

**FOWLER CITY COUNCIL MEETING
AGENDA
OCTOBER 20, 2020
7:00 P.M.
CITY COUNCIL CHAMBER
128 S. 5TH STREET
FOWLER, CA 93625**

This meeting will be conducted pursuant to the provisions of Paragraph 11 of the Governor's Executive Order N-25-20 which suspends certain requirements of the Ralph M. Brown Act, and as a response to mitigating the spread of COVID-19, the meeting will not be open to the public. The telephone number listed below will provide access to the City Council meeting via teleconference.

Please note: when joining the meeting you will be asked your name which will be used to identify you during any public comment period.

**Telephone Number: 978-990-5175
Meeting ID: 494026#**

It is requested that any member of the public attending while on the teleconference to have his/her/their phone set on "mute" to eliminate background noise or other interference from telephonic participation.

Any writing or document that is a public record and provided to a majority of the City Council regarding an open session item on the agenda will be made available for public inspection at City Hall, in the City Clerk's office, during normal business hours. In addition, such writings and documents may be posted on the City's website at www.fowlercity.org.

1. Meeting called to order
2. Roll call
3. 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.

4. Communications

5. Staff Reports

A) Second Reading of Ordinance No. 2020-06, "An Ordinance of the City Council of the City of Fowler Amending Chapter 5 of Title 9 Section 05 to Article 21, Clarifying Development Standards of Accessory Buildings, Section 715 to Article 7, Clarifying Development Standards of the R-1 Zone District, Section 1003 and 1005 of Article 10, Allowing for Grocery Stores, Section 1203 of Article 12 Allowing For Grocery Stores, Section 1402 of Article 14, and 1402 Allowing Automobile Repair, Section 1503 of Article 15 Clarifying Grammar of the Fowler Municipal Code "

B) City Engineer's Report

- ◆ Approve Award of the Panzak Park Improvements – ADA Complaint Restroom Facilities CDBG Project No. 19231 to Flex-Pro. Inc. from Fresno, CA in the Amount of \$231,689.00

C) City Manager's Report

- ◆ COVID-19 Update

D) Public Works Director's Report

E) Finance Department Report

F) Police Department Report

G) Fire Department Report

6. City Attorney's Report

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

A) Ratification of Warrants – October 20, 2020

B) Approve Minutes of the City Council Special Meeting and City Council and Fowler Public Authority Joint Meeting – October 6, 2020

C) Approve Agreement between County of Fresno and City of Fowler – Fowler Senior Meals, CDBG 19321-CV

- D) Approval of City Manager Job Description
 - E) Approve Proclamation "Condemning Azerbaijan's Aggression, with the Support of Turkey, Against the Artsakh Republic and Urging the President and Congress of the United States to Recognize the Artsakh Republic as a Free and Independent Nation"
8. Committee Reports (No action except where a specific report is on the agenda)
- Mayor Cardenas
Mayor Pro Tem Hammer
Councilmember Kazarian
Councilmember Parra
Councilmember Rodriquez
9. Closed Session:
- Pursuant to Government Code Section 54956.9(a) Conference with Legal Counsel – Existing Litigation – Name of Case: Gordon Panzak vs. City of Fowler
10. Adjournment
- Next Ordinance No. 2020-07 Next Resolution No. 2480

CERTIFICATION: I, Corina Burrola, Deputy City Clerk of the City of Fowler, California, hereby certify that the foregoing agenda was posted for public review on Friday, October 16, 2020.



Corina Burrola
Deputy City Clerk

ORDINANCE NO. 2020- 06

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FOWLER AMENDING
CHAPTER 5 OF TITLE 9 SECTION 05 TO ARTICLE 21, CLARIFYING
DEVELOPMENT STANDARDS OF ACCESSORY BUILDINGS, SECTION 715 TO
ARTICLE 7, CLARIFYING DEVELOPMENT STANDARDS OF THE R-1 ZONE
DISTRICT, SECTION 1003 AND 1005 OF ARTICLE 10, ALLOWING FOR GROCERY
STORES, SECTION 1203 OF ARTICLE 12 ALLOWING FOR GROCERY STORES,
SECTION 1402 OF ARTICLE 14, AND 1402 ALLOWING AUTOMOBILE REPAIR,
SECTION 1503 OF ARTICLE 15 CLARIFYING GRAMMAR OF THE FOWLER
MUNICIPAL CODE

THE CITY COUNCIL OF THE CITY OF FOWLER DOES ORDAIN AS FOLLOWS:

SECTION 1. Section 05 of Title 9, Chapter 5, and Article 21 of the Fowler Municipal Code is hereby added to read as follows:

- A. No accessory building shall have a height greater than ten (10) feet, or one (1) story. The space between a dwelling and any accessory building on the same lot, when not joined by a common wall, shall be a minimum of ten (10) feet.
- B. Notwithstanding A., above, no playground structure shall have a height greater than twelve (12) feet.
- C. Notwithstanding A., above, no fireplace, or similar structure as determined by the Director, shall have a height greater than six (6) feet.
- ~~BD.~~ An accessory building may be located in a required side yard area on any part of the rear one-third of a lot subject to the limitations of D., following: a minimum of 3 feet from the side property line if located within the rear one-third of a lot. This applies to playground structures, fireplaces, and structures determined to be similar by the Director.
- ~~DE.~~ Accessory buildings may be located no closer to the rear property line in R or RM districts than shown below:

R-1-12	12 feet
R-1-10	10 feet
R-1-8.5	8.5 feet
R-1-7	7 feet
R-1-6	6 feet
R-1-5	5 feet
RM districts	5 feet

F. Notwithstanding E., above, no fireplace, or similar structure as determined by the Director, may be located less than 3 feet from the rear property line.

1. Such building may occupy not more than twenty (20) percent of the length of the required rear yard, measured between side lot lines.
2. Roof lines or eaves shall not extend into adjacent property.

E.G. On a reverse corner lot, an accessory building shall not be located closer to the rear property line than the required side yard on the adjoining key lot. An accessory structure shall not be closer to a side property line adjoining key lot and not closer to a side property line adjoining the street than the required front yard on the adjoining key lot.

SECTION 2 Section 715 of Title 9, Chapter 5, and Article 7 of the Fowler Municipal Code is hereby added to read as follows:

E. Any mechanical equipment, ~~including fixed pool equipment such as pumps, filters, diving boards, and or pool slides,~~ shall not be located less than five (5) feet from an adjoining side or rear property line. This does not apply to fireplaces, fixed pool equipment such as pumps and filters or structures determined to be similar by the Director.

SECTION 3 Section 1003 of Title 9, Chapter 5, and Article 10 of the Fowler Municipal Code is hereby added to read as follows:

A. Retail and service establishments primarily to serve the immediate neighborhood:

23. Grocery stores under 10,000 square feet in area;

234. Hardware stores;

245. Hobby supply stores;

266. Ice dispensers (coin-operated);

267. Locksmiths;

278. Newsstands and magazine stores;

289. Offices;

2930. Parking lots;

301. Pressing, altering, and repairing of wearing apparel;

312. Radio and television stores and repair shops;

323. Restaurants and cafes, including outdoor cafes, but excluding the sale of alcoholic beverages;

334. Shoe repair shops;

345. Shoe stores;

356. Soda fountains;

367. Stationery stores;

378. Tailors and dressmakers;

389. Video rentals and sales;

3940. Variety stores, less than ten thousand (10,000) square feet in area;

401. Other uses added by the Commission according to the procedure set forth in this article;

412. Incidental and accessory structures and uses on the same site as a permitted use.

SECTION 4 Section 1005 of Title 9, Chapter 5, and Article 10 of the Fowler Municipal Code is hereby added to read as follows:

Uses permitted subject to a conditional use permit shall be as follows (see Article 25):

- 9. Grocery stores greater than 10,001 square feet in area;
- ~~9~~10. Laundromat, coin-operated laundry, and dry cleaning establishments;
- ~~10~~1. Planned Unit Development subject to provisions of Article 28;
- ~~14~~2. Private clubs and lodges;
- ~~12~~3. Residential dwellings over or to the rear of a permitted use provided such dwellings shall be subject to the use, site area, coverage and yard requirements of the RM-3 district;
- ~~13~~4. Service stations, including service stations as part of a convenience store (gasoline), excluding automotive repair services;
- ~~14~~5. Tobacco stores.

SECTION 5 Section 1203 of Title 9, Chapter 5, and Article 12 of the Fowler Municipal Code is hereby added to read as follows:

A. Retail and service establishments:

- 21. Grocery stores;
- ~~24~~2. Hatcheries;
- ~~22~~3. Heating and air conditioning shops;
- ~~23~~4. Household appliance repair shops;
- ~~24~~5. Ice and food products dispensing machines;
- ~~25~~6. Ice manufacturing;
- ~~26~~7. Laboratories;
- ~~27~~8. Laundry plants;
- ~~28~~9. Mini-storage facilities;
- ~~29~~30. Parcel delivery services;
- ~~30~~1. Photographic and blueprint processing and printing;
- ~~34~~2. Plumbing and sheet metal shops;
- ~~32~~3. Post offices, public and private;
- ~~33~~4. Poultry and rabbit butcher shops for retail sales on the premises, including live storage; such use shall not be established closer than five hundred (500) feet from any residential zone;
- ~~34~~5. Railroad freight and passenger services;
- ~~35~~6. Refrigeration sales and services;
- ~~36~~7. Restaurants;
- ~~37~~8. Service stations;
- ~~38~~9. Sign shops;
- ~~39~~40. Stone and monument yards, retail;
- ~~40~~1. Tire recapping and sales;

~~442.~~ Upholstery shops;

~~423.~~ Veterinarians' offices, small animal boarding and hospitals, and kennels; provided however such use shall not be established closer than five hundred (500) feet from any residential district and shall be completely enclosed in a building of soundproof construction;

~~434.~~ Warehouses and mini-storage uses;

~~445.~~ Wholesale establishments.

