

**FOWLER CITY COUNCIL MEETING  
AGENDA  
OCTOBER 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.fowlercity.org](http://www.fowlercity.org).

1. Meeting called to order
2. Flag Salute and Pledge of Allegiance
3. Invocation
4. Roll call
5. Public Presentations - (This portion of the meeting reserved for persons desiring to address the Council on any matter not described on this agenda. Presentations are limited to 5 minutes per person and no more than 15 minutes per topic.)

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

6. Approve request to close City streets for the Gurdwara Gur Nanak Parkash Parade on Sunday, December 1, 2019
7. Approve request to use Panzak Park to celebrate the 19<sup>th</sup> Annual Ustad Lal Chand Yamla Jatt Memorial Fair on Sunday, October 20, 2019 from 1:00 p.m. to 6:00 p.m.

8. Communications
9. Staff Reports
  - A) City Manager's Report
  - B) Public Works Report
  - C) Finance Department Report
  - D) Police Department Report
    - 1) Approve Resolution No. 2441, "A Resolution Authorizing of Individual to Make Application for and Administer the New Alternative Fuel Vehicle Purchase Program through the San Joaquin Valley Air Pollution Control District"
    - 2) Approve Resolution No. 2442, "A Resolution of the City Council of the City of Fowler, Fresno County, Approving the Application for the San Joaquin Valley Air Pollution Control District Public Benefit Grant Program: New Alternative Fuel Vehicle Purchase"
  - E) Fire Department Report
10. City Attorney's Report
  - ♦ Consider and Approve of City Manager's advancement to Step D on the salary schedule as authorized in the City Manager's employment agreement.
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 – October 15, 2019
  - B) Approve Minutes of the City Council Meeting – October 1, 2019
  - C) Approve Agreement Between County of Fresno and the City of Fowler to Administer and Implement the Community Development Block Grant (CDBG) Program – Fowler Panzak Park ADA Restrooms
  - D) Consider Approving Staffs Recommendation to Reject Claim – (Mercedes Tovar), Claimant.

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

Mayor Cardenas  
Mayor Pro Tem Hammer  
Councilmember Kazarian  
Councilmember Parra  
Councilmember Rodriguez

13. Closed Session:

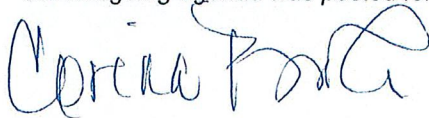
- ◆ Pursuant to Government Code Section 54956.8 - Conference with Real Property Negotiators: Property: 130 S. 6<sup>th</sup> Street. Agency Negotiators: City Manager. Negotiating Party: United Health Centers. Under Negotiation: Price, terms.

14. Adjournment

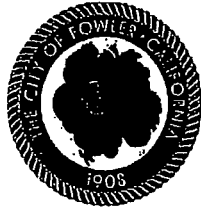
Next Ordinance No. 2019-04

Next Resolution No. 2443

*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, October 11, 2019.*



Corina Burrola  
Deputy City Clerk



ITEM 6  
RECEIVED  
SEP 23 2019  
BY: .....

**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:

SIKH PARADISE (ANNUAL)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Requested by:

HARPREET BIRNINIC  
Name

09/23/19  
Date

GURDWARA GUR NANAK  
Organization PARKASH

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

780 E SKYLAR AVE  
Address FOWLER CA 93025

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

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

**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.

RECEIVED  
SEP 23 2019

CITY OF FOWLER  
Facility Use Request-Organizations

BY: .....

Facility Requested PUNZAK PARK  
Date Requested DEC 1<sup>st</sup> 2019  
Hours Requested ALL DAY  
Nature of Activity SILK PARADE  
Name of Person Requesting Permit HARPREET BIRNING  
Mailing Address \_\_\_\_\_  
Telephone Number \_\_\_\_\_

Office Use Only	
Fee \$	
Check [ ] #	
Cash [ ]	
Receipt #	
Certificate of Insurance Required Yes [ ] No [ ]	
Initial	

Estimated number of people attending? 1000

The City of Fowler WILL bill the above named individual for any discrepancies. Be as accurate as possible. All areas are monitored and subject to fees according to the current fee schedule.

Will admission be charged: Yes [ ] No [☒]

Recipient of Proceeds? GURPREET BIRNING

*Non-profit organizations are required to submit appropriate copies of IRS forms to the City if any monetary exchanges occur. This shall be completed a minimum of two weeks prior to event.*

By signing this agreement you - as the responsible individual for your event - agree to abide by all laws, Municipal Codes, City Policies and use Conditions.

All organized recreation, sport, athletic events shall maintain participant rosters of waivers, release of liability and indemnification etc. for a minimum of two years. These rosters shall be available to the City of Fowler upon request within two weeks notice from the City of Fowler.

*If a Certificate of Insurance is received for your event, the City of Fowler must have the certificate on file two weeks prior to the event.*

INDEMNITY AND INSURANCE

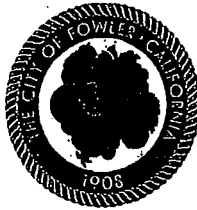
Permittee agrees to indemnify and hold harmless the City of Fowler, its officers, employees, and agents against any and all claims, demands causes of action, damages (including damages to the City's property, costs and liabilities (including cost and liabilities of the City with respect to its employees) in law or in equity of every kind and nature whatsoever, directly or proximately resulting from or caused by the use and occupation of the facilities herein above described, whether such use is authorized or not, or from any act or omission of Permittee or any of its officers, agents, employees, guests, patrons, or invitees; and the Permittee shall, at its sole risk rendered against the City, its officers and employees on any such claim, demand or cause of action, and the Permittee shall pay and satisfy and judgment or decree which may be rendered against the City, its officer, employees and agents in any such suit, action or other legal proceedings, and Permittee shall pay for any and all damages to property of the City, for loss or theft or such property, done or caused by Permittee, its officers, agents, employees, guests, patrons, and invitees.

I have read and understand the above and agree to the above in all particulars.

FEES ARE NOT REFUNDABLE

[Signature]  
Signature

09/23/19  
Date



ITEM 7

RECEIVED  
OCT 3 - 2019

CITY OF FOWLER  
AGENDA REQUEST FORM

BY: \_\_\_\_\_

*See attached*

Check one:

☒ Please place the following item on the next regular agenda for discussion:

☒ I would like to report on the following subject:

We have plan to use Panzak Park from  
11 am to 6 PM. We will play music to  
celebrate musical day of C in the memory  
of Yamba Jett - who is the inventor of Toombi.  
Yamba Jett is PONTAK Legendary singer.  
We will have food, to serve the audience.

Requested by:

Rajinder Bax

Name

10-3-2019

Date

ULCYIF

Organization

Phone number

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.

F.V.I.

COPY

CITY OF FOWLER  
Facility Use Request Organizations

Facility Requested Pan Zack Park  
Date Requested 10-20-2019  
Hours Requested 5 Hrs (12-6 PM)  
Nature of Activity Music Twentys Celebration  
Name of Person Requesting Permit Rajinder Bhat  
Mailing Address \_\_\_\_\_  
Telephone Number \_\_\_\_\_

Office Use Only	
Fee \$	
Check [ ] #	
Cash [ ]	
Receipt #	
Certificate of Insurance Required Yes [ ] No [ ]	
Initial	

Estimated number of people attending? 250

The City of Fowler WILL bill the above named individual for any discrepancies. Be as accurate as possible. All areas are monitored and subject to fees according to the current fee schedule.

Will admission be charged: Yes [ ] No [X]

Recipient of Proceeds?

Non-profit organizations are required to submit appropriate copies of IRS forms to the City if any monetary exchanges occur. This shall be completed a minimum of two weeks prior to event.

By signing this agreement you - as the responsible individual for your event - agree to abide by all laws, Municipal Codes, City Policies and use Conditions.

