

**FOWLER CITY COUNCIL MEETING  
AGENDA  
NOVEMBER 17, 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](http://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.)
4. Presentation of Employee Plaques for Years of Service

*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.*

5. Communications

6. Staff Reports

A) Adopt 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 , and Sections 1705 and 1707 of Article 17 Allowing for Grocery Stores"

B) City Engineer's Report

- 1) Consider Adoption of Resolution No. 2480, " A Resolution of the City Council of the City of Fowler Designating the 8<sup>th</sup> Street / Fresno Street Intersection as all –Way Stop"
- 2) Discussion/Direction Regarding Circulation Strategies at the State Route 99 / Adams Avenue Interchange

C) City Manager's Report

- 1) COVID-19 Update
- 2) Approve Resolution No. 2481, "A Resolution of the City Council of the City of Fowler Extending the Temporary Outdoor Business Operations Assistance Program for Restaurants, Retail Businesses, and Service Businesses in the City"
- 3) Consider and approve proposed Covid-19 Business Assistance Grant Program

D) Public Works Director's Report

E) Finance Department Report

F) Police Department Report

G) Fire Department Report

7. City Attorney's Report

8. 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 – November 17, 2020
- B) Approve Minutes of the City Council Meeting – October 20, 2020
- C) Approve Resolution No. 2482, “ A Resolution of the City Council of the City of Fowler Approving A Residential Water Service Discontinuation Policy”
- D) Approve the City of Fowler Temperance and Walter Pedestrian Improvements ATPL 5173 (031) Project Constructed by Power Design Electric, Inc. and Authorize the City Engineer to file a Notice of Completion
- E) Approve Online Utility Payment User Agreement

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

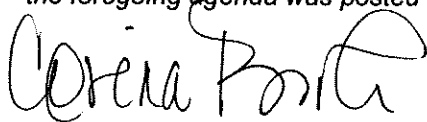
Mayor Cardenas  
Mayor Pro Tem Hammer  
Councilmember Kazarian  
Councilmember Parra  
Councilmember Rodriquez

10. Adjournment

Next Ordinance No. 2020-07

Next Resolution No. 2483

*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, November 13, 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, 1402 ALLOWING AUTOMOBILE REPAIR, SECTION 1503 OF ARTICLE 15 CLARIFYING GRAMMAR OF THE FOWLER MUNICIPAL CODE, AND SECTIONS 1705 AND 1707 OF ARTICLE 17 ALLOWING FOR GROCERY STORES

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.
- ~~B~~D. 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.
- ~~D~~E. 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
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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.

EG. 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 not exceeding 10,000 square feet in area;

~~234.~~ Hardware stores;

~~245.~~ Hobby supply stores;

~~256.~~ 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;

- ~~39~~40. Variety stores, not exceeding ten thousand (10,000) square feet in area;
- ~~40~~1. Other uses added by the Commission according to the procedure set forth in this article;
- ~~44~~2. 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 exceeding 10,000 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;

- ~~389~~. Sign shops;
- ~~394~~40. Stone and monument yards, retail;
- ~~401~~. 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 not exceeding 1,500 square feet of sales area;
- ~~13~~4. Hardware stores;
- 14~~5~~. Health, fitness club;
- ~~15~~6. Locksmiths;
- ~~16~~7. 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 not exceeding 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.

SECTION 9 Section 1707 of Title 9, Chapter 5, and Article 17 of the Fowler Municipal Code is hereby added to read as follows:

1. Any use selling or serving alcohol, including liquor store;
2. Any commercial amusement use (indoor and outdoor);
3. Any permitted use having outside storage;
4. Automated car wash, including use of mechanical conveyors, blowers, and steam cleaning;
5. Automobile parts sales;
6. Automobile repair;
7. Banquet facilities, dance halls, social halls, private clubs and lodges;
8. Bed and breakfast;
9. Card rooms;
10. Churches and other religious institutions;
11. Drive through facilities;
12. Funeral home;
13. Grocery stores not exceeding 10,000 square feet in sales area;
- 13.4. Laundromat, coin-operated laundry, and dry cleaning establishments; except that such uses are not permitted in the downtown area bounded by Fourth Street, Tuolumne Street, Golden State Boulevard, and Main Street;
- ~~14. Market greater than ten thousand (10,000) square feet;~~
15. Mixed use residential component;
16. Motels and hotels;
17. Motorcycle sales and service;
18. Multifamily dwellings, subject to the standards of the RM-3 district (including density greater than 21.78 units/acre);
19. Parking structure;
20. Self-service car wash;
21. Service stations, including service stations as part of a convenience store (gasoline);
22. Single family dwellings subject to the provisions of the R-1-5 district;
23. Smoking bars and hookah lounges;
24. Tobacco shops;
25. Theater, auditoriums, cinema, or performing arts;
26. Variety store ~~greater than~~ not exceeding ten thousand (10,000) square feet.

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**MEMORANDUM**

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**TO:** MAYOR & CITY COUNCIL  
**FROM:** DAVID PETERS, CITY ENGINEER  
**SUBJECT:** ALL-WAY STOP – 8<sup>TH</sup> STREET / FRESNO STREET  
**DATE:** NOVEMBER 12, 2020

**REQUESTED ACTION:**

Adopt Resolution No. 2480 approving installation of an all-way stop at the 8th Street / Fresno Street intersection.

**DISCUSSION:**

The intersection of 8<sup>th</sup> Street and Fresno Street until very recently has been a three-legged intersection with a STOP signs on the minor approach. Each approach to the intersection consists of one lane with no dedicated turn lanes. The centerlines are striped with a single yellow line. White crosswalks exist on the Fresno Street leg of the intersection. Sight distance is obscured by adjacent parking stalls and outdoor dining facilities on 8<sup>th</sup> Street.

Thirty five (35) mph speed limits signs are posted on the northbound and southbound 8<sup>th</sup> Street approaches. A prima facie speed of 25 miles per hour should apply on Fresno Street; although it is possible that a prima facie speed limit of 15 miles per hour would apply to the intersection based on limited visibility within 100 feet of the intersection (California Vehicle Code 22352).

The State of California Department of Transportation California Manual on Uniform Traffic Control Devices for Streets and Highways, 2014 Edition (CMUTCD) Rev 5 sets forth the guidance for installation of all-way stop signs as follows:

**Section 2B.07 Multi-Way Stop Applications**

**Support:**

01 Multi-way stop control can be useful as a safety measure at intersections if certain traffic conditions exist. Safety concerns associated with multi-way stops include pedestrians, bicyclists, and all road users expecting other road users to stop. Multi-way stop control is used where the volume of traffic on the intersecting roads is approximately equal.

02 The restrictions on the use of STOP signs described in Section 2B.04 also apply to multi-way stop applications.

*Guidance:*

03 *The decision to install multi-way stop control should be based on an engineering study.*

04 The following criteria should be considered in the engineering study for a multi-way STOP sign installation:

- A. Where traffic control signals are justified, the multi-way stop is an interim measure that can be installed quickly to control traffic while arrangements are being made for the installation of the traffic control signal.
- B. Five or more reported crashes in a 12-month period that are susceptible to correction by a multi-way stop installation. Such crashes include right-turn and left-turn collisions as well as right-angle collisions.
- C. Minimum volumes:
  - 1 The vehicular volume entering the intersection from the major street approaches (total of both approaches) averages at least 300 vehicles per hour for any 8 hours of an average day; and
  - 2. The combined vehicular, pedestrian, and bicycle volume entering the intersection from the minor street approaches (total of both approaches) averages at least 200 units per hour for the same 8 hours, with an average delay to minor-street vehicular traffic of at least 30 seconds per vehicle during the highest hour; but
  - 3. If the 85th-percentile approach speed of the major-street traffic exceeds 40 mph, the minimum vehicular volume warrants are 70 percent of the values provided in Items 1 and 2.
- D. Where no single criterion is satisfied, but where Criteria B, C.1, and C.2 are all satisfied to 80 percent of the minimum values. Criterion C.3 is excluded from this condition.

Option:

05 Other criteria that may be considered in an engineering study include:

- A. The need to control left-turn conflicts;
- B. The need to control vehicle/pedestrian conflicts near locations that generate high pedestrian volumes;
- C. **Locations where a road user, after stopping, cannot see conflicting traffic and is not able to negotiate the intersection unless conflicting cross traffic is also required to stop; and**
- D. An intersection of two residential neighborhood collector (through) streets of similar design and operating characteristics where multi-way stop control would improve traffic operational characteristics of the intersection.

The sight distance deficiencies identified by the City Engineer qualify the intersection for all-way stop control in accordance with the provisions of Section 2B.07.05 of the CMUTCD set forth herein.

RESOLUTION NO. 2480

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FOWLER  
DESIGNATING THE 8<sup>TH</sup> STREET / FRESNO STREET  
INTERSECTION AS ALL -WAY STOP

WHEREAS, there is currently a two way stop sign at the 8<sup>TH</sup> Street / Fresno Street intersection; and

WHEREAS, the City desires to make the intersection of 8<sup>TH</sup> Street / Fresno Street an all-way stop intersection by placing stop signs and markings stopping traffic on all intersection approaches; and

WHEREAS, City staff has demonstrated a need for the all-way stop intersections for the following reasons:

- (1) Sight distance deficiencies exist such that the road user, after stopping, cannot see conflicting traffic and is not able to negotiate the intersection unless conflicting cross traffic is also required to stop; and

WHEREAS, the City has the authority to install stop signs pursuant to Fowler Municipal Code sections 4-4.401 through 4-4.405 and California Vehicle Code sections 21101, 21104, 21351, 21351.5, 21354, 21355, 21362, 21400, and 21401.

NOW, THEREFORE, be it resolved by the City Council of the City of Fowler that:

1. The intersection of 8<sup>th</sup> Street / Fresno Street is hereby designated an all-way stop intersection.
2. The City Clerk shall add said intersection to the Official List of Stop Intersections in accordance with Fowler Municipal Code section 4-4.401.
3. The Public Works Director is authorized and directed to install all-way stop signs and marking at the affected intersection.

\*\*\*\*\*

I, Jeannie Davis, City Clerk of the City of Fowler, do hereby certify that the foregoing resolution was duly passed and adopted at a regular meeting of the Fowler City Council held on the 17th day of November 2020, by the following vote:

Ayes:

Noes:

Absent:

Abstain:

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Jeannie Davis, City Clerk  
City of Fowler

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MEMORANDUM

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**TO:** MAYOR & CITY COUNCIL  
**FROM:** DAVID PETERS, CITY ENGINEER  
**SUBJECT:** STATE ROUTE 99 / ADAMS AVENUE CIRCULATION STRATEGIES  
**DATE:** NOVEMBER 12, 2020

REQUESTED ACTION:

Provide staff direction regarding circulation strategies at the State Route 99 / Adams Avenue interchange.

DISCUSSION:

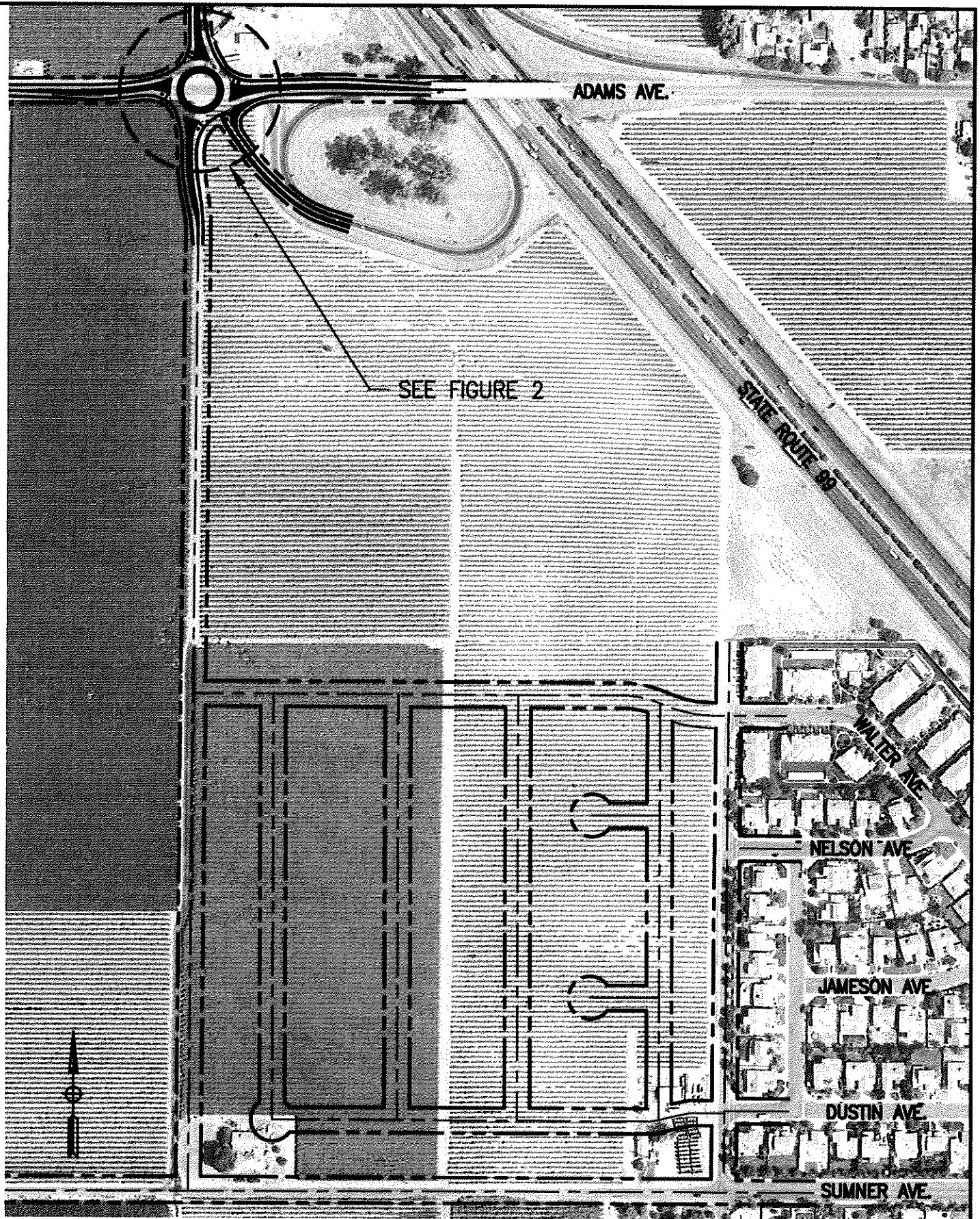
There has been an increase in recent development activity in the vicinity of the Adams Avenue / State Route 99 interchange in northwest Fowler. Staff has determined that a new road connection near the existing southbound off-ramp is needed to support additional development and to provide circulation within the areas of Fowler bounded by Sumner Avenue, Clovis Avenue, Adams Avenue and State Route 99. Staff has met with Caltrans and explored very preliminary alternatives for circulation improvements at the interchange.

