



**FOWLER CITY COUNCIL MEETING
AGENDA
FEBRUARY 18, 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.fowlerciv.org.

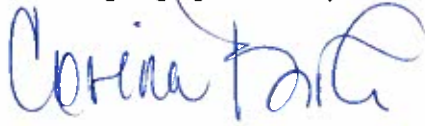
1. Meeting called to order
2. Flag Salute and Pledge of Allegiance
3. Invocation
4. Roll call
5. Public Presentations - (This portion of the meeting reserved for persons desiring to address the Council on any matter not described on this agenda. Presentations are limited to 5 minutes per person and no 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. Communications
7. Staff Reports
 - ◆ Overview of New Housing Laws from the 2019 Legislative Season – City Planner, Dawn Marple

- A) City Manager's Report
 - ◆ Approve Real Property Purchase and Sale Agreement and Joint Escrow Instructions between the City of Fowler and United Health Centers – Property: 130 S. 6th Street
 - B) Public Works Director's Report
 - C) Finance Department Report
 - D) Police Department Report
 - E) Fire Department Report
8. City Attorney's Report
9. *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 – February 18, 2020
 - B) Approve Minutes of the City Council Special Meeting and City Council Meeting – January 21, 2020
 - C) Consider Approving Staff's Recommendation to Reject Claim – Diane M. Eskelsen, Claimant, vs. City of Fowler
10. Committee Reports (No action except where a specific report is on the agenda)
- | | |
|--|--|
| <p>Mayor Cardenas</p>
<p>Mayor Pro Tem Hammer
 Councilmember Kazarian
 Councilmember Parra
 Councilmember Rodriguez</p> | <p>Approve Mayor's Recommendation to Appoint Adriana Prado to the Vacancy on the Recreation Commission</p> |
|--|--|
11. Adjournment
- | | |
|-----------------------------------|---------------------------------|
| <p>Next Ordinance No. 2020-01</p> | <p>Next Resolution No. 2459</p> |
|-----------------------------------|---------------------------------|

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, February 14, 2020.



Corina Burrola
Deputy City Clerk

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

(130 South 6th Street)

THIS PURCHASE AND SALE AGREEMENT AND JOINT ESCROW INSTRUCTIONS (“Agreement”) dated February __, 2020 (“Effective Date”), is entered into between the City of Fowler, a California municipal corporation (“Seller” or “City”), and United Health Centers of the San Joaquin Valley, a California corporation (“Buyer”), pursuant to the following recitals, which are a substantive part of this Agreement:

RECITALS:

A. WHEREAS, Seller is the fee owner of real property located at 130 South 6th Street, APN: 343-171-09T in the City of Fowler, County of Fresno, State of California; and

B. WHEREAS, Buyer owns and operates a medical health facility on property adjacent to the Seller’s real property identified above; and

C. WHEREAS, Buyer desires to purchase the identified real property from Seller in order to expand its existing facility and the medical services provided to the community.

D. WHEREAS, Seller is willing to sell the real property to Buyer in accordance with the terms and conditions set forth herein; and

D. WHEREAS, 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 130 South 6th Street, in the City of Fowler, County of Fresno, California, Fresno County Assessor’s Parcel No. 343-171-09T as more particularly described in **Exhibit “A”** attached hereto and incorporated herein, along with all 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 Two Hundred Ninety-Five Thousand Dollars (\$295,000.00) (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. The Parties acknowledge and agree that the Purchase Price represents the fair market value of the Property and negotiated at arm’s-length.

3. Feasibility Period. Buyer shall have thirty (30) days from the Effective Date hereof to complete any inspections, studies, reviews and other testing, at the sole expenses of Buyer, in which to satisfy Buyer in Buyer's sole discretion on the condition of the Property ("Feasibility Period"). Buyer may proceed with the purchase of the Property or cancel this Agreement (and escrow) at any time through the expiration of the Feasibility Period. In the event Buyer terminates this Agreement it shall recover its deposit, other than paying one-half of any escrow cancelation fees.