SECTION 6 Section 1403 of Title 9, Chapter 5, and Article 14 of the Fowler Municipal Code is hereby added to read as follows:

E. Automobile repair;

~~EE.~~ Building materials, sales, and storage;

~~FG.~~ Emergency shelter subject to the following development standards:

1. Facility compliance with applicable state and local standards and requirements;
 - a. Federal, State and local licensing as required for any program incidental to the emergency shelter;
2. Physical characteristics;
 - a. Compliance with applicable state and local uniform housing and building code requirements;
 - b. The facility shall have on-site security during all hours when the shelter is open;
 - c. Facilities shall provide exterior lighting on pedestrian pathways and parking lot areas on the property. Lighting shall reflect away from residential areas and public streets.
 - d. Facilities shall provide secure areas for personal property;
3. Limited Number of Beds. Emergency shelters shall not exceed ten (10) beds;
4. Limited Terms of Stay. The maximum term of staying at an emergency shelter is six (6) months in a consecutive twelve (12) month period;
5. Parking. The emergency shelter shall provide on-site parking at a rate of one (1) space for each employee at the maximum shift plus one (1) space per six (6) occupants allowed;
6. Emergency Shelter Management. A management plan is required to address management, client supervision, client services, and food services. Such plan shall be submitted to and approved by the Community Development Department prior to operation of the emergency shelter;

~~GH.~~ Farm machinery and equipment manufacturing, sales, and service (including incidental auctions not to exceed four (4) per year);

~~HJ.~~ Frozen food processing, storage, and accessory sales;

~~IJ.~~ Gasoline service stations, including dispensing of diesel and other fuels, and complete truck service;

~~JK.~~ Golf cart sales and service;

~~KL.~~ Hatcheries;

~~LM.~~ Ice and cold storage plant;

~~MN.~~ Laboratories, experimental and testing;

~~NO.~~ Machine shops;

- ~~OP~~. Petroleum products storage, provided that gasoline, kerosene, and similar products shall be stored underground;
- ~~PQ~~. Planning mill, excluding refuse burning;
- ~~QR~~. Poultry and rabbit processing;
- ~~RS~~. Prefabrication of buildings;
- ~~ST~~. Public utility service yards, electrical and gas transmission stations;
- ~~TU~~. Secondhand stores;
- ~~UV~~. Stables and riding academies;
- ~~VW~~. Stone monument works;
- ~~WX~~. Tire recycling, rebuilding, recapping and retreading;
- ~~XY~~. Transit and transportation equipment, storage space and yards, except freight classification yards;
- ~~YZ~~. Trucking terminals;
- ~~ZAA~~. Warehouses and mini-storage uses.

SECTION 7 Section 1503 of Title 9, Chapter 5, and Article 15 of the Fowler Municipal Code is hereby added to read as follows:

- B. Heavy industrial and related uses including:
18. Agricultural, industrial, and household chemical compounds manufacture;

SECTION 8 Section 1705 of Title 9, Chapter 5, and Article 17 of the Fowler Municipal Code is hereby added to read as follows:

- A. The following uses shall be permitted in the Form-Based Code Area:
13. Grocery stores limited to 1,500 square feet of sales area;
- ~~134~~. Hardware stores;
- ~~145~~. Health, fitness club;
- ~~156~~. Locksmiths;
- ~~167. Market less than ten thousand (10,000) square feet;~~
17. Museum;
18. Non-profit charitable institutions;
19. Offices—Business, professional, service, medical;
20. Parking lots;
21. Post offices, public and private;
22. School, public or private;
23. Studio: art, dance, martial arts, music, etc.;
24. Restaurant, café, coffee shop, not serving alcohol;
25. Variety stores limited to 1,500 square feet of sales area ~~less than ten thousand (10,000) square feet;~~
26. Video rentals and sales;

27. Other uses added by the Commission according to the procedure set forth in this article;
28. Incidental and accessory structures and uses on the same site as a permitted use.

MEMORANDUM

TO: MAYOR & CITY COUNCIL
FROM: DAVID PETERS, CITY ENGINEER
SUBJECT: CITY OF FOWLER – PANZAK PARK IMPROVEMENTS - ADA
COMPLIANT RESTROOM FACILITIES CDBG PROJECT NO. 19231
DATE: OCTOBER 15, 2020
CC: DARIO DOMINGUEZ, PUBLIC WORKS DIRECTOR

REQUESTED ACTION

Award the City of Fowler Panzak Park Improvements – ADA Compliant Restroom Facilities CDBG Project No. 19231 to Flex-Pro. Inc. from Fresno, CA in the amount of \$231,689.00.

DISCUSSION/RECOMMENDATION

The City of Fowler recently advertised for bids for the City of Fowler Panzak Park Improvements – ADA Compliant Restroom Facilities CDBG Project No. 19231. The engineer's estimate for the project was \$277,000.00.

On October 9, 2020, the City received three bids for ranging from \$231,689.00 to \$343,850.00. The low-bid was submitted by Flex-Pro Inc., which possess an active Class A, Class B, and Class C39 Contractors license in the State of California. A summary of the bids is attached.

The bid information is currently being reviewed by Fresno County Staff, who administer the CDBG funding. The City anticipates that Fresno County Staff will approve the bid award.

Staff recommends a conditional award of the project in the amount of \$231,689.00 to Flex-Pro., Inc. contingent upon concurrence from the County of Fresno.

CITY OF FOWLER - "Panzak Park Improvements"
BID SUMMARY 10/09/2020

#3

#2

#1

Engineer's Estimate											
Marko Construction & Flex Pro											
Ardent General Inc.											
GEMS Environmental											
BASE BID SCHEDULE											
Item No.	Quantity	Unit	Item Description	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount
1	1	LS	Mobilization (\$10,000 Maximum)	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$1,800.00	\$1,800.00	\$9,872.00	\$9,872.00
2	1	LS	Dust Control	\$2,500.00	\$2,500.00	\$5,000.00	\$5,000.00	\$1,665.00	\$1,665.00	\$8,630.00	\$8,630.00
3	1	LS	Demolition, Clearing and Grubbing	\$55,000.00	\$55,000.00	\$7,300.00	\$7,300.00	\$7,055.16	\$7,055.16	\$36,423.00	\$36,423.00
4	1	LS	Storm Water Pollution Prevention Plan	\$2,500.00	\$2,500.00	\$3,500.00	\$3,500.00	\$5,106.00	\$5,106.00	\$3,591.00	\$3,591.00
5	1	LS	Restroom Installation	\$155,000.00	\$155,000.00	\$122,000.00	\$122,000.00	\$181,443.93	\$181,443.93	\$175,909.00	\$175,909.00
6	1	LS	Site Preparation and Grading	\$7,500.00	\$7,500.00	\$5,600.00	\$5,600.00	\$13,320.00	\$13,320.00	\$7,236.00	\$7,236.00
7	500	SF	Concrete Sidewalk	\$15.00	\$7,500.00	\$14.95	\$7,475.00	\$14.99	\$7,495.00	\$21.15	\$10,575.00
8	1	EA	1 1/2-Inch Water Service	\$500.00	\$500.00	\$7,828.00	\$7,828.00	\$7,437.00	\$7,437.00	\$29,106.00	\$29,106.00
9	1	EA	4-Inch Sewer Service	\$500.00	\$500.00	\$1,976.00	\$1,976.00	\$1,776.00	\$1,776.00	\$4,799.00	\$4,799.00
10	1	LS	Electric Service	\$1,000.00	\$1,000.00	\$5,500.00	\$5,500.00	\$13,320.00	\$13,320.00	\$24,037.00	\$24,037.00
11	1	LS	Miscellaneous Facilities and Operations	\$5,000.00	\$5,000.00	\$25,510.00	\$25,510.00	\$21,067.80	\$21,067.80	\$3,672.00	\$3,672.00
12	1	LS	Supplemental Work	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00
TOTAL BASE BID					\$277,000.00		\$231,689.00		\$291,485.89		\$343,850.00

CITY OF FOWLER
WARRANTS LIST
October 20, 2020

<u>ACCOUNTS PAYABLE CHECKS</u>	<u>CHECK NUMBERS</u>	<u>CHECK DATES</u>	<u>AMOUNT</u>
Regular checks	36991-37032	Oct 2 thru Oct 16	\$ 96,330.86
TOTAL ACCOUNTS PAYABLE CHECKS			<u>\$ 96,330.86</u>
<u>PAYROLL COSTS</u>			
First October Bi-Monthly Payroll		October 15, 2020	86,236.42
TOTAL PAYROLL COSTS			<u>\$ 86,236.42</u>
TOTAL CASH DISBURSEMENTS			<u>\$ 182,567.28</u>

