10237 P G & E - SACRAMENT	6200	5170	UTILITIES	0.00	1,645.72
1001	34555	12/03/18	10237 P G & E - SACRAMENT	6700	5170	UTILITIES	0.00	13.46
1001	34555	12/03/18	10237 P G & E - SACRAMENT	6700	5170	UTILITIES	0.00	908.90
1001	34555	12/03/18	10237 P G & E - SACRAMENT	6200	5170	UTILITIES	0.00	1,405.50
1001	34555	12/03/18	10237 P G & E - SACRAMENT	6200	5170	UTILITIES	0.00	3,098.32
1001	34555	12/03/18	10237 P G & E - SACRAMENT	6200	5170	UTILITIES	0.00	3,996.39
1001	34555	12/03/18	10237 P G & E - SACRAMENT	6200	5170	UTILITIES	0.00	222.45
1001	34555	12/03/18	10237 P G & E - SACRAMENT	6130	5170	UTILITIES	0.00	256.09
TOTAL CHECK								9,901.11
1001	34557	12/03/18	12060 PETERS ENGINEERING	100	2060	TRACT MAP 6027	0.00	120.00
1001	34557	12/03/18	12060 PETERS ENGINEERING	100	2060	CUP 17-02 TACO BELL	0.00	120.00
1001	34557	12/03/18	12060 PETERS ENGINEERING	6200	5220	TEMPERANCE/ E WALTER	0.00	126.25
1001	34557	12/03/18	12060 PETERS ENGINEERING	6200	5220	ENCRCHMNT PERMIT	0.00	165.00
1001	34557	12/03/18	12060 PETERS ENGINEERING	6200	5220	SERVICES	0.00	360.00
1001	34557	12/03/18	12060 PETERS ENGINEERING	6200	5220	WALTERS AVE	0.00	360.00
1001	34557	12/03/18	12060 PETERS ENGINEERING	100	2060	6 PLEX GRADING	0.00	460.00
1001	34557	12/03/18	12060 PETERS ENGINEERING	6200	5220	SERVICES	0.00	500.00
1001	34557	12/03/18	12060 PETERS ENGINEERING	6200	2082	ENCRCHMNT PERMIT	0.00	740.47
1001	34557	12/03/18	12060 PETERS ENGINEERING	100	2060	MAXCO	0.00	1,219.62
1001	34557	12/03/18	12060 PETERS ENGINEERING	100	2082	TRACT 6157	0.00	1,649.10
1001	34557	12/03/18	12060 PETERS ENGINEERING	6150	5220	SERVICES	0.00	1,680.00
1001	34557	12/03/18	12060 PETERS ENGINEERING	6200	5220	G/S CORRIDOR	0.00	1,711.54
1001	34557	12/03/18	12060 PETERS ENGINEERING	100	2060	HEALTH CLINIC	0.00	

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FUND - 100 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DEPT	ACCNT	DESCRIPTION	SALES TAX	AMOUNT
1001	34557	12/03/18	12060	PETERS ENGINEERING	100	2060	MAGILL TERRACE	0.00	1,730.86
TOTAL	CHECK							0.00	11,547.84
1001	34558	12/03/18	12384	PITNEY BOWES GLOBAL	6020	5180	LEASE PAYMENT	0.00	666.30
1001	34559	12/03/18	11916	POSITIVE PROMOTIONS	6120	5110	BE RESPECTFUL, BE R	0.00	97.00
1001	34559	12/03/18	11916	POSITIVE PROMOTIONS	6120	5110	ESTIMATED SHIPPING/	0.00	13.95
TOTAL	CHECK							0.00	110.95
1001	34560	12/03/18	10243	PRAXAIR DISTRIBUTIO	6130	5310	SUPPLIES	0.00	214.86
1001	34562	12/03/18	13655	PROVOST & PRITCHARD	100	2060	SPR 18-06	0.00	7.60
1001	34562	12/03/18	13655	PROVOST & PRITCHARD	100	2060	SPR 18-06	0.00	7.60
1001	34562	12/03/18	13655	PROVOST & PRITCHARD	100	2060	GPA/COZ 17-01 MED P	0.00	7.60
1001	34562	12/03/18	13655	PROVOST & PRITCHARD	100	2060	SPR 18-03	0.00	7.60
1001	34562	12/03/18	13655	PROVOST & PRITCHARD	100	2060	SPR 18-05	0.00	7.60
1001	34562	12/03/18	13655	PROVOST & PRITCHARD	100	2060	SPR 18-03	0.00	15.20
1001	34562	12/03/18	13655	PROVOST & PRITCHARD	100	2060	CUP 18-03 CELL TOWE	0.00	69.40
1001	34562	12/03/18	13655	PROVOST & PRITCHARD	100	2060	SPR 18-08	0.00	74.00
1001	34562	12/03/18	13655	PROVOST & PRITCHARD	100	2060	MAGILL TERRACE 18-0	0.00	106.40
1001	34562	12/03/18	13655	PROVOST & PRITCHARD	100	2060	SPR 18-05	0.00	110.50
1001	34562	12/03/18	13655	PROVOST & PRITCHARD	100	2060	CUP 18-04	0.00	198.50
1001	34562	12/03/18	13655	PROVOST & PRITCHARD	100	2060	MAGILL TERRACE 18-0	0.00	247.60
1001	34562	12/03/18	13655	PROVOST & PRITCHARD	100	2060	CUP 17-04 TRUCK STO	0.00	426.30
1001	34562	12/03/18	13655	PROVOST & PRITCHARD	100	2060	CUP 18-06	0.00	439.20
1001	34562	12/03/18	13655	PROVOST & PRITCHARD	100	2060	NATIONAL RAISIN 18-	0.00	446.20
1001	34562	12/03/18	13655	PROVOST & PRITCHARD	100	2060	NATIONAL RAISIN	0.00	522.10
1001	34562	12/03/18	13655	PROVOST & PRITCHARD	6150	5220	CELL TOWER CUP 18-0	0.00	563.80
1001	34562	12/03/18	13655	PROVOST & PRITCHARD	100	2060	CUP 18-04	0.00	779.10
1001	34562	12/03/18	13655	PROVOST & PRITCHARD	100	2060	VARIANCE 18-01	0.00	873.20
1001	34562	12/03/18	13655	PROVOST & PRITCHARD	100	2060	CUP 18-05 CELL TWR	0.00	1,020.00
1001	34562	12/03/18	13655	PROVOST & PRITCHARD	6150	5520	SERVICES	0.00	11,669.67
1001	34562	12/03/18	13655	PROVOST & PRITCHARD	6150	5520	SERVICES	0.00	12,934.04
TOTAL	CHECK							0.00	30,533.21
1001	34563	12/03/18	10248	QUALITY PLUMBING	6700	5110	SERVICES	0.00	908.50
1001	34565	12/03/18	10251	R & R AUTO REPAIR S	6260	5205	AUTO MAINTENANCE	0.00	239.38
1001	34565	12/03/18	10251	R & R AUTO REPAIR S	6260	5205	AUTO MAINTENANCE	0.00	639.08
TOTAL	CHECK							0.00	878.46
1001	34569	12/03/18	11195	ROBERT V JENSEN INC	6130	5210	FUEL	0.00	70.26
1001	34569	12/03/18	11195	ROBERT V JENSEN INC	6260	5210	FUEL	0.00	107.38
1001	34569	12/03/18	11195	ROBERT V JENSEN INC	6130	5210	FUEL	0.00	116.38
1001	34569	12/03/18	11195	ROBERT V JENSEN INC	6200	5210	FUEL	0.00	207.57
1001	34569	12/03/18	11195	ROBERT V JENSEN INC	6200	5210	FUEL	0.00	357.20
TOTAL	CHECK							0.00	858.79
1001	34572	12/03/18	10085	STATE OF CA DEPARTM	6120	5220	SERVICES	0.00	25.00
1001	34572	12/03/18	10085	STATE OF CA DEPARTM	6120	5220	SERVICES	0.00	175.00
TOTAL	CHECK							0.00	200.00