4. Seller's representations and warranties. Seller represents and warrants that: (a) Seller owns the Property, free and clear of all liens, licenses, claims, encumbrances, easements, encroachments on the Property from adjacent properties, and any rights of way, other than those disclosed by the public record; (b) Seller has no knowledge of any pending litigation involving the Property, (c) Seller has no knowledge of any violations of, or notices concerning defects or noncompliance with, any code, statute, regulation, ordinance, or judicial order concerning the Property; (d) the Property is currently zoned to allow it be used as a parking lot or similar uses, subject to any fees, permits and other normal land-use processes and approvals (as further described in Section 6); and (e) Seller has no knowledge of any material defects in the Property, including, but not limited to, the presence of any hazardous materials in the soil and/or water on, under, or around the Property. These warranties shall survive the close of escrow and the recording of the grant deed.

5. Buyer's representations and warranties. Buyer represents and warrants that: (a) it has the authority to enter into this Agreement, and upon execution of this Agreement, and subject to the conditions precedent set forth herein, Buyer will have full authority to carry out the provisions of this Agreement; and (b) **Buyer is purchasing the Property "AS IS"**, including any and all structures currently located thereon in their present condition, and Buyer is not relying on any representations or warranties of any kind or nature, express or implied, by or on behalf of Seller concerning the Property, except as expressly set forth in this Agreement. These warranties shall survive the close of escrow and the recording of the grant deed.

6. Buyer's Use of the Property; Governmental Approvals. Buyer understands and acknowledges that its use of the Property must comply with the City's applicable zoning and design standards, including building orientation and parking requirements. Buyer may, at its sole cost and expense, prepare, process and obtain approval by all applicable governmental bodies and agencies (including, but not limited to, the City of Fowler) of any permits, licenses, or other governmental consents Buyer deems desirable in connection with its proposed use of the Property, and shall have the obligation to pay all fees, charges and costs in connection therewith. Notwithstanding anything to the contrary contained in this Agreement, Buyer acknowledges and agrees that its dealings with the City in connection with the processing of such permits, licenses and consents shall be at arm's length and that nothing herein shall be deemed to have committed the discretion of the City with respect thereto.

7. **ACCEPTANCE; AS-IS CONDITION.** **SUBJECT TO THE EXPRESS TERMS OF THIS AGREEMENT, BUYER ACKNOWLEDGES FOR THE BUYER AND THE BUYER'S SUCCESSORS AND ASSIGNS THAT THE BUYER IS PURCHASING THE PROPERTY SOLELY BASED UPON THE BUYER'S OWN INVESTIGATION AND INSPECTION THEREOF. THE SELLER AND THE BUYER AGREE THAT THE PROPERTY SHALL BE SOLD AND THAT THE BUYER SHALL ACCEPT TITLE AND POSSESSION OF THE**

PROPERTY ON THE CLOSING DATE “AS IS, WHERE IS, WITH ALL FAULTS,” WITH NO RIGHT OF SET-OFF OR REDUCTION IN THE PURCHASE PRICE, AND THAT, EXCEPT AS SET FORTH IN SECTION 3 OF THIS AGREEMENT, SUCH SALE SHALL BE WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, ORAL OR WRITTEN, AND THE SELLER DOES HEREBY DISCLAIM ANY SUCH REPRESENTATION OR WARRANTY. BUYER FURTHER ACKNOWLEDGES THAT BUYER IS AWARE OF ALL ZONING REGULATIONS, OTHER GOVERNMENTAL REQUIREMENTS, SITE AND PHYSICAL CONDITIONS, AND OTHER MATTERS AFFECTING THE USE AND CONDITION OF THE PROPERTY AND AGREES TO PURCHASE THE PROPERTY IN THE CONDITION THAT IT IS IN AS OF THE EFFECTIVE DATE OF THIS AGREEMENT.

8. Escrow. Following execution of this Agreement, the parties shall open an escrow with Chicago Title Insurance Company, 1140 F Street Stc. 103, Reedley, CA 93654 (“Title Company” or “Escrow Agent”). 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. Buyer shall deposit the sum of Ten Thousand Dollars (\$10,000.00) within five (5) business days of opening of escrow and the escrow number being provided to Buyer (“Buyer’s deposit”), and the balance of the Purchase Price shall be deposited by Buyer as provided herein.