ITEM

7A

SUPERION
DATE: 10/16/2020
TIME: 16:35:05

PAGE NUMBER: 1
ACCTPA21

CITY OF FOWLER
CHECK REGISTER - BY FUND

SELECTION CRITERIA: transact.check_no between '36991' and '37032'
ACCOUNTING PERIOD: 4/21

FUND - 100 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DEPT	ACCT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1001	36991	10/02/20	13848	TPX	6020	5160	SERVICES	0.00	870.31
1001	36992	10/06/20	10549	AT&T MOBILITY	6120	5160	SERVICES	0.00	314.07
1001	36993	10/06/20	12285	ATT	6120	5160	SERVICES	0.00	613.00
1001	36994	10/06/20	10064	COLONIAL LIFE INSUR	100	2042	EMPLOYEE DEDUCTION	0.00	120.54
1001	36994	10/06/20	10064	COLONIAL LIFE INSUR	100	2044	EMPLOYEE DEDUCTION	0.00	292.92
TOTAL CHECK								0.00	413.46
1001	36995	10/06/20	13496	KEENAN & ASSOCIATES	6200	5084	EMPLOYEE BENEFITS	0.00	6,735.80
1001	36995	10/06/20	13496	KEENAN & ASSOCIATES	6120	5084	EMPLOYEE BENEFITS	0.00	12,820.59
1001	36995	10/06/20	13496	KEENAN & ASSOCIATES	6150	5084	EMPLOYEE BENEFITS	0.00	350.57
1001	36995	10/06/20	13496	KEENAN & ASSOCIATES	6025	5084	EMPLOYEE BENEFITS	0.00	385.63
1001	36995	10/06/20	13496	KEENAN & ASSOCIATES	6030	5084	EMPLOYEE BENEFITS	0.00	503.06
1001	36995	10/06/20	13496	KEENAN & ASSOCIATES	6400	5084	EMPLOYEE BENEFITS	0.00	718.65
1001	36995	10/06/20	13496	KEENAN & ASSOCIATES	6700	5084	EMPLOYEE BENEFITS	0.00	718.65
1001	36995	10/06/20	13496	KEENAN & ASSOCIATES	6020	5084	EMPLOYEE BENEFITS	0.00	853.64
1001	36995	10/06/20	13496	KEENAN & ASSOCIATES	100	2041	EMPLOYEE BENEFITS	0.00	1,435.00
1001	36995	10/06/20	13496	KEENAN & ASSOCIATES	100	2041	EMPLOYEE BENEFITS	0.00	24,521.59
TOTAL CHECK								0.00	
1001	36996	10/06/20	13647	SUN LIFE FINANCIAL	6400	5084	EMPLOYEE BENEFITS	0.00	33.18
1001	36996	10/06/20	13647	SUN LIFE FINANCIAL	6700	5084	EMPLOYEE BENEFITS	0.00	33.18
1001	36996	10/06/20	13647	SUN LIFE FINANCIAL	6150	5084	EMPLOYEE BENEFITS	0.00	33.18
1001	36996	10/06/20	13647	SUN LIFE FINANCIAL	6030	5084	EMPLOYEE BENEFITS	0.00	100.90
1001	36996	10/06/20	13647	SUN LIFE FINANCIAL	6160	5084	EMPLOYEE BENEFITS	0.00	127.88
1001	36996	10/06/20	13647	SUN LIFE FINANCIAL	6020	5084	EMPLOYEE BENEFITS	0.00	139.67
1001	36996	10/06/20	13647	SUN LIFE FINANCIAL	6200	5084	EMPLOYEE BENEFITS	0.00	434.64
1001	36996	10/06/20	13647	SUN LIFE FINANCIAL	6120	5084	EMPLOYEE BENEFITS	0.00	703.38
1001	36996	10/06/20	13647	SUN LIFE FINANCIAL	100	2046	EMPLOYEE BENEFITS	0.00	1,270.65
TOTAL CHECK								0.00	2,876.66
1001	36997	10/06/20	11335	VISION SERVICE PLAN	6400	5084	EMPLOYEE BENEFITS	0.00	9.85
1001	36997	10/06/20	11335	VISION SERVICE PLAN	6700	5084	EMPLOYEE BENEFITS	0.00	9.85
1001	36997	10/06/20	11335	VISION SERVICE PLAN	6025	5084	EMPLOYEE BENEFITS	0.00	10.83
1001	36997	10/06/20	11335	VISION SERVICE PLAN	6160	5084	EMPLOYEE BENEFITS	0.00	19.70
1001	36997	10/06/20	11335	VISION SERVICE PLAN	6020	5084	EMPLOYEE BENEFITS	0.00	20.68
1001	36997	10/06/20	11335	VISION SERVICE PLAN	6030	5084	EMPLOYEE BENEFITS	0.00	23.62
1001	36997	10/06/20	11335	VISION SERVICE PLAN	6200	5084	EMPLOYEE BENEFITS	0.00	127.99
1001	36997	10/06/20	11335	VISION SERVICE PLAN	6120	5084	EMPLOYEE BENEFITS	0.00	196.91
1001	36997	10/06/20	11335	VISION SERVICE PLAN	100	2048	EMPLOYEE BENEFITS	0.00	255.79
TOTAL CHECK								0.00	675.22
1001	36998	10/14/20	14328	ANNA'S RESTAURANT	6700	5105	SENIOR LUNCHES	0.00	530.00
1001	36999	10/14/20	14343	CARNICERIA Y TACQUE	6700	5105	SENIOR MEALS	0.00	728.00
1001	37000	10/14/20	10064	COLONIAL LIFE INSUR	100	2042	EMPLOYEE DEDUCTION	0.00	120.54
1001	37000	10/14/20	10064	COLONIAL LIFE INSUR	100	2044	EMPLOYEE DEDUCTION	0.00	292.92
TOTAL CHECK								0.00	413.46
1001	37001	10/14/20	14322	DEVIKA INC DBA DENN	6700	5105	SENIOR MEALS	0.00	210.00

SUPERION
DATE: 10/16/2020
TIME: 16:35:05

CITY OF FOWLER
CHECK REGISTER - BY FUND

PAGE NUMBER: 2
ACCTPAZ1

SELECTION CRITERIA: transact.check_no between '36991' and '37032'
ACCOUNTING PERIOD: 4/21

FUND - 100 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DEPT	ACCT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1001	37001	10/14/20	14322	DEVIKA INC DBA DENN	6700	5105	SENIOR MEALS	0.00	280.00
TOTAL CHECK								0.00	490.00
1001	37002	10/14/20	11862	YVONNE HERNANDEZ	6700	5260	MILEAGE REIMB	0.00	86.25
1001	37003	10/14/20	11142	JOCYS RESTAURANT	6700	5105	SENIOR MEALS	0.00	912.00
1001	37004	10/14/20	13496	KEENAN & ASSOCIATES	6150	5084	EMPLOYEE BENEFITS	0.00	350.57
1001	37004	10/14/20	13496	KEENAN & ASSOCIATES	6025	5084	EMPLOYEE BENEFITS	0.00	385.63
1001	37004	10/14/20	13496	KEENAN & ASSOCIATES	6030	5084	EMPLOYEE BENEFITS	0.00	503.06
1001	37004	10/14/20	13496	KEENAN & ASSOCIATES	6400	5084	EMPLOYEE BENEFITS	0.00	718.65
1001	37004	10/14/20	13496	KEENAN & ASSOCIATES	6700	5084	EMPLOYEE BENEFITS	0.00	718.65
1001	37004	10/14/20	13496	KEENAN & ASSOCIATES	6020	5084	EMPLOYEE BENEFITS	0.00	853.64
1001	37004	10/14/20	13496	KEENAN & ASSOCIATES	100	2041	EMPLOYEE BENEFITS	0.00	1,320.00
1001	37004	10/14/20	13496	KEENAN & ASSOCIATES	6200	5084	EMPLOYEE BENEFITS	0.00	6,735.80
1001	37004	10/14/20	13496	KEENAN & ASSOCIATES	6120	5084	EMPLOYEE BENEFITS	0.00	10,682.14
TOTAL CHECK								0.00	22,268.14
1001	37005	10/14/20	13647	SUN LIFE FINANCIAL	6150	5084	EMPLOYEE BENEFITS	0.00	33.18
1001	37005	10/14/20	13647	SUN LIFE FINANCIAL	6400	5084	EMPLOYEE BENEFITS	0.00	33.18
1001	37005	10/14/20	13647	SUN LIFE FINANCIAL	6700	5084	EMPLOYEE BENEFITS	0.00	33.18
1001	37005	10/14/20	13647	SUN LIFE FINANCIAL	6030	5084	EMPLOYEE BENEFITS	0.00	100.90
1001	37005	10/14/20	13647	SUN LIFE FINANCIAL	6160	5084	EMPLOYEE BENEFITS	0.00	127.88
1001	37005	10/14/20	13647	SUN LIFE FINANCIAL	6020	5084	EMPLOYEE BENEFITS	0.00	139.67
1001	37005	10/14/20	13647	SUN LIFE FINANCIAL	6200	5084	EMPLOYEE BENEFITS	0.00	434.64
1001	37005	10/14/20	13647	SUN LIFE FINANCIAL	6120	5084	EMPLOYEE BENEFITS	0.00	703.38
TOTAL CHECK						2046	EMPLOYEE BENEFITS	0.00	1,270.65
								0.00	2,876.66
1001	37006	10/14/20	11335	VISION SERVICE PLAN	6400	5084	EMPLOYEE BENEFITS	0.00	9.85
1001	37006	10/14/20	11335	VISION SERVICE PLAN	6700	5084	EMPLOYEE BENEFITS	0.00	9.85
1001	37006	10/14/20	11335	VISION SERVICE PLAN	6025	5084	EMPLOYEE BENEFITS	0.00	10.83
1001	37006	10/14/20	11335	VISION SERVICE PLAN	6160	5084	EMPLOYEE BENEFITS	0.00	19.70
1001	37006	10/14/20	11335	VISION SERVICE PLAN	6020	5084	EMPLOYEE BENEFITS	0.00	20.68
1001	37006	10/14/20	11335	VISION SERVICE PLAN	6030	5084	EMPLOYEE BENEFITS	0.00	23.62
1001	37006	10/14/20	11335	VISION SERVICE PLAN	6200	5084	EMPLOYEE BENEFITS	0.00	127.99
1001	37006	10/14/20	11335	VISION SERVICE PLAN	6120	5084	EMPLOYEE BENEFITS	0.00	196.91
TOTAL CHECK						2048	EMPLOYEE BENEFITS	0.00	255.79
								0.00	675.22
1001	37007	10/16/20	14306	ACCOUNTemps	6030	5621	SERVICES	0.00	1,169.71
1001	37008	10/16/20	12285	ATT	6120	5160	SERVICES	0.00	618.13
1001	37009	10/16/20	14330	B&P PEST PROS	6020	5185	SERVICES	0.00	90.00
TOTAL CHECK						5185	SERVICES	0.00	95.00
								0.00	185.00
1001	37010	10/16/20	12489	BATTERY SYSTEMS INC	6120	5205	BATTERY	0.00	136.00
1001	37011	10/16/20	10026	BCT CONSULTING	6700	5160	SERVICES	0.00	84.34
TOTAL						5160	SERVICES	0.00	500.08