SUPERION
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CITY OF FOWLER
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SELECTION CRITERIA: transact.check_no between '34483' and '34583'
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FUND - 100 - GENERAL FUND		CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DEPT	ACCNT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1001	1001	34574	12/03/18	13728	SUPERION	6030	5220	SERVICES	0.00	225.45	
1001	1001	34574	12/03/18	13728	SUPERION	6030	5220	SERVICES	0.00	160.00	
TOTAL CHECK									0.00	385.45	
1001	1001	34575	12/03/18	10303	SWANSON-FAHRNEY FOR	6200	5205	AUTO MAINTENANCE	0.00	110.00	
1001	1001	34576	12/03/18	10314	TOSHIBA AMERICA INF	6020	5180	LEASE PAYMENT	0.00	538.80	
1001	1001	34577	12/03/18	13543	UNIFIRST CORPORATIO	6700	5220	SERVICES	0.00	14.08	
1001	1001	34577	12/03/18	13543	UNIFIRST CORPORATIO	6700	5220	SERVICES	0.00	15.18	
1001	1001	34577	12/03/18	13543	UNIFIRST CORPORATIO	6020	5220	SUPPLIES	0.00	25.83	
1001	1001	34577	12/03/18	13543	UNIFIRST CORPORATIO	6020	5220	SERVICES	0.00	25.83	
TOTAL CHECK									0.00	80.92	
1001	1001	34578	12/03/18	11073	UNITED RENTALS	6400	5110	LIGHT RENTALS	0.00	302.13	
1001	1001	34579	12/03/18	13521	UNITY IT	6120	5230	SERVICES	0.00	650.00	
1001	1001	34583	12/03/18	10346	ZOOM IMAGING SOLUTI	6700	5220	SERVICES	0.00	0.40	
1001	1001	34583	12/03/18	10346	ZOOM IMAGING SOLUTI	6150	5220	SERVICES	0.00	7.54	
1001	1001	34583	12/03/18	10346	ZOOM IMAGING SOLUTI	6020	5220	SERVICES	0.00	170.74	
1001	1001	34583	12/03/18	10346	ZOOM IMAGING SOLUTI	6120	5220	SERVICES	0.00	218.38	
TOTAL CHECK									0.00	397.06	
TOTAL CASH ACCOUNT									0.00	179,539.15	
TOTAL FUND									0.00	179,539.15	

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FUND - 210 - GAS TAX									
CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DEPT	ACCNT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1001	34508	12/03/18	10007	ALERT-O-LITE, INC	2100	5220	SUPPLIES	0.00	157.91
1001	34573	12/03/18	10824	STREET MAINTENANCE	2100	5220	SERVICES	0.00	1,108.60
TOTAL CASH ACCOUNT									1,266.51
TOTAL FUND									1,266.51

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FUND - 225 - LTF - ARTICLE 8

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DEPT	ACCT	DESCRIPTION	SALES TAX	AMOUNT
1001	34491	11/15/18	10237	P G & E - SACRAMENT	2250	5170	UTILITIES	0.00	505.71
1001	34491	11/15/18	10237	P G & E - SACRAMENT	2250	5170	UTILITIES	0.00	1,437.86
1001	34491	11/15/18	10237	P G & E - SACRAMENT	2250	5170	UTILITIES	0.00	188.59
1001	34491	11/15/18	10237	P G & E - SACRAMENT	2250	5170	UTILITIES	0.00	106.84
1001	34491	11/15/18	10237	P G & E - SACRAMENT	2250	5170	UTILITIES	0.00	124.42
1001	34491	11/15/18	10237	P G & E - SACRAMENT	2250	5170	UTILITIES	0.00	23.43
1001	34491	11/15/18	10237	P G & E - SACRAMENT	2250	5170	UTILITIES	0.00	62.59
1001	34491	11/15/18	10237	P G & E - SACRAMENT	2250	5170	UTILITIES	0.00	68.85
1001	34491	11/15/18	10237	P G & E - SACRAMENT	2250	5170	UTILITIES	0.00	9.86
TOTAL CHECK								0.00	2,528.15
1001	34524	12/03/18	10349	CORNER CLEAN SWEEPI	2250	5220	SERVICES	0.00	2,294.00
1001	34555	12/03/18	10237	P G & E - SACRAMENT	2250	5170	UTILITIES	0.00	10,236.46
1001	34555	12/03/18	10237	P G & E - SACRAMENT	2250	5170	UTILITIES	0.00	68.82
1001	34555	12/03/18	10237	P G & E - SACRAMENT	2250	5170	UTILITIES	0.00	78.35
1001	34555	12/03/18	10237	P G & E - SACRAMENT	2250	5170	UTILITIES	0.00	106.86
TOTAL CHECK								0.00	10,490.49
TOTAL CASH ACCOUNT								0.00	15,312.64
TOTAL FUND								0.00	15,312.64

CITY OF FOWLER
CHECK REGISTER - BY FUND

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CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DEPT	ACCNT	DESCRIPTION	SALES TAX	AMOUNT
1001	34483	11/08/18	12499	FRESNO PIPE & SUPPL	5000	5110	SUPPLIES	0.00	388.54
1001	34484	11/08/18	13496	KEENAN & ASSOCIATES	5000	5080	EMPLOYEE BENEFITS	0.00	2,699.28
1001	34488	11/08/18	13647	SUN LIFE FINANCIAL	5000	5080	EMPLOYEE BENEFITS	0.00	-148.31
1001	34488	11/08/18	13647	SUN LIFE FINANCIAL	5000	5080	EMPLOYEE BENEFITS	0.00	148.31
	TOTAL CHECK							0.00	0.00
1001	34489	11/08/18	11335	VISION SERVICE PLAN	5000	5080	EMPLOYEE BENEFITS	0.00	97.47
1001	34491	11/15/18	10237	P G & E - SACRAMENT	5000	5170	UTILITIES	0.00	375.90
1001	34493	11/15/18	13647	SUN LIFE FINANCIAL	5000	5080	EMPLOYEE BENEFITS	0.00	148.31
1001	34502	12/03/18	10242	U S POSTMASTER	5000	5175	POSTAGE FOR BILLS	0.00	853.71
1001	34503	12/03/18	11689	A & C TIRE SERVICE	5000	5205	AUTO MAINTENANCE	0.00	13.00
1001	34504	12/03/18	10562	A-C ELECTRIC COMPAN	5000	5190	WELL 7 & 8A	0.00	7,058.40
1001	34507	12/03/18	14042	ALDANA, ISAC & MELA	500	2050	UB REFUND	0.00	95.95
1001	34510	12/03/18	10026	BCT CONSULTING	5000	5220	SERVICES	0.00	331.41
1001	34511	12/03/18	14025	BRAR, HARJINDER & R	500	2050	UB REFUND	0.00	127.74
1001	34516	12/03/18	14036	CARRASCO, MARIA	500	2050	UB REFUND	0.00	101.42
1001	34519	12/03/18	14041	CESAR & AMBER RODRI	500	2050	UB REFUND	0.00	53.82
1001	34520	12/03/18	14021	CHACON, YSIDRO C	500	2050	UB REFUND	0.00	28.51
1001	34527	12/03/18	10792	FASTENAL COMPANY	5000	5110	SUPPLIES	0.00	8.90
1001	34527	12/03/18	10792	FASTENAL COMPANY	5000	5110	SUPPLIES	0.00	123.81
	TOTAL CHECK							0.00	132.71
1001	34528	12/03/18	14024	FEAVER, TRAVIS	500	2050	UB REFUND	0.00	92.58
1001	34529	12/03/18	13275	FERGUSON ENTERPRISE	5000	5190	SUPPLIES	0.00	872.99
1001	34533	12/03/18	13451	FRONTIER COMMUNICAT	5000	5160	UB REFUND	0.00	223.86
1001	34534	12/03/18	14035	GIGLIOTTI, LOIS L	500	2050	UB REFUND	0.00	78.41
1001	34535	12/03/18	12810	GLOBAL CTI	5000	5220	SERVICES	0.00	116.15
1001	34535	12/03/18	12810	GLOBAL CTI	5000	5220	SERVICES	0.00	116.15
	TOTAL CHECK							0.00	232.30
1001	34536	12/03/18	14027	GOLDEN, CANDICE	500	2050	UB REFUND	0.00	30.23
1001	34540	12/03/18	14033	HENDRIX, CYNTHIA	500	2050	UB REFUND	0.00	85.83