8.1 Deposits into escrow. Buyer and Seller shall deposit all documents, money, and other items with the Title Company that are: (a) identified in this Agreement or, (b) required by the Title Company to effect the close of escrow as provided herein.

8.2 Title. Seller must convey title to the Property to Buyer free and clear of all title defects, liens, encumbrances, conditions, covenants, restrictions, and other adverse interests of record or known to Seller, excepting only those encumbrances and/or conditions that do not affect use or enjoyment of the Property. Escrow Agent shall prepare a Preliminary Title Report within five (5) days of the opening of escrow evidencing all conditions of title for Buyer to review. Buyer shall thereafter have ten (10) days to review and present any objections to title, provided however that Buyer shall automatically be deemed to object (and Seller shall remove) any trust deeds, judgements or financial encumbrances (other than non-delinquent property tax liens). A failure to object within that time period shall be deemed consent to all conditions except those which Seller has agreed to remove at the time of closing.

8.3 Title and closing costs. Seller must pay any costs of clearing and conveying title in the condition described in Section 8.2 above, including but not limited to any fees associated with the partial or full reconveyance of any deed(s) of trust, and any delinquent and/or unpaid taxes, assessments, or liens. Seller shall pay the cost of a Standard CLTA title policy, and Buyer shall pay the costs of any additional endorsements or coverage desired by Buyer. The Title Company’s escrow 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.

- 8.4 Close of escrow. The escrow shall be in condition to close when all conditions to close are satisfied or waived, the Title Company is prepared to issue the title policy described herein, and the Title Company is otherwise able to record the grant deed conveying title to the Property from Seller to Buyer. Escrow shall close within thirty (30) days of the opening of escrow described in Section 8 and no later than sixty (60) days after the effective Date hereof, unless Buyer and Seller agree to an extension of time in writing.
- 8.5 Prorations. The Title Company shall prorate current real property taxes and special assessments, if any, between Seller and Buyer based on a 30-day month as of the close of escrow.
- 8.6 Disbursements. At close of escrow, Title Company shall disburse the Purchase Price to Seller, less Seller's costs to clear title, prorations, and other costs, if any, and when Title Company is prepared to issue an owner's title policy to Buyer insuring Buyer's fee title in the condition set forth in Section 8.2 above, for the amount designated by Buyer.
- 8.7 Risk of loss. Risk of loss or damage to the Property, or any improvements thereon, shall pass from Seller to Buyer upon close of escrow.

9. 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.

10. Conditions precedent. Close of escrow and Buyer's obligation to purchase the Property are subject to the satisfaction of the conditions precedent stated herein, including Buyer's and Seller's performance of all their respective obligations under this Agreement, and that all of the representations and warranties of the parties remain true as the close of escrow. Each condition must be satisfied or Buyer must waive it in writing prior to close of escrow. If any condition is not timely satisfied, Buyer may waive the condition and close escrow, or it may terminate this Agreement by giving the Seller and Title Company five (5) days' written notice, and after expiration of said five (5) days, this Agreement and the escrow shall terminate. Upon termination, the Title Company shall return any documents and money deposited into escrow to the respective depositor, after deducting any escrow cancellation fee from the Buyer's deposit, and Buyer will have no further obligation to Seller.

11. Miscellaneous Provisions.

- 11.1 Further Assurances. Each party shall sign and deliver further documents, or take any further actions required to complete the purchase and sale described herein.
- 11.2 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 Buyer: Colleen Curtis
Chief Executive Officer
United Health Centers
3875 W. Beechwood Ave.
Fresno, CA 93722

To Seller: Jeannie Davis
City Manager/City Clerk
City of Fowler
128 S. 5th Street
Fowler, CA 93625

