



**FOWLER CITY COUNCIL MEETING  
AGENDA  
JANUARY 21, 2020  
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.)

*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. Swearing In: Police Officer Vincent Jimenez
7. Communications

8. Staff Reports

A) City Engineer's Report

- 1) Approve Reimbursement Agreement with Fowler Business and Professional Park, LLC Related to Infrastructure Improvements Associated with Parcel Map 16-01 and Authorize the City Manager to Execute the Agreement on Behalf of the City of Fowler.

B) City Manager's Report

- 1) Approve Purchase and Sale Agreement – Property: 119 S. 6<sup>th</sup> Street, Fowler, California

C) Public Works Director's Report

D) Finance Department Report

E) Police Department Report

F) Fire Department Report

9. City Attorney's Report

10. *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 21, 2020

B) Approve Minutes of the City Council Meeting – January 7, 2020

C) Consider Approving Staff's Recommendation to Reject Claim – Jose Luis Perez & Rosa Marcial-Perez, Claimant, vs. City of Fowler

D) Approve Budget Amendment for City Hall Roof Maintenance

E) Accept and Adopt the TCP Feasibility Report by Provost & Pritchard Consulting Group dated January 15, 2020

11. 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

12. Adjournment

Next Ordinance No. 2020-01

Next Resolution No. 2459

*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 17, 2020.*



Corina Burrola  
Deputy City Clerk

**AGREEMENT FOR REIMBURSEMENT****PARCEL MAP 16-01****Fowler Business and Professional Park, LLC**

THIS AGREEMENT FOR REIMBURSEMENT ("Agreement") is made and entered into effective on January 21, 2020 ("Effective Date") by and between the CITY OF FOWLER, a municipal corporation, hereinafter referred to as CITY, and FOWLER BUSINESS AND PROFESSIONAL PARK, LLC, a California limited liability company, hereinafter referred to as DEVELOPER, based on the following recitals, terms and conditions.

**RECITALS**

1. DEVELOPER has constructed and installed reimbursable improvements associated with Parcel Map 16-01 in the City of Fowler, County of Fresno, California and as described in Exhibit "A" which is attached hereto and made a part hereof (collectively "Improvements").
2. As conditions of approval for Parcel Map 16-01, the DEVELOPER is required to construct and install the Improvements.

**AGREEMENT**

The parties hereby mutually agree as follows:

1. The Improvements, in part, benefit other lands identified in Exhibit "B" within the CITY by providing various public services to those lands (collectively "Benefited Lands"). Developer is entitled to receive reimbursement for the construction and installation of the Improvements, pursuant to the calculations identified in Exhibit "A", in the total amount of \$136,932.43 ("Reimbursement Amount").
2. DEVELOPER warrants and represents it has incurred costs and expended moneys for the construction and installation of the Improvements and the Improvements have been dedicated to the City or the Selma-Fowler-Fowler Consolidated Sanitation District ("SKF"), (if required), and accepted by the City or SKF, as applicable, and will be maintained by the City or SKF, as applicable.
3. CITY agrees to collect various facility fees, development fees and other fees established by the City or SKF as the Benefited Lands develop and maintain same in separate CITY accounts for reimbursement purposes, such fees may be used, all or in part, to reimburse DEVELOPER for the Improvements in accordance with the procedure establish in this Agreement ("Reimbursement Accounts").



4. Each year, during the term of this Agreement, the CITY will identify in the annual fee resolution adopted by the Fowler City Council, the amount of funds available, if any, in the Reimbursement Accounts for reimbursement under all existing CITY reimbursement agreements. On or before September 1<sup>st</sup> of each year during the term of this Agreement, the CITY will reimburse DEVELOPER its share of the funds available in the Reimbursement Accounts.

5. The term of this Agreement shall be for a period not exceeding ten (10) years, commencing on the Effective Date set forth above and terminating on either the date upon which DEVELOPER has received the total Reimbursement Amount or January 21, 2030, whichever is earlier. However, the term of this Agreement and the rights and obligations of the parties hereunder shall automatically extend for two (2) years if DEVELOPER has not been reimbursed at least ninety percent (90%) of the total Reimbursement Amount within the initial ten year term of this Agreement. Such extended term is not a guarantee that any funds will be available in any Reimbursement Accounts to make reimbursement payments to DEVELOPER during the extended term. Upon expiration of the term of this Agreement, and except as otherwise set forth in this Agreement, the rights and obligations of the parties, including the CITY's obligation of reimbursement, shall automatically terminate, even though the total amount of the Reimbursement Amount may not have been reimbursed to DEVELOPER.

6. This Agreement is solely for the purpose of identifying the reimbursement procedure between the parties for reimbursement of the Reimbursement Amount as set forth in this Agreement and CITY assumes no liability or responsibility with regard to the construction or installation of the Improvements or any easements or deeds associated therewith.

7. It is the responsibility of DEVELOPER to provide CITY with the name, address and telephone number of the proper recipient of the Reimbursement Amounts.

8. DEVELOPER agrees to indemnify, defend and hold the CITY, its elective and appointive officers, agents and employees harmless for any action, proceeding, loss, costs, claims or damages in any way related to CITY's reimbursement of the Reimbursement Amount to DEVELOPER under this Agreement. The provisions of this Section 8 shall survive the termination of this Agreement.

9. The CITY's obligation to reimburse the Reimbursement Amount as provided in this Agreement is expressly limited to DEVELOPER's share of the amount of funds available, if any, in the Reimbursement Accounts during the term of this Agreement.

10. DEVELOPER agrees that no interest will be paid by CITY to DEVELOPER on the Reimbursement Amount.

11. This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the matters set forth herein and contains all of the covenants and agreements between the parties regarding said matters.

12. The covenants and agreements contained in this Agreement shall be binding upon and shall inure to the benefit of the heirs, successors and assigns of the parties hereto. This Agreement shall not be assigned by DEVELOPER without the express written consent of CITY.

13. No change, amendment or modification of this Agreement shall be valid unless the same be in writing and signed by the parties hereto.

14. This Agreement shall be construed and governed pursuant to the laws of the State of California.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, effective on the day and year set forth above.

FOWLER BUSINESS AND PROFESSIONAL  
PARK, LLC

CITY OF FOWLER

By: Valley Children's Hospital, a California  
nonprofit public benefit corporation, Member

By \_\_\_\_\_  
Jeannie Davis, City Manager

By: Michele R. Waldron, Senior Vice  
President and Chief Financial Officer



APPROVED AS TO CONTENT:

\_\_\_\_\_  
David Peters, City Engineer

APPROVED AS TO FORM:

\_\_\_\_\_  
Scott G. Cross, City Attorney



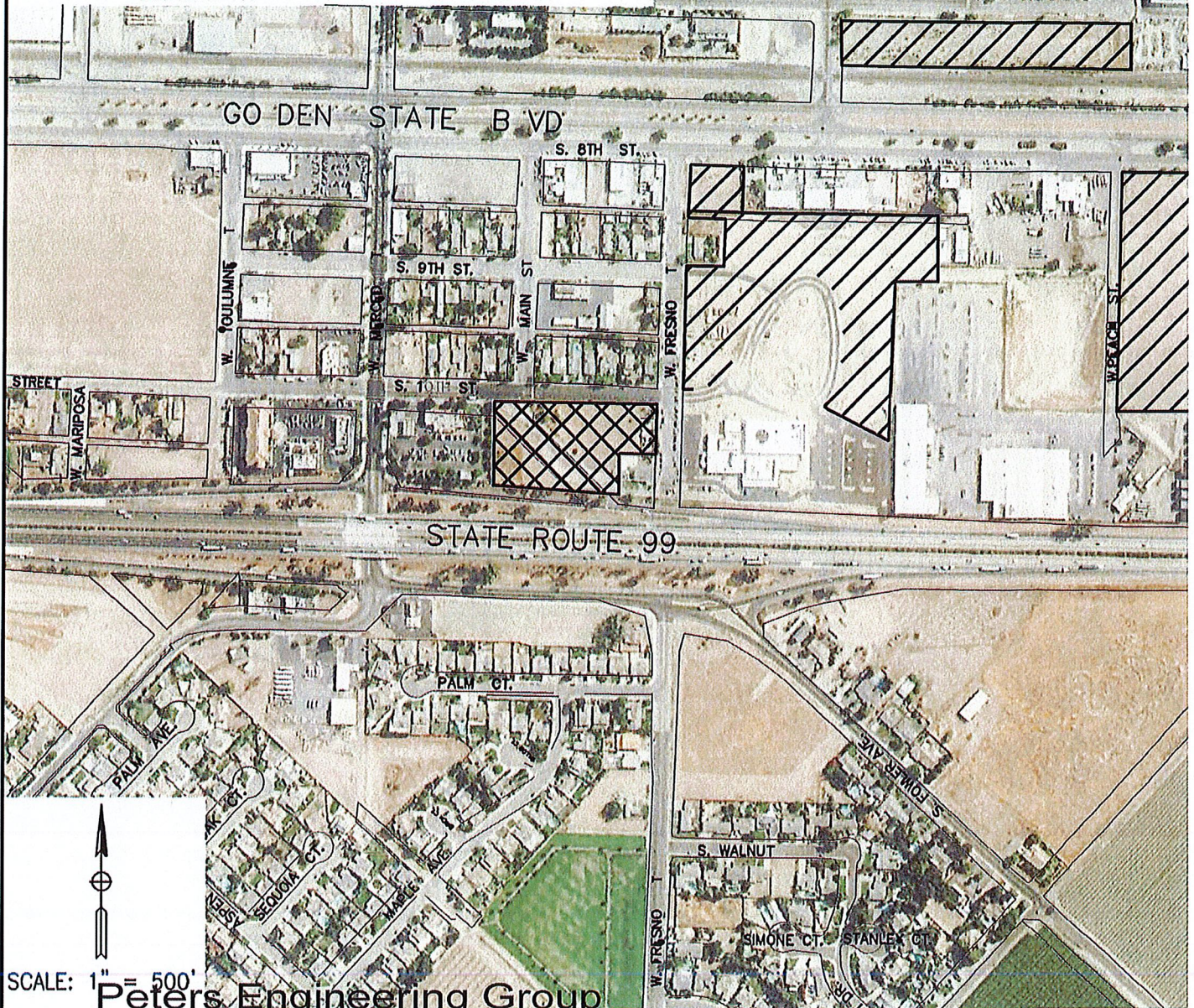
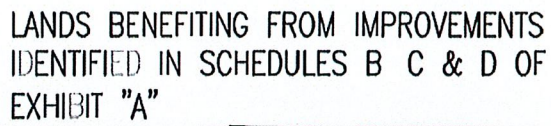
Exhibit "A"  
PM 16-01 Reimbursement Schedule

