

**FOWLER CITY COUNCIL MEETING  
AGENDA  
FEBRUARY 2, 2021  
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.)

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

4. Communications

5. Staff Reports

A) City Engineer's Report

- 1)
  - Consider Adoption of Resolution No. 2490, "A Resolution of the City Council of the City of Fowler Approving Final Tract Map No. 6188 and Accepting Street Dedication and Easements"
  - Approve Retention Basin Agreement for Tract 6188 and Authorize the City Manager to Execute on Behalf of the City
- 2) First Reading of Ordinance No. 2021-01 Amending the Title of Chapter 2 of Title 7, and Adding Chapter 4 to Title 7 of the Fowler Municipal Code Pertaining to Requirements for Installation and Relocation of Utility Facilities Underground
- 3) Provide Staff Direction Regarding Parking Strategies within the Downtown Area on Merced Street between 5<sup>th</sup> Street and 7<sup>th</sup> Street

B) City Manager's Report

- ◆ COVID-19 Update

C) Public Works Director's Report

D) Finance Department Report

E) Police Department Report

F) Fire Department Report

6. City Attorney's Report

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

A) Ratification of Warrants – February 2, 2021

B) Approve Minutes of the City Council Special Meetings – January 5, 2021, January 12, 2021, and January 26, 2021

C) Adopt Resolution No. 2487, "A Resolution of the City Council of the City of Fowler Declaring Real Property Located at 131 North 6<sup>th</sup> Street to be Surplus Property and Directing the City Manager to Send Notices of Availability Pursuant to Government Code Section 54220, ET SEQ."

- D) Approve Resolution No. 2488, A Resolution of the City Council of the City of Fowler, County of Fresno, State of California Confirming Assessments for Nuisance Abatement Costs for Violations for Property Related to a Public Nuisance as Provided Within Section 5, Chapter 23 of the Fowler Municipal Code; 403 South 5<sup>th</sup> Street, Fowler, CA, APN No. 343-253-09"
  - E) Approve Resolution No. 2489, "A Resolution of the City Council of the City of Fowler Approving Development and Planning Fees for 2021"
  - F) Approve the City of Fowler's Fire Station Project Constructed by Klassen Corporation and Authorize the City Engineer to File the Notice of Completion
8. Committee Reports (No action except where a specific report is on the agenda)
- ♦ Approve Mayor's recommendation to appoint Cesar Rodriguez and Adriana Prado to the Planning Commission (unscheduled vacancies to the Planning Commission)

Mayor Cardenas  
Mayor Pro-Tem Rodriguez  
Councilmember Kazarian  
Councilmember Mejia  
Councilmember Parra

9. Adjournment

Next Ordinance No. 2021-02

Next Resolution No. 2491

*CERTIFICATION: I, Corina Burrola, Deputy City Clerk of the City of Fowler, California, hereby certify that the foregoing agenda was posted for public review on Friday, January 29, 2021.*



Corina Burrola  
Deputy City Clerk

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**STAFF REPORT**

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**DATE:** JANUARY 28, 2021  
**TO:** MAYOR AND CITY COUNCIL  
**FROM:** DAVID PETERS, CITY ENGINEER  
**RE:** TRACT 6188 FINAL MAP

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REQUESTED COUNCIL ACTION:

Consider the acceptance of the final map for Tract 6188;

1. Adopt Resolution No. 2490 approving the final map for Tract 6188 accepting on behalf of the public the streets and easements as offered on the map in accordance with the terms of the dedications.
2. Authorize the City Engineer to transmit the Final Map of Tract 6188 and associated documents to the Fresno County's Recorder's Office for recording.
3. Authorize the City Manager to execute both the Subdivision Agreement and Retention Basin Agreement on behalf of the City.

DISCUSSION:

The applicant, Sunshine Raisin Corporation, a California Corporation, is proposing to develop a 76 lot subdivision in the northeast corner of the Adams Avenue / Armstrong Avenue intersection in the northeast part of Fowler.

The applicant has complied with the conditions of approval of the tentative tract map. These conditions, in addition to many other requirements, direct the project to mitigate its project traffic impacts to the intersection of Adams Avenue / Armstrong Avenue through the payment of a fair share contribution to future capacity improvements at the intersection.

The project will direct drainage to an off-site drainage basin adjacent to the proposed subdivision. A Retention Basin Agreement has been developed between the developer and the City to ensure the basin property will be operated and maintained consistently to accept drainage discharges from the project.

The applicant has submitted the public improvement plans and the final map to the City, both of which have been reviewed and approved by the City Engineer. A public park will be

developed as part of the subdivision. A conceptual plan of the park improvement is attached. The Council is required by law to accept the final map unless they can site deficiencies in the final documents.

A subdivision agreement has been prepared for the development because the off-site improvements have not yet been constructed. The subdivision agreement requires that the applicant post bonds or instruments of security with the City in order to guarantee the construction of the improvements, which have been submitted to the City. The subdivision agreement also sets forth the development fees that the applicant must pay to the City prior to the delivery of the final map to the County Recorder.

The applicant has paid development fees as described above and in accordance with City fee resolutions. These fees will provide for review costs by the City and other capital improvement requirements.

The subdivision is zoned residential, and complies with the City's General Plan.

Following acceptance of this map by the City, the City Engineer shall deliver the final map and subdivision agreement to the Fresno County Recorder for recordation.

Attachments:

1. Resolution of Acceptance
2. Subdivision Agreement
3. Final Map Tract 6188
4. Retention Basin Agreement
5. Conceptual Park Improvement Plan

DP

**RESOLUTION NO. 2490**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FOWLER APPROVING FINAL TRACT MAP NO. 6188 AND ACCEPTING STREET DEDICATION AND EASEMENTS**

WHEREAS, Sunshine Raisin Corporation, a California Corporation, the Owner and Subdivider, has presented to the City Council of the City of Fowler, a Municipal Corporation, a Final Map of Tract No. 6188 for approval by the City Council; and

WHEREAS, the City Engineer has verified that all of the provisions of the Subdivision Map Act and of Chapter 4, "Subdivisions," of the Fowler Municipal Code have been complied with, and that said Final Map is substantially the same as the Tentative Map thereof, as previously approved by the City Council and Planning Commission; and

WHEREAS, certain streets to be developed in Tract Map No. 6188 have been offered for dedication to the City of Fowler; and

WHEREAS, the Fowler Subdivision Ordinance requires that street dedications and easements be accepted by the City Council; and

WHEREAS; the City Council also determined that it would be in the best interests of the City at this time to accept the streets and easements offered for dedication on the Final Tract Map No. 6188; and

WHEREAS; the City Council hereby authorizes the City Manager to enter into the Subdivision Agreement, which has been previously executed by the Subdivider, related to the construction of public improvements associated with the subdivision.

NOW THEREFORE, BE IT RESOLVED the Final Map of Tract No. 6188 and the dedication of the street and easements offered for dedication as shown on Final Tract Map 6188 be accepted, and the Mayor and/or City Manager and City Clerk be authorized and directed to sign the documents for improvements and recordation.

Dated: February 2, 2021

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

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I, Corina Burrola, Deputy City Clerk of the City of Fowler, do hereby certify and attest that the foregoing resolution was duly passed and adopted at a regular meeting of the Fowler City Council held on February 2, 2021, by the following vote:

Ayes:  
Noes:  
Absent:  
Abstain:

Dated: February 2, 2021

\_\_\_\_\_  
Corina Burrola, Deputy City Clerk  
City of Fowler

**CITY OF FOWLER  
SUBDIVISION AGREEMENT**

TRACT NO. 6188

THIS SUBDIVISION AGREEMENT ("AGREEMENT") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2021, by and between Sunshine Raisin Corporation, a California Corporation ("SUBDIVIDER"), and the CITY OF FOWLER, a Municipal Corporation ("CITY").

**RECITALS**

A. Tentative Map No. 6188 (attached hereto as Exhibit "A") has been filed with City for a proposed division of land adjacent to the intersection of Sunnyside Avenue and Sumner Avenue which is located within the corporate limits of the City. This tentative map has been approved and is being developed in a single phase. SUBDIVIDER has requested that the CITY accept and approve the Final Map and the dedications delineated and shown on the Final Map for the use and purposes specified thereon and to otherwise approve the Final Map in order that the same may be recorded as required by law.

B. The CITY requires as a condition precedent to the acceptance and approval of the Final Map, the dedication of the streets and public improvements and easements as delineated and shown on the Final Map, and deems the same as necessary for the public use, and requires and deems as necessary for the public use that any and all streets, public improvements and easements delineated and shown on the Final Map shall be improved by the construction thereof and the installation of the improvements specified in this Agreement.

C. Certain public improvements are required to be made by SUBDIVIDER in accordance with the approved tentative map of the Subdivision and have not yet been completed. Section 66462 of the California Government Code provides, as a condition precedent to the approval of the Final Map, that the City shall require the SUBDIVIDER to enter into an agreement to complete said public improvements.

D. The SUBDIVIDER and CITY enter into this agreement to perform and complete the work and matters as hereinafter described in this Agreement, in conformance with the City of Fowler Municipal Code, which Sections by this reference are incorporated into this Agreement made a part hereof.

NOW THEREFORE, it is hereby agreed as follows:

1. Improvements. SUBDIVIDER shall construct and install all public improvements in the Subdivision as identified on the Final Map and Improvement plans in accordance with all of the requirements and standards as set forth in the approval or conditional approval of the tentative map of the Subdivision, the Fowler Municipal Code, all applicable laws, codes and regulations as determined by the City Engineer and the terms and conditions of this Agreement (collectively "Work"). In accordance with the Fowler Municipal Code, all of the Improvements shall be completed no later than twelve (12) months after the recording of the Final Map and commencement of construction. The SUBDIVIDER shall notify the City Engineer in writing two weeks (14 calendar days) prior to the commencement of construction activities. The City Engineer will then document in writing the beginning of the construction period. Construction shall commence not later than 12 months after recordation of the Final Map. Request to extend

the time for completion of the Improvements must be in written form and received by the CITY not less than thirty (30) days prior to expiration of said twelve (12) month period and shall include facts to support the extension of time for completion as required by the City Engineer. Only the City Council shall have the authority to extend such time period. The extension period shall not exceed three (3) months.

Within thirty (30) days after the SUBDIVIDER notifies the City Engineer that the required Work has been completed, the City Engineer shall inspect such Work and, if the Work has been performed in the required manner and in accordance with this Agreement, the Final Map, the Fowler Municipal Code and all other applicable laws, codes and regulations, the City Engineer shall advise the City Council that the public improvements are ready for acceptance by the CITY.

2. Inspection. The CITY shall inspect all work in accordance with Section 16 of the Fowler Municipal Code, including the SUBDIVIDER'S conformance with the CITY's standard specifications and any and all applicable conditions, standards or requirements, including, without limitation, all conditions, standards or requirements identified at the preconstruction conference held prior to commencing the Work.

As part of the inspection process, SUBDIVIDER shall retain, at its sole cost and expense, a materials testing company to perform any testing or retesting of the Work as required by the City's Department of Public Works and/or Building Official. The materials testing firm must be approved by the CITY before any testing or retesting begins. The City's Inspector shall designate the locations for compaction tests, and shall observe all testing procedures. In addition to street areas, compaction testing shall be performed in building pad areas.

The SUBDIVIDER'S Engineer shall check the grade of all streets prior to surfacing and shall, prior to surfacing, provide written confirmation to the City's Department of Public Works that the street grades conform to the approved grades. In the case of asphalt concrete surfacing, the SUBDIVIDER'S Engineer shall, prior to surfacing, set grade stakes and shall be in attendance at the time all surfacing is performed.

SUBDIVIDER shall construct all required improvements in accordance with the applicable improvement plans and specifications. Where concrete curbs and gutters are required and where driveway approaches are not constructed at the time curbs and gutters are constructed, the curb and gutter shall be continuous.

CITY shall schedule a preliminary final inspection and a deficiency list shall be compiled and submitted to the SUBDIVIDER for correction. Upon completion of all corrections or additional work as outlined by the deficiency list, the SUBDIVIDER shall certify, in writing, that all corrections have been completed and request a final inspection. Upon finding that all items have been corrected and receipt of as-built improvement plans, the Subdivision shall be placed on the City Council agenda for acceptance.

The completion of corrections indicated by the deficiency list shall not relieve the SUBDIVIDER from the responsibility of correcting any deficiency not shown on the deficiency list that may be subsequently discovered. Should the CITY require payment of additional engineering and inspection fees and costs for improvements constructed after the stated date of completion, the SUBDIVIDER must pay said additional fees and costs prior to acceptance by the City Council of the improvements.

3. Costs and Fees. The SUBDIVIDER shall be responsible for all costs and expenses associated with the Work, including, without limitation, the costs identified in the Improvement Cost Estimate attached hereto and made a part hereof and identified as Exhibit "C" to this Agreement. SUBDIVIDER agrees to all amounts identified on Exhibit "C" and agrees to pay when due, all amounts identified on Exhibit "C", including, without limitation, all CITY engineering and inspection fees.

4. Security. SUBDIVIDER agrees to furnish security, which complies with Section 66499 et. seq. of the California Government Code, and in such amounts as are required by the CITY, to guarantee the faithful performance of this Agreement including, without limitation, the construction of the Improvements and completion of the Work, and to guarantee payment to contractors, subcontractors, laborers, material men and other persons involved in the performance of the Work. In the sole discretion of the CITY and with the written authorization of the CITY, the sureties provided by the SUBDIVIDER may be released in whole or in part in the following manner:

- (a) Faithful performance sureties, not in excess of ninety percent (90%) of the estimated costs of the individual items of the Improvements and Work, may be released, or the required surety amounts may be reduced, as work is satisfactorily completed and accepted by the CITY.
- (b) Forty-five (45) days after recordation of the Notice of Completion for the Subdivision, the sureties securing the payment to contractors and subcontractors, and to persons furnishing labor, materials, or equipment, may be released if claims including, without limitation, stop notices, have not been filed.
- (c) Twenty-Five percent (25%) of the total faithful performance surety, retained as the public improvement warranty, may be released one year after the Notice of Completion for the SUBDIVISION has been recorded. In the alternative, SUBDIVIDER shall provide CITY with new warranty security of not less than twenty-five percent (25%) of the Improvement Cost Estimate identified in Exhibit "C" hereto, which security shall have a term of one (1) year from the date of recordation of the Notice of Completion for the Subdivision.

The SUBDIVIDER shall furnish, in writing, proof of adequate security deposit to all utility companies for the installation of electricity, gas, telephone, cable television and any other utility which charges are not part of the Improvement Cost Estimate set forth in Exhibit "C".

No final map shall be signed by the City Engineer or recorded until all improvement securities required by the Fowler Municipal Code and this Agreement have been received and approved by the CITY. The form of securities shall be one or the combination of forms as approved by the CITY.

5. Liability. As a condition precedent, and prior to commencement of the Work to be performed pursuant to this Agreement, SUBDIVIDER shall furnish the CITY with a certificate of insurance with a separate endorsement evidencing the following insurance coverages:

Commercial and general liability insurance with a combined single limit of not less than Two Million Dollars (\$2,000,000.00) per occurrence. Such insurance shall include

products/completed operations liability, owners and contractors protective blanket contractual liability, personal injury liability, broad form property damage coverage and explosion, collapse and underground hazard coverage. The insurance shall name the CITY, its appointed and elected officials, officers, employees and agents and Peters Engineering Group as additional insureds; and be primary with respect to any insurance or self-insurance programs maintained by the CITY, and shall protect them from claims for personal injury, death or property damage suffered by third persons or by officers, employees, agents or independent contractors of the SUBDIVIDER, and arising out of or in any way connected with the Work which is the subject of this Agreement. Such policy or policies of insurance shall specifically provide that the CITY shall receive at least thirty (30) days prior to written notice of any cancellation of such policy or policies. Any such notice shall be sent to the attention of the City Engineer. Notwithstanding an inconsistent statement in the insurance policy or certificate or subsequent endorsement attached thereto, the CITY shall be insured or named as an additional insured covering the Work which is the subject of this Agreement, whether liability is attributable to the SUBDIVIDER or to the passive or active negligence of the CITY. The insurance shall be in effect on the date of this Agreement and shall expire no sooner than one year after the date of recordation of the Notice of Completion for the Subdivision. The cost of providing all required insurance shall be borne solely by the SUBDIVIDER.

All such insurance shall provide coverage for SUBDIVIDER's obligations of indemnification as set forth in paragraph 6 of this Agreement.

The expiration or proposed cancellation of any such insurance policy or policies, for any reason whatsoever, shall constitute a material breach of this Agreement.

6. Indemnification. SUBDIVIDER hereby agrees to and shall protect, indemnify, defend and hold harmless the CITY and all officials, officers, agent, representatives and employees and Peters Engineering Group from and against any and all liability, loss, claims, expenses, or damages of whatsoever kind or character, including attorney's fees and costs of all types, in any way arising out of, or in any way related, directly or indirectly to the Work to be performed pursuant to this Agreement or the acts or omissions of the SUBDIVIDER, SUBDIVIDER'S independent contractors, employees, representatives, agents and invitees, and the passive or active negligent acts or omissions of the CITY or its officials, officers, employees, contractors, representatives, and agents while acting within the scope of their duties and regarding, in any way, the Work to be performed pursuant to this Agreement. These indemnification and hold harmless provisions shall be in full force and effect regardless of whether or not there is insurance policies covering the applicable damages, claims, or liability. This indemnification shall be binding upon the SUBDIVIDER whether or not there are any allegations of fault, negligence or liability of the parties indemnified hereunder and shall survive the completion of construction of the Improvements and completion of the Work.

SUBDIVIDER agrees that the use of any and all public streets and improvements, which are part of the Subdivision, shall be, at all times prior to the final acceptance by the CITY, the sole and exclusive risk of the SUBDIVIDER.

7. Permits and Compliance. Should SUBDIVIDER be required to perform any Work within any public rights-of-way or easements, which are located beyond the Subdivision limits, SUBDIVIDER shall satisfy any and all requirements necessary to obtain an encroachment permit from the CITY or any other agency.

The SUBDIVIDER shall install underground, all gas main services, telephone, cable television, and electrical lines, and all electrical transformers, splice boxes, pull boxes, and other existing facilities providing service to within the limits of this Subdivision.

SUBDIVIDER agrees to make all financial arrangements with Pacific Gas and Electric, Southern California Gas, Comcast Cable, ATT, and any other applicable utility company, to guarantee the installation of all utilities and services to the Subdivision. Copies of all agreements and written evidence of these financial arrangements shall be furnished to the CITY along with a composite underground utility plan prior to beginning construction of the Improvements within the limits of the subdivision.

SUBDIVIDER shall make arrangements for the relocation of all overhead and underground public utility facilities along the frontages or that interfere with the construction of the Improvements. The SUBDIVIDER shall be responsible for the full cost of relocating such utilities and facilities.

The SUBDIVIDER shall repair any damage to public streets or other public property or improvements, which results from, or is incidental to, the construction of the Improvements, or in lieu of making such repairs, the SUBDIVIDER shall pay to the CITY the full cost of such repairs.

Building permits for individual lots of the Subdivision may be issued after primary completion of the infrastructure improvements as approved by the City Engineer following inspection. Primary completion is defined as completion of all required improvements except paving, sidewalks, landscaping and street lighting.

No occupancy permit for any dwelling to be constructed within the Subdivision shall be issued until all required Work and Improvements are substantially complete subject to City Engineer approval. Substantial completion is defined as completion of all required improvements with only minor corrections known as "punch list" items remaining. No inspections or approval by the City Engineer will be deemed acceptance by the City Council.

In accordance with the Fowler Municipal Code, construction methods and materials for all Improvements shall conform to the standard plans and specifications of the CITY. Construction shall not commence until required improvements plans have been approved by the City Engineer and payment of all fees have been received by the CITY.

The Improvements shall be constructed in accordance with all applicable street, plumbing, building, electrical and zoning codes and any other applicable codes, rules or regulations of the CITY and the State of California.

The SUBDIVIDER shall require contractors and subcontractors to provide and maintain barricades and warning signs to protect and warn the public of construction hazards. Traffic control shall conform to a traffic control plan approved by the City Engineer. If in the opinion of the City Engineer, proper barricades and warning signs are not being provided, the Contractor will be required to immediately stop work until proper traffic control is provided and approved by the City Engineer.

The SUBDIVIDER shall require all contractors and subcontractors to conform to the applicable provisions of the California Occupational Safety and Health Act ("OSHA"). On site inspection of the work will be requested of OSHA officials and all work subject to this Agreement

shall immediately stop if, in the opinion of the City Engineer, any such work is being performed in violation of OSHA, or when appropriate safety measures are not being utilized for the Work.

SUBDIVIDER shall be responsible for obtaining an NPDES permit for construction sites in excess of one acre, and shall develop a dust control plan and erosion control plan to mitigate soil migration from the Subdivision. SUBDIVIDER shall be responsible for soil and erosion control throughout the one-year warranty period called for in this Agreement. The SUBDIVIDER shall sweep the streets and alleys periodically throughout the one-year warranty period, at a minimum frequency of once per month.

The SUBDIVIDER and its contractors and subcontractors shall pay for any materials, provisions and other supplies used in, upon, for, or about the performance of the Work, and for any and all work or labor associated therewith and for all amounts due under the worker's compensation and the unemployment insurance acts and all other applicable laws or regulations of the State of California or the United States with respect to such work or labor, including, without limitation, as required by Section 3200 of the California Labor Code and Section 4200 of the California Government Code.

The SUBDIVIDER shall provide and plant one street tree per lot at a location approved by the City's Building Official. The trees shall be planted at the time the dwelling unit on the lot is occupied and shall be selected from a street tree list provided by the CITY. Trees shall be furnished with root barriers and watered via a City approved irrigation system for each lot.

The SUBDIVIDER shall install streetlights in the Subdivision. A streetlight plan shall be submitted to the City Engineer for review and approval. Streetlights shall be LED and be furnished and installed in accordance with CITY, PG&E and Caltrans' standards. The street lighting system shall become the property of the CITY upon completion and acceptance of the work, without further consideration to SUBDIVIDER. SUBDIVIDER'S contract with PG&E ("PG&E" Contract) for the furnishing of electrical power to the Subdivision shall specifically state that all streetlights shall become the property of the City. Each street light shall be furnished with an electrical pull box and grounding rod. The SUBDIVIDER shall number the street light poles in accordance with PG&E requirements. The PG&E Contract shall identify a maintenance rate schedule for the streetlights of LS2C.

Fencing improvements shall be constructed in accordance with City Standards, with appropriate fencing offsets to be provided for sanitation and garbage collection service to each lot, including allowance for approved number and/or style of garbage cans, green waste, and recycling containers. Fencing improvements shall be constructed in such a manner as to eliminate any dirt strip between the fence and the adjacent alley. Where framing improvements face the alley, the SUBDIVIDER shall construct a concrete mow strip in accordance with City standards between the fence and the alley paving. When new homes abut existing homes, developer shall coordinate with the existing homeowners and make arrangements for improvements to or replacement of fence between the homes.

The SUBDIVIDER shall furnish to the CITY a set of reproducible as-built plans for all street improvements ("Street Plans"). The Street Plans shall be original ink on vellum or mylar copies. The Street Plans shall include the location of all underground utilities, finished grades for all curb returns and building pads. The SUBDIVIDER'S engineer shall provide a copy of the tract, in digitized format (AutoCAD 2020 or equivalent format as approved by the City Engineer) to the City prior to final acceptance of the Improvements and Work by the City.

SUBDIVIDER agrees to install security devices, acceptable to the City of Fowler Public Works Department in order to protect streetlight and water meter facilities from vandalism.