SUPERION
DATE: 10/16/2020
TIME: 16:35:05

PAGE NUMBER: 3
ACCTPA21

CITY OF FOWLER
CHECK REGISTER - BY FUND

SELECTION CRITERIA: transact.check_no between '36991' and '37032'
ACCOUNTING PERIOD: 4/21

FUND - 100 - GENERAL FUND

[illegible]

SUPERION
DATE: 10/16/2020
TIME: 16:35:05

CITY OF FOWLER
CHECK REGISTER - BY FUND

PAGE NUMBER: 4
ACCTPAZ1

SELECTION CRITERIA: transact.check_no between '36991' and '37032'
ACCOUNTING PERIOD: 4/21

FUND - 225 - LTF - ARTICLE 8

CASH ACCT	CHECK NO	ISSUE DT	VENDOR NAME	DEPT	ACCNT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1001	37014	10/16/20	14131 CENTRAL VALLEY SWEE	2250	5220	SERVICES	0.00	2,550.00
1001	37014	10/16/20	14131 CENTRAL VALLEY SWEE	2250	5220	SERVICES	0.00	2,550.00
TOTAL CHECK							0.00	5,100.00
TOTAL CASH ACCOUNT							0.00	5,100.00
TOTAL FUND							0.00	5,100.00

SUPERION
DATE: 10/16/2020
TIME: 16:35:05

CITY OF FOWLER
CHECK REGISTER - BY FUND

PAGE NUMBER: 5
ACCTPA21

SELECTION CRITERIA: transact.check_no between '36991' and '37032'
ACCOUNTING PERIOD: 4/21

FUND - 250 - CDBG

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DEPT	ACCT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1001	37025	10/16/20	14120	PENINSULA MESSENGER	2500	5175	LOAN PAYOFF	0.00	29.75
TOTAL CASH ACCOUNT									29.75
TOTAL FUND									29.75

SUPERION
DATE: 10/16/2020
TIME: 16:35:05

PAGE NUMBER: 7
ACCTPA21

CITY OF FOWLER
CHECK REGISTER - BY FUND

SELECTION CRITERIA: transact.check_no between '36991' and '37032'
ACCOUNTING PERIOD: 4/21

FUND - 850 - SUCESSOR AGENCY

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DEPT	ACCNT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1001	36995	10/06/20	13496	KEENAN & ASSOCIATES	8500	5084	EMPLOYEE BENEFITS	0.00	250.64
1001	36996	10/06/20	13647	SUN LIFE FINANCIAL	8500	5084	EMPLOYEE BENEFITS	0.00	10.60
1001	36997	10/06/20	11335	VISION SERVICE PLAN	8500	5084	EMPLOYEE BENEFITS	0.00	4.92
1001	37004	10/14/20	13496	KEENAN & ASSOCIATES	8500	5084	EMPLOYEE BENEFITS	0.00	250.64
1001	37005	10/14/20	13647	SUN LIFE FINANCIAL	8500	5084	EMPLOYEE BENEFITS	0.00	10.60
1001	37006	10/14/20	11335	VISION SERVICE PLAN	8500	5084	EMPLOYEE BENEFITS	0.00	4.94
TOTAL CASH ACCOUNT									532.34
TOTAL FUND									532.34
TOTAL REPORT									96,330.86

**MINUTES OF THE FOWLER CITY COUNCIL
SPECIAL MEETING
OCTOBER 6, 2020**

Mayor Cardenas called the meeting to order at 6:32 p. m. Roll call was taken.

Councilmembers Present: Hammer, Kazarian, Kazarian, Parra, and Rodriquez.

City Staff Present: City Manager Davis, City Attorney Cross, Finance Director Uyeda, City Planner Marple, Police Chief Alcaraz, Public Works Director Dominguez, Deputy City Clerk Burrola

Discussion and Approval of updated City Manager Job Description

City Manager Davis provided sample job descriptions for the City Manager's position for the City of Fowler. Ms. Davis said she consulted with Avery & Associates, Inc. to provide her with samples of City Manager job descriptions from small and large cities near and far. She said the current City Manager job description for the City is out of date. The samples provided all vary in experience, qualifications, but basically most of them require five, seven, to ten years of high level management experience in public administration, bachelor's degree or equivalent.

The Council looked over some of the sample job descriptions that were provided. Mayor Cardenas asked if the City is in the process of hiring an agency to recruit for this position. Ms. Davis said the City currently has a contract with Avery & Associates, Inc. and they will be handling the process of the recruitment. Ms. Davis said the agency will be interacting with the Council during the processing of the recruitment, once completed; they will be involved in the initial client meetings, development and candidate profile and search strategy, interviewing and assessments of candidates and final interviews. A discussion took place as to the education, experience and what would be the ideal candidate. The consensus of the Council was to take more time to review the proposed descriptions and provide feedback to the City Manager.

Approval of Proposal from William Avery & Associates, Inc. for City Manager Recruitment Services

City Manager Davis provided a proposal for the City of Fowler for the recruitment of the City Manager and an agency profile of William Avery & Associates. William Avery & Associates is a successful and service focused Management Consulting firm based in Los Gatos, California. The firm specializes in Executive search, Labor Relations and Human Resources Management consulting.

Councilmember Kazarian made a motion to approve proposal from William Avery & Associates, Inc. for City Manager recruitment services, seconded by Councilmember Rodriquez . The motion carried by voice vote: Ayes: Kazarian, Rodriquez, Cardenas, Hammer, Parra. Noes: None. Abstain: None. Absent: None.

ADJOURNMENT

Having no further business, Councilmember Parra made a motion, seconded by Mayor Pro Tem Hammer to adjourn. The motion carried and the meeting adjourned at 6:58 p.m.

**MINUTES OF THE FOWLER CITY COUNCIL AND
FOWLER PUBLIC AUTHORITY JOINT MEETING
OCTOBER 6, 2020**

Mayor/Chairman Cardenas called the meeting to order at 7:02 p. m. Roll call was taken.

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

City/PFA Staff Present: City Manager/City Clerk Davis, Finance Director/Treasurer Uyeda, City Attorney Cross, Police Chief Alcaraz, Public Works Director Dominguez, Fire Chief Lopez, City Planner Marple, Senior/ Recreation Coordinator Hernandez, Deputy City Clerk Burrola

PUBLIC PRESENTATIONS

Patric Jones, Fowler resident said he was approached by several individuals who would like to donate to the new fire station. He asked if Help Furnish Fowler's Fire House 48 on Facebook is City based. Melissa Squeo, Fowler resident, addressed Mr. Jones' question. She said she is in charge of the fundraiser for the new fire station and he can contact her with any donations.

Accept/Approve Donation for the New Fowler Fire Station in the Amount of \$5,000 – Fowler Packing Company

City Manager Davis said the City received a request from Fowler Packing Company wanting to donate to the new Fowler Fire Station in the amount of \$5,000. Ross Parnagian, Fowler Packing Company joined via teleconference.

The Council thanked Mr. Parnagian and the Parnagian family for the donation to the new fire station.

Councilmember/Director Kazarian made a motion to accept the donation for the new Fowler Fire Station in the amount of \$5,000 from Fowler Packing Company, seconded by Councilmember/Director Rodriquez. The motion carried by roll call vote: Ayes: Kazarian, Rodriquez, Cardenas, Hammer, and Parra. Noes: None. Abstain: None. Absent: None.

