

**FOWLER CITY COUNCIL MEETING  
AGENDA  
JANUARY 15, 2019  
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](http://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.)
6. Presentations:
  - ◆ Color Run-Fowler High School Punjabi Club – Anika Arya
  - ◆ Heart of the Horse Therapy Ranch – Lea Steele
7. Commendations:

Sergeant Joe Miranda, Officer Michael Allison, and Officer Fong Yang

*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.*

8. Communications
9. Staff Reports
  - A) City Manager's Report
  - B) Public Works Report
  - C) Finance Department Report
  - D) Police Department Report
  - E) Fire Department Report
10. City Attorney's Report
11. 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 – January 15, 2019
  - B) Approve Minutes of the City Council Meeting – December 11, 2018
  - C) Approve Mayoral Proclamation “ A National Day of Racial Healing”
  - D) Approve Public Health Advocates and Kounkuey Design Initiative Agreement for Technical Assistance Services with City of Fowler – Public Health Advocates / Kounkuey Design Initiative
  - E) Adoption of Resolution No. 2418, “A Resolution of the City Council of the City of Fowler Authorizing the City Manager to Execute Agreements with the California Department of Tax and Fee Administration for Implementation of a Local Transactions and Use Tax”
  - F) Adoption of Resolution No. 2419, “ A Resolution Authorizing the Examination of Transactions (Sales) and Use Tax Records”
  - G) Adoption or Resolution No. 2420, “A Resolution of the City Council of the City of Fowler Approving Development and Planning Fees for 2019”

12. Committee Assignments

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

Mayor Cardenas

Reappoint: Henry Fernandez and Juan Mejia  
to another term on the Planning Commission

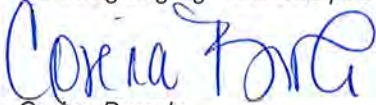
Mayor Pro-Tem Hammer  
Councilmember Kazarian  
Councilmember Parra  
Councilmember Rodriguez

14. Adjournment

Next Ordinance No. 2019-01

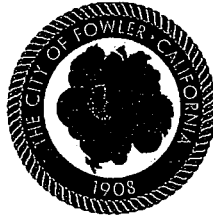
Next Resolution No. 2421

*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, January 11, 2019.*



Corina Burrola  
Deputy City Clerk

RECEIVED DEC 13 2018



#6

CITY OF FOWLER  
AGENDA REQUEST FORM

Check one:

- Please place the following item on the next regular agenda for discussion:
- I would like to report on the following subject:

The Indian club of FHS would like to host Fowler's very first color run in March 2019. It will perfectly coordinate with the Indian color festival "Holi" We would like to finish the evening with Bollywood night

Requested by:

Anika Arya  
Name

12/3/18  
Date

Punjabi club of FHS  
Organization

\_\_\_\_\_  
Phone number

701 E Main st  
Address

\_\_\_\_\_  
Fax number

Reports/attachments to be included: Yes \_\_\_\_\_ No

**Please note:** A request to be placed on the City Council agenda must be received no later than 12:00 noon on the Wednesday preceding the Council meeting. The City Council meets on the first and third Tuesdays of the month at 7:00 p. m.

CITY OF FOWLER  
 WARRANTS LIST  
 January 15, 2019

<u>ACCOUNTS PAYABLE CHECKS</u>	<u>CHECK NUMBERS</u>	<u>CHECK DATES</u>	<u>AMOUNT</u>
Regular checks	34584-34706	Dec 7 thru Jan 11	\$ 254,511.94
<b>TOTAL ACCOUNTS PAYABLE CHECKS</b>			<b>\$ 254,511.94</b>
<u>PAYROLL COSTS</u>			
First December Bi-Monthly Payroll		December 15, 2018	80,837.70
Second December Bi-Monthly Payroll		December 31, 2018	80,359.16
<b>TOTAL PAYROLL COSTS</b>			<b>\$ 161,196.86</b>
<b>TOTAL CASH DISBURSEMENTS</b>			<b>\$ 415,708.80</b>

**NOTE:** Check #34647 Void check carry over to check #34648

SUPERTON  
 DATE: 01/11/2019  
 TIME: 13:47:37

CITY OF FOWLER  
 CHECK REGISTER - BY FUND

SELECTION CRITERIA: transact.check\_no between '34584' and '34706'  
 ACCOUNTING PERIOD: 7/19

FUND - 100 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DEPT	ACCNT	DESCRIPTION	SALES TAX	AMOUNT
1001	34584	12/07/18	14049	FREEMWAY TOYOTA OF H	6120	5720	TOYOTA CMRY PATRL U	0.00	33,018.80
1001	34585	12/13/18	10064	COLONIAL LIFE INSUR	100	2044	EMPLOYEE DEDUCTION	0.00	292.92
1001	34585	12/13/18	10064	COLONIAL LIFE INSUR	100	2042	EMPLOYEE DEDUCTION	0.00	120.54
	TOTAL CHECK							0.00	413.46
1001	34586	12/13/18	10104	FPOA	100	2045	EMPLOYEE DEDUCTION	0.00	1,000.00
1001	34587	12/13/18	10149	ICMA-RC 457 PLAN 3	100	2043	EMPLOYEE DEDUCTION	0.00	2,360.00
1001	34588	12/13/18	13496	KEENAN & ASSOCIATES	6150	5080	EMPLOYEE BENEFITS	0.00	282.87
1001	34588	12/13/18	13496	KEENAN & ASSOCIATES	6120	5080	EMPLOYEE BENEFITS	0.00	9,796.22
1001	34588	12/13/18	13496	KEENAN & ASSOCIATES	6200	5080	EMPLOYEE BENEFITS	0.00	4,491.29
1001	34588	12/13/18	13496	KEENAN & ASSOCIATES	100	2041	EMPLOYEE BENEFITS	0.00	1,870.75
1001	34588	12/13/18	13496	KEENAN & ASSOCIATES	6020	5080	EMPLOYEE BENEFITS	0.00	691.16
1001	34588	12/13/18	13496	KEENAN & ASSOCIATES	6700	5080	EMPLOYEE BENEFITS	0.00	583.25
1001	34588	12/13/18	13496	KEENAN & ASSOCIATES	6400	5080	EMPLOYEE BENEFITS	0.00	583.25
1001	34588	12/13/18	13496	KEENAN & ASSOCIATES	6030	5080	EMPLOYEE BENEFITS	0.00	408.28
1001	34588	12/13/18	13496	KEENAN & ASSOCIATES	6025	5080	EMPLOYEE BENEFITS	0.00	311.16
	TOTAL CHECK							0.00	19,018.23
1001	34589	12/13/18	13647	SUN LIFE FINANCIAL	6030	5080	EMPLOYEE BENEFITS	0.00	105.74
1001	34589	12/13/18	13647	SUN LIFE FINANCIAL	6020	5080	EMPLOYEE BENEFITS	0.00	73.31
1001	34589	12/13/18	13647	SUN LIFE FINANCIAL	6200	5080	EMPLOYEE BENEFITS	0.00	464.52
1001	34589	12/13/18	13647	SUN LIFE FINANCIAL	6120	5080	EMPLOYEE BENEFITS	0.00	802.92
1001	34589	12/13/18	13647	SUN LIFE FINANCIAL	100	2046	EMPLOYEE BENEFITS	0.00	1,155.23
1001	34589	12/13/18	13647	SUN LIFE FINANCIAL	6160	5080	EMPLOYEE BENEFITS	0.00	66.36
1001	34589	12/13/18	13647	SUN LIFE FINANCIAL	6150	5080	EMPLOYEE BENEFITS	0.00	66.36
1001	34589	12/13/18	13647	SUN LIFE FINANCIAL	6700	5080	EMPLOYEE BENEFITS	0.00	33.18
1001	34589	12/13/18	13647	SUN LIFE FINANCIAL	6400	5080	EMPLOYEE BENEFITS	0.00	33.18
	TOTAL CHECK							0.00	2,800.80
1001	34590	12/13/18	11335	VISION SERVICE PLAN	6200	5080	EMPLOYEE BENEFITS	0.00	98.45
1001	34590	12/13/18	11335	VISION SERVICE PLAN	100	2048	EMPLOYEE BENEFITS	0.00	224.30
1001	34590	12/13/18	11335	VISION SERVICE PLAN	6120	5080	EMPLOYEE BENEFITS	0.00	236.29
1001	34590	12/13/18	11335	VISION SERVICE PLAN	6400	5080	EMPLOYEE BENEFITS	0.00	9.85
1001	34590	12/13/18	11335	VISION SERVICE PLAN	6700	5080	EMPLOYEE BENEFITS	0.00	9.85
1001	34590	12/13/18	11335	VISION SERVICE PLAN	6025	5080	EMPLOYEE BENEFITS	0.00	10.83
1001	34590	12/13/18	11335	VISION SERVICE PLAN	6160	5080	EMPLOYEE BENEFITS	0.00	19.70
1001	34590	12/13/18	11335	VISION SERVICE PLAN	6160	5080	EMPLOYEE BENEFITS	0.00	20.68
1001	34590	12/13/18	11335	VISION SERVICE PLAN	6020	5080	EMPLOYEE BENEFITS	0.00	23.62
1001	34590	12/13/18	11335	VISION SERVICE PLAN	6030	5080	EMPLOYEE BENEFITS	0.00	653.57
	TOTAL CHECK							0.00	1,000.00
1001	34592	12/28/18	13187	SECOND CHANCE ANIMA	6270	5220	SERVICES	0.00	1,000.00
1001	34594	01/02/19	11689	A & C TIRE SERVICE	6260	5205	SERVICES	0.00	67.50
1001	34595	01/02/19	10995	ADT SECURITY SERVIC	6700	5220	SERVICES	0.00	162.87
1001	34597	01/02/19	14052	AMERIZON	6130	5110	3 PAGERS	0.00	1,191.45
1001	34598	01/02/19	12285	ATT	6120	5220	SERVICES	0.00	501.41

SUPERION  
 DATE: 01/11/2019  
 TIME: 13:47:37

CITY OF FOWLER  
 CHECK REGISTER - BY FUND

PAGE NUMBER: 2  
 ACCTPAZ1

SELECTION CRITERIA: transact.check\_no between '34584' and '34706'  
 ACCOUNTING PERIOD: 7/19

FUND - 100 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DEPT	ACCNT	DESCRIPTION	SALES TAX	AMOUNT
1001	34599	01/02/19	12489	BATTERY SYSTEMS INC	6120	5205	AUTO MAINTENANCE	0.00	124.96
1001	34599	01/02/19	12489	BATTERY SYSTEMS INC	6260	5200	SUPPLIES	0.00	56.12
TOTAL CHECK								0.00	181.08
1001	34600	01/02/19	10026	BCT CONSULTING	6020	5220	SERVICES	0.00	1,350.00
1001	34600	01/02/19	10026	BCT CONSULTING	6030	5230	SERVICES	0.00	150.00
TOTAL CHECK								0.00	1,500.00
1001	34601	01/02/19	12196	BELMONT NURSERY	6260	5190	TREES	0.00	352.31
1001	34601	01/02/19	12196	BELMONT NURSERY	6260	5190	TREES	0.00	535.45
TOTAL CHECK								0.00	887.76
1001	34603	01/02/19	14020	BRYANT L. JOLLEY, C	6030	5220	AUDIT WORK	0.00	3,000.00
1001	34605	01/02/19	11641	BURROLA, CORINA	6150	5260	CALPERS TRAINING	0.00	27.80
1001	34606	01/02/19	11291	THE BUSINESS JOURNA	6150	5220	CUP 17-04 JAG	0.00	230.00
1001	34606	01/02/19	11291	THE BUSINESS JOURNA	6150	5220	CUP 18-01,18-03-18-	0.00	280.00
TOTAL CHECK								0.00	510.00
1001	34607	01/02/19	10045	CASCADE FIRE EQUIPM	6130	5130	TURNOUTS GEAR	0.00	4,346.57
1001	34608	01/02/19	14053	CENTRAL VALLEY GUNS	6120	5110	AMMO	0.00	1,119.96
1001	34608	01/02/19	14053	CENTRAL VALLEY GUNS	6120	5715	PAT RIFLES	0.00	1,946.00
TOTAL CHECK								0.00	3,065.96
1001	34609	01/02/19	11970	CENTRAL VALLEY TOXI	6120	5220	SERVICES	0.00	163.00
1001	34610	01/02/19	13894	COMCAST	6120	5160	SERVICES	0.00	23.91
1001	34611	01/02/19	12654	COMCAST CABLE	6120	5220	SERVICES	0.00	670.90
1001	34612	01/02/19	11163	COOK'S COMMUNICATIO	6120	5715	RETRO FIT TABLET	0.00	4,942.22
1001	34612	01/02/19	11163	COOK'S COMMUNICATIO	6130	5200	SERVICES	0.00	207.27
TOTAL CHECK								0.00	5,149.49
1001	34614	01/02/19	13084	CREEPY CRAWLIES EXT	6700	5220	SERVICES	0.00	190.00
1001	34614	01/02/19	13084	CREEPY CRAWLIES EXT	6020	5220	SERVICES	0.00	180.00
TOTAL CHECK								0.00	370.00
1001	34615	01/02/19	12582	DARLEY	6130	5110	SUPPLIES	0.00	673.42
1001	34616	01/02/19	10588	FAILSAFE TESTING	6130	5200	SERVICES	0.00	454.00
1001	34617	01/02/19	10792	FASTENAL COMPANY	6200	5110	SUPPLIES	0.00	12.74
1001	34617	01/02/19	10792	FASTENAL COMPANY	6260	5110	SUPPLIES	0.00	16.29
TOTAL CHECK								0.00	29.03
1001	34618	01/02/19	12112	FIRE SERVICE SPECIF	6130	5220	SERVICES	0.00	1,556.00
1001	34619	01/02/19	10109	FMAAA	6700	5110	MEALS	0.00	7.82

SUPERION  
 DATE: 01/11/2019  
 TIME: 13:47:37

CITY OF FOWLER  
 CHECK REGISTER - BY FUND

SELECTION CRITERIA: transact.check\_no between '34584' and '34706'  
 ACCOUNTING PERIOD: 7/19