- 11.3 Entire Agreement. This Agreement, together with Exhibit A attached hereto, 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.
- 11.4 Amendment or Termination. This Agreement may only be amended or terminated by mutual written consent of the Seller and Buyer, unless otherwise expressly provided herein.
- 11.5 Successors and Assigns. This Agreement is binding upon and shall inure to the benefit of each party, and each party's heirs, successors, assigns, transferees, agents, employees or representatives. No assignment of this Agreement is permitted without the written consent of the other party.
- 11.6 Time of the Essence. Time is of the essence of each term in this Agreement.
- 11.7 Governing Law. This Agreement and the legal relations between the parties shall be governed by and construed according to California law.
- 11.8 Authority. Each person executing this Agreement on behalf of any party does hereby personally represent and warrant that he or she has the authority to execute this Agreement on behalf of and fully bind such party.
- 11.9 Waiver. Any party's waiver of a breach of any provision herein will not be a continuing waiver or a waiver of any subsequent breach of that or any other provision of this Agreement.
- 11.10 Severability. The provisions of this Agreement are severable. The invalidity, or unenforceability of any provision in this Agreement will not affect the other provisions.
- 11.11 Interpretation. This Agreement is the result of the combined efforts of the parties. If any provision of this Agreement is found ambiguous, the ambiguity will not be resolved by construing this Agreement in favor or against any party, but by construing the terms according to their generally accepted meaning.

IN WITNESS WHEREOF, Seller and Buyer, by their signatures below, enter into this Agreement on the dates set forth below.

SELLER:

City of Fowler, a California municipal corporation

By: _____
Jeannie Davis, City Manager/City Clerk

BUYER:

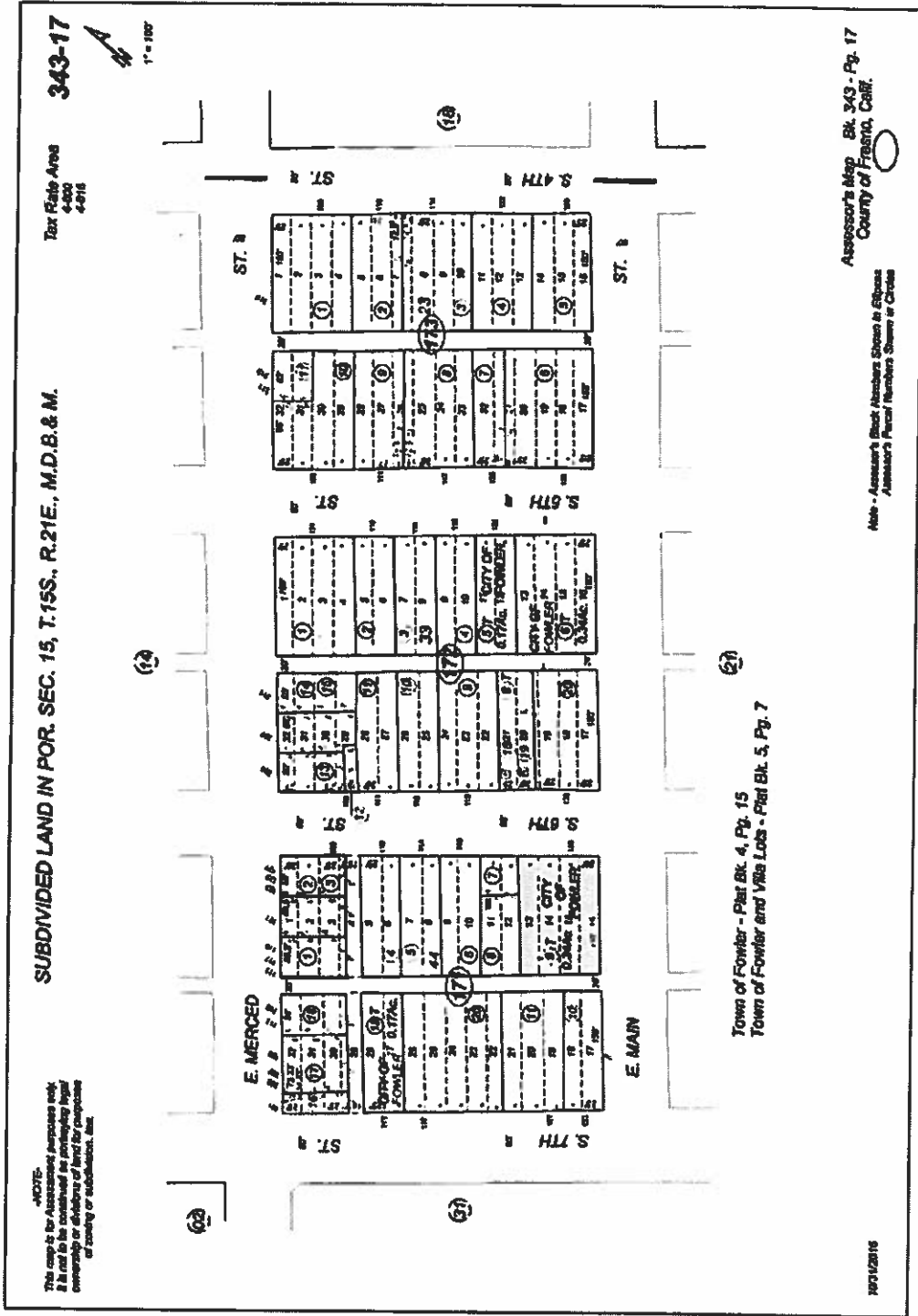
United Health Centers of the San Joaquin Valley, a California corporation