Prior to the acceptance of the Work and release of the security, the SUBDIVIDER shall provide to the CITY a certification from its engineer that all work and the construction and installation of all Improvements conform with the approved plans for the Subdivision and the recommendations contained in the Preliminary Soils Reports. A certification shall also be furnished by the SUBDIVIDER'S engineer that all utility trenches have been uniformly compacted to the percentages specified in the City Standards.

SUBDIVIDER agrees that the City shall inspect all Work and Improvements. All of said Work and Improvements and materials shall be completed, performed and installed under the inspection of and to the satisfaction of the City Engineer. It shall further be the responsibility of SUBDIVIDER to give the City Engineer written notice not less than two (2) working days in advance of the actual date on which Work is to be started to allow for arrangements for appropriate and adequate inspection services. SUBDIVIDER'S failure to notify the City Engineer may cause inspection delays for which SUBDIVIDER will be solely responsible.

Defective work shall be made good, and unsuitable materials may be rejected, notwithstanding the fact that such defective work and unsuitable materials may have been previously overlooked or approved by the City Engineer or inspector. Any damage to the sewer system, water system, storm drainage facilities, concrete work, street paving, or any other improvements that occurs after installation shall be made good to the satisfaction of the City Engineer by SUBDIVIDER before final acceptance of completed work by the City Council. Defective work appearing after final acceptance shall be repaired/replaced under the warranty provisions herein. Upon final acceptance by the City Council of all Work and Improvements as provided herein, SUBDIVIDER shall warrant said Work and Improvements from any defects in materials or workmanship for a period of one (1) year following said acceptance, and a one-year warranty bond shall be furnished by SUBDIVIDER to the City as herein provided herein.

8. Other Conditions. The SUBDIVIDER shall annex the Subdivision to the City's Landscape and Storm Drainage Maintenance District for the provision of maintenance of the landscape areas. The SUBDIVIDER shall provide a signed and notarized covenant and consent for annexation of the Subdivision to the Landscape Maintenance District. The SUBDIVIDER shall notify every potential buyer of lots within the Subdivision that the Subdivision is part of a Landscape Maintenance District. The SUBDIVIDER shall provide the City with a signed copy of such notice indicating acceptance of the notice by the buyer.

SUBDIVIDER shall ensure that all solid waste is collected and disposed of by the City's contract agent, Waste Management, as required by Section 6-2.307 of the Fowler Municipal Code. If SUBDIVIDER uses persons or companies other than Waste Management for general clean up, SUBDIVIDER shall ensure that all solid waste is collected and disposed of by Waste Management.

The City Engineer is assumed to be a just arbitrator between CITY, SUBDIVIDER and SUBDIVIDER'S Contractor (herein "Contractor") and the entire work is under his jurisdiction to such end. It is his function to interpret the drawings and specifications; pass upon merits of materials and workmanship.

It is agreed that all conditions of approval of the Tentative Map and any Site Plan Review shall apply to and be included in the Agreement.

9. Scheduling. It shall be the responsibility of the SUBDIVIDER to coordinate all Work performed by its contractors and subcontractors, such as scheduling the sequence of operations and the determination of liability of one contractor or subcontractor operation delays another. In no case shall representatives of the CITY be placed in the position of making decisions that are the responsibility of the SUBDIVIDER. It shall further be the responsibility of the SUBDIVIDER to give the City Engineer written notice not less than two (2) working days in advance of the actual date on which work is to be started. Failure on the part of the SUBDIVIDER to notify the City Engineer may cause delay for which the SUBDIVIDER shall be solely responsible.

10. Soil and Dust Control Provisions. The SUBDIVIDER is responsible for arrangement for and payment of all CITY required soil tests at locations as determined by the City Engineer. Payment for said tests shall be made directly by the SUBDIVIDER to the certified testing firm of the SUBDIVIDER'S choice.

Adequate dust control shall be maintained by the SUBDIVIDER on all streets and areas, including, without limitation, undeveloped lots within the Subdivision and all streets outside of the Subdivision, from the time Work is first commenced until all work is completed. "Adequate dust control" as used herein shall mean the sprinkling of the streets with water or approved dust palliative with sufficient frequency to prevent the scattering of dust by wind or the activity of vehicles and equipment onto any street area or private property adjacent to the Subdivision. Whenever, in the opinion of the City Engineer, adequate dust control is not being maintained on any street or streets, or other areas of the Subdivision, the City Engineer shall give notice to the SUBDIVIDER to comply with these provisions, or, at the election of the City Engineer, notice may be mailed to the SUBDIVIDER at his address on file with the City Engineer. If, within twenty-four (24) hours after personal service or within forty-eight (48) hours after mailing of notice, the SUBDIVIDER has not commenced to maintain adequate dust control or at any time thereafter fails to maintain adequate dust control, the City Engineer may, without further notice of any kind, cause any street or streets to be sprinkled with water or an approved dust palliative as may be deemed necessary by the City Engineer to eliminate the scattering of dust. Such dust control shall be performed by equipment and personal of the CITY or by contract as the City Engineer shall determine, and the SUBDIVIDER agrees to pay to CITY, upon receipt of the billing therefore, the entire cost to the CITY of such dust control.

When the surfacing on any existing street is disturbed, SUBDIVIDER shall immediately replace the surfacing with temporary surfacing and permanently pave the existing street within fourteen (14) calendar days thereafter. All streets shall be maintained in a safe and passable condition at all times between the commencement of construction of Improvements and final completion thereof.

11. Reimbursement. If the City Municipal Code provides SUBDIVIDER with the right to receive cash reimbursement or Development Impact Fee credit because of the construction of certain Improvements or the oversizing thereof, SUBDIVIDER must request payment of the cash reimbursement or preparation of a reimbursement agreement, whichever is applicable, or the Development Impact Fee credit. Such request must be made in writing and received by the City Engineer prior to the date of final acceptance of all Improvements by FOWLER City Council. SUBDIVIDER agrees that should it fail to make such written request by the date identified herein, SUBDIVIDER forever waives it's right to request and receive any reimbursement, reimbursement agreement or Development Impact Fee credit.

The following items are eligible for reimbursement related to this Subdivision:

- a. 50% of eligible park improvement costs (estimated to be \$203,497) to be credited towards park impact fees.

12. Prevailing Wage Laws, Rules and Regulations. SUBDIVIDER shall comply with and shall require all contractors to comply with all prevailing wage laws, rules and regulations applicable to the Subdivision, the Work and the Improvements. Unless otherwise advised in writing by the CITY, SUBDIVIDER shall be solely responsible for making any and all decisions regarding the payment of prevailing wages for any portion or aspect of the Subdivision, Work or Improvements, including, without limitation, any form of reimbursement by the CITY to the SUBDIVIDER or any contractor. Further, SUBDIVIDER will be solely responsible for the payment of any claims, fines, penalties, reimbursements, payments or any other actions that may be initiated against SUBDIVIDER, any contractor, or the CITY as a result of failure to pay prevailing wages.

SUBDIVIDER shall defend, indemnify and hold harmless the CITY, Peters Engineering Group, its officials, officers, employees, representatives, agents and attorneys from and against any and all claims, damages, losses, judgments, liabilities, expenses and other costs, including, without limitation, litigation costs and attorney's fees arising out of, resulting from or in any way in connection with any violation or claim of violation of any prevailing wage law, rule or regulation applicable to any portion or aspect of the Subdivision, the Work or the Improvements. SUBDIVIDER's obligation to defend, indemnify and hold the CITY harmless specifically includes, but is not limited to, any suit or administrative action against the CITY which claims a violation of any prevailing wage law, rule or regulation applicable to any portion or aspect of the Subdivision, Work or Improvements.

SUBDIVIDER's obligations to defend, indemnify and hold the CITY, Peters Engineering Group, its officials, officers, employees, representatives, agents and attorneys harmless as set forth herein, shall include, but shall not be limited to, staff time, copying costs, court costs, the costs of any judgments or awards against the CITY for damages, losses, litigation costs or attorney fees arising out of any violation or claim of violation of any prevailing wage law, rule or regulation applicable to any portion or aspect of the Subdivision, Work or Improvements and costs of any settlement representing damages, litigation costs and attorney's fees to be paid to other parties arising out of any such proceeding or suit.

The CITY may, at any time, require the SUBDIVIDER to reimburse the CITY for costs that have been, or which the CITY reasonably anticipates will be, incurred by the CITY during the course of any action. SUBDIVIDER shall reimburse the CITY within thirty (30) days of receipt of an itemized written invoice from the CITY. Failure of the SUBDIVIDER to timely reimburse the CITY shall be considered a material breach of this Agreement. All of the provisions of this paragraph 12 shall survive the completion of construction of the Improvements and completion of the Work.

13. Sole and Only Agreement. This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the matters set forth herein and contains all of the covenants and agreements between the parties regarding such matters. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or in writing, have been made by any party or

anyone acting on behalf of any party which are not embodied in this Agreement and no other agreement, statement or promises shall be valid or binding.

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

15. Attorneys' Fees. If an action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees, costs and necessary disbursements in addition to any other reasonable relief to which he may be entitled. With respect to any suit, action or proceeding arising out of or related to this Agreement, or the documentation related hereto, the parties hereby submit to the jurisdiction and venue of the Superior Court in the County of Fresno, State of California for any proceeding arising hereunder.

16. Successors and Assigns. The covenants and agreements contained in this Agreement shall be binding upon and shall inure to the benefit of the heirs, successors and assigns of the parties hereto. This Agreement shall not be assigned by SUBDIVIDER without the express prior written consent of CITY, which consent may be withheld in the sole and absolute discretion of CITY.

17. Governing Law. This Agreement shall be construed and governed pursuant to the laws of the State of California.

18. Time of the Essence. Time is of the essence of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the \_\_\_\_ day of \_\_\_\_\_, 2021.

CITY OF FOWLER

SUBDIVIDER

FOWLER CITY MANAGER

Sunshine Raisin Corporation, a California Corporation, it's General Partner

By: \_\_\_\_\_  
Jeannie Davis

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

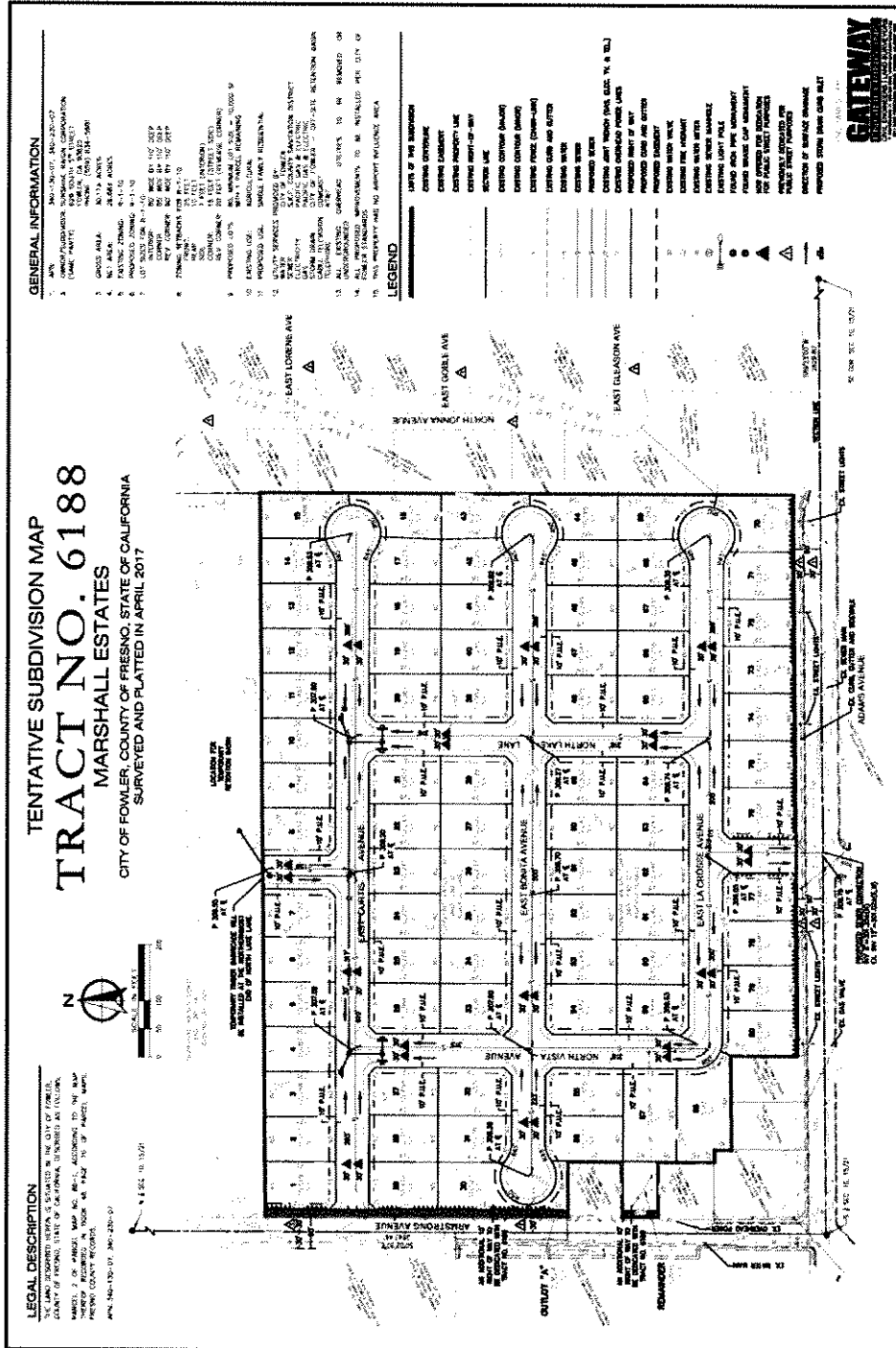
APPROVED AS TO CONTENT:

ATTEST:

By: \_\_\_\_\_  
David Peters, PE  
City Engineer, City of Fowler

By: \_\_\_\_\_  
Fowler Deputy City Clerk

EXHIBIT 'A'  
TENTATIVE TRACT MAP



## EXHIBIT "B"

### IMPROVEMENT COST ESTIMATE

Estimated construction costs used in this Agreement are increased for projected inflation computed to the estimated mid-point of construction.

#### ESTIMATED CONSTRUCTION COST

##### Site Preparation

Construction of all rough grading, fencing, and wall improvements as shown on the approved improvement plans and in accordance with City Standards and Specifications.

\$ 366,130.00

##### Sanitary Sewer System

Construction of all sanitary sewerage facilities as shown on the approved improvement plans in accordance with City Standards and Specifications.

\$ 267,008.00

##### Storm Drainage System

Construction of underground cross drains, storm sewerage conductor, and disposal facilities as shown on the approved improvement plan in accordance with City Standards and Specifications.

\$ 114,430.00

##### Water System

Install all water mains, hydrants, services and appurtenances as shown on the approved Improvement Plans in accordance with City Standards and Specifications.

\$ 331,262.00

##### Dry Utilities

Install all gas, electric, telephone, cable, street lights, and other dry utilities as shown on the approved Improvement Plans in accordance with City and Utility Standards and Specifications.

\$ 494,000.00

##### Street Construction

Construct Type "B" asphalt concrete surfacing over Class 2 aggregate base, curb and gutter, sidewalk, wheelchair ramps, drive approaches, valley gutters, streetlights and misc. improvements as shown on the approved Improvement Plans in accordance with City Standards and Specifications.

\$ 802,404.00

**Total Estimate Construction Costs =**

**\$ 2,375,234.00**

### SECURITY REQUIREMENTS

Performance	\$ <u>2,375,234.00</u>
Labor and Material	\$ <u>1,187,617.00</u>
Warranty	\$ <u>593,808.50</u>
Monumentation Security	\$ <u>10,000.00</u>

### PLAN CHECK AND INSPECTION FEE

Improvement Plan Check and Inspection Fees (3%) = \$71,257.00  
Less Previously Paid = \$7,000.00  
Total Due = \$64,257.02

Actual plan check and inspections fees in excess of the total amount provided herein shall be invoiced to the Owner by the City for Payment prior to acceptance of the improvements.

### DEVELOPMENT FEES

All development fees are due and payable at the time of issuance of a building permit. Development fees will be determined using the fee schedule in effect at the time of payment.

RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:

CITY OF FOWLER  
128 South 5th Street  
Fowler, CA 93625  
Attn: Public Works Director

NO RECORDING FEES IN ACCORDANCE  
WITH CALIFORNIA GOVERNMENT  
CODE SECTIONS 6103 AND 27383

Space above for Recorder's Use

The undersigned grantor(s) declare(s):  
DOCUMENTARY TRANSFER TAX IS \$0

#### RETENTION BASIN AGREEMENT

THIS RETENTION BASIN AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2020, by and between Sunshine Raisin Corporation, a California corporation hereinafter called the "Owner", and the City of Fowler, a \_\_\_\_\_ hereinafter called the "City."

#### RECITALS

WHEREAS, the Owner owns a fee simple interest in all the land more particularly described on Exhibit "A" attached hereto and incorporated herein (the "Property").

WHEREAS, the Property is located adjacent to a proposed residential subdivision identified as Tract Map No. 6188 (Marshall Estates) in the City of Fowler, County of Fresno ("Benefitted Residential Project"). The Benefitted Residential Project has been approved for development subject to a City imposed Condition of Approval requiring the construction and long-term maintenance of a retention basin within the Property ("Retention Basin"), which retention basin shall be constructed in substantial accordance with the Improvement Plans dated March 2, 2020, as may be modified based upon requirements of the City ("Improvement Plans"). The Retention Basin will service the Benefitted Residential Project until such time as the Benefitted Residential Project is connected to a permanent public storm drain basin to service the Benefitted Residential Project.

WHEREAS, it has been agreed that Owner shall cause the Retention Basin to be constructed within the portion of the Property more particularly described on Exhibit "B" attached hereto and incorporated herein ("Retention Basin Easement Area").

WHEREAS, upon completion of construction of the Retention Basin, the City desires to establish an easement for public drainage into the Retention Basin, and to and thereafter impose covenants upon the Property to ensure Owner does not remove or alter the Retention Basin, and to further ensure Owner adequately maintains such Retention Basin in accordance with all City requirements.

#### AGREEMENT

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants contained herein, and for other good and valuable consideration, and the following terms and conditions, the parties hereto agree as follows:

1. Construction of Retention Basin. Owner shall cause the Retention Basin to be constructed by Owner concurrently with the construction of the Benefitted Residential Project, and in accordance with the plans and specifications identified in the Improvement Plans. The construction of the Retention Basin shall

include, without limitation, construction and installation of pipes and channels to adequately convey storm water from the Benefitted Residential Project to the Retention Basin and all structures and related improvements.

2. Grant of Drainage Easement. Effective upon completion of the Retention Basin as evidenced by a letter from the civil engineer of record stating that the Retention Basin is built in accordance with the Improvement Plans, Owner hereby grants to the City an easement for public drainage purposes on, over, under, through and across the Retention Basin Easement Area. Owner acknowledges and agrees that the City shall have an easement and right to drain water from the public storm water system from the Benefitted Residential Project into the Retention Basin in perpetuity, unless this Agreement is terminated pursuant to the provisions of Section 14 below.

3. Owner Maintenance Obligations. The Owner shall adequately maintain the Retention Basin at Owner's sole cost and expense. Adequate maintenance is herein defined as good, clean, working condition so that the Retention Basin and associated improvements are performing their designed functions and includes, without limitation, the maintenance and repair requirements of the Owner as set forth in Exhibit "C" attached hereto and made a part hereof (collectively "Maintenance Requirements").

4. Grant of Easement and Right to Inspect and Cure. The Owner hereby grants an easement to the City and its authorized agents, employees and contractors to enter upon the Property and to enter the Retention Basin Easement Area to inspect the Retention Basin whenever the City deems necessary. The City shall provide the Owner copies of the inspection findings and a directive to commence required repairs or maintenance and the date such repairs and maintenance must be completed ("R & M Notice"). In the event the Owner fails to maintain and repair the Retention Basin and the Retention Basin Easement Area as required by this Agreement, or after delivery of a R & M Notice and the lapse of the time period identified in the R & M Notice the Owner has failed to perform the maintenance and repairs, the City may enter upon the Property and take whatever actions it deems necessary to perform the repairs and maintenance identified in the R & M Notice and charge the costs of such repairs and maintenance to the Owner. City shall provide Owner with a written invoice identifying the costs incurred by the City in performing such repairs and maintenance, including, without limitation, City employee costs, and Owner shall pay to the City all amounts identified in the invoice within thirty (30) days after the date of the invoice.

This provision shall not be construed to allow the City to erect any new or additional structure of a permanent nature on the land of the Owner or to perform any work whatsoever outside of the Retention Basin Easement Area. It is expressly understood and agreed that the City is under no obligation to maintain or repair any portion of the Retention Basin or the Retention Basin Easement Area and associated facilities, and in no event shall this Agreement be construed to impose any such obligation on the City.

5. Reimbursement Obligation. In the event that pursuant to this Agreement the City performs work of any nature, or expends any funds in performance of said work for labor, use of equipment, supplies, materials, and the like, the Owner shall reimburse the City within thirty (30) days after demand therefore.

6. Indemnity and Hold Harmless. This Agreement imposes no liability of any kind whatsoever on the City and the Owner agrees to hold the City harmless for the design, construction, operation, maintenance, repair or use of the Retention Basin and the Retention Basin Easement Area and all other stormwater management facilities to be developed, constructed or used by the Owner for the Property. Owner shall indemnify, defend and hold harmless the City, its officials, officers, employees, and agents ("City Parties") from any direct or indirect loss, damage, liability, claims and expense and attorney's fees for any kind whatsoever, arising out of the design, construction, operation, maintenance, repair, condition or use of the Retention Basin and the Retention Basin Easement Area including any non-performance of this Agreement by Owner. Owner's obligation to indemnify the City Parties under this Section 6 shall apply to all Owner obligations under Section 15 of this Agreement.

7. Covenants Running with the Land. This Agreement, and all the terms and conditions of this Agreement, shall be covenants running with the land and shall be binding upon the Owner and all successors and assigns of the Owner and all successive owners of the Property who shall assume and be

bound by all the provisions of this Agreement, including, without limitation, all obligations and responsibilities of maintaining, repairing and operating said Retention Basin and the Retention Basin Easement Area in accordance with the provisions of this Agreement.

8. Severability. In the event any Court of competent jurisdiction declares any part of this Agreement to be unenforceable, such declaration shall not affect the enforceability of the remaining provisions of this Agreement.

9. No Third Party Beneficiaries. This Agreement does not and shall not be deemed to confer upon or grant to any third party any right, whatsoever, including without limitation, any right to claim damages or to bring any lawsuit, action or other proceeding against the City, the Owner, or any respective successors and assigns of the City or the Owner because of any breach hereof or because of any terms, covenants, agreements or conditions contained herein.

10. California Law. The laws, rules, and regulations of the State of California shall be applicable in the enforcement, interpretation, and execution of this Agreement.

11. Attorney's Fees. If any party to this Agreement shall take any action to enforce this Agreement or bring any action or commence any proceeding for any relief against any other party, declaratory or otherwise, arising out of this Agreement, the losing party shall pay to the prevailing party a reasonable sum for attorneys' and experts' fees and costs incurred in taking such action, bringing such suit and/or enforcing any judgment granted therein, all of which shall be deemed to have accrued upon the commencement of such action and shall be paid whether or not such action is prosecuted to judgment. Any judgment or order entered in such action shall contain a specific provision providing for the recovery of attorneys' and experts' fees and costs and such amounts due hereunder shall be determined by a court of competent jurisdiction and not by a jury. For the purposes of this Section, attorneys' and experts' fees and costs shall include, without limitation, fees incurred in the following: (a) post-judgment motions; (b) contempt proceedings; (c) garnishment, levy, and debtor and third party examinations; (d) discovery; (e) bankruptcy litigation; and (f) appeals. Venue shall be in Fresno County, California.