One alternative is to construct a roundabout at the southbound off-ramp intersection with Adams Avenue. The roundabout alternative will provide for an additional leg which can be available to serve a new road connection extending southerly into the City.

Another alternative was identified in the SW Area Traffic Impact Study approved by the Council in 2015. The report identified a potential combination type L-8/L-9 interchange as shown in the attached exhibit.

The next step in developing alternatives would be to prepare an interchange and freeway corridor study on State Route 99 between Clovis Avenue and Merced Street as directed by Caltrans. Staff is requesting Council direction regarding circulation strategies at the State Route 99 / Adams Avenue interchange.

Attachments: Interchange alternative exhibits



CITY OF FOLWER  
ADAMS AVENUES/SR-99  
CIRCULATION STUDY

SCALE: 1" = 300'

PETERS ENGINEERING GROUP



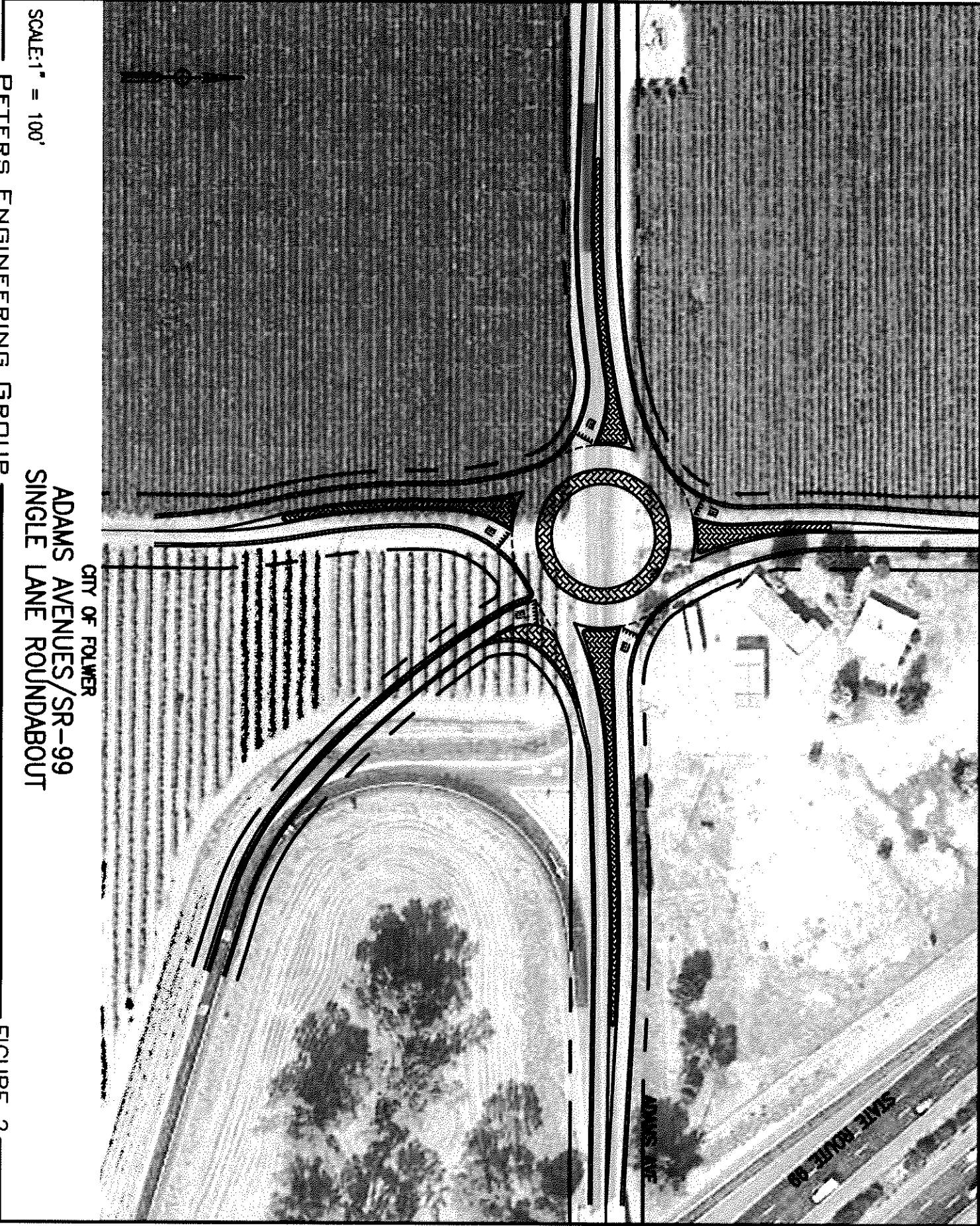
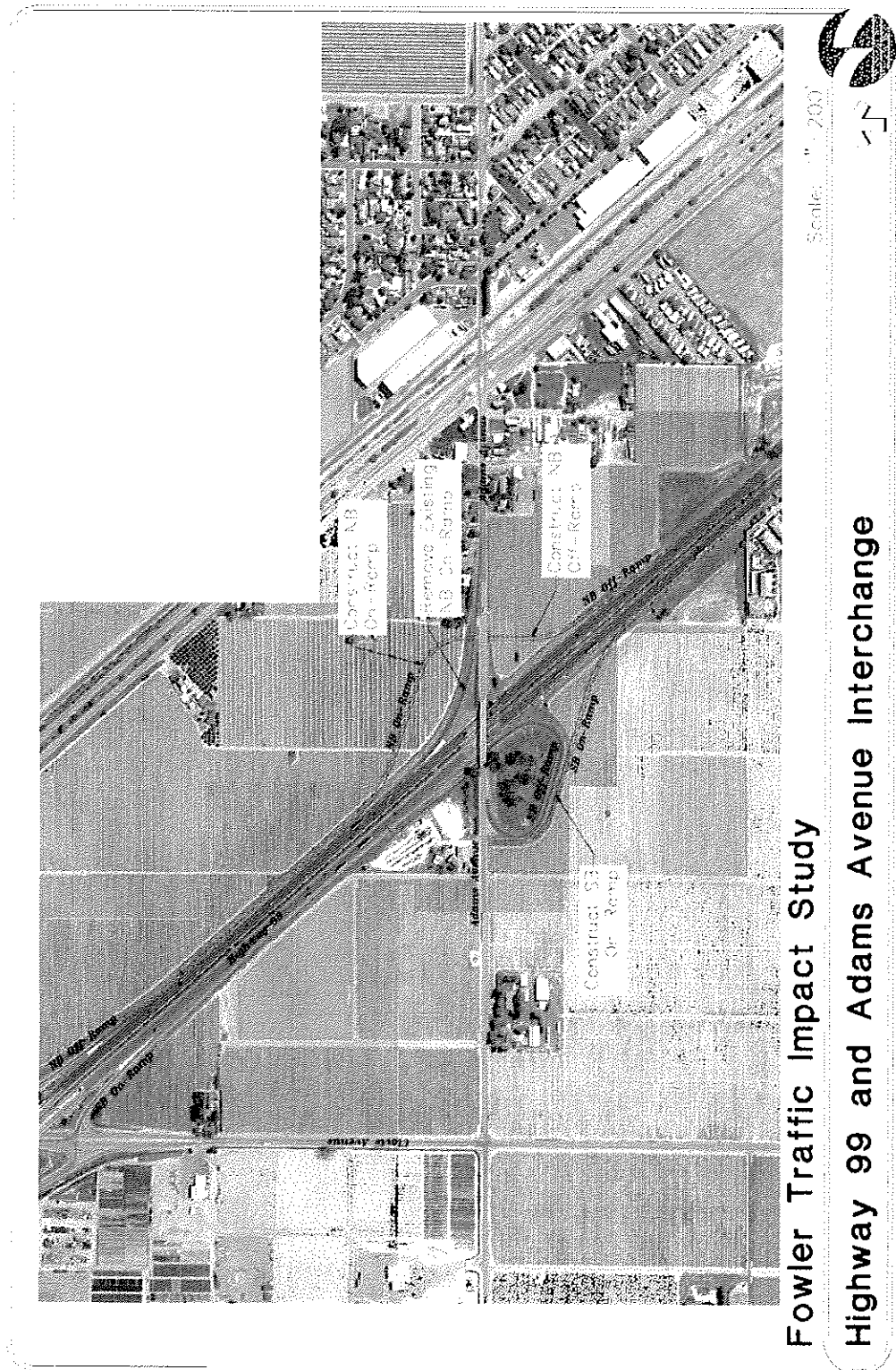


Figure 12 – Adams Avenue/State Route 99 Interchange Concept



Fowler Traffic Impact Study

Highway 99 and Adams Avenue Interchange



**RESOLUTION NO. 2481**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FOWLER  
EXTENDING THE TEMPORARY OUTDOOR BUSINESS OPERATIONS  
ASSISTANCE PROGRAM FOR RESTAURANTS, RETAIL BUSINESSES, AND  
SERVICE BUSINESSES IN THE CITY**

**WHEREAS**, the City Council of the City of Fowler declared a local emergency on March 17, 2020, with the approval of Resolution No. 2461, as a result of the threatened spread of COVID-19 in the City, surrounding areas, and the state; and

**WHEREAS**, the Governor's adopted Executive Order N-33-20 on March 19, 2020, which ordered a Statewide stay at home/stay in place order ("Stay at Home Order") to address the threatened spread of COVID-19, allowing only essential businesses to remain open; and

**WHEREAS**, to address the needs of various businesses in the City which were forced to close, cease or limit indoor operations, and/or operate at decreased capacities to accommodate required physical separation (social distancing) and other requirements of the various state and county orders actions, the City, with the approval of Resolution Nos. 2470 and 2474, approved a temporary permit program for certain businesses operating in the City to seek a temporary permit to conduct business operations and perform services outdoors, subject to certain requirements; and

**WHEREAS**, in connection with the temporary permit program, the City approved Resolution No. 2475 approving a temporary Outdoor Business Operations Assistance Program ("Program"), funded with \$10,000 of 2020 Coronavirus Relief funds, which funding was available to eligible businesses in the City for a limited period of time; and

**WHEREAS**, the Program funding was not fully utilized and the eligibility period has expired under the original Program, and the City desires to extend the eligibility period of the Program but reduce the available Program funding to allow eligible businesses to continue to seek the funding assistance under the Program; and

**WHEREAS**, the City expended funds to make certain outdoor seating and related improvements along Merced Street in the City's downtown which are utilized by four businesses and alleviated the need for those four businesses to participate in the Program, and as such, the City finds that those four businesses which utilize the outdoor seating areas installed by the City should be ineligible under the Program.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF FOWLER  
RESOLVES AS FOLLOWS:**

1. The temporary Outdoor Business Operations Assistance Program approved by Resolution No. 2475 shall remain in effect until March 1, 2021, unless modified or rescinded by subsequent resolution of the City Council, and the Program is hereby modified as follows:

(a) The funding available under the Program is reduced from \$10,000.00 to \$5,000.00.

(b) The Program shall be administered as a reimbursement program, and the eligible Business Establishment must submit proof that the eligible items were purchased between June 17, 2020 and March 1, 2021.

(c) All applications/requests for reimbursement under the Program must be received by the City no later than March 15, 2021 to be considered.

(d) The following four businesses located along Merced Street in the City are ineligible under the Program: Fowler Donuts, Kebab Grill, Chinese Restaurant, and Ana's Restaurant.

2. All other Program requirements shall remain as established with the approval of Resolution No. 2475 and as described therein, unless modified or rescinded by subsequent resolution of the City Council.

The foregoing resolution of the City Council of the City of Fowler was duly and regularly introduced, passed and adopted at a regular meeting of the City Council on November 17, 2020, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

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

ATTEST:

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

## **RESOLUTION NO. 2475**

### **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FOWLER ESTABLISHING A TEMPORARY OUTDOOR BUSINESS OPERATIONS ASSISTANCE PROGRAM FOR RESTAURANTS, RETAIL BUSINESSES, AND SERVICE BUSINESSES IN THE CITY**

**WHEREAS**, there exists a local emergency in the City of Fowler pursuant to Resolution 2461, approved by the City Council on March 17, 2020, where the City declared a local emergency as a result of the threatened spread of COVID-19 in the City, surrounding areas, and the state; and,

**WHEREAS**, on March 19, 2020, with the adoption of Executive Order N-33-20, the Governor ordered a Statewide stay at home/stay in place order ("Stay at Home Order") to address the spread of COVID-19, allowing only essential businesses to remain open; and,

**WHEREAS**, the City is operating under the Governor's Stay at Home Order as supplemented by Fresno County; and,

**WHEREAS**, the Governor and Fresno County have begun the process for allowing restaurants, retail establishments, and other businesses to reopen in the County; and,

**WHEREAS**, under the most recent State and County orders, many businesses that were allowed to open in accordance with State and County guidance that required physical separation (social distancing) and other actions, are now required to cease indoor operations for customers or conduct indoor operations with severe occupancy and other restrictions that limit the number of customers and will result in substantial hardship to the impacted businesses; and

**WHEREAS**, recognizing the limitations on indoor operations faced by some businesses, the City Council approved Resolution No. 2470 on June 16, 2020, approving a temporary permit program for businesses operating in the Form-Based Code Zone District to seek a temporary permit to operate outdoor seating on sidewalks and in alleys; and

**WHEREAS**, recognizing there was a need for further assistance in that restaurants, retail establishments, barber shops, hair salons, and other local service businesses that are prohibited from fully operating and serving customers indoors (hereinafter collectively referred to as "Business Establishments" and individually as a "Business Establishment"), the City Council approved Resolution No. 2474 on August 18, 2020, expanding upon the temporary permit program and authorizing Business Establishments located in the City to seek a temporary permit to conduct business operations and perform services outdoors, subject to certain requirements; and

**WHEREAS**, in connection with the temporary permit program, the City also desires to provide monetary assistance to Business Establishments that obtain a temporary permit and expend money on furniture, equipment and related items in order to locate seating or operate business activities and services outdoors.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF FOWLER  
RESOLVES AS FOLLOWS:**

1. A temporary Outdoor Business Operations Assistance Program is hereby established using the provisions identified below, and shall remain in effect until September 15, 2020, unless modified or rescinded by subsequent resolution of the City Council.
2. This program shall be funded from a \$10,000 allocation from the City General Fund, and covered, to the greatest extent available, by the City's allocation of 2020 Coronavirus Relief funds.
3. Program funds will be distributed on a first come, first served basis until funding is exhausted or replenished with additional allocations approved by the City Council.
4. Only Business Establishments with active and valid business licenses with the City of Fowler are eligible for this program.
5. This program is available only to eligible Business Establishments who obtain a temporary permit from the City pursuant to either Resolution No. 2470 or Resolution No. 2474 and who expend money or incur expenses for the purchase of furniture, equipment and related items in order to locate seating or operate business activities and services outdoors.
6. The program shall be administered as a reimbursement program, and the eligible Business Establishment must submit proof that the eligible items were purchased between June 17, 2020 and September 15, 2020. For example, tables, chairs, umbrellas, misters, heaters, and similar items or equipment may be eligible. However, items or equipment purchased before June 17, 2020, are not eligible for reimbursement; and moving existing tables, chairs, and other items or equipment outdoors to operate or perform services outdoors will not be eligible for reimbursement.
7. The eligible Business Establishment will receive reimbursement from available program funds for eligible items purchased and used for outdoor seating or outdoor business operations and services. Reimbursement to a Business Establishment may not exceed Five Hundred Dollars (\$500.00).
8. The City Manager is authorized to implement this program and determine the eligibility of any Business Establishment, including promulgation of program rules not enumerated in this resolution.
9. All applications/requests for reimbursement must be received by the City no later than September 30, 2020 to be considered.
10. A report on program utilization, including number of requests received and processed and amount disbursed, will be provided to the City Council in October 2020.