PUBLIC HEARING

Public Hearing to Consider Zoning Text Amendment No. 20-01 to Amend Accessory Structure Standards and Allowed use Listings in the Fowler Zoning Ordinance

City Planner Marple said the City is undergoing a comprehensive Zoning Code update. Ms. Marple said late last year a grant opportunity was presented to the Council for SB2 funds. City staff identified the benefit of clarifying certain standards and uses. City staff recommends permitting grocery store in the C-1, C-3, and Form Based Code Zones to promote development of such uses. Staff also recommends clarifying the permitted uses in the M-1 zone to permit automobile repair. A missing oxford comma has also created confusion about agricultural uses being permitted in the M-2 zone. Adding the comma will clarify that agricultural uses are not allowed.

Mayor Cardenas opened the duly noticed public hearing on the matter at 7:25 p.m. There were no public comments from the public and hearing closed at 7:25 p.m.

First Reading of Ordinance No. 2020-06

Councilmember/Director Parra made a motion to waive the first reading of Ordinance No. 2020-06, An Ordinance of the City Council of The City of Fowler Amending Chapter 5 of Title 9 Section 05 to Article 21, Clarifying Development Standards of Accessor Buildings, Section 715 to Article 7, Clarifying Development Standards of the R-1 Zone District, Section 1003 and 1005 of Article 10, Allowing for Grocery Stores, Section 1203 of Article 12 Allowing Grocery Stores, Section 1402 of Article 14, and 1402 Allowing Automobile Repair, Section 1503 of Article 15 Clarifying Grammar of The Fowler Municipal Code”, seconded by Councilmember/Director Rodriquez. The motion carried by voice vote: Ayes: Parra, Rodriquez, Cardenas, Hammer, and Kazarian. Noes: None. Abstain: None. Absent: None.

PRESENTATION OF THE 2017 – 2018 FISCAL YEAR AUDITS – CORONA, FAETH AND ZAKARIAN

Auditor Gus Corona, of Borchardt, Corona, Faeth & Zakarian, presented the audits for the City of Fowler and Public Financing Authority (PFA). The PFA audit showed that there was an increase on net position of \$40,983 and overall revenues of \$163,992, which exceeded expenses of \$123,009. Total assets were \$2,327,049 and total liabilities were \$2,330,000 for 2018. Mr. Corona stated that everything is being accounted for properly.

The City’s audit showed a total positive net position of \$29,997,065 for the end of 2018, overall revenues and transfers totaled \$8,638,041 which exceeded expenses of \$6,336,589 by 2,301,452. This was an increase due to development fees and the increase of property tax assessments. Total liabilities decreased by a total of \$208,000. General Fund (GF) revenues totaled \$4,123,562 and total expenditures totaled 3,759,671 leaving a positive of \$330,863 at June 30, 2018. .

COMMUNICATIONS

City Manager/Executive Director Davis reminded the Council of the upcoming Employee Appreciation Grab and Go BBQ luncheon, Friday, October 16, 2020.

STAFF REPORT

CITY MANAGER’S REPORT

COVID-19 Update

City Manager Davis said the numbers are staying about the same; there are 238 total cases, 234 recovered/closed cases. She mentioned the Fowler Unified School District are working on the possibility of phasing in to opening the schools.

City Manager/Executive Director Davis said the City has been very busy with many projects. She said the City received a Section 130 Grant in the amount of 2.7 million to pay for the railroad crossing improvements and pedestrian crossing near the Maxco project.

She said the new fire station is nearly complete and the fire department is steadily moving in. She would like to have a ceremonial event of recognition but unsure due to the current events.

Ms. Davis mentioned the Jack in the Box project plans has been approved and they will possibly be breaking ground sometime in November.

The Buford Travel Center project is moving along.

The Panzak park ADA restroom project bid opening was delayed due to uncompleted federal noticing; the new bid opening date has been scheduled for this Friday, October 9th at 11:00 a.m.

She said a new hotel project was tabled at a recent Planning Commission meeting as they requested more information on the design. The hotel will be located near 10th and Tuolumne Streets.

Councilmember Kazarian brought up the Great Plates program and asked Senior Center Coordinator, Ms. Hernandez what was the outcome and the guidelines as to getting more seniors to qualify for the program. Ms. Hernandez stated that she visited quite a few seniors who apparently did not qualify due to having in home services or who may have family members providing for them. Councilmember Kazarian said it seems there's some confusion on the guidelines and requirements for qualification, he expressed the willingness to work with Ms. Hernandez to hopefully make the program happen.

PUBLIC WORKS REPORT

Public Works Director Dominguez said that before the Council tonight is a resolution to participate and pursue grant funding for a water meter improvement project. He said the Bureau of Reclamation announced a funding opportunity for WaterSMART Water and Energy Efficiency Grants for Fiscal Year 2021 for projects that result in water conservation and improve water management, such as installing municipal smart water meters. The grant will have a cost sharing of 50% of the total cost of the project. This project will benefit the City while reducing the costs associated with meter reading and the continued ongoing maintenance of the existing aged meters, also to improve inconsistency. Mr. Dominguez said the project will consist of replacing approximately 1700 meters in a period of 5 years. The application package will be put together by California Consulting Inc. The approximate cost of the grant application package is \$12,000. California Consulting will be reimbursed by California Alliance for Jobs which is a company that focuses on helping municipalities achieve grants and help contracting companies build the projects.

Councilmember/Director Kazarian made a motion to approve Resolution No. 2479, A Resolution of the City Council of the City of Fowler to Ratify an Application for WATERSMART Water and Energy Efficiency Grants for Fiscal Year 2020 (BOR-DO-21-F001)" seconded by Councilmember/Director Parra. The motion carried by voice vote: Ayes: Kazarian, Parra, Cardenas, Hammer, and Rodriguez. Noes: None. Abstain: None. Absent: None.

FINANCE DIRECTOR'S REPORT

No report was given.

POLICE DEPARTMENT REPORT

Police Chief Alcaraz said the Fresno County Sheriff's Department reduced their staffing in assisting with the 2020 creek fire. Staff will no longer be sent up to assist. He said the City should be receiving a reimbursement from Cal OES for the officers' mileage reimbursement.

He said he will be sending some officers, with the assistance of other agencies, to the City of Coalinga to assist on a rash of shootings they recently had.

FIRE DEPARTMENT REPORT

Fire Chief Lopez (via teleconference) said the department is currently in the process of moving equipment into the new fire station.

CITY ATTORNEY'S REPORT

Approval of City Manager Employment Agreement

City Attorney Cross said tonight's item is a proposed City Manager's employment agreement. City Manager Davis has announced her retirement and the agreement extends to December 30, 2020 which is her retirement date. A provision would allow an extension by mutual agreement of Ms. Davis and the Council. The salary proposal shall be placed at Step E of the City Manager position of the City's adopted salary schedule; she shall receive those benefits established by the City's Benefit's Resolution of the position of City Manager. Councilmember Kazarian said he would like to make a motion to divide the question and act upon the salary separate from the other parts of the agreement.

Councilmember/Director Parra made a motion to approve the City Manager Employment Agreement with exception of the Step Salary, seconded by Mayor Pro Tem/Vice Chairman Hammer. The motion carried by voice vote: Ayes: Parra, Hammer, Cardenas, Kazarian, and Rodriquez. Noes: None. Abstain: None. Absent: None.

Mayor Pro Tem/Vice Chairman Hammer made a motion to approve the salary Step E of City Manager Employment Agreement, seconded by Councilmember/Director Rodriquez. The motion carried by voice vote: Ayes: Hammer, Rodriquez, Cardenas, and Parra. Noes: Kazarian. Abstain: None. Absent: None.

CONSENT CALENDAR

The consent calendar consisted of: A) Ratification of Warrants – October 6, 2020; B) Approve Minutes of the City Council Meeting – September 15, 2020 and City Council Special Meeting – September 29, 2020.

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

COMMITTEE REPORTS

Mayor/Chairman Cardenas mentioned the extension and reconstruction of Adams Avenue to 4th and Merced Streets. Selma-Kingsburg-Fowler Sanitation District (SKF) had opening bids for the sewer improvements on Adams Avenue; it was over the Engineer's estimate and was rejected. Rebidding for this project will be rescheduled at a later date.

Mayor Pro Tem/Vice Chairman Hammers mentioned the Trunk or Treat event. Senior/Recreation Coordinator Yvonne Hernandez said the Drive-Thru Trunk or Treat is scheduled to take place at the Edwin Baldwin Senior Center on Thursday, October 29, 2020 from 6:00 p.m. to 8:00 p.m. It'll be a family-friendly experience while social distancing and enjoying trunk or treats all from within the safety of their vehicles.

Councilmember/Director Kazarian said the South Kings Ground Water Sustainability (SKGSA) had available grant monies for recharge projects. They are working with other GSA's to divide the grant money for identified projects.

He said he spoke with David Wong regarding parking opportunities in the down town area. He also mentioned the possibility of putting in another handicap parking in front of CVS Pharmacy for Senior Citizens.

Councilmember/Director Parra said the League of California Cities virtual meeting started today.

Councilmember/Director Rodriquez said he received a complaint of limited parking in front of the Fowler Donut Shop.

ADJOURNMENT

Having no further business, Councilmember/Director Rodriquez made a motion, seconded by Councilmember/Director Parra to adjourn. The motion carried and the meeting adjourned at 9:01 p.m.