FUND - 100 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DEPT	ACCNT	DESCRIPTION	SALES TAX	AMOUNT
1001	34620	01/02/19	10124	FRESNO COUNTY TREAS	6120	5220	RMS/JMS FEES	0.00	71.06
1001	34620	01/02/19	10124	FRESNO COUNTY TREAS	6120	5271	DISPATCHING SERVICE	0.00	7,415.79
TOTAL CHECK								0.00	7,486.85
1001	34621	01/02/19	12567	FRESNO MOBILE RADIO	6200	5220	SERVICES	0.00	150.00
1001	34623	01/02/19	13451	FRONTIER COMMUNICAT	6120	5160	SERVICES	0.00	89.91
1001	34623	01/02/19	13451	FRONTIER COMMUNICAT	6130	5160	SERVICES	0.00	74.22
TOTAL CHECK								0.00	164.13
1001	34624	01/02/19	11626	GARCIA & SANCHEZ SM	6200	5205	AUTO MAINTENANCE	0.00	432.89
1001	34624	01/02/19	11626	GARCIA & SANCHEZ SM	6200	5205	AUTO MAINTENANCE	0.00	50.00
1001	34624	01/02/19	11626	GARCIA & SANCHEZ SM	6200	5205	AUTO MAINTENANCE	0.00	50.00
1001	34624	01/02/19	11626	GARCIA & SANCHEZ SM	6200	5205	AUTO MAINTENANCE	0.00	50.00
1001	34624	01/02/19	11626	GARCIA & SANCHEZ SM	6200	5205	AUTO MAINTENANCE	0.00	50.00
1001	34624	01/02/19	11626	GARCIA & SANCHEZ SM	6200	5205	AUTO MAINTENANCE	0.00	50.00
1001	34624	01/02/19	11626	GARCIA & SANCHEZ SM	6200	5205	AUTO MAINTENANCE	0.00	50.00
TOTAL CHECK								0.00	782.89
1001	34625	01/02/19	12810	GLOBAL CTI	6020	5220	SERVICES	0.00	58.08
1001	34626	01/02/19	10141	H & H TIRE SERVICES	6120	5205	AUTO MAINTENANCE	0.00	64.86
1001	34628	01/02/19	13127	HEALTHWISE SERVICES	6020	5220	SERVICES	0.00	200.00
1001	34630	01/02/19	10145	HINDERLITER, DELLAM	6030	5220	SALES TAX 4TH QTR	0.00	1,047.42
1001	34631	01/02/19	11018	HOME DEPOT CREDIT S	6200	5110	SUPPLIES	0.00	193.09
1001	34632	01/02/19	12075	IMAGE 2000	6030	5220	SERVICES	0.00	13.87
1001	34633	01/02/19	13956	JACKSON LEWIS P.C.	6020	5220	LEGAL SERVICES	0.00	435.00
1001	34634	01/02/19	10169	JORGENSEN & CO	6130	5200	SERVICES	0.00	172.13
1001	34635	01/02/19	10153	J'S COMMUNICATIONS,	6130	5200	SERVICES	0.00	25.00
1001	34638	01/02/19	14056	KRYSTLE WOODWARD	6030	5300	CALPERS TRAINING	0.00	41.86
1001	34639	01/02/19	14054	LEHMAN LOCK & SAFE	6120	5205	SUPPLIES	0.00	11.88
1001	34641	01/02/19	12411	LEXIPOL LLC	6120	5110	POLICY MANUAL UPDAT	0.00	5,000.00
1001	34642	01/02/19	10819	MID COUNTY FIRE EXT	6130	5200	SERVICES	0.00	727.28
1001	34643	01/02/19	10215	NELSON HARDWARE & G	6260	5110	SUPPLIES	0.00	35.79
1001	34643	01/02/19	10215	NELSON HARDWARE & G	6260	5110	SUPPLIES	0.00	57.62
TOTAL CHECK								0.00	93.41
1001	34644	01/02/19	10885	NELSONS POWER CENTE	6260	5200	SERVICES	0.00	18.43



SUPERION  
 DATE: 01/11/2019  
 TIME: 13:47:37

CITY OF FOWLER  
 CHECK REGISTER - BY FUND

PAGE NUMBER: 4  
 ACCTPA21

SELECTION CRITERIA: transact.check\_no between '34584' and '34706'  
 ACCOUNTING PERIOD: 7/19

FUND - 100 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DEPT	ACCT	DESCRIPTION	SALES TAX	AMOUNT
1001	34644	01/02/19	10885	NELSONS POWER CENTE	6260	5200	SUPPLIES	0.00	21.68
1001	34644	01/02/19	10885	NELSONS POWER CENTE	6260	5200	SERVICES	0.00	28.19
1001	34644	01/02/19	10885	NELSONS POWER CENTE	6260	5200	SUPPLIES	0.00	97.62
1001	34644	01/02/19	10885	NELSONS POWER CENTE	6260	5200	SERVICES	0.00	107.88
1001	34644	01/02/19	10885	NELSONS POWER CENTE	6260	5200	SUPPLIES	0.00	443.49
1001	34644	01/02/19	10885	NELSONS POWER CENTE	6200	5120	1 BLOWER 1 CHAINSAW	0.00	854.65
TOTAL CHECK								0.00	1,571.94
1001	34645	01/02/19	10237	P G & E - SACRAMENT	6200	5170	UTILITIES	0.00	10.27
1001	34648	01/02/19	10249	QUILL	6150	5110	SUPPLIES	0.00	6.10
1001	34648	01/02/19	10249	QUILL	6160	5110	SUPPLIES	0.00	6.10
1001	34648	01/02/19	10249	QUILL	6700	5110	SUPPLIES	0.00	6.11
1001	34648	01/02/19	10249	QUILL	6700	5110	SUPPLIES	0.00	11.52
1001	34648	01/02/19	10249	QUILL	6120	5110	SUPPLIES	0.00	14.99
1001	34648	01/02/19	10249	QUILL	6160	5110	SUPPLIES	0.00	16.81
1001	34648	01/02/19	10249	QUILL	6150	5110	SUPPLIES	0.00	16.81
1001	34648	01/02/19	10249	QUILL	6030	5110	SUPPLIES	0.00	16.81
1001	34648	01/02/19	10249	QUILL	6200	5110	SUPPLIES	0.00	16.81
1001	34648	01/02/19	10249	QUILL	6010	5110	SUPPLIES	0.00	16.82
1001	34648	01/02/19	10249	QUILL	6020	5110	SUPPLIES	0.00	17.27
1001	34648	01/02/19	10249	QUILL	6200	5110	SUPPLIES	0.00	24.43
1001	34648	01/02/19	10249	QUILL	6700	5110	SUPPLIES	0.00	26.61
1001	34648	01/02/19	10249	QUILL	6120	5110	SUPPLIES	0.00	30.50
1001	34648	01/02/19	10249	QUILL	6700	5110	SUPPLIES	0.00	33.62
1001	34648	01/02/19	10249	QUILL	6030	5110	SUPPLIES	0.00	50.20
1001	34648	01/02/19	10249	QUILL	6020	5110	SUPPLIES	0.00	50.44
1001	34648	01/02/19	10249	QUILL	6010	5110	SUPPLIES	0.00	61.00
1001	34648	01/02/19	10249	QUILL	6020	5110	SUPPLIES	0.00	79.72
1001	34648	01/02/19	10249	QUILL	6120	5110	SUPPLIES	0.00	84.06
1001	34648	01/02/19	10249	QUILL	6030	5110	SUPPLIES	0.00	128.46
1001	34648	01/02/19	10249	QUILL	6120	5110	SUPPLIES	0.00	658.59
TOTAL CHECK								0.00	1,373.78
1001	34649	01/02/19	10251	R & R AUTO REPAIR S	6200	5205	AUTO MAINTENANCE	0.00	182.72
1001	34649	01/02/19	10251	R & R AUTO REPAIR S	6120	5205	AUTO MAINTENANCE	0.00	336.12
1001	34649	01/02/19	10251	R & R AUTO REPAIR S	6200	5205	AUTO MAINTENANCE	0.00	524.93
TOTAL CHECK								0.00	1,043.77
1001	34651	01/02/19	10258	RESERVE ACCOUNT	6120	5175	POSTAGE	0.00	300.00
1001	34651	01/02/19	10258	RESERVE ACCOUNT	6020	5175	POSTAGE	0.00	300.00
TOTAL CHECK								0.00	600.00
1001	34652	01/02/19	11195	ROBERT V JENSEN INC	6260	5210	FUEL	0.00	181.53
1001	34652	01/02/19	11195	ROBERT V JENSEN INC	6200	5210	FUEL	0.00	185.77
1001	34652	01/02/19	11195	ROBERT V JENSEN INC	6200	5210	FUEL	0.00	193.96
1001	34652	01/02/19	11195	ROBERT V JENSEN INC	6260	5210	FUEL	0.00	203.74
1001	34652	01/02/19	11195	ROBERT V JENSEN INC	6130	5210	FUEL	0.00	105.55
1001	34652	01/02/19	11195	ROBERT V JENSEN INC	6260	5210	FUEL	0.00	225.08
TOTAL CHECK								0.00	1,095.63
1001	34653	01/02/19	10953	SAFETY NETWORK	6200	5220	SERVICES	0.00	325.00

SUPERION  
 DATE: 01/11/2019  
 TIME: 13:47:37

PAGE NUMBER: 5  
 ACCTPAZ1

CITY OF FOWLER  
 CHECK REGISTER - BY FUND

SELECTION CRITERIA: transact.check\_no between '34584' and '34706'  
 ACCOUNTING PERIOD: 7/19

FUND - 100 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DEPT	ACCT	DESCRIPTION	SALES TAX	AMOUNT
1001	34653	01/02/19	10953	SAFETY NETWORK	6200	5220	SERVICES	0.00	325.00
1001	34653	01/02/19	10953	SAFETY NETWORK	6200	5220	SERVICES	0.00	325.00
TOTAL CHECK								0.00	975.00
1001	34655	01/02/19	10289	SOUTH COUNTY VETERI	6270	5110	SERVICES	0.00	10.00
1001	34656	01/02/19	10085	STATE OF CA DEPARTM	6120	5220	SERVICES	0.00	245.00
1001	34659	01/02/19	10303	SWANSON-FAHRNEY FOR	6120	5205	AUTO MAINTENANCE	0.00	52.49
1001	34659	01/02/19	10303	SWANSON-FAHRNEY FOR	6120	5205	AUTO MAINTENANCE	0.00	303.50
1001	34659	01/02/19	10303	SWANSON-FAHRNEY FOR	6200	5205	AUTO MAINTENANCE	0.00	790.94
TOTAL CHECK								0.00	1,146.93
1001	34660	01/02/19	10314	TOSHIBA AMERICA INF	6020	5180	LEASE PAYMENT	0.00	538.80
1001	34661	01/02/19	13848	TPX	6020	5160	SERVICES	0.00	1,610.76
1001	34662	01/02/19	10325	TULARE COUNTY JAIL	6020	5110	NAMEPLATES	0.00	61.96
1001	34663	01/02/19	13543	UNIFIRST CORPORATIO	6700	5110	SUPPLIES	0.00	14.08
1001	34663	01/02/19	13543	UNIFIRST CORPORATIO	6020	5220	SUPPLIES	0.00	25.83
1001	34663	01/02/19	13543	UNIFIRST CORPORATIO	6020	5220	SUPPLIES	0.00	25.83
1001	34663	01/02/19	13543	UNIFIRST CORPORATIO	6020	5220	SUPPLIES	0.00	25.83
1001	34663	01/02/19	13543	UNIFIRST CORPORATIO	6020	5220	SUPPLIES	0.00	27.00
1001	34663	01/02/19	13543	UNIFIRST CORPORATIO	6200	5130	SUPPLIES	0.00	107.72
1001	34663	01/02/19	13543	UNIFIRST CORPORATIO	6200	5130	SUPPLIES	0.00	111.79
1001	34663	01/02/19	13543	UNIFIRST CORPORATIO	6200	5130	SUPPLIES	0.00	119.94
TOTAL CHECK								0.00	458.02
1001	34664	01/02/19	14055	VALLEY BRAVO CONCRE	6200	5220	CONCRETE SIDEWALK	0.00	7,341.00
1001	34665	01/02/19	10725	VERIZON WIRELESS	6120	5160	SERVICES	0.00	38.01
1001	34665	01/02/19	10725	VERIZON WIRELESS	6120	5160	SERVICES	0.00	38.01
1001	34665	01/02/19	10725	VERIZON WIRELESS	6120	5160	SERVICES	0.00	51.57
1001	34665	01/02/19	10725	VERIZON WIRELESS	6120	5160	SERVICES	0.00	51.57
1001	34665	01/02/19	10725	VERIZON WIRELESS	6200	5160	SERVICES	0.00	57.10
1001	34665	01/02/19	10725	VERIZON WIRELESS	6200	5160	SERVICES	0.00	57.10
1001	34665	01/02/19	10725	VERIZON WIRELESS	6120	5160	SERVICES	0.00	62.41
1001	34665	01/02/19	10725	VERIZON WIRELESS	6200	5160	SERVICES	0.00	62.41
1001	34665	01/02/19	10725	VERIZON WIRELESS	6020	5160	SERVICES	0.00	63.77
1001	34665	01/02/19	10725	VERIZON WIRELESS	6020	5160	SERVICES	0.00	63.77
1001	34665	01/02/19	10725	VERIZON WIRELESS	6160	5160	SERVICES	0.00	63.77
1001	34665	01/02/19	10725	VERIZON WIRELESS	6020	5160	SERVICES	0.00	63.77
1001	34665	01/02/19	10725	VERIZON WIRELESS	6200	5160	SERVICES	0.00	63.77
1001	34665	01/02/19	10725	VERIZON WIRELESS	6160	5160	SERVICES	0.00	63.77
1001	34665	01/02/19	10725	VERIZON WIRELESS	6120	5160	SERVICES	0.00	97.17
TOTAL CHECK								0.00	835.56
1001	34667	01/02/19	10064	COLONIAL LIFE INSUR	100	2042	EMPLOYEE DEDUCTIONS	0.00	120.54
1001	34667	01/02/19	10064	COLONIAL LIFE INSUR	100	2044	EMPLOYEE DEDUCTIONS	0.00	292.92
TOTAL CHECK								0.00	413.46
1001	34668	01/02/19	13496	KEENAN & ASSOCIATES	6150	5080	EMPLOYEE BENEFITS	0.00	319.97

SUPERION  
 DATE: 01/11/2019  
 TIME: 13:47:37

CITY OF FOWLER  
 CHECK REGISTER - BY FUND

PAGE NUMBER: 6  
 ACCTPAZ1

SELECTION CRITERIA: transact.check\_no between '34584' and '34706'  
 ACCOUNTING PERIOD: 7/19