All organized recreation, sport, athletic events shall maintain participant rosters of waivers, release of liability and indemnification etc. for a minimum of two years. These rosters shall be available to the City of Fowler upon request within two weeks notice from the City of Fowler.

If a Certificate of Insurance is received for your event, the City of Fowler must have the certificate on file two weeks prior to the event.

INDEMNITY AND INSURANCE

Permittee agrees to indemnify and hold harmless the City of Fowler, its officers, employees, and agents against any and all claims, demands causes of action, damages (including damages to the City's property, costs and liabilities (including cost and liabilities of the City with respect to its employees) in law or in equity of every kind and nature whatsoever, directly or proximately resulting from or caused by the use and occupation of the facilities herein above described, whether such use is authorized or not, or from any act or omission of Permittee or any of its officers, agents, employees, guests, patrons, or invitees; and the Permittee shall, at its sole risk rendered against the City, its officers and employees on any such claim, demand or cause of action, and the Permittee shall pay and satisfy and judgment or decree which may be rendered against the City, its officer, employees and agents in any such suit, action or other legal proceedings, and Permittee shall pay for any and all damages to property of the City, for loss or theft or such property, done or caused by Permittee, its officers, agents, employees, guests, patrons, and invitees.

I have read and understand the above and agree to the above in all particulars.

FEES ARE NOT REFUNDABLE

Rajinder Bhat  
Signature

5/23/2019  
Date



1970



1947

## “ਉਸਤਾਦ ਲਾਲ ਚੰਦ ਯਮਲਾ ਜੱਟ ਸਲਾਨਾ ਮੇਲਾ”

We are commemorating the 19<sup>th</sup> annual Ustad Lal Chand Yamla Jatt Memorial Fair.

This fair is in memory of Ustad Lal Chand Yamla Jatt (inventor of the Tumbi).

You are cordially invited to attend this  
memorial fair with family members.

Please come and pay tribute to this great humanitarian and innovator of the Tumbi.

### OPENING CEREMONY:

1:00 PM to 6:00 PM, Sunday October 20, 2019, at **Fowler City “Panzak Park”:**  
**500 E. Merced Ave Fowler, CA 93625**

**CHIEF GUEST: AMRIK SINGH GAJINANGAL**

#### PERFORMERS:

Barjinder Machla Jatt, Makhan Brar; Jot Ranjit H.S. Bhajan; Dildar Group (Avtar Grewal, Rani Gill,  
Kulwant Sihota Papoo Brar, Kulwant Ubhi, Okar Gill), Hardev Sandhu, Raj Brar.

Ustad Lal Chand Yamla Jatt invented the “**Tumbi**”, an instrument with one string. He composed and sang Punjabi Folk Songs throughout his life and was the pioneer of Punjabi Folk Songs (Lok Geet). Yamla Jatt wrote over 5 thousand songs about religion, nature, the environment, historical melodies, and above all, the human condition. Please plan to attend and bring your Tumbi. There will be top music, security, free parking and free food available.

#### COST:

Admission is FREE, however, due to the number of attendees expected this year, donations are gratefully appreciated. You may contribute on the day of the event, or before.

**You may send your donation to**

**ULCYJMF (USTAD Lal chand Yamla Jatt Memorial Fund):**

**Registered Non-Profit Organization # C262246:**

**930 Palm Ave, Fowler, CA 93625: Phone: 559-824-9028**

#### DIRECTIONS and Address of Fair Location:

From 99 Freeway: **exit on Merced Street, go towards East,**  
**“Panzak Park” is on 500 E Merced Ave between 3<sup>rd</sup> and 2<sup>nd</sup> Street in Fowler City, CA 93625**

#### ULCYJMF Committee Members:

Rajinder Brar ; Charanjit Sihota ; Balwinder S Lohara Nraindeep Brar; Joe Batth ; Bansi Bangar

Kulwant Ubhi ; Master Lachman S. Rathaur, Amrinder Lakhan;

Ravinder Boyal; Palwinder Goraya; Parminder Rathaur;

Bharpoor Brar; Ajaib Brar; Sarpanch, Rajpal Kahlon Sarpanch; Mintu Uppli; Jeeta Grewal; Pritam Singh;

Satbir S. Heer; Bhupinder S. Jadla; Sher S. Chauhan; Dharminder S. Meerpuri.

#### Telephone Contact:

Rajinder Brar: 559-824-9028; Charanjit Sihota: 559-779-8215;

Gurbax Dhillon: 408-859-7049; Hardev Sandhu: 714-943-3851.

Kuwant Ubhi: 559-473-9264

## *City of Fowler*

128 South Fifth Street ♦ Fowler CA 93625  
Voice: 559-834-3254 ♦ FAX: 559-834-1284



## *Police Department*

*Rudy Alcaraz*  
*Chief of Police*

Council Meeting Date: October 15, 2019  
Staff Report #: 19-001

Agenda Item #: TBD

### REGULAR BUSINESS:

A Resolution of the City Council of the City of Fowler, Fresno County, approving the application for the San Joaquin Valley Air Pollution Control District public benefit grant program: new alternative fuel vehicle purchase

### RECOMMENDATION:

Staff recommends that the City Council approve:

A Resolution of the City Council of the City of Fowler, Fresno County, approving the application for the San Joaquin Valley Air Pollution Control District public benefit grant program: new alternative fuel vehicle purchase

### BACKGROUND:

In addressing law enforcement needs for the community of Fowler, staff has identified traffic as a serious concern in maintaining the safety of our children and community as a whole. As we strive to meet our traffic concerns, we have identified strategies to better equip our personnel to address traffic safety. We feel the purchase of a motorcycle will allow personnel the ability to be much more flexible and efficient in enforcing traffic laws which will subsequently lower traffic collisions and ensure we create the safest environment for our motorists and pedestrians.

The grant would allow for the purchase of a motorcycle up to an amount of \$20,000. Currently we have a quote to purchase a Zero emissions motorcycle for \$15,565.00. This motorcycle would offer an additional tool to accomplishing our mission of keeping our streets safe.

In addition to the purchase of a motorcycle, I am recommending the purchase of an electric Toyota Prius. As we think of the culture the City of Fowler enjoys, a large part of that success is the idea of community engagement and involvement. It is this engagement and involvement which has helped in creating the success of having a safe community. Based on this culture, we are implementing a Volunteer in Policing program. It is programs such as this which create a unique opportunity for citizens to volunteer with the police department and its members. By doing so, we are able to interact more often and share information more fluidly with the hopes of identifying issues at their beginning stages before they become unmanageable. However, currently there is a lack of vehicles which would be necessary to give our future volunteers a vehicle to drive our community to assist in identifying community concerns.

The cost of this vehicle which will meet the grant requirements is quoted at \$30,225.56. The grant would cover up to \$20,000. If granted, we would work within our budgets to meet the additional \$10,225.56 for the purchase of this vehicle. The vehicle could also be used for our current staff as they perform their daily activities such as filing cases with the District Attorney's Office and other records and support services.

RESOLUTION NO. 2441

**A RESOLUTION AUTHORIZATION OF INDIVIDUAL TO MAKE APPLICATION FOR AND ADMINISTER THE NEW ALTERNATIVE FUEL VEHICLE PURCHASE PROGRAM THROUGH THE SAN JOAQUIN VALLEY AIR POLLUTION CONTROL DISTRICT**

**WHEREAS**, Several Local, State, and Federal programs allow public and non-profit transportation providers to apply for administration, capital, and operation assistance programs or grants; and

**WHEREAS**, City of Fowler, City Council must authorize someone by resolution, as the "Authorized Individual" to make application and administer the Public Benefit Program through the San Joaquin Valley Air Pollution Control District,

**NOW, THEREFORE**, be it resolved that the City of Fowler, City Council hereby authorizes the City Manager to make application for, to sign required assurances, and to administer the New Alternative Fuel Vehicle Purchase Program through the San Joaquin Valley Air Pollution Control District with respect to applications for Local, State, and Federal programs, projects, or grants on behalf of this City.