Schedule	Facility	Quantity	Unit	Unit Price	Cost	Reimbursement %	Reimbursement
A	Oversize 36" Storm Drainage	355.72	LF	\$35.00	\$12,450.20	100%	\$12,450.20
	Storm Drainage Outfall Structure	1	EA	\$16,000.00	\$16,000.00	50%	\$8,000.00
	Storm Drainage Manhole	1	EA	\$6,500.00	\$6,500.00	50%	\$3,250.00
			Subtotal SD (Schedule A) = \$34,950.20				Reimbursement = \$23,700.20
B	18" Storm Drainage Trench Patch*	1	LS	\$19,693.75	\$19,693.75	50%	\$9,846.88
	Install 18" SD (incl. MH's & Inlets) in 10th Street*	1	LS	\$86,250.00	\$86,250.00	50%	\$43,125.00
	Demolition / Sawcutting (10th Street SD)*	1	LS	\$1,217.56	\$1,217.56	50%	\$608.78
	Surveying (10th Street SD)*	1	LS	\$621.00	\$621.00	50%	\$310.50
			Subtotal SD (Schedule B) = \$107,782.31				Reimbursement = \$53,891.16
C	Install 10" Watermain & Appurtenances*	1	LS	\$69,000.00	\$69,000.00	25%	\$17,250.00
	10" Watermain Trench Patch*	1	LS	\$19,693.75	\$19,693.75	25%	\$4,923.44
	Demolition / Sawcutting (10th St Water)*	1	LS	\$1,217.56	\$1,217.56	25%	\$304.39
	Surveying (10th Street Water)*	1	LS	\$621.00	\$621.00	25%	\$155.25
			Subtotal Water (Schedule C) = \$90,532.31				Reimbursement = \$22,633.08
D	Reconstruct 10th Street Pavement Section*	1	LS	\$73,416.00	\$73,416.00	50%	\$36,708.00
			Subtotal Street (Schedule D) = \$73,416.00				Reimbursement = \$36,708.00

\* - Denotes partial reimbursement as deemed appropriate by City Engineer and/or City Manager

Reimbursement Summary	
SD Reimbursement (Schedule A) =	\$23,700.20
SD Reimbursement (Schedule B) =	\$53,891.16
Water Reimbursement (Schedule C) =	\$22,633.08
Street Reimbursement (Schedule D) =	\$36,708.00
Total Reimbursement =	\$136,932.43





# Peters Engineering Group



**AGREEMENT FOR PURCHASE AND SALE  
OF REAL PROPERTY AND JOINT ESCROW INSTRUCTIONS**

(119 S. 6th Street)

This Agreement for Purchase and Sale of Real Property and Joint Escrow Instructions (“Agreement”) is entered effective on \_\_\_\_\_, 2020, by and between the City of Fowler, a California general law city and municipal corporation (“Buyer”) and \_\_\_\_\_ (hereinafter collectively the “Seller”), with respect to the following Recitals, which are a substantive part of this Agreement:

**RECITALS**

- A. Seller is the fee owner of a parcel of real property consisting of approximately 11,550 square feet, and improved with an approximately 3,139 square foot building formerly used as a medical clinic, at 119 S. 6th Street in the City of Fowler, County of Fresno, Assessor’s Parcel Number 343-172-09, as legally described in **Exhibit A**.
- B. Seller desires to sell the real property, and Buyer desires to purchase the real property given its proximity to City Hall and potential public use.
- C. Buyer and Seller have agreed to Buyer’s purchase of the real property by means of this Agreement and the recordation of a grant deed conveying the real property to Buyer.

NOW THEREFORE, in consideration of the mutual covenants herein contained, and for other good and valuable consideration, Buyer and Seller agree as follows:

**AGREEMENT**

1. The Property. Seller agrees to sell and convey to Buyer, and Buyer agrees to purchase and acquire from Seller, subject to the terms and conditions set forth herein, that certain real property located at 119 South 6th Street, in the City of Fowler, County of Fresno, California, Fresno County Assessor’s Parcel No. 343-172-09 as more particularly described in **Exhibit “A”** attached hereto and incorporated herein, along with all improvements thereon and easements, licenses, and interests appurtenant thereto, and all entitlements owned or held by Seller in connection therewith (hereinafter the “Property”).
2. Purchase Price. The total purchase price to be paid by Buyer for the Property shall be Three Hundred Twenty Thousand Dollars (\$320,000.00) (the “Purchase Price”). As provided herein, Buyer shall pay the Purchase Price by depositing funds into the escrow in time to meet the Title Company’s requirements for immediately available funds at close of escrow.
3. Escrow.
  - A. Opening of Escrow. Following execution of this Agreement, the parties shall open an escrow with Chicago Title Insurance Company, 1140 F Street, Ste. 103, Reedley, CA 93654 (“Title Company” or “Escrow Agent”) by depositing a fully executed copy of this Agreement. This Agreement, when signed by both parties and deposited with the Title Company, will be the joint escrow instructions. Buyer and Seller must sign any other form instructions required by Title

Company that are not inconsistent with the terms of this Agreement.

B. Title Report. Escrow Agent shall deliver to Buyer, with a copy to Seller, a standard preliminary title report ("Title Report") together with legible copies of all documents underlying the exceptions ("Exceptions") set forth in the Title Report, within five (5) business days after Escrow is opened.

C. Due Diligence Period. Buyer shall have twenty (20) days following the opening of Escrow to conduct due diligence of the Property ("Due Diligence Period"). During the Due Diligence Period, Buyer may do the following, which shall be considered part of Buyer's conditions precedent to closing:

(1) Approve or waive, in writing, any covenants, conditions, or restrictions that affect title to the Property. The following shall be deemed to not affect title: property interests held by a public body or public bodies, including without limitation easements, franchises, licenses, or other property interests of the public body or public bodies, on the Property and/or within the public rights-of-way around the perimeter of the Property, to the extent not materially affecting the use of the Property; the lien of any non-delinquent property taxes and assessments (to be prorated at Close of Escrow); and any incidental easements or other matters affecting title which are approved by Buyer during the Due Diligence Period. Seller shall provide to Buyer within five (5) days of Escrow opening copies of any known non-recorded document in its possession or reasonable control pertaining to development, use and ownership of the Property.

(2) Approve or waive, in writing, any soils reports, including hazardous waste reports, and engineering data, ALTA and/or land surveys and maps pertaining to the Property, whether provided by Seller or obtained by Buyer. Seller shall provide to Buyer within five (5) days of Escrow opening copies of any existing environmental reports reasonably available or already in Seller's possession, including any topographical survey, environmental reports, soils and geotechnical reports.

(3) Have a right, along with its agents and contractors, to enter upon the Property at any reasonable time to make such inspections, surveys and tests of the Property as may be necessary or desirable in Buyer's judgment. Buyer shall use care and consideration in connection with any such inspection and testing and shall hold harmless and indemnify Seller from any and all claims, damages, costs, losses and expenses (including reasonable attorneys' fees) arising out of or resulting from such entry and/or activities upon the Property.

(4) Have a right, along with its agents and contractors, to enter upon the Property, and all buildings and areas, for the purposes of inspecting any building and areas to determine compliance with applicable codes and laws.

D. Condition of Title. All matters contained in the Title Documents that are approved or deemed approved by Buyer at the expiration of the Due Diligence Period, shall be deemed "Permitted Exceptions." Seller shall convey title to the Property to Buyer in fee simple title, free and clear of all title defects, liens, encumbrances, conditions, covenants, restrictions, and other adverse interest of record or known to Seller, excepting only those Permitted Exceptions or such other encumbrances or conditions that do not affect use or enjoyment of the Property.



E. Closing Date. Escrow shall close on or before thirty (30) days after the opening of Escrow ("Close of Escrow"), unless otherwise mutually extended in writing by the parties.