FUND - 100 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DEPT	ACCT	DESCRIPTION	SALES TAX	AMOUNT
1001	34668	01/02/19	13496	KEENAN & ASSOCIATES	6025	5080	EMPLOYEE BENEFITS	0.00	351.97
1001	34668	01/02/19	13496	KEENAN & ASSOCIATES	6030	5080	EMPLOYEE BENEFITS	0.00	460.22
1001	34668	01/02/19	13496	KEENAN & ASSOCIATES	6400	5080	EMPLOYEE BENEFITS	0.00	657.45
1001	34668	01/02/19	13496	KEENAN & ASSOCIATES	6020	5080	EMPLOYEE BENEFITS	0.00	780.20
1001	34668	01/02/19	13496	KEENAN & ASSOCIATES	100	2041	EMPLOYEE BENEFITS	0.00	1,944.95
1001	34668	01/02/19	13496	KEENAN & ASSOCIATES	6200	5080	EMPLOYEE BENEFITS	0.00	5,062.61
1001	34668	01/02/19	13496	KEENAN & ASSOCIATES	6120	5080	EMPLOYEE BENEFITS	0.00	11,050.16
TOTAL	CHECK							0.00	21,284.98
1001	34669	01/02/19	10194	LOZANO SMITH	6120	5620	LEGAL SERVICES	0.00	39.00
1001	34669	01/02/19	10194	LOZANO SMITH	6060	5620	LEGAL SERVICES	0.00	1,370.29
1001	34669	01/02/19	10194	LOZANO SMITH	6060	5620	LEGAL SERVICES	0.00	9,064.65
TOTAL	CHECK							0.00	10,473.94
1001	34670	01/02/19	13647	SUN LIFE FINANCIAL	6400	5080	EMPLOYEE BENEFITS	0.00	33.18
1001	34670	01/02/19	13647	SUN LIFE FINANCIAL	6700	5080	EMPLOYEE BENEFITS	0.00	33.18
1001	34670	01/02/19	13647	SUN LIFE FINANCIAL	6150	5080	EMPLOYEE BENEFITS	0.00	66.36
1001	34670	01/02/19	13647	SUN LIFE FINANCIAL	6160	5080	EMPLOYEE BENEFITS	0.00	66.36
1001	34670	01/02/19	13647	SUN LIFE FINANCIAL	6020	5080	EMPLOYEE BENEFITS	0.00	73.31
1001	34670	01/02/19	13647	SUN LIFE FINANCIAL	6030	5080	EMPLOYEE BENEFITS	0.00	105.74
1001	34670	01/02/19	13647	SUN LIFE FINANCIAL	6200	5080	EMPLOYEE BENEFITS	0.00	464.52
1001	34670	01/02/19	13647	SUN LIFE FINANCIAL	6120	5080	EMPLOYEE BENEFITS	0.00	802.92
1001	34670	01/02/19	13647	SUN LIFE FINANCIAL	100	2046	EMPLOYEE BENEFITS	0.00	1,155.23
TOTAL	CHECK							0.00	2,800.80
1001	34672	01/02/19	11335	VISION SERVICE PLAN	6200	5080	EMPLOYEE BENEFITS	0.00	98.45
1001	34672	01/02/19	11335	VISION SERVICE PLAN	100	2048	EMPLOYEE BENEFITS	0.00	224.30
1001	34672	01/02/19	11335	VISION SERVICE PLAN	6120	5080	EMPLOYEE BENEFITS	0.00	236.29
1001	34672	01/02/19	11335	VISION SERVICE PLAN	6400	5080	EMPLOYEE BENEFITS	0.00	9.85
1001	34672	01/02/19	11335	VISION SERVICE PLAN	6700	5080	EMPLOYEE BENEFITS	0.00	9.85
1001	34672	01/02/19	11335	VISION SERVICE PLAN	6025	5080	EMPLOYEE BENEFITS	0.00	10.83
1001	34672	01/02/19	11335	VISION SERVICE PLAN	6160	5080	EMPLOYEE BENEFITS	0.00	19.70
1001	34672	01/02/19	11335	VISION SERVICE PLAN	6020	5080	EMPLOYEE BENEFITS	0.00	20.68
1001	34672	01/02/19	11335	VISION SERVICE PLAN	6030	5080	EMPLOYEE BENEFITS	0.00	23.62
TOTAL	CHECK							0.00	653.57
1001	34673	01/11/19	10007	ALERT-O-LITE, INC	6200	5110	SUPPLIES	0.00	29.08
1001	34673	01/11/19	10007	ALERT-O-LITE, INC	6200	5110	SUPPLIES	0.00	55.01
1001	34673	01/11/19	10007	ALERT-O-LITE, INC	6200	5110	SUPPLIES	0.00	1,185.41
TOTAL	CHECK							0.00	1,269.50
1001	34674	01/11/19	11585	DURON, ARTHUR	6120	5300	TRAINING	0.00	1,294.79
1001	34675	01/11/19	10518	SIGNMAX!	6200	5110	SUPPLIES	0.00	43.19
1001	34675	01/11/19	10518	SIGNMAX!	6200	5110	SUPPLIES	0.00	170.61
1001	34675	01/11/19	10518	SIGNMAX!	6200	5110	SUPPLIES	0.00	344.98
TOTAL	CHECK							0.00	558.78
1001	34676	01/11/19	13381	1ST RESPONDER NEWSP	6130	5110	SUBSCRIPTION	0.00	55.00
1001	34677	01/11/19	11689	A & C TIRE SERVICE	6120	5205	AUTO MAINTENANCE	0.00	12.50

SUPERION  
 DATE: 01/11/2019  
 TIME: 13:47:37

CITY OF FOWLER  
 CHECK REGISTER - BY FUND

PAGE NUMBER: 7  
 ACCTPAZ1

SELECTION CRITERIA: transact.check\_no between '34584' and '34706'  
 ACCOUNTING PERIOD: 7/19

FUND - 100 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DEPT	ACCNT	DESCRIPTION	SALES TAX	AMOUNT
1001	34678	01/11/19	10013	AMSTERDAM PRINTING	6020	5110	EMPLOYMENT APPLICAT	0.00	165.44
1001	34680	01/11/19	10549	AT&T MOBILITY	6120	5110	SERVICES	0.00	181.92
1001	34681	01/11/19	10054	CHEVRON & TEXACO CA	6020	5210	FUEL	0.00	61.22
1001	34681	01/11/19	10054	CHEVRON & TEXACO CA	6120	5210	FUEL	0.00	243.05
TOTAL CHECK								0.00	304.27
1001	34682	01/11/19	13894	COMCAST	6120	5160	SERVICES	0.00	23.91
1001	34683	01/11/19	11226	COMMUNITY MEDICAL C	6120	5220	BLOOD DRAW	0.00	350.00
1001	34684	01/11/19	11163	COOK'S COMMUNICATIO	6120	5205	RADIO RE PROGRAM	0.00	350.24
1001	34684	01/11/19	11163	COOK'S COMMUNICATIO	6130	5205	EMERGENCY LIGHTING	0.00	795.73
1001	34684	01/11/19	11163	COOK'S COMMUNICATIO	6120	5715	RETRO FIT TABLET	0.00	2,268.51
TOTAL CHECK								0.00	3,414.48
1001	34685	01/11/19	10613	DAPPER TIRE CO, INC	6120	5205	TIRES	0.00	604.02
1001	34686	01/11/19	10113	FOWLER ACE HARDWARE	6020	5110	SUPPLIES	0.00	34.48
1001	34686	01/11/19	10113	FOWLER ACE HARDWARE	6120	5110	SUPPLIES	0.00	72.38
1001	34686	01/11/19	10113	FOWLER ACE HARDWARE	6130	5110	SUPPLIES	0.00	307.64
TOTAL CHECK								0.00	414.50
1001	34687	01/11/19	10488	FOWLER UNIFIED SCHO	6120	5210	FUEL	0.00	1,808.81
1001	34687	01/11/19	10488	FOWLER UNIFIED SCHO	6120	5210	FUEL	0.00	2,032.81
TOTAL CHECK								0.00	3,841.62
1001	34688	01/11/19	10465	FRESNO NEON SIGN CO	6200	5220	REPAIR FOWLER SIGN	0.00	363.03
1001	34689	01/11/19	10141	H & H TIRE SERVICES	6120	5205	AUTO MAINTENANCE	0.00	91.54
1001	34691	01/11/19	10191	LIFE ASSIST, INC	6130	5310	SUPPLIES	0.00	314.21
1001	34692	01/11/19	10203	MID VALLEY PACKAGIN	6020	5220	SUPPLIES	0.00	186.26
1001	34693	01/11/19	10202	MID VALLEY PUBLISHI	6020	5110	PUBLICATIONS	0.00	177.52
1001	34694	01/11/19	10215	NELSON HARDWARE & G	6260	5110	SUPPLIES	0.00	32.53
1001	34695	01/11/19	10237	P G & E - SACRAMENT	6200	5170	UTILITIES	0.00	9.55
1001	34695	01/11/19	10237	P G & E - SACRAMENT	6200	5170	UTILITIES	0.00	13.47
1001	34695	01/11/19	10237	P G & E - SACRAMENT	6200	5170	UTILITIES	0.00	97.70
1001	34695	01/11/19	10237	P G & E - SACRAMENT	6130	5170	UTILITIES	0.00	123.55
1001	34695	01/11/19	10237	P G & E - SACRAMENT	6200	5170	UTILITIES	0.00	320.62
1001	34695	01/11/19	10237	P G & E - SACRAMENT	6200	5170	UTILITIES	0.00	459.86
TOTAL CHECK								0.00	1,024.75
1001	34696	01/11/19	10249	QUILL	6120	5110	SUPPLIES	0.00	19.68
1001	34697	01/11/19	10251	R & R AUTO REPAIR S	6200	5205	AUTO MAINTENANCE	0.00	17.23

SUPERION  
 DATE: 01/11/2019  
 TIME: 13:47:37

CITY OF FOWLER  
 CHECK REGISTER - BY FUND

PAGE NUMBER: 8  
 ACCTPAZI

SELECTION CRITERIA: transact.check\_no between '34584' and '34706'  
 ACCOUNTING PERIOD: 7/19

FUND - 100 - GENERAL FUND									
CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DEPT	ACCNT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1001	34699	01/11/19	11195	ROBERT V JENSEN INC	6260	5210	FUEL	0.00	184.02
1001	34699	01/11/19	11195	ROBERT V JENSEN INC	6200	5210	FUEL	0.00	187.78
1001	34699	01/11/19	11195	ROBERT V JENSEN INC	6200	5210	FUEL	0.00	270.74
TOTAL CHECK									
1001	34702	01/11/19	13543	UNIFIRST CORPORATIO	6020	5220	SUPPLIES	0.00	25.83
1001	34702	01/11/19	13543	UNIFIRST CORPORATIO	6260	5130	SUPPLIES	0.00	107.28
TOTAL CHECK									
1001	34703	01/11/19	10333	UNITED PARCEL SERVI	6150	5110	POSTAGE	0.00	3.33
1001	34705	01/11/19	10001	WASTE MANAGEMENT	6200	5220	SERVICES PMT #3	0.00	2,500.00
1001	34706	01/11/19	10346	ZOOM IMAGING SOLUTI	6020	5110	TONER	0.00	12.38
1001	34706	01/11/19	10346	ZOOM IMAGING SOLUTI	6120	5230	TONER	0.00	26.01
TOTAL CHECK									
TOTAL CASH ACCOUNT									174,052.60
TOTAL FUND									174,052.60

SUPERION  
 DATE: 01/11/2019  
 TIME: 13:47:37

CITY OF FOWLER  
 CHECK REGISTER - BY FUND

PAGE NUMBER: 9  
 ACCTPAZ1

SELECTION CRITERIA: transact.check\_no between '34584' and '34706'  
 ACCOUNTING PERIOD: 7/19

FUND - 210 - GAS TAX

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DEPT	ACCNT	DESCRIPTION	SALES TAX	AMOUNT
1001	34654	01/02/19	10518	SIGNMAX!	2100	5220	STOP SIGN	0.00	52.91
1001	34654	01/02/19	10518	SIGNMAX!	2100	5220	SIGNS	0.00	157.11
1001	34654	01/02/19	10518	SIGNMAX!	2100	5220	SIGNS	0.00	332.57
	TOTAL CHECK							0.00	542.59
1001	34657	01/02/19	10824	STREET MAINTENANCE	2100	5220	TRFFC SIGNAL BILLIN	0.00	1,320.30
1001	34666	01/02/19	10506	VULCAN MATERIALS CO	2100	5220	SERVICES	0.00	161.10
	TOTAL CASH ACCOUNT							0.00	2,023.99
	TOTAL FUND							0.00	2,023.99

SUPERION  
 DATE: 01/11/2019  
 TIME: 13:47:37

PAGE NUMBER: 10  
 ACCTPA21

CITY OF FOWLER  
 CHECK REGISTER - BY FUND

SELECTION CRITERIA: transact.check\_no between '34584' and '34706'  
 ACCOUNTING PERIOD: 7/19

FUND - 225 - LTF - ARTICLE 8

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DEPT	ACCNT	----	DESCRIPTION	----	SALES TAX	AMOUNT
1001	34613	01/02/19	10349	CORNER CLEAN SWEEPI	2250	5220		SERVICES		0.00	2,294.00
1001	34645	01/02/19	10237	P G & E - SACRAMENT	2250	5170		UTILITIES		0.00	483.17
1001	34645	01/02/19	10237	P G & E - SACRAMENT	2250	5170		UTILITIES		0.00	74.35
1001	34645	01/02/19	10237	P G & E - SACRAMENT	2250	5170		UTILITIES		0.00	78.45
1001	34645	01/02/19	10237	P G & E - SACRAMENT	2250	5170		UTILITIES		0.00	141.50
	TOTAL CHECK									0.00	777.47
1001	34695	01/11/19	10237	P G & E - SACRAMENT	2250	5170		UTILITIES		0.00	5,836.92
1001	34695	01/11/19	10237	P G & E - SACRAMENT	2250	5170		UTILITIES		0.00	127.19
1001	34695	01/11/19	10237	P G & E - SACRAMENT	2250	5170		UTILITIES		0.00	249.38
1001	34695	01/11/19	10237	P G & E - SACRAMENT	2250	5170		UTILITIES		0.00	106.83
1001	34695	01/11/19	10237	P G & E - SACRAMENT	2250	5170		UTILITIES		0.00	25.57
1001	34695	01/11/19	10237	P G & E - SACRAMENT	2250	5170		UTILITIES		0.00	68.84
1001	34695	01/11/19	10237	P G & E - SACRAMENT	2250	5170		UTILITIES		0.00	86.48
1001	34695	01/11/19	10237	P G & E - SACRAMENT	2250	5170		UTILITIES		0.00	10.18
	TOTAL CHECK									0.00	6,511.39
	TOTAL CASH ACCOUNT									0.00	9,582.86
	TOTAL FUND									0.00	9,582.86