\*\*\*\*\*

The foregoing resolution of the City Council of the City of Fowler was duly and regularly introduced, passed and adopted at a regular meeting of the City Council on August 18, 2020, by the following vote:

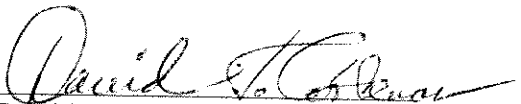
AYES: Cardenas, Hammer, Parra, Rodriquez, & Kazarian

NOES: None

ABSENT: None

ABSTAIN: None

APPROVED:

  
David Cardenas, Mayor

ATTEST:

  
Jeannie Davis, City Clerk

CITY OF FOWLER  
WARRANTS LIST  
November 17, 2020

<u>ACCOUNTS PAYABLE CHECKS</u>	<u>CHECK NUMBERS</u>	<u>CHECK DATES</u>	<u>AMOUNT</u>
Regular checks	37033-37170	Oct 21 thru Nov 13	\$ 375,582.19
Fire Station checks	1033	November 13, 2020	\$ 900.00
TOTAL ACCOUNTS PAYABLE CHECKS			<u>\$ 376,482.19</u>
<u>PAYROLL COSTS</u>			
Second October Bi-Monthly Payroll		October 31, 2020	80,760.29
First November Bi-Monthly Payroll		November 15, 2020	139,113.63
TOTAL PAYROLL COSTS			<u>\$ 219,873.92</u>
TOTAL CASH DISBURSEMENTS			<u>\$ 596,356.11</u>

ITEM

SELECTION CRITERIA: transact.check\_no between '37033' and '37170'  
ACCOUNTING PERIOD: 5/21

## FUND - 100 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DEPT	ACCTNT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1001	37033	10/21/20	14328	ANNA'S RESTAURANT	6700	5105	SENIOR LUNCHES	0.00	456.00
1001	37035	10/21/20	11018	HOME DEPOT CREDIT S	6130	5715	SUPPLIES	0.00	1,938.47
1001	37035	10/21/20	11018	HOME DEPOT CREDIT S	6200	5111	SUPPLIES	0.00	657.64
1001	37035	10/21/20	11018	HOME DEPOT CREDIT S	6200	5111	SUPPLIES	0.00	402.29
1001	37035	10/21/20	11018	HOME DEPOT CREDIT S	6200	5121	SUPPLIES	0.00	326.67
1001	37035	10/21/20	11018	HOME DEPOT CREDIT S	6200	5111	SUPPLIES	0.00	315.64
1001	37035	10/21/20	11018	HOME DEPOT CREDIT S	6200	5111	SUPPLIES	0.00	218.95
1001	37035	10/21/20	11018	HOME DEPOT CREDIT S	6200	5111	SUPPLIES	0.00	171.12
1001	37035	10/21/20	11018	HOME DEPOT CREDIT S	6200	5111	SUPPLIES	0.00	161.58
1001	37035	10/21/20	11018	HOME DEPOT CREDIT S	6200	5111	SUPPLIES	0.00	155.39
1001	37035	10/21/20	11018	HOME DEPOT CREDIT S	6200	5111	SUPPLIES	0.00	103.75
1001	37035	10/21/20	11018	HOME DEPOT CREDIT S	6200	5111	SUPPLIES	0.00	93.17
1001	37035	10/21/20	11018	HOME DEPOT CREDIT S	6200	5111	SUPPLIES	0.00	60.97
1001	37035	10/21/20	11018	HOME DEPOT CREDIT S	6200	5121	SUPPLIES	0.00	58.25
1001	37035	10/21/20	11018	HOME DEPOT CREDIT S	6200	5111	SUPPLIES	0.00	54.89
1001	37035	10/21/20	11018	HOME DEPOT CREDIT S	6200	5111	SUPPLIES	0.00	50.39
1001	37035	10/21/20	11018	HOME DEPOT CREDIT S	6200	5111	SUPPLIES	0.00	43.46
1001	37035	10/21/20	11018	HOME DEPOT CREDIT S	6130	5121	SUPPLIES	0.00	23.14
1001	37035	10/21/20	11018	HOME DEPOT CREDIT S	6200	5121	SUPPLIES	0.00	22.29
TOTAL	CHECK							0.00	4,858.06
1001	37036	10/21/20	10149	ICMA-RC 457 PLAN 3 100		2043	EMPLOYEE DEDUCTION	0.00	1,280.00
1001	37037	10/21/20	14111	KIMBALL MIDWEST	6200	5121	SUPPLIES	0.00	651.15
1001	37038	10/21/20	10237	P G & E - SACRAMENT	6200	5170	UTILITIES	0.00	124.03
1001	37038	10/21/20	10237	P G & E - SACRAMENT	6200	5170	UTILITIES	0.00	10.55
1001	37038	10/21/20	10237	P G & E - SACRAMENT	6200	5170	UTILITIES	0.00	11.50
1001	37038	10/21/20	10237	P G & E - SACRAMENT	6200	5170	UTILITIES	0.00	78.85
1001	37038	10/21/20	10237	P G & E - SACRAMENT	6130	5170	UTILITIES	0.00	118.60
1001	37038	10/21/20	10237	P G & E - SACRAMENT	6200	5170	UTILITIES	0.00	245.85
1001	37038	10/21/20	10237	P G & E - SACRAMENT	6200	5170	UTILITIES	0.00	251.79
1001	37038	10/21/20	10237	P G & E - SACRAMENT	6130	5170	UTILITIES	0.00	425.60
TOTAL	CHECK							0.00	1,266.77
1001	37041	10/26/20	14328	ANNA'S RESTAURANT	6700	5105	SENIOR MEALS	0.00	480.00
1001	37042	10/26/20	14322	DEVIKA INC DBA DENN	6700	5105	SENIOR MEALS	0.00	480.00
1001	37043	10/26/20	14351	FRANK FLORES	6400	5110	DJ TRUNK OR TREAT	0.00	100.00
1001	37044	10/26/20	11862	YVONNE HERNANDEZ	6700	5205	REIMBURSEMENT	0.00	208.58
1001	37045	10/26/20	14350	JONAS ANDERSON	6400	5110	TRUNK OR TREAT CHRC	0.00	200.00
1001	37046	10/26/20	13187	SECOND CHANCE ANIMA	6270	5220	SERVICES	0.00	1,000.00
1001	37047	10/29/20	10064	COLONIAL LIFE INSUR	100	2042	EMPLOYEE DEDUCTION	0.00	120.54
1001	37047	10/29/20	10064	COLONIAL LIFE INSUR	100	2044	EMPLOYEE DEDUCTION	0.00	183.36
TOTAL	CHECK							0.00	303.90

SUPERION  
DATE: 11/13/2020  
TIME: 16:31:02

CITY OF FOWLER  
CHECK REGISTER - BY FUND

PAGE NUMBER: 2  
ACCTPA21

SELECTION CRITERIA: transact.check\_no between '37033' and '37170'  
ACCOUNTING PERIOD: 5/21

FUND - 100 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DEPT	ACCT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1001	37048	10/29/20	10104	FPOA	100	2045	EMPLOYEE DEDUCTION	0.00	475.00
1001	37049	10/29/20	10149	ICMA-RC	457 PLAN 3 100	2043	EMPLOYEE DEDUCTION	0.00	565.00
1001	37050	10/29/20	13948	RANDY UYEDA	6120	5175	PETTY CASH	0.00	7.75
1001	37050	10/29/20	13948	RANDY UYEDA	6020	5260	PETTY CASH	0.00	8.00
1001	37050	10/29/20	13948	RANDY UYEDA	6020	5205	PETTY CASH	0.00	12.00
1001	37050	10/29/20	13948	RANDY UYEDA	6010	5100	PETTY CASH	0.00	14.16
1001	37050	10/29/20	13948	RANDY UYEDA	6010	5105	PETTY CASH	0.00	23.11
1001	37050	10/29/20	13948	RANDY UYEDA	6020	5220	PETTY CASH	0.00	30.00
1001	37050	10/29/20	13948	RANDY UYEDA	6270	5121	PETTY CASH	0.00	77.75
1001	37050	10/29/20	13948	RANDY UYEDA	6270	5121	PETTY CASH	0.00	172.77
TOTAL CHECK									
1001	37051	10/29/20	13647	SUN LIFE FINANCIAL	6150	5084	EMPLOYEE BENEFITS	0.00	33.18
1001	37051	10/29/20	13647	SUN LIFE FINANCIAL	6400	5084	EMPLOYEE BENEFITS	0.00	33.18
1001	37051	10/29/20	13647	SUN LIFE FINANCIAL	6700	5084	EMPLOYEE BENEFITS	0.00	33.18
1001	37051	10/29/20	13647	SUN LIFE FINANCIAL	6030	5084	EMPLOYEE BENEFITS	0.00	100.90
1001	37051	10/29/20	13647	SUN LIFE FINANCIAL	6160	5084	EMPLOYEE BENEFITS	0.00	127.88
1001	37051	10/29/20	13647	SUN LIFE FINANCIAL	6020	5084	EMPLOYEE BENEFITS	0.00	139.67
1001	37051	10/29/20	13647	SUN LIFE FINANCIAL	6200	5084	EMPLOYEE BENEFITS	0.00	434.64
1001	37051	10/29/20	13647	SUN LIFE FINANCIAL	6120	5084	EMPLOYEE BENEFITS	0.00	703.38
1001	37051	10/29/20	13647	SUN LIFE FINANCIAL	100	5084	EMPLOYEE BENEFITS	0.00	1,270.65
1001	37051	10/29/20	13647	SUN LIFE FINANCIAL	100	2046	EMPLOYEE BENEFITS	0.00	2,876.66
TOTAL CHECK									
1001	37052	10/29/20	11335	VISION SERVICE PLAN	6700	5084	EMPLOYEE BENEFITS	0.00	9.85
1001	37052	10/29/20	11335	VISION SERVICE PLAN	6025	5084	EMPLOYEE BENEFITS	0.00	10.83
1001	37052	10/29/20	11335	VISION SERVICE PLAN	6160	5084	EMPLOYEE BENEFITS	0.00	19.70
1001	37052	10/29/20	11335	VISION SERVICE PLAN	6020	5084	EMPLOYEE BENEFITS	0.00	20.68
1001	37052	10/29/20	11335	VISION SERVICE PLAN	6030	5084	EMPLOYEE BENEFITS	0.00	23.62
1001	37052	10/29/20	11335	VISION SERVICE PLAN	6200	5084	EMPLOYEE BENEFITS	0.00	127.99
1001	37052	10/29/20	11335	VISION SERVICE PLAN	6120	5084	EMPLOYEE BENEFITS	0.00	196.91
1001	37052	10/29/20	11335	VISION SERVICE PLAN	100	2048	EMPLOYEE BENEFITS	0.00	255.79
1001	37052	10/29/20	11335	VISION SERVICE PLAN	6400	5084	EMPLOYEE BENEFITS	0.00	9.85
1001	37052	10/29/20	11335	VISION SERVICE PLAN	6400	5084	EMPLOYEE BENEFITS	0.00	675.22
TOTAL CHECK									
1001	37053	10/29/20	10346	ZOOM IMAGING SOLUTI	6020	5220	REPLACE CHK #36576	0.00	315.70
1001	37054	11/06/20	11689	A & C TIRE SERVICE	6270	5220	DOG TRAILER TIRE	0.00	15.00
1001	37055	11/06/20	14306	ACCOUNTTEMPS	6030	5621	SERVICES	0.00	719.82
1001	37055	11/06/20	14306	ACCOUNTTEMPS	6030	5621	SERVICES	0.00	939.76
TOTAL CHECK									1,679.58
1001	37056	11/06/20	10995	ADT SECURITY SERVIC	6700	5160	SERVICES	0.00	171.07
1001	37057	11/06/20	12194	AG WEST DISTRIBUTIN	6200	5121	SUPPLIES	0.00	77.98
1001	37058	11/06/20	10007	ALERT-O-LITE, INC	6130	5715	SUPPLIES	0.00	948.03
1001	37059	11/06/20	10549	AT&T MOBILITY	6120	5160	SERVICES	0.00	314.22
1001	37062	11/06/20	12489	BATTERY SYSTEMS INC	6120	5205	AUTO MAINTENANCE	0.00	136.00



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CITY OF FOWLER  
CHECK REGISTER - BY FUND

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ACCTPA21

SELECTION CRITERIA: transact.check\_no between '37033' and '37170'  
ACCOUNTING PERIOD: 5/21