By: _____
Colleen Curtis, Chief Executive Officer

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EXHIBIT A

ASSESSOR'S PARCEL MAP



CITY OF FOWLER
 WARRANTS LIST
 February 18, 2020

<u>ACCOUNTS PAYABLE CHECKS</u>	<u>CHECK NUMBERS</u>	<u>CHECK DATES</u>	<u>AMOUNT</u>
Regular checks	36040-36050	Jan 22 thru Feb 3	\$ 34,266.85
TOTAL ACCOUNTS PAYABLE CHECKS			\$ 34,266.85
<u>PAYROLL COSTS</u>			
Second January Bi-Monthly Payroll		January 31, 2020	98,217.33
First February Bi-Monthly Payroll		February 15, 2020	85,602.87
TOTAL PAYROLL COSTS			\$ 183,820.20
TOTAL CASH DISBURSEMENTS			\$ 218,087.05

ITEM

9 A

SUPERION
 DATE: 02/14/2020
 TIME: 12:04:03

CITY OF FOWLER
 CHECK REGISTER - BY FUND

PAGE NUMBER: 1
 ACCTPAZI

SELECTION CRITERIA: transact.check_no between '36040' and '36050'
 ACCOUNTING PERIOD: 8/20

FUND - 100 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DEPT	ACCT	----	DESCRIPTION	----	SALES TAX	AMOUNT
1001	36040	01/22/20	10176	BERRY, KEITH	6120	5300		PER DIEM		0.00	127.00
1001	36041	01/22/20	12454	CORTEZ, RAY	6120	5300		PER DIEM		0.00	127.00
1001	36042	01/22/20	11585	DURON, ARTHUR	6120	5300		PER DIEM		0.00	127.00
1001	36043	01/22/20	14069	KARL KULOW	6120	5300		PER DIEM		0.00	60.00
1001	36044	01/22/20	14194	VINCENT JIMENEZ	6120	5300		PER DIEM		0.00	60.00
1001	36044	01/22/20	14194	VINCENT JIMENEZ	6120	5300		PER DIEM		0.00	127.00
	TOTAL CHECK									0.00	187.00
1001	36045	01/22/20	13742	YANG, FONG	6120	5300		PER DIEM		0.00	60.00
1001	36046	01/27/20	10237	P G & E - SACRAMENT	6020	5170		UTILITIES		0.00	3,154.28
1001	36046	01/27/20	10237	P G & E - SACRAMENT	6200	5170		UTILITIES		0.00	20,359.46
	TOTAL CHECK									0.00	23,513.74
1001	36047	01/27/20	11195	ROBERT V JENSEN INC	6130	5210		FUEL		0.00	46.39
1001	36047	01/27/20	11195	ROBERT V JENSEN INC	6160	5210		FUEL		0.00	55.59
1001	36047	01/27/20	11195	ROBERT V JENSEN INC	6160	5210		FUEL		0.00	77.03
1001	36047	01/27/20	11195	ROBERT V JENSEN INC	6260	5210		FUEL		0.00	107.55
1001	36047	01/27/20	11195	ROBERT V JENSEN INC	6200	5210		FUEL		0.00	170.29
1001	36047	01/27/20	11195	ROBERT V JENSEN INC	6260	5210		FUEL		0.00	205.27
1001	36047	01/27/20	11195	ROBERT V JENSEN INC	6200	5210		FUEL		0.00	250.29
	TOTAL CHECK									0.00	912.41
1001	36048	01/27/20	10725	VERIZON WIRELESS	6120	5160		SERVICES		0.00	52.04
1001	36048	01/27/20	10725	VERIZON WIRELESS	6200	5160		SERVICES		0.00	57.63
1001	36048	01/27/20	10725	VERIZON WIRELESS	6020	5160		SERVICES		0.00	64.27
1001	36048	01/27/20	10725	VERIZON WIRELESS	6160	5160		SERVICES		0.00	64.27
1001	36048	01/27/20	10725	VERIZON WIRELESS	6130	5160		SERVICES		0.00	64.27
1001	36048	01/27/20	10725	VERIZON WIRELESS	6120	5160		SERVICES		0.00	53.41
	TOTAL CHECK									0.00	855.89
1001	36049	01/31/20	10157	DAVIS, JEANNIE	6020	5260		LOCC CONF PER DIEM		0.00	300.00
	TOTAL CASH ACCOUNT									0.00	26,270.04
	TOTAL FUND									0.00	26,270.04