The foregoing Resolution was adopted by the City Council of the City of Fowler at the regularly scheduled meeting held on October 15, 2019, by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

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

ATTEST:

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FOWLER, FRESNO COUNTY, APPROVING  
THE APPLICATION FOR THE SAN JOAQUIN VALLEY AIR POLLUTION CONTROL DISTRICT PUBLIC  
BENEFIT GRANT PROGRAM: NEW ALTERNATIVE FUEL VEHICLE PURCHASE**

**WHEREAS**, the San Joaquin Valley Air Pollution Control District (SJVAPCD) is offering a Public Benefit Grant Program for New Alternative Fuel Vehicle Purchases; and

**WHEREAS**, the procedures established by the SJVAPCD require the applicant to certify by resolution the approval of application(s) before submission of said application(s); and

**WHEREAS**, the applicant will enter into a contract with the SJVAPCD to complete the grant scope project;

**NOW THEREFORE, BE IT RESOLVED**, that the Fowler City Council hereby approved the filing of an application for 1 Prius Plug-in/hybrid vehicle, 1 electric motorcycle, and 3 Tuatara all-electric, expedition vehicles.

1. Certifies that said applicant has or will have available, prior to commencement of any work on the project included in this application, the sufficient funds to complete the project; and
2. Certifies that the applicant has or will have sufficient funds to operate and maintain the project(s), and
3. Certifies that the applicant has reviewed, understands and agrees to the General Provisions contained in the contract shown in the Grant Administration Guide; and
4. Delegates the authority to the City Manager to conduct all negotiations, sign and submit all documents, including, but not limited to applications, agreements, amendments, and payment requests, which may be necessary for the completion of the grant scope; and
5. Agrees to comply with all applicable federal, state and local laws, ordinances, rules, regulations and guidelines.

Approved and adopted the 15<sup>th</sup> day of October 2019. I hereby certify that the foregoing Resolution No. 2442 was duly adopted by the Fowler City Council by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

---

David Cardenas, Mayor

---

Jeannie Davis, City Clerk

CITY OF FOWLER  
WARRANTS LIST  
October 15, 2019

<u>ACCOUNTS PAYABLE CHECKS</u>	<u>CHECK NUMBERS</u>	<u>CHECK DATES</u>	<u>AMOUNT</u>
Regular checks	35645-35690	Oct 4 thru Oct 10	\$ 70,259.68
TOTAL ACCOUNTS PAYABLE CHECKS			\$ 70,259.68

PAYROLL COSTS

TOTAL PAYROLL COSTS	\$ -
TOTAL CASH DISBURSEMENTS	\$ 70,259.68

ITEM 11A

SUPERIOR  
DATE: 10/10/2019  
TIME: 18:06:50

CITY OF FOWLER  
CHECK REGISTER - BY FUND

PAGE NUMBER: 1  
ACCTPA21

SELECTION CRITERIA: transact.check\_no between '35645' and '35690'  
ACCOUNTING PERIOD: 13/19

FUND - 100 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DEPT	ACCT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1001	35646	10/04/19	10775	ALLAN HANCOCK COLLE	100	1605	TRAINING	0.00	115.00
1001	35647	10/04/19	14173	JAYMIN INC.	100	1605	PD LOBBY FLOORING	0.00	3,010.00
1001	35648	10/04/19	13742	YANG, FONG	100	1605	PER DIEM	0.00	410.00
1001	35649	10/10/19	11149	ADMINISTRATIVE SOLU	100	1605	COBRA	0.00	35.00
1001	35651	10/10/19	10064	COLONIAL LIFE INSUR	100	1605	EMPLOYEE DEDUCTION	0.00	413.46
1001	35652	10/10/19	13496	KEENAN & ASSOCIATES	100	1605	EMPLOYEE BENEFITS	0.00	21,284.98
1001	35653	10/10/19	13647	SUN LIFE FINANCIAL	100	1605	EMPLOYEE BENEFITS	0.00	2,861.55
1001	35654	10/10/19	13848	TPX	100	1605	SERVICES	0.00	1,656.68
1001	35655	10/10/19	11335	VISION SERVICE PLAN	100	1605	EMPLOYEE BENEFITS	0.00	673.25
1001	35656	10/10/19	14176	A&E PRESSURE WASHER	100	1605	SUPPLIES	0.00	77.65
1001	35656	10/10/19	14176	A&E PRESSURE WASHER	100	1605	SUPPLIES	0.00	213.65
TOTAL CHECK								0.00	291.30
1001	35658	10/10/19	10007	ALERT-O-LITE, INC	100	1605	SUPPLIES	0.00	14.79
1001	35659	10/10/19	10026	BCT CONSULTING	100	1605	SERVICES	0.00	277.20
1001	35660	10/10/19	10045	CASCADE FIRE EQUIPM	100	1605	SUPPLIES	0.00	64.44
1001	35662	10/10/19	13084	CREEPY CRAWLIES EXT	100	1605	SERVICES	0.00	185.00
1001	35663	10/10/19	10306	FOWLER FLORAL SHOP,	100	1605	SUPPLIES	0.00	59.94
1001	35664	10/10/19	10124	FRESNO COUNTY TREAS	100	1605	RMS/JMS FEES	0.00	72.81
1001	35664	10/10/19	10124	FRESNO COUNTY TREAS	100	1605	DISPATCHING SERVICE	0.00	7,764.84
TOTAL CHECK								0.00	7,837.65
1001	35665	10/10/19	14156	FRESNO ECONOMIC OPP	100	1605	SEPT SENIOR MEALS	0.00	1,431.46
1001	35667	10/10/19	10141	H & H TIRE SERVICES	100	1605	2 NEW TIRES & BALAN	0.00	106.54
1001	35667	10/10/19	10141	H & H TIRE SERVICES	100	1605	4 NEW TIRES & BALAN	0.00	133.08
TOTAL CHECK								0.00	239.62
1001	35668	10/10/19	12075	IMAGE 2000	100	1605	SERVICES	0.00	7.29
1001	35669	10/10/19	12184	INTELLECTUAL PROPER	100	1605	FOWLER TRADEMARK	0.00	300.00
1001	35670	10/10/19	10350	LK DESIGN	100	1605	SERVICES	0.00	450.00
1001	35671	10/10/19	14177	MARIO ALMARAZ	100	1605	FRMRS MRKT BAND	0.00	400.00
1001	35672	10/10/19	10201	METRO UNIFORM & ACC	100	1605	UNIFORM	0.00	10.84
1001	35672	10/10/19	10201	METRO UNIFORM & ACC	100	1605	UNIFORM	0.00	108.87



SUPERION  
DATE: 10/10/2019  
TIME: 18:06:50

PAGE NUMBER: 3  
ACCTPA21

CITY OF FOWLER  
CHECK REGISTER - BY FUND

SELECTION CRITERIA: transact.check\_no between '35645' and '35690'  
ACCOUNTING PERIOD: 13/19

FUND - 210 - GAS TAX

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DEPT	ACCT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1001	35658	10/10/19	10007	ALERT-O-LITE, INC	210	1605	SUPPLIES	0.00	347.12
1001	35658	10/10/19	10007	ALERT-O-LITE, INC	210	1605	SUPPLIES	0.00	871.64
TOTAL CHECK								0.00	1,218.76
1001	35680	10/10/19	10518	SIGNMAX!	210	1605	SUPPLIES	0.00	91.79
1001	35680	10/10/19	10518	SIGNMAX!	210	1605	SUPPLIES	0.00	350.93
TOTAL CHECK								0.00	442.72
1001	35683	10/10/19	11250	T&T PAVEMENT MARKIN	210	1605	SERVICES	0.00	248.34
TOTAL CASH ACCOUNT								0.00	1,909.82
TOTAL FUND								0.00	1,909.82