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SELECTION CRITERIA: transact.check_no between '34483' and '34583'
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FUND - 500 - WATER	CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DEPT	ACCNT	-----DESCRIPTION-----	SALES TAX	AMOUNT
									0.00	35,663.44

TOTAL FUND

CITY OF FOWLER
CHECK REGISTER - BY FUND

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SELECTION CRITERIA: transact.check_no between '34483' and '34583'
ACCOUNTING PERIOD: 6/19

FUND - 710 - AB1600-GENERAL SERVICES									
CASH ACCT	CHECK NO	ISSUE DT	VENDOR NAME	DEPT	ACCNT	-----DESCRIPTION-----	SALES TAX	AMOUNT	
1001	34562	12/03/18	13655 PROVOST & PRITCHARD	7100	5220	SERVICES	0.00	2,734.20	
1001	34562	12/03/18	13655 PROVOST & PRITCHARD	7100	5220	GPA/COZ 17-01 MED P	0.00	88.20	
TOTAL CHECK							0.00	2,822.40	
TOTAL CASH ACCOUNT							0.00	2,822.40	
TOTAL FUND							0.00	2,822.40	

**MINUTES OF THE FOWLER CITY COUNCIL MEETING
NOVEMBER 6, 2018**

Mayor Cardenas called the meeting to order at 7:00 p. m. Roll call was taken.

Councilmembers Present: Cardenas, Parra, Hammer, Kazarian, Rodriquez

City Staff Present: City Manager/City Clerk Davis, Public Works Supervisor/Fire Chief Lopez, City Attorney Wolfe, Police Sergeant Bergthold, Deputy City Clerk Burrola

The Flag Salute and Pledge of Allegiance were followed by a moment of silence and reflection.

PUBLIC PRESENTATIONS

James Mitchell, Selma resident, asked to arrange a meeting to meet with Council and City staff regarding a proposed project idea he has that may generate jobs and revenue to benefit the community and the City. Mayor Cardenas suggested to Mr. Mitchell that he make an appointment to meet with City staff to discuss his idea.

COMMUNICATIONS

City Manager Davis had no communications to report.

STAFF REPORTS

CITY ENGINEER'S REPORT

APPROVE AWARD OF BID FOR ADAMS AVENUE RECONSTRUCTION PROJECT TO WITBRO INC. DBA SEAL RITE PAVING AND GRADING

Will Washburn representing Peter's Engineering Group, presented a request to award the Adams Avenue reconstruction project to Witbro Inc. DBA Seal Rite Paving and Grading in the amount of \$323,968. On October 30, 2018 the City received eleven bids for the City's Adams Avenue reconstruction project, ranging from \$323,968 to \$495,130.14. The Engineer's estimate for this portion of the work is \$331,047. Mr. Washburn added that the project should begin in the next couple of months. He also mentioned that they will be lowering the curb at the intersection of Fowler and Adams Avenue to help mitigate any future traffic collisions.

Councilmember Rodriquez made a motion to approve the award of bid for the Adams Avenue reconstruction project to Witbro Inc. DBA Seal Rite Paving and Grading, in the amount of \$323,968.; seconded by Mayor Pro-Tem Parra. The motion carried by unanimous voice vote: Ayes: Cardenas, Parra, Hammer, Kazarian, Rodriquez. Noes: None. Abstain/Absent: None.

SECOND READING OF ORDINANCE NO. 2018-02

City Manager Davis stated that, as discussed at the first reading of the ordinance held on October 16, 2018, Ordinance No. 2018-02 is related to the 1% Sales Tax Measure on the November 6, 2018 ballot. There are two ordinances, one is for the municipal code and the second is for the State to collect the sales tax for the City. It was requested by Council to return the first ordinance for oversight in the language to ensure the funds are used properly. City Attorney Wolfe stated that at

the last meeting there was a question as to whether or not to put language into the ordinance about having an oversight committee. Two options were provided to the Council, possible language was drafted for consideration and the other alternative is to give direction on having priority workshops on providing and receiving the public's input. Councilmember Kazarian stated that in the previous meeting he made a comment about possibly having a mid-year update review included, which would be his first proposal for the first paragraph. He conveyed to give direction to have an oversight committee along with the workshops. He also expressed that with everything that has happened with the City it's important to show accountability by having an oversight committee. Councilmember Rodriguez said that he likes that the community is getting more involved on how the funds will be spent; he is in favor of having an oversight committee. Mayor Cardenas expressed that he is in favor of having the workshops before deciding to create an oversight committee. If the measure passes then there would be a possibility to incorporate a committee.

Patric Jones, Fowler resident, agrees on having an oversight committee. He said the citizens are becoming more aware of what goes on in the City.

Melissa Squeo, Fowler resident, said she has been attending Council meetings for many years, during those years Council goes over the budget and how the funds are being spent. She disagrees with Councilmember Kazarian that an oversight committee is needed.

Mayor Pro-Tem Parra made a motion to waive the second reading and approve Ordinance No. 2018-02, "An Ordinance of the City Council of the City of Fowler Adding Section 3-5.12, to Chapter 5, of Title 3 of the Fowler Municipal Code Pertaining to the Imposition of an Additional Transaction and Use Tax" with the direction that if the sales tax measure is approved by the voters, the Council shall hold a public workshop where the Council shall establish priorities for use of the sales tax proceeds. The workshop shall be held prior to March 31, 2019. The workshop may be held over multiple sessions as needed. The Council shall regularly review with the budget process revenues received from the sales tax, how the sales tax is being used to meet Council priorities, and make any desired adjustments, seconded by Councilmember Hammer. The motion carried by unanimous voice vote: Ayes: Cardenas, Parra, Hammer, Rodriguez. Noes: Kazarian. Abstain: None. Absent: None.