12. No Other Agreement. This Agreement supersedes any and all other agreements, either oral or in writing between the parties hereto with respect to the matters set forth herein and contains all of the covenants and agreements between the parties regarding said matters.

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

14. Termination. In the event the Benefitted Residential Project is connected to a public storm drain system that provides drainage to an alternative public retention basin, which connection may occur in the City's sole and absolute discretion, the City and Owner shall cooperate to terminate this Agreement and upon such termination, this Agreement shall be of no further force and effect.

15. Notice. Any notice, consent, authorization, or other communication to be given hereunder shall be in writing and shall be deemed duly given and received when delivered personally, when transmitted by facsimile or email if receipt is verified, one (1) business day after being deposited for next-day delivery with a nationally recognized overnight delivery service, or three (3) business days after being mailed by first class mail, charges and postage prepaid, properly addressed to the party to receive such notice at the last address furnished for such purpose by the party to whom notice is directed and addressed as follows:

City of Fowler:

CITY OF FOWLER  
128 South 5th Street  
Fowler, CA 93625

Owner:

Sunshine Radson Corporation  
Attention: Linda Kay Abdulian  
626 S. 5th St.  
Fowler, CA 93625

Attn: Public Works Director

Telephone: 559-834-5981  
Email: labdulian@nationalraisin.com

With a copy to:

CITY OF FOWLER  
128 South 5th Street  
Fowler, CA 93625  
Attn: City Manager

With a copy to:

Fennemoore Douling Aaron  
8080 W. Palm Ave. Third Floor  
Fresno, CA 93711  
Attention: Christopher A. Brown  
Telephone: 559-432-4500  
Fax: 559-432-4590  
Email: cbrown@FCLaw.com

The parties hereto may change their address as set forth in this paragraph by providing the other party with written notice thereof.

16. Neither Owner nor any successive owner of the Property shall cause, permit or allow any toxic or Hazardous Substances, as defined by applicable Federal, State or local law, rule, regulation or ordinance, to be brought upon, treated, kept, stored, disposed of, discharged, released, generated, applied or used upon, about or beneath the Property or any portion thereof including, without limitation, the Retention Basin and the Retention Basin Easement Area.

IN WITNESS WHEREOF, the parties have executed this Agreement as set forth below.

CITY:

OWNER:

Sunshine Raisin Corporation

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

By: L S Asceen  
Name: Lindakay Abdulian  
Its: President  
Dated: 1-27, 2020

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

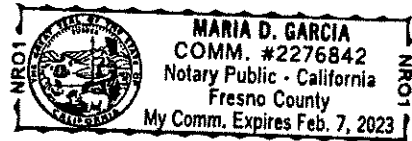
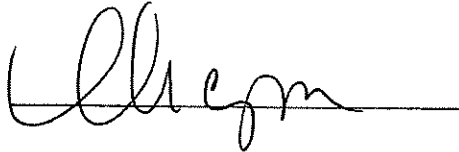
State of California )  
County of Fresno )

On Jan 27<sup>th</sup> 2021 before me, Maria D Garcia, a Notary Public, personally appeared Linda Kay Abdulian, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
County of \_\_\_\_\_ )

On \_\_\_\_\_, before me, \_\_\_\_\_, a Notary Public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_

## **EXHIBIT "A"**

### **Parcel 1:**

Lot 10 of Norris Colony in Section 10, Township 15 South, Range 21, East, Mount Diablo Base and Meridian, in the County of Fresno, State of California, according to the map thereof recorded April 8, 1886 in Book 2 Page 28 of Plats, Fresno County Records.

Excepting therefrom that portion of said lot bounded as follows:

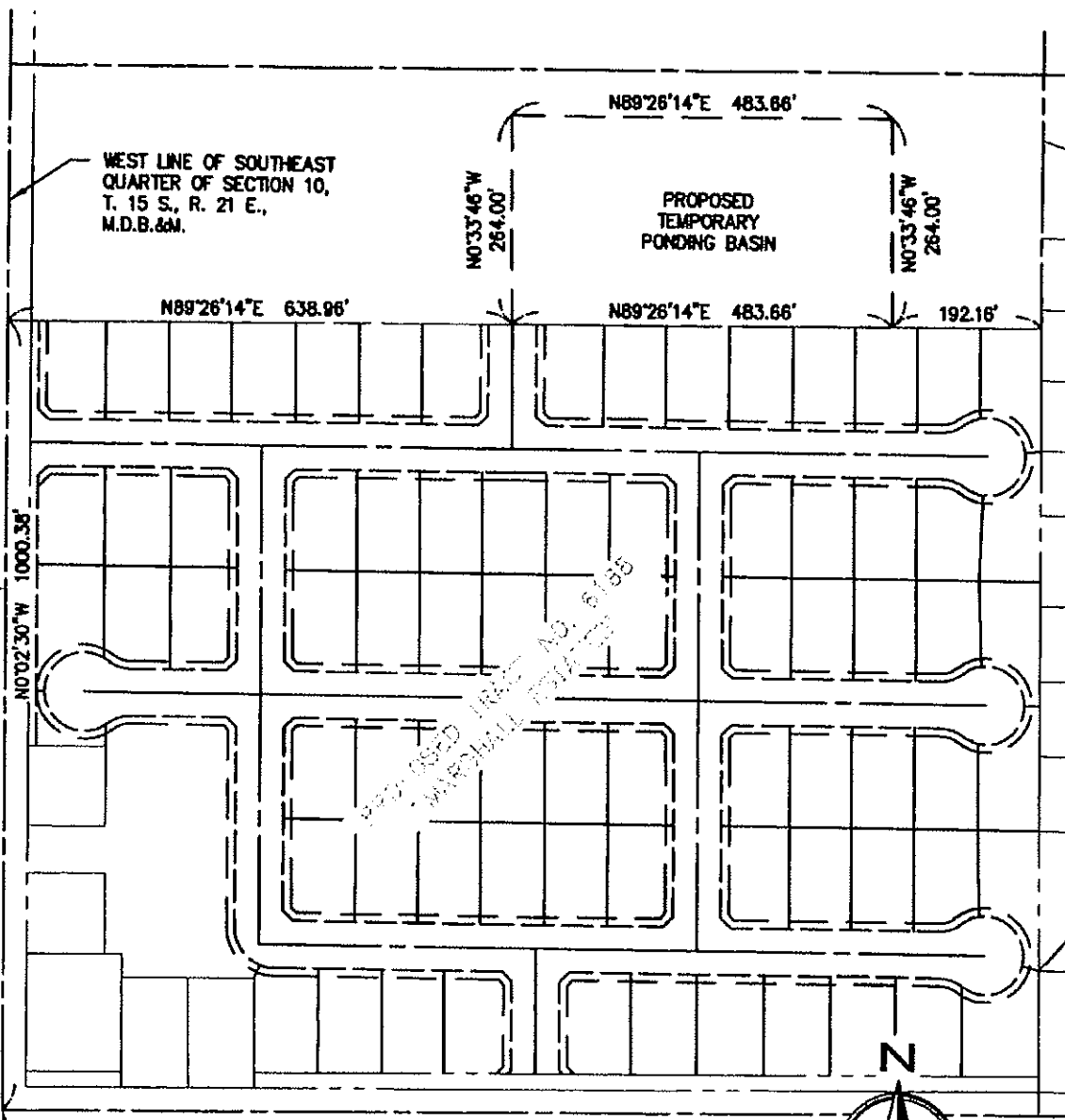
Beginning at the Southwest corner of said lot, thence running North along the West line of said Lot, 6 rods, thence at right angles East to the East line of said Lot; thence at right angles South on said East line, 6 rods to the Southeast corner of said lot; thence West to the point of beginning.

### **Parcel 2:**

The North half of the North half of Lots 5 and 6 and the South six rods of Lot 10 of Norris Colony, in Southeast 10, Township 15 South, Range 21 East, Mount Diablo Base and Meridian, in the County of Fresno, State of California, according to the map thereof recorded April 8, 1886 in Book 2 Page 28 of Plats, Fresno County Records.

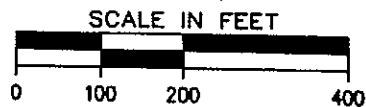
9/30/2020 2:22 PM K:\GATEWAY PROJECTS\NATIONAL RAMSN\17-023 - ADAMS AVENUE SUBDIVISION\17-023 BASIN EXHIBIT.DWG--VLADIMIR MIKULESKU

NORTH ARMSTRONG AVENUE



EAST ADAMS AVENUE

SOUTH QUARTER CORNER OF SECTION 10, T. 15 S., R. 21 E., M.D.B. & M., FOUND 1" I.P. MON., 12" DOWN, PER PARCEL MAP NO. 86-1, RECORDED IN BOOK 46 OF PARCEL MAPS, AT PAGE 70, F.C.R.



**GATEWAY**  
**ENGINEERING, INC.**

CIVIL ENGINEERS & LAND SURVEYORS  
P. 559-320-0344 | F. 559-320-0345 | WWW.GATEWAYENG.COM  
405 PARK CREEK DRIVE, CLOVIS, CA 93611-4436

PROJECT: EXHIBIT FOR TEMPORARY PONDING BASIN PURPOSES FOR TRACT NO. 6188 "MARSHALL ESTATES"

DESCRIPTION: A PORTION OF LAND IN THE CITY OF FOWLER, COUNTY OF FRESNO, STATE OF CALIFORNIA, APN: 340-130-14

JOB NO.: 17-023

DATE: 09/29/20

SCALE: 1" = 200'

SHEET: 1 of 1

## **Exhibit "C"**

### **Maintenance Requirements**

#### **Maintenance**

##### **Monthly Maintenance**

The following items represent the minimum acceptable levels of maintenance and repair work and services to be performed by Owner for the Retention Basin and the Retention Basin Easement Area. For purposes of this Exhibit "C", the Retention Basin and the Retention Basin Easement Area will be collectively referred to as the "Basin":

#### **Inspections**

The Basin shall be inspected monthly to determine the need for repairs, trash and debris removal, weed control, or rodent control and take all necessary steps to maintain the Basin.

#### **Maintenance**

Maintain and repair of all outfalls, fences, gates, signs, locks and other improvements to the Basin. Any damage to the Basin which adversely impacts the functioning of the Basin or the security of the Basin must be repaired immediately.

#### **Trash and Debris Removal**

All trash and debris within the boundaries of the Basin, including, but not limited to all trash and debris in and around the inlet or outlet structures, spillway, outlet channel and rip rap shall be removed from the Basin. Work shall be accomplished in a manner such that does not require unauthorized Confined Space Entry. Remove all trash and debris in all areas between the boundary fence and the street pavement, including the gutter during each scheduled inspection within 72 hours of notification of trash or debris in the Basin.

All trash, debris and other waste and refuse material collected within and around the site shall be properly disposed of at an approved dumping site. The Basin shall always be kept in a neat and clean condition free of trash and debris.

#### **Weed Control**

Weed control shall be maintained through use of appropriate mechanical equipment and tools (grading, mowing, flailing, manual or power hand operated tools, etc.) or chemical applications as may be necessary in order to effect the elimination of weed and plant growth through out the Basin including any rock lined spillway and outlet channels. Weed control shall be performed in a manner which will minimize damage to the Basin from erosion.

A pre-emergent shall be applied once to all fence lines in October or November. No burning will be permitted in the performance of this work.

Herbicides shall not be applied in a manner that will affect the growth of plants on land adjacent to the Basin and specifically to avoid impact to all vegetation. Any damaged plants shall be replaced immediately.

Any and all insecticides, herbicides, and all other chemicals or other applications shall be used and applied in strict accordance with the manufacturer's application instructions and in accordance with applicable Federal, State and local laws, rules, regulations and ordinances.

When the Basin site contains water, eliminate weeds and plant life between the fence and the water line. Special effort shall be made to eliminate the growth of trees seedlings and weeds at the water line.

In the course of Basin maintenance, elimination of aquatic type weeds, plants and undesirable aquatic insects and marine life, such as midges, mosquitoes, frogs, toads, and other aquatic life within the Basin may be required. Such work and services shall be coordinated with control activities of any governmental agencies concerned with the elimination or control of undesirable insects and/or aquatic life, including coordination of work with appropriate Mosquito Abatement District. Elimination of undesirable aquatic growth and/or life may be accomplished by means of appropriate herbicides and pesticides. The elimination of aquatic growth shall be performed in such a manner as not to endanger beneficial plant and animal life on Basin or adjoining property.

#### **Rodent Control**

Eradicate pests and rodents, such as ground squirrels, gophers, moles, skunks, etc. Pursuit of such eradication measures and the use of pesticides and other chemicals or eradication techniques shall be in accordance with all applicable local, State and Federal laws, rules, regulations and ordinances governing the use of such chemicals or techniques. In no event shall the actions effecting such eradication result in a danger to humans, domestic animals or plant life.

#### **Annual Maintenance**

Annual maintenance items include items that must be performed in addition to those performed as part of monthly maintenance. The following items represent the minimum acceptable levels of annual maintenance and repair services to be performed for each site.

- All trash and debris shall be removed from the Basin floor and disposed of at an approved dumping site.
- When sediment has accumulated to a level on average of six inches depth, and if such sediment is accessible, all sediment shall be removed and disposed of off-site at an approved dumping site. Sediment removal shall be performed at no less than a 5-year interval if accumulation does not reach 6" depth specified.
- Repair all erosion on side slopes and around Basin.



LOT 30

UTILITIES  
EXISTING AND PROPOSED  
SHOWN FOR INFORMATION

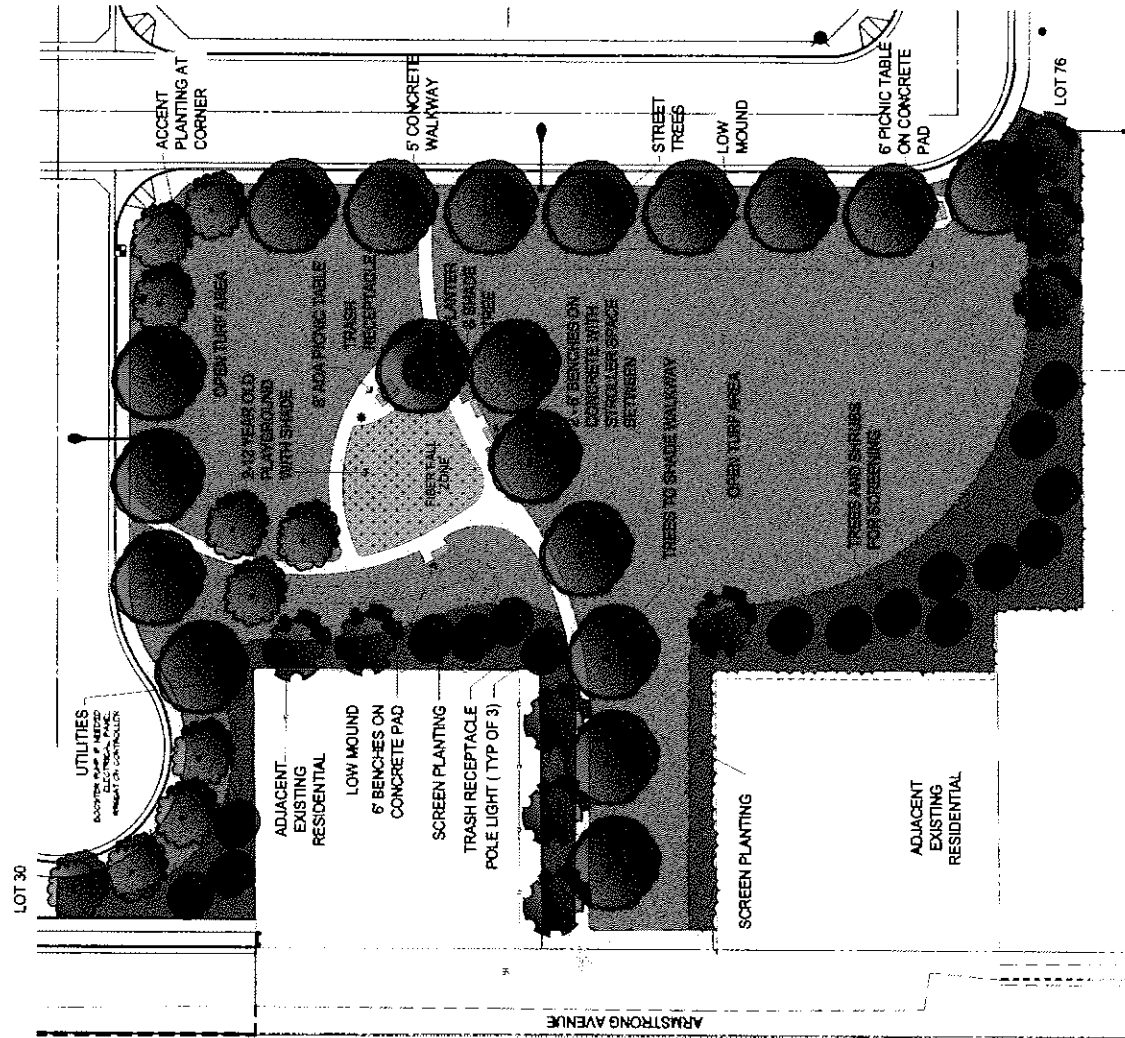
ADJACENT  
EXISTING  
RESIDENTIAL

LOW MOUND  
6' BENCHES ON  
CONCRETE PAD

SCREEN PLANTING  
TRASH RECEPTACLE  
POLE LIGHT (TYP OF 3)

SCREEN PLANTING

ADJACENT  
EXISTING  
RESIDENTIAL



ARMSTRONG AVENUE



**GATEWAY**  
ENGINEERING, INC.  
4000 RIVER DRIVE, SUITE 200, CA 94514  
TEL: 925/234-1100 FAX: 925/234-1101  
WWW.GATEWAYENGINEERING.COM

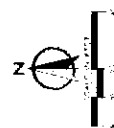
DATE: 11-1-2009

MARSHALL ESTATES PARK MASTER PLAN  
APR. 2009 - 07 & 2009 - 07 - FOWLER, CA  
MARSHALL ESTATES  
MARSHALL ESTATES  
TRACT 6168

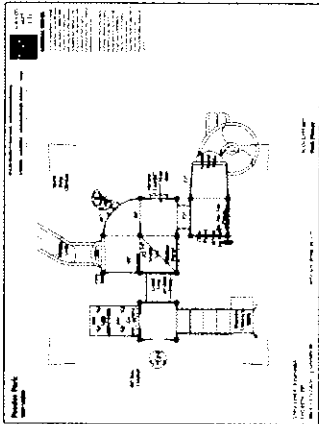
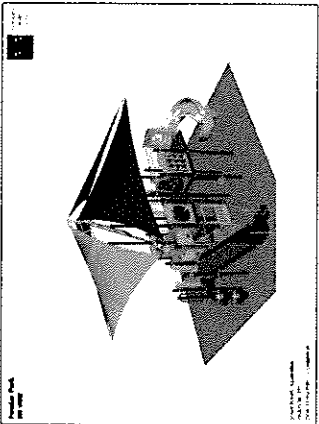
NO.	DATE	DESCRIPTION
1	11-1-2009	ISSUED FOR PERMITTING
2	11-1-2009	ISSUED FOR PERMITTING
3	11-1-2009	ISSUED FOR PERMITTING
4	11-1-2009	ISSUED FOR PERMITTING
5	11-1-2009	ISSUED FOR PERMITTING
6	11-1-2009	ISSUED FOR PERMITTING
7	11-1-2009	ISSUED FOR PERMITTING
8	11-1-2009	ISSUED FOR PERMITTING
9	11-1-2009	ISSUED FOR PERMITTING
10	11-1-2009	ISSUED FOR PERMITTING



**Sierra Designs, Inc.**  
11111 California Blvd., Suite 100  
Oakland, CA 94612  
Tel: 510/733-2000 Fax: 510/733-2001  
www.sierradesigns.com



Sample Playground Equipment



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**STAFF REPORT**

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**TO:** MAYOR & CITY COUNCIL  
**FROM:** DAVID PETERS, CITY ENGINEER  
**SUBJECT:** UTILITY UNDERGROUNDING ORDINANCE  
**DATE:** JANUARY 28, 2021  
**CC:** JEANNIE DAVIS, CITY MANAGER

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**REQUESTED ACTION:**

Approve Ordinance No. 2021-01 amending the title of Chapter 2 to Title 7, and adding Chapter 4 to Title 7 of the Fowler Municipal Code pertaining to requirements for installation and relocation of utility facilities underground.

**DISCUSSION / RECOMMENDATION:**

Development projects approved in the City of Fowler frequently issue “Conditions of Approval” (Conditions) as part of the entitlements on various projects. Frequently, those Conditions require the developer/applicant to adjust, modify, relocate or install new private electric and telecommunication utilities adjacent to proposed projects. In order to codify document the City’s long practiced policies regarding undergrounding and provide guidance for future projects, the City has developed this Ordinancean Undergrounding Policy. Thise Ordinancepolicy sets forth requirements for placing existing and proposed private utilities underground and generally scales the requirements to the size and nature of the development.

Previously, the Council considered a written Undergrounding Policy, and gave direction to staff to return with an ordinance codifying the provisions of the proposed policyadopted the Undergrounding Policy. This Ordinance will allow In order to provide for enforcement of the desired undergrounding requirements and conditionspolicy, it is proposed that it be codified by ordinance pursuant to the attached.

Attachments: Ordinance 2021- 01

## **ORDINANCE NO. 2021-01**

### **AN ORDINANCE OF THE CITY OF FOWLER AMENDING THE TITLE OF CHAPTER 2 TO TITLE 7, AND ADDING CHAPTER 4 TO TITLE 7 OF THE FOWLER MUNICIPAL CODE PERTAINING TO REQUIREMENTS FOR INSTALLATION AND RELOCATION OF UTILITY FACILITIES UNDERGROUND**

**WHEREAS**, above-ground and overhead electrical and communication facilities in the public right-of-way and on private property create public safety risks and adversely impact the appearance and aesthetics of the City; and

**WHEREAS**, it is in the public interest to require electrical and communication facilities to be located underground when and where reasonable, and for the City to adopt regulations governing the installation and relocation of such facilities in the public right-of-way and on private property.

**NOW, THEREFORE**, the City Council of the City of Fowler does hereby ordain as follows:

**Section 1.** The title of Chapter 2 of Title 7 of the Fowler Municipal Code is hereby amended to read as follows:

#### **CHAPTER 2 – UNDERGROUND UTILITY DISTRICTS**

**Section 2.** Chapter 4 is added to Title 7 of the Fowler Municipal Code to read in its entirety as follows:

#### **CHAPTER 4 - REQUIREMENTS FOR UNDERGROUND UTILITIES**

##### **Sections:**

- 7-4.01 Findings and Purpose.**
- 7-4.02 Undergrounding Requirements.**
- 7-4.03 Exempt Facilities.**
- 7-4.04 Cost of Undergrounding.**
- 7-4.05 Permits and Fees.**
- 7-4.06 Street Lighting.**
- 7-4.07 Site Screening.**
- 7-4.08 As-Built Drawings.**
- 7-4.09 Joint Trenches.**
- 7-4.10 Director Review.**
- 7-4.11 Severability.**

##### **7-4.01 – Findings and Purpose.**

The City seeks to decrease above-ground and overhead utility facilities in the public right-of-way and on private property, and thereby improve public safety and the appearance and aesthetics of the City by requiring utility facilities to be installed and relocated underground. The purpose of

this Chapter is to establish minimum requirements and procedures for the underground installation and relocation of electrical and communication facilities within the City.

Notwithstanding the provisions of Chapter 7-2, this Chapter shall apply to electrical and communication facilities, including but not limited to electric power, telephone, telecommunication, and cable television facilities within the City limits.