SUPERIOR  
DATE: 10/10/2019  
TIME: 18:06:50

CITY OF FOWLER  
CHECK REGISTER - BY FUND

PAGE NUMBER: 4  
ACCTPA21

SELECTION CRITERIA: transact.check\_no between '35645' and '35690'  
ACCOUNTING PERIOD: 13/19

FUND - 225 - LTF - ARTICLE 8

CASH ACCT	CHECK NO	ISSUE DT	VENDOR NAME	DEPT	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
1001	35661	10/10/19	14131 CENTRAL VALLEY SWEE	225	1605	SERVICES	0.00	2,459.34
TOTAL CASH ACCOUNT							0.00	2,459.34
TOTAL FUND							0.00	2,459.34



SUPERION  
DATE: 10/10/2019  
TIME: 18:06:50

PAGE NUMBER: 6  
ACCTPA21

CITY OF FOWLER  
CHECK REGISTER - BY FUND

SELECTION CRITERIA: transact.check\_no between '35645' and '35690'  
ACCOUNTING PERIOD: 13/19

FUND - 501 - WATER WELL MAINTENANCE

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DEPT	ACCT	----	DESCRIPTION----	SALES TAX	AMOUNT
1001	35690	10/10/19	14066	A-C TECHNOLOGY SOLU	501	1605		WELL 6	0.00	280.00
1001	35690	10/10/19	14066	A-C TECHNOLOGY SOLU	501	1605		TRBLSHT WELL SITES	0.00	6,244.02
TOTAL CHECK									0.00	6,524.02
TOTAL CASH ACCOUNT									0.00	6,524.02
TOTAL FUND									0.00	6,524.02

SUPERION  
DATE: 10/10/2019  
TIME: 18:06:50

CITY OF FOWLER  
CHECK REGISTER - BY FUND

PAGE NUMBER: 7  
ACCTPA21

SELECTION CRITERIA: transact.check\_no between '35645' and '35690'  
ACCOUNTING PERIOD: 13/19

FUND - 850 - SUCESSOR AGENCY

CASH ACCT	CHECK NO	ISSUE DT	VENDOR NAME	DEPT	ACCNT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1001	35652	10/10/19	13496 KEENAN & ASSOCIATES	850	1605	EMPLOYEE BENEFITS	0.00	229.22
1001	35653	10/10/19	13647 SUN LIFE FINANCIAL	850	1605	EMPLOYEE BENEFITS	0.00	10.60
1001	35655	10/10/19	11335 VISION SERVICE PLAN	850	1605	EMPLOYEE BENEFITS	0.00	4.94
TOTAL CASH ACCOUNT								244.76
TOTAL FUND								244.76
TOTAL REPORT								70,259.68

**MINUTES OF THE FOWLER CITY COUNCIL MEETING  
OCTOBER 1, 2019**

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

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

City Staff Present: City Manager/City Clerk Davis, City Attorney Cross, Finance Director Uyeda, Police Chief Alcaraz, Public Works Supervisor/Fire Chief Lopez, Deputy City Clerk Burrola

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

**PUBLIC PRESENTATIONS**

Justin Preas, Deputy CEO with United Health Centers, spoke about the property and vacant building located east of the United Health Center building. They have submitted a proposal to the City to potentially purchase the property for future parking needs. Mr. Preas said the United Health Center will be remodeled to add more space to its facility, plans have already been submitted to the City.

**CONSIDER AND APPROVE RESOLUTION NO. 2440 IN SUPPORT OF MAINTAINING LOCAL CONTROL OF ENERGY SOLUTIONS**

Colby Wells of Southern California Gas Company spoke about natural gas and Senate Bill AB 3232. Mr. Wells provided information at a prior meeting, Senate Bill AB 3232 was introduced last year, if passed it would require by January 1, 2022 that all new buildings in the State of California be electric and by 2030 all existing buildings, residential, commercial, and industrial to be converted to all electricity at the building owners expense. If passed the cost of adding new infrastructure to meet that need would be a large cost to the homeowners who would need to retrofit. By 2025 all new construction would be electric and by 2030 the conversion of all existing buildings and homes would be retrofitted. Mr. Wells said there is another possible alternative, renewable natural gas; he explained that this consists of methane which comes from composition of organic matter. Mr. Wells is asking the Council to consider Resolution No. 2440 to maintain local control of energy solutions so that municipalities should be able to decide how they would like to advance into the future and continue to utilize natural gas.

Councilmember Kazarian made a motion to approve Resolution No. 2240, "A Resolution of the City Council of the City of Fowler, County of Fresno, State of California in Support of Maintaining Local Control of Energy Solutions" seconded by Councilmember Parra. The motion carried by unanimous voice vote: Ayes: Cardenas, Hammer, Kazarian, Parra, Rodriquez. Noes: None. Abstain: None. Absent: None.

**COMMUNICATIONS**

City Manager Davis reminded Council of the Big Fresno Fair opening ceremony tomorrow, October 2, 2019. The Horse Race Day for Fowler is Saturday, October 5, 2019.

## **STAFF REPORT**

### **APPROVE/APPOINT MR. DARIO DOMINGUEZ TO THE PUBLIC WORKS DIRECTOR POSITION**

City Manager Davis introduced Dario Dominguez, selected to the position of Public Works Director. She requested approval to place Mr. Dominguez at Step B of the Public Works Director range of the City's Salary Schedule, \$7,446.91 per month. Mr. Dominguez is a long time Fowler resident of over 30 years and said he is looking forward to providing services to the community.

Mayor Pro Tem Hammer made a motion to approve and appoint placing Mr. Dominguez at Step B of the Public Works Director range of the City's Salary Schedule; seconded by Councilmember Parra. The motion carried by unanimous voice vote: Ayes: Cardenas, Hammer, Kazarian, Parra, Rodriguez. Noes: None. Abstain: None. Absent: None.

The meeting recessed for a brief reception welcoming Dario Dominguez and thanking Public Works Supervisor Manuel Lopez for all his hard work.

## **CITY ENGINEER'S REPORT**

### **◆ UPDATE ON SOUTH KINGS GSA**

City Engineer Peters provided update information on the South Kings Ground Water Sustainability plan. On September 3, 2019, South Kings GSA began the 90-day Public Review of the draft Groundwater Sustainability Plan (GSP). The period will conclude with the public hearing in early December 2019. A meeting will be scheduled in early November to gather comments and input from the public in order to include in the plan. The South Kings GSA will consider all written documents received before and up through public hearing from beneficial users of groundwater or local stakeholders. As discussed in a prior meeting the agreement was to provide for a reservation of up to 17,000 acre feet of water per year which would allow every jurisdiction to build out their sphere of influence. CID has reconsidered that amount and it has been renegotiated to 8,000 acre feet per year. This will allow about 20 years of the growth rate anticipated; it should not have an impact on development, properties, or the ability to serve the citizens with water. Mr. Peters said the SKGSA Board meeting will take place in late October to consider approval of the water purchase agreement between South Kings and Consolidated Irrigation District (CID). The consensus of the Council is to direct the City's SKGSA Board representative, Karnig Kazarian, to vote in favor of entering into agreement between SKGSA and CID.

## **CITY MANAGER'S REPORT**

City Manager Davis reminded the Council that the General Plan Update Planning Commission workshop is this Thursday, October 3, 2019, it is open to the public and notices were mailed out in the water bill for public participation. She also said notices have been sent out in the mail for the new water payment cut off time. Effective December 1, 2019 the office will no longer be taking payments for the water bill after 4:30 p.m. this will provide enough time for balancing the books.

Ms. Davis said on September 16<sup>th</sup> a Planning Commission meeting was scheduled for the Woodside homes project but had to be canceled due to lack of quorum. The meeting is rescheduled for Thursday, October 3<sup>rd</sup>.