SUPERION  
 DATE: 01/11/2019  
 TIME: 13:47:37

PAGE NUMBER: 11  
 ACCTPAZI

CITY OF FOWLER  
 CHECK REGISTER - BY FUND

SELECTION CRITERIA: transact.check\_no between '34584' and '34706'  
 ACCOUNTING PERIOD: 7/19

FUND - 500 - WATER

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DEPT	ACCNT	DESCRIPTION	SALES TAX	AMOUNT
1001	34588	12/13/18	13496	KEENAN & ASSOCIATES	5000	5080	EMPLOYEE BENEFITS	0.00	2,699.28
1001	34589	12/13/18	13647	SUN LIFE FINANCIAL	5000	5080	EMPLOYEE BENEFITS	0.00	148.31
1001	34590	12/13/18	11335	VISION SERVICE PLAN	5000	5080	EMPLOYEE BENEFITS	0.00	97.47
1001	34591	12/28/18	10066	CONSOLIDATED IRRIGA	5000	5220	2018 DRAINAGE FEE	0.00	7,425.00
1001	34596	01/02/19	10007	ALERT-O-LITE, INC	5000	5110	SUPPLIES	0.00	24.33
1001	34602	01/02/19	14044	BIXMAN, NICOLE M	500	2050	UB REFUND	0.00	57.99
1001	34604	01/02/19	10024	BSK LABORATORIES	5000	5200	SERVICES	0.00	115.00
1001	34604	01/02/19	10024	BSK LABORATORIES	5000	5200	SERVICES	0.00	182.00
1001	34604	01/02/19	10024	BSK LABORATORIES	5000	5200	SERVICES	0.00	770.00
TOTAL CHECK								0.00	1,067.00
1001	34617	01/02/19	10792	FASTENAL COMPANY	5000	5110	SUPPLIES	0.00	3.50
1001	34617	01/02/19	10792	FASTENAL COMPANY	5000	5110	SUPPLIES	0.00	6.99
TOTAL CHECK								0.00	10.49
1001	34622	01/02/19	12499	FRESNO PIPE & SUPPL	5000	5110	SUPPLIES	0.00	5.36
1001	34622	01/02/19	12499	FRESNO PIPE & SUPPL	5000	5110	SUPPLIES	0.00	98.05
TOTAL CHECK								0.00	103.41
1001	34623	01/02/19	13451	FRONTIER COMMUNICAT	5000	5160	SERVICES	0.00	77.95
1001	34625	01/02/19	12810	GLOBAL CTI	5000	5220	SERVICES	0.00	58.07
1001	34627	01/02/19	14051	HAMBLET, NICK	500	2050	UB REFUND	0.00	92.58
1001	34629	01/02/19	14047	HERNANDEZ, DAVID	500	2050	UB REFUND	0.00	71.08
1001	34632	01/02/19	12075	IMAGE 2000	5000	5220	SERVICES	0.00	92.86
1001	34636	01/02/19	14045	KAZARIAN RALPH TRUS	500	2050	UB REFUND	0.00	79.09
1001	34637	01/02/19	14050	KEENER, SARAH	500	2050	UB REFUND	0.00	77.74
1001	34640	01/02/19	14046	LEWIS, DAVID	500	2050	UB REFUND	0.00	79.09
1001	34645	01/02/19	10237	P G & E - SACRAMENT	5000	5170	UTILITIES	0.00	10.19
1001	34645	01/02/19	10237	P G & E - SACRAMENT	5000	5170	UTILITIES	0.00	9,085.84
1001	34645	01/02/19	10237	P G & E - SACRAMENT	5000	5170	UTILITIES	0.00	310.39
TOTAL CHECK								0.00	9,406.42
1001	34646	01/02/19	12059	PITNEY BOWES	5000	5220	POSTAGE	0.00	36.48
1001	34648	01/02/19	10249	QUILL	5000	5110	SUPPLIES	0.00	20.83
1001	34650	01/02/19	12672	R&B COMPANY	5000	5190	SERVICES	0.00	92.85





SUPERION  
DATE: 01/11/2019  
TIME: 13:47:37

PAGE NUMBER: 13  
ACCTPAZ1

CITY OF FOWLER  
CHECK REGISTER - BY FUND

SELECTION CRITERIA: transact.check\_no between '34584' and '34706'  
ACCOUNTING PERIOD: 7/19

FUND - 500 - WATER

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DEPT	ACCNT	-----DESCRIPTION-----	SALES TAX	AMOUNT
TOTAL FUND								0.00	41,753.11

SUPERION  
DATE: 01/11/2019  
TIME: 13:47:37

PAGE NUMBER: 14  
ACCTPAZ1

CITY OF FOWLER  
CHECK REGISTER - BY FUND

SELECTION CRITERIA: transact.check\_no between '34584' and '34706'  
ACCOUNTING PERIOD: 7/19

FUND - 502 - GROUNDWATER/CID				ACCNT	-----DESCRIPTION-----	SALES TAX	AMOUNT
CASH ACCT	CHECK NO	ISSUE DT	VENDOR NAME	DEPT			
1001	34593	12/28/18	10066 CONSOLIDATED IRRIGA	5020	2018 ADMIN/MAIN FEE	0.00	25,563.35
1001	34669	01/02/19	10194 LOZANO SMITH	502	LEGAL SERVICES	0.00	1,072.50
TOTAL CASH ACCOUNT						0.00	26,635.85
TOTAL FUND						0.00	26,635.85

SUPERION  
 DATE: 01/11/2019  
 TIME: 13:47:37

CITY OF FOWLER  
 CHECK REGISTER - BY FUND

PAGE NUMBER: 15  
 ACCTPAZ1

SELECTION CRITERIA: transact.check\_no between '34584' and '34706'  
 ACCOUNTING PERIOD: 7/19

FUND - 850 - SUCESSOR AGENCY		CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DEPT	ACCNT	----	DESCRIPTION----	SALES TAX	AMOUNT
1001		34588	12/13/18	13496	KEENAN & ASSOCIATES	8500	5080		EMPLOYEE	BENEFITS	0.00	203.25
1001		34589	12/13/18	13647	SUN LIFE FINANCIAL	8500	5080		EMPLOYEE	BENEFITS	0.00	10.60
1001		34590	12/13/18	11335	VISION SERVICE PLAN	8500	5080		EMPLOYEE	BENEFITS	0.00	4.93
1001		34668	01/02/19	13496	KEENAN & ASSOCIATES	8500	5080		EMPLOYEE	BENEFITS	0.00	229.22
1001		34670	01/02/19	13647	SUN LIFE FINANCIAL	8500	5080		EMPLOYEE	BENEFITS	0.00	10.60
1001		34672	01/02/19	11335	VISION SERVICE PLAN	8500	5080		EMPLOYEE	BENEFITS	0.00	4.93
TOTAL CASH ACCOUNT												463.53
TOTAL FUND												463.53
TOTAL REPORT												254,511.94

**MINUTES OF THE FOWLER CITY COUNCIL  
SPECIAL MEETING  
DECEMBER 11, 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, Finance Director Uyeda, City Attorney Wolfe, Police Chief Alcaraz, City Engineer Peters, City Planner Marple, Deputy City Clerk Burrola

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

**PUBLIC PRESENTATIONS**

Patric Jones, Fowler resident, expressed his concerns regarding the parking at St. Lucy’s Church on Sundays. The current parking design causes vehicles to impede into traffic possibly causing a traffic collision.

Andy Gonzales, local business owner, spoke about the possibilities of restoring and repainting the water tower.

**ADOPTION OF RESOLUTION NO. 2413: NOVEMBER 6, 2018 GENEAL ELECTION RESULTS**

City Manager/City Clerk Davis summarized the results of the November 6, 2018 General Election, noting that there were three candidates for two City Council seats on the ballot. Out of 3,137 registered voters, 1909 ballots were cast, resulting in a 60.91% voter turnout. There was a total vote count of 2,858 in three designated voting precincts for the two seats. David Cardenas and Mark Rodriquez were the two candidates who received the highest votes, and were elected to the Council for the full term of four years. Also the 1% District Sales Tax Measure N was on the ballot and passed. The yes votes final total was 1,028, No votes totaled 825.

Total votes cast in the City of Fowler for two City Council seats:

	<u>David Cardenas</u>	<u>Mark Rodriquez</u>	Patric Jones
Precinct 217	232	162	83
Precinct 218	512	335	216
Precinct 219	588	468	228
<b>TOTAL</b>	<b><u>1332</u></b>	<b><u>965</u></b>	<b><u>527</u></b>

Total votes cast in the City of Fowler – Measure N:

	<u>Yes</u>	<u>No</u>
Precinct 217	182	149
Precinct 218	388	320
Precinct 219	458	356
<b>TOTAL</b>	<b><u>1028</u></b>	<b><u>825</u></b>

City Manager/City Clerk Davis asked the Council to approve Resolution No. 2413, officially declaring the November 6, 2018 General Municipal Election results, Councilmember Parra made a motion, seconded by Councilmember Hammer to adopt Resolution No. 2413, “A Resolution of the City Council of the City of Fowler Declaring Result of Municipal Election Held on November 6, 2018.” The motion carried by unanimous voice vote: Ayes: Cardenas, Parra, Hammer, Kazarian, Rodriquez. Noes: None. Absent/Abstain: None.

#### **INSTALLATION OF NEWLY ELECTED COUNCILMEMBERS**

City Manager/City Clerk Davis administered the Oath of Office to David Cardenas and Mark Rodriquez. Ms. Davis presented a Certificate of Election to each.

#### **REORGANIZATION OF CITY COUNCIL: ELECTION OF MAYOR AND MAYOR PRO-TEM**

City Manager/City Clerk Davis took the Mayor’s seat at the dais and began the reorganization of the City Council by calling for nominations for the Office of Mayor. Councilmember Hammer made a motion, seconded by Councilmember Parra, to nominate David Cardenas for the Office of Mayor. The motion carried by unanimous voice vote: Ayes: Hammer, Parra, Kazarian, Rodriquez, Cardenas. Noes: None. Absent/Abstain: None.

Mayor Cardenas called for nominations for the Office of Mayor Pro-Tem. Mayor Cardenas made a motion to nominate Dan Parra for the Office of Mayor Pro-Tem, seconded by Councilmember Parra. The motion failed by the following roll call vote: Ayes: Cardenas, Parra. Noes: Hammer, Kazarian, Rodriquez. Mayor Cardenas called for another nomination for the Office of Mayor Pro-Tem. Councilmember Rodriquez made a motion to nominate Leonard Hammer for Office of Mayor Pro-Tem, seconded by Councilmember Kazarian. The motion carried by the following roll call vote: Ayes: Hammer, Kazarian, Rodriquez. Noes: Cardenas, Parra. Absent/Abstain: None.

Mayor Cardenas called a recess for a brief reception in honor of the newly elected Councilmembers.

#### **COMMUNICATIONS**

City Manager Davis mentioned an invitation to the Fowler Unified School District Holiday Luncheon, December 12<sup>th</sup> at 11:30 a.m. in the Fowler High School Cafeteria.

#### **STAFF REPORTS**

## **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"**

City Manager Davis stated that this is related to Tract Map No. 5834; originally the tentative tract map was submitted by R.J. Hill and approved in 2008, now it is owned by K. Hovananian CA Land Holdings, LLC. City Engineer Peters provided a powerpoint presentation and gave background information on Tract 5834 final map. The applicant, K. Hovananian is proposing to develop a 58 lot subdivision in the northeast corner of Sunnyside and South Avenue. The tract proposes 132 homes that will be constructed in two separate phases. Tonight's consideration is for phase one for 58 lots. A few major conditions of approval for the project require the developer to improve South Avenue, construct the west side of Sunnyside Avenue and to eliminate an existing storm drain basin and re-pipe the drainage currently disposed at the basin. The applicant has complied with the conditions of the approved tentative map. The applicant has paid development fees as described in accordance with the City fee resolutions and had 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. Following acceptance of the map by the City, the City Engineer shall deliver the final map to the Fresno County Recorder's office.

The Mayor opened the discussion for public comments on the matter.

Veronica Salmeron-Sosa, Fowler resident, expressed her concerns on the reconstruction of Sunnyside Avenue. She said Sunnyside is not a very wide street, large vehicles traveling on this road will possibly cause a traffic accident impeding into the oncoming lane.

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

## **CITY MANAGER'S REPORT**

City Manager Davis said Taco Bell is planning their grand opening on Friday, December 21, 2018.

The City will be signing the loan documents for the new fire station, December 18<sup>th</sup> and the City Engineer will be sending the notice to proceed to the contractor. A ground breaking ceremony will be scheduled near the end of January.

The Adams Avenue reconstruction project has begun. Public works has done some road repairs throughout the City.

A joint meeting with the Planning Commission, related to the General Plan Update, will be scheduled for the second meeting in January.

## **PUBLIC WORKS REPORT**

Public Works Supervisor Lopez said sidewalk repairs were done in certain areas of the City. Five replacement trees were planted at Panzak Park and eighteen additional trees were planted at Donny Wright Park. Supervisor Lopez is looking into getting the neon sign located at Golden State and Merced repaired.

A new employee has been hired for part time maintenance and will start January 1, 2019.

Councilmember Kazarian mentioned an AOWP program that the City may want to look into. The Adult Offender Work Program places defendants who are sentenced to 90 days in jail or less on work assignments with participating community and governmental agencies in lieu of jail confinement.

## **FINANCE DIRECTOR'S REPORT**

Finance Director Uyeda provided background information on the budget adjustment for water well maintenance. There are two water wells that require updated maintenance on mechanical, electronic and data collections due to wear and tear. The City collects "Water Well Maintenance Fees" via the building permit system. In 2017 the City received \$87,000 and in 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. Mr. Uyeda recommends using these funds to update the two water wells that require maintenance.

Councilmember Rodriquez made a motion to approve a budget adjustment in the amount of \$75,915 for water well maintenance, seconded by Councilmember Kazarian. The motion carried by unanimous vote: Ayes: Cardenas, Hammer, Kazarian, Parra, Rodriquez. Noes: None. Absent/Abstain: None.

## **POLICE DEPARTMENT REPORT**

Police Chief Alcaraz circulated Part 1 Crime Stats for the month of November.

## **FIRE DEPARTMENT REPORT**

Fire Chief Lopez reported that Justin Bishop was hired as a volunteer fire fighter.

## **CITY ATTORNEY'S REPORT**

No report was given.

## **CONSENT CALENDAR**

The consent calendar consisted of: 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”

Councilmember Kazarian commented on Item B regarding minor corrections to the minutes for November 6, 2018. The minutes should reflect a yes vote for Councilmember Kazarian on the second reading of uncodified ordinance No. 2018-03.