#### **7-4.02 – Undergrounding Requirements.**

##### **A. New Services and Facilities:**

- (1) All electrical service and communication service to a new commercial building shall be constructed underground including undergrounding of overhead utility lines across the frontage of the subject property.
- (2) All electrical service and communication service to an existing commercial building shall be constructed underground from the point of connection.
- (3) All electrical service and communication service to a new residential building exceeding two units shall be constructed underground including undergrounding of overhead utility lines across the frontage of the subject property.
- (4) All electrical service and communication service to a new residential building having two units or fewer and accessory dwelling units shall be constructed underground where existing surrounding services are underground.
- (5) All electrical service and communication service to a new residential building having two units or fewer and accessory dwelling units may be constructed aerially where existing surrounding services are aerial.

##### **B. Rebuilds, Replacements and Additions:**

- (1) All existing electrical service and communication service to a rebuilt residential building of two units or fewer where overhead service previously existed may remain overhead.
- (2) All existing electrical service and communication service to rebuilds or additions exceeding 50% of the original building area of existing commercial or residential facilities in excess of two units shall be constructed underground including overhead utility transmission across the frontage of the subject property.
- (3) All existing electrical service and communication service to rebuilds or additions of existing residential or commercial facilities not exceeding 50% of the original building area may be maintained overhead where existing surrounding services are overhead. Any new service must be placed underground from the point of connection in accordance with subdivision B(2) of this Section.
- (4) A minor rebuild, replacement or relocation of existing overhead facilities that does not alter the essential system configuration may be constructed overhead.

- (5) When there is casualty damage to an overhead service system or other major service outage, the facilities may be restored overhead.
- (6) Installation of additional conductors to provide one three-phase circuit is allowed on existing overhead facilities.
- (7) Reconductoring for routine maintenance that does not constitute a major rebuild is allowed on existing overhead facilities. Routine maintenance is also allowed on existing facilities for pole replacements and replacement of miscellaneous hardware.

C. Residential tract transformers:

- (1) Electrical transformers within residential tracts, approved by the City, shall be placed underground.

No work permitted by this Section shall result in an increase in the number of utility poles, except an additional pole may be installed if an existing pole that is suitable as a termination for underground installation from an overhead system that is intended to remain is not available within 300 feet of the closest property line of the development site.

**7-4.03 – Exempt Facilities.**

The following facilities are exempt from the undergrounding requirements of this Chapter:

- (a) Electric utility substations and switching facilities not located in the public right-of-way where site screening will be provided.
- (b) Electric transmission systems of a voltage of 115 kV or more (including poles and wires) and equivalent communication facilities.
- (c) Telephone pedestals, cross connect terminals, repeaters, cable warning signs, and other equivalent communication facilities.
- (d) Municipal equipment, including but not limited to traffic control equipment and police and fire vehicle detections systems.
- (e) Temporary services for construction.
- (f) Replacement of existing overhead facilities due to damage by natural or manmade causes.

The Public Works Director shall decide if a facility qualifies for an exemption under this Section, and the Director's decision shall be determinative and final.

**7-4.04 – Cost of Undergrounding.**

The cost of constructing new facilities underground or relocating existing overhead facilities underground shall be borne by the impacted utilities and/or the owners of the real property to be served, as applicable, and shall include the cost of acquisition of any private property necessary for such construction or relocation necessitated by the undergrounding work.

#### **7-4.05 – Permits and Fees.**

Except as otherwise provided in any existing franchise agreement with the impacted utility, an encroachment permit for underground construction shall be obtained from the City prior to construction of facilities in the public right-of-way.

#### **7-4.06 – Street Lighting.**

Street lighting facilities or systems in conformance with the applicable City standards shall be installed as an integral part of all underground projects constructed after the effective date of this Chapter.

#### **7-4.07 – Site Screening.**

Where a permit for an underground project is required by this Chapter, plans for any above-ground facilities shall be submitted to the City for approval of site screening and setbacks prior to issuance of an encroachment permit.

#### **7-4.08 – As-Built Drawings.**

A drawing of the completed underground utility facilities in a form acceptable to the City and conforming to generally accepted engineering practices shall be submitted to the Public Works Department within thirty (30) days of the completion of any underground project within the City. The encroachment permit shall remain open until the as-built drawings are submitted.

#### **7-4.09 – Joint Trenches.**

Where several utilities are planned or required in the same corridor, every effort shall be made by the impacted utilities to use joint trenches for such facilities.

#### **7-4.10 – Director Review.**

The Public Works Director has authority to review and authorize minor deviations to the requirements of this Chapter upon a determination that there is an undue hardship or extenuating circumstances justifying an exception. The Director's determination shall be final. The Director may, in his/her discretion, refer any particular review and authorization to the City Council for consideration, in which case the City Council's determination shall be final.

#### **7-4.11 – Severability.**

If any section, subsection, phrase, or clause of this Chapter is for any reason held to be invalid, such decision shall not affect the validity of the remaining portions of this Chapter. The City Council hereby declares that it would have adopted this Chapter and each section, subsection, phrase, or clause thereof irrespective of the fact that any one or more sections, subsections, phrases, or clauses be declared invalid.

**SECTION 3.** This Ordinance shall take effect thirty (30) days after its adoption.

**SECTION 4.** The City Clerk is further directed to cause this ordinance or a summary of this ordinance to be published once in a newspaper of general circulation published and circulated within the City of Fowler, within fifteen (15) days after its adoption. If a summary of the ordinance is published, then the City Clerk shall cause a certified copy of the full text of the proposed ordinance to be posted in the office of the City Clerk at least five days prior to the Council meeting at which the ordinance is adopted and again after the meeting at which the ordinance is adopted. The summary shall be approved by the City Attorney.

The foregoing ordinance was introduced at a regular meeting of the City Council held on \_\_\_\_\_, 2021, and was adopted at a regular meeting of said Council held on \_\_\_\_\_, 2021, by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

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

ATTEST:

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

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**MEMORANDUM**

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**TO:** MAYOR & CITY COUNCIL  
**FROM:** DAVID PETERS, CITY ENGINEER  
**SUBJECT:** DOWNTOWN PARKING STRATEGIES  
**DATE:** JANUARY 28, 2021

REQUESTED ACTION:

Provide staff direction regarding parking strategies within the downtown area on Merced Street between 5<sup>th</sup> Street and 7<sup>th</sup> Street.

DISCUSSION:

The downtown area along Merced Street between 5<sup>th</sup> Street and 7<sup>th</sup> Street is a vibrant commercial area. With the recent addition of outdoor dining areas, and in an effort to add additional parking in the downtown area, the City Engineer and Public Works Director have performed field surveys to observe handicap and standard parking stall use along the corridor. As a result of this field survey, possible improvements have been identified to improve parking in the downtown area. Some potential improvement include: upgrading existing handicap stalls, adding new handicap stalls, and addition of timed parking.

Prior to pursuing funding and undertaking efforts to develop these improved and additional facilities, staff is requesting direction from Council on needs and parking strategies to be undertaken in the downtown area.

Attachments: Merced Street – 5<sup>th</sup> to 6<sup>th</sup>  
Merced Street – 6<sup>th</sup> to 7<sup>th</sup>





Upgrade existing  
HC stall

Convert to HC

Convert to HC

Upgrade existing  
HC stall

Recently converted  
to HC stall.

100 ft

Google Earth



Upgrade existing  
HC stall

Upgrade existing  
HC stall

Convert to HC stall

MERCED STREET

Fowler

100 ft

ITEM

CITY OF FOWLER  
WARRANTS LIST  
February 2, 2021

ACCOUNTS PAYABLE CHECKS

Regular checks

37335-37464

Jan 8 thru Jan 29

\$ 268,858.77

TOTAL ACCOUNTS PAYABLE CHECKS

\$ 268,858.77

PAYROLL COSTS

First January Bi-Monthly Payroll

January 15, 2021

93,102.54

TOTAL PAYROLL COSTS

\$ 93,102.54

TOTAL CASH DISBURSEMENTS

\$ 361,961.31

NOTE:

Check #37398

Void check carry over to check #37399

SUPERION  
DATE: 01/29/2021  
TIME: 14:39:05

CITY OF FOWLER  
CHECK REGISTER - DISBURSEMENT FUND

PAGE NUMBER: 1  
ACCTPAZ1

SELECTION CRITERIA: transact.check\_no between '37335' and '37464'  
ACCOUNTING PERIOD: 7/21

FUND - 100 - GENERAL FUND

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1001	37336	01/08/21	14306	ACCOUNTTEMPS	5000	SERVICES	0.00	159.96
1001	37336	01/08/21	14306	ACCOUNTTEMPS	5000	SERVICES	0.00	193.35
1001	37336	01/08/21	14306	ACCOUNTTEMPS	5000	SERVICES	0.00	387.40
1001	37336	01/08/21	14306	ACCOUNTTEMPS	6030	SERVICES	0.00	479.88
1001	37336	01/08/21	14306	ACCOUNTTEMPS	6030	SERVICES	0.00	580.06
1001	37336	01/08/21	14306	ACCOUNTTEMPS	6030	SERVICES	0.00	1,162.21
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1001	37337	01/08/21	10007	ALERT-O-LITE, INC	6200	SUPPLIES	0.00	26.98
1001	37337	01/08/21	10007	ALERT-O-LITE, INC	6200	SUPPLIES	0.00	72.39
1001	37337	01/08/21	10007	ALERT-O-LITE, INC	6200	SUPPLIES	0.00	88.50
1001	37337	01/08/21	10007	ALERT-O-LITE, INC	6200	SUPPLIES	0.00	111.17
1001	37337	01/08/21	10007	ALERT-O-LITE, INC	6200	SUPPLIES	0.00	233.91
TOTAL	CHECK						0.00	532.95
1001	37338	01/08/21	14328	ANNA'S RESTAURANT	208	SENIOR MEALS	0.00	480.00
1001	37338	01/08/21	14328	ANNA'S RESTAURANT	208	SENIOR MEALS	0.00	960.00
TOTAL	CHECK						0.00	1,440.00
1001	37339	01/08/21	14330	B&P PEST PROS	6700	SERVICES	0.00	90.00
1001	37339	01/08/21	14330	B&P PEST PROS	6020	SERVICES	0.00	95.00
TOTAL	CHECK						0.00	185.00
1001	37340	01/08/21	12489	BATTERY SYSTEMS INC	5000	BATTERIES	0.00	104.50
1001	37341	01/08/21	10026	BCT CONSULTING	6030	SERVICES	0.00	3,301.80
1001	37342	01/08/21	10024	BSK LABORATORIES	5000	SERVICES	0.00	182.00
1001	37342	01/08/21	10024	BSK LABORATORIES	5000	SERVICES	0.00	230.00
TOTAL	CHECK						0.00	412.00
1001	37343	01/08/21	10043	CARROT-TOP INDUSTRIES	6260	FLAGS	0.00	377.14
1001	37344	01/08/21	10045	CASCADE FIRE EQUIPMENT C	6130	SUPPLIES	0.00	3,260.85
1001	37345	01/08/21	14131	CENTRAL VALLEY SWEEPING,	2250	STREET SWEEPING	0.00	2,550.00
1001	37346	01/08/21	14360	COCULA'S TAQUERIA	208	SENIOR MEALS	0.00	480.00
1001	37346	01/08/21	14360	COCULA'S TAQUERIA	208	SENIOR MEALS	0.00	2,880.00
TOTAL	CHECK						0.00	3,360.00
1001	37347	01/08/21	10064	COLONIAL LIFE INSURANCE	100	EMPLOYEE DEDUCTION	0.00	120.54
1001	37347	01/08/21	10064	COLONIAL LIFE INSURANCE	100	EMPLOYEE DEDUCTION	0.00	183.36
TOTAL	CHECK						0.00	303.90
1001	37348	01/08/21	11163	COOK'S COMMUNICATIONS	6130	SERVICES	0.00	359.11
1001	37349	01/08/21	12582	DARLEY	6130	LOCKERS	0.00	6,772.85
1001	37350	01/08/21	14322	DEVITA INC DBA DENNY'S	208	SENIOR MEALS	0.00	960.00

PAGE NUMBER: 2  
ACCTPA21

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DEPT
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CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DEPT	-----DESCRIPTION-----	SALES TAX	AMOUNT
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TOTAL CHECK							0.00	1,920.00
1001	37351	01/08/21	11626	GARCIA & SANCHEZ SMOG &	6260	SMOG 7 VEHICLES	0.00	637.94
1001	37352	01/08/21	14396	IDANCE	208	COVID GRANT	0.00	1,000.00
1001	37353	01/08/21	14259	IMAGESOURCE	6700	SERVICES	0.00	14.02
1001	37353	01/08/21	14259	IMAGESOURCE	6150	SERVICES	0.00	21.02
1001	37353	01/08/21	14259	IMAGESOURCE	6160	SERVICES	0.00	21.02
1001	37353	01/08/21	14259	IMAGESOURCE	5000	SERVICES	0.00	56.07
1001	37353	01/08/21	14259	IMAGESOURCE	6020	SERVICES	0.00	84.11
1001	37353	01/08/21	14259	IMAGESOURCE	6120	SERVICES	0.00	84.11
TOTAL CHECK							0.00	280.35
1001	37354	01/08/21	11142	JOCY'S RESTAURANT	208	SENIOR MEALS	0.00	1,920.00
1001	37355	01/08/21	10169	JORGENSEN & CO	6130	SUPPLIES	0.00	31.82
1001	37356	01/08/21	11507	LIEBERT CASSIDY WHITMORE	6020	SERVICES	0.00	532.00
1001	37357	01/08/21	10194	LOZANO SMITH	6025	WORKSHOP	0.00	75.00
1001	37358	01/08/21	10201	METRO UNIFORM & ACCESSOR	6120	UNIFORM	0.00	396.29
1001	37359	01/08/21	11653	MUNICIPAL CODE CORP	6025	SUPPLIES	0.00	170.17
TOTAL CHECK							0.00	1,262.67
1001	37360	01/08/21	10215	NELSON HARDWARE & GIFTS	6200	SUPPLIES	0.00	15.18
1001	37360	01/08/21	10215	NELSON HARDWARE & GIFTS	6200	SUPPLIES	0.00	35.49
1001	37360	01/08/21	10215	NELSON HARDWARE & GIFTS	6200	SUPPLIES	0.00	56.39
1001	37360	01/08/21	10215	NELSON HARDWARE & GIFTS	6200	SUPPLIES	0.00	58.57
TOTAL CHECK							0.00	140.96
1001	37361	01/08/21	10885	NELSONS POWER CENTER	6260	SUPPLIES	0.00	306.59
1001	37362	01/08/21	10237	P G & E - SACRAMENTO	5000	UTILITIES	0.00	47.39
1001	37362	01/08/21	10237	P G & E - SACRAMENTO	6200	UTILITIES	0.00	9.53
1001	37362	01/08/21	10237	P G & E - SACRAMENTO	2250	UTILITIES	0.00	9.54
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1001	37362	01/08/21	10237	P G & E - SACRAMENTO	2250	UTILITIES	0.00	432.70
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1001	37362	01/08/21	10237	P G & E - SACRAMENTO	5000	UTILITIES	0.00	574.65
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1001	37362	01/08/21	10237	P G & E - SACRAMENTO	5000	UTILITIES	0.00	5,102.52

SUPERION  
DATE: 01/29/2021  
TIME: 14:39:05

CITY OF FOWLER  
CHECK REGISTER - DISBURSEMENT FUND

PAGE NUMBER: 3  
ACCTPAZI

SELECTION CRITERIA: transact.check\_no between '37335' and '37464'  
ACCOUNTING PERIOD: 7/21

FUND - 100 - GENERAL FUND

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1001	37364	01/08/21	13655	PROVOST & PRITCHARD	100	WOODSIDE TRACT 6274	0.00	161.70
1001	37364	01/08/21	13655	PROVOST & PRITCHARD	6150	SPR MINOR CELL TOWER	0.00	256.20
1001	37364	01/08/21	13655	PROVOST & PRITCHARD	100	MULTI FAMILY SPR 2008	0.00	476.10
1001	37364	01/08/21	13655	PROVOST & PRITCHARD	6150	SERVICES	0.00	7,237.30
TOTAL CHECK							0.00	8,173.30
1001	37365	01/08/21	10251	R & R AUTO REPAIR SHOP	6120	AUTO MAINTENANCE	0.00	47.10
1001	37365	01/08/21	10251	R & R AUTO REPAIR SHOP	6200	AUTO MAINTENANCE	0.00	147.92
1001	37365	01/08/21	10251	R & R AUTO REPAIR SHOP	6200	AUTO MAINTENANCE	0.00	287.99
TOTAL CHECK							0.00	483.01
1001	37366	01/08/21	12672	R&B COMPANY	5000	PANZAK PARK HYDRANT	0.00	2,361.49
1001	37367	01/08/21	14072	ROBINA WRIGHT ARCHITECT	100	ADA CARSEY	0.00	200.00
1001	37367	01/08/21	14072	ROBINA WRIGHT ARCHITECT	100	1446 SUMNER	0.00	600.00
1001	37367	01/08/21	14072	ROBINA WRIGHT ARCHITECT	6150	PLAN CHECK WOODSIDE	0.00	8,589.75
TOTAL CHECK							0.00	9,389.75
1001	37368	01/08/21	10518	SIGMAXI	6200	SUPPLIES	0.00	224.59
1001	37368	01/08/21	10518	SIGMAXI	6200	SUPPLIES	0.00	255.09
TOTAL CHECK							0.00	479.68
1001	37369	01/08/21	11060	SOLIAN MARCO	6120	REIMBURSEMENT	0.00	140.00
1001	37370	01/08/21	14358	SPARKLETT'S	5000	SERVICES	0.00	70.59
1001	37371	01/08/21	10085	STATE OF CA DEPARTMENT O	6120	SERVICES	0.00	51.00
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1001	37372	01/08/21	13647	SUN LIFE FINANCIAL	5000	EMPLOYEE BENEFITS	0.00	184.79
1001	37372	01/08/21	13647	SUN LIFE FINANCIAL	6200	EMPLOYEE BENEFITS	0.00	434.64
1001	37372	01/08/21	13647	SUN LIFE FINANCIAL	6120	EMPLOYEE BENEFITS	0.00	769.74
1001	37372	01/08/21	13647	SUN LIFE FINANCIAL	100	EMPLOYEE BENEFITS	0.00	1,270.65
TOTAL CHECK							0.00	3,077.33
1001	37373	01/08/21	10764	TOYOTA OF SELMA	6020	BATTERY	0.00	207.99
1001	37374	01/08/21	13543	UNIFIRST CORPORATION	6700	SUPPLIES	0.00	35.11
1001	37374	01/08/21	13543	UNIFIRST CORPORATION	6020	SUPPLIES	0.00	41.96
1001	37374	01/08/21	13543	UNIFIRST CORPORATION	6020	SUPPLIES	0.00	41.96
1001	37374	01/08/21	13543	UNIFIRST CORPORATION	6130	SUPPLIES	0.00	41.96
1001	37374	01/08/21	13543	UNIFIRST CORPORATION	6130	SUPPLIES	0.00	66.26

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FUND - 100 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DEPT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1001	37374	01/08/21	13543	UNIFIRST CORPORATION	6130	SUPPLIES	0.00	66.26
1001	37374	01/08/21	13543	UNIFIRST CORPORATION	6130	SERVICES	0.00	66.26
1001	37374	01/08/21	13543	UNIFIRST CORPORATION	5000	SUPPLIES	0.00	174.27
1001	37374	01/08/21	13543	UNIFIRST CORPORATION	6260	SUPPLIES	0.00	174.27
1001	37374	01/08/21	13543	UNIFIRST CORPORATION	6260	SUPPLIES	0.00	174.27
TOTAL CHECK							0.00	882.58
1001	37375	01/08/21	10725	VERIZON WIRELESS	6160	SERVICES	0.00	60.66
1001	37375	01/08/21	10725	VERIZON WIRELESS	6020	SERVICES	0.00	85.29
1001	37375	01/08/21	10725	VERIZON WIRELESS	5000	SERVICES	0.00	458.09
TOTAL CHECK							0.00	604.04
1001	37376	01/08/21	11335	VISION SERVICE PLAN - (C 8500		EMPLOYEE BENEFITS	0.00	3.95
1001	37376	01/08/21	11335	VISION SERVICE PLAN - (C 6400		EMPLOYEE BENEFITS	0.00	9.85
1001	37376	01/08/21	11335	VISION SERVICE PLAN - (C 6700		EMPLOYEE BENEFITS	0.00	9.85
1001	37376	01/08/21	11335	VISION SERVICE PLAN - (C 6025		EMPLOYEE BENEFITS	0.00	10.83
1001	37376	01/08/21	11335	VISION SERVICE PLAN - (C 6030		EMPLOYEE BENEFITS	0.00	11.81
1001	37376	01/08/21	11335	VISION SERVICE PLAN - (C 6160		EMPLOYEE BENEFITS	0.00	19.70
1001	37376	01/08/21	11335	VISION SERVICE PLAN - (C 6020		EMPLOYEE BENEFITS	0.00	20.68
1001	37376	01/08/21	11335	VISION SERVICE PLAN - (C 6120		EMPLOYEE BENEFITS	0.00	86.61
1001	37376	01/08/21	11335	VISION SERVICE PLAN - (C 5000		EMPLOYEE BENEFITS	0.00	100.43
1001	37376	01/08/21	11335	VISION SERVICE PLAN - (C 6200		EMPLOYEE BENEFITS	0.00	127.99
1001	37376	01/08/21	11335	VISION SERVICE PLAN - (C 100		EMPLOYEE BENEFITS	0.00	255.79
TOTAL CHECK							0.00	657.49
1001	37377	01/08/21	14395	WESTERN EXTRICATION SPEC	6130	SERVICES	0.00	1,361.00
1001	37378	01/08/21	14359	WILLIAM AVERY & ASSOC.,	6020	SERVICES	0.00	3,287.50
1001	37380	01/13/21	14397	FOWLER DONUTS	208	DONUTS	0.00	304.50
1001	37381	01/13/21	11862	YVONNE HERNANDEZ	208	MILEAGE	0.00	86.25
1001	37382	01/13/21	13496	KEENAN & ASSOCIATES	8500	EMPLOYEE BENEFITS	0.00	251.12
1001	37382	01/13/21	13496	KEENAN & ASSOCIATES	6150	EMPLOYEE BENEFITS	0.00	351.24
1001	37382	01/13/21	13496	KEENAN & ASSOCIATES	6025	EMPLOYEE BENEFITS	0.00	386.37
1001	37382	01/13/21	13496	KEENAN & ASSOCIATES	6030	EMPLOYEE BENEFITS	0.00	503.99
1001	37382	01/13/21	13496	KEENAN & ASSOCIATES	6400	EMPLOYEE BENEFITS	0.00	719.99
1001	37382	01/13/21	13496	KEENAN & ASSOCIATES	6700	EMPLOYEE BENEFITS	0.00	719.99
1001	37382	01/13/21	13496	KEENAN & ASSOCIATES	6020	EMPLOYEE BENEFITS	0.00	855.23
1001	37382	01/13/21	13496	KEENAN & ASSOCIATES	100	EMPLOYEE BENEFITS	0.00	1,370.00
1001	37382	01/13/21	13496	KEENAN & ASSOCIATES	5000	EMPLOYEE BENEFITS	0.00	4,982.70
1001	37382	01/13/21	13496	KEENAN & ASSOCIATES	6200	EMPLOYEE BENEFITS	0.00	6,748.41
1001	37382	01/13/21	13496	KEENAN & ASSOCIATES	6120	EMPLOYEE BENEFITS	0.00	11,404.62
TOTAL CHECK							0.00	28,293.66
1001	37383	01/13/21	14398	RAMONA PASILLAS	208	COVID GRANT DOLLFACE	0.00	1,000.00
1001	37384	01/13/21	14399	VIRGINIA BALVER	208	COVID GRNT BARBER SHP	0.00	1,000.00
1001	37385	01/21/21	13398	ALTA PUMP CO INC	5000	WELL #7	0.00	14,464.89