A G R E E M E N T

THIS AGREEMENT ("Agreement") is made this ____ day of _____, 2020 ("Effective Date"), by and between the COUNTY OF FRESNO, a political subdivision of the State of California, ("County"), and the CITY OF FOWLER, ("Subrecipient").

WITNESSETH

WHEREAS, the County has received funds to administer and implement the program for the Community Development Block Grant Coronavirus Response ("CDBG-CV") Program activities of the County, and its participating cities, in accordance with the provisions of Title I of the Housing and Community Development Act of 1974, as amended ("HCD Act"), the Coronavirus Aid, Relief, and Economic Security Act, ("CARES Act"); Public Law 93-383; and the laws of the State of California; and

WHEREAS, CDBG-CV funding has been made available to the County to prevent, prepare for, and respond to the coronavirus ("COVID-19"); and

WHEREAS, the County wishes to engage the Subrecipient to assist the County in utilizing such funds; Subrecipient has submitted the Fowler Senior Meals, Project No. 19232-CV ("Project"), for CDBG-CV funding; and

WHEREAS, the Subrecipient has estimated that the total cost of the Project is \$29,055, and has requested the sum of \$29,055 from the County's allocation of CDBG-CV funds to complete the Project; and

WHEREAS, the County Board of Supervisors, at a public hearing conducted on July 7, 2020, approved the Project for funding; and

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

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

I. PROJECT DESCRIPTION, LOCATION, TIME OF PERFORMANCE AND BUDGET

A. The Project consists of the procurement of meals for senior citizens in the

1 City. The Project will ensure the most vulnerable residents are receiving adequate nutrition while
2 minimizing exposure to communicable disease at grocery stores or restaurants.

3 B. The Subrecipient will be responsible for administering a CDBG-CV funded
4 project in a manner satisfactory to the County and consistent with standards required as a
5 condition of providing these funds.

6 C. The Project budget is estimated by the Subrecipient as follows:

Meal Procurement		<u>\$29,055</u>
	Total	\$29,055

8
9 D. Notwithstanding Subrecipient's estimates in the above-described Project
10 budget, payments for the Project from CDBG-CV funds shall be limited to the Subrecipient's
11 actual costs, and shall not exceed the total amount of \$29,055.

12 E. The proposed funding for the Project will be provided from the following
13 sources:

CDBG-CV		\$29,055
Local Contribution		<u>\$ 0</u>
	Total	\$29,055

16 F. Prior to any changes that may occur which would modify the scope of the
17 Project, the Subrecipient shall submit a written request to the County. The Subrecipient shall
18 send its written request to:

19 Community Development Grants
20 County of Fresno
21 Department of Public Works and Planning
22 Community Development Division
23 2220 Tulare Street, 6th Floor
24 Fresno, CA 93721

23 If the Director of the County Department of Public Works and Planning ("Director") determines the
24 modified Project is still eligible under the Federal CDBG-CV regulations, the Director is authorized
25 to permit such modifications. The County shall specify in a letter to the Subrecipient whether such
26 modifications to the scope of the Project are authorized, and if the Subrecipient may proceed.

27 II. OBLIGATIONS OF THE COUNTY

28 A. The County shall reimburse the Subrecipient up to, but not more than,

1 \$29,055 in CDBG-CV funds for the Project for the Subrecipient's performance of its obligations
2 under this Agreement. All funds shall be paid in accordance with Section V of this Agreement.

3 B. The County shall review, within thirty (30) calendar days of receipt from
4 the Subrecipient, the proposal for the activities and specifications for the Project, as prepared by
5 the Subrecipient, for compliance with Federal regulations, conformance with state and local
6 requirements, and the total Project cost estimate, to ensure sufficient funds are available to
7 complete the Project. If such conditions have been met, the County shall specify in a letter to
8 the Subrecipient that these conditions have been met, and that the Project activities can
9 commence.

10 C. The County may, upon request by the Subrecipient, allow alternate
11 procurement procedures permitted under 24 CFR Part 84, provided the Subrecipient submits
12 satisfactory documentation and justification.

13 D. The County shall conduct periodic inspections of the Project, as may be
14 required, in the determination of the County, to ensure that the intended activities and group of
15 beneficiaries of the Project have not changed. Upon completion of the Project, but prior to the
16 Subrecipient's acceptance of the Project, the County shall conduct a final inspection of the
17 Project. If such conditions have been met, the County shall specify in a letter to the Subrecipient
18 that these conditions have been met.

19 III. OBLIGATIONS OF THE SUBRECIPIENT

20 A. The Subrecipient shall provide any and all sums of money in excess of
21 \$29,055, which may be necessary to complete the Project.

22 B. The Subrecipient shall demonstrate in writing, and to the County's
23 satisfaction, that it has the authority, operational ability, and financial resources for providing the
24 services being provided with CDBG-CV funds under this Agreement prior to award of the Project.

25 C. Upon completion of the activity plan, the Subrecipient shall submit the
26 specifications to the County. The County will ensure Federal CDBG requirements have been
27 adhered to, and review cost estimates to ensure sufficient funds are available. The Subrecipient
28 shall obtain a letter from the County specifying these conditions have been met.

1 D. The Subrecipient may request to utilize alternate procurement procedures
2 allowed under 24 CFR Part 84, subject to prior approval by the County.

3 E. The Subrecipient shall give written notice thereof, to include a copy of the
4 executed contract between the Subrecipient and the vendor, to the County.

5 F. All proposed changes to the planned activities shall not proceed until prior
6 written approval has been given by the County. Request for approval of a change of services
7 provided shall include a narrative description of the work, a cost or price analysis in accordance
8 with HUD requirements, and a written certification from the Subrecipient that the approval of the
9 change is consistent with the final cost estimate approved by the County. In addition, the
10 Subrecipient shall certify that the change is within the scope of the Project and is necessary to
11 complete the Project.

12 G. The County has determined that the Project is exempt from the provisions
13 of the California Environmental Quality Act (CEQA) and the National Environmental Protection
14 Act (NEPA).

15 H. Upon completion of the Project, the Subrecipient shall notify the County
16 so a representative can perform an inspection of the Project to determine that it was completed
17 in accordance with the scope of work approved and authorized pursuant to this executed
18 Agreement.

19 I. Upon approval of Project completion by the County, the Subrecipient shall
20 provide the County with a resolution of acceptance, or similar documentation, demonstrating that
21 the Project was completed in accordance with the scope of work approved and authorized
22 pursuant to this executed Agreement and any approved subsequent amendments and/or
23 changes, and that the Subrecipient has accepted the Project. Prior to the final request for
24 payment, the Subrecipient shall also provide the County with a written summary of all Project
25 work completed with CDBG-CV and other funds.

26 J. During the contract period, the Subrecipient shall complete and submit
27 annually on June 1, and upon completion of the Project, a Project Outcome Measurement Report
28 (POM) form, a copy of which is attached hereto as Exhibit 1 and incorporated herein by

reference. The POM shall contain the following information for the County's Federal reporting purposes to the U.S. Department of Housing and Urban Development (HUD):

1. Total number of households/persons assisted.
2. Number of total households/persons assisted that:
 - a. Now have new access to this type of service or facility.
 - b. Now have improved access to this type of service or facility.
 - c. Now are served by a service or facility that is no longer substandard.

K. The Subrecipient must inform the County in writing of any program income generated by the expenditure of CDBG-CV funds. Any program income generated as a result of the Project must be paid to the County. For purposes of this Agreement, program income is defined as proceeds received as a result of the CDBG-CV funded activities. If the Subrecipient contributed financially to the Project, the Subrecipient may retain a share of the program income in proportion to the Subrecipient's contribution to the Project, after the Subrecipient has provided a written accounting acceptable to the County.

L. The Subrecipient must obtain prior written approval from the County before making any modification or change in the services being provided, in whole or in part, using CDBG funds in excess of \$25,000. The Subrecipient shall provide affected citizens with notice of, and opportunity to comment on, any proposed change to the services being provided with CDBG funds. These requirements shall continue in effect for five years after the Project is completed in HUD's Integrated Disbursement and Information System (IDIS). In the event the CDBG program is closed out, the requirements of this Section shall remain in effect for activities funded with CDBG funds, unless action is taken by the Federal government to relieve the Subrecipient of these obligations.

M. The Subrecipient acknowledges that the County may periodically inspect the Project to ensure that the services are being provided as described in this Agreement. The Subrecipient agrees to provide any necessary information to the County to carry out such inspections. Furthermore, the Subrecipient agrees to take corrective action if the County

1 determines that modifications to the use and location of the Project have resulted in a violation
2 of the Federal CDBG regulations.

3 IV. CONFORMANCE WITH APPLICABLE LAWS AND REGULATIONS

4 A. The Subrecipient shall, and shall cause its consultants, contractors, and
5 subcontractors to, comply with all applicable State and Federal laws and regulations governing
6 the Project.

7 B. Whenever the Subrecipient uses the services of a contractor, the
8 Subrecipient shall require that the contractor comply with all Federal, State and local laws,
9 ordinances, regulations and Fresno County Charter provisions applicable in the performance of
10 their work.