FUND - 100 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DEPT	ACCNT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1001	37063	11/06/20	11158	BEST UNIFORMS	6120	5715	BALLISTIC VEST JUST	0.00	944.78
1001	37064	11/06/20	10022	BORCHARDT, CORONA & 6030		5220	FINAL 2018 AUDIT FE	0.00	4,320.40
1001	37066	11/06/20	11291	THE BUSINESS JOURNA 6025		5150	PUBLICATIONS	0.00	141.00
1001	37068	11/06/20	14343	CARNICERIA Y TACQUE 6700		5105	SENIOR MEALS	0.00	960.00
1001	37069	11/06/20	10045	CASCADE FIRE EQUIPM 6130		5715	SUPPLIES	0.00	246.18
1001	37071	11/06/20	11163	COOK'S COMMUNICATIO 6130		5205	RADIO UPGRADE	0.00	1,908.65
1001	37071	11/06/20	11163	COOK'S COMMUNICATIO 6130		5205	EMR LIGHTS PATROL U	0.00	1,959.75
TOTAL CHECK									3,868.40
1001	37072	11/06/20	14188	DATA TICKET	6120	5220	DAILY CITATION	0.00	186.00
1001	37074	11/06/20	10792	FASTENAL COMPANY	6130	5121	SUPPLIES	0.00	135.48
1001	37074	11/06/20	10792	FASTENAL COMPANY	6200	5121	SUPPLIES	0.00	106.06
TOTAL CHECK									241.54
1001	37076	11/06/20	12621	FIRE ENGINEERING	6130	5250	MEMBERSHIP DUES	0.00	76.00
1001	37078	11/06/20	14245	FOWLER ACE HARDWARE 6200		5121	CREDIT	0.00	-15.25
1001	37078	11/06/20	14245	FOWLER ACE HARDWARE 6200		5121	SUPPLIES	0.00	8.70
1001	37078	11/06/20	14245	FOWLER ACE HARDWARE 6200		5121	SUPPLIES	0.00	11.25
1001	37078	11/06/20	14245	FOWLER ACE HARDWARE 6200		5121	SUPPLIES	0.00	11.73
1001	37078	11/06/20	14245	FOWLER ACE HARDWARE 6200		5121	SUPPLIES	0.00	11.97
1001	37078	11/06/20	14245	FOWLER ACE HARDWARE 6200		5121	SUPPLIES	0.00	12.18
1001	37078	11/06/20	14245	FOWLER ACE HARDWARE 6200		5121	SUPPLIES	0.00	12.18
1001	37078	11/06/20	14245	FOWLER ACE HARDWARE 6200		5121	SUPPLIES	0.00	12.18
1001	37078	11/06/20	14245	FOWLER ACE HARDWARE 6200		5121	SUPPLIES	0.00	14.03
1001	37078	11/06/20	14245	FOWLER ACE HARDWARE 6200		5121	SUPPLIES	0.00	14.14
1001	37078	11/06/20	14245	FOWLER ACE HARDWARE 6200		5121	SUPPLIES	0.00	14.16
1001	37078	11/06/20	14245	FOWLER ACE HARDWARE 6200		5121	SUPPLIES	0.00	14.31
1001	37078	11/06/20	14245	FOWLER ACE HARDWARE 6200		5121	SUPPLIES	0.00	14.46
1001	37078	11/06/20	14245	FOWLER ACE HARDWARE 6200		5121	SUPPLIES	0.00	15.25
1001	37078	11/06/20	14245	FOWLER ACE HARDWARE 6200		5121	SUPPLIES	0.00	15.25
1001	37078	11/06/20	14245	FOWLER ACE HARDWARE 6200		5121	SUPPLIES	0.00	15.88
1001	37078	11/06/20	14245	FOWLER ACE HARDWARE 6200		5121	SUPPLIES	0.00	15.96
1001	37078	11/06/20	14245	FOWLER ACE HARDWARE 6200		5121	SUPPLIES	0.00	17.43
1001	37078	11/06/20	14245	FOWLER ACE HARDWARE 6200		5121	SUPPLIES	0.00	18.51
1001	37078	11/06/20	14245	FOWLER ACE HARDWARE 6200		5121	SUPPLIES	0.00	19.60
1001	37078	11/06/20	14245	FOWLER ACE HARDWARE 6200		5121	SUPPLIES	0.00	21.78
1001	37078	11/06/20	14245	FOWLER ACE HARDWARE 6200		5121	SUPPLIES	0.00	22.86
1001	37078	11/06/20	14245	FOWLER ACE HARDWARE 6200		5121	SUPPLIES	0.00	33.76
1001	37078	11/06/20	14245	FOWLER ACE HARDWARE 6200		5121	SUPPLIES	0.00	2.94
1001	37078	11/06/20	14245	FOWLER ACE HARDWARE 6200		5121	SUPPLIES	0.00	3.03
1001	37078	11/06/20	14245	FOWLER ACE HARDWARE 6200		5121	SUPPLIES	0.00	3.04
1001	37078	11/06/20	14245	FOWLER ACE HARDWARE 6200		5121	SUPPLIES	0.00	4.36
1001	37078	11/06/20	14245	FOWLER ACE HARDWARE 6200		5121	SUPPLIES	0.00	4.89
1001	37078	11/06/20	14245	FOWLER ACE HARDWARE 6200		5121	SUPPLIES	0.00	5.44

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CITY OF FOWLER  
CHECK REGISTER - BY FUND

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ACCTPAZ1

SELECTION CRITERIA: transact.check\_no between '37033' and '37170'  
ACCOUNTING PERIOD: 5/21

FUND - 100 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DEPT	ACCNT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1001	37078	11/06/20	14245	FOWLER ACE HARDWARE	6200	5121	SUPPLIES	0.00	5.45
1001	37078	11/06/20	14245	FOWLER ACE HARDWARE	6200	5121	SUPPLIES	0.00	7.89
TOTAL CHECK								0.00	369.36
1001	37079	11/06/20	14246	FOWLER ACE HARDWARE	6020	5121	SUPPLIES	0.00	2.81
1001	37079	11/06/20	14246	FOWLER ACE HARDWARE	6020	5121	SUPPLIES	0.00	17.43
1001	37079	11/06/20	14246	FOWLER ACE HARDWARE	6020	5121	SUPPLIES	0.00	18.50
1001	37079	11/06/20	14246	FOWLER ACE HARDWARE	6020	5121	SUPPLIES	0.00	18.51
TOTAL CHECK								0.00	57.25
1001	37081	11/06/20	14248	FOWLER ACE HARDWARE	6130	5121	SUPPLIES	0.00	11.98
1001	37081	11/06/20	14248	FOWLER ACE HARDWARE	6130	5121	SUPPLIES	0.00	18.99
1001	37081	11/06/20	14248	FOWLER ACE HARDWARE	6130	5121	CREDIT	0.00	-1.85
TOTAL CHECK								0.00	29.12
1001	37082	11/06/20	14249	FOWLER ACE HARDWARE	6260	5121	SUPPLIES	0.00	1.17
1001	37082	11/06/20	14249	FOWLER ACE HARDWARE	6260	5121	SUPPLIES	0.00	3.44
1001	37082	11/06/20	14249	FOWLER ACE HARDWARE	6260	5121	SUPPLIES	0.00	6.94
1001	37082	11/06/20	14249	FOWLER ACE HARDWARE	6260	5121	SUPPLIES	0.00	24.64
TOTAL CHECK								0.00	36.19
1001	37083	11/06/20	10488	FOWLER UNIFIED SCHO	6120	5210	FUEL	0.00	7,614.08
1001	37085	11/06/20	10141	H & H TIRE SERVICES	6120	5205	AUTO MAINTENANCE	0.00	120.00
1001	37087	11/06/20	11862	YVONNE HERNANDEZ	6700	5260	MILEAGE	0.00	94.87
1001	37088	11/06/20	10145	HINDERLITER, DELLAM	6030	5621	TAX AUDIT SERV	0.00	300.00
1001	37090	11/06/20	11142	JOCYS RESTAURANT	6700	5105	SENIOR MEALS	0.00	480.00
1001	37090	11/06/20	11142	JOCYS RESTAURANT	6700	5105	SENIOR MEALS	0.00	480.00
1001	37090	11/06/20	11142	JOCYS RESTAURANT	6700	5105	SENIOR MEALS	0.00	480.00
TOTAL CHECK								0.00	1,440.00
1001	37093	11/06/20	10203	MID VALLEY PACKAGIN	6020	5100	SUPPLIES	0.00	111.75
1001	37093	11/06/20	10203	MID VALLEY PACKAGIN	6020	5121	SUPPLIES	0.00	156.90
TOTAL CHECK								0.00	268.65
1001	37096	11/06/20	11653	MUNICIPAL CODE CORP	6025	5220	PUBLICATION	0.00	500.00
1001	37096	11/06/20	11653	MUNICIPAL CODE CORP	6025	5220	PUBLICATIONS	0.00	722.00
TOTAL CHECK								0.00	1,222.00
1001	37098	11/06/20	12060	PETERS ENGINEERING	100	2060	TRACT 6027	0.00	85.80
1001	37098	11/06/20	12060	PETERS ENGINEERING	100	2082	MAXCO	0.00	330.00
1001	37098	11/06/20	12060	PETERS ENGINEERING	100	2060	BUFORD TRUCK	0.00	480.00
1001	37098	11/06/20	12060	PETERS ENGINEERING	100	2060	TRACT 5834	0.00	719.08
1001	37098	11/06/20	12060	PETERS ENGINEERING	100	2082	MACO	0.00	2,313.78
1001	37098	11/06/20	12060	PETERS ENGINEERING	100	2060	TRACT 6259	0.00	3,461.26
1001	37098	11/06/20	12060	PETERS ENGINEERING	100	2060	TRACT 6274	0.00	3,785.00
1001	37098	11/06/20	12060	PETERS ENGINEERING	6150	5510	ENCRCHMNT PERMT RVW	0.00	5,633.84
1001	37098	11/06/20	12060	PETERS ENGINEERING	6150	5510	SERVICES	0.00	6,904.05
1001	37098	11/06/20	12060	PETERS ENGINEERING	6150	5510	SERVICES	0.00	1,500.00

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ACCOUNTING PERIOD: 5/21

FUND - 100 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DEPT	ACCNT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1001	37098	11/06/20	12060	PETERS ENGINEERING	100	2060	TTM 6188	0.00	1,530.00
1001	37098	11/06/20	12060	PETERS ENGINEERING	100	2060	MARABELLA	0.00	1,080.00
1001	37098	11/06/20	12060	PETERS ENGINEERING	100	2060	CUP 18-04 JIB	0.00	1,217.50
TOTAL CHECK									29,060.31
1001	37099	11/06/20	14102	PICK EM UP TRUCK ST	6200	5205	AUTO MAINTENANCE	0.00	173.95
1001	37100	11/06/20	13655	PROVOST & PRITCHARD	100	2060	TRACT 6274	0.00	161.70
1001	37100	11/06/20	13655	PROVOST & PRITCHARD	6150	5520	LLA 20-02	0.00	220.50
1001	37100	11/06/20	13655	PROVOST & PRITCHARD	100	2060	SPR THREE CROWNS	0.00	244.00
1001	37100	11/06/20	13655	PROVOST & PRITCHARD	100	2060	BAJWA CUP 19-02	0.00	547.00
1001	37100	11/06/20	13655	PROVOST & PRITCHARD	6150	5520	ADU EDGR GMZ 414 S	0.00	553.20
1001	37100	11/06/20	13655	PROVOST & PRITCHARD	6150	5520	RAJ SINGH ADU	0.00	649.00
1001	37100	11/06/20	13655	PROVOST & PRITCHARD	100	2060	SPR 19-03 JAG	0.00	1,472.10
1001	37100	11/06/20	13655	PROVOST & PRITCHARD	6150	5520	SERVICES	0.00	8,155.00
1001	37100	11/06/20	13655	PROVOST & PRITCHARD	6150	5520	SERVICES	0.00	10,886.65
TOTAL CHECK									22,889.15
1001	37101	11/06/20	10249	QUILL	6120	5100	SUPPLIES	0.00	14.16
1001	37101	11/06/20	10249	QUILL	6020	5100	SUPPLIES	0.00	17.31
1001	37101	11/06/20	10249	QUILL	6020	5111	SUPPLIES	0.00	18.93
1001	37101	11/06/20	10249	QUILL	6030	5100	SUPPLIES	0.00	18.93
1001	37101	11/06/20	10249	QUILL	6120	5100	SUPPLIES	0.00	25.05
1001	37101	11/06/20	10249	QUILL	6200	5185	SUPPLIES	0.00	37.04
1001	37101	11/06/20	10249	QUILL	6020	5100	SUPPLIES	0.00	41.40
1001	37101	11/06/20	10249	QUILL	6030	5100	SUPPLIES	0.00	65.08
1001	37101	11/06/20	10249	QUILL	6130	5100	SUPPLIES	0.00	67.52
1001	37101	11/06/20	10249	QUILL	6200	5100	SUPPLIES	0.00	76.14
1001	37101	11/06/20	10249	QUILL	6200	5100	SUPPLIES	0.00	84.43
1001	37101	11/06/20	10249	QUILL	6020	5100	SUPPLIES	0.00	117.54
1001	37101	11/06/20	10249	QUILL	6020	5100	SUPPLIES	0.00	167.97
1001	37101	11/06/20	10249	QUILL	6120	5100	SUPPLIES	0.00	269.11
1001	37101	11/06/20	10249	QUILL	6120	5100	SUPPLIES	0.00	400.23
1001	37101	11/06/20	10249	QUILL	6030	5100	SUPPLIES	0.00	8.71
1001	37101	11/06/20	10249	QUILL	6020	5100	SUPPLIES	0.00	10.89
TOTAL CHECK									1,440.44
1001	37102	11/06/20	10251	R & R AUTO REPAIR S	6120	5205	AUTO MAINTENANCE	0.00	47.10
1001	37102	11/06/20	10251	R & R AUTO REPAIR S	6200	5205	AUTO MAINTENANCE	0.00	135.00
1001	37102	11/06/20	10251	R & R AUTO REPAIR S	6120	5205	AUTO MAINTENANCE	0.00	248.27
1001	37102	11/06/20	10251	R & R AUTO REPAIR S	6120	5205	AUTO MAINTENANCE	0.00	686.06
TOTAL CHECK									1,116.43
1001	37103	11/06/20	11195	ROBERT V JENSEN INC	6160	5210	FUEL	0.00	11.82
1001	37103	11/06/20	11195	ROBERT V JENSEN INC	6130	5210	FUEL	0.00	32.32
1001	37103	11/06/20	11195	ROBERT V JENSEN INC	6130	5210	FUEL	0.00	43.50
1001	37103	11/06/20	11195	ROBERT V JENSEN INC	6160	5210	FUEL	0.00	50.66
1001	37103	11/06/20	11195	ROBERT V JENSEN INC	6130	5210	FUEL	0.00	64.85
1001	37103	11/06/20	11195	ROBERT V JENSEN INC	6200	5210	FUEL	0.00	98.16
1001	37103	11/06/20	11195	ROBERT V JENSEN INC	6200	5210	FUEL	0.00	101.28
1001	37103	11/06/20	11195	ROBERT V JENSEN INC	6260	5210	FUEL	0.00	137.65
1001	37103	11/06/20	11195	ROBERT V JENSEN INC	6200	5210	FUEL	0.00	158.32