F. Escrow Closing Costs. The costs associated with this transaction shall be paid as follows:

(1) Buyer shall pay the cost of obtaining a standard form CLTA (California Land Title Association) title insurance policy covering the Property for the Purchase Price ("Title Policy") issued by the Title Company as the "Title Insurer," and the cost of an ALTA title insurance policy upgrade, if desired.

(2) The Title Company's fees shall be split equally between Buyer and Seller. All other standard closing costs and prorations will be divided between the Buyer and Seller pursuant to the local custom in Fresno County.

(3) Buyer is exempt (and takes responsibility from the Seller) from certain charges such as recording fees and documentary transfer taxes pursuant to Section 27383 of the Government Code.

(4) Real property taxes prorated to the Close of Escrow shall be paid by Seller at the Close of Escrow. Buyer, as a public agency, is not obligated to pay property taxes. Assessments or other charges with respect to the Property shall be prorated between Seller and Buyer based on a thirty (30) day month.

G. Brokers Fees and Commissions. Seller and Buyer represent and acknowledge that no other agreements exist with any third parties that have been involved in the procurement or negotiation of this Agreement and that no other parties or individuals are entitled to a real estate commission in connection with this purchase and sale herein.

H. Seller's Conditions of Closing. Seller's obligation to proceed with Escrow closing is subject to the fulfillment or waiver by Seller of each of the conditions precedent described below ("Seller Conditions Precedent"), which are solely for the benefit of Seller, and which shall be fulfilled or waived by the time periods provided for herein:

(1) Prior to the Close of Escrow, Buyer shall not be in material default in any of its obligations under the terms of this Agreement, and all representations and warranties of Buyer contained herein shall be true and correct in all material respects.

(2) Buyer shall have executed any documents required hereunder, and delivered such documents into Escrow.

(3) Buyer shall have deposited in Escrow Buyer's share of any Escrow fees or costs.

(4) Buyer shall have deposited in Escrow a Certificate of Acceptance meeting the requirements of California Government Code section 27281, and in a form approved by Buyer and acceptable to the Fresno County Recorder's Office.

I. Buyer's Conditions of Closing. Buyer's obligation to proceed with Escrow closing is subject to the fulfillment or waiver by Buyer of each of the conditions precedent described below ("Buyer Conditions Precedent"), which are solely for the benefit of Buyer, and which shall be fulfilled or waived by the time periods provided for herein:

(1) Buyer has approved or waived, in writing, all reviews, testing, inspections and other matters eligible to be reviewed or conducted during the Due Diligence Period.

(2) Prior to the Close of Escrow, Seller shall not be in material default in any of its obligations under the terms of this Agreement, and all representations and warranties of the Seller contained herein shall be true and correct in all material respects.

(3) Seller shall have executed the Grant Deed and any other documents required hereunder, and delivered such documents into Escrow.

(4) Seller shall have deposited in Escrow Seller's share of escrow fees or costs and prorated property taxes.

(5) Escrow Officer is prepared to provide to Buyer the requested title insurance policies upon the Close of Escrow.

J. Closing Procedure. Escrow Agent shall close Escrow as follows:

(1) When both the Buyer's Conditions Precedent and Seller's Conditions Precedent have been fulfilled or waived by Buyer and Seller, respectively, Escrow Agent shall deliver and record the Grant Deed with the Certificate of Acceptance with instructions for the Fresno County Recorder's Office to deliver the recorded Grant Deed to Buyer.

(2) Deliver the policy of title insurance to Buyer and a copy to Seller.

(3) Pay and charge Buyer and Seller, respectively, for any Escrow fees, charges, costs, and prorated taxes payable as provided in this Section 3.

(4) File and deliver any informational reports, forms, statements, and certificates as required by federal, state or local law.

(5) Forward to both Seller and Buyer a separate closing statement of all funds received and disbursed for each party and copies of all executed and recorded or filed documents deposited into Escrow, with such recording and filing date and information endorsed thereon.

K. Termination. If Escrow is not in condition to close by the Closing Date, then either party which has fully performed under this Agreement may, in writing, demand termination of Escrow. If either party makes a written demand for termination of Escrow, Escrow shall not terminate until thirty (30) days after Escrow Agent shall have delivered copies of such demand to the other party at the address shown in this Agreement. If any objections are raised within that thirty (30) day period, Escrow Agent is authorized to hold all money, papers, and documents until instructed by mutual written instructions of the parties or court order. Upon termination, Escrow Agent shall return all money, papers and documents deposited in Escrow to the respective depositing party. Termination of



the Escrow shall be without prejudice as to whatever legal rights either party may have against the other arising from this Agreement. If no termination demand is made, Escrow Agent shall proceed with closing the Escrow as soon as possible.

4. Representations and Warranties.

A. Seller's Representations.

(1) To Seller's knowledge, neither Seller nor any other person or entity has used, generated, manufactured, stored or disposed of on, under, or about the Property or transported to or from the Property any flammable explosives, radioactive materials, hazardous wastes, toxic substances or related materials ("Hazardous Substances") in violation of any law.

For the purpose of this Agreement, Hazardous Substances include, without limitation, oil, natural gas or other petroleum or hydrocarbon substances; substances defined as "hazardous substances," "hazardous materials," "toxic substances," "hazardous wastes," "extremely hazardous wastes" or "restricted hazardous wastes" or stated to be known to cause cancer or reproductive toxicity under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et seq.; the Federal Water Pollution Control Act, 33 U.S.C. Section 1317, et seq.; the California Hazardous Substance Act, Health and Safety Code sections 28740, et seq.; the California Hazardous Waste Control Act, Health and Safety Code sections 25100, et seq.; the California Safe Drinking Water and Toxic Enforcement Act, Health and Safety Code sections 24249.5, et seq.; the Porter-Cologne Water Quality Act, Water Code sections 1300, et seq.; or any substances so defined or stated in any of the regulations adopted and publications promulgated under said laws.

(2) To Seller's knowledge, there is no pending or threatened litigation affecting the Property.

(3) This Agreement and all other documents delivered by Seller to Buyer now or prior to Escrow closing are true and correct in all material respects, have been or will be duly executed and delivered by Seller and are legal, valid, and binding obligations of Seller, are enforceable in accordance with their respective terms, and do not violate any provision of any agreement to which Seller is a party.

(4) Seller is not the subject of bankruptcy or other insolvency proceedings.

(5) Seller is not aware of any contingency or fact that would affect the ability to sell the Property.

B. Buyer's Representations.

(1) Buyer is a duly organized municipal corporation under California law and has the authority to enter into this Agreement. This agreement has been approved by Buyer's governing body and the signatory is authorized to execute this Agreement and bind the Buyer.

(2) This Agreement and all other documents delivered by Buyer to Seller now or prior to Escrow closing are true and correct in all material respects, have been or will be duly executed and delivered by Buyer and are legal, valid, and binding obligations of Buyer, are enforceable in accordance with their respective terms, and do not violate any provision of any agreement to which Buyer is a party.

(3) Buyer is not the subject of bankruptcy or other insolvency proceedings.

5. Miscellaneous.

A. Entire Agreement, Waivers, and Amendments. This Agreement (together with the Exhibits identified herein and incorporated by this reference) is the entire agreement between Seller and Buyer regarding the purchase and sale of the Property, and supersedes all prior discussions, negotiations, commitments or understandings, written or oral between the parties with respect to the subject matter herein. All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of the party to be charged. Any amendment or modification to this Agreement must be in writing and executed by both parties.

B. Counterpart Copies. The Agreement may be signed in counterpart or duplicate originals, and any signed counterpart or duplicate original shall be equivalent to a signed original for all purposes.

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

D. Binding on Heirs. This Agreement shall be binding upon the parties hereto and their respective heirs, representatives, transferees, successors, and assigns.

E. Agreement Survives Close of Escrow. All obligations referred to or required to be performed at a time or times after Escrow closing, whether specifically referred to as surviving Escrow closing or not, and all representation and warranties contained herein which are intended to bind the parties after vesting of title in Buyer shall survive Escrow closing.

F. Severability. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

G. Interpretation; Governing Law. This Agreement shall be construed according to its fair meaning and as if prepared by both parties hereto, and shall be construed in accordance with the laws of the State of California.

H. Time is of the Essence. Time is of the essence in this Agreement and each provision hereof. Although time is of the essence in this Agreement, this provision will not cause an automatic forfeiture and will be construed in accordance with traditional principles of equity.

I. Rights and Remedies are Cumulative. Except as may be otherwise expressly stated in this Agreement, the rights and remedies of the parties are cumulative, and the exercise by any party of one or more of its right or remedies shall not preclude the exercise by it, at the same time or at



different times, of any other rights or remedies for the same default or any other default by another party.

J. Cooperation. Buyer and Seller acknowledge that it may be necessary to execute documents other than those specifically referred to herein in order to complete the transaction and/or to accomplish the objectives and requirements that are set out in this Agreement. Buyer and Seller agree to cooperate with each other by executing such other documents or taking such other actions as may be reasonably necessary to complete this transaction in accordance with the intent of the parties as evidenced in this Agreement.

K. Notices. All notices and other communications required or permitted under this Agreement shall be in writing and duly given on the date of service, if served personally on the person to receive the notice, or delivered by depositing the notice or communication in the U. S. mail, postage prepaid, and addressed to the relevant party at the address set forth below.