11 C. This Project is subject to the requirements of Section 3 of the Housing and
12 Urban Development Act of 1968, as amended, 12 U.S.C. 1701(u), and all applicable rules and
13 orders issued hereunder. Compliance will be a condition of the Federal financial assistance
14 providing under this Agreement, and binding upon the Subrecipient and any of the Subrecipient's
15 subcontractors. The Subrecipient certifies and agrees that no contractual or other disability
16 exists that would prevent compliance with these requirements. The Subrecipient further agrees
17 to comply with these Section 3 requirements and to include the following language in all
18 subcontracts executed under this Agreement: "The work to be performed under this Agreement
19 is a project assisted under a program providing direct Federal financial assistance from HUD and
20 is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968,
21 as amended. Section 3 requires that to the greatest extent feasible opportunities for training and
22 employment be given to low- and very low- income residents of the project area, and that
23 contracts for work in connection with the project be awarded to business concerns that provide
24 economic opportunities for low- and very low-income persons residing the metropolitan area in
25 which the project is located". Accordingly, the Subrecipient shall require any subcontractor to
26 complete and submit documentation prior to award of the contract, and upon Project completion,
27 that compliance with the Section 3 clause has been met.

28 D. Whenever the City receives at least \$100,000 for a project from the

County's CDBG Program under this Agreement, the Subrecipient shall complete and submit to the County Community Development Division a "Certification of Payments to Influence Federal Transactions" form and a "Standard Form LLL - Disclosure of Lobbying Activities" form. Likewise, before the Subrecipient awards a contract using at least \$100,000 of such CDBG-CV funds, the Subrecipient shall require the subcontractors to complete and submit these two (2) forms described hereinabove to both the Subrecipient and the County.

V. PAYMENT FOR THE PROJECT

A. It is expressly agreed and understood that the total amount to be paid by the County under this Agreement shall not exceed \$29,055. At monthly intervals, the Subrecipient shall submit a written request to the County for payment of eligible expenses incurred in accordance with the performance of this Agreement. The request for the County to make such a payment shall be in accordance with the exemplar Project Pay Request Form, attached hereto as Exhibit 2 and incorporated herein by reference. The request shall also be accompanied by a written certification from the Subrecipient that the request for payment is consistent with the amount of work that has been completed, and that said work is in accordance with the contract documents and this Agreement. The request for payment shall also be accompanied by documentation acceptable to the County, such as checks, invoices or vouchers for services or materials purchased, contractor's costs, or other costs chargeable to the Project. After appropriate review and inspection, the County shall make payment from CDBG-CV funds provided in this Agreement for all eligible costs specified herein up to the maximum amount payable under Section I. Payments may be contingent upon certification of the Subrecipient's financial management system in accordance with the standards specified in 24 CFR 84.21.

B. The CARES Act requires that there are adequate procedures in place to prevent any duplication of benefits, as required by section 312 of the Stafford Act, as amended by section 1210 of the Disaster Recovery Reform Act of 2018 (division D of Public Law 115-254; 42 U.S.C. 5121 et seq.). Duplication of benefits occurs when Federal financial assistance is provided to Subrecipient, and Subrecipient has received (or would receive, by acting reasonably to obtain available assistance) financial assistance for the same costs from any other source

1 (including insurance), and the total amount received exceeds the total need for those costs.
2 Subrecipient is required to certify that every request for payment does not constitute duplication
3 of benefits. Subrecipient agrees to repay any amount that is determined to be duplicative.

4 C. Any savings realized in the final cost of the Project, due to Project cost
5 and/or scope of work reductions, liquidated damages, or any other reason, shall be used to
6 reduce the amount of this Project paid for with CDBG-CV funds in the same pro-rata share that
7 CDBG-CV funds were used in payment of the Project. If the Subrecipient is required to provide
8 any additional funds toward the Project other than described in this Agreement, any cost savings
9 shall be first used to reimburse the Subrecipient for its contribution in excess of the total amount
10 provided by this Agreement.

11 D. The County shall not be bound by any agreement between the
12 Subrecipient and its agents.

13 E. Upon the completion of the Project, the Subrecipient shall submit to the
14 County Community Development Division a written request for final payment of costs, which
15 shall provide a detailed description of the Project pay items and costs. The final pay request
16 shall be in accordance with Exhibit 2. The County shall not be obligated to make any
17 payments under this Agreement if the request for payment is submitted by the Subrecipient
18 more than sixty (60) days after the Notice of Completion has been filed with the County
19 Recorder's Office. An extension to the sixty (60) day period may be granted by the Director
20 prior to the deadline if the Subrecipient can demonstrate just cause for the delay.

21 F. The County may withhold payment of the final payment request made by
22 the Subrecipient, until a final POM and written summary of all Project work completed with
23 CDBG-CV and other funds have been submitted to the County.

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

25 Business Manager
26 County of Fresno
27 Department of Public Works and Planning
28 Financial Services Division
2220 Tulare Street, 6th Floor
Fresno, CA 93721

1 H. The Subrecipient agrees to comply with 24 CFR 84.21-18, and agrees to
2 adhere to the accounting and bookkeeping procedures in accordance required therein.
3 Subrecipient must utilize adequate internal controls and maintain necessary source
4 documentation for all costs paid with CDBG-CV funds in accordance with the performance of
5 this Agreement.

6 I. All records and accounts shall be available for inspection by the County,
7 the State of California, if applicable, the Comptroller General of the United States, and HUD or
8 any of their duly authorized representatives at all reasonable times for a period of at least four
9 (4) years following final payment under this Agreement, or the closure of all other pending
10 matters, whichever is later. Records shall include but not be limited to: Records providing a full
11 description of each activity; records documenting compliance with the fair housing and equal
12 opportunity components; financial records as required by 24 CFR 570.502, and 24 CFR 84.21-
13 28 and any other records necessary to document compliance. The Subrecipient shall certify
14 accounts when required or requested by the County.

15 J. The Subrecipient shall maintain client data demonstrating eligibility for
16 services provided. Such data shall include, but not be limited to, client name, income level or
17 other basis for determining eligibility, and description of service. Such information shall be made
18 available to County monitors or their designees for review upon request. The Subrecipient
19 understands that client information collected under this contract is private and the use or
20 disclosure of such information, when not directly connected with the administration of the
21 Subrecipient's responsibilities with respect to services provided under this contract, is prohibited,
22 unless written consent is obtained from such person receiving service.

23 K. The Subrecipient, as a subrecipient of Federal financial assistance, is
24 required to comply with the provisions of the Single Audit Act of 1984 (31 U.S.C. Sections 7501
25 et seq.), as amended. Whenever the Subrecipient receives CDBG-CV funds from the County
26 for the Project, a copy of any audit performed by the Subrecipient in accordance with said Act
27 shall be forwarded to the County Community Development Grants Program Manager within nine
28 (9) months of the end of any Subrecipient fiscal year in which funds were expended and/or

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

14 L. The Subrecipient shall send a copy of the audit to:

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

19 VI. INDEMNIFICATION

20 The Subrecipient shall indemnify, defend, and save harmless the County, its
21 officers, agents, and employees from and against any and all damages, claims, and losses
22 whatsoever (including attorney's fees and costs) occurring or resulting to persons, firms, or
23 corporations furnishing or supplying work, services, materials, or supplies in connection with the
24 performance of this Agreement, and from any and all damages, claims, and losses (including
25 attorney's fees and costs) occurring or resulting to any person, firm, or corporation for damage,
26 injury, or death arising out of or connected with the Subrecipient's performance of, or failure to
27 perform, its obligations under this Agreement. The provisions of this Section VI shall survive the
28 termination of this Agreement.

1 VII. TIME OF PERFORMANCE

2 A. The following schedule shall commence on the date this Agreement is
3 executed by the County.

4 1. Complete Specifications and Submit to the County for Review –
5 January 4, 2021.

6 2. Complete County Review and Approval of Specifications – February
7 4, 2021.

8 3. Begin Advertising for Bids – February 22, 2021.

9 4. Award Contract – March 22, 2021.

10 B. Evidence of delivery, inspection, and acceptance by the Subrecipient shall
11 be submitted to the County Community Development Division no later than November 30, 2021.

12 C. The final POM Report, written summary of all work completed, and request
13 for final payment shall be submitted to the County no later than January 31, 2022.

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

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

22 VIII. BREACH OF AGREEMENT

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

1 relief in a court of law or equity, including the recovery of damages. In addition to the Agreement
2 being terminated by the County in accordance with a material breach of this Agreement by the
3 Subrecipient, this Agreement may also be terminated for convenience by the County in accordance
4 with state and federal law.

5 IX. TERMINATION OF PROJECT

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

11 B. If the Subrecipient's request to cancel the Project covered by this
12 Agreement is approved by the Director, the Subrecipient shall promptly return to the County all
13 CDBG-CV funds paid pursuant to this Agreement.