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

### **APPOINTMENT OF TRUSTEE – CONSOLIDATED MOSQUITO ABATEMENT DISTRICT BOARD**

Councilmember Rodriquez made motion, seconded by Mayor Pro-Tem Hammer, to re-appoint David Cardenas to another four year term as a trustee on the Consolidated Mosquito Abatement District Board. The motion carried by unanimous voice vote: Ayes: Cardenas, Hammer, Kazarian, Parra, Rodriquez. Noes: None. Abstain/Absent: None.

### **COMMITTEE REPORTS**

Councilmember Hammer reported on the Christmas tree lighting event. The Lions Club senior citizens luncheon is scheduled for Friday, December 14, 2018 at 11:30 a.m.

Councilmember Parra had no report but asked about having a future discussion on City Council districts for the City.

### **CLOSED SESSION**

The meeting adjourned to a closed session at 8:25 p.m. to discuss, pursuant to Government Code Section 54956.9(d)(1) – Conference with Legal Counsel – Existing Litigation – David Weissser vs. City of Fowler (2 cases)

The meeting reconvened to open session at 8.35 p.m. with no reportable action taken.

### **AJOURNMENT**

Having no further business, Councilmember Kazarian made a motion, seconded by Councilmember Parra to adjourn. The motion carried and the meeting adjourned at 8:35 p.m.

## Mayoral Proclamation “A National Day of Racial Healing”

WHEREAS, we have all witnessed racial divisiveness rising in America’s urban, rural, suburban, and tribal communities today that threatens the very core of this great country’s unified front; and

WHEREAS, just like those who came before us, it is our duty to protect the children of this country and maintain communities in which they may all be given the opportunity to succeed; and

WHEREAS, we understand and recognize that there is a racial divide in our country and we must all work earnestly to heal the wounds created by racial, ethnic and religious bias and build an equitable and just society so that all children can thrive; and

WHEREAS, children have the right to be provided every opportunity to learn, grow, and thrive in nurturing environments that don’t violate their safety, dignity, and humanity; and

WHEREAS, every single person has the capability to make simple change within him or herself that can profound effect on an entire society; and

WHEREAS, if we all dedicate ourselves to the principles of truth, racial healing and transformation, we can all bring about the necessary changes in thinking, behavior, and systems that will propel this great country forward as a unified force where racial biases will become a thing of the past; and

WHEREAS, racial healing is a vital and crucial commitment to the education, social, mental and over all well-being of all our children; and

WHEREAS, the City of Fowler, in conjunction with others throughout the United States of America, acknowledges January 22, 2019 as the “National Day of Racial Healing”, and urges all citizens to promote racial healing and transformation in the ways that are best suited for them individually, as a means of working together to ensure the best quality of life for every child.

NOW, THEREFORE, I, David Cardenas, Mayor of the City of Fowler do hereby proclaim that this City honors and recognizes January 22, 2019 as the “National Day of Racial Healing”

---

David Cardenas, Mayor

**Public Health Advocates and Kounkuey Design Initiative  
Agreement for Technical Assistance Services with  
City of Fowler**

This Agreement is hereby entered into by Public Health Advocates (PHAdvocates), Kounkuey Design Initiative, Inc. (KDI), and City of Fowler. All three parties agree to the services enumerated in Section 3 of this Agreement under the following terms and conditions:

**1. Recitals:** Public Health Advocates (PHAdvocates): a nonpartisan, nonprofit organization that promotes health equity by helping cities, counties, and states nurture health and wellbeing for everyone. Kounkuey Design Initiative, Inc. (KDI): a non-profit design and community development organization that partners with under-resourced communities to advance equity and activate the unrealized potential in neighborhoods and cities.

PHAdvocates and KDI are technical assistance providers to City of Fowler for the preparation and submission of one grant application for Round Three of the Statewide Park Program (SPP) funding.

**2. Term of Agreement:** The term of this agreement will be January 15, 2019 through June 30, 2019 -- this date may be pushed off as the State Parks Department has not yet released the final guidelines and the deadline for applications--, to fulfill the agreement stipulated in the Scope of Work.

**3. Scope of Work:** PHAdvocates and KDI agree to provide technical assistance to the City of Fowler with the following services to support the preparation and submission of one grant application for Round Three of the Statewide Park Program (SPP) funding as follows:

- Training of city staff and stakeholders on community engagement practices (including strategies in the Park Bond Equity toolkit)
- Building partnerships with local organizations to create a comprehensive community-driven project
- Working with city staff to identify community's parks and open space needs
- Working with city staff to identify a project site for a new park
- Working with city staff to identify community's preferences around park location, concept design, and amenities.
- Assist city staff with the preparation and submission of the grant application

City of Fowler will provide the following services to support the grant application for Round Three of the Statewide Park Program (SPP) funding as follows:

- Will dedicate a portion of in-kind City staff time to collaborate with PHAdvocates and KDI on one grant application for Round Three of the Statewide Park Program (SPP) funding through the agreement term.
- Will identify local partnerships and provide PHAdvocates and KDI with a list of those potential partners to create a comprehensive community-driven project.
- Preparation and submission of the final grant application.

**4. Representatives:** The designated representative of PHAdvocates for purposes of all notices and other official communications relating to this agreement, program related issues and business matters shall be Alfred Mata, Program Manager, Public Health Advocates, 1004 West Covina Parkway, Suite 486, West Covina, CA 91790; PHONE: (844) 962-5900 x360; EMAIL: am@phadvocates.org.

The designated representative of KDI for purposes of all notices and other official communications relating to this agreement, program related issues shall be Jerome Chou, Planning Director, 309 East 8<sup>th</sup> Street, Suite 205, Los Angeles, CA 90014; PHONE: (323) 989-7094; EMAIL: jerome@kounkuey.org

The designated representative of City of Fowler for purposes of all notices and other official communications relating to this agreement, program related issues shall be the City Manager.

**5. Payment Terms:** PHAdvocates, KDI and City of Fowler shall furnish at its own expense, all labor, materials, equipment and other items necessary to carry out the terms of this Agreement. Services to be under this Agreement are at NO COST to the City of Fowler.

**6. Termination:** This Agreement may be terminated by any party notifying the other parties, in writing, at least 10 days prior to the date of termination.

**7. Compliance with law:** All parties agree to comply with all relevant state and federal statutes and regulations.

**8. Assignment:** No party shall assign or delegate any part of this Agreement without the written consent of the other parties.

**9. Indemnification:** City of Fowler agrees to indemnify, defend, and hold harmless PHAdvocates, KDI, their directors, officers, members, employees, contractors and agents, and the funding agency (ies) supporting PHAdvocates and/or KDI from and against any and all claims, losses, damages, costs, expenses or other liability arising out of or connected with PHAdvocates or KDI's services under this agreement, including but not limited to any accident or injury to person or property. This provision shall not apply to the extent liability is caused by the negligence or willful misconduct of PHAdvocates or KDI.

**10. Severability:** If any provision of this agreement is held in conflict with law, the validity of the remaining provisions shall not be affected.

**11. Survival of obligations:** Expiration or termination of this agreement shall not extinguish any previously accrued rights or obligations of the parties.

**12. Governing Law:** The validity, construction, and effect of this agreement shall be governed by the laws of the United States of America and the State of California. Venue shall be Fresno County.

**13. Entire Agreement:** This is the entire agreement between the parties. It supersedes all prior oral or written agreements or understandings and it may be amended only in writing.

**For Public Health Advocates:**

By: \_\_\_\_\_

Harold Goldstein, Executive Director

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

**For Kounkuey Design Initiative:**

By: \_\_\_\_\_

Jerome Chou, Planning Director

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

**For City of Fowler:**

By: \_\_\_\_\_

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

RESOLUTION NO. 2418

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FOWLER AUTHORIZING THE CITY MANAGER TO EXECUTE AGREEMENTS WITH THE CALIFORNIA DEPARTMENT OF TAX AND FEE ADMINISTRATION FOR IMPLEMENTATION OF A LOCAL TRANSACTIONS AND USE TAX.**

WHEREAS, on November 6, 2018, the City Council approved Ordinance No. 2018-02 amending the City Municipal Code and providing for a local transactions and use tax; and

WHEREAS, the California Department of Tax and Fee Administration (Department) administers and collects the transactions and use taxes for all applicable jurisdictions within the state; and

WHEREAS, the Department will be responsible to administer and collect the transactions and use tax for the City; and

WHEREAS, the Department requires that the City enter into a "Preparatory Agreement" and an "Administration Agreement" prior to implementation of said taxes, and

Whereas, the Department requires that the City Council authorize the agreements;

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Fowler that the "Preparatory Agreement" attached as Exhibit A and the "Administrative Agreement" attached as Exhibit B are hereby approved and the City Manager is hereby authorized to execute each agreement.

\* \* \* \* \*

The foregoing resolution was introduced and adopted at a special meeting of the City Council of the City of Fowler held on January 15, 2019, by the following vote, to wit:

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

\_\_\_\_\_  
David Cardenas, Mayor

ATTEST:

\_\_\_\_\_  
Jeannie Davis, City Clerk

**AGREEMENT FOR PREPARATION TO ADMINISTER AND OPERATE  
CITY'S TRANSACTIONS AND USE TAX ORDINANCE**

In order to prepare to administer a transactions and use tax ordinance adopted in accordance with the provision of Part 1.6 (commencing with Section 7251) of Division 2 of the Revenue and Taxation Code, the City of Fowler, hereinafter called *City*, and the CALIFORNIA DEPARTMENT OF TAX AND FEE ADMINISTRATION, hereinafter called *Department*, do agree as follows:

1. The Department agrees to enter into work to prepare to administer and operate a transactions and use tax in conformity with Part 1.6 of Division 2 of the Revenue and Taxation Code which has been approved by a majority of the electors of the City and whose ordinance has been adopted by the City.

2. City agrees to pay to the Department at the times and in the amounts hereinafter specified all of the Department's costs for preparatory work necessary to administer the City's transactions and use tax ordinance. The Department's costs for preparatory work include costs of developing procedures, programming for data processing, developing and adopting appropriate regulations, designing and printing forms, developing instructions for the Department's staff and for taxpayers, and other appropriate and necessary preparatory costs to administer a transactions and use tax ordinance. These costs shall include both direct and indirect costs as specified in Section 11256 of the Government Code.

3. Preparatory costs may be accounted for in a manner which conforms to the internal accounting and personnel records currently maintained by the Department. The billings for costs may be presented in summary form. Detailed records of preparatory costs will be retained for audit and verification by the City.

4. Any dispute as to the amount of preparatory costs incurred by the Department shall be referred to the State Director of Finance for resolution, and the Director's decision shall be final.

5. Preparatory costs incurred by the Department shall be billed by the Department periodically, with the final billing within a reasonable time after the operative date of the ordinance. City shall pay to the Department the amount of such costs on or before the last day of the next succeeding month following the month when the billing is received.

6. The amount to be paid by City for the Department's preparatory costs shall not exceed one hundred seventy-five thousand dollars (\$175,000) (Revenue and Taxation Code Section 7272.)



7. Communications and notices may be sent by first class United States mail. Communications and notices to be sent to the Department shall be addressed to:

California Department of Tax and Fee Administration  
P.O. Box 942879 MIC: 27  
Sacramento, California 94279-0027

Attention: Supervisor  
Local Revenue Branch

Communications and notices to be sent to City shall be addressed to:

Jeannie Davis, City Manager  
City of Fowler  
128 S 5<sup>th</sup> St  
Fowler, CA 93625

Randy Uyeda, Finance Director  
City of Fowler  
128 S 5<sup>th</sup> St  
Fowler, CA 93625

8. The date of this agreement is the date on which it is approved by the Department of General Services. This agreement shall continue in effect until the preparatory work necessary to administer City's transactions and use tax ordinance has been completed and the Department has received all payments due from City under the terms of this agreement.

CITY OF FOWLER

CALIFORNIA DEPARTMENT OF TAX  
AND FEE ADMINISTRATION

By \_\_\_\_\_  
(Signature)

By \_\_\_\_\_  
Administrator

Jeannie Davis  
(Typed Name)

City Manager  
(Title)

**AGREEMENT FOR STATE ADMINISTRATION  
OF CITY TRANSACTIONS AND USE TAXES**

The City Council of the City of Fowler has adopted, and the voters of the City of Fowler (hereafter called "City" or "District") have approved by the required majority vote, the City of Fowler Transactions and Use Tax Ordinance (hereafter called "Ordinance"), a copy of which is attached hereto. To carry out the provisions of Part 1.6 of Division 2 of the Revenue and Taxation Code and the Ordinance, the California State Department of Tax and Fee Administration, (hereinafter called the "Department") and the City do agree as follows:

**ARTICLE I  
DEFINITIONS**

Unless the context requires otherwise, wherever the following terms appear in the Agreement, they shall be interpreted to mean the following:

1. "District taxes" shall mean the transactions and use taxes, penalties, and interest imposed under an ordinance specifically authorized by Revenue and Taxation code Section 7285.9, and in compliance with Part 1.6, Division 2 of the Revenue and Taxation Code.

2. "City Ordinance" shall mean the City's Transactions and Use Tax Ordinance referred to above and attached hereto, Ordinance No. 2018-02, as amended from time to time, or as deemed to be amended from time to time pursuant to Revenue and Taxation Code Section 7262.2.

**ARTICLE II  
ADMINISTRATION AND COLLECTION  
OF CITY TAXES**

**A. Administration.** The Department and City agree that the Department shall perform exclusively all functions incident to the administration and operation of the City Ordinance.

**B. Other Applicable Laws.** City agrees that all provisions of law applicable to the administration and operation of the Department Sales and Use Tax Law which are not inconsistent with Part 1.6 of Division 2 of the Revenue and Taxation Code shall be applicable to the administration and operation of the City Ordinance. City agrees that money collected pursuant to the City Ordinance may be deposited into the State Treasury to the credit of the Retail Sales Tax Fund and may be drawn from that Fund for any authorized purpose, including making refunds, compensating and reimbursing the Department pursuant to Article IV of this Agreement, and transmitting to City the amount to which City is entitled.

**C. Transmittal of money.**

1. For the period during which the tax is in effect, and except as otherwise provided herein, all district taxes collected under the provisions of the City Ordinance shall be transmitted to City periodically as promptly as feasible, but not less often than twice in each calendar quarter.

2. For periods subsequent to the expiration date of the tax whether by City's self-imposed limits or by final judgment of any court of the State of California holding that City's ordinance is invalid or void, all district taxes collected under the provisions of the City Ordinance shall be transmitted to City not less than once in each calendar quarter.

3. Transmittals may be made by mail or electronic funds transfer to an account of the City designated and authorized by the City. A statement shall be furnished at least quarterly indicating the amounts withheld pursuant to Article IV of this Agreement.