## **PUBLIC WORKS REPORT**

Public Works Supervisor Lopez circulated a list of projects the department has been working on to continue improving the City. He said an ADA parking stall has been placed at the parking lot of City Hall. An ADA compliant service counter will be placed at City Hall in the future.

Mr. Lopez expressed his gratitude for the opportunity he was given in supervising the Public Works department

## **FINANCE DIRECTOR'S REPORT**

No report was given.

## **POLICE DEPARTMENT REPORT**

Chief Alcaraz said he is working with City Engineer Peters on resolving the traffic concerns on 4<sup>th</sup> and Vine and 4<sup>th</sup> and Nelson. He said in honor of Breast Cancer Awareness Month, the Fowler Police Department will be selling pink patches to the public. All of the proceeds will go to support Central Valley Cancer Support. Patches are \$10.00 and can be purchased at the Police Department.

## **FIRE DEPARTMENT REPORT**

Fire Chief Lopez reported there have been several calls for structure fires.

## **CITY ATTORNEY'S REPORT**

No report was given.

## **CONSENT CALENDAR**

The consent calendar consisted of: A) Ratification of Warrants -- October 1, 2019; B) Approve Minutes of the City Council Meeting -- September 17, 2019; C) Accept the City of Fowler 2019 Street Maintenance Project Constructed by Asphalt Maintenance Co. and Authorize the City Engineer to File the Notice of Completion. Councilmember Kazarian made a motion to approve the consent calendar, seconded by Councilmember Rodriquez. The motion carried by voice vote: Ayes: Cardenas, Hammer, Kazarian, Parra, Rodriquez. Noes: None. Abstain: None. Absent: None.

## **COMMITTEE REPORTS**

Mayor Pro Tem Hammer said Trunk or Treat will be held on Thursday, October 30, 2019 and will be the last day of the Fowler Farmers Market.

Councilmember Kazarian attended the Waste Management luncheon.

Councilmember Parra attended the Waste Management luncheon.

Councilmember Rodriquez said he received complaints on double parking on Nelson Street where the new apartment complex has been built.

## **CLOSED SESSION**

The meeting adjourned to a closed session at 8:19 p.m. 1) Pursuant to Government Code Section 54957 - Public Employee Performance Evaluation. Title: City Manager; 2) Government Code Section 54956.8 - Conference with Real Property Negotiators; Property: 130 S. 6<sup>th</sup> Street. Agency Negotiators

Mayor Cardenas left the closed session at 9:04 p.m. due to a conflict of interest on Item 2 due to owning property near the subject of closed session item 2.

The meeting reconvened to open session at 9:19 p.m. with no reportable action taken.

## **ADJOURNMENT**

Having no further business, Councilmember Kazarian made a motion, seconded by Councilmember Rodriquez. The motion carried and the meeting adjourned at 9:19 p.m.

## A G R E E M E N T

THIS AGREEMENT ("Agreement") is made this \_\_\_\_\_ day of \_\_\_\_\_, 2019 ("Effective Date"), by and between the COUNTY OF FRESNO, a political subdivision of the State of California, ("County"), and the CITY OF FOWLER, ("City").

## WITNESSETH

WHEREAS, the County has been designated as the sponsoring agency to administer and implement the Community Development Block Grant ("CDBG") Program activities for the County, and its participating cities, in accordance with the provisions of Title I of the Housing and Community Development Act of 1974, as amended, and the laws of the State of California; and

WHEREAS, CDBG funding has been made available to the County for housing and community development activities; and

WHEREAS, the City has submitted the Fowler Panzak Park ADA Restroom Project No. 19231 ("Project") for CDBG funding; and

WHEREAS, the City has estimated that the total cost of the Project is \$304,240, and the City has committed local funds to the Project in the amount of \$187,796, and is in need of \$116,444 in CDBG funding to complete the Project; and

WHEREAS, the County can provide \$116,444 in CDBG funds needed for the Project from the City's 2019-2020 CDBG allocation (\$51,460), and from the City's remaining balance of CDBG funds (\$64,984); and

WHEREAS, the Project is consistent with the objectives of the Fresno County Consolidated Plan, including the annual Action Plan.

NOW THEREFORE, in consideration of their mutual promises as hereinafter set forth, the City and County agree as follows:

I. PROJECT DESCRIPTION, LOCATION AND BUDGET

A. The Project will replace the existing park restroom with a prefabricated restroom and appurtenant facilities meeting Americans with Disabilities (ADA) standards. Existing water, sewer, and electrical utility infrastructure, landscaping, irrigation, pavement, and other park amenities may be modified or replaced to accommodate construction. The Project is located at

1 Panzak Park, on the north side of Merced Street between 2<sup>nd</sup> and 3<sup>rd</sup> Streets in the City of Fowler.  
2 The improvements will provide improved and ADA compliant restroom facilities that will be usable  
3 by all residents.

4 B. The Project site is owned by the City.

5 C. The work to be funded with CDBG funds is as follows:

6 1. Obtain all necessary permits.

7 2. Perform all necessary design engineering including, but not limited  
8 to, surveying; testing; preparation of plans, specifications, and cost estimates; bid documents and  
9 a cost or price analysis; review of bids and recommendation for award.

10 3. Prepare and advertise Project bid notices and award construction  
11 contracts including, but not limited to, the printing of bid documents; publishing of notices; and  
12 preparation of bid summary.

13 4. Perform all construction engineering including, but not limited to,  
14 shop drawing review and approval; contract change order preparation; surveying; staking;  
15 inspection; soil testing; materials testing; preparation of "as-built" drawings; labor compliance; and  
16 contract administration.

17 5. Provide related eligible improvements.

18 D. The Project budget is estimated by the City as follows:

19	Construction	\$243,950
20	Design & Construction Engineering	48,790
21	Contingency, Permits & Misc.	<u>11,500</u>
	Total	\$304,240

22 E. Notwithstanding the City's estimates described in the above Project budget,  
23 payments for the Project from CDBG funds will be limited to the City's actual costs expended by  
24 the City, and shall not exceed the total amount of \$116,444.

25 F. The proposed funding for the Project will be provided from the following  
26 sources:

27	CDBG	\$116,444
28	Local Financial Contribution	<u>187,796</u>
	Total	\$304,240

1 G. Prior to any changes that may occur which would modify the scope of the  
2 Project, the City shall submit a written request to the County. The City shall send its written request  
3 to:

4 Community Development Grants  
5 County of Fresno  
6 Department of Public Works and Planning  
7 Community Development Division  
8 2220 Tulare Street, 6th Floor  
9 Fresno, CA 93721

10 If the Director of the County Department of Public Works and Planning ("Director") determines the  
11 modified Project is still eligible under the Federal CDBG regulations, the Director is authorized to  
12 permit such modifications. The County shall specify in a letter to the City that such modifications  
13 to the scope of the Project are authorized, and if the City may proceed.

14 II. OBLIGATIONS OF THE COUNTY

15 A. The County shall reimburse the City up to, but not more than, \$116,444 of  
16 CDBG funds to the City for the Project for the City's performance of its obligations under this  
17 Agreement. All funds shall be paid to the City in accordance with Section V-A of this Agreement.

18 B. The County shall review, within thirty (30) calendar days of receipt from the  
19 City, the engineer selection process description and summary of the analysis, as prepared by the  
20 City, to verify that a competitive process was conducted in accordance with U.S. Department of  
21 Housing and Urban Development (HUD) procurement standards. If such conditions have been  
22 met, the County shall specify in a letter to the City that these conditions have been met and that  
23 the engineering contract can be awarded.