**To Seller:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**To Buyer:** Jeannie Davis  
City Manager  
City of Fowler  
128 S. 5th Street  
Fowler, CA 93625

WHEREFORE, Buyer and Seller have executed this Agreement as of the Effective Date set forth above.

SELLER

BUYER

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

CITY OF FOWLER, a California general law city and municipal corporation

Print Name: \_\_\_\_\_

By: \_\_\_\_\_  
Jeannie Davis, City Manager

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

Print Name: \_\_\_\_\_

**ATTEST:**

By: \_\_\_\_\_  
Corina Burrola, Deputy City Clerk

**APPROVED AS TO LEGAL FORM:**

By: \_\_\_\_\_  
Scott G. Cross, City Attorney

**EXHIBIT “A”**  
**(TO BE ATTACHED)**

CITY OF FOWLER  
WARRANTS LIST  
January 21, 2020

ACCOUNTS PAYABLE CHECKS	CHECK NUMBERS	CHECK DATES	AMOUNT
Regular checks	35952-36039	Jan 8 thru Jan 17	\$ 217,066.36
TOTAL ACCOUNTS PAYABLE CHECKS			<u>\$ 217,066.36</u>
PAYROLL COSTS			
First January Bi-Monthly Payroll		January 15, 2020	91,617.37
TOTAL PAYROLL COSTS			<u>\$ 91,617.37</u>
TOTAL CASH DISBURSEMENTS			<u>\$ 308,683.73</u>

NOTE:

Check #35954      Void check  
Check #35956      Void check

ITEM 10A



SELECTION CRITERIA: transact\_check\_no between '35952' and '36039'  
ACCOUNTING PERIOD: 7/20

## FUND - 100 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DEPT	ACCNT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1001	35952	01/08/20	13655	PROVOST & PRITCHARD	100	1150	TCP	0.00	13,500.00
1001	35952	01/08/20	13655	PROVOST & PRITCHARD	6150	5520	ADMIN	0.00	7,741.60
1001	35952	01/08/20	13655	PROVOST & PRITCHARD	6150	5320	TCP	0.00	4,500.00
1001	35952	01/08/20	13655	PROVOST & PRITCHARD	100	2060	TRACT 6274	0.00	3,313.60
1001	35952	01/08/20	13655	PROVOST & PRITCHARD	100	2060	BUFOF OIL	0.00	2,453.50
1001	35952	01/08/20	13655	PROVOST & PRITCHARD	100	2060	PHX SPR 19-02	0.00	1,334.20
1001	35952	01/08/20	13655	PROVOST & PRITCHARD	100	2060	BAJWA CUP 19-02	0.00	255.30
1001	35952	01/08/20	13655	PROVOST & PRITCHARD	100	2060	SPR 19-01	0.00	176.40
TOTAL	CHECK					2060		0.00	33,274.60
1001	35953	01/08/20	13187	SECOND CHANCE ANIMA	6270	5220	SERVICES	0.00	1,000.00
1001	35953	01/08/20	13187	SECOND CHANCE ANIMA	6270	5220	SERVICES	0.00	1,000.00
TOTAL	CHECK					5220		0.00	2,000.00
1001	35954	01/08/20	10551	PARRA, DANIEL	6010	5260	LOCC CONFERENCE	0.00	-379.50
1001	35954	01/08/20	10551	PARRA, DANIEL	6010	5260	LOCC CONFERENCE	0.00	-300.00
1001	35954	01/08/20	10551	PARRA, DANIEL	6010	5260	LOCC CONFERENCE	0.00	379.50
TOTAL	CHECK					5260		0.00	300.00
1001	35955	01/08/20	11862	YVONNE HERNANDEZ	6700	5185	REIMBURSEMENT	0.00	64.00
1001	35955	01/08/20	11862	YVONNE HERNANDEZ	6700	5185	REIMBURSEMENT	0.00	41.85
TOTAL	CHECK					5185		0.00	105.85
1001	35956	01/08/20	10551	PARRA, DANIEL	6010	5260	LOCC CONFERENCE	0.00	-379.50
1001	35956	01/08/20	10551	PARRA, DANIEL	6010	5260	LOCC CONFERENCE	0.00	379.50
TOTAL	CHECK					5260		0.00	0.00
1001	35957	01/08/20	10551	PARRA, DANIEL	6010	5260	LOCC CONF MILEAGE	0.00	379.50
1001	35958	01/09/20	10288	SMART & FINAL	6700	5185	SUPPLIES	0.00	854.60
1001	35959	01/09/20	11060	SOLIAN MARCO	6120	5300	PER DIEM	0.00	110.00
1001	35960	01/13/20	11060	SOLIAN MARCO	6120	5300	PER DIEM	0.00	110.00
1001	35961	01/14/20	10064	COLONIAL LIFE INSUR	100	2042	EMPLOYEE DEDUCITON	0.00	120.54
1001	35961	01/14/20	10064	COLONIAL LIFE INSUR	100	2044	EMPLOYEE DEDUCITON	0.00	292.92
TOTAL	CHECK					2043		0.00	413.46
1001	35962	01/14/20	10149	ICMA-RC 457 PLAN 3	100	2043	EMPLOYEE DEDUCTION	0.00	715.00
1001	35963	01/14/20	13496	KEENAN & ASSOCIATES	6700	5084	EMPLOYEE BENEFITS	0.00	657.45
1001	35963	01/14/20	13496	KEENAN & ASSOCIATES	6020	5084	EMPLOYEE BENEFITS	0.00	780.20
1001	35963	01/14/20	13496	KEENAN & ASSOCIATES	100	2041	EMPLOYEE BENEFITS	0.00	1,675.00
1001	35963	01/14/20	13496	KEENAN & ASSOCIATES	6200	5084	EMPLOYEE BENEFITS	0.00	7,882.39
1001	35963	01/14/20	13496	KEENAN & ASSOCIATES	6120	5084	EMPLOYEE BENEFITS	0.00	16,191.77
1001	35963	01/14/20	13496	KEENAN & ASSOCIATES	6150	5084	EMPLOYEE BENEFITS	0.00	319.97
1001	35963	01/14/20	13496	KEENAN & ASSOCIATES	6025	5084	EMPLOYEE BENEFITS	0.00	351.97
1001	35963	01/14/20	13496	KEENAN & ASSOCIATES	6030	5084	EMPLOYEE BENEFITS	0.00	460.22
1001	35963	01/14/20	13496	KEENAN & ASSOCIATES	6400	5084	EMPLOYEE BENEFITS	0.00	657.45
TOTAL	CHECK					5084		0.00	28,976.42

SUPERION  
DATE: 01/17/2020  
TIME: 13:46:15

CITY OF FOWLER  
CHECK REGISTER - BY FUND

SELECTION CRITERIA: transact.check\_no between '35952' and '36039'  
ACCOUNTING PERIOD: 7/20

FUND - 100 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DEPT	ACCNT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1001	35964	01/14/20	13647	SUN LIFE FINANCIAL	6700	5084	EMPLOYEE BENEFITS	0.00	33.18
1001	35964	01/14/20	13647	SUN LIFE FINANCIAL	6150	5084	EMPLOYEE BENEFITS	0.00	33.18
1001	35964	01/14/20	13647	SUN LIFE FINANCIAL	6030	5084	EMPLOYEE BENEFITS	0.00	104.97
1001	35964	01/14/20	13647	SUN LIFE FINANCIAL	6160	5084	EMPLOYEE BENEFITS	0.00	127.88
1001	35964	01/14/20	13647	SUN LIFE FINANCIAL	6020	5084	EMPLOYEE BENEFITS	0.00	139.67
1001	35964	01/14/20	13647	SUN LIFE FINANCIAL	6120	5084	EMPLOYEE BENEFITS	0.00	836.10
1001	35964	01/14/20	13647	SUN LIFE FINANCIAL	100	2046	EMPLOYEE BENEFITS	0.00	1,386.07
1001	35964	01/14/20	13647	SUN LIFE FINANCIAL	6400	5084	EMPLOYEE BENEFITS	0.00	33.18
1001	35964	01/14/20	13647	SUN LIFE FINANCIAL	6200	5084	EMPLOYEE BENEFITS	0.00	434.64
TOTAL CHECK								0.00	3,128.87
1001	35965	01/14/20	11335	VISION SERVICE PLAN	6400	5084	EMPLOYEE BENEFITS	0.00	9.85
1001	35965	01/14/20	11335	VISION SERVICE PLAN	6700	5084	EMPLOYEE BENEFITS	0.00	9.85
1001	35965	01/14/20	11335	VISION SERVICE PLAN	6025	5084	EMPLOYEE BENEFITS	0.00	10.83
1001	35965	01/14/20	11335	VISION SERVICE PLAN	6160	5084	EMPLOYEE BENEFITS	0.00	19.70
1001	35965	01/14/20	11335	VISION SERVICE PLAN	6020	5084	EMPLOYEE BENEFITS	0.00	20.68
1001	35965	01/14/20	11335	VISION SERVICE PLAN	6030	5084	EMPLOYEE BENEFITS	0.00	23.62
1001	35965	01/14/20	11335	VISION SERVICE PLAN	6200	5084	EMPLOYEE BENEFITS	0.00	127.99
1001	35965	01/14/20	11335	VISION SERVICE PLAN	6120	5084	EMPLOYEE BENEFITS	0.00	236.29
1001	35965	01/14/20	11335	VISION SERVICE PLAN	100	2048	EMPLOYEE BENEFITS	0.00	287.28
TOTAL CHECK								0.00	746.09
1001	35966	01/14/20	14028	CONNOR BRANDERHORST	6120	5300	PER DIEM	0.00	92.00
1001	35967	01/14/20	14069	KARL KULOW	6120	5300	PER DIEM	0.00	92.00
1001	35968	01/14/20	10825	MIRANDA, JOSEPH	6120	5300	PER DIEM	0.00	92.00
1001	35970	01/14/20	13949	SENNAIDA ZAVALA	6120	5300	PER DIEM	0.00	92.00
1001	35971	01/17/20	13381	1ST RESPONDER NEWSP	6130	5250	SUBSCRIPTION	0.00	55.00
1001	35972	01/17/20	11689	A & C TIRE SERVICE	6200	5200	SEALANT	0.00	32.39
1001	35973	01/17/20	11638	A1 NATIONAL FENCE	6200	5200	REPAIR FENCE	0.00	300.00
1001	35974	01/17/20	14066	A-C TECHNOLOGY SOLU	6200	5202	BANNER POLE FNDTNS	0.00	8,000.00
1001	35975	01/17/20	10007	ALERT-O-LITE, INC	6260	5130	SUPPLIES	0.00	143.61
1001	35976	01/17/20	10549	AT&T MOBILITY	6120	5160	SERVICES	0.00	273.24
1001	35977	01/17/20	12285	ATT	6120	5160	SERVICES	0.00	503.73
1001	35979	01/17/20	14217	BEAR ENGINEERED PLA	6260	5121	SUPPLIES	0.00	150.15
1001	35980	01/17/20	10022	BORCHARDT, CORONA &	6030	5621	ST CNTRLRS RPRT	0.00	1,495.00
1001	35981	01/17/20	14226	BPS TACTICAL	6120	5086	UNIFORMS	0.00	1,593.79
1001	35983	01/17/20	10025	BUFORD OIL COMPANY	6120	5210	FUEL	0.00	454.71