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FUND - 100 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DEPT	ACCNT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1001	37103	11/06/20	11195	ROBERT V JENSEN INC	6260	5210	FUEL	0.00	158.88
1001	37103	11/06/20	11195	ROBERT V JENSEN INC	6200	5210	FUEL	0.00	160.35
1001	37103	11/06/20	11195	ROBERT V JENSEN INC	6260	5210	FUEL	0.00	162.28
TOTAL	CHECK							0.00	1,180.07
1001	37104	11/06/20	13187	SECOND CHANCE ANIMA	6270	5220	SERVICES	0.00	1,000.00
1001	37106	11/06/20	10518	SIGNMAX!	6260	5121	SUPPLIES	0.00	6.48
1001	37106	11/06/20	10518	SIGNMAX!	6200	5195	SUPPLIES	0.00	12.91
1001	37106	11/06/20	10518	SIGNMAX!	6200	5195	SUPPLIES	0.00	209.21
TOTAL	CHECK							0.00	228.60
1001	37109	11/06/20	14145	SUPERION, LLC.	6030	5230	ANNUAL MAIN FEE	0.00	16,161.07
1001	37111	11/06/20	14007	TIRE HUB	6120	5205	TIRES	0.00	751.51
1001	37111	11/06/20	14007	TIRE HUB	6120	5205	TIRES	0.00	874.60
TOTAL	CHECK							0.00	1,626.11
1001	37112	11/06/20	10325	TULARE COUNTY JAIL	6010	5121	SERVICE PLAQUES	0.00	161.63
1001	37113	11/06/20	13543	UNIFIRST CORPORATIO	6700	5185	SUPPLIES	0.00	30.58
1001	37113	11/06/20	13543	UNIFIRST CORPORATIO	6700	5185	SUPPLIES	0.00	31.58
1001	37113	11/06/20	13543	UNIFIRST CORPORATIO	6020	5185	SUPPLIES	0.00	35.38
1001	37113	11/06/20	13543	UNIFIRST CORPORATIO	6020	5185	SUPPLIES	0.00	35.38
1001	37113	11/06/20	13543	UNIFIRST CORPORATIO	6020	5185	SUPPLIES	0.00	35.38
1001	37113	11/06/20	13543	UNIFIRST CORPORATIO	6020	5185	SUPPLIES	0.00	35.38
1001	37113	11/06/20	13543	UNIFIRST CORPORATIO	6260	5185	SUPPLIES	0.00	158.50
1001	37113	11/06/20	13543	UNIFIRST CORPORATIO	6260	5185	SUPPLIES	0.00	159.00
1001	37113	11/06/20	13543	UNIFIRST CORPORATIO	6260	5185	SUPPLIES	0.00	159.00
1001	37113	11/06/20	13543	UNIFIRST CORPORATIO	6200	5111	SUPPLIES	0.00	392.31
TOTAL	CHECK							0.00	1,072.49
1001	37115	11/06/20	10725	VERIZON WIRELESS	6020	5160	SERVICES	0.00	21.60
1001	37115	11/06/20	10725	VERIZON WIRELESS	6120	5160	SERVICES	0.00	1,172.36
TOTAL	CHECK							0.00	1,193.96
1001	37116	11/06/20	14290	XEROX FINANCIAL SER	6150	5182	COPIER LEASE	0.00	82.21
1001	37116	11/06/20	14290	XEROX FINANCIAL SER	6160	5182	COPIER LEASE	0.00	82.21
1001	37116	11/06/20	14290	XEROX FINANCIAL SER	6700	5182	COPIER LEASE	0.00	164.41
1001	37116	11/06/20	14290	XEROX FINANCIAL SER	6020	5182	COPIER LEASE	0.00	383.63
1001	37116	11/06/20	14290	XEROX FINANCIAL SER	6120	5182	COPIER LEASE	0.00	383.63
TOTAL	CHECK							0.00	1,096.09
1001	37117	11/13/20	14306	ACCOUNTTEMPS	6030	5621	SERVICES	0.00	959.76
1001	37117	11/13/20	14306	ACCOUNTTEMPS	6030	5621	SERVICES	0.00	1,182.31
TOTAL	CHECK							0.00	2,142.07
1001	37118	11/13/20	14328	ANNA'S RESTAURANT	6700	5105	10/28 & 11/14 MEALS	0.00	960.00
1001	37119	11/13/20	14020	BRYANT L. JOLLEY, C	6030	5220	REISSUE CHK #36675	0.00	3,000.00
1001	37120	11/13/20	13496	KEENAN & ASSOCIATES	6200	5084	EMPLOYEE BENEFITS	0.00	6,735.80

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FUND - 100 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DEPT	ACCNT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1001	37120	11/13/20	13496	KEENAN & ASSOCIATES	6120	5084	EMPLOYEE BENEFITS	0.00	10,682.14
1001	37120	11/13/20	13496	KEENAN & ASSOCIATES	6120	5084	EMPLOYEE BENEFITS	0.00	350.57
1001	37120	11/13/20	13496	KEENAN & ASSOCIATES	6025	5084	EMPLOYEE BENEFITS	0.00	385.63
1001	37120	11/13/20	13496	KEENAN & ASSOCIATES	6030	5084	EMPLOYEE BENEFITS	0.00	503.06
1001	37120	11/13/20	13496	KEENAN & ASSOCIATES	6400	5084	EMPLOYEE BENEFITS	0.00	718.65
1001	37120	11/13/20	13496	KEENAN & ASSOCIATES	6700	5084	EMPLOYEE BENEFITS	0.00	718.65
1001	37120	11/13/20	13496	KEENAN & ASSOCIATES	6020	5084	EMPLOYEE BENEFITS	0.00	853.64
1001	37120	11/13/20	13496	KEENAN & ASSOCIATES	100	2041	EMPLOYEE BENEFITS	0.00	1,320.00
TOTAL	CHECK							0.00	22,268.14
1001	37121	11/13/20	10194	LOZANO SMITH	100	2082	MAXCO	0.00	40.00
1001	37121	11/13/20	10194	LOZANO SMITH	6060	5620	LEGAL SERVICES	0.00	120.00
1001	37121	11/13/20	10194	LOZANO SMITH	6060	5620	LEGAL SERVICES	0.00	300.00
1001	37121	11/13/20	10194	LOZANO SMITH	100	1150	TCP	0.00	400.00
1001	37121	11/13/20	10194	LOZANO SMITH	6020	5620	LEGAL SERVICES	0.00	694.00
1001	37121	11/13/20	10194	LOZANO SMITH	6060	5620	LEGAL SERVICES	0.00	700.41
1001	37121	11/13/20	10194	LOZANO SMITH	6060	5620	LEGAL SERVICES	0.00	740.00
1001	37121	11/13/20	10194	LOZANO SMITH	6060	5620	LEGAL SERVICES	0.00	1,320.00
1001	37121	11/13/20	10194	LOZANO SMITH	6060	5620	LEGAL SERVICES	0.00	1,540.00
1001	37121	11/13/20	10194	LOZANO SMITH	6060	5620	LEGAL SERVICES	0.00	1,844.00
1001	37121	11/13/20	10194	LOZANO SMITH	6060	5620	LEGAL SERVICES	0.00	4,372.55
1001	37121	11/13/20	10194	LOZANO SMITH	6060	5620	LEGAL SERVICES	0.00	12,070.96
TOTAL	CHECK							0.00	2,724.86
1001	37122	11/13/20	14152	A-C ELECTRIC CO	6200	5202	STREET LIGHT WIRE	0.00	1,102.22
1001	37123	11/13/20	14306	ACCOUNTEMP	6030	5621	SERVICES	0.00	1,112.42
1001	37123	11/13/20	14306	ACCOUNTEMP	6030	5621	SERVICES	0.00	2,214.64
TOTAL	CHECK							0.00	15.00
1001	37125	11/13/20	13729	ALLISON, MICHAEL	6120	5300	TRAINING	0.00	1,181.18
1001	37126	11/13/20	12285	ATT	6120	5160	SERVICES	0.00	90.00
1001	37127	11/13/20	14330	B&P PEST PROS	6700	5185	SERVICES	0.00	95.00
1001	37127	11/13/20	14330	B&P PEST PROS	6020	5185	SERVICES	0.00	185.00
TOTAL	CHECK							0.00	807.21
1001	37129	11/13/20	10026	BCT CONSULTING	6120	5160	SERVICES	0.00	813.31
1001	37129	11/13/20	10026	BCT CONSULTING	6030	5160	SERVICES	0.00	372.59
1001	37129	11/13/20	10026	BCT CONSULTING	6700	5160	SERVICES	0.00	1,993.11
TOTAL	CHECK							0.00	944.78
1001	37130	11/13/20	11158	BEST UNIFORMS	6120	5715	KARL K BALLISTIC VE	0.00	144.26
1001	37131	11/13/20	14354	BOOT BARN, INC.	6260	5130	GALEN WORK BOOTS	0.00	144.26
1001	37131	11/13/20	14354	BOOT BARN, INC.	6200	5130	GUS WORK BOOTS	0.00	288.52
TOTAL	CHECK							0.00	6,830.82
1001	37132	11/13/20	10022	BORCHARDT, CORONA &	6030	5220	FINAL 18 AUDIT FEES	0.00	100.02
1001	37134	11/13/20	10045	CASCADE FIRE EQUIPM	6130	5715	SUPPLIES	0.00	

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FUND - 100 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DEPT	ACCT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1001	37136	11/13/20	11970	CENTRAL VALLEY TOXI	6120	5310	SERVICES	0.00	106.00
1001	37137	11/13/20	14357	CMI INC.	6120	5111	INTOXILIZERS	0.00	1,300.00
1001	37138	11/13/20	14356	COMCAST	6120	5230	SERVICES	0.00	151.92
1001	37139	11/13/20	12654	COMCAST CABLE	6120	5160	SERVICES	0.00	724.66
1001	37140	11/13/20	12454	CORTEZ, RAY	6120	5300	TRAINING	0.00	15.00
1001	37141	11/13/20	10087	DEPARTMENT OF TRANS	6200	5176	SIGNALS & LIGHTING	0.00	209.82
1001	37142	11/13/20	11585	DURON, ARTHUR	6120	5300	TRAINING	0.00	15.00
1001	37143	11/13/20	10307	FRESNO BEE, THE	6020	5150	PD LT JOB AD	0.00	935.00
1001	37145	11/13/20	10126	FRESNO COUNTY TAX C	6400	5170	PROP TAXES 2021-1	0.00	233.21
1001	37145	11/13/20	10126	FRESNO COUNTY TAX C	6400	5170	PROP TAXES 2021-1	0.00	233.21
1001	37145	11/13/20	10126	FRESNO COUNTY TAX C	6120	5170	PROP TAXES 2021-1	0.00	233.21
1001	37145	11/13/20	10126	FRESNO COUNTY TAX C	6020	5170	PROP TAXES 2021-1	0.00	233.21
1001	37145	11/13/20	10126	FRESNO COUNTY TAX C	6020	5170	PROP TAXES 2021-1	0.00	233.21
1001	37145	11/13/20	10126	FRESNO COUNTY TAX C	6130	5170	PROP TAXES 2021-1	0.00	233.21
1001	37145	11/13/20	10126	FRESNO COUNTY TAX C	6200	5170	PROP TAXES 2021-1	0.00	233.21
1001	37145	11/13/20	10126	FRESNO COUNTY TAX C	6700	5170	PROP TAXES 2021-1	0.00	349.81
TOTAL CHECK								0.00	1,982.28
1001	37146	11/13/20	10465	FRESNO NEON SIGN CO	6200	5202	SIGN SERVICE	0.00	350.16
1001	37147	11/13/20	10141	H & H TIRE SERVICES	6200	5205	AUTO MAINTENANCE	0.00	60.00
1001	37148	11/13/20	11091	HI TECH EVS INC AME	6130	5205	P48 FUEL TANK REPAI	0.00	2,077.01
1001	37149	11/13/20	14259	IMAGESOURCE	6700	5182	COPIER LEASE	0.00	17.26
1001	37149	11/13/20	14259	IMAGESOURCE	6150	5182	COPIER LEASE	0.00	25.88
1001	37149	11/13/20	14259	IMAGESOURCE	6160	5182	COPIER LEASE	0.00	25.88
1001	37149	11/13/20	14259	IMAGESOURCE	6020	5182	COPIER LEASE	0.00	103.54
1001	37149	11/13/20	14259	IMAGESOURCE	6120	5182	COPIER LEASE	0.00	103.54
TOTAL CHECK								0.00	276.10
1001	37150	11/13/20	14355	JUSTIN BARRETT	6120	5300	TRAINING	0.00	15.00
1001	37151	11/13/20	14069	KARL KULOW	6120	5300	TRAINING	0.00	15.00
1001	37152	11/13/20	13934	KIRBY BUILT SALES	6260	5203	DOG WASTE BAGS	0.00	308.44
1001	37153	11/13/20	10201	METRO UNIFORM & ACC	6130	5130	BOOTS	0.00	174.31
1001	37153	11/13/20	10201	METRO UNIFORM & ACC	6130	5715	BODY ARMOR & BADGE	0.00	1,007.96
TOTAL CHECK								0.00	1,182.27
1001	37155	11/13/20	10825	MIRANDA, JOSEPH	6120	5300	TRAINING	0.00	15.00
1001	37156	11/13/20	10237	P G & E - SACRAMENT	6130	5170	UTILITIES	0.00	117.51



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FUND - 208 - CARES FUNDING

CASH ACCT	CHECK NO	ISSUE DT	VENDOR NAME	DEPT	ACCNT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1001	37121	11/13/20	10194 LOZANO SMITH	208	5111	COVID	0.00	520.00
TOTAL CASH ACCOUNT							0.00	520.00
TOTAL FUND							0.00	520.00





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ACCOUNTING PERIOD: 5/21

FUND - 211 - STREET PROJECTS

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DEPT	ACCT	DESCRIPTION	SALES TAX	AMOUNT
1001	37040	10/23/20	13202	ROMTEC	211	5705	REPLACE CHECK #3680	0.00	47,249.20
1001	37098	11/06/20	12060	PETERS ENGINEERING	211	5510	MAIN ST 3RD TO 7TH	0.00	1,230.00
1001	37098	11/06/20	12060	PETERS ENGINEERING	211	5510	GOLDEN STATE CORRID	0.00	790.00
1001	37098	11/06/20	12060	PETERS ENGINEERING	211	5510	MERCED/FRESNO ST	0.00	945.00
TOTAL	CHECK							0.00	2,965.00
TOTAL	CASH ACCOUNT							0.00	50,214.20
TOTAL	FUND							0.00	50,214.20

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FUND - 225 - LTF - ARTICLE 8

[illegible]

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FUND - 250 - CDBG

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DEPT	ACCNT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1001	37050	10/29/20	13948	RANDY UYEDA	2500	5220	PETTY CASH	0.00	75.00
1001	37144	11/13/20	10128	FRESNO COUNTY RECOR	2500	5220	LIEN RLS 332 N 5TH	0.00	40.00
TOTAL CASH ACCOUNT									115.00
TOTAL FUND									115.00



SUPERION  
DATE: 11/13/2020  
TIME: 16:31:02

CITY OF FOWLER  
CHECK REGISTER - BY FUND

PAGE NUMBER: 16  
ACCTPA21

SELECTION CRITERIA: transact.check\_no between '37033' and '37170'  
ACCOUNTING PERIOD: 5/21