24 C. The County shall review, within thirty (30) calendar days of receipt from the  
25 City, the design plans and specifications for the Project, as prepared by the City, for compliance  
26 with Federal regulations, and the total Project cost estimate, to ensure sufficient funds are available  
27 to complete the Project. If such conditions have been met, the County shall specify in a letter to  
28 the City that these conditions have been met and that the Project can be advertised.

D. The County shall also review, within twenty one (21) calendar days of receipt  
from the City, the name of the low bidder and cost or price analysis of the low bid proposal prepared  
by the City, to determine whether the contractor will be reasonably compensated in accordance

1 with Federal requirements, and to verify the contractor is bonded, and has not been disbarred or  
2 suspended from participating in Federal projects. If such conditions have been met, the County  
3 shall specify in a letter to the City that these conditions have been met and that the contract can  
4 be awarded.

5 E. The County shall attend the pre-construction meeting between the City and  
6 the contractor to discuss labor compliance requirements for the Project, Project monitoring, and to  
7 inform the City and contractor that the County will conduct field reviews to ensure labor compliance  
8 and other conditions of the construction contract are being met.

9 F. The County shall conduct periodic inspections of the Project, as may be  
10 required in the determination of the County, to ensure that the intended use and group of  
11 beneficiaries of the Project have not changed. Upon completion of the Project, but prior to the  
12 City's acceptance of the Project, the County shall conduct a final inspection of the Project. If such  
13 conditions have been met, the County shall specify in a letter to the City that the conditions of this  
14 Section have been met.

15 III. OBLIGATIONS OF THE CITY

16 A. The City shall provide any and all sums of money in excess of \$116,444  
17 which may be necessary to complete the Project. For the purposes of awarding the construction  
18 of the Project within the Agreement amount, the bid documents should include any proposed  
19 additive or deduct alternatives.

20 B. The City shall perform, or cause to be performed, all engineering work  
21 required for the Project.

22 C. In selecting an engineer to perform any engineering work required for the  
23 Project, the City shall go through a competitive process in accordance with Section 4.10 of the  
24 Ordinance Code of Fresno County, and HUD procurement standards. Prior to selection of the  
25 engineer, the City shall prepare a written description of the process, perform a cost or price  
26 analysis, and submit the process description and summary of the analysis to the County  
27 Community Development Division for review. The City shall obtain a letter from the County  
28 specifying that the conditions of this Section have been met.

1           D.     The City shall specify in agreements with its consultants that all engineering  
2 work funded with CDBG funds shall become the property of the City upon payment by the City for  
3 the cost of such engineering work.

4           E.     The City shall furnish evidence, prior to the County's authorization to  
5 advertise for bids, that it has free and clear title to all parcels of land on which Project improvements  
6 will be located, with any liens or encumbrances noted, and/or that it has obtained or can obtain all  
7 necessary easements, rights-of-way, licenses, permits, and State and local approvals required for  
8 the completion of the Project.

9           F.     Upon completion of the design engineering, the City shall submit the plans  
10 and specifications to the County Community Development Division. The County will ensure  
11 Federal CDBG requirements have been adhered to, and review cost estimates to ensure sufficient  
12 funds are available. The City shall obtain a letter from the County specifying these conditions have  
13 been met, and that the City is approved to advertise for bids to construct the Project.

14          G.     The City shall advertise for bids, and shall award the construction contract  
15 to the lowest responsible bidder. At least ten (10) calendar days prior to the bid opening, the City  
16 shall notify the County of the date, time, and location of the bid opening.

17          H.     Within seven (7) calendar days following the bid opening, the City shall  
18 furnish the County Community Development Division with the name of the low bidder and cost or  
19 price analysis of the low bid proposal prepared by the City, so that the County can verify with the  
20 Labor Relations and Equal Opportunity Division of the HUD Area Office that the low bidder is  
21 bonded and has not been debarred or suspended from participating in Federal projects, and that  
22 the contractor will be reasonably compensated in accordance with Federal requirements. The City  
23 shall obtain a letter from the County specifying these conditions have been met, and that the City  
24 is approved to award the Project for construction.

25          I.     The City shall conduct a pre-construction meeting with the contractor, and  
26 shall notify the County Community Development Division at least ten (10) calendar days prior to  
27 the meeting, so a representative of the County can attend to discuss CDBG labor compliance  
28 requirements for the Project.

1 J. Prior to the construction start date, the City shall give written notice thereof  
2 to the County Community Development Division.

3 K. All proposed construction contract change orders shall not proceed until  
4 prior written approval has been given by the County. Request for approval of a change order(s)  
5 shall include a narrative description of the work, a cost or price analysis in accordance with HUD  
6 requirements, a map depicting the location of the work addressed with the requested change order,  
7 and a written certification from the City that the approval of the change order is consistent with the  
8 final construction cost estimate approved by the County. In addition, the City shall certify that the  
9 change order is within the scope of the Project and is necessary to complete the Project.

10 L. The City shall send its written description of the engineer selection process,  
11 cost or price analyses, design plans, specifications, name of low bidder and low bid proposal,  
12 public notices, and all written correspondence to:

13  
14 Community Development Grants  
15 County of Fresno  
16 Department of Public Works and Planning  
17 Community Development Division  
18 2220 Tulare Street, 6th Floor  
19 Fresno, CA 93721

20 M. The City shall comply with the conditions and notes identified in  
21 Environmental Assessment No. 7661 (the "Assessment"). A copy of the Assessment will be  
22 provided to the City.

23 N. Upon completion of the Project, the City shall notify the County Community  
24 Development Division, so a representative of the Division can perform an inspection of the Project  
25 to confirm that it was completed in accordance with the scope of work approved and authorized  
26 pursuant to this executed Agreement.

27 O. Upon approval of Project completion by the County, the City shall provide  
28 the County Community Development Division with a resolution of acceptance, or similar  
documentation, demonstrating that the Project was completed in accordance with the scope of  
work approved and authorized pursuant to this executed Agreement, and any approved  
subsequent amendments thereto and/or change orders, and that the City has accepted the Project.

1 Prior to the final request for payment, the City shall also provide the County with a copy of the  
2 recorded Notice of Completion (NOC), a written summary of all Project work completed with CDBG  
3 and other funds, and documentation to demonstrate compliance with Section 3 of the Housing and  
4 Urban Development Act of 1968, as amended.

5 P. During the contract period, the City shall complete and submit annually each  
6 June 1, and upon completion of the Project, a Project Outcome Measurement Report (POM) form,  
7 a copy of which is attached hereto as Exhibit 1, and incorporated herein by reference. The POM  
8 shall contain the following information for the County's Federal reporting purposes to the U.S.  
9 Department of Housing and Urban Development (HUD):

- 10 1. Total number of households/persons assisted.
- 11 2. Number of total households/persons assisted that:
  - 12 a. Now have new access to this type of public facility or  
13 infrastructure improvement.
  - 14 b. Now have improved access to this type of public facility or  
15 infrastructure improvement.
  - 16 c. Now are served by a public facility or infrastructure that is no  
17 longer substandard.

18 Q. The City shall be responsible for maintenance of the Project after  
19 construction is completed, and shall perform such maintenance from non-CDBG resources.

20 R. The City must inform the County in writing of any program income generated  
21 by the expenditure of CDBG funds. Any program income generated as a result of the Project must  
22 be paid to the County. For purposes of this Agreement, program income is defined as proceeds  
23 from the disposition of CDBG-acquired real property, and principal and interest on CDBG loans. If  
24 the City contributed financially to the improvement Project, the City may retain a share of the  
25 program income in proportion to the City's contribution to the Project, after the City has provided a  
26 written accounting acceptable to the County.