SECOND READING OF UNCODIFIED ORDINANCE NO. 2018-03

Mayor Pro-Tem Parra made a motion to waive the second reading and approve Uncodified Ordinance No. 2018-03, "An Ordinance of the City Council of the City of Fowler Imposing an Additional Transaction and Use Tax to be Administered by the California Department of Tax and Fee Administration", seconded by Councilmember Rodriguez. The motion carried by unanimous voice vote: Ayes: Cardenas, Parra, Hammer, Rodriguez. Noes: Kazarian. Abstain: None. Absent: None.

CITY MANAGER'S REPORT

City Manager Davis said a fire station preconstruction meeting is scheduled for Thursday, November 8, 2018. She added that the project should begin in January or February.

The escrow for the sale of the property at 125 N. 6th Street has been completed and funds have been received by the City.

She mentioned staff met with Fowler Unified School District representatives and their architect to discuss a future school site and City park near Sunnyside and South Avenues.

PUBLIC WORKS REPORT

Public Works Supervisor Lopez said he has contacted the street sweeping company regarding an issue discussed at a previous meeting.

Public Works Supervisor Lopez circulated information on the landscape district assessments that was requested by Councilmember Kazarian and Councilmember Rodriquez at a previous meeting. Councilmember Kazarian asked that he follow up on some of the major activities performed. He provided an update on the Fowler and Adams Avenue intersection, k-rails have been placed at the location and he is looking into placing rumble strips.

FINANCE DIRECTOR'S REPORT

No report was given.

POLICE DEPARTMENT REPORT

Police Sergeant Bergthold circulated the DOJ crime statistics for the month of October.

FIRE DEPARTMENT REPORT

Fire Chief Lopez mentioned that six fire fighters will be attending a Cal Fire training next week.

CITY ATTORNEY'S REPORT

City Attorney Wolfe said the State has updated cannabis regulations for possible deliveries for every jurisdiction in the State. Information was provided that deliveries are occurring in the City of Clovis.

He mentioned that Lozano Smith is having Law Enforcement Legal Update workshops tomorrow, November 7, 2018 for both clients and non-clients.

CONSENT CALENDAR

The consent calendar consisted of: A) Ratification of Warrants – November 6, 2018; B) Approve Minutes of the Fowler City Council Special Meeting and Regular Meeting – October 6, 2018.

Councilmember Kazarian made a motion to approve the Consent Calendar, seconded by Councilmember Rodriquez. The motion carried by unanimous voice vote: Ayes: Cardenas, Parra, Hammer, Kazarian, Rodriquez. Noes: None. Abstain/Absent: None.

COMMITTEE REPORTS

The City Council each reported on attending the Trunk or Treat event, more than 2,000 attended this year.

Councilmember Hammer mentioned the upcoming Veterans Day Event is Sunday, November 11, 2018 and the Christmas Tree Lighting on Saturday, December 1, 2018.

ADJOURNMENT

Having no further business, Councilmember Kazarian made a motion, seconded by Councilmember Hammer to adjourn. The motion carried and the meeting adjourned at 8:12 p.m.

BEFORE THE CITY COUNCIL
OF THE CITY OF FOWLER
STATE OF CALIFORNIA

ITEM 12C

IN THE MATTER OF THE)
SOUTHEAST REGIONAL SOLID WASTE)
JOINT POWERS AGREEMENT)

RESOLUTION No. 2415

WHEREAS, the County of Fresno and the Cities of Fowler, Kingsburg, Orange Cove, Parlier, Reedley, Sanger, Selma (hereinafter referred to as "Cities") originally executed a Joint Powers Agreement (JPA) on May 18, 1970, for the ownership, operation and maintenance of the Southeast Regional Disposal Site (hereinafter referred to as "SERDS"); and

WHEREAS, the Government Code of the State of California Section 6500 authorizes and provides the County and the Cities the legal power to acquire, develop, maintain, operate, dispose of and replace a solid waste disposal site, and any related solid waste processing facilities including transfer stations; and

WHEREAS, the California Solid Waste Management and Resource Recovery Act of 1972, and the Integrated Waste Management Act of 1989, each have been enacted with the intent and purpose that local agencies develop a solid waste management master plan for each county including not less than a majority of the cities therein; and.

WHEREAS, it is in the public interest that the parties hereto jointly manage SERDS in accordance with all applicable laws and regulations and the provisions of the County's Integrated Waste Management Plan; and

WHEREAS, the JPA was amended and superseded in its entirety by Amended JPAs dated February 7, 1978, April 24, 1984, September, 30, 1986 and October 25, 1988, respectively; and

WHEREAS, SERDS ceased operations on July 20, 1990, and the California Integrated Waste Management Board certified the Closure of SERDS on January 19, 2000; and

1 WHEREAS, SERDS ongoing post-closure maintenance is required by California
2 Code of Regulations Title 27, oversight of which is conducted by various regulatory
3 agencies; and

4 WHEREAS, the County and the Cities desire to amend and supersede the 1988
5 JPA, to reflect the current post-closure status of SERDS and to establish and allocate
6 the proportionate respective shares of the cost of post-closure maintenance among
7 each of the Cities and the County; and

8 WHEREAS, each of the Cities' respective governing bodies previously has
9 adopted by Resolution, and pursuant thereto has executed, the Amended JPA which
10 shall become effective upon full execution by all parties; and

11 WHEREAS, the Cities and the County agree to continue to fund post-closure
12 maintenance of SERDS by means of the existing Southeast Regional solid waste
13 surcharge, in the amount of \$3.50 per ton of solid waste generated within the Southeast
14 Regional Area, as reflected in Attachment "A" of the Amended JPA, and by
15 supplemental funding from each jurisdiction as provided in Attachment "B" of the
16 Amended JPA and as approved annually by the Southeast Regional Solid Waste
17 Commission.

18 NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of
19 Fowlr hereby adopts the Amended JPA, which supersedes all prior amendments
20 relating to the subject matter hereof; and

21 BE IT FURTHER RESOLVED that the Mayor is hereby authorized and
22 empowered to execute said Amended JPA, which shall become effective upon such
23 execution.

24 ///

25 ///

26 ///

27 ///

28 ///

1 THE FOREGOING was passed and adopted by the following vote of the City
2 Council of the City of Fowler this _____ day of _____ 2018, to wit:

3 AYES:

4 NOES:

5 ABSENT:

6 ABSTAINED:

7

8

BY _____
David Cardenas, Mayor
City of Fowler

9

10

11 **ATTEST:**
Jeannie Davis
12 City Clerk of the City of Fowler
County of Fresno, State of California

13

14 BY _____
Jeannie Davis

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1 **AMENDED JOINT POWERS AGREEMENT BETWEEN THE COUNTY OF FRESNO AND**
2 **THE CITIES OF SANGER, REEDLEY, SELMA, ORANGE COVE, KINGSBURG, FOWLER,**
3 **AND PARLIER**

4
5 This Amended Joint Powers Agreement (“Agreement”) is made and entered into this
6 _____ day of _____, 2018, by and between the COUNTY OF FRESNO, a political
7 subdivision of the State of California, hereinafter sometimes referred to as “COUNTY”, and the
8 cities of SANGER, REEDLEY, SELMA, ORANGE COVE, KINGSBURG, FOWLER, and
9 PARLIER, all municipal corporations within the COUNTY, hereinafter sometimes referred to as
10 “CITIES.”