SUPERIOR  
DATE: 01/17/2020  
TIME: 13:46:15

CITY OF FOWLER  
CHECK REGISTER - BY FUND

PAGE NUMBER: 3  
ACCTPA21

SELECTION CRITERIA: transact.check\_no between '35952' and '36039'  
ACCOUNTING PERIOD: 7/20

FUND - 100 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DEPT	ACCNT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1001	35987	01/17/20	14067	DOUGLAS AUTOMATICS	6200	5200	SERVICES	0.00	100.00
1001	35988	01/17/20	10792	FASTENAL COMPANY	6200	5121	SUPPLIES	0.00	35.39
1001	35988	01/17/20	10792	FASTENAL COMPANY	6200	5121	SUPPLIES	0.00	370.58
1001	35988	01/17/20	10792	FASTENAL COMPANY	6200	5121	SUPPLIES	0.00	12.23
TOTAL CHECK									418.20
1001	35991	01/17/20	12112	FIRE SERVICE SPECIF	6130	5200	SERVICES	0.00	1,286.00
1001	35992	01/17/20	13929	FIREWORKS & STAGE F	6400	5110	50% DEP FIREWORKS	0.00	9,000.00
1001	35994	01/17/20	10758	FORENSIC NURSE SPEC	6120	5310	SERVICES	0.00	1,000.00
1001	35995	01/17/20	10113	FOWLER ACE HARDWARE	6130	5121	SUPPLIES	0.00	17.36
1001	35995	01/17/20	10113	FOWLER ACE HARDWARE	6270	5121	SUPPLIES	0.00	27.05
1001	35995	01/17/20	10113	FOWLER ACE HARDWARE	6700	5121	SUPPLIES	0.00	36.99
1001	35995	01/17/20	10113	FOWLER ACE HARDWARE	6260	5121	SUPPLIES	0.00	115.04
1001	35995	01/17/20	10113	FOWLER ACE HARDWARE	6200	5121	SUPPLIES	0.00	198.03
TOTAL CHECK									394.47
1001	35996	01/17/20	10114	FOWLER BUTANE SERVI	6200	5121	SUPPLIES	0.00	11.85
1001	35997	01/17/20	10124	FRESNO COUNTY TREAS	6120	5160	RMS/JMS FEES	0.00	72.81
1001	35997	01/17/20	10124	FRESNO COUNTY TREAS	6120	5271	DISPATCHING SERVICE	0.00	7,692.03
TOTAL CHECK									7,764.84
1001	35998	01/17/20	14156	FRESNO ECONOMIC OPP	6700	5105	SENIOR MEALS	0.00	1,386.86
1001	35999	01/17/20	13451	FRONTIER COMMUNICAT	6700	5160	SERVICES	0.00	134.58
1001	36000	01/17/20	12810	GLOBAL CTI	6020	5160	PHONE REPAIRS/RPLCM	0.00	226.75
1001	36001	01/17/20	11116	GRAINGER	6260	5121	SUPPLIES	0.00	30.95
1001	36002	01/17/20	14168	GUTIERREZ MASONRY &	6260	5203	FOWLER RNCH WALL RP	0.00	700.00
1001	36004	01/17/20	10145	HINDERLITER, DELLAM	6030	5621	CONTRACT SERV 4TH Q	0.00	300.00
1001	36005	01/17/20	12075	IMAGE 2000	6030	5220	SERVICES	0.00	6.25
1001	36006	01/17/20	14227	JESUS GARCIA	100	3523	PARK REFUND	0.00	25.00
1001	36007	01/17/20	10804	KINGSBURG CHAMBER O	6010	5250	FRUIT TRAIL MEMBERS	0.00	500.00
1001	36008	01/17/20	10390	LEAGUE OF CA CITIES	6020	5250	ANNUAL DUES	0.00	98.83
1001	36009	01/17/20	10350	LK DESIGN	6020	5230	WEB SITE MAINT	0.00	450.00
1001	36012	01/17/20	11228	METRO REPORTING BUR	6120	5715	KULOW JACKET FCRTA	0.00	154.51
1001	36012	01/17/20	11228	METRO REPORTING BUR	6120	5715	EXPLORERS UNIFORM	0.00	414.87
1001	36012	01/17/20	11228	METRO REPORTING BUR	6130	5130	SUPPLIES	0.00	490.22



SUPERION  
DATE: 01/17/2020  
TIME: 13:46:15

CITY OF FOWLER  
CHECK REGISTER - BY FUND

PAGE NUMBER: 4  
ACCTPA21

SELECTION CRITERIA: transact.check\_no between '35952' and '36039'  
ACCOUNTING PERIOD: 7/20

FUND - 100 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DEPT	ACCT	DESCRIPTION	SALES TAX	AMOUNT
TOTAL CHECK									
1001	36013	01/17/20	10203	MID VALLEY PACKAGIN	6020	5100	COPY PAPER	0.00	1,059.60
1001	36016	01/17/20	10982	MYERS WARD TRACTOR	6200	5200	TRACTOR LIFT ARM	0.00	111.75
1001	36017	01/17/20	10215	NELSON HARDWARE & G	6260	5121	SUPPLIES	0.00	215.95
1001	36019	01/17/20	12059	PITNEY BOWES	6020	5182	AGREEMENT	0.00	102.78
1001	36020	01/17/20	13655	PROVOST & PRITCHARD	6150	5520	ADMIN	0.00	36.48
1001	36020	01/17/20	13655	PROVOST & PRITCHARD	100	2060	RJ HILL 5952	0.00	9.00
1001	36020	01/17/20	13655	PROVOST & PRITCHARD	100	2060	JAG TR	0.00	592.50
1001	36020	01/17/20	13655	PROVOST & PRITCHARD	100	2060	WOODSIDE	0.00	2,373.51
1001	36020	01/17/20	13655	PROVOST & PRITCHARD	100	2060	BUFORD	0.00	2,877.88
1001	36020	01/17/20	13655	PROVOST & PRITCHARD	100	2060	ADMIN	0.00	5,040.90
1001	36020	01/17/20	13655	PROVOST & PRITCHARD	6150	5520		0.00	13,901.42
TOTAL CHECK								0.00	24,795.21
1001	36023	01/17/20	10249	QUILL	6020	5100	SUPPLIES	0.00	11.98
1001	36023	01/17/20	10249	QUILL	6200	5100	SUPPLIES	0.00	19.47
1001	36023	01/17/20	10249	QUILL	6150	5100	SUPPLIES	0.00	21.56
1001	36023	01/17/20	10249	QUILL	6030	5100	SUPPLIES	0.00	23.76
1001	36023	01/17/20	10249	QUILL	6020	5100	SUPPLIES	0.00	26.13
1001	36023	01/17/20	10249	QUILL	6130	5100	SUPPLIES	0.00	28.70
1001	36023	01/17/20	10249	QUILL	6200	5100	SUPPLIES	0.00	33.52
1001	36023	01/17/20	10249	QUILL	6700	5100	SUPPLIES	0.00	34.62
1001	36023	01/17/20	10249	QUILL	6160	5100	SUPPLIES	0.00	35.17
1001	36023	01/17/20	10249	QUILL	6030	5100	SUPPLIES	0.00	43.11
1001	36023	01/17/20	10249	QUILL	6020	5100	SUPPLIES	0.00	54.48
1001	36023	01/17/20	10249	QUILL	6200	5100	SUPPLIES	0.00	56.17
1001	36023	01/17/20	10249	QUILL	6020	5100	SUPPLIES	0.00	60.75
1001	36023	01/17/20	10249	QUILL	6025	5100	SUPPLIES	0.00	62.18
1001	36023	01/17/20	10249	QUILL	6200	5100	SUPPLIES	0.00	63.55
1001	36023	01/17/20	10249	QUILL	6020	5100	SUPPLIES	0.00	64.28
1001	36023	01/17/20	10249	QUILL	6010	5100	SUPPLIES	0.00	93.04
1001	36023	01/17/20	10249	QUILL	6020	5100	SUPPLIES	0.00	104.52
1001	36023	01/17/20	10249	QUILL	6120	5100	SUPPLIES	0.00	127.48
1001	36023	01/17/20	10249	QUILL	6120	5100	SUPPLIES	0.00	181.67
1001	36023	01/17/20	10249	QUILL	6020	5100	SUPPLIES	0.00	183.65
TOTAL CHECK								0.00	1,329.79
1001	36024	01/17/20	10251	R & R AUTO REPAIR S	6130	5205	BATTERY	0.00	374.59
1001	36025	01/17/20	11179	R G EQUIPMENT	6260	5120	CHAINSaws	0.00	992.37
1001	36027	01/17/20	13948	RANDY UYEDA	6400	5121	REIMBURSEMENT	0.00	100.00
1001	36029	01/17/20	11195	ROBERT V JENSEN INC	6260	5210	FUEL	0.00	66.66
1001	36029	01/17/20	11195	ROBERT V JENSEN INC	6130	5210	FUEL	0.00	85.47
1001	36029	01/17/20	11195	ROBERT V JENSEN INC	6200	5210	FUEL	0.00	157.85
1001	36029	01/17/20	11195	ROBERT V JENSEN INC	6200	5210	FUEL	0.00	186.01
1001	36029	01/17/20	11195	ROBERT V JENSEN INC	6260	5210	FUEL	0.00	246.12