SUPERION
DATE: 02/14/2020
TIME: 12:04:03

CITY OF FOWLER
CHECK REGISTER - BY FUND

PAGE NUMBER: 2
ACCTPAZ1

SELECTION CRITERIA: transact.check_no between '36040' and '36050'
ACCOUNTING PERIOD: 8/20

FUND - 210 - GAS TAX

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DEPT	ACCNT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1001	36050	02/03/20	14066	A-C TECHNOLOGY	SOLU 2100	5202	SIGN GLDN STT MANNI	0.00	1,404.48
TOTAL CASH ACCOUNT								0.00	1,404.48
TOTAL FUND								0.00	1,404.48

SUPERION
 DATE: 02/14/2020
 TIME: 12:04:03

PAGE NUMBER: 3
 ACCTPAZ1

CITY OF FOWLER
 CHECK REGISTER - BY FUND

SELECTION CRITERIA: transact.check_no between '36040' and '36050'
 ACCOUNTING PERIOD: 8/20

FUND - 500 - WATER

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DEPT	ACCNT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1001	36046	01/27/20	10237	P G & E - SACRAMENT	5000	5170	UTILITIES	0.00	5,161.55
1001	36047	01/27/20	11195	ROBERT V JENSEN INC	5000	5210	FUEL	0.00	226.26
1001	36047	01/27/20	11195	ROBERT V JENSEN INC	5000	5210	FUEL	0.00	115.23
1001	36047	01/27/20	11195	ROBERT V JENSEN INC	5000	5210	FUEL	0.00	117.02
	TOTAL CHECK							0.00	458.51
1001	36048	01/27/20	10725	VERIZON WIRELESS	5000	5160	SERVICES	0.00	38.01
1001	36050	02/03/20	14066	A-C TECHNOLOGY SOLU	5000	5206	MADISON ST WELL	0.00	342.50
1001	36050	02/03/20	14066	A-C TECHNOLOGY SOLU	5000	5206	REPLACE UPS	0.00	591.76
	TOTAL CHECK							0.00	934.26
	TOTAL CASH ACCOUNT							0.00	6,592.33
	TOTAL FUND							0.00	6,592.33
	TOTAL REPORT							0.00	34,266.85

**MINUTES OF THE FOWLER CITY COUNCIL
SPECIAL MEETING
JANUARY 21, 2020**

Mayor Pro-Tem Hammer called the meeting to order at 6:07 p. m. Roll call was taken.

Councilmembers Present: Hammer, Kazarian, Parra

Councilmembers Absent: Cardenas, Rodriquez

City Staff Present: City Manager/City Clerk Davis, City Attorney Cross, City Engineer Peters

PUBLIC PRESENTATIONS

There were no public presentations.

CLOSED SESSION

The meeting adjourned to a closed session at 6:10 p.m.:

- ◆ 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

City Engineer Peters left the closed session at 6:56 p.m.

- ◆ Government Code Section 54956.9(d)(1) Conference with Legal Counsel – Existing Litigation: David Weisser v. City of Fowler (Public Records Act Case)
- ◆ Government Code Section 54956.9(d)(1) Conference with Legal Counsel - Existing Litigation: David Weisser v. City of Fowler (Employment Case)

The meeting reconvened to open session at 7:19 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 7:19 p.m.