FUND - 500 - WATER

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DEPT	ACCNT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1001	37084	11/06/20	14348	GALINDO, PATRICK &	500	2005	UB REFUND	0.00	100.00
1001	37085	11/06/20	10141	H & H TIRE SERVICES	5000	5205	AUTO MAINTENANCE	0.00	90.00
1001	37086	11/06/20	14346	HAMMOND, DAVID	500	2005	UB REFUND	0.00	67.31
1001	37089	11/06/20	14238	INFOSEND, INC	5000	5621	WATER BILLING	0.00	485.58
1001	37089	11/06/20	14238	INFOSEND, INC	5000	5140	WATER BILLING	0.00	565.06
1001	37089	11/06/20	14238	INFOSEND, INC	5000	5175	WATER BILLING	0.00	746.88
TOTAL	CHECK							0.00	1,797.52
1001	37091	11/06/20	14335	LEWIS, DAVID	500	2005	UB REFUND	0.00	77.09
1001	37092	11/06/20	14339	MEDINA, SOPHIA	500	2005	UB REFUND	0.00	72.02
1001	37094	11/06/20	14334	MORFIN, JOSE	500	2005	UB REFUND	0.00	100.00
1001	37095	11/06/20	14349	MRO INVESTMENTS INC	500	2005	UB REFUND	0.00	99.26
1001	37097	11/06/20	14338	NARANJO, CARLOS	500	2005	UB REFUND	0.00	23.62
1001	37101	11/06/20	10249	QUILL	5000	5100	SUPPLIES	0.00	12.31
1001	37103	11/06/20	11195	ROBERT V JENSEN INC	5000	5210	FUEL	0.00	81.39
1001	37103	11/06/20	11195	ROBERT V JENSEN INC	5000	5210	FUEL	0.00	152.65
1001	37103	11/06/20	11195	ROBERT V JENSEN INC	5000	5210	FUEL	0.00	101.28
1001	37103	11/06/20	11195	ROBERT V JENSEN INC	5000	5210	FUEL	0.00	101.28
1001	37103	11/06/20	11195	ROBERT V JENSEN INC	5000	5210	FUEL	0.00	282.63
1001	37103	11/06/20	11195	ROBERT V JENSEN INC	5000	5210	FUEL	0.00	363.48
1001	37103	11/06/20	11195	ROBERT V JENSEN INC	5000	5210	FUEL	0.00	1,082.71
TOTAL	CHECK							0.00	100.00
1001	37105	11/06/20	14352	SERRATO, YOLANDA	500	2050	UB REFUND	0.00	8.05
1001	37107	11/06/20	14337	SINGH, RANJIT	500	2005	UB REFUND	0.00	30.58
1001	37108	11/06/20	14340	SOTO, ALFONSO & MAR	500	2005	UB REFUND	0.00	16,161.08
1001	37109	11/06/20	14145	SUPERION, LLC.	5000	5230	ANNUAL MAIN FEE	0.00	203.50
1001	37110	11/06/20	13048	SWRCB ACCOUNTING OF	5000	5250	PENALTY FEE	0.00	226.88
1001	37111	11/06/20	14007	TIRE HUB	5000	5205	TIRES	0.00	159.35
1001	37113	11/06/20	13543	UNIFIRST CORPORATIO	5000	5185	SUPPLIES	0.00	366.54
1001	37113	11/06/20	13543	UNIFIRST CORPORATIO	5000	5185	SUPPLIES	0.00	525.89
TOTAL	CHECK							0.00	44.74
1001	37114	11/06/20	10333	UNITED PARCEL SERVI	5000	5175	BAYCO SHIPPING	0.00	319.92
1001	37117	11/13/20	14306	ACCOUNTemps	5000	5621	SERVICES	0.00	394.10
1001	37117	11/13/20	14306	ACCOUNTemps	5000	5621	SERVICES	0.00	714.02
TOTAL	CHECK							0.00	



SUPERION  
DATE: 11/13/2020  
TIME: 16:31:02

CITY OF FOWLER  
CHECK REGISTER - BY FUND

PAGE NUMBER: 18  
ACCTPA21

SELECTION CRITERIA: transact.check\_no between '37033' and '37170'  
ACCOUNTING PERIOD: 5/21

FUND - 710 - AB1600-GENERAL SERVICES

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DEPT	ACCNT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1001	37098	11/06/20	12060	PETERS ENGINEERING	710	5510	IMPACT FEE	0.00	1,680.00
1001	37100	11/06/20	13655	PROVOST & PRITCHARD	710	5520	SERVICES	0.00	19,806.80
TOTAL CASH ACCOUNT									21,486.80
TOTAL FUND									21,486.80



SUPERION  
DATE: 11/13/2020  
TIME: 16:31:02

PAGE NUMBER: 19  
ACCTPA21

CITY OF FOWLER  
CHECK REGISTER - BY FUND

SELECTION CRITERIA: transact.check\_no between '37033' and '37170'  
ACCOUNTING PERIOD: 5/21

FUND - 850 - SUCCESSOR AGENCY

CASH ACCT	CHECK NO	ISSUE DT	VENDOR NAME	DEPT	ACCNT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1001	37051	10/29/20	13647 SUN LIFE FINANCIAL	8500	5084	EMPLOYEE BENEFITS	0.00	10.60
1001	37052	10/29/20	11335 VISION SERVICE PLAN	8500	5084	EMPLOYEE BENEFITS	0.00	4.92
1001	37120	11/13/20	13496 KEENAN & ASSOCIATES	8500	5084	EMPLOYEE BENEFITS	0.00	250.63
TOTAL CASH ACCOUNT								266.15
TOTAL FUND								266.15
TOTAL REPORT								375,582.19

SUPERION  
DATE: 11/13/2020  
TIME: 16:33:22

SELECTION CRITERIA: transact.check\_no='1033'  
ACCOUNTING PERIOD: 5/21

CITY OF FOWLER  
CHECK REGISTER - BY FUND

PAGE NUMBER: 1  
ACCTPA21

FUND - 790 - FIRE STATION PROJECT

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DEPT	ACCNT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1001	1033	11/13/20	14072	ROBINA WRIGHT ARCHI	790	1890	ADA FIRE STATION	0.00	900.00
TOTAL CASH ACCOUNT									900.00
TOTAL FUND									900.00
TOTAL REPORT									900.00

**MINUTES OF THE FOWLER CITY COUNCIL MEETING  
OCTOBER 20, 2020**

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

Councilmembers Present: Cardenas, Hammer, Kazarian, Rodriquez and Parra (via Teleconference)

City Staff Present: City Manager/City Clerk Davis, City Attorney Cross, Finance Director Uyeda, Police Chief Alcaraz, Public Works Director Dominguez, Fire Chief Lopez, Deputy City Clerk Burrola, City Engineer Peters (Via Teleconference)

**PUBLIC PRESENTATIONS**

There were no public presentations.

**COMMUNICATIONS**

None.

**STAFF REPORTS**

**Second Reading of Ordinance No. 2020-06**

City Manager Davis said on October 6, 2020, the Council considered the first reading of Ordinance No. 2020-06. The Ordinance was introduced to the Council to clarify some of the inconsistencies and problematic text for clarifying certain uses and standards in the Zoning Ordinance.

Councilmember Kazarian requested to pull the item from the agenda to amend and to reintroduce the ordinance as a first reading. He proposed to add a provision for a Conditional Use Permit (CUP) for grocery stores in the Form Based Code to provide more flexibility on sales square footage. He is proposing to amend Section 1707 of Title 9, Chapter 5, Article 17 of the Form Based Code area with use of subject to Conditional Use Permit to add grocery stores not exceeding 10,000 square feet of sales area.

Councilmember Kazarian made a motion to approve Ordinance No. 2020-06 as amended, seconded by Mayor Pro Tem Hammer. The motion carried by roll call vote: Ayes: Kazarian, Hammer, Cardenas, Parra, Rodriquez. Noes: None. Abstain: None. Absent: None.

**CITY ENGINEER'S REPORT**

**Approve Award of Bid for the Panzak Park Improvements – ADA Compliant Restroom Facilities CDBG Project No. 19231 to Flex-Pro Inc.**

City Engineer Peters said on October 9, 2020 the City received three bids ranging from \$231,689.00 to 343,850.00 the low bid was submitted by Flex-Pro Inc. The engineer's estimate for the project was \$277,000.000. A summary of the bids were attached. He said the bid information is currently being reviewed by Fresno County staffs, who administer the CDBG funding. The City anticipates that the Fresno County staff will approve the bid award.

Mr. Peters added that the project should be completed by the end of the year.

Councilmember Rodriquez made a motion to approve the award of bid for the Panzak Park Improvements – ADA Compliant Restroom Facilities CDBG Project No. 19231 to Flex-Pro Inc. in the amount of the \$231,689.00; seconded by Councilmember Kazarian. The motion carried by roll call vote: Ayes: Rodriquez, Kazarian, Cardenas, Hammer, Parra. Noes: None. Abstain: None. Absent: None.

## **CITY MANAGER'S REPORT**

### **COVID-19 Update**

City Manager Davis said the numbers have not gone up too much; there were 243 total cases last week and this week the total is 346. There are 167 closed cases, 2 are under investigation and 3 total deaths. Ms. Davis said she has been in contact with the County of Fresno Health Department and there are some concerns that cases may slightly rise again. The County is currently at 6.5 per 100,000 new cases per day, County wide. The County is constantly monitoring the numbers.

## **PUBLIC WORKS REPORT**

Public Works Director Dominguez said the resolution approved at the last Council meeting for the water grant has been submitted to the State for approval.

Mr. Dominguez said he submitted an advertisement for Request for Qualification (RFQ) for the Energy Conservation project, which is due October 30, 2020 and is hoping to award the project by mid-November.

Councilmember Kazarian spoke about the handicap parking in front of CVS Pharmacy that was discussed during the last meeting. He expressed the need to start off with temporary signage and asked for direction from the Council to evaluate where an appropriate spot would be for additional handicap parking. A discussion took place and the direction of the Council is to look into the additional parking in front of ACE Gift Shop and if there are any issues to bring it back to the Council for further review and discussion.

A discussion took place on the reopening of City parks and playgrounds. City Manager Davis said she has been in contact with the Fresno County Health Department to pursue guidelines and recommendations on reopening the parks and playgrounds.

## **FINANCE DIRECTOR'S REPORT**

No report was given.

## **POLICE DEPARTMENT REPORT**

Police Chief Alcaraz circulated the DOJ crime statistics for the month of September 2020.

## **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 – October 20, 2020; B) Approve Minutes of the City Council Special Meeting and City Council 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

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

## **COMMITTEE REPORTS**

Mayor Cardenas said on October 10<sup>th</sup> the Central Valley Latino Mayors Coalition, Nisei Farmers League and the City sponsored a free cotton mask and hand sanitizer giveaway at Panzak Park.

Mayor Pro Tem Hammer said Trunk or Treat is scheduled for next Thursday, October 29, 2020 from 6:00 p.m. to 8:00 p.m. at the Elwin Blyney Senior Center. This will be a drive thru event.

He said the Veteran’s Memorial Flag Raising event is canceled this year due to the current event.

Councilmember Kazarian attended the Employee Appreciation Luncheon last Friday. The luncheon was catered by Robles BBQ; they’re local and are interested in opening a BBQ restaurant business in the City of Fowler.

Councilmember Parra also attended the Employee Appreciation luncheon and commended Robles BBQ catering.

He attended the League of California Conference virtual meeting.

Councilmember Rodriquez said he received some complaints on the Jill Johnson property. He also received a complaint on a cement truck doing business within the City.

The meeting was adjourned to closed session at 7:49 p.m. to discuss Government Code Section 54956.9(a) – Conference with Legal Counsel – Existing Litigation – Name of Case: Gordon Panzak vs. City of Fowler

The meeting reconvened to open session at 8:10 p.m. with no reportable action taken. Direction was given to legal counsel.

## **ADJOURNMENT**

Having no further business, Mayor Pro Tem Hammer made a motion, seconded by Councilmember Kazarian to adjourn. The motion carried and the meeting adjourned at 8:10 p.m.

RESOLUTION NO. 2482

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FOWLER  
APPROVING A RESIDENTIAL WATER SERVICE DISCONTINUATION POLICY**

**WHEREAS**, on February 1, 2020, the State of California's Water Shutoff Protection Act ("Act") became effective; and

**WHEREAS**, the Act requires urban water suppliers to adopt a policy regarding the discontinuation of residential water service for nonpayment; and

**WHEREAS**, on March 19, 2019, the City of Fowler adopted Ordinance 2019-01 which updated those provisions of the City Municipal Code that relate to the discontinuation of residential water service for nonpayment; and

**WHEREAS**, the City of Fowler, in compliance with the Act, wishes to adopt the Residential Water Service Discontinuation Policy attached hereto as **Exhibit 1**.

**NOW THEREFORE, IT IS HEREBY RESOLVED**, by the City Council of the City of Fowler that:

- I. The City of Fowler Residential Water Service Discontinuation Policy attached hereto as Exhibit 1, is hereby approved and is effective immediately.

\* \* \* \* \*

The foregoing Resolution No. 2482 was passed and adopted by the Fowler City Council on November 17, 2020, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

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

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

# **EXHIBIT 1**



**City of Fowler**  
**Residential Water Service Discontinuation Policy**  
**October 19, 2020**

**I. Purpose of the Residential Water Service Discontinuation Policy**

The purpose of this document is to outline the Residential Water Service Discontinuation Policy (“Policy”) for the City of Fowler (“City”). The Policy sets forth the principles and objectives that should guide the City’s decisions regarding the discontinuation of residential water service when the account is delinquent. The primary objectives of this Policy are to: establish timelines for discontinuation of water service, describe notice requirements, establish payment arrangement options for those seeking to avoid discontinuation, establish a formalized mechanism for customers to appeal or review bills, establish reconnection fee exceptions, and describe notice requirements pertaining to residential tenants/occupants.

This Policy has been developed in accordance with California Health and Safety Code sections 116900-116926 (“Water Shutoff Protection Act”), as well as the guidance set forth in the City’s Municipal Code sections 6-4.707, 6-4.709, and 6-4.1109. It should be noted that this Policy only applies to residential potable water service, and does not include commercial water service, nor does it include any other services provided by the City.

**II. Standard Discontinuation Timeline**

An account shall be deemed delinquent if full payment for service has not been received within thirty (30) days from the issuance of the bill. Customers will be subject to discontinuation after their payment has been delinquent for sixty (60) days or more. Delinquent customers will be notified via written notice of their impending discontinuation at least seven (7) business days before discontinuation for lack of payment.

Notices will be mailed to the residence to which residential service is provided. If the account holder does not live at the residence where service is provided, a notice will also be mailed to the billing address of the account holder. In that situation, the notice mailed to the residence where service is being provided will be addressed to “Occupant”.

The City will make a reasonable attempt to contact an adult person residing at the premises subject to discontinuation by telephone or personal contact at least 24 hours prior to termination of water service. If the City is not able to contact a person residing at the premises, the City shall post a notice of termination of service at least 48 hours prior to termination.

Customers may call the City Finance Department to discuss their account and ways to avert discontinuation at (559) 834-3113 ext. 100 (business hours are Monday-Friday, 8:00 a.m. – 5:00 p.m., lunch from 12:00 p.m. – 1:00 p.m.).