SUPERION  
DATE: 01/17/2020  
TIME: 13:46:15

CITY OF FOWLER  
CHECK REGISTER - BY FUND

PAGE NUMBER: 5  
ACCTPA21

SELECTION CRITERIA: transact.check\_no between '35952' and '36039'  
ACCOUNTING PERIOD: 7/20

FUND - 100 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DEPT	ACCNT	-----DESCRIPTION-----	SALES TAX	AMOUNT
TOTAL CHECK									
1001	36030	01/17/20	13145	ROSENBALM ROCKERY I	6260	5203	BARK	0.00	742.11
1001	36031	01/17/20	10953	SAFETY NETWORK	6200	5195	SIGNS	0.00	205.78
1001	36032	01/17/20	13355	SITE ONE	6260	5121	SUPPLIES	0.00	31.80
1001	36032	01/17/20	13355	SITE ONE	6260	5121	SUPPLIES	0.00	20.26
1001	36032	01/17/20	13355	SITE ONE	6260	5121	SUPPLIES	0.00	131.49
TOTAL CHECK								0.00	150.43
1001	36033	01/17/20	10085	STATE OF CA DEPARTM	6120	5310	SERVICES	0.00	302.18
1001	36034	01/17/20	10824	STREET MAINTENANCE	6200	5202	TRAFFIC SIGNAL MAIN	0.00	140.00
1001	36035	01/17/20	12587	TORRES FENCE CO INC	6260	5203	DONNY WRIGHT PARK	0.00	1,717.63
1001	36036	01/17/20	10314	TOSHIBA AMERICA INF	6020	5182	LEASE PAYMENT	0.00	11,865.00
1001	36037	01/17/20	10325	TULARE COUNTY JAIL	6020	5121	OFFICE HOUR SIGN	0.00	543.79
1001	36038	01/17/20	13543	UNIFIRST CORPORATIO	6700	5185	SUPPLIES	0.00	20.47
1001	36038	01/17/20	13543	UNIFIRST CORPORATIO	6700	5185	SUPPLIES	0.00	21.70
1001	36038	01/17/20	13543	UNIFIRST CORPORATIO	6700	5185	SUPPLIES	0.00	22.35
1001	36038	01/17/20	13543	UNIFIRST CORPORATIO	6700	5185	SUPPLIES	0.00	22.35
1001	36038	01/17/20	13543	UNIFIRST CORPORATIO	6700	5185	SUPPLIES	0.00	22.35
1001	36038	01/17/20	13543	UNIFIRST CORPORATIO	6700	5185	SUPPLIES	0.00	22.35
1001	36038	01/17/20	13543	UNIFIRST CORPORATIO	6700	5185	SUPPLIES	0.00	22.71
1001	36038	01/17/20	13543	UNIFIRST CORPORATIO	6700	5185	SUPPLIES	0.00	23.05
1001	36038	01/17/20	13543	UNIFIRST CORPORATIO	6020	5185	SUPPLIES	0.00	32.55
1001	36038	01/17/20	13543	UNIFIRST CORPORATIO	6020	5185	SUPPLIES	0.00	32.55
1001	36038	01/17/20	13543	UNIFIRST CORPORATIO	6020	5185	SUPPLIES	0.00	34.48
1001	36038	01/17/20	13543	UNIFIRST CORPORATIO	6200	5185	SUPPLIES	0.00	148.14
1001	36038	01/17/20	13543	UNIFIRST CORPORATIO	6200	5185	SUPPLIES	0.00	155.56
TOTAL CHECK								0.00	582.49
TOTAL CASH ACCOUNT								0.00	153,288.36
TOTAL FUND								0.00	153,288.36

SUPERION  
DATE: 01/17/2020  
TIME: 13:46:15

CITY OF FOWLER  
CHECK REGISTER - BY FUND

PAGE NUMBER: 6  
ACCTPA21

SELECTION CRITERIA: transact.check\_no between '35952' and '36039'  
ACCOUNTING PERIOD: 7/20

FUND - 211 - STREET PROJECTS

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DEPT	ACCNT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1001	35969	01/14/20	12359	SEAL RITE PAVING AN 211		1890	ADAMS AVE RTNTN	0.00	16,425.60
TOTAL CASH ACCOUNT									16,425.60
TOTAL FUND									16,425.60



SUPERION  
DATE: 01/17/2020  
TIME: 13:46:15

CITY OF FOWLER  
CHECK REGISTER - BY FUND

PAGE NUMBER: 7  
ACCTPA21

SELECTION CRITERIA: transact.check\_no between '35952' and '36039'  
ACCOUNTING PERIOD: 7/20

FUND - 500 - WATER

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DEPT	ACCNT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1001	35963	01/14/20	13496	KEENAN & ASSOCIATES	5000	5084	EMPLOYEE BENEFITS	0.00	4,587.91
1001	35964	01/14/20	13647	SUN LIFE FINANCIAL	5000	5084	EMPLOYEE BENEFITS	0.00	184.79
1001	35965	01/14/20	11335	VISION SERVICE PLAN	5000	5084	EMPLOYEE BENEFITS	0.00	107.32
1001	35975	01/17/20	10007	ALERT-O-LITE, INC	5000	5130	SUPPLIES	0.00	50.74
1001	35978	01/17/20	12489	BATTERY SYSTEMS INC	5000	5202	BATTERY	0.00	106.20
1001	35982	01/17/20	10024	BSK LABORATORIES	5000	5310	SERVICES	0.00	345.00
1001	35982	01/17/20	10024	BSK LABORATORIES	5000	5310	SERVICES	0.00	350.00
TOTAL CHECK								0.00	695.00
1001	35984	01/17/20	14220	CALDERON, CHRISTOPH	500	2050	UB REFUND	0.00	96.46
1001	35985	01/17/20	14214	CARRASCO, MARIA	500	2050	UB REFUND	0.00	98.58
1001	35986	01/17/20	14218	DAVIS, LINDA	500	2050	UB REFUND	0.00	85.13
1001	35989	01/17/20	14216	FELIX NAVARRETTE	500	2050	UB REFUND	0.00	100.00
1001	35990	01/17/20	13275	FERGUSON WATERWORKS	5000	5230	MTR RDNG CLOUD FEE	0.00	9,717.75
1001	35990	01/17/20	13275	FERGUSON WATERWORKS	5000	5121	SUPPLIES	0.00	279.72
1001	35990	01/17/20	13275	FERGUSON WATERWORKS	5000	5121	SUPPLIES	0.00	425.43
TOTAL CHECK								0.00	10,422.90
1001	35993	01/17/20	14223	FITE, GLENDA	500	2050	UB REFUND	0.00	119.10
1001	35995	01/17/20	10113	FOWLER ACE HARDWARE	5000	5121	SUPPLIES	0.00	136.77
1001	36003	01/17/20	14212	HIMMAT S SHERGILL	500	2050	UB REFUND	0.00	83.01
1001	36010	01/17/20	14222	LOPEZ, MARIO	500	2050	UB REFUND	0.00	23.27
1001	36011	01/17/20	14221	MARISELA R VILCHES	500	2050	UB REFUND	0.00	91.84
1001	36014	01/17/20	14213	MRO INVESTMENTS	500	2050	UB REFUND	0.00	77.34
1001	36015	01/17/20	14219	MUNOZ, DAVID	500	2050	UB REFUND	0.00	100.00
1001	36018	01/17/20	14224	OCHOA, ALEJANDRO &	500	2050	UB REFUND	0.00	100.00
1001	36021	01/17/20	14215	PRYOR, MARK	500	2050	UB REFUND	0.00	70.24
1001	36023	01/17/20	10249	QUILL	5000	5100	SUPPLIES	0.00	35.95
1001	36023	01/17/20	10249	QUILL	5000	5100	SUPPLIES	0.00	31.58
1001	36023	01/17/20	10249	QUILL	5000	5100	SUPPLIES	0.00	23.40
TOTAL CHECK								0.00	90.93
1001	36026	01/17/20	12672	R&B COMPANY	5000	5121	SUPPLIES	0.00	24.85