**D. Rules.** The Department shall prescribe and adopt such rules and regulations as in its judgment are necessary or desirable for the administration and operation of the City Ordinance and the distribution of the district taxes collected thereunder.

**E. Preference.** Unless the payor instructs otherwise, and except as otherwise provided in this Agreement, the Department shall give no preference in applying money received for state sales and use taxes, state-administered local sales and use taxes, and district transactions and use taxes owed by a taxpayer, but shall apply moneys collected to the satisfaction of the claims of the State, cities, counties, cities and counties, redevelopment agencies, other districts, and City as their interests appear.

**F. Security.** The Department agrees that any security which it hereafter requires to be furnished by taxpayers under the State Sales and Use Tax Law will be upon such terms that it also will be available for the payment of the claims of City for district taxes owing to it as its interest appears. The Department shall not be required to change the terms of any security now held by it, and City shall not participate in any security now held by the Department.

**G. Records of the Department.**

When requested by resolution of the legislative body of the City under section 7056 of the Revenue and Taxation Code, the Department agrees to permit authorized personnel of the City to examine the records of the Department, including the name, address, and account number of each seller holding a seller's permit with a registered business location in the City, pertaining to the ascertainment of transactions and use taxes collected for the City. Information obtained by the City from examination of the Department's records shall be used by the City only for purposes related to the collection of transactions and use taxes by the Department pursuant to this Agreement.

**H. Annexation.** City agrees that the Department shall not be required to give effect to an annexation, for the purpose of collecting, allocating, and distributing District transactions and use taxes, earlier than the first day of the calendar quarter which commences not less than two months after notice to the Department. The notice shall include the name of the county or counties annexed to the extended City boundary. In the event the City shall annex an area, the boundaries of which are not coterminous with a county or counties, the notice shall include a description of the area annexed and two maps of the City showing the area annexed and the location address of the property nearest to the extended City boundary on each side of every street or road crossing the boundary.

**ARTICLE III**  
**ALLOCATION OF TAX**

**A. Allocation.** In the administration of the Department's contracts with all districts that impose transactions and use taxes imposed under ordinances, which comply with Part 1.6 of Division 2 of the Revenue and Taxation Code:

1. Any payment not identified as being in payment of liability owing to a designated district or districts may be apportioned among the districts as their interest appear, or, in the discretion of the Department, to all districts with which the Department has contracted using ratios reflected by the distribution of district taxes collected from all taxpayers.

2. All district taxes collected as a result of determinations or billings made by the Department, and all amounts refunded or credited may be distributed or charged to the respective districts in the same ratio as the taxpayer's self-declared district taxes for the period for which the determination, billing, refund or credit applies.

**B. Vehicles, Vessels, and Aircraft.** For the purpose of allocating use tax with respect to vehicles, vessels, or aircraft, the address of the registered owner appearing on the application for registration or on the certificate of ownership may be used by the Department in determining the place of use.

#### **ARTICLE IV COMPENSATION**

The City agrees to pay to the Department as the State's cost of administering the City Ordinance such amount as is provided for by law. Such amounts shall be deducted from the taxes collected by the Department for the City.

#### **ARTICLE V MISCELLANEOUS PROVISIONS**

**A. Communications.** Communications and notices may be sent by first class United States mail to the addresses listed below, or to such other addresses as the parties may from time to time designate. A notification is complete when deposited in the mail.

Communications and notices to be sent to the Department shall be addressed to:

California State Department of Tax and Fee Administration  
P.O. Box 942879  
Sacramento, California 94279-0027

Attention: Administrator  
Local Revenue Branch

Communications and notices to be sent to the City shall be addressed to:

Jeannie Davis, City Manager  
City of Fowler  
128 S 5<sup>th</sup> St  
Fowler, CA 93625

Randy Uyeda, Finance Director  
City of Fowler  
128 S 5<sup>th</sup> St  
Fowler, CA 93625

**Unless otherwise directed, transmittals of payment of District transactions and use taxes will be sent to the address above.**

**B. Term.** The date of this Agreement is the date on which it is approved by the Department of General Services. The Agreement shall take effect on April 1, 2019. This Agreement shall continue until December 31 next following the expiration date of the City Ordinance, and shall thereafter be renewed automatically from year to year until the Department completes all work necessary to the administration of the City Ordinance and has received and disbursed all payments due under that Ordinance.

**C. Notice of Repeal of Ordinance.** City shall give the Department written notice of the repeal of the City Ordinance not less than 110 days prior to the operative date of the repeal.

**ARTICLE VI**  
ADMINISTRATION OF TAXES IF THE  
ORDINANCE IS CHALLENGED AS BEING INVALID

**A. Impoundment of funds.**

1. When a legal action is begun challenging the validity of the imposition of the tax, the City shall deposit in an interest-bearing escrow account, any proceeds transmitted to it under Article II. C., until a court of competent jurisdiction renders a final and non-appealable judgment that the tax is valid.

2. If the tax is determined to be unconstitutional or otherwise invalid, the City shall transmit to the Department the moneys retained in escrow, including any accumulated interest, within ten days of the judgment of the trial court in the litigation awarding costs and fees becoming final and non-appealable.

**B. Costs of administration.** Should a final judgment be entered in any court of the State of California, holding that City's Ordinance is invalid or void, and requiring a rebate or refund to taxpayers of any taxes collected under the terms of this Agreement, the parties mutually agree that:

1. Department may retain all payments made by City to Department to prepare to administer the City Ordinance.

2. City will pay to Department and allow Department to retain Department's cost of administering the City Ordinance in the amounts set forth in Article IV of this Agreement.

3. City will pay to Department or to the State of California the amount of any taxes plus interest and penalties, if any, that Department or the State of California may be required to rebate or refund to taxpayers.

4. City will pay to Department its costs for rebating or refunding such taxes, interest, or penalties. Department's costs shall include its additional cost for developing procedures for processing the rebates or refunds, its costs of actually making these refunds, designing and printing forms, and developing instructions for Department's staff for use in making these rebates or refunds and any other costs incurred by Department which are reasonably appropriate or necessary to make those rebates or refunds. These costs shall include Department's direct and indirect costs as specified by Section 11256 of the Government Code.

5. Costs may be accounted for in a manner, which conforms to the internal accounting, and personnel records currently maintained by the Department. The billings for such costs may be presented in summary form. Detailed records will be retained for audit and verification by City.

6. Any dispute as to the amount of costs incurred by Department in refunding taxes shall be referred to the State Director of Finance for resolution and the Director's decision shall be final.

7. Costs incurred by Department in connection with such refunds shall be billed by Department on or before the 25th day of the second month following the month in which the judgment of a court of the State of California holding City's Ordinance invalid or void becomes final. Thereafter Department shall bill City on or before the 25th of each month for all costs incurred by Department for the preceding calendar month. City shall pay to Department the amount of such costs on or before the last day of the succeeding month and shall pay to Department the total amount of taxes, interest, and penalties refunded or paid to taxpayers, together with Department costs incurred in making those refunds.

CITY OF FOWLER CALIFORNIA STATE DEPARTMENT OF  
TAX AND FEE ADMINISTRATION

By \_\_\_\_\_  
(Signature)

By \_\_\_\_\_  
Administrator

Jeannie Davis  
(Typed Name)

City Manager  
(Title)



**RESOLUTION NO. 2419****A Resolution Authorizing the Examination of Transactions (Sales) and Use Tax Records**

**WHEREAS**, pursuant to Ordinance No. 2018-02 of City of Fowler hereinafter called District and Section 7270 of the Revenue and Taxation Code, the District entered into a contract with the California Department of Tax and Fee Administration (CDTFA) to perform all functions incident to the administration and operation of the Transactions and Use Tax Ordinance; and

**WHEREAS**, the District deems it desirable and necessary for authorized representatives of the District to examine confidential transactions and use tax records of the California Department of Tax and Fee Administration pertaining to transactions and use taxes collected by the Board for the District pursuant to that contract; and

**WHEREAS**, Section 7056 of the Revenue and Taxation Code sets forth certain requirements and conditions for the disclosure of California Department of Tax and Fee Administration records and establishes criminal penalties for the unlawful disclosure of information contained in or derived from, the transactions and use tax records of the Board;

**NOW, THEREFORE IT IS RESOLVED AND ORDERED AS FOLLOWS:**

**Section 1.** That the City Manager and/or Finance Director or other officer or employee of the District designated in writing by the City Manager to the California Dept of Tax and Fee Administration (hereafter referred to as the CDTFA) is hereby appointed to represent the District with authority to examine transactions and use tax records of the CDTFA pertaining to transactions and use taxes collected for the District by the CDTFA pursuant to the contract between the District and the CDTFA. The information obtained by examination of CDTFA records shall be used only for purposes related to the collection of the District's transactions and use taxes by the CDTFA pursuant to the contract.

**\*Section 2.** That the City Manager and/or Finance Director or other officer or employee of the District designated in writing by the City Manager to the California Dept of Tax and Fee Administration is hereby appointed to represent the District with authority to examine those transactions and use tax records of the Board for purposes related to the following governmental functions of the District:

- a) For Municipal Finance and Accounting Purposes

The information obtained by examination of Board records shall be used only for those governmental functions of the District listed above.

**\*Section 3.** That HdL Companies is hereby designated to examine the transactions and use tax records of the California Department of Tax and Fee Administration pertaining to transactions and use taxes collected for the District by the Board. The person or entity designated by this section meets all of the following conditions:

- a) has an existing contract with the District to examine those transactions and use tax records;
- b) is required by that contract to disclose information contained in, or derived from those transactions and use tax records only to the officer or employee authorized under Section 1 (or Section 2) of this resolution to examine the information;
- c) is prohibited by that contract from performing consulting services for a retailer during the term of that contract;
- d) is prohibited by that contract from retaining the information contained in, or derived from those transactions and use tax records after that contract has expired.

**BE IT FURTHER RESOLVED** that the information obtained by examination of Board records shall be used only for purposes related to the collection of District's transactions and use taxes by the Board pursuant to the contracts between the District and Board.

**\*Section 4.** That this resolution supersedes all prior transactions and use tax resolutions of the City of Fowler adopted pursuant to subdivision (b) of Revenue and Taxation Section 7056.

\* Include in resolution only if applicable.

Introduced, approved and adopted this 15<sup>th</sup> day of January, 2019.

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

\_\_\_\_\_  
David Cardenas, Mayor

\_\_\_\_\_  
Jeannie Davis, City Clerk

## **AGREEMENT FOR TRANSACTIONS TAX AUDIT & INFORMATION SERVICES**

This Agreement is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2018 by and between the CITY OF FOWLER, hereinafter referred to as "CITY" and HINDERLITER, DE LLAMAS AND ASSOCIATES a California Corporation, hereinafter referred to as "CONTRACTOR".

### **I. RECITALS**

WHEREAS, transactions tax revenues can be increased through a system of continuous monitoring, identification and correction of allocation errors and reporting deficiencies, and

WHEREAS, an effective program of transactions and use tax management can provide for more accurate budget forecasting and financial planning; and

WHEREAS, CITY desires the combination of data entry, report preparation, and data analysis necessary to effectively manage its Measure "N" transactions and use tax base the recovery of revenues either unreported or erroneously allocated to other jurisdictions; and

WHEREAS, CONTRACTOR has the programs, equipment and personnel required to deliver the transactions and use tax related services referenced herein;

THEREFORE, CITY and CONTRACTOR, for the consideration hereinafter described, mutually agree as follows:

## II. SERVICES

The CONTRACTOR shall perform the following services:

### A. DEFICIENCY/ALLOCATION REVIEWS AND RECOVERY

1. CONTRACTOR shall conduct on-going reviews to identify and correct unreported transactions and use tax payments and distribution errors thereby generating previously unrealized revenue for the CITY. Said reviews shall include:
  - (i) Comparison of county-wide local tax allocations to transactions tax for brick and mortar stores and other cash register-based businesses, where clearly all transactions are conducted on-site within the Measure "N" CITY boundaries, and therefore subject to transactions tax.
  - (ii) Review of any significant one-time use tax allocations to ensure that there is corresponding transaction tax payments for taxpayers with nexus within the CITY boundaries.
  - (iii) Review of state-wide transactions tax allocations and patterns to identify any obvious errors and omissions.
  - (iv) Identification and follow-up with any potentially large purchasers of supplies and equipment (e.g. hospitals, universities, manufacturing plants, agricultural operations, refineries) to ensure that their major vendors are properly reporting corresponding transactions tax payments to the Measure "N" Transactions Tax District.
2. CONTRACTOR will initiate, where the probability of an error exists, contacts with the appropriate taxpayer management and accounting officials to verify

whether current tax receipts accurately reflect the local sales activity. Such contacts will be conducted in a professional and courteous manner so as to enhance CITY's relations with the business community.

3. CONTRACTOR shall prepare and submit to the Department of Tax and Fee Administration all information necessary to correct any allocation errors and deficiencies that are identified, and shall follow-up with the individual businesses and the California Department of Tax and Fee Administration to ensure that all back quarter payments due the CITY are recovered.

#### B. DATA BASE MANAGEMENT, REPORTS AND STAFF SUPPORT

1. CONTRACTOR shall establish a database containing all applicable Department of Tax and Fee Administration (CDTFA) registration data for each business within the Measure "N" District boundaries holding a seller's permit account. Said database shall also identify the quarterly transactions and use tax allocations under each account for the most current and previous quarters where available.
2. CONTRACTOR shall provide updated reports each quarter identifying changes in allocation totals by individual businesses, business groups and by categories. Quarterly aberrations due to State audits, fund transfers, and receivables, along with late or double payments, will also be identified. Quarterly reconciliation worksheets to assist finance officer with budget forecasting will be included.
3. CONTRACTOR shall advise and work with CITY Staff on planning and economic questions related to maximizing revenues, preparation of revenue projections and general information on sales, transactions and use tax questions.

4. CONTRACTOR shall make available to CITY the HdL proprietary software program and Measure "N" database containing all applicable registration and quarterly allocation information for CITY business outlets registered with the Department of Tax and Fee Administration. The database will be updated quarterly.

### **III. CONFIDENTIALITY**

Section 7056 of the State of California Revenue and Taxation code specifically limits the disclosure of confidential taxpayer information contained in the records of the California Department of Tax and Fee Administration. This section specifies the conditions under which CITY may authorize persons other than CITY officers and employees to examine State Sales, Use and Transactions Tax records.

The following conditions specified in Section 7056 (b), (1) of the State of California Revenue and Taxation Code are hereby made part of this agreement.