**MINUTES OF THE FOWLER CITY COUNCIL MEETING
JANUARY 21, 2020**

Mayor Pro-Tem Hammer called the meeting to order at 7:23 p. m. Roll call was taken.

Councilmembers Present: Hammer, Kazarian, Parra

Councilmembers Absent: Cardenas, Rodriquez

City Staff Present: City Manager/City Clerk Davis, City Attorney Cross, Police Chief Alcaraz, Public Works Director Dominguez, City Engineer Peters, Finance Director Uyeda, 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.

INTRODUCTION OF NEW OFFICER AND BADGE PINNING CEREMONY

Police Chief Alcaraz gave an introduction and badge pinning of new police officer Vincent Jimenez.

Chief Alcaraz called a recess for a brief reception in honor of the newly sworn in police officer.

COMMUNINCATIONS

City Manager Davis said the Council has been invited to attend the South San Joaquin Valley General League Membership meeting Thursday, February 13, 2020 at Jocy's Restaurant.

She said the Blossom Trail Opening Ceremony will be Friday, February 7, 2020 in Orange Cove. She was notified that the City of Fowler is due to host the ceremony next year.

STAFF REPORTS

CITY ENGINNER'S REPOT

APPROVE REIMBURSEMENT AGREEMENT WITH FOWLER BUSINESS AND PROFESSIONAL PARK, LLC.

City Engineer Peters said in 2016 City Council approved Parcel Map 16-01 which facilitated the development of the Valley Children's Adventist Health facility. The developer has constructed and installed reimbursable improvements associated with Parcel Map 16-01, as part of those improvements, the agreement allowed for reimbursement to the developer for various facilities that benefited other properties.

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

CITY MANAGER'S REPORT

City Manager Davis said the City Attorney prepared a purchase and sale agreement to purchase the Adventist Building located at 119 S. 6th Street, Fowler, CA. the owners of the building have accepted the offer by the City. The City is growing and in need of more facilities.

Councilmember Kazarian made a motion to approve purchase and sale agreement – property 119 S. 6th Street, Fowler, California; seconded by Councilmember Parra. The motion carried by voice vote: Ayes: Hammer, Kazarian, Parra, Noes: None. Abstain: None. Absent: Cardenas, Rodriquez.

PUBLIC WORKS REPORT

No report was given.

FINANCE DIRECTOR'S REPORT

Finance Director Uyeda said next Tuesday he will be having a meeting with department supervisors to discuss street projects.

POLICE DEPARTMENT REPORT

Police Chief Alcaraz circulated the DOJ Part 1 Crime statistics for the month of December 2019.

He said the Public Safety Forum is scheduled for Thursday, January 30, 2020 at 6:00 p.m. in the Fowler City Hall Council Chambers.

FIRE DEPARTMENT REPORT

No report was given.

CITY ATTORNEY'S REPORT

No report was given.

CONSENT CALENDAR

The consent calendar consisted of: 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; C) Approve Budget Amendment for City Hall Roof Maintenance; D) Accept and Adopt the TCP Feasibility Report by Provost & Prichard Consulting Group dated January 15, 2020.

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

COMMITTEE REPORTS

Councilmember Parra mentioned the League of California Cities is having a meeting at Jocy's restaurant; the topic is on the 2020 Census.

ADJOURNMENT

Having no further business, Councilmember Kazarian made a motion, seconded by Councilmember Parra to adjourn. The motion carried and the meeting adjourned at 7:46 p.m.

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

ITEM 9 C
RECEIVED
NOV 25 2019

CLAIM FORM

FORM B

(Please Type Or Print)

BY: 

CLAIM AGAINST City of Fowler (Name of Entity)

Claimant's name: Diane M. Eskelsen

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: 7-15-19

Date injuries, damages, or losses were discovered: Today 11-25-19

(A) Location of incident/accident: South and Stanford Aves, Fowler

(B) What did entity or employee do to cause this loss, damage, or injury? Longstanding broken sprinkler head caused
moss to develop in a wide trail of water across sidewalk - Very Slippery.
(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)? Public Works,
City of Fowler

(C) What specific injuries, damages, or losses did claimant receive? Fractured Right Knee cap required
pain, suffering and loss of work time. Many Trips to Orthopedic / Kaiser Permanente,
FRESNO
(Use back of this form or separate sheet if necessary to answer this question in detail.)