SUPERION  
DATE: 01/17/2020  
TIME: 13:46:15

PAGE NUMBER: 8  
ACCTPA21

CITY OF FOWLER  
CHECK REGISTER - BY FUND

SELECTION CRITERIA: transact.check\_no between '35952' and '36039'  
ACCOUNTING PERIOD: 7/20

FUND - 500 - WATER

[illegible]

SUPERION  
DATE: 01/17/2020  
TIME: 13:46:15

CITY OF FOWLER  
CHECK REGISTER - BY FUND

PAGE NUMBER: 9  
ACCTPA21

SELECTION CRITERIA: transact.check\_no between '35952' and '36039'  
ACCOUNTING PERIOD: 7/20

FUND - 501 - WATER WELL MAINTENANCE

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DEPT	ACCNT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1001	36039	01/17/20	10137	GLEIM-CROWN PUMP, I	501	5200	SUPPLIES	0.00	147.00
1001	36039	01/17/20	10137	GLEIM-CROWN PUMP, I	501	5200	SUPPLIES	0.00	421.61
1001	36039	01/17/20	10137	GLEIM-CROWN PUMP, I	501	5200	SUPPLIES	0.00	3,045.73
TOTAL CHECK								0.00	3,614.34
TOTAL CASH ACCOUNT								0.00	3,614.34
TOTAL FUND								0.00	3,614.34



SUPERION  
DATE: 01/17/2020  
TIME: 13:46:15

CITY OF FOWLER  
CHECK REGISTER - BY FUND

PAGE NUMBER: 10  
ACCTPA21

SELECTION CRITERIA: transact.check\_no between '35952' and '36039'  
ACCOUNTING PERIOD: 7/20

FUND - 710 - AB1600-GENERAL SERVICES

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DEPT	ACCNT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1001	35952	01/08/20	13655	PROVOST & PRITCHARD	710	5520	GEN PLAN	0.00	14,901.04
1001	35952	01/08/20	13655	PROVOST & PRITCHARD	710	5520	PREZONE APP NO 19-0	0.00	920.20
1001	35952	01/08/20	13655	PROVOST & PRITCHARD	710	5520	GEN PLAN	0.00	6,288.68
TOTAL CHECK								0.00	22,109.92
1001	36020	01/17/20	13655	PROVOST & PRITCHARD	710	5520	GEN PLAN	0.00	2,874.70
TOTAL CASH ACCOUNT								0.00	24,984.62
TOTAL FUND								0.00	24,984.62

SUPERION  
DATE: 01/17/2020  
TIME: 13:46:15

CITY OF FOWLER  
CHECK REGISTER - BY FUND

PAGE NUMBER: 11  
ACCTPA21

SELECTION CRITERIA: transact.check\_no between '35952' and '36039'  
ACCOUNTING PERIOD: 7/20

FUND - 850 - SUCCESSOR AGENCY

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DEPT	ACCNT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1001	35963	01/14/20	13496	KEENAN & ASSOCIATES	8500	5084	EMPLOYEE BENEFITS	0.00	229.22
1001	35964	01/14/20	13647	SUN LIFE FINANCIAL	8500	5084	EMPLOYEE BENEFITS	0.00	10.60
1001	35965	01/14/20	11335	VISION SERVICE PLAN	8500	5084	EMPLOYEE BENEFITS	0.00	4.92
TOTAL CASH ACCOUNT									244.74
TOTAL FUND									244.74
TOTAL REPORT									217,066.36

**MINUTES OF THE FOWLER CITY COUNCIL MEETING  
JANUARY 7, 2020**

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, Police Chief Alcaraz, Public Works Director Dominguez, City Engineer Peters, 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**

There were no public presentations.

**PUBLIC HEARING**

**To Consider Supplemental Action Related to the Sunnyside-South Southwest Reorganization**

City Attorney Cross said this is a housekeeping item related to the RJ Hill Tract No. 5952. On May 7, 2019 the City Council took several actions to approve a proposal from RJ Hill to subdivide, prezone, and initiate annexation of lands associated with Vesting Tentative Tract Map No. 5952 which LAFCo's approval is required. Resolution No. 2429 requests that Fresno LAFCo undertake proceedings for the Sunnyside South Southwest Reorganization which consists of annexation to the City of Fowler and the Selma-Kingsburg Fowler County Sanitation District (SKF) and detachment from the Consolidated Irrigation District and the Fresno County Fire Protection District. Upon annexation from the City, the land must also detach from the Kings River Conservation District (KRCD) which staff inadvertently omitted from the resolution. In order to move the project forward, the City must request that LAFCo detach the project site from KRCD. The attached resolution will serve as a supplement to Resolution No. 2429 and will be submitted to LAFCo with the application process.

The Mayor opened the duly noticed public hearing on the matter at 7:06 p.m. The public hearing closed at 7:07 p.m.

Councilmember Kazarian made a motion to adopt Resolution No. 2456, "A Supplemental Resolution Before the City Council of the City of Fowler County of Fresno, State of California Requesting that the Local Agency Formation Commission Undertake Proceedings for the Sunnyside-South Southwest Reorganization", seconded by Councilmember Rodriquez. The motion carried by voice vote: Ayes: Cardenas, Hammer, Kazarian, Parra, Rodriquez. Noes: None. Abstain: None. Absent: None.

**PRESENTATION: VOTER'S CHOICE ACT UPDATE**

Brandi Orth, County Clerk/Registrar of Voters, shared information about the Voters Choice Act., which Fresno County Elections is in the process of converting to. Voters will have more days, more ways to vote. The conversion will be effective beginning with the March 2020 election. All registered voters will automatically receive Vote-by-Mail ballots. Vote Centers and drop boxes will be located in every incorporated City and ballots can be dropped off at any Vote Center.

Vote Centers will be open for 4 days and ten Vote Centers will be open for 11 days, including weekends. The Fresno County Fowler Library will be designated as a Vote Center and will be open for four days, and a drop box will be placed in front of the City Hall building. Ms. Orth said they are actively using social media platforms to communicate with voters. Additional information is provided on the website at [www.votefresnocounty.com](http://www.votefresnocounty.com).

Mayor Pro-Tem Hammer made a motion to Approve Resolution No. 2457, "A Resolution of the City Council of the City of Fowler, California, in Support of the Voter's Choice Act", seconded by Councilmember Parra. The motion carried by voice vote: Ayes: Cardenas, Hammer, Kazarian, Parra, Rodriguez. Noes: None. Abstain: None. Absent: None.

## **PRESENTATION: FOWLER IMPROVEMENT ASSOCIATION**

Shelly Cooper and Jan Kinney, FIA members, gave a brief historical background on the FIA building. She said the building was built in 1910; the building is in need of repairs. They are currently in the process of applying for a grant to restore the building. Architects and structural engineers have looked at the building; the building currently has a swamp cooler causing roof damage, among other repairs that need attention. Dr. Arambula and Senator Anna Caballero are planning a visit to see the building. It was suggested the FIA members look into online funding sites.

## **COMMUNINCATIONS**

City Manager Davis said Council has been invited to attend the 32<sup>nd</sup> Annual Blossom Trail Ceremony, Friday, February 7, 2020 at 10:00 a.m. in Orange Cove. The Council received an invitation to the City of San Joaquin's Centennial Gala in February.

## **STAFF REPORTS**

### **CITY ENGINNER'S REPOT**

City Engineer Peters said he is currently working on submitting application grants for various projects, one of which is putting in a right hand turn lane at Merced and 7<sup>th</sup> Street to prevent congestion of traffic. He said he also submitted grant applications for several road maintenance projects. He said the design for the Panzak park restrooms is underway.

Mr. Peters provided an update on the completion of the new fire station; there were some delays, but completion is scheduled for mid to late February.

Councilmember Kazarian asked Mr. Peters if he looked into costs for restoring the City's water tower. Mr. Peters said he did look into the costs the cost estimated from \$125,000 to \$150,000. He recommended structural support in addition to the wrapping.

### **CITY MANAGER'S REPORT**

City Manager Davis said the Planning Commission will be having a special public hearing, Thursday, January 9, 2020, to consider approval of Conditional Use Permit Application for the Buford Travel Center.



She said the City's Planning department is working on an item for possibly the January 21<sup>st</sup> Council meeting on new housing laws.

## **PUBLIC WORKS REPORT**

Public Works Director Dominguez said the fencing has been completed and the sign is ready for the dog park at Donny Wright Park. They are currently waiting for the contractor to supply the trees.