- A. CONTRACTOR is authorized by this Agreement to examine sales, use or transactions and use tax records of the Department of Tax and Fee Administration provided to CITY pursuant to contract under the conditions established by the California Revenue and Taxation law.
- B. CONTRACTOR is required to disclose information contained in, or derived from, those sales, use or transactions and use tax records only to an officer or employee of the CITY who is authorized by resolution to examine the information.

- C. CONTRACTOR is prohibited from performing consulting services for a retailer, as defined in California Revenue & Taxation Code Section 6015, during the term of this Agreement.
  
- D. CONTRACTOR is prohibited from retaining the information contained in, or derived from those sales or transactions and use tax records, after this Agreement has expired. Information obtained by examination of Department of Tax and Fee Administration records shall be used only for purposes related to collection of local sales and use tax or for other governmental functions of the CITY as set forth by resolution adopted pursuant to Section 7056 (b) of the Revenue and Taxation Code. The resolution shall designate the CONTRACTOR as a person, authorized to examine sales and use tax records and certify that this Agreement meets the requirements set forth above and in Section 7056 (b), (1) of the Revenue and Taxation Code.

#### **IV. CONSIDERATION**

- A. CONTRACTOR shall be paid \$100 monthly billed quarterly for the transaction district tax reports that we include with the quarterly sales tax analyses. CONTRACTOR shall be paid 25% of the initial amount of new transactions or use tax revenue received by the CITY as a result of audit and recovery work performed by CONTRACTOR (hereafter referred to as "audit fees"). New revenue shall not include any amounts determined and verified by CITY or CONTRACTOR to be increment attributable to causes other than CONTRACTOR'S work pursuant to this agreement. In the event that CONTRACTOR is responsible for an increase in the tax reported by businesses already properly making tax payments to the CITY, it shall be CONTRACTOR'S responsibility to separate and support the incremental amount attributable to its efforts prior to the application of the audit fee. Said audit

fees will apply to state fund transfers received for those specific quarters identified as being missing and/or deficient following completion of the audit by CONTRACTOR and confirmation of corrections by the California Department of Tax and Fee Administration but shall not apply prospectively to any future quarter. CONTRACTOR shall provide CITY with an itemized quarterly invoice showing all formula calculations and amounts due for audit fees.

CONTRACTOR shall obtain prior approval from CITY for each specific business for which payment of audit fees will be expected. Said approval shall be deemed given when the City Manager or his/her designated representative, signs a Work Authorization form, a copy of which is attached as "Exhibit A." CITY shall pay audit fees upon CONTRACTOR'S submittal of evidence of State fund transfers and payments to CITY from businesses identified in the audit and approved by the CITY.

- B. Above sum shall constitute full reimbursement to CONTRACTOR for all direct and indirect expenses incurred by CONTRACTOR in performing audits including the salaries of CONTRACTOR'S employees, and travel expenses connected with contacting local and out-of-state businesses and the Department of Tax and Fee Administration Staff.
  
- C. Extra work beyond the Scope of Services set forth in this agreement shall not be performed by CONTRACTOR or reimbursed or paid for by CITY unless such extra work is specifically authorized in writing by City Manager or his/her designated representative. CONTRACTOR shall be compensated for any additional services in the amounts and in the manner as agreed to by the CITY and CONTRACTOR at the time the CITY's written authorization is given to CONTRACTOR for the performance of said services.



- D. Any invoices not paid in accordance with the Thirty (30) day payment terms, shall accrue monthly interest at a rate equivalent to ten percent (10%) per annum until paid.
- E. CONTRACTOR unilaterally retains the right to divide any recovery bills in excess of \$25,000 over a one (1) year period (Four (4) quarterly billings).
- F. CONTRACTOR shall provide CITY with an itemized quarterly invoice showing all formula calculations and amounts due for the audit fee (including, without limitation, a detailed listing of any corrected misallocations), which shall be paid by CITY no later than 30 days following the invoice date.

**VI. CITY MATERIALS AND SUPPORT**

CITY shall adopt a resolution in a form acceptable to the California Department of Tax and Fee Administration and in compliance with Section 7056 of the Revenue and Taxation Code, authorizing CONTRACTOR to examine the confidential sales, use, and transactions tax records of CITY. CITY further agrees to continue CONTRACTOR'S authorization to examine the confidential records of the CITY by maintaining CITY's name on the CITY Resolution until such time as all audit adjustments have been completed by the California Department of Tax and Fee Administration and audit fees due the CONTRACTOR have been paid.

**VII. LICENSE, PERMITS, FEES AND ASSESMENTS**

CONTRACTOR shall obtain such licenses, permits and approvals (collectively the "Permits") as may be required by law for the performance of the services required by

this Agreement. CITY shall assist CONTRACTOR in obtaining such Permits, and CITY shall absorb all fees, assessments and taxes which are necessary for any Permits required to be issued by CITY.

#### **VIII. TERMINATION**

This Agreement may be terminated for convenience by either party by giving 30 days written notice to the other of such termination and specifying the effective date thereof. Upon the presentation of such notice, CONTRACTOR shall continue to work through the date of termination. Upon termination as provided herein, CONTRACTOR shall be paid the value of all tax analysis and reporting work performed less payments previously made by CITY. In ascertaining the value of the work performed up to the date of termination, consideration shall be given to amounts due for any unpaid invoices, and to businesses identified by CONTRACTOR which make tax payments after termination of this Agreement as a result of CONTRACTOR'S work. After CITY receives said tax payments for such businesses, CONTRACTOR shall be paid the audit fees resulting from tax payments made by the business for back quarter reallocations. Compensation for any audit work previously authorized and satisfactorily performed shall be made at the times provided in the preceding section entitled "Consideration."

All documents, data, surveys and reports prepared by CONTRACTOR pursuant to this Agreement shall be considered the property of the CITY and upon payment for services performed by CONTRACTOR, such documents and other identified materials shall be delivered to CITY by CONTRACTOR.

#### **IX. INDEPENDENT CONTRACTOR**

CONTRACTOR shall perform the services hereunder as an independent contractor and shall furnish such services in his own manner and method, and under no circumstances

or conditions shall any agent, servant, or employee of CONTRACTOR be considered as an employee of CITY.

#### **X. COOPERATIVE AGREEMENT**

It is intended any other public agency (e.g., city, county, district, public authority, public agency, municipality, or other political subdivision of California) located in the state of California shall have an option to procure identical services as set forth in this Agreement. The CITY of Fowler shall incur no responsibility, financial or otherwise, in connection with orders for services issued by another public agency. The participating public agency shall accept sole responsibility for securing services or making payments to the vendor.

#### **XI. NON-ASSIGNMENT**

This Agreement is not assignable either in whole or in part by CONTRACTOR without the written consent of CITY.

#### **XII. ATTORNEY'S FEES**

In the event a legal action is commenced to enforce any of the provisions of this Agreement, the prevailing party shall be entitled to recover its costs and reasonable attorney's fees.

#### **XIII. GOVERNING LAW**

The laws of the State of California shall govern the rights, obligations, duties and liabilities of the parties to this Agreement and shall also govern the interpretation of this Agreement.

#### **XIV. INDEMNIFICATION**

With respect to losses, claims, liens, demands and causes of action arising out of the CITY's use of the results of CONTRACTOR's services as provided to the City pursuant to this Agreement, CONTRACTOR hereby agrees to protect, defend, indemnify, and hold the CITY free and harmless from any and all losses, claims, liens, demands, and causes of action of every kind and character including, but not limited to, the amounts of judgments , penalties, interest, court costs, legal fees, and all other expenses incurred by the CITY arising in favor of any party, including claims, liens, debts, personal injuries, death, or damages to property (including employees or property of the CITY).

Except for losses, claims, liens, demands and causes of action arising out of the CITY's use of the results of CONTRACTOR's services as provided to the City pursuant to this Agreement, the CITY hereby agrees to protect, defend, indemnify, and hold CONTRACTOR free and harmless from any and all losses, claims, liens, demands, and causes of action of every kind and character arising from CONTRACTOR's performance or lack of performance under this Agreement including, but not limited to, the amounts of judgments , penalties, interest, court costs, legal fees, and all other expenses incurred by CONTRACTOR arising in favor of any party, including claims, liens, debts, personal injuries, death, or damages to property (including employees or property of the CONTRACTOR).

Each party to this Agreement agrees to investigate, handle, respond to, provide defense for, and defend at its sole expense any such claims, demand, or suit for which it has agreed to indemnify the other party pursuant to this paragraph. Each party also agrees to bear all other costs and expenses related to its indemnity obligation, even if the claim or claims alleged are groundless, false, or fraudulent. This provision is not intended to create any cause of action in favor of any third party against CONTRACTOR or the

CITY or to enlarge in any way the liability of CONTRACTOR or the CITY but is intended solely to provide for indemnification of each party from liability for damages or injuries to third persons or property arising from this contract or agreement on the terms set forth in this paragraph.

**XV. NOTICE**

All notices sent by a party under this Agreement shall be in writing and shall be deemed properly delivered to the other party as of the date of receipt, if received on a business day prior to 3:00 PM local time, or otherwise on the next business day after receipt, provided delivery occurs personally, by courier service, or by U.S. mail to the other party at its address set forth below, or to such other address as either party may, by written notice, designate to the other party. Notices to CONTRACTOR shall be sent to HINDERLITER, de LLAMAS and ASSOCIATES, 120 S State College Blvd., Suite 200, Brea, CA 92821; and notices to CITY shall be sent to CITY OF FOWLER, 128 South 5<sup>th</sup> Street, Fowler, CA 93625.

**XVI. ENTIRE AGREEMENT; ETC.**

This Agreement expresses the full and complete understanding of the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous proposals, agreements, representations and understandings, whether written or oral, with respect to the subject matter. This Agreement may not be amended or modified except in writing signed by each of the parties hereto. This Agreement shall be construed as to its fair meaning and not strictly for or against either party. The headings hereof are descriptive only and not to be construed in interpreting the provisions hereof.

**XVII. COUNTERPARTS; AUTHORITY TO SIGN**

This Agreement may be executed in any number of counterparts, each of which will constitute an original and all of which, when taken together, will constitute one agreement. Any signature pages of this Agreement transmitted by facsimile or sent by email in portable document format (PDF) will have the same legal effect as an original executed signature page. Each of the persons signing on behalf of a party hereto represents that he or she has the right and power to execute this Agreement on such party's behalf.

(SIGNATURES ON FOLLOWING PAGE)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the date first above written by their respective officers duly authorized in that behalf.

CITY: CITY OF FOWLER

---

City Manager

CONTRACTOR:  
HINDERLITER, DE LLAMAS & ASSOCIATES  
A California Corporation

---

Andrew Nickerson, President

APPROVED AS TO FORM:  
CITY COUNSEL:

---

---

EXHIBIT A

Transactions Tax Audit

Work Authorization No. \_\_\_\_\_

The following business or businesses, located in the City of Fowler, have been identified as having the potential to generating additional tax revenues to the City of Fowler. Contractor is hereby authorized to contact the given business(s) and the California Department of Tax and Fee Administration to verify the accuracy of the current reporting methodology and obtain the necessary documentation for the Department of Tax and Fee Administration, to bill for uncollected transactions and use tax payments or modify misallocated payments and to return revenues that may be due to the District.

Contractor's compensation shall be \$100 monthly billed quarterly and 25% of the new transactions tax revenue received by the District as a result of audit and recovery work performed by Contractor, as set forth in the Agreement between Contractor and City.

CITY: CITY OF FOWLER

By: \_\_\_\_\_

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

HINDERLITER, DE LLAMAS AND ASSOCIATES

By: \_\_\_\_\_

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



---

---

STAFF REPORT

---

---

**TO:** MAYOR & CITY COUNCIL  
**FROM:** DAVID PETERS, CITY ENGINEER  
**SUBJECT:** 2019 DEVELOPMENT AND PLANNING FEES  
**DATE:** JANUARY 9, 2019  
**CC:** JEANNIE DAVIS, CITY MANAGER

---

REQUESTED ACTION:

Adopt Resolution 2019-2420 approving development and planning fees for calendar year 2019.

DISCUSSION / RECOMMENDATION:

The Municipal Code allows for development and planning fees to be increased annually based on the Engineering News Record (ENR) Construction Cost Index. The ENR construction cost index for 2019 is 2.3%. Staff has developed proposed development and planning fees for 2018, increasing the 2018 fees by 2.3% to accommodate increased costs in processing and mitigating impacts generated by proposed development projects.

**RESOLUTION NO. 2420**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FOWLER APPROVING DEVELOPMENT AND PLANNING FEES FOR 2019**

**WHEREAS**, pursuant to Government Code Sections 66000 and 66014 et seq. the City is authorized to impose development impact and planning fees on new development projects; and

**WHEREAS**, pursuant to Ordinance No. 2000-06 and Resolution No. 1805 (adopted by the City Council on July 18, 2000), Ordinance No. 2002-09 and Resolution No. 1895 (adopted by the City Council on December 2, 2002), and Ordinance No. 2206 (adopted by the City Council on October 19, 2010), and the City adopted development impact after finding a reasonable relationship between each fees use and the type of development project on which the fee is imposed and as to how there is a reasonable relationship between the need for the public facility and the type of development project on which the fee is imposed; and

**WHEREAS**, the development impact fee ordinances, as reflected in Section 3-8.06 of the Fowler Municipal Code, allow for an annual inflationary adjustment in the development impact fees to reflect increases in construction costs. The measure used is the National Average Construction Cost Index according to the Engineer News Record; and

**WHEREAS**, Resolution No. 2206 allows for the Planning Fees to be increased at the same rate as the Development Impact Fees annually; and

**WHEREAS**, such inflationary adjustments do not increase the basis of the development impact or planning fees and are therefore not considered increases in development impact or planning fees pursuant to Government Code section 66001; and

**WHEREAS**, the inflationary index for 2019 is 2.3%; and

**WHEREAS**, the rates set forth in **Exhibit A** and **Exhibit B** reflect a 2.3% inflationary adjustment.

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

1. Approve the rates, fees and charges set forth in **Exhibit A** as the development impact fees and in **Exhibit B** for the planning fees for the City of Fowler effective January 1, 2019.