11 **WITNESSETH:**

12 WHEREAS, the parties have heretofore entered into a Joint Powers Agreement
13 (“Original JPA”) dated May 18, 1970, for the operation of the Southeast Regional Disposal Site
14 (hereinafter referred to as “SER”), as therein provided; and

15 WHEREAS, the SER ceased operations on July 20, 1990; and

16 WHEREAS, the California Integrated Waste Management Board certified the Closure of
17 SER on January 19, 2000; and

18 WHEREAS, ongoing post-closure maintenance is required by California Code of
19 Regulations Title 27 and various regulatory agencies; and

20 WHEREAS, the parties previously amended and superseded said Original JPA in its
21 entirety by Amended JPAs dated February 7, 1978, April 24, 1984, September 30, 1986 and
22 October 25, 1988, respectively; and

23 WHEREAS, the parties now desire to amend and supersede the most recently
24 amended version of the JPA dated October 25, 1988.

25 NOW, THEREFORE, the parties hereto agree as follows:

26 **Article I. NATURE AND AUTHORITY FOR AGREEMENT**

27 Each of the parties to this Agreement is a public agency within the meaning of section
28 6500 of the Government Code of the State of California and the parties have in common the

1 legal power to acquire, develop, maintain, operate, dispose of and replace a solid waste
2 disposal site, and any related solid waste processing facilities including the transfer station. In
3 addition, the California Solid Waste Management and Resource Recovery Act of 1972, and the
4 Integrated Waste Management Act of 1989, each have been enacted with the intent and
5 purpose that local agencies develop a solid waste management master plan for each county
6 including not less than a majority of the cities therein. It is in the public interest that the parties
7 hereto jointly manage the SER in accordance with all applicable laws and regulations and the
8 provisions of the County's Integrated Waste Management Plan. The parties hereto have
9 entered into this Agreement, as well as the Original JPA and all prior amendments thereto,
10 pursuant to the joint operation of powers provisions of said Section 6500, et seq. of the
11 Government Code of the State of California.

12 **Article II. PURPOSE**

13 The parties agree to fund the Post Closure maintenance of SER by means of an
14 existing solid waste surcharge in the amount of \$3.50 per ton of solid waste generated within
15 the Southeast Regional Area as indicated on Attachment "A" and by supplemental funding
16 from each jurisdiction, as approved annually by the Commission that is identified in Article IV of
17 this Agreement.

18 **Article III. ADMINISTERING AGENCY**

19 The COUNTY, by and through its Board of Supervisors and regular COUNTY
20 departments, shall be the agency which administers this Agreement. In pursuance thereof, it
21 shall possess the common power specified in this Agreement to contract services and acquire
22 equipment needed to effect the ongoing post-closure maintenance of SER.

23 **Article IV. COMMISSION**

24 There shall be a Commission to be known as the Southeast Regional Solid Waste
25 Commission. It shall consist of nine persons selected as follows: two members of the Board
26 of Supervisors, and one Councilperson to be appointed from each of the Cities of Sanger,
27 Reedley, Selma, Orange Cove, Kingsburg, Fowler, and Parlier. Each appointment may
28 include an alternate member designated to serve in the absence of the principal appointee. An

1 alternate member may be an employee of the appointing agency. The Commission shall
2 select a chairperson and vice-chairperson, each from a different agency, establish times for
3 regular meetings, hold special meetings at the call of the chairperson or any four members,
4 and shall conduct its proceedings according to Robert's Rules of Order as last revised. The
5 vice-chairperson shall act in the absence of the chairperson. To constitute a quorum, there
6 shall be no less than five members at a meeting. The passage of any motion shall require at
7 least five affirmative votes. The County's Solid Waste Coordinator, as identified in the Fresno
8 County Integrated Waste Management Plan, shall serve as Secretary of the Commission.

9 **Article V. COMMISSION POWERS**

10 The Commission shall have the power to make decisions that shall be binding on the
11 administering agency and the parties hereto, subject to all limitations of law, on the following
12 matters:

13 A. Acquisition or lease of real or personal property to be used for waste
14 processing, disposal, or the sale thereof. Such property shall be held in the name of the
15 COUNTY for the benefit of the member agencies. The execution of this Agreement
16 does not establish or convey any right or interest in any existing solid waste facilities or
17 property presently owned by any party hereto.

18 B. Establishment of fees to be charged for the use of any waste processing
19 or disposal facilities administered under this JPA.

20 C. Establishment of methods for resource recovery and the sale of products
21 derived therefrom.

22 D. Establishment of methods of capital financing of waste processing or
23 disposal facilities including contracting with a member agency for use of financing
24 powers of such agency.

25 E. Determination as to whether grants shall be sought for a solid waste
26 management project and approval of conditions, if any, for grant acceptance.

27 F. Determination as to whether a waste processing facility shall be operated
28 by a public or private entity and the establishment or approval of the terms and method

1 of operation.

2 G. Approval of contracts with public or private entities, including member
3 agencies, for the ownership, financing, design, construction, operation, utilization, or
4 acquisition of waste processing or disposal facilities including waste-to-energy facilities
5 or transfer stations.

6 H. Restriction of any member agency from the operation of any waste
7 processing or disposal facility to be acquired or developed after the effective date of this
8 Agreement.

9 **Article VI. CONTRIBUTIONS OF PARTIES**

10 A. Each of the parties has agreed that its proportionate share of the cost for
11 the ongoing post-closure maintenance of SER shall be and is hereby set, based on a
12 blended calculation of ownership and population, as follows: County of Fresno, 45.3%;
13 City of Sanger, 13.8%; City Reedley, 12.0%; City of Selma, 11.8%; City of Orange
14 Cove, 4.7%; City of Kingsburg, 5.1%; City of Fowler, 3.0%; and City of Parlier, 4.4%.

15 B. In January of each year, the Commission shall review the status and
16 forecast of the SER operational funds. If the operational funding provided by the solid
17 waste surcharge revenues of \$3.50 per ton is deemed insufficient by the Commission to
18 fund the Post Closure maintenance of SER for the following Fiscal Year, the
19 Commission shall direct the COUNTY to invoice each member agency based on their
20 proportionate share of the total funds needed to ensure that the operational funding
21 levels remain at a minimal but positive cash reserve level.

22 C. SER shall be deemed to be equitably owned by the parties in proportion to
23 their initial ownership contributions as follows: County of Fresno, 51%; City of Sanger,
24 13.3%; City Reedley, 10.7%; City of Selma, 10.4%; City of Orange Cove, 4.8%; City of
25 Kingsburg, 4.3%; City of Fowler, 3.1%; and City of Parlier, 2.4%.

26 **Article VII. MAINTENANCE OF SER**

27 It is agreed that the COUNTY is authorized to and shall make all arrangements for the
28 ongoing post-closure maintenance of SER either by Day Labor or Contract, and shall report to

1 the Commission at least annually regarding the cost incurred therefor. The COUNTY also
2 shall arrange for the planning and installation of any necessary physical features for SER such
3 as, but not limited to, landscaping, fencing, water supply, and access roads, either by Day
4 Labor or Contract, and subject to prior Commission approval.

5 **Article VIII. FUNDS**

6 All funds received from the parties pursuant to any provisions of this Agreement or from
7 the solid waste surcharge shall be deposited with the COUNTY Auditor-Controller/Treasurer in
8 the SER Enterprise Fund No. 0720, Subclass 15000, for the purpose of funding post-closure
9 maintenance at SER as required by applicable laws and regulations, and such other post-
10 closure activities as may be authorized by the Commission.