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FUND - 100 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DEPT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1001	37386	01/21/21	13861	ARROWHEAD EMBLEMS	6120	SUPPLIES	0.00	415.21
1001	37387	01/21/21	10026	BCT CONSULTING	5000	SERVICES	0.00	37.50
1001	37387	01/21/21	10026	BCT CONSULTING	6020	SERVICES	0.00	37.50
1001	37387	01/21/21	10026	BCT CONSULTING	6120	SERVICES	0.00	243.75
1001	37387	01/21/21	10026	BCT CONSULTING	6030	SERVICES	0.00	1,181.25
TOTAL CHECK							0.00	1,500.00
1001	37388	01/21/21	14402	BOJORQUEZ, STEVE	500	UB REFUND	0.00	85.35
1001	37389	01/21/21	10024	BSK LABORATORIES	5000	SERVICES	0.00	80.00
1001	37390	01/21/21	11792	CA BUILDING STANDARDS CO	100	SB1473 BLDG FEE	0.00	315.90
1001	37391	01/21/21	14343	CARNICERIA Y TACQUERIA	208	SENIOR MEALS	0.00	420.00
1001	37392	01/21/21	14401	CENTRAL VALLEY FORENSIC	6120	EXAM	0.00	1,000.00
1001	37393	01/21/21	12300	COOKS COMMUNICATIONS	5000	RADIOS	0.00	365.06
1001	37394	01/21/21	14322	DEVJKA INC DBA DENNY'S	208	SENIOR MEALS	0.00	480.00
1001	37395	01/21/21	13826	ECS IMAGING INC	6150	LASERFICHE	0.00	60.00
1001	37395	01/21/21	13826	ECS IMAGING INC	6020	LASERFICHE	0.00	261.33
1001	37395	01/21/21	13826	ECS IMAGING INC	6025	LASERFICHE	0.00	261.33
1001	37395	01/21/21	13826	ECS IMAGING INC	5000	LASERFICHE	0.00	261.34
TOTAL CHECK							0.00	844.00
1001	37396	01/21/21	10792	FASTENAL COMPANY	6260	SUPPLIES	0.00	19.34
1001	37396	01/21/21	10792	FASTENAL COMPANY	6260	SUPPLIES	0.00	59.95
TOTAL CHECK							0.00	79.29
1001	37397	01/21/21	14243	FOWLER ACE HARDWARE	6120	SUPPLIES	0.00	47.60
1001	37399	01/21/21	14245	FOWLER ACE HARDWARE	6200	SUPPLIES	0.00	0.25
1001	37399	01/21/21	14245	FOWLER ACE HARDWARE	6200	SUPPLIES	0.00	0.46
1001	37399	01/21/21	14245	FOWLER ACE HARDWARE	6200	SUPPLIES	0.00	5.22
1001	37399	01/21/21	14245	FOWLER ACE HARDWARE	6200	SUPPLIES	0.00	5.22
1001	37399	01/21/21	14245	FOWLER ACE HARDWARE	6200	SUPPLIES	0.00	6.53
1001	37399	01/21/21	14245	FOWLER ACE HARDWARE	6200	SUPPLIES	0.00	7.07
1001	37399	01/21/21	14245	FOWLER ACE HARDWARE	6200	SUPPLIES	0.00	8.16
1001	37399	01/21/21	14245	FOWLER ACE HARDWARE	6200	SUPPLIES	0.00	10.35
1001	37399	01/21/21	14245	FOWLER ACE HARDWARE	6200	SUPPLIES	0.00	10.89
1001	37399	01/21/21	14245	FOWLER ACE HARDWARE	6200	SUPPLIES	0.00	10.89
1001	37399	01/21/21	14245	FOWLER ACE HARDWARE	6200	SUPPLIES	0.00	11.53
1001	37399	01/21/21	14245	FOWLER ACE HARDWARE	6200	SUPPLIES	0.00	12.84
1001	37399	01/21/21	14245	FOWLER ACE HARDWARE	6200	SUPPLIES	0.00	15.69
1001	37399	01/21/21	14245	FOWLER ACE HARDWARE	6200	SUPPLIES	0.00	17.39
1001	37399	01/21/21	14245	FOWLER ACE HARDWARE	6200	SUPPLIES	0.00	18.71
1001	37399	01/21/21	14245	FOWLER ACE HARDWARE	6200	SUPPLIES	0.00	18.83
1001	37399	01/21/21	14245	FOWLER ACE HARDWARE	6200	SUPPLIES	0.00	19.16
1001	37399	01/21/21	14245	FOWLER ACE HARDWARE	6200	SUPPLIES	0.00	21.68

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CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DEPT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1001	37399	01/21/21	14245	FOWLER ACE HARDWARE	6200	SUPPLIES	0.00	23.66
1001	37399	01/21/21	14245	FOWLER ACE HARDWARE	6200	SUPPLIES	0.00	28.32
1001	37399	01/21/21	14245	FOWLER ACE HARDWARE	6200	SUPPLIES	0.00	33.82
1001	37399	01/21/21	14245	FOWLER ACE HARDWARE	6200	SUPPLIES	0.00	69.18
1001	37399	01/21/21	14245	FOWLER ACE HARDWARE	6200	SUPPLIES	0.00	75.19
1001	37399	01/21/21	14245	FOWLER ACE HARDWARE	6200	SUPPLIES	0.00	104.01
TOTAL CHECK							0.00	535.05
1001	37400	01/21/21	14246	FOWLER ACE HARDWARE	6020	SUPPLIES	0.00	2.71
1001	37400	01/21/21	14246	FOWLER ACE HARDWARE	6020	SUPPLIES	0.00	6.53
1001	37400	01/21/21	14246	FOWLER ACE HARDWARE	6020	SUPPLIES	0.00	20.32
TOTAL CHECK							0.00	29.56
1001	37401	01/21/21	14247	FOWLER ACE HARDWARE	5000	SUPPLIES	0.00	3.04
1001	37401	01/21/21	14247	FOWLER ACE HARDWARE	5000	SUPPLIES	0.00	6.09
1001	37401	01/21/21	14247	FOWLER ACE HARDWARE	5000	SUPPLIES	0.00	9.12
1001	37401	01/21/21	14247	FOWLER ACE HARDWARE	5000	SUPPLIES	0.00	10.89
1001	37401	01/21/21	14247	FOWLER ACE HARDWARE	5000	SUPPLIES	0.00	13.04
1001	37401	01/21/21	14247	FOWLER ACE HARDWARE	5000	SUPPLIES	0.00	16.53
1001	37401	01/21/21	14247	FOWLER ACE HARDWARE	5000	SUPPLIES	0.00	19.60
1001	37401	01/21/21	14247	FOWLER ACE HARDWARE	5000	SUPPLIES	0.00	49.03
1001	37401	01/21/21	14247	FOWLER ACE HARDWARE	5000	SUPPLIES	0.00	50.78
1001	37401	01/21/21	14247	FOWLER ACE HARDWARE	5000	SUPPLIES	0.00	60.45
1001	37401	01/21/21	14247	FOWLER ACE HARDWARE	5000	SUPPLIES	0.00	64.47
TOTAL CHECK							0.00	303.04
1001	37402	01/21/21	14248	FOWLER ACE HARDWARE	6130	SUPPLIES	0.00	2.71
1001	37402	01/21/21	14248	FOWLER ACE HARDWARE	6130	SUPPLIES	0.00	11.53
1001	37402	01/21/21	14248	FOWLER ACE HARDWARE	6130	SUPPLIES	0.00	38.13
1001	37402	01/21/21	14248	FOWLER ACE HARDWARE	6130	SUPPLIES	0.00	65.54
TOTAL CHECK							0.00	117.91
1001	37403	01/21/21	14249	FOWLER ACE HARDWARE	6260	SUPPLIES	0.00	0.85
1001	37403	01/21/21	14249	FOWLER ACE HARDWARE	6260	SUPPLIES	0.00	1.17
1001	37403	01/21/21	14249	FOWLER ACE HARDWARE	6260	SUPPLIES	0.00	8.70
1001	37403	01/21/21	14249	FOWLER ACE HARDWARE	6260	SUPPLIES	0.00	10.89
1001	37403	01/21/21	14249	FOWLER ACE HARDWARE	6260	SUPPLIES	0.00	14.16
TOTAL CHECK							0.00	35.77
1001	37404	01/21/21	14397	FOWLER DONUTS	208	SENIOR MEALS	0.00	304.50
1001	37405	01/21/21	11626	GARCIA & SANCHEZ SMOG &	6120	SMOG	0.00	50.00
1001	37406	01/21/21	14238	INFOSEND, INC	5000	WATER BILLING	0.00	890.09
1001	37406	01/21/21	14238	INFOSEND, INC	5000	WATER BILLING	0.00	1,503.32
TOTAL CHECK							0.00	2,393.41
1001	37407	01/21/21	10416	LAW & ASSOCIATES INVESTI	6120	BACKGROUND	0.00	600.00
1001	37408	01/21/21	14404	LOPEZ, RAYMUNDO	500	UB REFUND	0.00	77.02
1001	37409	01/21/21	10201	METRO UNIFORM & ACCESSOR	6120	BARRETT VEST	0.00	866.35

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FUND - 100 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DEPT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1001	37410	01/21/21	10237	P G & E - SACRAMENTO	6700	UTILITIES	0.00	519.90
1001	37410	01/21/21	10237	P G & E - SACRAMENTO	6200	UTILITIES	0.00	2,907.88
1001	37410	01/21/21	10237	P G & E - SACRAMENTO	5000	UTILITIES	0.00	9,724.03
TOTAL CHECK								13,151.81
1001	37411	01/21/21	14406	PHOTOGRAPHY BY YVONNE	6120	PHOTOS	0.00	206.41
1001	37412	01/21/21	11179	R G EQUIPMENT	6260	SUPPLIES	0.00	86.19
1001	37412	01/21/21	11179	R G EQUIPMENT	6260	SUPPLIES	0.00	230.71
TOTAL CHECK								316.90
1001	37413	01/21/21	14405	R.J. HILL	500	UB REFUND	0.00	85.91
1001	37414	01/21/21	11195	ROBERT V JENSEN INC	6160	FUEL	0.00	11.82
1001	37414	01/21/21	11195	ROBERT V JENSEN INC	6130	FUEL	0.00	37.25
1001	37414	01/21/21	11195	ROBERT V JENSEN INC	6130	FUEL	0.00	39.49
1001	37414	01/21/21	11195	ROBERT V JENSEN INC	6130	FUEL	0.00	47.15
1001	37414	01/21/21	11195	ROBERT V JENSEN INC	6160	FUEL	0.00	47.73
1001	37414	01/21/21	11195	ROBERT V JENSEN INC	6160	FUEL	0.00	60.51
1001	37414	01/21/21	11195	ROBERT V JENSEN INC	6260	FUEL	0.00	67.56
1001	37414	01/21/21	11195	ROBERT V JENSEN INC	6200	FUEL	0.00	68.19
1001	37414	01/21/21	11195	ROBERT V JENSEN INC	5000	FUEL	0.00	73.75
1001	37414	01/21/21	11195	ROBERT V JENSEN INC	5000	FUEL	0.00	74.81
1001	37414	01/21/21	11195	ROBERT V JENSEN INC	6200	FUEL	0.00	77.77
1001	37414	01/21/21	11195	ROBERT V JENSEN INC	6200	FUEL	0.00	86.68
1001	37414	01/21/21	11195	ROBERT V JENSEN INC	6260	FUEL	0.00	97.14
1001	37414	01/21/21	11195	ROBERT V JENSEN INC	5000	FUEL	0.00	101.28
1001	37414	01/21/21	11195	ROBERT V JENSEN INC	5000	FUEL	0.00	101.32
1001	37414	01/21/21	11195	ROBERT V JENSEN INC	6200	FUEL	0.00	101.32
1001	37414	01/21/21	11195	ROBERT V JENSEN INC	6200	FUEL	0.00	119.78
1001	37414	01/21/21	11195	ROBERT V JENSEN INC	6130	FUEL	0.00	123.59
1001	37414	01/21/21	11195	ROBERT V JENSEN INC	6200	FUEL	0.00	137.31
1001	37414	01/21/21	11195	ROBERT V JENSEN INC	6200	FUEL	0.00	154.74
1001	37414	01/21/21	11195	ROBERT V JENSEN INC	5000	FUEL	0.00	154.89
1001	37414	01/21/21	11195	ROBERT V JENSEN INC	6260	FUEL	0.00	166.99
1001	37414	01/21/21	11195	ROBERT V JENSEN INC	6260	FUEL	0.00	176.14
1001	37414	01/21/21	11195	ROBERT V JENSEN INC	6260	FUEL	0.00	202.21
1001	37414	01/21/21	11195	ROBERT V JENSEN INC	5000	FUEL	0.00	202.56
1001	37414	01/21/21	11195	ROBERT V JENSEN INC	5000	FUEL	0.00	202.56
1001	37414	01/21/21	11195	ROBERT V JENSEN INC	5000	FUEL	0.00	286.36
1001	37414	01/21/21	11195	ROBERT V JENSEN INC	5000	FUEL	0.00	306.82
TOTAL CHECK								3,327.68
1001	37415	01/21/21	10274	SAN JOAQUIN VAL AIR POLL	5000	PERMIT WELL 7	0.00	290.00
1001	37416	01/21/21	14400	SANDHU,KARAJIT & HAGANDE	500	UB REFUND	0.00	100.00
1001	37417	01/21/21	14403	SINGH, RADWINDER	500	UB REFUND	0.00	97.78
1001	37418	01/21/21	14358	SPARKLETTS	5000	WATER	0.00	69.15

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FUND - 100 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DEPT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1001	37419	01/21/21	14080	SWRCB - DWOCF	5000	D2 CERT RENEWAL	0.00	80.00
1001	37420	01/21/21	13543	UNIFIRST CORPORATION	6020	SUPPLIES	0.00	41.96
1001	37420	01/21/21	13543	UNIFIRST CORPORATION	6020	SUPPLIES	0.00	41.96
1001	37420	01/21/21	13543	UNIFIRST CORPORATION	6130	SUPPLIES	0.00	66.26
1001	37420	01/21/21	13543	UNIFIRST CORPORATION	6130	SUPPLIES	0.00	66.26
1001	37420	01/21/21	13543	UNIFIRST CORPORATION	6200	SUPPLIES	0.00	180.15
1001	37420	01/21/21	13543	UNIFIRST CORPORATION	5000	SUPPLIES	0.00	189.21
TOTAL CHECK							0.00	585.80
1001	37421	01/21/21	10725	VERIZON WIRELESS	5000	SERVICES	0.00	304.23
1001	37422	01/26/21	14328	ANNA'S RESTAURANT	208	SENIOR MEALS	0.00	960.00
1001	37423	01/26/21	11142	JOCYS RESTAURANT	208	SENIOR MEALS	0.00	960.00
1001	37424	01/26/21	14329	POWER DESIGN ELECTRIC	211	TEMP/WALTER ATPL	0.00	3,217.27
1001	37425	01/26/21	13187	SECOND CHANCE ANIMAL SHE	6270	SERVICES	0.00	1,000.00
1001	37426	01/28/21	10064	COLONIAL LIFE INSURANCE	100	EMPLOYEE DEDUCTION	0.00	120.54
1001	37426	01/28/21	10064	COLONIAL LIFE INSURANCE	100	EMPLOYEE DEDUCTION	0.00	183.36
TOTAL CHECK							0.00	303.90
1001	37427	01/28/21	10104	FPOA	100	EMPLOYEE DEDUCTION	0.00	525.00
1001	37428	01/28/21	10149	ICMA-RC 457 PLAN 303879	100	EMPLOYEE DEDUCTION	0.00	80.00
1001	37429	01/28/21	13496	KEENAN & ASSOCIATES	8500	EMPLOYEE BENEFITS	0.00	107.12
1001	37429	01/28/21	13496	KEENAN & ASSOCIATES	6020	EMPLOYEE BENEFITS	0.00	351.24
1001	37429	01/28/21	13496	KEENAN & ASSOCIATES	6150	EMPLOYEE BENEFITS	0.00	351.24
1001	37429	01/28/21	13496	KEENAN & ASSOCIATES	6025	EMPLOYEE BENEFITS	0.00	386.37
1001	37429	01/28/21	13496	KEENAN & ASSOCIATES	6030	EMPLOYEE BENEFITS	0.00	503.99
1001	37429	01/28/21	13496	KEENAN & ASSOCIATES	6400	EMPLOYEE BENEFITS	0.00	719.99
1001	37429	01/28/21	13496	KEENAN & ASSOCIATES	6700	EMPLOYEE BENEFITS	0.00	719.99
1001	37429	01/28/21	13496	KEENAN & ASSOCIATES	100	EMPLOYEE BENEFITS	0.00	1,305.00
1001	37429	01/28/21	13496	KEENAN & ASSOCIATES	100	EMPLOYEE BENEFITS	0.00	4,190.71
1001	37429	01/28/21	13496	KEENAN & ASSOCIATES	5000	EMPLOYEE BENEFITS	0.00	6,748.41
1001	37429	01/28/21	13496	KEENAN & ASSOCIATES	6200	EMPLOYEE BENEFITS	0.00	11,404.62
1001	37429	01/28/21	13496	KEENAN & ASSOCIATES	6120	EMPLOYEE BENEFITS	0.00	26,788.68
TOTAL CHECK							0.00	
1001	37430	01/28/21	13202	ROMTEC	211	PANZAK PARK	0.00	59,320.41
1001	37431	01/28/21	13647	SUN LIFE FINANCIAL	8500	EMPLOYEE BENEFITS	0.00	3.31
1001	37431	01/28/21	13647	SUN LIFE FINANCIAL	6150	EMPLOYEE BENEFITS	0.00	33.18
1001	37431	01/28/21	13647	SUN LIFE FINANCIAL	6400	EMPLOYEE BENEFITS	0.00	33.18
1001	37431	01/28/21	13647	SUN LIFE FINANCIAL	6700	EMPLOYEE BENEFITS	0.00	33.18
1001	37431	01/28/21	13647	SUN LIFE FINANCIAL	6030	EMPLOYEE BENEFITS	0.00	39.82
1001	37431	01/28/21	13647	SUN LIFE FINANCIAL	6020	EMPLOYEE BENEFITS	0.00	99.54
1001	37431	01/28/21	13647	SUN LIFE FINANCIAL	6160	EMPLOYEE BENEFITS	0.00	127.88
1001	37431	01/28/21	13647	SUN LIFE FINANCIAL	5000	EMPLOYEE BENEFITS	0.00	159.25
1001	37431	01/28/21	13647	SUN LIFE FINANCIAL	6200	EMPLOYEE BENEFITS	0.00	434.64

SUPERION  
DATE: 01/29/2021  
TIME: 14:39:05

CITY OF FOWLER  
CHECK REGISTER - DISBURSEMENT FUND

PAGE NUMBER: 9  
ACCTPA21

SELECTION CRITERIA: transact.check\_no between '37335' and '37464'  
ACCOUNTING PERIOD: 7/21

FUND - 100 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DEPT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1001	37431	01/28/21	13647	SUN LIFE FINANCIAL	6120	EMPLOYEE BENEFITS	0.00	769.74
1001	37431	01/28/21	13647	SUN LIFE FINANCIAL	100	EMPLOYEE BENEFITS	0.00	1,213.20
TOTAL CHECK							0.00	2,946.92
1001	37432	01/28/21	11335	VISION SERVICE PLAN - (C 8500		UTILITIES	0.00	1.97
1001	37432	01/28/21	11335	VISION SERVICE PLAN - (C 6020		UTILITIES	0.00	9.84
1001	37432	01/28/21	11335	VISION SERVICE PLAN - (C 6400		UTILITIES	0.00	9.85
1001	37432	01/28/21	11335	VISION SERVICE PLAN - (C 6700		UTILITIES	0.00	9.85
1001	37432	01/28/21	11335	VISION SERVICE PLAN - (C 6025		UTILITIES	0.00	10.83
1001	37432	01/28/21	11335	VISION SERVICE PLAN - (C 6030		UTILITIES	0.00	11.81
1001	37432	01/28/21	11335	VISION SERVICE PLAN - (C 6160		UTILITIES	0.00	19.70
1001	37432	01/28/21	11335	VISION SERVICE PLAN - (C 5000		UTILITIES	0.00	93.53
1001	37432	01/28/21	11335	VISION SERVICE PLAN - (C 6200		UTILITIES	0.00	127.99
1001	37432	01/28/21	11335	VISION SERVICE PLAN - (C 6120		UTILITIES	0.00	196.91
1001	37432	01/28/21	11335	VISION SERVICE PLAN - (C 100		UTILITIES	0.00	246.95
TOTAL CHECK							0.00	739.23
1001	37433	01/29/21	11689	A & C TIRE SERVICE	6130	TIRES	0.00	383.58
1001	37434	01/29/21	14152	A-C ELECTRIC CO	6200	STREET LIGHT REPAIR	0.00	260.00
1001	37435	01/29/21	14306	ACCOUNTemps	5000	SERVICES	0.00	242.34
1001	37435	01/29/21	14306	ACCOUNTemps	5000	SERVICES	0.00	378.66
1001	37435	01/29/21	14306	ACCOUNTemps	5000	SERVICES	0.00	399.90
1001	37435	01/29/21	14306	ACCOUNTemps	6030	SERVICES	0.00	727.02
1001	37435	01/29/21	14306	ACCOUNTemps	6030	SERVICES	0.00	1,135.97
1001	37435	01/29/21	14306	ACCOUNTemps	6030	SERVICES	0.00	1,199.70
TOTAL CHECK							0.00	4,083.59
1001	37436	01/29/21	10549	AT&T MOBILITY	6120	SERVICES	0.00	942.99
1001	37437	01/29/21	13826	ECS IMAGING INC	6150	LASERFICHE	0.00	60.00
1001	37437	01/29/21	13826	ECS IMAGING INC	6020	LASERFICHE	0.00	261.33
1001	37437	01/29/21	13826	ECS IMAGING INC	6025	LASERFICHE	0.00	261.33
1001	37437	01/29/21	13826	ECS IMAGING INC	5000	LASERFICHE	0.00	261.34
TOTAL CHECK							0.00	844.00
1001	37438	01/29/21	14397	FOWLER DONUTS	208	SENIOR DONUTS	0.00	304.50
1001	37439	01/29/21	10465	FRESNO NEON SIGN COMPANY	6200	SIGN REPAIR	0.00	647.64
1001	37440	01/29/21	12499	FRESNO PIPE & SUPPLY	5000	PIPES FOR HYDRANT RPR	0.00	506.17
1001	37441	01/29/21	10141	H & H TIRE SERVICES #3,	6120	TIRE REPAIR	0.00	20.00
1001	37442	01/29/21	11862	YVONNE HERNANDEZ	6700	MILEAGE	0.00	77.62
1001	37443	01/29/21	11091	HI TECH EVS INC AMER LAF	6130	PUMP TEST	0.00	295.00
1001	37444	01/29/21	10145	HINDERLITER, DELLAMAS &	6030	SALES TAX AUDIT	0.00	1,334.03
1001	37445	01/29/21	11018	HOME DEPOT CREDIT SERVIC	6200	SUPPLIES	0.00	31.89

SUPERION  
DATE: 01/29/2021  
TIME: 14:39:05

CITY OF FOWLER  
CHECK REGISTER - DISBURSEMENT FUND

PAGE NUMBER: 10  
ACCTPA21

SELECTION CRITERIA: transact.check\_no between '37335' and '37464'  
ACCOUNTING PERIOD: 7/21