**PASSED AND ADOPTED** by the City Council of the City of Fowler at a regular meeting held on the 15th day of January 2019 by the following vote:

AYES:  
NOES:  
ABSTAIN:  
ABSENT:

ATTEST

---

Mayor David Cardenas  
City of Fowler

---

City Clerk, Jeannie Davis

**Exhibit A  
City of Fowler  
Development Fees  
2019**

Fee Category	2018 Fees Dollars	2019 Fee Increase Percent	2019 New Fees Dollars	Units
<b>City Management and General Services</b>				
Low Density	\$258.11	2.3%	\$264.05	Dollars Per Equivalent Unit
Medium Density	\$198.00	2.3%	\$202.55	Dollars Per Equivalent Unit
High Density	\$198.00	2.3%	\$202.55	Dollars Per Equivalent Unit
Commercial	\$258.11	2.3%	\$264.05	Dollars Per Equivalent Unit
Industrial	\$258.11	2.3%	\$264.05	Dollars Per Equivalent Unit
Institution & Parks	\$258.11	2.3%	\$264.05	Dollars Per Equivalent Unit
<b>Law Enforcement</b>				
Low Density	\$829.19	2.3%	\$848.26	Dollars Per Equivalent Unit
Medium Density	\$638.26	2.3%	\$652.94	Dollars Per Equivalent Unit
High Density	\$638.26	2.3%	\$652.94	Dollars Per Equivalent Unit
Commercial	\$829.19	2.3%	\$848.26	Dollars Per Equivalent Unit
Industrial	\$829.19	2.3%	\$848.26	Dollars Per Equivalent Unit
Institution & Parks	\$829.19	2.3%	\$848.26	Dollars Per Equivalent Unit
<b>Fire Protection</b>				
Low Density	\$1,068.01	2.3%	\$1,092.57	Dollars Per Equivalent Unit
Medium Density	\$822.10	2.3%	\$841.01	Dollars Per Equivalent Unit
High Density	\$822.10	2.3%	\$841.01	Dollars Per Equivalent Unit
Commercial	\$1,068.01	2.3%	\$1,092.57	Dollars Per Equivalent Unit
Industrial	\$1,068.01	2.3%	\$1,092.57	Dollars Per Equivalent Unit
Institution & Parks	\$1,068.01	2.3%	\$1,092.57	Dollars Per Equivalent Unit
<b>Storm Drainage</b>				
Low Density	\$4,773.59	2.3%	\$4,883.38	Dollars Per Acre
Medium Density	\$4,950.38	2.3%	\$5,064.24	Dollars Per Acre
High Density	\$6,364.78	2.3%	\$6,511.17	Dollars Per Acre
Commercial	\$7,602.35	2.3%	\$7,777.20	Dollars Per Acre
Industrial	\$8,309.56	2.3%	\$8,500.68	Dollars Per Acre
Institution & Parks	\$3,889.58	2.3%	\$3,979.04	Dollars Per Acre
Golf Course	\$2,828.79	2.3%	\$2,893.85	Dollars Per Acre
<b>Water Supply</b>				
Low Density	\$2,563.60	2.3%	\$2,622.56	Dollars Per Equivalent Unit
Medium Density	\$2,556.74	2.3%	\$2,615.55	Dollars Per Equivalent Unit
High Density	\$2,563.60	2.3%	\$2,622.56	Dollars Per Equivalent Unit
Commercial	\$2,563.60	2.3%	\$2,622.56	Dollars Per Equivalent Unit
Industrial	\$2,563.60	2.3%	\$2,622.56	Dollars Per Equivalent Unit
Institution & Parks	\$2,563.60	2.3%	\$2,622.56	Dollars Per Equivalent Unit
<b>Recreational Facilities</b>				
Low Density	\$2,945.48	2.3%	\$3,013.23	Dollars Per Equivalent Unit
Medium Density	\$2,277.18	2.3%	\$2,329.56	Dollars Per Equivalent Unit
High Density	\$2,277.18	2.3%	\$2,329.56	Dollars Per Equivalent Unit
<b>Water Connection Charges</b>				
Residential	\$707.21	2.3%	\$723.48	Dollars Per Equivalent Unit
Multi-Family	\$187.39	2.3%	\$191.70	Dollars Per Equivalent Unit
Commercial / Industrial	\$0.83	2.3%	\$0.85	Dollars Per Square Foot
<b>Miscellaneous Charges</b>				
Residential Water Meter	\$498.83	2.3%	\$510.30	Dollars Per Equivalent Unit* (as of 8/29/02)
Construction Water	\$53.05	2.3%	\$54.27	Dollars Per Equivalent Unit
<b>Wastewater Interceptor Sewer and Pump Stations</b>				
Low Density	\$2,849.28	2.3%	\$2,914.81	Dollars Per Equivalent Unit
Medium Density	\$2,849.28	2.3%	\$2,914.81	Dollars Per Equivalent Unit
High Density	\$2,849.28	2.3%	\$2,914.81	Dollars Per Equivalent Unit
Commercial	\$2,849.28	2.3%	\$2,914.81	Dollars Per Equivalent Unit
Industrial	\$2,849.28	2.3%	\$2,914.81	Dollars Per Equivalent Unit
Public Facilities / Institutions	\$2,849.28	2.3%	\$2,914.81	Dollars Per Equivalent Unit

**Exhibit B**  
**Planning Fee Schedule 2019**

Type of Application	2018 Fee	2019 Increase %	2019 Fee	Notes
Abandoned Residential Property Registration	\$275.28	2.3%	\$281.61	
Abandonment of Right-of-Way	\$2,202.22	2.3%	\$2,252.87	
Administrative Review	\$812.62	2.3%	\$831.31	See Notes 1, 2
Administrative Review - Sidewalk Displays	\$137.64	2.3%	\$140.81	
Annexation / Pre-zone (0-6 acres)	\$5,753.31	2.3%	\$5,885.64	See Notes 1, 2
Annexation / Pre-zone (6 plus acres)	\$8,431.21	2.3%	\$8,625.13	See Notes 1, 2
Annexation Extension	\$550.56	2.3%	\$563.22	
Appeal to the City Council	\$28.62	2.3%	\$29.28	
Appeal to the Planning Commission	\$139.84	2.3%	\$143.06	
Building Demolition Permit	\$447.05	2.3%	\$457.33	
Building Moving Permit	\$523.03	2.3%	\$535.06	
Deferral Agreement	\$727.30	2.3%	\$744.03	
Density Bonus Request	\$519.50	2.3%	\$531.45	See Notes 1, 2
Finding of EIR Conformity	\$1,558.50	2.3%	\$1,594.35	See Note 3
Health and Safety Inspection	\$93.51	2.3%	\$95.66	
In Lieu Parking Fee (at least 75% of parking requirement must be met, per space)	\$4,675.50	2.3%	\$4,783.04	
Out of Area Service Agreement	\$1,039.00	2.3%	\$1,062.90	See Notes 1, 2
Temporary Sign/Banner	\$31.17	2.3%	\$31.89	
Water Well Demolition	\$431.19	2.3%	\$441.11	
<b>Conditional Use Permit</b>				
Conditional Use Permit	\$1,962.18	2.3%	\$2,007.31	See Notes 1, 2
Conditional Use Permit - Amendment	\$2,032.65	2.3%	\$2,079.40	See Notes 1, 2
Conditional Use Permit - Extension	\$970.08	2.3%	\$992.39	
Conditional Use Permit - Major (greater than 1 acre site)	\$1,927.35	2.3%	\$1,971.68	See Notes 1, 2
Conditional Use Permit - Minor (less than 1 acre site/or use within structure)	\$966.27	2.3%	\$988.49	See Notes 1, 2
Temporary Use Permit	\$148.65	2.3%	\$152.07	
Development Agreement	\$4,404.45	2.3%	\$4,505.75	See Notes 1, 2
Development Agreement - Amendment	\$1,376.39	2.3%	\$1,408.05	
<b>Environmental Review</b>				
Categorical Exemption	\$406.31	2.3%	\$415.66	
Environmental Review - Negative Declaration	\$5,064.01	2.3%	\$5,180.48	See Notes 1, 2, 3
Environmental Review - Mitigated Negative Declaration	\$6,329.19	2.3%	\$6,474.76	See Notes 1, 2, 3
Environmental Review - EIR	\$11,474.68	2.3%	\$11,738.60	See Notes 1, 2, 3
Environmental Notice of Determination - Negative Declaration	-----	-----	-----	See Note 4
Environmental Notice of Determination - EIR	-----	-----	-----	See Note 4
<b>General Plan Amendment</b>				
Major (greater than 5 acre sites)	\$4,207.95	2.3%	\$4,304.73	See Notes 1, 2
Minor (5 acre or less sites)	\$2,103.98	2.3%	\$2,152.37	See Notes 1, 2
<b>General Plan Amendment with Concurrent Rezoning</b>				
Major (greater than 5 acre sites)	\$6,234.00	2.3%	\$6,377.38	See Notes 1, 2
Minor (5 acre or less sites)	\$3,117.00	2.3%	\$3,188.69	See Notes 1, 2
Garage Sale Permit (after 2 sales)	\$28.62	2.3%	\$29.28	
Home Occupation Permit	\$41.56	2.3%	\$42.52	

<b>Land Division Applications</b>				
Lot Line Adjustment	\$1,619.74	2.3%	\$1,656.99	See Notes 1, 2
Tentative Parcel Map	\$4,256.90	2.3%	\$4,354.81	See Notes 1, 2
Final Parcel Map	\$3,964.00	2.3%	\$4,055.17	See Notes 1, 2
Revised Parcel Map	\$1,603.22	2.3%	\$1,640.09	See Notes 1, 2
Tentative Subdivision Map - Small (5-10 lots)	\$8,518.20	2.3%	\$8,714.12	See Notes 1, 2
Tentative Subdivision Map - Greater than 10 lots	\$10,133.53	2.3%	\$10,366.60	See Notes 1, 2
Final Subdivision Map - Small (5-10 lots)	\$2,828.75	2.3%	\$2,893.81	
Final Subdivision Map - Greater than 10 lots	\$4,361.50	2.3%	\$4,461.81	
Revised Tentative Subdivision Map	\$5,800.65	2.3%	\$5,934.06	See Notes 1, 2
Tentative Tract Map Extension	\$970.08	2.3%	\$992.39	
Landscaping / Conservation Review - Residential	\$580.28	2.3%	\$593.63	
Landscaping / Conservation Review - Commercial	\$1,190.30	2.3%	\$1,217.68	
Manufactured Housing Permit	\$395.30	2.3%	\$404.39	
Sign Review	\$116.72	2.3%	\$119.40	
Site Plan Review				
Major (greater than 1 acre sites)	\$2,306.58	2.3%	\$2,359.63	See Notes 1, 2
Minor (1 acre or less sites)	\$1,153.29	2.3%	\$1,179.82	See Notes 1, 2
Preliminary Map/Site Plan Review (after 1 review)	\$750.00		\$750.00	
<b>Variance</b>				
Major (commercial, industrial, multifamily)	\$1,600.06	2.3%	\$1,636.86	See Notes 1, 2
Minor (single family residential)	\$800.03	2.3%	\$818.43	See Notes 1, 2
Minor Deviation	\$115.62	2.3%	\$118.28	
<b>Zoning</b>				
Classification of Zoning Use	\$550.56	2.3%	\$563.22	
Rezoning				
Major Change (map change greater than 5 acres)	\$4,150.81	2.3%	\$4,246.28	See Notes 1, 2
Minor Change (map change 5 acres or less/or text amendment)	\$2,078.00	2.3%	\$2,125.79	See Notes 1, 2
Zone Map Amendment	\$4,227.17	2.3%	\$4,324.39	See Notes 1, 2
Zone Text Amendment	\$4,093.93	2.3%	\$4,188.09	See Notes 1, 2

<b>Notes:</b>
1. More Complex projects require a consultant proposal for estimated cost.
2. Should a project require additional study, staff time, public hearings, or notification, then additional funds shall be
3. For Negative Declarations and EIRs prepared by qualified consultants under contract to the City, the fee shall be cost + 15%.
4. CEQA filing fees shall be as required by the California Department of Fish and Wildlife website and shall include filing fees for the Fresno County Clerk. Checks in the required amount shall be deposited with the City prior to the final public hearing

<b>Refunds:</b>
1. If an application is withdrawn or returned before it is deemed complete or within two weeks of submittal, whichever
2. If an application is withdrawn or returned after the initial period described above, but no later than six months after
3. After six months from application submittal, or once an application has been scheduled for a public hearing or

## COMMITTEE ASSIGNMENTS 2017-18

Fresno County Council of Governments (COG)/FCRTA/RTMF AGENCY..... David Cardenas - alternate Dan Parra

Executive Director: Tony Boren Phone number: 233-4148. Meets on the last Thursday of each month at 7:00 p. m. at 2035 Tulare Street, Suite 201, Fresno, CA.

Website: [www.fresnocog.org](http://www.fresnocog.org)

Highway 99 Beautification Committee.....Mark Rodriquez - alternate Leonard Hammer  
Contact: Tony Boren (Fresno COG) Phone number: 233-4148. Meets bi-monthly (beginning on January 28<sup>th</sup>) on the fourth Monday of each month at 3:00 p. m. at the COG offices.

S. K. F. Sanitation District..... David Cardenas - alternate: Dan Parra  
General Manager: Ben Munoz - Phone number 897-6500. Meets on the second Thursday of each month at 4:00 p. m. at the S.K.F. District office - 11301 E. Conejo, Kingsburg Website: [www.skfcsd.org](http://www.skfcsd.org)

Consolidated Mosquito Abatement District.....David Cardenas  
General Manager: Steve Mulligan Phone number: (559) 888-2619. Meets the third Monday of each month at 1:00 p. m. at the District Office: 2425 Floral Ave. Selma, CA 93662 Website: [www.mosquitobuzz.net](http://www.mosquitobuzz.net)

Five Cities Economic Development Authority.....Karnig Kazarian - alternate: Mark Rodriquez Contact: Fresno County EDC (administrators): Jacob Villagomez (559) 476-2511 Held at rotating locations in (Selma, Fowler, Parlier, Sanger, Kingsburg, Orange Cove, and Reedley) generally on the second Monday of each month at 6:00 p. m. EDC Website: [www.fresnoedc.com](http://www.fresnoedc.com)

Southeast Regional Solid Waste Commission.....Mark Rodriquez - alternate: Daniel Parra  
Meets on an *as needed* basis at rotating locations

Fowler Recreation Commission ..... Leonard Hammer  
Meets on the second Tuesday of each month at 6:30 p. m. in the Fowler City Council Chamber.

Friends of the Fowler Library.....Mark Rodriquez

San Joaquin Valley Air Pollution Control District Special City Selection Committee .....Leonard Hammer, Karnig Kazarian - alternate. Meets periodically, generally when vacancies occur on the SJVAPCD Board, at the Fresno District Office - 1990 E. Gettysburg Ave. Fresno, CA 93726 (559) 230-6000. Website: [www.valleyair.org](http://www.valleyair.org)

\* \* \* \* \*

Finance Committee: (meets periodically with the Finance Director and City Manager. Limited to two Councilmembers).....Dan Parra and Karnig Kazarian