**City of Fowler**  
**Residential Water Service Discontinuation Policy**  
**October 19, 2020**

If a customer's service is discontinued for nonpayment, the City will provide information to the customer on how to restore service to their property.

These discontinuation policies only apply to customers who are subject to discontinuation for nonpayment of water services. Individuals may have their water shutoff immediately for any of the reasons provided in Municipal Code section 6-4.1109, subdivision (a).

**III. Written Notices**

All written notices under this Policy must include the following:

- Customer name and address
- Amount of delinquency
- Date by which payment or arrangement for payment is required in order to avoid discontinuation of residential service
- Process to apply for an extension of time to pay the delinquent charges (see Section IV)
- Process by which customer may request a deferred payment or payment arrangement (see Section IV)
- Procedure to petition for bill review and appeal (see Section V)

**IV. Deferred Payments and Other Payment Arrangements**

Circumstances may arise when customers are unable to make a scheduled residential water service payment. In such circumstances, they may request to defer payment or set up a payment arrangement. The City of Fowler shall offer either of the following:

**Deferred payment** – customers may be granted a one-time deferral of the entire statement balance for a period not exceeding twelve (12) months.

**Payment arrangement** – customers may be granted the opportunity to pay the statement balance over a period not exceeding twelve (12) months. This may be done over weekly, bi-weekly, or monthly installments.

These options will be available to customers only one time per twelve (12)-month period. Customers shall fill out and sign any arrangement in a form prescribed by the City. It should be noted that, while a customer is paying a particular billing-cycle balance on either a deferred payment or payment arrangement, they must stay current on both the arrangement and the current services.

A customer may be subject to discontinuation of residential water service if they are sixty (60) days late on either their deferred payment or payment arrangement

**City of Fowler**  
**Residential Water Service Discontinuation Policy**  
**October 19, 2020**

described above, or sixty (60) days late on or their current services payment. Customers will be notified according to Policy Sections II and III of any imminent discontinuation.

If a customer fails to comply with their payment arrangement with the City for sixty (60) days, or fails to pay their current residential service charges while under a payment arrangement with the City for sixty (60) days, the City may discontinue residential water service within five (5) days after City posts a final notice of intent to disconnect service at the location of where water service is being provided.

**V. Appeals**

Any customer wishing to appeal their bill, or notice of discontinuation for residential water service, shall direct such appeals, in writing, to the City Clerk at 128 S. 5th Street, Fowler, CA 93625. Appeals of bills must be received no later than the billing due date of the bill being appealed. Appeals of discontinuation of residential water service must be received no later than five (5) business days prior to the water shutoff date. The scope of the appeal shall be limited to a particular bill that is due, or the discontinuation of service notice.

City of Fowler staff will review the written appeal and contact the customer to discuss all circumstances surrounding the appeal. Once all facts and circumstances have been discussed and reviewed, the decision of the Finance Director will be made and thereafter communicated to the customer. Discontinuation of residential water service will not occur while an appeal is pending. However, adjustments to the billing can either decrease or increase the amount, and all amounts due from the billing cycle will be due immediately upon the completion of the appeal process, or subject to such terms of an alternate payment arrangement should the parties agree as such.

**VI. Service Reconnection Fees**

Service reconnection fees shall be set by Council resolution, and must be paid prior to water service being reconnected. (See Fowler Municipal Code section 6-4.1109, subd. (t).)

Pursuant to the Water Shutoff Protection Act, reconnection fees should be set at fifty dollars (\$50) for reconnections during normal business hours, and one hundred and fifty dollars (\$150) for reconnection during non-business hours.

Reconnection fees shall be subject to an annual adjustment for changes in the Consumer Price Index (CPI) beginning January 1, 2021.

**City of Fowler**  
**Residential Water Service Discontinuation Policy**  
**October 19, 2020**

**VII. Residential Tenants/Occupants in an Individually Metered Residence**

The City shall make a reasonable, good-faith effort to inform tenants/occupants, by means of a written notice, when the water service is in arrears and subject to disconnection at least ten (10) days before water service is shut off. The written notice will advise the tenant/occupant that they have the right to become customers of the City without being required to pay the amount due on the delinquent account, as long as they are willing to assume financial responsibility for subsequent charges for water service at that address. In order for this arrangement to proceed, the tenant/occupant must provide verification of tenancy by submitting to the City a signed authorization from the recorded owner of the property where service is being requested.

The City is not required to provide residential water service to any applicant who is unable to meet the City's terms and conditions for service.

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**MEMORANDUM**

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**TO:** MAYOR & CITY COUNCIL  
**FROM:** DAVID PETERS, CITY ENGINEER  
**SUBJECT:** ACCEPTANCE OF TEMPERANCE & WALTER PEDESTRAIN  
IMPROVEMENTS - ATPL 5173 (031)  
**DATE:** NOVEMBER 17, 2020  
**CC:** DARIO DOMINGUEZ - PUBLIC WORKS DIRECTOR

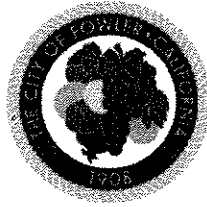
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REQUESTED ACTION / RECOMMENDATION

Accept the City of Fowler Temperance & Walter Pedestrian Improvements ATPL 5173 (031) Project constructed by Power Design Electric, Inc. and authorize the City Engineer to file the Notice of Completion.

DISCUSSION

The City Council previously awarded a contract to Power Design Electric, Inc. for construction of the Temperance & Walter Pedestrian Improvements Project. The project was constructed in accordance with the plans and specifications to the satisfaction of the City Engineer and the Public Works Department staff. The one-year warranty period will begin upon the filing of the Notice of Completion, which will follow the Council's acceptance of the project.



## STAFF REPORT

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**DATE:** 10/24/20  
**To:** Honorable Mayor and City Council Members  
**FROM:** Randy Uyeda  
**SUBJECT: ONLINE UTILITY PAYMENT USER AGREEMENT**

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The City is using a temporary online payment system provided by our Sales Tax Consultants (HdL) while we continue to develop our own system with Infrosend, our current Utility Bill mailing service.

Part of the requirements of the online payment system the “User Agreement” which outlines the “Terms of Service” between the Customer (User) and the City. This is similar to the credit card agreement most people acknowledge when applying for a credit and outlines the terms, conditions and remedies (if any) in case of problems.

It is hereby requested the City review and approve the Online Utility Payment User Agreement so we can proceed with the development of the City system.

## **Terms of Service City of Fowler Online BillPay Site**

Effective Date: January 1, 2020

These Terms of Service, including any policies, rules and other terms that are expressly incorporated herein by reference (collectively, the “Terms of Service”), sets forth a legally binding agreement between you and the City of Fowler (as defined below) (“City of Fowler ” “we,” “us,” or “our”). These Terms of Service govern your access to and use of any City of Fowler websites that link to these Terms of Service, including the website located at [https://billpay.onlinebiller.com/ebpp/\[Fowler\]/](https://billpay.onlinebiller.com/ebpp/[Fowler]/) (the “Site”), and any content, functionality and services offered on or through the Site, whether as a guest or a registered user, including the Online BillPay Services (as defined below) (collectively, the “Services”). In addition, the City of Fowler Terms of Use and Privacy Notice are hereby incorporated and made a part of these Terms of Service by this reference. Please read these Terms of Service carefully before accessing or using the Site or any Services.

### **1. Acceptance of Terms; Binding Effect**

By using the Services (whether as a guest or a registered user), or by clicking to accept or agree to these Terms of Service when this option is made available to you, you accept and agree to be bound by these Terms of Service and to abide by all laws with regard to your use of the Services. Except as specified herein, these Terms of Service govern your use of the Services, including, without limitation, the Online BillPay Services (as defined below). **IN ORDER TO USE THE SERVICES, YOU MUST AGREE TO THESE TERMS OF SERVICE. IF YOU DO NOT AGREE TO BE BOUND BY THESE TERMS OF SERVICE, YOU MAY NOT USE THE SERVICES.**

In addition to these Terms of Service, your use of certain Services may require you to accept additional terms and conditions applicable to such Services, including, without limitation, any additional terms and conditions applicable to the Online BillPay Service (collectively, “Additional Terms”). When using particular Services, you shall be subject to any rules or policies applicable to such Services that may be posted or made available to you through the Services from time to time (collectively, the “City of Fowler Policies”). The Additional Terms and City of Fowler Policies are hereby incorporated and made a part of these Terms of Service by this reference.

In the event of any direct conflict or inconsistency between the provisions contained in these Terms of Service and the provisions contained in the Terms of Use, the provisions of these Terms of Service will govern and control.

### **2. Changes to Terms of Service**

City of Fowler reserves the right, at its sole discretion, to change, modify, update or supplement these Terms of Service and any Additional Terms that apply to a Service, at any time, including to reflect changes to the law or changes to the Services. When these changes are made, City of Fowler will make a new version of these Terms of Service available on the Site and any

Additional Terms will be made available to you from within, or through, the affected Services. All changes are effective immediately when we post them or otherwise make them available to you, and apply to all use of the Services thereafter. You acknowledge and agree that if you use the Services after the date on which these Terms of Service have changed, City of Fowler will treat your use as acceptance of the modified or updated Terms of Service. It is your responsibility to check these Terms of Service periodically for changes. Your continued use of the Services following the posting of any changes will mean that you accept and agree to the changes. If any changes are unacceptable to you, you must cease any further use of the Services.

### **3. City of Fowler Account Creation**

You may need to create a City of Fowler account in order to access and use the Services. To protect your City of Fowler account, please keep your username and password strictly confidential. You are solely responsible for maintaining the confidentiality of your username, password and other account information, and are fully responsible for all activities performed through use under your City of Fowler account. If required, you will create a username and password for your City of Fowler account. You must provide accurate, complete and current registration information when you register and create a City of Fowler account. In consideration of your use of the Services, you agree to: (i) provide true, accurate, current, and complete registration information about yourself as prompted by the Service; and (ii) maintain and promptly update the registration information to keep it true, accurate, current and complete. If you provide any registration information that is untrue, inaccurate, not current or incomplete, City of Fowler has the right to limit, suspend or terminate your account and your access to the Services (or any portion thereof). You agree to immediately notify City of Fowler of any unauthorized use of your City of Fowler account and ensure that you exit from your account at the end of each session. City of Fowler will not be liable for any damages arising from your failure to comply with this Section.

### **4. Online BillPay Service**

Registered users with an active City of Fowler account may access and use the City of Fowler online billing and online payment services that are accessible through the Site, which are made accessible and provided by City of Fowler (collectively, the "Online BillPay Service"). The Online BillPay Service is provided to you by City of Fowler to facilitate access to view and pay your bills online. The Online BillPay Service sends information about your City of Fowler account directly to your email address and, subject to the terms and conditions set forth herein, allows you to pay your bills online. This email will include a link that will direct you to the Site where you can login to your City of Fowler account and obtain a digital or electronic copy of your bill. A third-party service provider that specializes in electronic bill processing and presentment, hosts the Online BillPay Service. By using the Online BillPay Service, you acknowledge and consent that, depending on the type of payment method used, the payment processing services for the Online BillPay Service are provided by a third-party service provider.

By accessing or using the Online BillPay Service, you acknowledge and consent that the Online BillPay Service is made available to you by City of Fowler that has granted you (or the person authorizing you to access and use the Online BillPay Service on their behalf). By accessing or



using the Online BillPay Service, you acknowledge and agree that in no event shall City of Fowler be responsible or otherwise liable for any issues or disputes arising from or relating to any bills, invoices, statements, correspondences or other materials (including any and all information set forth therein) that are made available to you by or through the Online BillPay Services, including, without limitation, any errors, inaccuracies, deficiencies or omissions with respect to such information.

## **5. Fees**

City of Fowler charges you a fee for paying your bill using the Online BillPay Service. However, your eligible bank or other financial institution (“**Financial Institution**”) may charge you additional fees related to your Bank or Credit Card (e.g., fees for attempting transfers without sufficient funds). If a transaction is not honored by your Financial Institution, City of Fowler may charge additional fees to your City of Fowler account. City of Fowler reserves the right to begin charging fees for the Online BillPay Service after reasonable notice is provided to registered users using the Online BillPay Service.

## **6. City of Fowler Account for Online BillPay Service**

You must create a City of Fowler account in order to access and use the Online BillPay Services. As a user of the Online BillPay Service, it is your responsibility to ensure that your contact and other required information such as your name and email address and bank account information is current, accurate, and updated promptly. If your contact information is not correct, City of Fowler will be unable to communicate with you regarding your City of Fowler account. You agree that you will not provide false or inaccurate information when accessing or using the Online BillPay Service. You also agree that you will not falsify, forge, or otherwise tamper with any information in the emails you receive as part of the Online BillPay Service. You must treat your account information (including, without limitation, your username, password, and any other piece of information required as part of our security procedures) as confidential, and you must not disclose the foregoing to any other person or entity. You agree to notify us immediately of any unauthorized access to or use of your username or password or any other breach of security. You agree to be responsible for any use of the Services using your username, password, or other security information. We have the right to disable any username, password, or other identifier, whether chosen by you or provided by us, at any time, if you violate any provision of these Terms of Service.

## **7. Online Billing**

The Online BillPay Service allows you to view your bill. Online bills are electronic versions of your paper bill that you will be able to receive, view, and pay online. All information you receive in your City of Fowler paper bill is presented online, and the frequency of the bill remains the same. You can print your bill for your records, and set reminders to pay your bill when payment is due. You are responsible for paying your bill in full and on time regardless of whether you receive a notification from or on behalf of City of Fowler. Late payment notices may be sent electronically or by U.S. Mail to the mailing address on record.

## **8. Paperless Billing**

If you no longer want to receive a paper bill, you have the option to enroll in paperless billing. When you enroll in paperless billing, your bill will be available for viewing online and City of Fowler will no longer send you a paper bill in the mail for those registered City of Fowler account(s). You may decide to withdraw from participating in the paperless billing program at any time without penalty. If you wish to cancel your participation in the paperless billing program, you may do so within your account settings.

## **9. Bank Card**

To pay your bill using the Online BillPay Service, you must designate an eligible deposit or other asset account accessible by a credit card or debit card ("**Bank Card**") at your Financial Institution from which payments will be made using. You hereby agree that, by scheduling automatic payments or a single payment from your Bank Card, you authorize City of Fowler to initiate debit entries to your Bank Card in such amount(s), initiate any debit or credit entries to your Bank Card necessary to correct any error in a payment, and communicate with your Financial Institution regarding your Bank Card, participation in and use of the Online BillPay Service. You also must authorize your Financial Institution to debit or credit your Bank Card in the amount of such payments or corrections. You represent that you have all necessary right, power, and authority to authorize each such payment, and that you will take such steps as your Financial Institution requires to make such authorization. This authorization shall remain in full force and effect until City of Fowler has received notice from you of your termination of such authorization in such time and in such manner as to afford City of Fowler and your Financial Institution a reasonable period of time to respond and act upon your written notice.