11 **Article IX. INDEMNITY AND INSURANCE**

12 Notwithstanding anything else to the contrary herein, the Commission shall indemnify,
13 save harmless and defend all parties and their officers, agents, and employees from any and
14 all claims for money or damages arising from personal injury or property damage, or public
15 officials' errors and omissions, or any combination thereof in the performance of this
16 Agreement. The COUNTY, as administering agency, shall procure and maintain insurance to
17 this end in an amount and coverage equal to that maintained by COUNTY for its own
18 purposes. The insurance shall name the parties, and their respective officers, agents, and
19 employees as additional insureds. The cost of such insurance shall be an obligation of the
20 Enterprise Fund. In the event funds in the Enterprise Fund are insufficient, the COUNTY may
21 annually charge all parties their pro rata share of all or a portion of the cost of such coverage,
22 including the cost of funding a self-insured retention fund using the same percentage as
23 described in Article VI herein. Such insurance shall be primary, covering all parties jointly and
24 severally, subject to the limits and all provisions, conditions, and exclusions contained within
25 COUNTY's Certificate of Insurance and all related forms and policy documents governing such
26 coverage, and there shall be no right to pro rata indemnification from the parties under the
27 Joint Powers Provisions of the California Tort Claims Act. COUNTY expressly limits its liability
28 to the other parties hereto to the extent of insurance afforded by the policies aforesaid and

1 save except for such coverage, expressly disclaims any other indemnity or general liability
2 protection.

3 **Article X. DURATION OF AGREEMENT AND AMENDMENT**

4 This Agreement shall continue until terminated in accordance with this Article. This
5 Agreement shall be terminated at the written request of or withdrawal by the governing body of
6 at least five members hereto and the COUNTY. It may be amended at any time, including the
7 addition of new parties, by the unanimous consent of the governing bodies of all parties hereto.
8 Upon termination of this Agreement, all obligations shall be disbursed to the parties hereto in
9 proportion to their contribution.

10 **Article XI. SUPERSEDING AGREEMENT**

11 This Agreement, upon its execution by all of the parties hereto, shall supersede in its
12 entirety the Original JPA dated May 18, 1970, the Amended JPA dated February 7, 1978, the
13 Amended JPA dated April 24, 1984, the Amended JPA dated September 30, 1986, and the
14 Amended JPA dated October 25, 1988 referred to above, and any other amendments thereto.
15 Ownership, contributions, and other rights of all parties under the superseded JPA as
16 previously amended remain in full force and effect, except as herein modified by this
17 Agreement.

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1 IN WITNESS WHEREOF, the parties hereto pursuant to the resolutions of their
2 respective governing boards have caused this Amended Joint Powers Agreement to be
3 executed as of the day and year first hereinabove written.

4
5 **COUNTY OF FRESNO**

6
7 _____
8 Sal Quintero, Chairman of the Board of
9 Supervisors of the County of Fresno

10
11 **ATTEST:**

12 Bernice E. Seidel
13 Clerk of the Board of Supervisors
14 County of Fresno, State of California

15
16 By: _____
17 Deputy

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28 **Amended JPA/SER**

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SOUTHEAST REGIONAL MEMBER AGENCY:

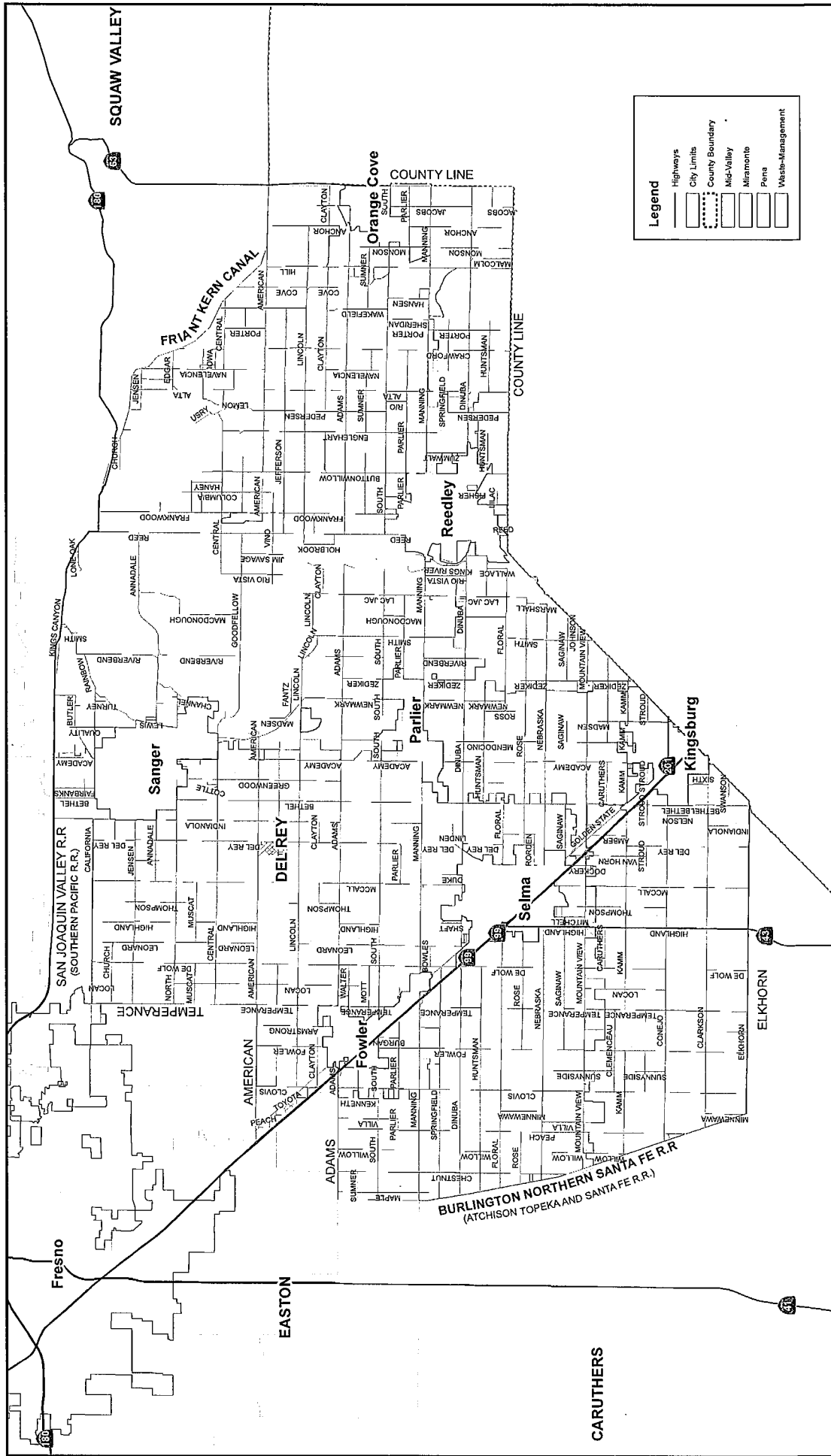
CITY OF FOWLER

By: _____

ATTEST:

City Clerk

Amended JPA/SER



Legend

- Highways
- City Limits
- County Boundary
- Mid-Valley
- Miramonte
- Pena
- Waste-Management

PROPORTIONATE SHARE OF COSTS

Post-Closure Maintenance of Southeast Regional Disposal Site

Blended Method ¹ (Ownership & 1988 JPA)	% Share
County of Fresno	45.3%
Fowler	3.0%
Kingsburg	5.1%
Orange Cove	4.7%
Parlier	4.4%
Reedley	12.0%
Sanger	13.8%
Selma	11.8%
Total	100.0%

Notes:

1. Southeast Regional Solid Waste Commission Members requested that the County develop a "blended" cost table that takes into account a portion of the landfill ownership during the June 27, 2016 meeting. A "blended method" was created, based on ownership data from both the original (1970) and 1988 JPAs, to provide supplemental funding of post-closure maintenance activities at Southeast Regional Disposal Site. This blended method was adopted by the Commission on January 23, 2017.