Mr. Dominguez said many potholes have formed on the streets due to the recent storms. They have been patching potholes along Golden State Boulevard and Manning Avenue and will continue throughout the City. He said minor sidewalk repairs have been performed on Merced Street near the Presbyterian Church. The four-way signal light for Adams and Merced Avenue has been ordered and will be installed later this month.

Councilmember Kazarian asked if the sidewalk that was repaired in front of the Presbyterian Church was City labor or City funded. Mr. Dominguez said it was an in house budget repair. Councilmember Kazarian said there are sidewalks in the City needing repairs, he said he would like a sidewalk policy for cost sharing and having consistency throughout the City for sidewalk repairs.

## **FINANCE DIRECTOR'S REPORT**

Police Chief Alcaraz said he was notified by Finance Director Uyeda that he contacted auctioneers to have a look at the items left in the Grange Hall and the Church.

## **POLICE DEPARTMENT REPORT**

Police Chief Alcaraz said the City recently experienced a homicide involving three victims; the suspect was identified and is currently in custody.

He said a Public Safety Forum is scheduled for Thursday, January 30, 2020 at 6:00 p.m. in the Fowler City Hall Council Chambers; discussion will be on public safety infrastructure, crime prevention technologies and strategies, and community enhancement.

## **FIRE DEPARTMENT REPORT**

Fire Chief Lopez circulated the Emergency Call Report for the month of November.

## **CITY ATTORNEY'S REPORT**

No report was given.

## **CONSENT CALENDAR**

The consent calendar consisted of: A) Ratification of Warrants – January 7, 2020; B) Approve Minutes of the City Council Meeting – December 3, 2019; C) Consider Approving Staff's Recommendation to Reject Late Claim Application – Jennie Klapperich, Claimant, vs. City of Fowler; C) Approve Resolution No. 2458, "A Resolution of the City Council of the City of Fowler Approving Development and Planning Fees for 2020"

Councilmember Kazarian made a motion to approve the consent calendar, seconded by Councilmember Rodriguez. The motion carried by voice vote: Ayes: Cardenas, Hammer, Kazarian, Parra, Rodriguez. Noes: None. Abstain: None. Absent: None.

## **COMMITTEE REPORTS**

Mayor Pro-Tem Hammer said the Easter Egg Hunt is scheduled for Thursday, April 2, 2020; Spring Fest will be April 18, 2020.

Councilmember Kazarian said the GSP passed; they are in the second phase and are working closely to identify different ground water recharge basin locations.

## **CLOSED SESSION**

The meeting adjourned to a closed session at 8:23 p.m.:

City Attorney Cross said item No. 3 will not be discussed in closed session.

1. 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.
2. Pursuant to Government Code Section 54956.8 - Conference with Real Property Negotiators: Property: 119 S. 6<sup>th</sup> Street. Agency Negotiators: City Manager. Negotiating Party: Alex Sheriffs and Joan Rubinstein. Under Negotiation: Price, terms.
3. Pursuant to Government Code Section 54956.9(d)(1) – Conference with Legal Counsel – Existing Litigation Name of Case: City of Fowler v. The Dow Chemical Co. et al. San Francisco Superior Court Case No. CGC – 18-567967

Mayor Cardenas left the closed session at 8:30 p.m. due to a conflict of interest due to owning property near the subject of closed session item No. 1.

The Council reconvened into open session at 8:33 p.m. with no reportable action taken.

## **ADJOURNMENT**

Having no further business, Councilmember Kazarian made a motion, seconded by Councilmember Parra to adjourn. The motion carried and the meeting adjourned at 8:34 p.m.

Mailed Suzanne

12-23-19

Manuel

Dario

cc: Jeannie

CITY OF FOWLER

128 S. 5<sup>TH</sup> STREET

FOWLER, CA 93625

(559) 834-3113 (559) 834-0185 FAX

ITEM 10C

RECEIVED  
DEC 23 2019

CLAIM FORM

FORM B

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

(Please Type Or Print)

CLAIM AGAINST \_\_\_\_\_

Claimant's name: Jose Luis Perez and/or Rosa Marcial-Perez (Name of Entity)

SS#: \_\_\_\_\_ DOB: \_\_\_\_\_ Gender: Male ☒ Female ☐

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

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

Date of incident/accident: December 13 2019

Date injuries, damages, or losses were discovered: December 13 2019

Location of incident/accident: Goldenstate Blvd - Between <sup>JLP</sup> ~~San Antonio~~ S. Dewolf and <sup>Ant</sup> San Antonio Dr.

What did entity or employee do to cause this loss, damage, or injury? No damaged road sign, pot holes

unfilled for a long distance,  
(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)? \_\_\_\_\_

What specific injuries, damages, or losses did claimant receive? Damage to Rims (front and back)

and tires, damaged alignment ~~also~~, Rackonpinion damaged  
(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)] 2,000 - 2,100

How was this amount calculated (please itemize)? Tire and wheel shops from where the Rims and tires were purchased, estimates/quotes.

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

(estimates attached)

Date Signed: 12/23/19 Signature: [Signature]

If signed by representative:

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

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

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



**STAFF REPORT**

DATE: 1/16/20  
TO: Honorable Mayor and City Councilmembers  
FROM: Randy Uyeda, Finance Director  
SUBJECT: City Hall Roof Maintenance – Budget Amendment

**BACKGROUND:** Heavy rains over the last 2 years along with harsh weather conditions has taken its' toll on the roof over City Hall. Public Works has noticed "bubbles" in the roof which will eventually lead to leakage.

**FISCAL IMPACT:** \$6,900 – see attached quote

**RECOMMENDATION:** The General Fund has been in the positive for both FY 2017 and FY 2018 and has sufficient reserves, although I do not think it is necessary to draw on said reserves. Therefore, I recommend Council approve this budget amendment to repair the City Hall roof and evaluate the need for further repairs in the next fiscal budget year.



January 16, 2020

Dario Dominguez  
City of Fowler  
128 South Fifth Street  
Fowler, CA 93625

Dear Mr. Dominguez,

I am pleased to provide you with a proposal to repair the existing polyurethane foam roof at Fowler City Hall located in Fowler CA. Our scope of work will include the following:

- Clean and prepare the surfaces around the repairs as necessary.
- Rooftop equipment not to receive the repair material will be neatly masked to protect it from overspray.
- Delaminated, cracked, and damaged polyurethane foam will be removed down to the substrate.
- Spray apply a primer at the rate of .5 gallons per square as necessary to promote adhesion of the new SPF.
- Spray-apply new polyurethane foam to the removed areas to match the surround roof height.
- Spray apply two coats of energy star rated, title 24 compliant, elastomeric protective coating at a rate of 1.5 gallons per 100 square feet to areas that received the new foam repairs.
- Broadcast ceramic roofing granules into the final coat.
- The lump sum price to perform this work is **\$6,900.00** and includes all labor; material, equipment, and taxes.
- Prevailing wage.
- Terms of sale are net 30 days upon completion. This proposal is valid for a period of 30 days.

Option: Recoat the entire roof to provide a 15-year warranty... Additional 12,700.00.... Please initial here \_\_\_\_\_

If you choose to have Universal Coatings, Inc. perform this work, please sign the acceptance line below and fax or e-mail back as soon as possible so that we may accommodate you.


\_\_\_\_\_  
*Signature of Acceptance*

\_\_\_\_\_  
*Date*

Thank you for allowing Universal Coatings, Inc. to provide you with pricing for your roofing needs. We look forward to hearing from you.

Sincerely,

UNIVERSAL COATINGS, INC.

  
Mike Walton  
President

P.O. Box 11127 -- Fresno, CA 93771  
Tel: (559) 233-6300 Fax: (559) 233-6200 Toll Free: (877) 233-6300  
[www.universalcoatings.net](http://www.universalcoatings.net)



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**STAFF REPORT**

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**TO:** MAYOR & CITY COUNCIL  
**FROM:** DAVID PETERS, CITY ENGINEER  
**SUBJECT:** TCP FEASIBILITY REPORT  
**DATE:** JANUARY 16, 2020

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REQUESTED ACTION:

Accept and adopt the TCP Feasibility Report prepared by Provost & Pritchard Consulting Group dated January 15, 2020.

DISCUSSION / RECOMMENDATION:

In August 2009, the California Office of Environmental Health Hazard Assessment (OEHHA) established a California Public Health Goal (PHG) for TCP of 0.0007 µg/L (0.7 parts per trillion) based on carcinogenicity. The State Water Resources Control Board (Water Board) on July 18, 2017, adopted a regulation establishing a maximum contaminant level (MCL) for 1,2,3,-Trichloropropane (TCP) of 5 parts per trillion. The regulation took effect on December 14, 2017, and public water systems have been required to meet the new standard since January 2018. As required by the new standard, the City began testing for TCP and has detected TCP concentrations in multiple water supply wells within the City limits.

On August 15, 2018, the City of Fowler received a Compliance Order from the State Water Resources Control Board regarding the MCL exceedance for TCP in Well 7. This order requires the City to prepare a Corrective Action Plan (CAP) to bring the well into compliance. The City prepared and submitted the CAP to the Water Board on October 19, 2018. The first task required by the CAP is to prepare and adopt the TCP Feasibility Study.

Provost & Pritchard Consulting Group was contracted to prepare the TCP Feasibility Study on September 18, 2018. The study has been completed and staff recommends the Council accepts and adopts the report.