27 S. The City must obtain prior written approval from the County before making  
28 any modification or change in the use of any real property improved, in whole or in part, using

1 CDBG funds in excess of \$25,000. The City shall provide affected citizens with notice of, and  
2 opportunity to comment on, any proposed change to the use of real property improved with CDBG  
3 funds. If any real property improved with CDBG funds is sold and/or is utilized by the City for a use  
4 which does not qualify under the CDBG Program, the City shall reimburse the County in an amount  
5 equal to the current fair market value for the property, less any proportional share thereof  
6 attributable to expenditures of non-CDBG funds. These requirements shall continue in effect for  
7 five years after the Project is completed in HUD's Integrated Disbursement and Information System  
8 (IDIS). In the event the CDBG program is closed out, the requirements of this Section shall remain  
9 in effect for activities or property funded with CDBG funds, unless action is taken by the Federal  
10 government to relieve the City of these obligations.

11 T. The City acknowledges that the County may periodically inspect the Project  
12 to ensure the property is being used as described in this Agreement. The City agrees to provide  
13 any necessary information to the County to carry out such inspections. Furthermore, the City  
14 agrees to take corrective action if the County determines that modifications to the use and location  
15 of the Project have resulted in a violation of the Federal CDBG regulations.

16 IV. CONFORMANCE WITH APPLICABLE LAWS AND REGULATIONS

17 A. The City shall, and shall cause its consultants, contractors, and  
18 subcontractors to, comply with all applicable State and Federal laws and regulations governing the  
19 Project.

20 B. Whenever the City uses the services of a contractor, the City shall require  
21 that the contractor comply with all Federal, State and local laws, ordinances, regulations, and  
22 Fresno County Charter provisions applicable in the performance of their work.

23 C. This Project is subject to the requirements of Section 3 of the Housing and  
24 Urban Development Act of 1968, as amended, 12 U.S.C. 1701(u). Accordingly, the City shall  
25 require the prime contractor to complete and submit documentation prior to award of the  
26 construction contract, and upon Project completion, that compliance with the Section 3 clause has  
27 been met.

28 D. Because the City is receiving at least \$100,000 for this Project from the

1 County's CDBG Program under this Agreement, the City shall complete and submit to the County  
2 Community Development Division a "Certification of Payments to Influence Federal Transactions"  
3 form and a "Standard Form LLL - Disclosure of Lobbying Activities" form. Likewise, before the City  
4 awards a contract using at least \$100,000 of such CDBG funds, the City shall require the  
5 consultant and/or contractor and all their sub-consultants and/or subcontractors to complete and  
6 submit these two (2) forms described herein to both the City and the County.

7 V. PAYMENT FOR THE PROJECT

8 A. At monthly intervals, the City shall submit a written request to the County for  
9 payment of specified costs incurred in the performance of this Agreement. The request for payment  
10 shall be accompanied by a written certification from the City that the request for payment is  
11 consistent with the amount of work that has been completed, and that said work is in accordance  
12 with the contract documents and this Agreement. The request for payment shall also be  
13 accompanied by documentation acceptable to the County, such as invoices or vouchers for  
14 services or materials purchased, contractor's costs, or other costs chargeable to the Project. After  
15 appropriate review and inspection, the County shall make payment from CDBG funds provided in  
16 this Agreement for all eligible costs specified herein up to the maximum amount payable under  
17 Section I.

18 B. Any savings realized in the final cost of the Project, due to Project cost  
19 and/or scope of work reductions, liquidated damages, or any other reason, shall be used to reduce  
20 the amount of this Project paid for with CDBG funds, and shall be credited to the City's CDBG  
21 allocation. If the City is required to provide any funds toward the Project, any cost savings shall be  
22 first used to reimburse the City for its contribution in excess of the total amount provided by this  
23 Agreement.

24 C. Payment for advertising and award shall be based on the actual costs of  
25 printing and noticing.

26 D. The County will not be bound by any agreement between the City and its  
27 agents.

28 E. Upon the completion of the Project, the City shall submit to the County

1 Community Development Division a written request for final payment of costs, which shall provide  
2 a detailed description of the Project pay items and costs. The County shall not be obligated to  
3 make any payments under this Agreement if the request for payment is submitted by the City more  
4 than sixty (60) days after the Notice of Completion has been filed with the County Recorder's  
5 Office. An extension to the sixty (60) day period may be granted by the Director prior to the deadline  
6 if the City can demonstrate just cause for the delay.

7 F. The County may withhold reimbursement to the City until a final POM,  
8 recorded NOC, and written summary of all Project work completed with CDBG and other funds,  
9 and evidence of compliance with the Section 3 clause, as specified in Sections III-O and IV-C,  
10 have been submitted to the County.

11 G. All requests for payment and supporting documentation shall be sent to:

12 Business Manager  
13 County of Fresno  
14 Department of Public Works and Planning  
15 Financial Services Division  
2220 Tulare Street, 6th Floor  
Fresno, CA 93721

16 H. The City shall establish accounting and bookkeeping procedures in  
17 accordance with standard accounting and bookkeeping practices, including, but not limited to,  
18 employee time cards, payrolls, and other records of all transactions to be paid with CDBG funds  
19 in accordance with the performance of this Agreement. All records and accounts shall be available  
20 for inspection by the County, the State of California, if applicable, the Comptroller General of the  
21 United States, and HUD or any of their duly authorized representatives, at all reasonable times,  
22 for a period of at least five (5) years following final payment under this Agreement, or the closure  
23 of all other pending matters, whichever is later. The City shall certify accounts when required or  
24 requested by the County.

25 I. The City, as a sub-recipient of Federal financial assistance, is required to  
26 comply with the provisions of the Single Audit Act of 1984 (31 U.S.C. Sections 7501 et seq.), as  
27 amended. Whenever the City expends and/or receives CDBG funds from the County for the  
28 Project, a copy of any audit performed by the City in accordance with said Act shall be forwarded

1 to the County Community Development Grants Program Manager within nine (9) months of the  
2 end of any City fiscal year in which funds were expended and/or received for the Project. Failure  
3 to perform the requisite audit functions as required by this paragraph may result in the County  
4 performing any necessary audit tasks, or, at the County's option, the County contracting with a  
5 public accountant to perform the audit. All audit costs related to the City's failure to perform the  
6 requisite audit are the sole responsibility of the City, and such audit work costs incurred by the  
7 County shall be billed to the City, as determined by County's Auditor-Controller/Treasurer-Tax  
8 Collector. In the event the City is only required to perform an audit under the provisions of the Act  
9 because the City is receiving CDBG funds, the County may perform, or cause to be performed,  
10 the required audit, to determine whether funds provided through this Agreement have been  
11 expended in accordance with applicable laws and regulations. Any audit-related costs incurred by  
12 the County under this provision shall be charged to the County CDBG Program. The City agrees  
13 to take prompt and appropriate corrective action on any instance of material non-compliance with  
14 applicable laws and regulations.

15 J. The City shall send a copy of the audit to:

16 Community Development Grants  
17 County of Fresno  
18 Department of Public Works and Planning  
19 Community Development Division  
20 2220 Tulare Street, 6th Floor  
21 Fresno, CA 93721

22 VI. INDEMNIFICATION

23 Each party to this Agreement shall indemnify, defend, and hold harmless the other  
24 party, its officers, agents, employees and representatives, from any and all loss, liability, costs,  
25 expenses and damage to persons or property, and from any and all claims, demands and actions  
26 in law or equity (including attorney's fees and legal expenses) arising or alleged to have arisen  
27 directly from any wrongful acts caused by its respective activities pursuant to this Agreement. The  
28 provisions of this Section VI shall survive the termination of this Agreement.

VII. TIME OF PERFORMANCE

A. The following schedule shall commence on the date this Agreement is

1 executed by the County.

2 1. Complete Consultant Engineer Selection Process – December 20,  
3 2019.

4 2. Complete Design Engineering and Submit to the County for Review  
5 – March 20, 2020.

6 3. Complete County Review and Approval of Plans – July 6, 2020.

7 4. Begin Advertising for Bids – July 10, 2020.

8 5. Award Contract – October 7, 2020.