RESOLUTION NO. 2416

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FOWLER, COUNTY OF FRESNO, STATE OF CALIFORNIA, ADOPTING RULES OF CONDUCT FOR CITY EMPLOYEES

WHEREAS, all employees of the City of Fowler are hired AT WILL. This means the City has the right to terminate employment for any reason or no reason at all; and

WHEREAS, the City of Fowler does not currently have a written policy enumerating rules of conduct for employees, relying instead on customary expectations; and

WHEREAS, the City Council wishes to adopt "Rules of Conduct for City Employees"; and

WHEREAS, the Rules of Conduct will set forth the City's expectations of its employees and serve as a guide to imposing disciplinary action, but in no way is intended to change the City's long standing policy and practice of treating all employees AT WILL.

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

1. The Council adopts the Rules of Conduct for City Employees set forth in **Attachment 1.**
2. The Rules of Conduct are not intended to supersede other City policies covering the same subject, but shall be read in harmony with other City policies.
3. No employee shall be terminated or disciplined for an unlawful reason.

The foregoing Resolution No. 2416 was passed and adopted by the Fowler City Council on December 11, 2018, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

David Cardenas, Mayor

ATTEST:

Jeannie Davis, City Clerk

ATTACHMENT 1

RULES OF CONDUCT FOR CITY EMPLOYEES

1. Purpose. These Rules of Conduct outline our expectations regarding employee behavior towards their colleagues, supervisors, and the City of Fowler as a whole. Employees are expected to follow these Rules of Conduct, and are further expected to take reasonable care in avoiding conduct that is offensive, disruptive, or that causes a workplace dispute. Employees are expected to behave with such conduct that would foster a respectful and collaborative environment.

2. Status of Employee. All employees of the City of Fowler are hired as AT WILL employees. This means that the City may terminate any employee for any reason, with or without cause. All employees may be subject to discipline at the discretion of the City Manager or designated supervisor.

3. Zero-Tolerance Harassment Policy. The City of Fowler will not tolerate any sort of harassing or discriminatory conduct by any employee to another employee for any reason. Should the City find an employee is the perpetrator of workplace bullying or any form of harassment or discrimination, that employee may be subject to a disciplinary action, including but not limited to, immediate termination.

4. Rules of Employee Conduct.

a. Employees shall conduct themselves in a respectful and collaborative manner to their colleagues, customers, and community.

b. Employees shall act with integrity and the utmost professionalism in executing their duties with the City of Fowler.

c. Employees shall maintain proper hygiene and dress appropriately for the work he or she is required to perform.

d. Employees shall act in compliance with all local, state and federal laws in their employment with the City of Fowler.

e. Employees shall not indulge in intoxicating beverages, or in narcotics, or habit forming drugs while on duty.

f. Employees shall not be under the influence of intoxicating beverages, or in narcotics, or habit forming drugs while on duty.

g. All employees shall demonstrate sufficient competence or ability to effectively and/or efficiently perform the duties and responsibilities of their position.

- h. Where necessary, employees shall meet or maintain the licensing, certification or registration requirements of their position.
- i. Employees are expected to strictly adhere to their scheduled work times.
- j. It is expected that employees' time management is such that his or her productivity or the efficiency or effectiveness of the department or work unit is not impeded.
- k. Employees shall refrain from disruptive or inappropriate language and/or behavior within the workplace.
- l. Employees shall act in such a way to prevent physical harm or injury or the threat of physical harm or injury in the execution of his or her duties.
- m. Employees are expected to adhere to instructions and to cooperate and obey any reasonable direction from a supervisor.
- n. Employees are expected to refrain from the acceptance of a fee, gift, or other item that is given in hope of receiving a favor or preferred treatment, or that is given after receipt of a favor or preferred treatment.
- o. Employees are to refrain from such conduct, both on or off duty that would result in a criminal offense of such nature that it causes discredit to the City of Fowler.
- p. Employees are strictly prohibited from intentionally falsifying documents, reports or statements. Employees are to act with honesty and integrity, and shall not conceal the truth from, mislead, or deceive his or her supervisor.
- q. Employees shall act reasonably in the execution of their duties so as to prevent damage to public property or waste of public resources.
- r. Employees are always expected to report for duty unless they have received prior approval for an anticipated absence.
- s. All employees must be open for communication with their colleagues, supervisors, or community they serve within their respective positions.
- t. Employees are expected to avoid personal, financial, or other interests that might hinder their ability or willingness to perform their job duties.
- u. Employees are expected to be familiar with all safety procedures related to their position, and act in such a manner that upholds the safety of themselves and others, and prevents the creation of unsafe conditions.
- v. Employees are expected to properly report all accidents or incidents, which occurred on the job, including moving violations or parking tickets.

w. Employees are to take care not to damage or destroy any property that belongs to the City of Fowler or any employee of the City of Fowler in the execution of their employment duties.

x. Employees are not to steal, misappropriate or make an unauthorized use of public or private property, misappropriated funds, or use City of Fowler resources for personal gain.

y. Employees are to refrain from using or attempting to use political influence with the City Council in securing employment advantage, or relief from disciplinary action.

z. Supervisors are expected to act with due diligence to protect City of Fowler from negligent hiring or negligent retention.

5. Disciplinary Action. In the event an employee fails to act in accordance with these Rules of Conduct, and the employee is not released from employment under the City's AT WILL employment policy, the employee shall be subject to disciplinary action at the discretion of the City Manager or designated supervisor. All types of disciplinary actions listed in this section are available. The types of disciplinary action are listed in the general order of progressive discipline, but need not be followed in that order. This Section should in no way be construed to constitute a change in employee status from AT WILL.

a. A written warning of unsatisfactory behavior or performance.

b. Suspension without pay. In accordance with the FLSA, exempt employees shall be suspended for periods of not less than one (1) full workday. No employee shall be placed on suspension for longer than the number of regularly scheduled hours they would normally work the course of thirty (30) calendar days.

c. Transfer or demotion to a vacant position. A disciplinary demotion shall include a pay reduction. The pay reduction shall not cause the employee's pay rate to fall below the minimum of the pay grade for the position into which the demotion is made.

d. Dismissal.

6. Public Safety Employees. The California Public Safety Officers Procedural Bill of Rights Act and the Firefighters Procedural Bill of Rights Act shall be applicable to those employees governed by those acts.

RESOLUTION NO. 2417

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FOWLER APPROVING A WHISTLEBLOWER POLICY

WHEREAS, the City of Fowler strives to conduct all of its activities in a responsible, legal, and accountable manner; and

WHEREAS, in furtherance of these goals, the City Council wishes to adopt a policy encouraging all employees of the City of Fowler; and any elected officials, commissioners, citizens, contractors or any others to report activities that may be fraudulent, unethical, dangerous to City employees or the public, or conducted in violation of the law, and to ensure that anyone who reports such activities under this policy will be protected from retaliation; and

WHEREAS, this policy shall be supplemental to the provisions of California Labor Code section 1102.5.