FUND - 100 - GENERAL FUND									
CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DEPT	-----DESCRIPTION-----	SALES TAX	AMOUNT	
1001	37446	01/29/21	14259	IMAGESOURCE	6700	SERVICES	0.00	17.02	
1001	37446	01/29/21	14259	IMAGESOURCE	6150	SERVICES	0.00	25.53	
1001	37446	01/29/21	14259	IMAGESOURCE	6160	SERVICES	0.00	25.53	
1001	37446	01/29/21	14259	IMAGESOURCE	5000	SERVICES	0.00	68.09	
1001	37446	01/29/21	14259	IMAGESOURCE	6020	SERVICES	0.00	102.13	
1001	37446	01/29/21	14259	IMAGESOURCE	6120	SERVICES	0.00	102.13	
TOTAL CHECK							0.00	340.43	
1001	37447	01/29/21	14408	JEFFREYS, BRYAN & LORI	500	UB REFUND	0.00	100.00	
1001	37448	01/29/21	11022	JP COOKE CO	6020	21 CITY DOG TAGS	0.00	68.60	
1001	37449	01/29/21	12524	KENT M KAWAGOE, PH. D.	6120	PSYCH EXAM	0.00	300.00	
1001	37450	01/29/21	12411	LEXIPOL LLC	6120	SERVICES	0.00	1,650.00	
1001	37451	01/29/21	11507	LIEBERT CASSIDY WHITMORE	6020	SERVICES	0.00	1,596.00	
1001	37452	01/29/21	10201	METRO UNIFORM & ACCESSOR	6120	UNIFORM	0.00	407.35	
1001	37453	01/29/21	10203	MID VALLEY PACKAGING & S	6020	SUPPLIES	0.00	149.01	
1001	37454	01/29/21	14409	MUNOZ, GRACIELA	500	UB REFUND	0.00	100.00	
1001	37455	01/29/21	14407	NINO, DORALI	500	UB REFUND	0.00	28.99	
1001	37456	01/29/21	10237	P G & E - SACRAMENTO	2250	UTILITIES	0.00	14.78	
1001	37456	01/29/21	10237	P G & E - SACRAMENTO	6200	UTILITIES	0.00	22.90	
1001	37456	01/29/21	10237	P G & E - SACRAMENTO	6200	UTILITIES	0.00	95.79	
1001	37456	01/29/21	10237	P G & E - SACRAMENTO	6200	UTILITIES	0.00	219.80	
1001	37456	01/29/21	10237	P G & E - SACRAMENTO	6130	UTILITIES	0.00	618.22	
1001	37456	01/29/21	10237	P G & E - SACRAMENTO	2250	UTILITIES	0.00	5,497.71	
TOTAL CHECK							0.00	6,469.20	
1001	37457	01/29/21	10249	QUILL	6030	SUPPLIES	0.00	7.19	
1001	37457	01/29/21	10249	QUILL	208	SUPPLIES	0.00	12.18	
1001	37457	01/29/21	10249	QUILL	6030	SUPPLIES	0.00	12.67	
1001	37457	01/29/21	10249	QUILL	6020	SUPPLIES	0.00	15.04	
TOTAL CHECK							0.00	47.08	
1001	37458	01/29/21	10251	R & R AUTO REPAIR SHOP	6120	AUTO MAINTENANCE	0.00	47.10	
1001	37458	01/29/21	10251	R & R AUTO REPAIR SHOP	6120	AUTO MAINTENANCE	0.00	252.05	
TOTAL CHECK							0.00	299.15	
1001	37459	01/29/21	12672	R&B COMPANY	5000	SUPPLIES	0.00	84.45	
1001	37460	01/29/21	12443	SIMPLET GROWER SOLUTIONS	6200	SUPPLIES	0.00	391.68	
1001	37461	01/29/21	10764	TOYOTA OF SELMA	6020	AUTO MAINTENANCE	0.00	52.50	
1001	37462	01/29/21	10325	TULARE COUNTY JAIL INDUS	6010	ENGRAVED PLATES	0.00	80.81	

PAGE NUMBER: 11  
ACCTPA21

FUND - 100 - GENERAL FUND

[illegible]

SUPERION  
DATE: 01/29/2021  
TIME: 14:39:05

CITY OF FOWLER  
CHECK REGISTER - DISBURSEMENT FUND

PAGE NUMBER: 12  
ACCTPA21

SELECTION CRITERIA: transact.check\_no between '37335' and '37464'  
ACCOUNTING PERIOD: 7/21

FUND - 900 - PUBLIC FINANCING AUTH							
CASH ACCT	CHECK NO	ISSUE DT	VENDOR NAME	DEPT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1001	37379	01/08/21	10214 NBS	900	ADMIN FEE	0.00	667.46
TOTAL CASH ACCOUNT						0.00	667.46
TOTAL FUND						0.00	667.46
TOTAL REPORT						0.00	268,858.77

**MINUTES OF THE FOWLER CITY COUNCIL MEETING  
JANUARY 5, 2021**

Mayor Cardenas called the meeting to order at 7:01 p. m. Roll call was taken.

Councilmembers Present: Cardenas, Rodriquez, Kazarian, Mejia and Parra (via teleconference)

City Staff Present: City Manager Davis, City Attorney Cross, Public Works Director Dominguez, Fire Chief Lopez, City Engineer Peters, Planning Commissioner Mellon, Deputy City Clerk Burrola

**PUBLIC PRESENTATIONS**

Craig Mellon, Fowler resident and Chairman of the City of Fowler's Planning Commission, voiced his concerns regarding the current vacancies on the Planning Commission.

Ryan Bedrosian, Fowler resident, recited the Deprivation of Rights, Color of Law, Section 242 of Title 18.

**COMMUNICATIONS**

None.

**STAFF REPORTS**

**CITY ENGINEER'S REPORT**

**Consider / Adopt Resolution No. 2486 Approving Final Tract Map No. 6274 and Accepting Street Dedication and Easements**

City Engineer Peters provided a PowerPoint presentation and gave background information on Tract 6274 final map. The applicant, Woodside Homes, is proposing to develop a 99 lot subdivision in the northeast corner of Sunnyside and Sumner Avenue. The applicant has complied with the conditions and a subdivision agreement has been prepared for the development. Mr. Peters noted the typo in the Agreement under "Reimbursement" to state Sumner Avenue not Walter Avenue. The subdivision agreement requires that the applicant post bonds or instruments of security with the City in order to guarantee the construction of the improvements, which have been submitted to the City.

He said the applicant has submitted the public improvement plans and the final map to the City and has been reviewed and approved by the City Engineer. A request by the Council for another access onto Sumner Avenue has been incorporated into the final map and improvement plans. The access will be a right-in / right-out only access in order to manage traffic at this intersection. Mr. Peters said the subdivision is required to develop a neighborhood park, the applicant has submitted a conceptual plan for the development of the park. The Council is required by law to accept the final map unless they can site deficiencies in the final documents. Following acceptance of the map by the City, the City Engineer shall deliver the final map to the Fresno County Recorder's office.

The Mayor opened the discussion for public comments on the matter.

Ryan Bedrosian, Fowler resident, said it would be a good addition to the City.

Councilmember Kazarian made a motion to approve Resolution No. 2486, "A Resolution of the City Council of the City of Fowler Approving Final Tract Map No. 6274 and Accepting Street Dedication and Easements as amended; seconded by Mayor Pro-Tem Rodriquez. The motion carried by roll call vote: Ayes: Kazarian, Rodriquez, Mejia, Parra, Cardenas. Noes: None. Abstain: None. Absent: None.

## **CITY MANAGER'S REPORT**

### **COVID-19 Update**

City Manager Davis said the City applied for a Local Early Action Planning (LEAP) grant. LEAP provides one-time grant funding to cities and counties to update their incentives, resources, and accountability to meet housing goals. The City was awarded \$65,000 which will be used to assist with the General Plan update.

She said a pre-construction meeting for the Main Street project is scheduled to take place on Thursday, January 7<sup>th</sup> at 10:00 a.m. at the City Council Chambers.

City Manager Davis said she was unable to get this week's COVID updates, but as of December 28<sup>th</sup> the City is currently at 508 total cases, 117 close contacts, 229 community spread, 6 travels, and 28 are under investigation.

Ms. Davis said Interim Finance Director Sanchez and Temporary Accountant Lisa Sherman submitted an application to Fresno County on the CARES Act funding allocation and the City was awarded \$112,000 by the Fresno County Board of Supervisors.

## **PUBLIC WORKS REPORT**

Public Works Director Dominquez commended this staff for all their hard work and dedication during these current events.

## **FINANCE DIRECTOR'S REPORT**

City Manager Davis said the Finance Department is working on getting the 2019 audit and budget completed.

## **POLICE DEPARTMENT REPORT**

No report was given.

## **FIRE DEPARTMENT REPORT**

Fire Chief Lopez provided the monthly calls stats for the month of October and November 2020. In November there were 812 event calls, there has been an increase in medical calls due to COVID.

He said he will be having training for his staff and will provide the 2021 training schedule to the Council.

## **CITY ATTORNEY'S REPORT**

City Attorney Cross said that he will be conducting a workshop on the changes to the Brown Act at a future meeting.

## **CONSENT CALENDAR**

The consent calendar consisted of: A) Ratification of Warrants – January 5, 2021; B) Approve Minutes of the City Council Special Meetings – December 8, 2020 and December 15, 2020

Councilmember Parra pulled Item A and recused himself due to not being present in person and not having a copy of the warrants in hand.

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

Mayor Pro Tem Rodriquez made a motion to approve Item A of the consent calendar, seconded by Councilmember Mejia. The motion carried by roll call vote: Ayes: Rodriquez, Mejia, Cardenas, Kazarian. Noes: None. Abstain: Parra. Absent: None.

## **COMMITTEE REPORTS**

### **Board / Committee Assignments**

Mayor Cardenas confirmed Council assignments to various committee and boards:

<u>Fresno County Council of Governments (COG)</u> .....	David Cardenas – alternate: Dan Parra
<u>Highway 99 Beautification Committee</u> .....	Mark Rodriquez – alternate: Juan Mejia
<u>S.K.F. Sanitation District</u> .....	David Cardenas – alternate: Dan Parra
<u>Consolidated Mosquito Abatement District</u> .....	David Cardenas
<u>Five Cities Economic Development Authority</u> .....	Karnig Kazarian – alternate: Mark Rodriquez
<u>Southeast Regional Solid Waste Commission</u> .....	Mark Rodriquez – alternate: Dan Parra
<u>Fowler Recreation Commission</u> .....	Juan Mejia
<u>Friends of the Fowler Library</u> .....	Juan Mejia
<u>San Joaquin Valley Air Pollution Control District Special City Selection Committee</u> .....	Mark Rodriquez – alternate: Karnig Kazarian
<u>South Kings Ground Water Sustainability Agency</u> .....	Karnig Kazarian
<u>Finance Committee</u> .....	Dan Parra and Karnig Kazarian

### **Reappointment of Planning Commissioners**

Mayor Cardenas recommended reappointment of Craig Mellon and Kevin Kandarian to another term on the Planning Commission, as their terms expired on December 31, 2020. Councilmember Mejia made a motion, seconded by Mayor Pro-Tem Rodriquez, to re-appoint Craig Mellon and Kevin Kandarian to a new term on the Planning Commission. The Motion carried by roll call vote: Ayes: Mejia, Rodriquez, Cardenas, Kazarian, Parra. Noes: None. Abstain: None. Absent: None.

Mayor Cardenas said it was brought to his attention that the neon letters on the FOWLER sign at the intersection of Golden State Boulevard and Merced Street are out. Fire Chief Lopez said it's been a constant issue with the cold weather affecting the lighting of the sign. A discussion took place to get the sign fixed.

Councilmember Kazarian attended a South Kings GSA meeting; they are in the process of trying to move forward with a project that would qualify for a grant for the Kings sub-basin.

## **CLOSED SESSION**

Mayor Cardenas adjourned the meeting to a closed session at 8:03 p.m. to discuss pursuant to Government Code Section 54956.9(d) (1) conference with Legal Counsel – existing litigation City of Fowler v. David Elias, Fresno County Superior Court Case No. 19CECG04298 and Government Code Section 54956.8 conference with Real Property Negotiators, Property: 131 N. 6<sup>th</sup> Street (Christian Church) Agency Negotiators Jeannie Davis, City Manager. Negotiating Party: Prodigy Health Care under Negotiation: Price and terms.

The meeting reconvened to open session at 8:37 p.m. with no reportable action taken. Direction was given to staff.

## **ADJOURNMENT**

Having no further business, Councilmember Kazarian made a motion, seconded by Mayor Pro-Tem Rodriquez to adjourn. The motion carried and the meeting adjourned at 8:37 p.m.

**MINUTES OF THE FOWLER CITY COUNCIL  
SPECIAL MEETING  
JANUARY 12, 2021**

Mayor Cardenas called the meeting to order at 6:04 p. m. Roll call was taken.

Councilmembers Present: Cardenas, Rodriquez, Kazarian, Mejia and Parra (via teleconference)

City Staff Present: City Manager Davis, City Attorney Wolfe, Avery Associates Paul Kimura

**PUBLIC PRESENTATIONS**

There were no public presentations.

**CLOSED SESSION**

The meeting adjourned to a closed session at 6:05 p.m.:

- ♦ Pursuant to Government Code Section 54957 – Public Employee Appointment / Employment – Title: City Manager

The meeting reconvened to open session at 7:11 p.m. with no reportable action taken.

**ADJOURNMENT**

Having no further business, Mayor Pro-Tem Rodriquez made a motion, seconded by Councilmember Mejia to adjourn. The motion carried and the meeting adjourned at 7:11 p.m.

**MINUTES OF THE FOWLER CITY COUNCIL  
SPECIAL MEETING  
JANUARY 26, 2021**

Mayor Cardenas called the meeting to order at 12:39 p. m. Roll call was taken.

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

City Staff Present: City Manager Davis, City Attorney Cross, Paul Kimura, Avery Associates

**PUBLIC PRESENTATIONS**

There were no public presentations.

**CLOSED SESSION**

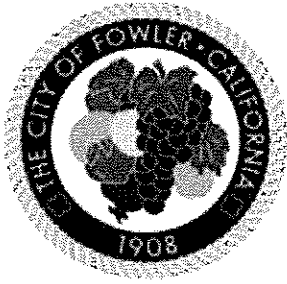
The meeting adjourned to a closed session at 12:40 p.m.:

- ♦ Pursuant to Government Code Section 54957 – Public Employee Appointment / Employment – Title: City Manager

The meeting reconvened to open session at 4:21 p.m. with no reportable action taken.

**ADJOURNMENT**

Having no further business, Councilmember Kazarian made a motion, seconded by Mayor Pro-Tem Rodriquez to adjourn. The motion carried and the meeting adjourned at 4:21 p.m.



**ITEM 7C**

**TO:** Fowler City Council

**FROM:** Jeannie Davis, City Manager  
Scott Cross, City Attorney

**SUBJECT:** Declare Property as Surplus Property

- A) Adopt Resolution No. 2487 Declaring Real Property Located at 131 North 6th Street to be Surplus Property and Directing the City Manager to Send Notices of Availability Pursuant to Government Code section 54220, et seq.

**DATE:** January 19, 2021

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**ATTACHMENTS:**

Resolution No. 2487  
Map of Property

**RECOMMENDATION**

For the City Council to adopt Resolution No. 2487, a Resolution of the Fowler City Council Declaring Real Property Located at 131 North 6th Street to be Surplus Property and Directing the City Manager to Send Notices of Availability Pursuant to Government Code section 54220, et seq.

**DISCUSSION**

The City has been approached about selling or leasing the former Fowler Christian Church property located at 131 North 6th Street ("Property"). The City purchased the Property in 2016. Pursuant to Government Code section 54220 et seq., the City is required to take formal action in a regular public meeting declaring that the Property is surplus and is not necessary for the City's use before disposing the Property by sale or lease. This resolution makes that declaration and directs the City Manager to take other actions required for the City to be able to dispose of the Property.

Following approval of this resolution, the next step, required by Government Code section 54222, is to send a written notice to certain governmental and non-governmental entities that the Property is available. Legislative changes effective January 1, 2020, expanded the list of entities that must receive notice, but Section 54222 still requires notices to be sent to designated entities for purposes of low- or moderate-income housing, parks/open space, school use, and infill development. Any entity receiving notice from the City has 60 days to notify the City in writing of its interest in acquiring the Property. If the City receives notice of interest, the City is then required to negotiate with the interested entity for at least 90 days.

If no interested entity responds to the City's notice within 60 days, or if no agreement is reached with an interested entity after the required negotiation period, the City is free to sell or lease the Property however and to whomever it chooses. Any proposed sale or lease agreement for the Property will have to be approved by the City Council.

#### **REASONS FOR RECOMMENDATION**

The Property is not needed by the City, the existing structure is in a substandard condition, and the City has no other immediate need or use for the Property. The City has been approached about selling or leasing the Property. Adopting this resolution to declare the Property to be surplus property and sending the required notices of availability are prerequisites before the Property can be sold or leased to anyone.

#### **ACTIONS FOLLOWING APPROVAL**

The City Manager will send notices of availability to those entities required by Government Code section 54222. The Council will be kept informed of any response from interested entities and negotiations that may occur.

**RESOLUTION NO. 2487**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FOWLER  
DECLARING REAL PROPERTY LOCATED AT 131 NORTH 6TH STREET TO BE  
SURPLUS PROPERTY AND DIRECTING THE CITY MANAGER TO SEND NOTICES  
OF AVAILABILITY PURSUANT TO GOVERNMENT CODE SECTION 54220, ET SEQ.**

**WHEREAS**, the City of Fowler (“City”) owns that certain real property located at 131 North 6th Street in the City of Fowler, County of Fresno, APN 343-142-14 (“Property”), which is the former Fowler Christian Church; and

**WHEREAS**, the Property is not needed by the City, the existing structure is in a substandard condition, and the City has no other immediate need or use for the Property; and

**WHEREAS**, pursuant to Government Code section 54220 et seq., the City desires to declare the Property to be surplus and satisfy the necessary steps so that the Property may be disposed by sale or lease; and

**WHEREAS**, following a declaration of surplus property the City is required to send notice of availability of the surplus property to designated entities as required by Government Code section 54222; and

**WHEREAS**, it is in the best interests of the City to declare the Property to be surplus property pursuant to Government Code section 54221 and to begin the process to potentially dispose of the Property in accordance with applicable law.

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

1. The City Council finds that the Property is not necessary for the City’s use and hereby declares the Property to be surplus property pursuant to Government Code section 54221.
2. The City Manager or designee is directed to prepare and send notices of availability in accordance with Government Code section 54222 to those entities identified in that section.
3. The City Manager or designee is authorized to take such other action and send such other notices as may be required or authorized by law, including but not limited to Government Code section 54220 et seq., which are necessary to satisfy any requirements so that the Property may subsequently be disposed of by sale or lease to be approved by the City Council.

\*\*\*\*\*

The foregoing resolution of the City of Fowler was duly and regularly adopted by the City Council of the City of Fowler at a regular meeting held on January 19, 2021, by the following vote:

AYES:  
NAYS:  
ABSTAIN:  
ABSENT:

APPROVED:

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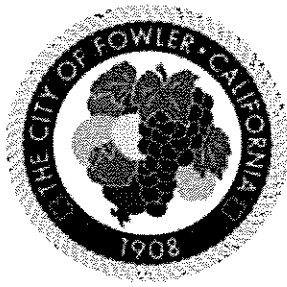
David Cardenas, Mayor

ATTEST:

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Jeannie Davis, City Clerk

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## ITEM 7D

**TO:** Fowler City Council

**FROM:** Wiley R. Driskill  
Deputy City Attorney

**SUBJECT:** Resolution No. 2488, a Resolution of the Fowler City Council Confirming Assessment for Costs for Abatement of Nuisance, 403 South 5th Street, Fowler, CA, APN No: 343-253-09.

**DATE:** January 19, 2021

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### ATTACHMENTS:

**Exhibit "A":** Abatement and Cost Recovery Agreement  
**Exhibit "B":** Resolution No. 2488  
**Exhibit "C":** Abatement Cost Accounting Report

### RECOMMENDATION

For the City Council to adopt Resolution No. 21-2488, a Resolution of the Fowler City Council Confirming Assessment for Costs for Abatement of Nuisance, 403 South 5th Street, Fowler, CA, APN No: 343-253-09.

### EXECUTIVE SUMMARY

The City incurred costs of Fifteen Thousand Three Hundred Twenty Nine Dollars and Thirty Two Cents (\$15,329.32) related to the demolition and removal of a derelict structure located at 403 South 5th Street ("Property"). The Property owner, Joe Najarian, was invoiced by the City for these costs on December 14, 2020. Pursuant to Fowler Municipal Code § 5-23.104, Mr. Najarian had thirty (30) days from the date of the invoice to pay these costs in full. To date, no payment has been made in any amount, nor has the property owner, or any representative thereof, appealed the invoice under section 5-23.105 of the Municipal Code.

At this time the City is entitled to recover its abatement and enforcement costs from Mr. Najarian and the Property. Resolution No. 21-2488 will confirm these costs as an assessment and regular lien against the Property if not paid within 15 days of the approval of the Resolution.

## **BACKGROUND**

In January 2017, the single-family residence on the Property experienced a severe structure fire. While the frame of the building remained upright and most of the roof remained intact, the property was in all other respects severely damaged.

On January 19, 2017, the City's Building Official and Code Enforcement Officer Nolasco Baxa notified Mr. Najarian that the burned-out structure on the Property was unsafe, dangerous, and considered a "public nuisance" in violation of the Fowler Municipal Code. The Notice compelled Mr. Najarian to abate the nuisance by demolition and removal of the burned structure within thirty (30) days, and that failure to comply could result in fines and liens against the Property.

Mr. Najarian failed to take any action within the thirty-day deadline, so he was noticed again on February 27, 2017 and issued an administrative citation.

Code Enforcement Officer Baxa sent Mr. Najarian another notice of the continued nuisance and his failure to abate, along with a second administrative citation, on March 20, 2017.

Finally, on September 21, 2017, Officer Baxa sent Mr. Najarian a final notice to abate the nuisance conditions on the Property by demolition of the burned structure within (30) days, or the City would demolish the structure by its own means and assess the costs against the Property, pursuant to Municipal Code section 5-23.103. This notice also informed Mr. Najarian of his right to file an administrative appeal, pursuant to Municipal Code section 5-22.104. He never filed an appeal of any of the City's Notices of Nuisance and demands to abate.

On October 23, 2017, Mr. Najarian (through his attorney) requested a ninety (90) day extension of time to abate the nuisance property by demolition. The City granted this extension by letter dated November 1, 2017. However, at no time during the ninety day extension period did Mr. Najarian make any efforts to abate the nuisance structure on the Property. Accordingly, he was notified by letter dated February 1, 2018 that the City would now proceed with the abatement through its own means.

Eventually, in or about April 2018, the City and Mr. Najarian came to an agreement by which he would voluntarily allow the City to enter onto the property and demolish the burned structure through City contractors (thereby avoiding the need for a judicial abatement warrant). In exchange, Mr. Najarian expressly agreed to be responsible for all

abatement costs the City incurred, and that such costs would be assessable as a lien on the Property, unless otherwise paid in full. (A copy of this Agreement is attached as **Exhibit "A"**.)

The City's contractor performed the demolition on or about December 19, 2018. Mr. Najarian was invoiced for the City's abatement costs on December 14, 2020 and given thirty (30) days to pay in full or the costs would be assessed as a lien on the property. To date, he has neither paid any of the costs, nor appealed the cost invoice.

## **PROPOSAL AND ANALYSIS**

Pursuant to the City's Cost Recovery Ordinance (Chapter 5-23 of the Fowler Municipal Code), upon the Council's confirmation of the amount of the assessment, after notice is given to the owner (or legal representatives of his/her estate) and holders of any mortgage or deed of trust, the City may record a notice of lien in the office of the County Recorder, creating a lien on the Property which may be enforced either by collection with the County property taxes, or by foreclosure.