14 X. VENUE; GOVERNING LAW

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

19 XI. ENTIRE AGREEMENT

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

24 ///

25 ///

26 ///

27 ///

28 ///

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

3
4 CITY OF FOWLER
5 SUBRECIPIENT

COUNTY OF FRESNO

6 By: _____
7 City Manager

Ernest Buddy Mendes, Chairman of the
Board of Supervisors of the
County of Fresno

8
9
10 ATTEST:

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

11
12
13 _____
14 City Clerk, City of Fowler

By: _____
Deputy

15
16 APPROVED AS TO LEGAL FORM:

17
18 _____
19 City Attorney

20 REMIT TO:

21 FUND NO: 0001
22 SUBCLASS NO: 10000
23 ORG NO: 7205
ACCOUNT NO: 7885
PROJECT NO: N19232-CV
ACTIVITY CODE: 7307

City of Fowler
Attention: Jeannie Davis, City Manager
128 South 5th Street
Fowler, CA 93625
Telephone: (559) 834-3113

24
25
26
27 SW:JA:_____
28 G:\7205ComDev\Agendas-Agreements\2020\1215_Fowler Senior Meals CDBG 19232-CV_Agt.docx
October 1, 2020

Exhibit 1
County of Fresno
Project Outcome Measurement Report

Project #: _____ Project Name: _____

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

1. Years Reported: _____ through _____
2. Enter the number of persons assisted that:
 - a. Now have **new access** to this type of public facility or infrastructure improvement: _____ or N/A
(New access to a public facility or infrastructure is when the facility did not previously exist and is provided for the first time.)
 - b. Now have **improved access** to this type of public facility or infrastructure improvement: _____ or N/A
(Improved access to a public facility or infrastructure is when the facility or infrastructure is improved or expanded, enabling the grantee to expand the number of people or type of service the facility provides.)
 - c. Are served by this public facility or infrastructure improvement that is **no longer substandard**: _____ or N/A
(A public facility or infrastructure is no longer substandard when the CDBG funds were used to meet a quality standard, or measurably improve the quality of the facility or infrastructure.)

(Note: The numbers of persons entered in a, b, and c, above, must add up to the total number of persons entered in question 3.)
3. Total number of persons assisted: _____
4. Please describe the accomplishments made on this project in the past year (i.e. construction progress). If the project is complete, please describe the overall accomplishments made on the project.

Form Completed By: _____

Exhibit 2

Project Pay Request

Date _____

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

Subject: Request for Payment, CDBG-CV Project No. _____
<District Name>
<Project Title>

In accordance with the executed Agreement for the above-referenced project, the <District Name> is requesting payment of \$_____ for project costs.

The District certifies that this request for payment is consistent with the amount of work that has been completed to date, performed in accordance with the construction contract documents and the executed Agreement, and as evidenced by the enclosed invoices and supporting documents. The District also certifies that this request does not constitute a duplication of benefits under federal requirements as described in Section V, Paragraph B of the Agreement.

<u>Payee</u>	<u>Invoice #</u>	<u>Amount</u>
--------------	------------------	---------------

Sincerely,

<District Manager>
<District Name>

Enclosure(s)



CITY MANAGER JOB DESCRIPTION

DEFINITION

Under general policy direction of the City Council, to plan, direct, manage and review the activities and operations of the City; including all municipal departments; to provide policy guidance to and coordinate the activities of management staff; to facilitate the development and implementation of long and short range plans, policies, goals, objectives, and programs to provide the City with technical and administrative direction in meeting, maintaining and enhancing City services standards; to ensure public services are delivered in an efficient and effective manner; and to provide highly responsible and complex administrative support to the City Council.

SUPERVISION EXERCISED

Exercises direct supervision over management, supervisory, professional, technical, and administrative support staff.

EXAMPLES OF IMPORTANT AND ESSENTIAL DUTIES

Directs and manages the development and implementation of City goals and objectives; recommends and administers policies, procedures, and priorities for all service areas; allocates resources accordingly. Strives to improve all aspects of City services.

Provides highly responsible and complex administrative staff assistance to the City Council; confers with the City Council regarding a wide variety of municipal government issues; recommends policies, procedures and actions to be taken by the City Council; carries out City Council decisions, goals or directives.

Oversees and participates in the development and administration of the City budget; directs the forecast of funds needed for staffing, programs, equipment, materials and supplies; submits annual operating and capital budget to City Council; administer and monitor approved budget; implement midyear adjustments as necessary.

Plans, directs and manages City operations; meets with members of management staff to identify and resolve problems; assigns projects and programmatic areas of responsibility; reviews and evaluates program goals and objectives.

Continuously monitors and evaluates the efficiency and effectiveness of City service delivery methods and procedures; assesses and monitors work load, administrative and support systems, and internal reporting relationships; identifies opportunities for improvement; directs the implementation of changes.

Represents the City to other public agencies, community based organizations, elected officials, outside agencies, and the mass media; explains and interprets City programs, policies, and activities; negotiates and resolves sensitive, significant, and controversial issues.

Responds to and resolves difficult and sensitive citizen inquiries and complaints; assigns departments to resolve citizen complaints and concerns in a timely manner.

Clarifies, interprets, and ensures compliance with, and suggests changes to Personnel Rules and Regulations, City policies and procedures, Memoranda of Understanding (MOU) and other pertinent rules and regulations.

Selects, trains, motivates and evaluates City management and administrative staff; provides or coordinates staff training; works with employees to correct deficiencies; implements discipline and termination procedures.

Participates on a variety of boards and commissions; attends and participates in professional groups and committees; stays abreast of new trends and innovations in the field of public agency administration.

OTHER JOB RELATED DUTIES

Perform related duties and responsibilities as assigned by the City Council.

JOB RELATED AND ESSENTIAL QUALIFICATIONS

Knowledge of:

Modern and highly complex principles and practices of municipal government management, administration, and organization.

Roles and functions of a City Council in a California municipal government.

Current social, political and economic trends and operating problems of municipal government.

Organizational and management practices as applied to the analysis, evaluation, development, and implementation of programs, policies, and procedures.

Principles and practices of municipal government budget preparation and administration.

Principles of personnel management including supervision, training and performance evaluation.

Research and reporting methods, techniques and procedures.

Sources of information related to a broad range of municipal programs, services and administration.

Pertinent federal, state and local laws, codes and regulations.

Ability to:

Provide effective leadership to and coordinate the activities of a municipal organization.

Effectively administer a variety of City-wide programs and administrative activities.

Identify and respond to public and City Council issues and concerns.

Interpret and apply federal, state and local policies, procedures, laws and regulations.

Analyze problems, identify alternative solutions, project consequences of proposed actions and implement recommendations in support of goals.

Effectively and fairly negotiate appropriate solutions and contracts.

Gain cooperation through discussion and persuasion.

Select, supervise, train and evaluate assigned staff.

Prepare and administer a large municipal budget; allocate limited resources in a cost-effective manner, establish and administer effective financial controls for the management of City revenues and resources.

Evaluate and develop improvements in operations, procedures, policies, or methods. Prepare clear and concise reports and develop appropriate recommendations.

Communicate clearly and concisely, both orally and in writing.

Establish, maintain, and foster positive and harmonious working relationships with those contacted in the course of work.

MINIMUM QUALIFICATIONS:**Experience:**

Seven years of experience in a local public agency in an administrative and managerial capacity involving the development and administration of organization-wide operations, policies and procedures, and the supervision of management level employees. At least one year as a City Manager, or three years at the level of Assistant/Deputy City Manager is highly desirable.

Education:

Bachelor's degree from an accredited college or university with major course work in public administration, business administration or closely related field. A master's degree is highly desirable.

License or Certificate:

Possession of, or must obtain, an appropriate, valid driver's license.

Skill to:

Operate modern office equipment including computer equipment and software. Operate a motor vehicle safely.

Special requirements:

Essential duties require the following physical skills and work environment: Ability to work in a standard office environment. Incumbents may be required to work extended hours including evenings and weekends and may be required to travel outside City boundaries to attend meetings.

Proclamation

Condemning Azerbaijan's Aggression, with the Support of Turkey, Against the Artsakh Republic and Urging the President and Congress of the United States to Recognize the Artsakh Republic as a Free and Independent Nation

WHEREAS, the Artsakh Republic, a cradle of early Christianity, has been an integral part of the Armenian homeland for thousands of years;

WHEREAS, the Artsakh Republic is a robust democracy, on the frontiers of faith and the front lines of global freedom;

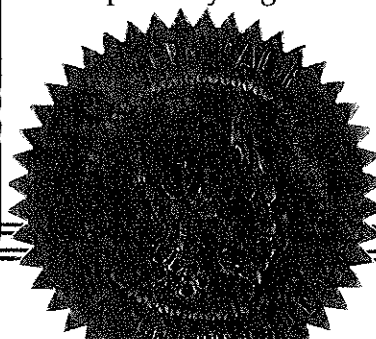
WHEREAS, the Artsakh Republic, having legally declared its independence and resisted years of Azerbaijani aggression, consistently holds parliamentary and presidential elections that have been rated as free and fair by international observers;

WHEREAS, civilians across the Artsakh Republic are under heavy artillery, rocket, aerial, drone, and ground attacks by Azerbaijan, with Turkish support and the active participation of foreign jihadists recruited from Syria and across the Middle East to eradicate one of the region's last Christian lands; and

WHEREAS, the Artsakh Republic, which was one of three parties to the 1994 cease-fire that ended major military hostilities between Artsakh and Azerbaijan, remains committed to a negotiated, non-violent resolution through the Organization for Security and Cooperation in Europe's Minsk Group.

NOW, THEREFORE, BE IT RESOLVED that the City of Fowler:

- 1) Condemns attacks by Azerbaijan against civilians in the Artsakh Republic;
- 2) Affirms the right of Christians and all the citizens of the Artsakh Republic to practice their faith in freedom and without fear of foreign aggression; and
- 3) Recognizes the right to self-determination and independence of the Artsakh Republic as well as respectfully urges the President and Congress of the United States of America to do the same.



David Cardenas, Mayor