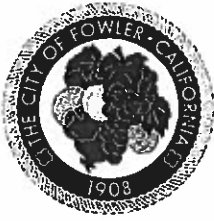
(D) What amount of money is claimant seeking or, if the amount is in excess of \$10,000, which is the appropriate court of jurisdiction. Note: If Superior and Municipal Courts are consolidated, you must represent whether it is a "limited civil case" [see Government Code 910(f)] Reimbursement for Medical Bills - 8/10/15-

How was this amount calculated (please itemize)? See separate Papers

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

Date Signed: 11-25-19 Signature: Diane M. Eskelsen

If signed by representative:
Representative's Name _____ Address _____
Telephone # _____
Relationship to Claimant _____



CITY OF FOWLER
COMMITTEE/COMMISSION
APPLICATION FORM

JAN 15 2020

I hereby request that I be considered as a nominee for the following City Commission or Committee:

PLEASE CHECK ONE

- Planning Commission - Applicant must reside within the incorporated Fowler City limits, or approved Sphere of Influence
- Recreation Commission - Applicant must reside within the incorporated Fowler City limits, approved Sphere of Influence, or within the jurisdictional boundaries of the Fowler Unified School District
- Design Review Committee (DRC) - 2 at-large applicants with a design or architectural background, 3 applicants must reside within the incorporated Fowler City limits or approved Sphere of Influence

Name Adriana Prado

Address _____ Email address: _____

Home/cell Telephone No. _____ Business No. _____

I am employed by _____ My position is _____

I have been a registered voter in the City of Fowler or City of _____ for 10 years.
Are you a United States Citizen? Yes No _____. Have you ever been convicted of a felony? Yes _____ No . (If "yes", please explain the nature of the felony conviction on a separate sheet of paper and attach to this application form).

Please state your educational background. (Optional)

I graduated from Fowler High in 2009. I continued my education at Fresno State and graduated with my bachelors degree in 2015.


Please list any organizations of which you are a member and any offices you have held in those organizations.

I am a committee member of FIA. I am also the Vice-Chair of Young Professionals Network under the Fresno Association of Realtors.

I am interested in serving for the following reasons (Please list any qualifications):

I love the small community of Fowler and want to give back to the community. I believe who you have in leadership positions is very important.

References (Optional):

Yvonne Hernandez reached out to me notifying me of the position and that I would be a great
Signed  Dated 2/13/2020 Candidate.

Please return your completed application to the City Clerk, 128 S. 5th Street, Fowler, California, 93625.

POLICY REGARDING APPOINTMENT OF INDIVIDUALS TO SERVE ON ADVISORY BODIES SUCH AS COMMISSIONS AND COMMITTEES FOR THE CITY OF FOWLER:

1. ... Qualified applicants are invited to submit an application to an advisory body. Commissioners, committee and board members are invited to contact and encourage qualified applicants to apply for appointment, and are encouraged to submit their suggestions for nominees directly to City Councilmembers. The City Clerk or City Manager will receive the committee/commission applications on behalf of the City Council and place them on file for consideration at the proper time.
2. All nominees will be asked to complete a brief application form.
3. The City Council may screen nominees as a body of the whole or reserve the option to establish a screening committee from its membership. The City Council may interview nominees for positions.
4. Incumbent Commissioners are encouraged and invited to indicate in writing their interest in reappointment, to the City Clerk, or directly to the City Council.
5. When vacancies occur, notice shall be posted in accordance with law. Vacancy notices will be placed on the public notice board at City Hall, the Fowler Library and other appropriate places.
6. Upon conclusion of the process, the selected applicant(s) will be appointed by the Mayor, subject to the consent of the Council, in accordance with the Fowler Municipal Code, except DRC members will be appointed by the City Manager upon City Council recommendation.
7. This policy is adopted to satisfy the requirements of Government Code Section 54970 et seq.