Notice was provided to Mr. Najarian by letter on December 14, 2020. This notice and the proposed notice of lien are attached as exhibits to the Draft Resolution.

## **FISCAL IMPACT**

The City will collect Fifteen Thousand Three Hundred Twenty Nine Dollars and Thirty Two Cents (\$15,329.32) either upon sale of the property or as part of the taxes collected from the Property.

## **REASONS FOR RECOMMENDATION**

The City incurred substantial expenses in abating a nuisance at the Property and is entitled to recover those costs from Mr. Najarian, or as an assessment and regular lien against the Property.

## **ACTIONS FOLLOWING APPROVAL**

If after 15 days following the passage of the resolution, Mr. Najarian has not paid the amount owed, the City will record the Notice of Lien with the County Recorder.

Prepared by:           Wiley R. Driskill, Deputy City Attorney

Submitted by:       \_\_\_\_\_  
Nolasco Baxa, Building Inspector/Code Enforcement Officer

# **EXHIBIT “A”**

**CONSENT FOR ENTRY ONTO PROPERTY**

Address: 403 S. 5th street, Fowler, CA 93625  
APN: 343-253-09

I, JOE NAJARIAN, am the owner of the property located at 403 S. 5th street, Fowler, CA 93625 ("Property").

I received the City of Fowler's ("City") January 19, 2017 and September 21, 2017 Notices of Dangerous Building - Order to Demolish or Repair ("Order"). Those Orders required that I demolish or repair the building located at the Property.

On October 23, 2017, I requested, and the City granted, a ninety (90) day extension of time to perform the ordered demolition. To date, I have not taken the necessary steps to repair or demolish the building and the City is seeking consent to demolish the building through its own agents. As part of the demolition, the City requires a three-step process which includes: an inspection of the Property for hazardous materials, including lead and asbestos; an inspection to obtain bids for the cost of demolition; and entry for the actual demolition of the building.

I hereby authorize the City and its employees, agents, and contractors, to enter the Property to conduct the inspections. I further authorize the City, once the inspections have been completed to enter the Property and to demolish the building and structures located on the Property; the abatement and enforcement costs related to the demolition to be placed as a special assessment or lien on the Property, pursuant to Fowler Municipal Code section 5-23.109, unless otherwise paid in full.

The City agrees to provide me with at least 48 hours' notice before entering the building by contacting me or my attorney, Jeff S. Shepard. This authorization will be valid for a period of six months from March 1, 2018 until September 1, 2018.

Dated: May 1, 2018

Joe Najarian  
JOE NAJARIAN

APPROVED AS TO FORM:

Jeff S. Shepard  
Attorney for Joe Najarian

# **EXHIBIT “B”**

**RESOLUTION NO. 2488**

**RESOLUTION BEFORE THE CITY COUNCIL OF THE CITY OF FOWLER,  
COUNTY OF FRESNO, STATE OF CALIFORNIA**

---

**RESOLUTION CONFIRMING ASSESSMENTS FOR NUISANCE ABATEMENT  
COSTS FOR VIOLATIONS FOR PROPERTY RELATED TO A PUBLIC NUISANCE  
AS PROVIDED WITHIN SECTION 5, CHAPTER 23 OF THE FOWLER MUNICIPAL  
CODE; 403 SOUTH 5<sup>TH</sup> STREET, FOWLER, CA, APN No: 343-253-09.**

WHEREAS, the City found numerous violations of Fowler Municipal Code (FMC) sections 5-16.02; 8-9.01 and 8-11.02 (Property Related Nuisances), at 403 South 5<sup>th</sup> Street, Fowler, CA("Property"); and

WHEREAS, the Property owner failed to take any measures to abate the property nuisances after being served with multiple Notices to Abate, and multiple administrative citations; and

WHEREAS, the City was eventually forced to abate the nuisance Property by demolition, through use of its own agents in December 2018; and

WHEREAS, the City incurred abatement costs totaling \$15,329.32 in order to abate the Property by demolition; and

WHEREAS, on December 14, 2020, the City provided notice by Letter ("Notice") to the Property owner of his responsibility for payment of the City's abatement costs, and of his right to appeal these costs (a copy of the Notice is attached hereto as **Exhibit 1**); and

WHEREAS, the Property owner has not filed any appeal of the abatement costs, nor paid any of these costs; and

WHEREAS, the City scheduled January 19, 2021 as the time for the Council to consider and confirm the amount of the abatement costs as an assessment ("Assessment"); and

WHEREAS, the City provided notice by letter to the owner of the Property (Joe Najarian) at least 15 days before the date of the Council's consideration of the assessment (see, **Exhibit 1**); and

WHEREAS, the Notice informed the owner that the Council would be considering the Assessment during the Council's January 19, 2021 Council meeting.

NOW THEREFORE, BE IT RESOLVED by the Council as follows:

1. Confirms the amount of the abatement costs (\$15,329.32).
2. Authorizes the filing of Notice of Lien on the Property in the Fresno County Recorder's Office which shall become a special assessment against the Property, and may be added to the next regular tax bills levied against the Property, and collected at the same time and in the same manner as the County collects property taxes. The Notice of Lien shall be in substantially the form attached hereto as **Exhibit 2**.
3. Authorizes the City Manager and her designee(s) to take whatever actions are necessary and appropriate to perfect the recording of the Notice of Lien and collect the amounts due under the Assessment, which may include, but are not limited to ensuring that the Costs are added to the next regular tax bills and collected with property taxes, or by judicial foreclosure or other sale, or any other means provided by law.
4. Nothing in this Resolution or in the filing of the Notice of Lien shall preclude the City from collecting the Costs in any other lawful manner, including collecting the Assessment as a debt against the responsible owner.

The foregoing resolution was introduced and adopted at a regular meeting of the Council of the City of Fowler held on the 19th day of January, 2021, by the following vote to wit:

APPROVED: \_\_\_\_\_, 2021

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

\_\_\_\_\_  
Jeannie Davis, City Manager/City Clerk

# **EXHIBIT 1**



Wiley R. Driskill  
Attorney at Law

E-mail: [wdriskill@lozanosmith.com](mailto:wdriskill@lozanosmith.com)

December 14, 2020

**Via U.S. Mail**

Joe Najarian  
407 S. 5th Street  
Fowler, CA 93625

RE: Property located at 403 S. 5th Street, Fowler 93625; APN # 343-253-09  
Invoice and Notice of City Council Meeting to Confirm Code Enforcement and  
Abatement Costs and Place an Assessment Lien on Property  
Invoice Amount: **\$15,329.32**

Dear Mr. Najarian:

As you are aware, the City of Fowler has responded to, and abated, a public nuisance at the property described above. In accordance with Sections 5-21.101, sub. (a)-(c), (f), (t), 5-21.202, 5-21.203, and 5-21.301, sub. (b)-(c), as well as 8-9.01 of the Fowler Municipal Code, as the property owner or other responsible party, and pursuant to the parties' May 1, 2018 "Consent for Entry" agreement, you are responsible for the City's abatement and enforcement costs in responding to the nuisance ("Response Costs").

The Costs to date amount to a total of **\$15,329.32** as detailed in the enclosed invoices. If you fail to pay these costs within thirty (30) days from the date of this Invoice, the costs may be collected in any or all of the following ways: by a collection agency as a personal obligation, by the City Attorney's office through judicial action, or as a special assessment and lien attached to the subject property.

You have a right to administrative review of the accounting of the costs incurred by the City by filing a written request for such review with the City Clerk within fifteen (15) days of the date of this Invoice. One administrative hearing will be scheduled, with the only subject for consideration being the actual amount of costs. The City's right to cost recovery, or the underlying basis for the abatement action, are not subject to review. A failure to request administrative review will be deemed a waiver of a right to review of the amount of the costs.

Before a special assessment is placed on the subject property, the costs will be confirmed by the City Council. This special assessment will be considered by the City Council at the January 19, 2021 meeting. If the costs are not paid by January 15, 2021, the City Council will consider approval of a resolution confirming the Costs and authorizing the filing of a Notice of Lien on the Property in the Fresno County Recorder's Office which shall become a special assessment

Joe Najarian  
December 14, 2020  
Page 2

against the Property, added to the next regular tax bills levied against the Property, and collected in the same manner as the County collects property taxes.

You have a right to appear at the January 19, 2021 meeting and present objections to the accounting. The basis for the code enforcement action will not be the subject of the Council's consideration.

The filing of a Notice of Lien will not relieve the responsible parties from paying the Costs and the Costs will remain a debt of the responsible parties until paid.

If you plan to attend and present documentary evidence to the City Council, please present that evidence to the City Clerk before 12:00 p.m. on the Wednesday before the Council meeting (January 14, 2021) in order for that information to be timely considered by the City Council.

This Invoice may be recorded as a Notice of Costs or Penalties in the Fresno County Recorder's Office.

This Invoice is separate and independent of any other notices you may have received relating to abatement of a nuisance on the property. Payment should be made as follows:

City of Fowler  
128 S. 5th Street  
Fowler, CA 93625  
Attn. City Clerk

If you have any questions or concerns, you may contact me at (559) 431-5600.

Sincerely,

LOZANO SMITH

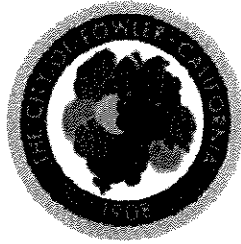


Wiley R. Driskill  
Assistant City Attorney  
For City of Fowler

cc: Jeff S. Shepard, Attorney for Joe Najarian [Via Facsimile (559) 896-0317 and U.S. Mail]  
Scott G. Cross, City Attorney  
Nolasco Baxa, Building Inspector/Code Enforcement Officer  
Jeannie Davis, City Manager

Enclosures

J:\wdocs\00250\041\lir\00818993.DOC



**CITY OF FOWLER**  
**COST FOR ABATING PUBLIC NUISANCE**

Property Address: 403 S. 5th Street  
Fowler, CA 93625  
APN: 343-253-09  
Owner: Joe Najarian

---

**ITEMS:**

<b>DESCRIPTION</b>		<b>AMOUNT</b>
1-800-Boardup		\$2,694.91
Lee Crippen Demolition		\$8,000.00
City Time: Attached		\$1,187.36
Citation: Fine		\$3,000.00
Demolition Permit		\$447.05

**TOTAL: \$15,329.32**

SUPERION  
DATE: 06/05/2020  
TIME: 17:42:28

SELECTION CRITERIA: transact.vend\_nom='13335'

CITY OF FOWLER  
VENDOR PAYMENT HISTORY

PAGE NUMBER: 1  
ACCTPA31

-----VENDOR-----		INVOICE PURCHASE OR P/F	1099 CHECK NO	DEPT PROJECT	-----DESCRIPTION-----		SALES TAX	AMOUNT
13335	1-800-BOARDUP	4433	N	30002	108 N 3RD		0.00	610.93
		0		11/03/15	KRL183			
13335	1-800-BOARDUP	4903	N	31396	136 BONITA AVE		0.00	1254.25
		0		10/03/16	KW1003			
13335	1-800-BOARDUP	4909	N	31396	429 E LACROSSE		0.00	1188.91
		0		10/03/16	KW1003			
13335	1-800-BOARDUP	4951	N	31624	429 E LACROSSE		0.00	508.00
		0		11/23/16	KW1123			
13335	1-800-BOARDUP	4981	N	31779	429 E LA CROSSE		0.00	805.80
		0		01/05/17	KW0105			
13335	1-800-BOARDUP	4982	N	31779	136 BONITA AVE		0.00	739.20
		0		01/05/17	KW0105			
13335	1-800-BOARDUP	4829	N	31918	429 LACROSSE		0.00	580.62
		0		02/03/17	KW0202			
13335	1-800-BOARDUP	5078	N	32874	403 S 5TH		0.00	1098.96
		0		09/15/17	KW0915			
13335	1-800-BOARDUP	5134	N	33481	403 S 5TH		0.00	718.08
		0		08/02/18	KW0301			
13335	1-800-BOARDUP	5357	M	34801	403 S 5TH		0.00	877.67
		0		02/13/19	KW0213			
13335	1-800-BOARDUP	5413	M	35210	318 N 5TH		0.00	1110.00
		0		06/06/19	KW0605			
13335	1-800-BOARDUP	5427	M	35272	318 N 5TH ST		0.00	200.00
		0		06/28/19	KW0628			
13335	1-800-BOARDUP	5464	M	35541	2312 E KATHERINE		0.00	1410.20
		0		09/13/19	KW0913			
TOTAL VENDOR							0.00	11102.82
TOTAL REPORT							0.00	11102.82



Contractor's License #: 588923

## CONTRACT

This Contract made Thursday, May 10, 2018 between City of Fowler here referred to as ("CITY"), and **Lee Crippen Demolition**, of 425 S. Rolinda - Fresno, Ca 93706 - Fresno County, here referred to as ("Contractor").

Lee Crippen Demolition hereby agrees to provide all labor materials, equipment, dumping, and fees to do all of the things necessary for the proper removal of debris and trash from property located at 403 S. Fifth St Fowler CA. Contractor agrees to perform these services for City under the terms, and conditions set forth in this contract.

### AGREEMENT:

**1. DESCRIPTION OF WORK.** Contractor will furnish all necessary management, supervision, labor, materials, tools, supplies, equipment, transportation, and any other needed items for the following work:

#### SCOPE OF WORK:

1. Demolish & Remove burned house and detached garage
2. Remove concrete footings & walkways.
3. Remove small trees and shrub within property lines

### EXCLUSIONS:

1. Hazardous waste material & testing
2. Soil & Compaction testing
3. Unforeseen buried items

The scope of work will include dumping and all actions necessary for the proper removal of debris and trash from property located at 403 S. Fifth St Fowler CA. Property lines shall be designated by the substantial marks, by City. All materials produced (e.g., debris, scrap) as a result of the work of Contractor will become property of the Contractor who may sell or dispose of at its discretion. Contractor shall remove all rubbish and material from the premises as discussed with City at the completion of the work and will leave the premises clean and in good condition.

**2. DURATION.** Contractor shall commence the Work on specified date after \_\_\_\_\_ as directed by City and complete the Work by a time agreed to as directed by Lee Crippen Demolition and shall otherwise prosecute the Work in a prompt and diligent manner.

**3. PAYMENT FOR SERVICES.** City will pay Contractor for performance of the work the SUM of \$8,000 This sum will include any fees needed for dumping of any removed materials.



Contractor's License #: 554923

**4. CHANGES TO SCOPE OF WORK.** Any alteration or deviation from the scope of work set forth in Paragraph 1 involving extra cost of material or labor will become an extra charge over the sum set forth in this Agreement. All change orders must be made in writing and agreed to before work will be performed.

**5. FORCE MAJEURE.** Contractor shall not be liable for any damage to City for a delay which may be caused by reason or on account of any strike of workmanship, an Act of God, unavoidable accidents, inability to secure materials or to use materials in performance of work by reason of laws or regulations of the United States of America or the State of California, or any other circumstance beyond its control. No such delay shall be deemed a default on the part of Contractor and in the event of any such delay, Contractor's time limit for performance of the work shall be correspondingly extended.

**6. INSURANCE.** Contractor carries public liability and property damage insurance. In an amount of no less than \$1,000,000, and agrees to name City additional insured.

**7. ATTORNEYS' FEES.** If any party shall bring any action against the other party under this Agreement, the prevailing party in such action shall be entitled to judgment for reasonable attorney's fees and costs to be fixed by the court, including, without limitation, the costs of collection of any judgment awarded by the court.

**B. MISCELLANEOUS.**

- a. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California. If action is brought it shall be in the County Of Fresno
- b. **Successor and Assigns.** This Agreement shall inure to the benefit of and shall be binding upon the parties hereto their successors and assigns.
- c. **Authority.** Each individual executing this Agreement on behalf of a corporation or other entity represents and warrants that he is duly authorized to execute and deliver this Agreement on behalf of said corporation or entity and that this Agreement is binding upon said corporation or entity in accordance with its terms.

IN WITNESS WHEREOF the parties hereto have executed this Agreement in duplicate on the day and year first above-written.

Lee Crippen Demolition - "Contractor"  
425 S. Rolinda Ave  
Fresno CA, 93706

Signature: 

City of Fowler-- "City"  
Jeanie Davis - City Manager

Signature: 

Lee Crippen Demolition  
425 S Rollinda  
Fresno, CA 93706  
brittany@leecrippenexcavation.com

## INVOICE

**BILL TO**  
City Of Fowler

**INVOICE #** 972  
**DATE** 12/19/2018

**TERMS** Due on receipt

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
12/19/2018	DEMO	Demolish & Remove house located at 403 S. 5th St Fowler	1	8,000.00	8,000.00

**BALANCE DUE**

**\$8,000.00**

## N BAXA TIME:

01/19/17	1/2 HR.	PREFACE LETTER FOR PUBLIC NUISANCE
02/27/17	1/2 HR	SECOND NOTICE W/ FINE (\$1000 <sup>00</sup> )
03/20/17	1/2 HR	THIRD NOTICE W/ FINE (\$1000 <sup>00</sup> )
09/21/17	1 HR.	NOTICE TO ABATE PROPERTY W/ FINE (\$1000 <sup>00</sup> )
11/01/17	1/2 HR.	LETTER TO OWNER'S LAWYER
02/28/18	1 1/2 HR.	GET PROPOSAL FROM D.K.I. FOR DEMO.
03/06/18	1 1/2 HR	GET PROPOSAL FROM LEE CRIPPEN FOR DEMO.
03/08/18	1 1/2 HR.	GET PROPOSAL FROM MD. FOR DEMO.
04/18/18	3 HRS.	WORK W/ CITY ATTORNEY FOR THE PREPARATION OF AFFIDAVIT TO SUPPORT OF APPLICATION FOR ABATEMENT WARRANT.
05/10/18	3 HRS.	EXECUTION OF CONTRACT FOR DEMO.
11/28/18	4 HRS.	COORDINATE W/ PG&E TO DISCONNECT SERVICES

11/28/18

2 HRS. MAKE OF NOTICE OF PENDING  
CODE ENFORCE ACTION FOR  
RECORDATION.

12/12/18

45 MIN. LETTER FOR NOTIFICATION  
TO OWNER FOR DEMO  
SCHEDULE ON 12/17/18.

01/09/19

2 HRS. INSPECTION OF BURNED  
HOUSE w/ THE FIRE CHIEF

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$$22.25 \text{ HRS.} \times \$39.46/\text{HR.} = \$877.99$$

## CORINA: TIME:

01/19/17	1	HR.	PREPARATION OF LETTER AND MAIL TO POST OFFICE w/ RETURN CARD.
02/27/17	1	HR.	MAKE LETTER (SECOND NOTICE) MAIL TO P.O.
03/20/17	1	HR.	MAKE LETTER (THIRD NOTICE) MAIL TO P.O.
09/21/17	1	HR.	MAKE LETTER TO ABATE PROPERTY AND MAIL TO P.O.
10/01/17	1	HR.	LETTER TO OWNER'S LAWYER AND MAIL TO P.O.


$$5 \text{ HRS.} \times \$41.21/\text{HR.} = \$206.05$$

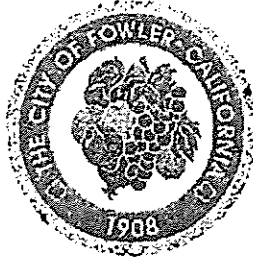
MANUEL LOPEZ

01/09/16

2 HRS.

INSPECTION OF BURNED  
HOUSE W/ THE  
BUILDING INSPECTOR

$$2 \text{ HRS} \times 51.66/\text{HR.} = \$103.32$$



January 19, 2017

Joe Najarian  
407 S. 5<sup>th</sup> St.  
Fowler, Ca 93625

Subject: Burn Building  
403 S. 5<sup>th</sup> St.  
Fowler, Ca 93625

Dear Mr. Najarian,

This is to inform you that your property located at 403 S. 5th St. in Fowler, Ca 93625 (APN 343-253-09) is in violation of the city Code 5-16.02 and Building Code as adopted by the city of Fowler.

Please be advised that the building is declared to be unsafe, dangerous and considered a "Public Nuisance" as determined by the Building Official and therefore shall be abated by removal or demolition.

Prior to the demolition of the building, a Demolition Permit Release Form is required and can be obtained at San Joaquin Valley Air Pollution District. The central region office is located at 1990 East Gettysburg Ave. in Fresno, telephone number (559) 230-6000.

In the event the demo permit is issued by the district, then a copy of the permit shall be submitted to our office prior to issuance of demolition permit from the city.

Be informed too, that installation of temporary fence is required to secure the property.

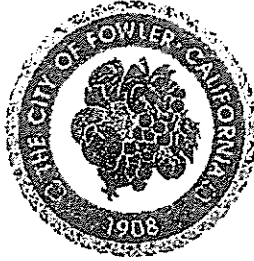
The building department is giving you within 72 hours to secure the property and 30 days to comply for the demolition. Failure to comply could result in formal action, including fines and liens against said property. If you can't correct the Public Nuisance within the given period of time, please call the building department for additional time and/or extension.

If you have any question and need additional information, please do not hesitate to call me at (559)834-3113 ext. 119.

Sincerely,

A handwritten signature in black ink, appearing to read 'N. Baxa', with a stylized flourish at the end.

Nolasco D. Baxa  
Building Official/Code Enforcement Officer



February 27, 2017

Joe Najarian  
407 S. 5<sup>th</sup> St.  
Fowler, Ca 93625

Subject: Burned Building  
403 S. 5<sup>th</sup> St.  
Fowler, Ca 93625

Dear Mr. Najarian,

Please be informed that you were contacted several times as a follow up on the letter dated January 19 2017 that was sent to you concerning the installation of a temporary fence and the demolition of the burned building on your property located at 403 S. 5<sup>th</sup> St. in Fowler. At present time the city did not see any fence installed and cleaning activity done on said property.

The city had given you, 30 days to demolish/remove and abate the "Public Nuisance" but you failed to comply. You didn't even call or contact our office about your plans and/or ask for additional time or extension for the removal of said "Public Nuisance".

As you know the property is unsafe, dangerous and it is a "Public Nuisance" therefore the city will now initiate a formal action including fines and liens against said property.

If you have any question and need additional information, please do not hesitate to call me at (559) 834-3113 ext. 119

Sincerely,

Nolasco D. Baxa  
Building Official/Code Enforcement Officer

CASE #

CITY OF FOWLER

Citation No. 3265

## ADMINISTRATIVE CITATION

MUNICIPAL CODE VIOLATIONS		<input type="checkbox"/> WARNING	
<input type="checkbox"/> 1ST CITATION \$80	<input type="checkbox"/> 2ND CITATION \$150	<input type="checkbox"/> 3RD CITATION \$200	
<input type="checkbox"/> 4TH CITATION \$500	<input type="checkbox"/> 5TH AND SUBSEQUENT CITATION \$1,500		
OFFENSES DEEMED INFRACTIONS		<input type="checkbox"/> WARNING	
<input type="checkbox"/> CITATION \$500	<input checked="" type="checkbox"/> BUILDING OR SAFETY CODE \$1,000		
<input type="checkbox"/> ILLEGAL FIREWORKS \$1,000	<input type="checkbox"/> OTHER		
DATE	TIME	DAY OF WEEK	
02/27/17	8:30 AM	Mon.	
NAME (FIRST, MIDDLE, LAST)			
JOE NALARIAN			
VIOLATION LOCATION		CITY	STATE ZIP
403 S. 5TH ST.		FOWLER	CA 93625
RESIDENCE OR BUSINESS ADDRESS		<input type="checkbox"/> SAME AS ABOVE	
407 S. 5TH ST.		FOWLER, CA 93625	
MAILING ADDRESS		<input checked="" type="checkbox"/> SAME AS ABOVE	
DRIVERS LICENSE NO.		STATE	CLASS
SEX	HAIR	EYES	HEIGHT
VEHICLE LICENSE NO.		STATE	OPERABLE
			Y N
YEAR	MAKE	BODY STYLE	COLOR
REGISTERED OWNER OR LESSEE		<input type="checkbox"/> SAME AS ABOVE	
MUNICIPAL CODE SECTION VIOLATED		VIOLATION DESCRIPTION	
15-16.02(a)		ABANDONED, PARTIALLY DESTROYED BUILDING	
28-9.01		DANGEROUS BUILDING	
38-11.01 & 38-11.02		SUBSTANDARD, UNSAFE AND DANGEROUS BUILDING	
(See reverse side for payment instructions.)			
Corrections indicated below required by 02-02-17. If you fail to make the indicated corrections by this date, the next level of citation may be issued.			
Corrections Required:			
DEMOLISH AND CLEAN UP			
STRUCTURE			
SIGNATURE OF INSURANCE OFFICER		ISSUANCE DATE	
[Signature]		02/27/17	
DEPARTMENT		PHONE NUMBER	
BUILDING		(559) 831-343 X 119	
SIGNATURE OF PERSON CITED OR ADDRESS WHERE SERVED, FORWARDED OR MAILED			
x Mailed Certified 2/27/17 [Signature]			
If service by mail only, send Certified First Class Mail.			