## **10. Payment Amount Limitations**

For payments made through the Online BillPay Service, the amount of funds you may use is limited by the amount of available funds you have on your Bank Card, including any overdraft protection you may have with your Financial Institution. You agree to maintain sufficient funds on your Bank Card to satisfy your Bill Payments and that City of Fowler will have no obligation to complete a transaction if sufficient funds are not available at the time your payment is submitted. You understand and agree that City of Fowler's access to your Bank Card may be limited by your agreement(s) with your Financial Institution governing the Bank Card and by applicable law.

## **11. Payment Processing**

City of Fowler will update account balances and activity information daily, Monday through Friday, excluding holidays. City of Fowler will not be liable for any inability to access or use the Online BillPay Service, or for any failure to update any information, for whatever reason. Payments made Monday through Friday before 8pm Pacific Time will post to your account the next business day. Payments made after 8pm Pacific Time or on weekends or holidays will post to your account on the following business day (i.e., Monday through Friday, except for holidays). To avoid late payment please ensure that your payment is made prior to 8pm Pacific

Time on the due date of the bill. You are solely responsible for making payments sufficiently prior to the due date.

## **12. Recurring Payment Program**

Recurring payments and automatic payments will continue to be processed against your Bank Card information on file until your notice of change has been received and processed by City of Fowler, CA. Changes to your contact and other information can be made online within your account settings. City of Fowler reserves the right to terminate your participation in the recurring payment program if your payment is rejected repeatedly.

## **13. Refund Policy**

Payments made in excess of the total amount due as set forth in the applicable bill will show as a credit on your next bill. Questions concerning refunds of erroneous payments may be directed to City of Fowler Customer Service. If approved, the refund will be made in the form of a credit on your City of Fowler account or, if no further amounts are due to City of Fowler, CA, then in the form of a check made payable to the name on your account.

## **14. Privacy and Security**

When you use the Online BillPay Service, you provide us with different types of information. You acknowledge and agree that City of Fowler and our third-party service providers may receive personal information in connection with your use of the Online BillPay Service. Please read our Privacy Notice, which explains how we collect, use and share information through the Online BillPay Service, as well as your choices regarding these activities. The Privacy Notice applies to use of the Online BillPay Service. The Online BillPay Service conforms to industry standards utilizing Secure Sockets Layer ("SSL") technology. By using SSL, we attempt to safeguard the confidentiality of your username, password and other personal information. For SSL to work, the internet browser you use must be capable of supporting SSL. Please check your browser to ensure it supports SSL.

## **15. Unauthorized Transfers**

If you believe someone has improperly accessed your Bank Card through the Online BillPay Service without your permission, please contact the City of Fowler immediately. You should also immediately contact your Financial Institution. Please be aware that you are solely responsible for any unauthorized transfers, although your Financial Institution may provide some form of fraud protection.

## **16. Termination of Online BillPay Service**

You may choose to cancel the Online BillPay Service at any time with no fee. If you wish to discontinue the Online BillPay Service, or discontinue automatic payments while still using the Online BillPay Service to pay individual bills, you may cancel by logging into your account and cancelling your enrollment. Your termination will be effective immediately upon your

cancellation. City of Fowler may suspend or terminate your access to the Online BillPay Service at any time, without notice and for any reason. City of Fowler will use reasonable efforts to notify you of any material change to the Online BillPay Service or the suspension or termination of the Online BillPay Service by notifying you or posting a notice on the City of Fowler website, provided that City of Fowler shall not be required to do so nor shall City of Fowler be liable for any failure to do so. City of Fowler reserves the right to discontinue the Online BillPay Service at any time for any reason upon notice.

## **17. Services Offered by Third Parties**

City of Fowler may from time to time make available to you the opportunity to purchase, access or otherwise use certain products or services by or through the Services from companies other than City of Fowler, CA. Any purchase or use of such third-party products and services will be subject to the terms and conditions of the applicable third parties offering such products or services. Please read those terms and conditions carefully before purchasing or using any such third-party products and services. You expressly acknowledge and agree that we make no representations or warranties, express or implied, with respect to such third-party products or services and we have no responsibility or liability of any kind or nature whatsoever with respect to such third-party products or services.

Your correspondence or dealings with or participation in promotions of third-party providers, vendors, and/or resources made available by or through the Services, including payment and delivery of related goods or services, and any other terms, conditions, warranties, or representations associated with such correspondence or dealings, are solely between you and such third-party providers, vendors or resources. You acknowledge and agree that City of Fowler shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or as the result of such resources that are accessible or made available by or through the Services.

The Services may provide or make available links to certain third-party websites and resources on the Internet. The Services may also enable you to access certain outside services provided by third-party web operators. In certain instances, the third-party content may be “framed” in such a way it appears you are still on the Site. You acknowledge and agree that City of Fowler is not responsible for the availability of such external websites or resources, and City of Fowler does not endorse and is not responsible or liable for any content, advertising, products, services or other materials provided on or otherwise made available from such websites or resources. You further acknowledge and agree that City of Fowler shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, advertising, products, services or other materials available on or through any such websites or resources.

## **18. Personal Information**

From time to time, City of Fowler may send surveys requesting your interest or feedback on services or educational programs. If you choose to respond, this information may include collection and disclosure of your personal information. This information is collected only on

behalf of City of Fowler, CA. Please visit our Privacy Policy page to see the notice of privacy practices concerning your protected personal information.

## **19. Disclaimer**

The Services provide registered and unregistered users with access to various types of information regarding City of Fowler services usage. Certain information will only be made available to registered users. Any and all information that is accessible or otherwise made available to you by or through the Services (including any use thereof) is provided on an “as is” and “as available” basis. On occasion, information on that is accessible or made available to you by or through the Services may contain errors, including, without limitation, typographical errors, inaccuracies, or omissions. We reserve the right to, at any time without prior notice, correct any errors, inaccuracies, or omissions, and to change or update any information that is accessible or otherwise made available to you from time to time by or through the Services for any reason, including, without limitation, if such information is incorrect, inaccurate or incomplete.

YOU ACKNOWLEDGE AND AGREE THAT YOUR USE OF THE SERVICES (INCLUDING ANY AND ALL INFORMATION MADE AVAILABLE BY OR THROUGH THE SERVICES) IS AT YOUR SOLE RISK. THE SERVICES (INCLUDING ANY AND ALL INFORMATION MADE AVAILABLE BY OR THROUGH THE SERVICES) IS PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS. WE EXPRESSLY DISCLAIM ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND AND NATURE, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. WE MAKE NO WARRANTY THAT THE SERVICES (INCLUDING ANY AND ALL INFORMATION MADE AVAILABLE BY OR THROUGH THE SERVICES) WILL MEET YOUR EXPECTATIONS OR REQUIREMENTS, OR WILL OTHERWISE BE UNINTERRUPTED, TIMELY, UNFAILINGLY SECURE, ACCURATE, COMPLETE OR ERROR-FREE, THAT THE RESULTS THAT MAY BE OBTAINED BY OR FROM ACCESS OR USE OF THE SERVICES WILL BE ACCURATE OR RELIABLE, THAT THE QUALITY OF ANY INFORMATION OR MATERIALS OBTAINED BY YOU THROUGH THE SERVICES WILL MEET YOUR EXPECTATIONS, AND THAT ANY ERRORS IN THE SERVICES WILL BE CORRECTED.

## **20. Limitation of Liability and Release of Claims**

TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, UNDER NO CIRCUMSTANCES, INCLUDING NEGLIGENCE, SHALL WE OR OUR AFFILIATES, SUBSIDIARIES, LICENSORS, SERVICE PROVIDERS, SHAREHOLDERS, MEMBERS, EMPLOYEES, AGENTS, OFFICERS, DIRECTORS, AND MANAGERS BE LIABLE FOR ANY INCIDENTAL, DIRECT, INDIRECT, PUNITIVE, ACTUAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR OTHER DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR SUCH DAMAGES ARE REASONABLE FORESEEABLE), RESULTING

FROM: (I) ACCESS TO OR THE USE OF ANY SERVICES, OR THE INABILITY TO ACCESS OR USE ANY OF THE SERVICES; (II) ANY ACTION YOU TAKE BASED ON THE INFORMATION YOU RECEIVE IN, THROUGH OR FROM THE SERVICES; (III) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; OR (IV) STATEMENTS OR CONDUCT OF ANY THIRD PARTY THROUGH THE SERVICES. YOU HEREBY RELEASE AND WAIVE ANY AND ALL CLAIMS AND/OR LIABILITY AGAINST City of Fowler AND OUR AFFILIATES, SUBSIDIARIES, LICENSORS, SERVICE PROVIDERS, SHAREHOLDERS, MEMBERS, EMPLOYEES, AGENTS, OFFICERS, DIRECTORS, AND MANAGERS ARISING FROM OR RELATING TO YOUR USE OF THE SERVICES.

## **21. Indemnification**

You agree to indemnify, defend, and hold harmless City of Fowler , its affiliates, subsidiaries, and each of their respective shareholders, members, managers, directors, officers, employees, personnel, agents, successors and assigns from and against any and all claims, allegations, demands, actions, causes of action, lawsuits, investigations and proceedings (including any and all liability, damages, costs, expenses (including reasonable attorneys' fees), settlements, fines, penalties and losses of any kind or nature whatsoever resulting from any of the foregoing) arising out of or in connection with: (i) your violation of these Terms of Service, including, without limitation, the Terms of Use; (ii) your use of the Services; (iii) your violation of another person's rights; (iv) your violation of law, or (v) any negligent, intentional or reckless action or omission by you. This indemnification obligation will continue after you stop using the Services. In addition, you release City of Fowler from all claims, demands, actions, or suits in connection with any content, information, data or materials that you upload, post, email or otherwise transmit by or through the Services, including, without limitation, any liability related to our use or non-use of any of the foregoing, claims for defamation, invasion of privacy, right of publicity, emotional distress or economic loss.

## **22. Notices; Consent to Electronic Communications**

By using the Online BillPay Service, you agree that any and all disclosures and communications regarding the Online BillPay Service between you and City of Fowler may be made electronically, including by City of Fowler posting to the City of Fowler website in accordance with applicable law. Any electronic disclosure or communication City of Fowler makes will be considered made when transmitted by City of Fowler or otherwise posted to the City of Fowler website. You agree that all notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such notices, disclosures and communications be in writing.

## **23. Compliance with Applicable Laws**

You represent, warrant and agree that you can and will comply with all applicable laws in accessing and using the Services and you will not perform or fail to perform any act that you know or reasonably should know would place City of Fowler in violation of any applicable law. You agree to comply with all laws and regulations regarding online conduct and acceptable

content, as well as the transmission of data exported from the United States or the country from which you access or use the Services.

## **24. Governing Law**

These Terms of Service and your use of the Services shall be governed by and construed for both substantive and procedural purposes in accordance with the laws of the State of California, U.S.A., without giving effect to any principles of any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction) that would cause the laws of any jurisdiction other than those of the State of California to apply. The Services are intended to comply with U.S. state and federal laws and regulations. If you are a non-U.S.-based user, be advised that other countries may have laws, regulatory requirements that are different from those in the U.S.

## **25. Arbitration and Venue**

Any dispute relating in any way to your use of the Services shall be submitted to confidential arbitration in California, except that, to the extent you have in any manner violated or threatened to violate our intellectual property rights, we may seek injunctive or other appropriate relief in any state or federal court, and you consent to jurisdiction and venue in such courts. Arbitration under these Terms of Service shall be conducted under the rules then prevailing of the American Arbitration Association in accordance with its Commercial Arbitration Rules and before a single arbitrator. The selected arbitrator must have expertise in the subject matter of the dispute. The expenses of the arbitration charged by the arbitrator shall be borne by the prevailing party or otherwise as appropriately allocated between the parties to the arbitration by the arbitrator in his or her discretion. However, in every other regard, each party shall pay for and bear its own costs and legal fees, costs, and expenses. The arbitration shall be completed within one hundred twenty (120) days of either giving notice or filing a demand to arbitrate with the American Arbitration Association (whichever shall first occur). The arbitrator award shall be binding and may be entered as a judgment in any court of competent jurisdiction. The testimony, evidence, ruling, and all documentation regarding any arbitration shall be considered confidential information. Neither party may use, disclose, or divulge any such information unless otherwise required by law.

## **26. Class Action Waiver**

To the fullest extent permitted by law, no arbitration under these Terms of Service shall be joined to an arbitration involving any other party subject to these Terms of Service, whether through class arbitration proceedings or otherwise. You agree to an arbitration on an individual basis. In any dispute, NEITHER YOU NOR WE WILL BE ENTITLED TO JOIN OR CONSOLIDATE CLAIMS BY OR AGAINST OTHER USERS IN COURT OR IN ARBITRATION OR OTHERWISE PARTICIPATE IN ANY CLAIM AS A CLASS REPRESENTATIVE, CLASS MEMBER, OR IN A PRIVATE ATTORNEY GENERAL CAPACITY. The arbitral tribunal may not consolidate more than one (1) personal claims, and may not otherwise preside over any form of a representative or class proceeding. The arbitral

tribunal has no power to consider the enforceability of this class arbitration waiver and any challenge to the class arbitration waiver may only be raised in a court of competent jurisdiction.

## **27. Miscellaneous**

The division of these Terms of Service into sections and the headings of the various sections in these Terms of Service are for convenience of reference only and shall not affect the construction or interpretation of these Terms of Service. You acknowledge and agree that any principle of construction or rule of law that provides that an agreement shall be construed against the drafter of the agreement in the event of any inconsistency or ambiguity in such agreement shall not apply to these Terms of Service. Our failure to insist upon or enforce strict performance of any provision of these Terms of Service shall not be construed as a waiver of any provision or right. Neither the course of conduct between the parties nor trade practice shall act to modify any of these Terms of Service. We may assign our rights and duties under these Terms of Service to any party at any time without notice to you and without your express consent. You will not assign any of your rights or delegate any of your obligations under these Terms of Service without our prior written consent. Any purported assignment or delegation in violation of this Section is null and void. No assignment or delegation relieves you of any of your obligations under these Terms of Service. There shall be no third-party beneficiaries to these Terms of Service. Any provision of these Terms of Service that contemplates performance or observance subsequent to any expiration or termination of these Terms of Service, or which is otherwise necessary to interpret the respective rights and obligations of the parties hereunder, shall survive any expiration or termination of these Terms of Service and continue in full force and effect. If any provision of these Terms of Service shall be held unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from these Terms of Service and shall not affect the validity and enforceability of any remaining provisions. These Terms of Service, together with our Privacy Notice and all other documents incorporated herein by reference, constitute the entire agreement between the parties pertaining to the subject matter hereof and supersede in their entirety any and all written or oral agreements previously existing between the parties with respect to such subject matter.

## **28. Questions**

If you have any questions or comments regarding these Terms of Service or the Services, please feel free to contact City of Fowler Customer Service.