NOW, THEREFORE, BE IT RESOLVED THAT the City Council of the City of Fowler hereby adopts the City of Fowler Whistleblower Policy attached hereto as **Exhibit A**.

* * * * *

The foregoing Resolution No. 2417 was passed and adopted by the Fowler City Council on December 11, 2018, by the following vote:

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

David Cardenas, Mayor

ATTEST:

Jeannie Davis, City Clerk

Exhibit A

CITY OF FOWLER WHISTLEBLOWER POLICY*

The City of Fowler strives to conduct all its activities in a responsible, legal and accountable manner. In furtherance of this goal, all City of Fowler employees are encouraged to report either orally or in writing to their immediate supervisor, or alternate line of authority as hereafter described, all information of activity by a City of Fowler department or employee that may constitute:

- A violation of federal or state law or city ordinance
- Financial fraud
- Substantial or specific danger to the employee's or public's health and safety
- Unethical business conduct and practices

Any City of Fowler employee who, in good faith, reports such incidents as described above will be protected from threats or retaliation, discharge, or other types of discrimination, including but not limited to, compensation or terms and conditions of employment that are directly related to the disclosure of such reports. In addition, no employee may be adversely affected because the employee refused to carry out a directive, which in fact, constitutes fraud or is a violation of federal or state law.

Insofar as possible, the identity of the whistleblower will remain confidential. However, the City of Fowler reserves the right to disclose the identity of the whistleblower if, in the City of Fowler's absolute discretion, the identity may have to be disclosed to conduct a thorough investigation, to comply with applicable laws and/or to provide accused individuals their legal rights of defense.

Any employee who wants to report information of alleged improper activity or unlawful activity as described above should contact his or her immediate supervisor, or the supervisor's manager. If the employee is uncomfortable for any reason addressing such concerns to their supervisor or the manager of such supervisor, the employee may contact the City Manager or City Attorney. The contact information is provided below. Employees are encouraged to provide as much specific information as possible including names, dates, places, and events that took place, the employee's perception of why the incident(s) may be a violation, and what action the employee recommends be taken. Employees will

receive a reply to their report within twenty (20) business days or as soon as practicable thereafter.

Elected officials, commissioners, citizens, contractors or any others are also encouraged to report such alleged improper activity or unlawful activity in accordance with this Policy.

Contacts:

City Manager
City of Fowler
128 S. 5th Street
Fowler, CA 93625
(559) 834-3113, Ext. 101.

City Attorney
City of Fowler
Lozano Smith
7404 N. Spalding Avenue
Fresno, CA 93720
(559) 431-5600

*This Policy shall be supplemental to the provisions of CA Labor Code § 1102.5 (see attached sample posting).

CALIFORNIA LABOR CODE SECTION 1102.5 POSTING

(The Division of Labor Standards Enforcement believes that this sample posting meets the requirements of Labor Code Section 1102.8(a). This text must be prominently displayed in lettering larger than size 14 point type.)

WHISTLEBLOWERS ARE PROTECTED

It is the public policy of the State of California to encourage employees to notify an appropriate government or law enforcement agency, person with authority over the employee, or another employee with authority to investigate, discover, or correct the violation or noncompliance, and to provide information to and testify before a public body conducting an investigation, hearing or inquiry, when they have reason to believe their employer is violating a state or federal statute, or violating or not complying with a local, state or federal rule or regulation.

Who is protected?

Pursuant to California Labor Code Section 1102.5, employees are the protected class of individuals. "Employee" means any person employed by an employer, private or public, including, but not limited to, individuals employed by the state or any subdivision thereof, any county, city, city and county, including any charter city or county, and any school district, community college district, municipal or public corporation, political subdivision, or the University of California.

[California Labor Code Section 1106]

What is a whistleblower?

A "whistleblower" is an employee who discloses information to a government or law enforcement agency, person with authority over the employee, or to another employee with authority to investigate, discover, or correct the violation or noncompliance, or who provides information to or testifies before a public body conducting an investigation, hearing or inquiry, where the employee has reasonable cause to believe that the information discloses:

1. A violation of a state or federal statute;
2. A violation or noncompliance with a local, state or federal rule or regulation;
or
3. With reference to employee safety or health, unsafe working conditions or work practices in the employee's employment or place of employment.

A whistleblower can also be an employee who refuses to participate in an activity that would result in a violation of a state or federal statute, or a violation of or noncompliance with a local, state or federal rule or regulation.

What protections are afforded to whistleblowers?

1. An employer may not make, adopt, or enforce any rule, regulation, or policy preventing an employee from being a whistleblower.
2. An employer may not retaliate against an employee who is a whistleblower.
3. An employer may not retaliate against an employee for refusing to participate in an activity that would result in a violation of a state or federal statute, or a violation or noncompliance with a state or federal rule or regulation.
4. An employer may not retaliate against an employee for having exercised his or her rights as a whistleblower in any former employment.

Under California Labor Code Section 1102.5, if an employer retaliates against a whistleblower, the employer may be required to reinstate the employee's employment and work benefits, pay lost wages, and take other steps necessary to comply with the law.

How to report improper acts.

If you have information regarding possible violations of state or federal statutes, rules, or regulations, or violations of fiduciary responsibility by a corporation or limited liability company to its shareholders, investors, or employees, **call the California State Attorney General's Whistleblower Hotline at 1-800-952-5225**. The Attorney General will refer your call to the appropriate government authority for review and possible investigation.



ITEM 13A

Consolidated Mosquito Abatement District

13151 E. INDUSTRIAL DR
MAIL: P.O. BOX 784
PARLIER, CALIFORNIA 93648
(559) 896-1085
www.mosquitobuzz.net

November 7, 2018

Jeannie Davis, City Manager
City of Fowler
128 South Fifth St.
Fowler, CA 93625

Dear Ms. Davis:

The current, appointed term of Mr. David Cardenas as the trustee from the City of Fowler on the Consolidated Mosquito Abatement District Board of Trustees will expire December 31, 2018. The City Council is responsible for appointing a trustee to represent the City of Fowler as a member on the District's Board.

The California Health and Safety Code §§ 2022 and 2024 describe the qualifications and terms of office for board members: Each person appointed by a city council to be a member of a board of trustees shall be a voter in that city and a resident of that portion of the city that is within the district. It is the intent of the Legislature that persons appointed to boards of trustees have experience, training and education in fields that will assist in the governance of the district. The trustees shall represent the interests of the public as a whole and not solely the interest of the board of supervisors or the city council that appointed them. The term of office for a member of the board of trustees shall be for a term of two or four years, at the discretion of the appointing authority. Terms of office commence at noon on the first Monday in January.

Regular meetings of the Board of Trustees of the Consolidated Mosquito Abatement District are held on the third Monday of each month at 1:00 pm.

Mr. Cardenas is currently on the Budget Committee and the Building Committee, and he has not missed a Board meeting in the last year. Mr. Cardenas has expressed his willingness to continue to represent the City of Fowler and to serve another term as a trustee.

The District's Board of Trustees respectfully requests a certified copy of the City Council's action on this matter.

Sincerely,

A handwritten signature in black ink that reads "Steve Mulligan".

Steve Mulligan
District Manager

cc: David Cardenas