9 B. The Project shall be completed, and Notice of Completion shall be filed with  
10 the Fresno County Recorder's Office, no later than March 12, 2021.

11 C. The final POM Report, written summary of all work completed,  
12 documentation demonstrating compliance with the Section 3 clause, and request for final payment  
13 shall be submitted to the County no later than May 12, 2021.

14 D. The City shall give immediate written notification to the County Community  
15 Development Division of any events that occur which may affect the above time schedule and  
16 completion date and the time schedule specified in the contract documents, or any event that may  
17 have significant impact upon the Project or affect the attainment of the Project's objectives. The  
18 Director is authorized to make adjustments in the above schedule if, in the Director's judgment,  
19 any delay is beyond the control of the parties involved.

20 E. Time is of the essence in the City's performance of this Agreement.

21 VIII. BREACH OF AGREEMENT

22 In the event the City fails to comply with any of the terms of this Agreement, the  
23 County may, at its option, deem the City's failure a material breach of this Agreement, and utilize  
24 any remedies permitted by law, that the County deems appropriate. Should the County deem a  
25 breach of this Agreement material, the County shall immediately be relieved of its obligations to  
26 make further payment as provided herein. Termination of this Agreement due to breach shall not,  
27 in any way whatsoever, limit the rights of the County in seeking any other legal relief in a court of  
28 law or equity, including the recovery of damages. In addition to the Agreement being terminated

1 by the County in accordance with a material breach of this Agreement by the City, this Agreement  
2 may also be terminated for convenience by the County in accordance with state and federal law.

3 IX. TERMINATION OF PROJECT

4 A. If the City decides to cancel the Project covered by this Agreement, the City  
5 shall submit a request in writing to the County Department of Public Works and Planning,  
6 Community Development Division explaining just cause for the request. The Director is authorized  
7 to approve such a request if, in the Director's judgment, there is just cause for the Project's  
8 cancellation.

9 B. If the City's request to cancel the Project covered by this Agreement is  
10 approved by the Director, the City shall promptly return to the County all payments of specified  
11 costs incurred in the performance of the Agreement to date.

12 C. If the Director approves the City's request to cancel the Project, any  
13 unexpended CDBG funds budgeted to the Project under this Agreement may be credited to the  
14 City's CDBG allocation, as appropriate.

15 X. VENUE; GOVERNING LAW

16 Venue for any action arising out of or relating to this Agreement shall be only in  
17 Fresno County, California. The rights and obligations of the parties, and all interpretation and  
18 performance of this Agreement shall be governed in all respects by the laws of the State of  
19 California.

20 XI. ENTIRE AGREEMENT

21 This Agreement constitutes the entire agreement between the City and the County  
22 with respect to the subject matter hereof, and supersedes all previous negotiations, proposals,  
23 commitments, writings, advertisements, publications, and understandings of any nature  
24 whatsoever unless expressly included in this Agreement.

25 ///

26 ///

27 ///

28

1 IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth  
2 on page one of this Agreement.

3  
4 CITY OF FOWLER

COUNTY OF FRESNO

5  
6 By: \_\_\_\_\_  
7 City Manager

Nathan Magsig, Chairman of the  
Board of Supervisors of the  
County of Fresno

8  
9 Date: \_\_\_\_\_

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

10 ATTEST:

ATTEST:  
Bernice E. Seidel  
Clerk of the Board of Supervisors  
County of Fresno, State of California

11  
12  
13 \_\_\_\_\_  
14 City Clerk, City of Fowler

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

15  
16 APPROVED AS TO LEGAL FORM:

17  
18 \_\_\_\_\_  
19 City Attorney

20  
21  
22 FUND NO: 0001  
23 SUBCLASS NO: 10000  
24 ORG NO: 7205  
ACCOUNT NO: 7885  
PROJECT NO: N19231  
ACTIVITY CODE: 7219

REMIT TO:

City of Fowler  
Attn: Jeannie Davis, City Manager  
128 South 5<sup>th</sup> Street  
Fowler, CA 93625  
Telephone: (559) 834-3113

**Exhibit 1**  
**County of Fresno**  
**Project Outcome Measurement Report**

Project #: \_\_\_\_\_ Project Name: \_\_\_\_\_

The County of Fresno is required to submit information annually on each project funded with Community Development Block Grant (CDBG) funds, per U.S. Department of Housing and Urban Development (HUD) guidelines. As a recipient of CDBG funds from the County, the County requests that you provide the following information:

1. Years Reported: \_\_\_\_\_ through \_\_\_\_\_

2. Enter the number of persons assisted that:

a. Now have **new access** to this type of public facility or infrastructure improvement: \_\_\_\_\_ or N/A

(New access to a public facility or infrastructure is when the facility did not previously exist and is provided for the first time.)

b. Now have **improved access** to this type of public facility or infrastructure improvement: \_\_\_\_\_ or N/A

(Improved access to a public facility or infrastructure is when the facility or infrastructure is improved or expanded, enabling the grantee to expand the number of people or type of service the facility provides.)

c. Are served by this public facility or infrastructure improvement that **is no longer substandard**: \_\_\_\_\_ or N/A

(A public facility or infrastructure is no longer substandard when the CDBG funds were used to meet a quality standard, or measurably improve the quality of the facility or infrastructure.)

(Note: The numbers of persons entered in a, b, and c, above, must add up to the total number of persons entered in question 3.)

3. Total number of persons assisted: \_\_\_\_\_

4. Please describe the accomplishments made on this project in the past year (i.e. construction progress). If the project is complete, please describe the overall accomplishments made on the project.

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Form Completed By: \_\_\_\_\_

RECEIVED  
SEP 11 2019

CITY OF FOWLER  
128 S. 5<sup>TH</sup> STREET  
FOWLER, CA 93625  
(559) 834-3113 (559) 834-0185 FAX

ITEM 110

BY: *Maria L. Lewis*  
City Clerk

CLAIM FORM

FORM B

(Please Type Or Print)

CLAIM AGAINST: CITY OF FOWLER  
(Name of Entity)

Claimant's name: Mercedes Tovar

SS#: \_\_\_\_\_ DOB: 7/10/1970 Gender: Male \_\_\_\_\_ Female X

Claimant's address: \_\_\_\_\_

Address where notices about claim are to be sent, if different from above: \_\_\_\_\_

Date of incident/accident: 11 or 12 June 2019

Date injuries, damages, or losses were discovered: 11 or 12 June 2019

Location of incident/accident: Golden state between Merced st and Adams

What did entity or employee do to cause this loss, damage, or injury? I was cutting the grass with a large machine grabbed stones and fell on the glass of my car and crashed it.  
(Use back of this form or separate sheet if necessary to answer this question in detail.)

What are the names of the entity's employees who caused this injury, damage, or loss (if known)? \_\_\_\_\_

I do not know

What specific injuries, damages, or losses did claimant receive? broken windshield

(Use back of this form or separate sheet if necessary to answer this question in detail.)

What amount of money is claimant seeking or, if the amount is in excess of \$10,000, which is the appropriate court of jurisdiction. Note: If Superior and Municipal Courts are consolidated, you must represent whether it is a "limited civil case" [see Government Code 910(f)] \_\_\_\_\_

\$372.31

How was this amount calculated (please itemize)? Estimate

(Use back of this form or separate sheet if necessary to answer this question in detail.)

Date Signed: Mercedes Tovar Signature: 9/11/19

If signed by representative:

Representative's Name \_\_\_\_\_ Address \_\_\_\_\_

Telephone # \_\_\_\_\_

Relationship to Claimant \_\_\_\_\_

Take to claim  
RECEIVED  
AUG 26 2019

BY: .....

I could not stop to talk to the worker for the place that is dangerous to stop (Golden state) and behind me was a large truck (National Raisins C.O.). I thought that the person would be working back and was not. So I decided to go to the City of Fowler to expose what happened.