READ REVERSE SIDE FOR IMPORTANT INFORMATION

FINANCE/ACCOUNTS RECEIVABLE-COPY

## **EXHIBIT 2**

**Recording requested by: The City of Fowler**

**WHEN RECORDED MAIL TO:**

LOZANO SMITH  
Attn: Wiley R. Driskill  
7404 N. Spalding Avenue  
Fresno, California 93720-3370

GOVERNMENT CODE §38773.5(e)

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**NOTICE OF LIEN**

**APN 343-253-09**

**403 SOUTH 5TH STREET, FOWLER, CALIFORNIA**

**Property Owner: Joe Najarian**

**(Claim of the City of Fowler)**

Under the authority vested by the provisions of Chapter 5-23 of Title 5 of the Fowler Municipal Code, the City Council of the City of Fowler did on the 19th day of January 2021, confirm the costs of abatement on the real property hereinafter described; and the same has not been paid nor any part thereof and the City of Fowler does hereby claim a lien for such costs, to wit: the sum of \$15,329.32 dollars. The same shall be a lien upon said real property until it has been paid in full and discharged of record.

The real property hereinabove mentioned, and upon which a lien is claimed, is that certain parcel of land lying and being in the City of Fowler, County of Fresno, State of California, and more particularly described as follows:

403 South 5th Street  
Fowler, California  
APN No. 343-253-09

DATED: \_\_\_\_\_, 2021

\_\_\_\_\_  
JEANNIE DAVIS  
CITY MANAGER/CITY CLERK  
CITY OF FOWLER  
128 S. 5TH STREET, FOWLER, CA 93625  
(559) 834-3113

**[NOTARY ACKNOWLEDGMENT ATTACHED]**

## NOTARY ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California                    )  
County of \_\_\_\_\_)

On \_\_\_\_\_ before me, \_\_\_\_\_,

(insert name and title of the officer)

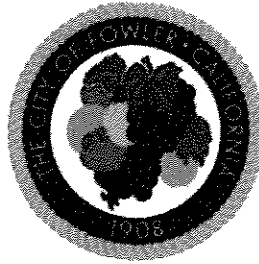
personally appeared **JEANNIE DAVIS**, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. WITNESS my hand and official seal.

Signature \_\_\_\_\_

(Seal)

# **EXHIBIT “C”**



**CITY OF FOWLER**  
**COST FOR ABATING PUBLIC NUISANCE**

Property Address: 403 S. 5th Street  
Fowler, CA 93625  
APN: 343-253-09  
Owner: Joe Najarian

---

**ITEMS:**

DESCRIPTION		AMOUNT
1-800-Boardup		\$2,694.91
Lee Crippen Demolition		\$8,000.00
City Time: Attached		\$1,187.36
Citation: Fine		\$3,000.00
Demolition Permit		\$447.05
<b>TOTAL:</b>		<b>\$15,329.32</b>

---

**STAFF REPORT**

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**TO:** MAYOR & CITY COUNCIL  
**FROM:** DAVID PETERS, CITY ENGINEER  
**SUBJECT:** 2021 DEVELOPMENT AND PLANNING FEES  
**DATE:** JANUARY 14, 2021  
**CC:** JEANNIE DAVIS, CITY MANAGER

---

**REQUESTED ACTION:**

Adopt Resolution 2489 approving development and planning fees for calendar year 2021.

**DISCUSSION / RECOMMENDATION:**

The Municipal Code allows for development and planning fees to be increased annually based on the Engineering News Record (ENR) Construction Cost Index. The ENR construction cost index for 2021 is 2.1%. Staff has developed proposed development and planning fees for 2020, increasing the 2020 fees by 2.1% to accommodate increased costs in processing and mitigating impacts generated by proposed development projects.

**RESOLUTION NO. 2489**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FOWLER APPROVING  
DEVELOPMENT AND PLANNING FEES FOR 2021**

**WHEREAS**, pursuant to Government Code Sections 66000 and 66014 et seq. the City is authorized to impose development impact and planning fees on new development projects; and

**WHEREAS**, pursuant to Ordinance No. 2000-06 and Resolution No. 1805 (adopted by the City Council on July 18, 2000), Ordinance No. 2002-09 and Resolution No. 1895 (adopted by the City Council on December 2, 2002), and Ordinance No. 2206 (adopted by the City Council on October 19, 2010), and the City adopted development impact after finding a reasonable relationship between each fees use and the type of development project on which the fee is imposed and as to how there is a reasonable relationship between the need for the public facility and the type of development project on which the fee is imposed; and

**WHEREAS**, the development impact fee ordinances, as reflected in Section 3-8.06 of the Fowler Municipal Code, allow for an annual inflationary adjustment in the development impact fees to reflect increases in construction costs. The measure used is the National Average Construction Cost Index according to the Engineer News Record; and

**WHEREAS**, Resolution No. 2206 allows for the Planning Fees to be increased at the same rate as the Development Impact Fees annually; and

**WHEREAS**, such inflationary adjustments do not increase the basis of the development impact or planning fees and are therefore not considered increases in development impact or planning fees pursuant to Government Code section 66001; and

**WHEREAS**, the planning fees shall not exceed the estimated reasonable cost of providing the service for which the planning fees are charged pursuant to Government Code section 66014; and

**WHEREAS**, the inflationary index for 2021 is 2.1%; and

**WHEREAS**, the rates set forth in **Exhibit A** and **Exhibit B** reflect a 2.1% inflationary adjustment.

**NOW THEREFORE, BE IT RESOLVED**, by the City Council of the City of Fowler as follows:

1. Approve the rates, fees and charges set forth in **Exhibit A** as the development impact fees and in **Exhibit B** for the planning fees for the City of Fowler effective January 1, 2021.

**PASSED AND ADOPTED** by the City Council of the City of Fowler at a regular meeting held on the 19th day of January 2021 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

ATTEST

---

Mayor David Cardenas  
City of Fowler

---

Deputy City Clerk, Corina Burrola

**Exhibit A**  
**City of Fowler**  
**Development Fees**  
**2021**

Fee Category	2020 Fees Dollars	2021 Fee Increase Percent	2021 New Fees Dollars	Units
<b>City Management and General Services</b>				
Low Density	\$270.92	2.1%	\$276.60	Dollars Per Equivalent Unit
Medium Density	\$207.82	2.1%	\$212.18	Dollars Per Equivalent Unit
High Density	\$207.82	2.1%	\$212.18	Dollars Per Equivalent Unit
Commercial	\$270.92	2.1%	\$276.60	Dollars Per Equivalent Unit
Industrial	\$270.92	2.1%	\$276.60	Dollars Per Equivalent Unit
Institution & Parks	\$270.92	2.1%	\$276.60	Dollars Per Equivalent Unit
<b>Law Enforcement</b>				
Low Density	\$870.31	2.1%	\$888.59	Dollars Per Equivalent Unit
Medium Density	\$669.92	2.1%	\$683.98	Dollars Per Equivalent Unit
High Density	\$669.92	2.1%	\$683.98	Dollars Per Equivalent Unit
Commercial	\$870.31	2.1%	\$888.59	Dollars Per Equivalent Unit
Industrial	\$870.31	2.1%	\$888.59	Dollars Per Equivalent Unit
Institution & Parks	\$870.31	2.1%	\$888.59	Dollars Per Equivalent Unit
<b>Fire Protection</b>				
Low Density	\$1,120.98	2.1%	\$1,144.52	Dollars Per Equivalent Unit
Medium Density	\$862.88	2.1%	\$881.00	Dollars Per Equivalent Unit
High Density	\$862.88	2.1%	\$881.00	Dollars Per Equivalent Unit
Commercial	\$1,120.98	2.1%	\$1,144.52	Dollars Per Equivalent Unit
Industrial	\$1,120.98	2.1%	\$1,144.52	Dollars Per Equivalent Unit
Institution & Parks	\$1,120.98	2.1%	\$1,144.52	Dollars Per Equivalent Unit
<b>Storm Drainage</b>				
Low Density	\$5,010.35	2.1%	\$5,115.57	Dollars Per Acre
Medium Density	\$5,195.91	2.1%	\$5,305.02	Dollars Per Acre
High Density	\$6,680.46	2.1%	\$6,820.75	Dollars Per Acre
Commercial	\$7,979.41	2.1%	\$8,146.97	Dollars Per Acre
Industrial	\$8,721.70	2.1%	\$8,904.85	Dollars Per Acre
Institution & Parks	\$4,082.50	2.1%	\$4,168.23	Dollars Per Acre
Golf Course	\$2,969.09	2.1%	\$3,031.44	Dollars Per Acre
<b>Water Supply</b>				
Low Density	\$2,690.75	2.1%	\$2,747.25	Dollars Per Equivalent Unit
Medium Density	\$2,683.55	2.1%	\$2,739.91	Dollars Per Equivalent Unit
High Density	\$2,690.75	2.1%	\$2,747.25	Dollars Per Equivalent Unit
Commercial	\$2,690.75	2.1%	\$2,747.25	Dollars Per Equivalent Unit
Industrial	\$2,690.75	2.1%	\$2,747.25	Dollars Per Equivalent Unit
Institution & Parks	\$2,690.75	2.1%	\$2,747.25	Dollars Per Equivalent Unit
<b>Recreational Facilities</b>				
Low Density	\$3,091.57	2.1%	\$3,156.50	Dollars Per Equivalent Unit
Medium Density	\$2,390.13	2.1%	\$2,440.32	Dollars Per Equivalent Unit
High Density	\$2,390.13	2.1%	\$2,440.32	Dollars Per Equivalent Unit
<b>Water Connection Charges</b>				
Residential	\$844.89	2.1%	\$862.63	Dollars Per Equivalent Unit
Multi-Family	\$196.68	2.1%	\$200.81	Dollars Per Equivalent Unit
Commercial / Industrial	\$0.87	2.1%	\$0.89	Dollars Per Square Foot
<b>Miscellaneous Charges</b>				
Residential Water Meter	\$523.57	2.1%	\$534.56	Dollars Per Equivalent Unit* (as of 8/29/02)
Construction Water	\$55.68	2.1%	\$56.85	Dollars Per Equivalent Unit
<b>Wastewater Interceptor Sewer and Pump Stations</b>				
Low Density	\$2,990.60	2.1%	\$3,053.40	Dollars Per Equivalent Unit
Medium Density	\$2,990.60	2.1%	\$3,053.40	Dollars Per Equivalent Unit
High Density	\$2,990.60	2.1%	\$3,053.40	Dollars Per Equivalent Unit
Commercial	\$2,990.60	2.1%	\$3,053.40	Dollars Per Equivalent Unit
Industrial	\$2,990.60	2.1%	\$3,053.40	Dollars Per Equivalent Unit
Public Facilities / Institutions	\$2,990.60	2.1%	\$3,053.40	Dollars Per Equivalent Unit

**Exhibit B**  
**City of Fowler**  
**Planning Fee Schedule 2021**

Type of Application	2020 Fee	2021 Increase %	2021 Fee	Notes
Abandoned Residential Property Registration	\$288.93	2.1%	\$295.00	
Abandonment of Right-of-Way	\$2,311.44	2.1%	\$2,359.98	
Accessory Dwelling Unit			\$750.00	
Administrative Review	\$852.92	2.1%	\$870.84	See Notes 1, 2
Administrative Review - Sidewalk Displays	\$144.47	2.1%	\$147.50	
Annexation / Pre-zone (0-6 acres)	\$6,038.67	2.1%	\$6,165.48	See Notes 1, 2
Annexation / Pre-zone (6 plus acres)	\$8,849.38	2.1%	\$9,035.22	See Notes 1, 2
Annexation Extension	\$577.86	2.1%	\$590.00	
Appeal to the City Council	\$30.04	2.1%	\$30.67	
Appeal to the Planning Commission	\$146.78	2.1%	\$149.86	
Building Demolition Permit	\$469.22	2.1%	\$479.07	
Building Moving Permit	\$548.97	2.1%	\$560.50	
Deferral Agreement	\$763.37	2.1%	\$779.41	
Density Bonus Request	\$545.27	2.1%	\$556.72	See Notes 1, 2
Finding of EIR Conformity	\$1,635.80	2.1%	\$1,670.15	See Note 3
Health and Safety Inspection	\$98.15	2.1%	\$100.21	
In Lieu Parking Fee (at least 75% of parking requirement must be met, per space)	\$4,907.40	2.1%	\$5,010.45	
Out of Area Service Agreement	\$1,090.54	2.1%	\$1,113.44	See Notes 1, 2
Temporary Sign/Banner	\$32.72	2.1%	\$33.41	
Water Well Demolition	\$452.58	2.1%	\$462.08	
<b>Conditional Use Permit</b>				
Conditional Use Permit	\$2,059.50	2.1%	\$2,102.75	See Notes 1, 2
Conditional Use Permit - Amendment	\$2,133.46	2.1%	\$2,178.27	See Notes 1, 2
Conditional Use Permit - Extension	\$1,018.19	2.1%	\$1,039.57	
Conditional Use Permit - Major (greater than 1 acre site)	\$2,022.94	2.1%	\$2,065.43	See Notes 1, 2
Conditional Use Permit - Minor (less than 1 acre site/or use within structure)	\$1,014.19	2.1%	\$1,035.49	See Notes 1, 2
Temporary Use Permit	\$156.02	2.1%	\$159.30	
Development Agreement	\$4,622.90	2.1%	\$4,719.98	See Notes 1, 2
Development Agreement - Amendment	\$1,444.66	2.1%	\$1,475.00	
<b>Environmental Review</b>				
Categorical Exemption	\$426.47	2.1%	\$435.42	
Environmental Review - Negative Declaration	\$5,315.17	2.1%	\$5,426.79	See Notes 1, 2, 3
Environmental Review - Mitigated Negative Declaration	\$6,643.10	2.1%	\$6,782.61	See Notes 1, 2, 3
Environmental Review - EIR	\$12,043.80	2.1%	\$12,296.72	See Notes 1, 2, 3
Environmental Notice of Determination - Negative Declaration	-----	-----	-----	See Note 4
Environmental Notice of Determination - EIR	-----	-----	-----	See Note 4
<b>General Plan Amendment</b>				
Major (greater than 5 acre sites)	\$4,416.65	2.1%	\$4,509.40	See Notes 1, 2
Minor (5 acre or less sites)	\$2,208.33	2.1%	\$2,254.71	See Notes 1, 2
<b>General Plan Amendment with Concurrent Rezoning</b>				
Major (greater than 5 acre sites)	\$6,543.19	2.1%	\$6,680.60	See Notes 1, 2
Minor (5 acre or less sites)	\$3,271.60	2.1%	\$3,340.30	See Notes 1, 2
Garage Sale Permit (after 2 sales)	\$30.04	2.1%	\$30.67	
Home Occupation Permit	\$43.63	2.1%	\$44.54	

<b>Land Division Applications</b>				
Lot Line Adjustment	\$1,700.07	2.1%	\$1,735.77	See Notes 1, 2
Tentative Parcel Map	\$4,468.04	2.1%	\$4,561.86	See Notes 1, 2
Final Parcel Map	\$4,160.60	2.1%	\$4,247.98	See Notes 1, 2
Revised Parcel Map	\$1,682.73	2.1%	\$1,718.07	See Notes 1, 2
Tentative Subdivision Map - Small (5-10 lots)	\$8,940.69	2.1%	\$9,128.44	See Notes 1, 2
Tentative Subdivision Map - Greater than 10 lots	\$10,636.13	2.1%	\$10,859.49	See Notes 1, 2
Final Subdivision Map - Small (5-10 lots)	\$2,969.05	2.1%	\$3,031.40	
Final Subdivision Map - Greater than 10 lots	\$4,577.82	2.1%	\$4,673.95	
Revised Tentative Subdivision Map	\$6,088.35	2.1%	\$6,216.20	See Notes 1, 2
Tentative Tract Map Extension	\$1,018.19	2.1%	\$1,039.57	
Landscaping / Conservation Review - Residential	\$609.06	2.1%	\$621.85	
Landscaping / Conservation Review - Commercial	\$1,249.34	2.1%	\$1,275.58	
Manufactured Housing Permit	\$414.90	2.1%	\$423.62	
Sign Review	\$122.50	2.1%	\$125.08	
Site Plan Review				
Major (greater than 1 acre sites)	\$2,420.98	2.1%	\$2,471.82	See Notes 1, 2
Minor (1 acre or less sites)	\$1,210.50	2.1%	\$1,235.92	See Notes 1, 2
Preliminary Map/Site Plan Review (after 1 review)	\$750.00		\$750.00	
<b>Variance</b>				
Major (commercial, industrial, multifamily)	\$1,679.42	2.1%	\$1,714.69	See Notes 1, 2
Minor (single family residential)	\$839.71	2.1%	\$857.34	See Notes 1, 2
Minor Deviation	\$121.36	2.1%	\$123.90	
<b>Zoning</b>				
Classification of Zoning Use	\$577.86	2.1%	\$590.00	
Rezoning				
Major Change (map change greater than 5 acres)	\$4,356.68	2.1%	\$4,448.17	See Notes 1, 2
Minor Change (map change 5 acres or less/or text amendment)	\$2,181.06	2.1%	\$2,226.86	See Notes 1, 2
Zone Map Amendment	\$4,436.82	2.1%	\$4,530.00	See Notes 1, 2
Zone Text Amendment	\$4,296.98	2.1%	\$4,387.22	See Notes 1, 2

**Notes:**

1. More Complex projects require a consultant proposal for estimated cost.
2. Should a project require additional study, staff time, public hearings, or notification, then additional funds shall be deposited in an amount determined by the Director.
3. For Negative Declarations and EIRs prepared by qualified consultants under contract to the City, the fee shall be cost + 15%.
4. CEQA filing fees shall be as required by the California Department of Fish and Wildlife website and shall include filing fees for the Fresno County Clerk. Checks in the required amount shall be deposited with the City prior to the final public hearing adopting the environmental document and shall be returned if the project is denied.

**Refunds:**

1. If an application is withdrawn or returned before it is deemed complete or within two weeks of submittal, whichever occurs first, then the applicant shall be entitled to a full refund.
2. If an application is withdrawn or returned after the initial period described above, but no later than six months after submittal and prior to scheduling for a hearing or an administrative decision, then the applicant shall be refunded half of the application fees.
3. After six months from application submittal, or once an application has been scheduled for a public hearing or administrative decision, whichever occurs first, no refunds shall be given.

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**MEMORANDUM**

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**TO:** MAYOR & CITY COUNCIL  
**FROM:** DAVID PETERS, CITY ENGINEER  
**SUBJECT:** ACCEPTANCE OF FOWLER FIRE STATION  
**DATE:** JANUARY 28, 2021  
**CC:** DARIO DOMINGUEZ - PUBLIC WORKS DIRECTOR

---

**REQUESTED ACTION / RECOMMENDATION**

Accept the City of Fowler's Fire Station Project constructed by Klassen Corporation and authorize the City Engineer to file the Notice of Completion.

**DISCUSSION**

The City Council previously awarded a contract to Klassen Corporation for construction of the Fire Station 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.



## CITY OF FOWLER

COMMITTEE/COMMISSION  
APPLICATION FORM

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

PLEASE CHECK ONE

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

Name CRISTOPHER RODRIGUEZ

Address \_\_\_\_\_

Home Telephone No. \_\_\_\_\_, Business Telephone No. \_\_\_\_\_

I am employed by CR CONSULTING GROUP My position is CEO

I have been a registered voter in the City of Fowler or City of FRESNO for 30 years. Are you a United States Citizen? Yes No \_\_\_\_\_. Have you ever been convicted of a felony? Yes \_\_\_\_\_ No \_\_\_\_\_. (If "yes", please explain the nature of the felony conviction on a separate sheet of paper and attach to this application form).

Please state your educational background. (Optional)

1. FOWLER HIGH SCHOOL GRADUATE
2. ASSOCIATE DEGREE ARCHITECTURAL DESIGN
3. FRESNO CITY COLLEGE & FSH IN THE CONSTRUCTION MANAGEMENT PROGRAM.

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

I AM ON THE DESIGN REVIEW COMMITTEE  
FOR THE CITY OF FOWLER

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

I AM A PROUD RESIDENT OF FOWLER & HAVE LIVED HERE  
MOST OF MY LIFE. I HAVE 25 YEARS EXPERIENCE IN  
ARCHITECTURAL & CONSTRUCTION AREA. I FEEL THAT MY  
EXPERIENCE WOULD BE A GREAT VALUE TO THE  
PLANNING COMMISSION.

References (Optional):

Signed



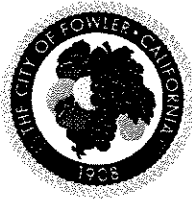
Dated

11/23/20

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

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

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



**CITY OF FOWLER**  
**COMMITTEE/COMMISSION**  
**APPLICATION FORM**

RECEIVED  
DEC 18 2020  
via dropbox

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

PLEASE CHECK ONE

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

Name Adriana Prado

Address \_\_\_\_\_

Home Telephone No. \_\_\_\_\_ Business Telephone No. \_\_\_\_\_

I am employed by Brown and Brown Real Estate My position is Realtor

I have been a registered voter in the City of Fowler or City of Fowler for 11 years. Are you a United States Citizen? Yes ☒ No \_\_\_\_\_. Have you ever been convicted of a felony? Yes \_\_\_\_\_ No ☒. (If "yes", please explain the nature of the felony conviction on a separate sheet of paper and attach to this application form).

Please state your educational background. (Optional)

I graduated Fowler High School followed by attending Fresno State University where I received my Bachelors of Science Degree. My current career path is in the real estate industry where I have been a licensed Realtor for over 3 yrs now.

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

FIA - Fowler Improvement Association (member since 2019)  
Fowler Recreation Commission committee member (2020)  
Chairs person for the Young Professionals Network with the Fresno Association of Realtors.

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

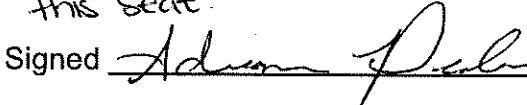
I have a huge passion to serve the community that myself and my family were raised in. I am the real estate professional in the Fowler community, and a lot of my clients look to me to express my opinions and perspective about certain situations in the area. I believe that this opportunity will help open doors to serving and giving back to my community.

References (Optional):

Yvonne Hernandez has always been a huge advocate for me and she knows my work ethic.

Juan Meja was the one who reached out to me about applying for this seat.

Signed



Dated

12/18/2020

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

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

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