

**FOWLER CITY COUNCIL MEETING  
AGENDA  
APRIL 6, 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.fowlerciv.org](http://www.fowlerciv.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

- ◆ Approve Proclamation "Recognizing United Health Center (UHC) for 50 Years of Service and Honoring Dr. Shankerman"

5. Staff Reports

A) City Planner's Report

- ◆ Presentation of the Audit Report for the City of Fowler Zoning Code Update

B) City's Engineer's Report

C) City Manager's Report

- ◆ COVID-19 Update

D) Public Works Director's Report

E) Finance Department Report

- 1) Approve a consultant services agreement with Price Paige & Company, Accountancy Corporation (Price Paige), to provide professional consulting services for the City of Fowler's Finance Department in an amount not to exceed \$80,000.

- ◆ Approve Budget Amendment Resolution No. 2496 to appropriate \$80,000 to Price Paige for the FY 2018-19 year-end close of the City of Fowler's financial records and assistance with the preparation of the June 30, 2019 audit.

F) Police Department Report

G) Fire Department Report

6. City Attorney's Report

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

A) Ratification of Warrants – April 6, 2021

B) Approve Minutes of the City Council Special Meeting – March 16, 2021, and City Council Meeting – March 16, 2021

- C) Approve Resolution No. 2497 Approving Final Tract Map No. 6188 and Subdivision Agreement for Tract No. 6188
- D) Approve Resolution No. 2498, " A Resolution before the City Council of the City of Fowler County of Fresno, State of California Authorizing Application for and Receipt of Regional Early Action Planning (REAP) Grant Program Funds"

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

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

10. Adjournment

Next Ordinance No. 2021-02

Next Resolution No. 2499

*CERTIFICATION: I, Angela Vasquez, Deputy City Clerk of the City of Fowler, California, hereby certify that the foregoing agenda was posted for public review on Tuesday, March 30, 2020.*

  
Angela Vasquez  
Deputy City Clerk

**City of Fowler City Council Proclamation  
“Recognizing United Health Center (UHC) for 50 Years of  
Service and Honoring Dr. Shankerman”**

**WHEREAS,** The City of Fowler would like to recognize United Health Centers (UHC) for their 50 years of excellent service to the community; and

**WHEREAS,** UHC undertook extraordinary efforts during this unprecedented time in response to the COVID-19 pandemic; and

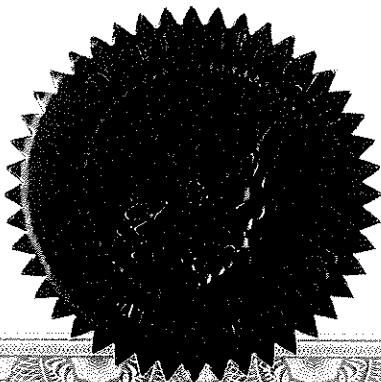
**WHEREAS,** UHC staff worked diligently to implement testing for the COVID-19 virus and rolled out the vaccine to as many individuals as possible, not just in the City of Fowler but other communities across the County; and

**WHEREAS,** The City of Fowler would like to especially recognize Dr. Robert Shankerman, MD, Chief Medical Officer at UHC for his dedicated countless hours to the community and the fight against the Coronavirus; and

**WHEREAS,** Like many other medical providers around the world, Dr. Shankerman, MD, lost his life to the Coronavirus on September 20, 2020, we will be forever grateful for his service and sacrifice; and

**WHEREAS,** The City of Fowler appreciates UHC and all of the UHC staff for their dedication and commitment to our community; and

**NOW, THEREFORE,** We, the City of Fowler City Council, do hereby proclaim that this City honors and recognizes United Health Centers (UHC) for their 50 years of excellent service to the community.



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



**TO:** City of Fowler City Council

**FROM:** Dawn E. Marple, Planning Consultant

**DATE:** April 6, 2021

**SUBJECT:** Presentation of the Audit Report for the City of Fowler Zoning Code Update

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### **I. Recommendation**

Staff recommends that the City Council receive the report and presentation and provide feedback on the City of Fowler Zoning Code Audit Report.

### **II. Background & Purpose**

The City of Fowler has initiated a comprehensive zoning code update. The primary role of the Zoning Code is to implement the goals and policies established in the General Plan. The Code establishes the regulations and procedures that guide development and ensure that it is consistent with the General Plan vision. Upon completion of the Code update, these regulations will be user-friendly and help the City and applicants to achieve the goals and policies of the General Plan.

The City of Fowler adopted its current Zoning Code in March of 2009 and last updated the Code in June of 2017. Additionally, the City has a separate Subdivision Ordinance adopted in 1985 that contains additional regulations and procedures governing the development of residential subdivisions. While there have been some updates to the Zoning Code since it was originally adopted, these updates have been drafted on a case-by-case basis in response to particular issues, resulting in several instances of similar yet conflicting regulations and internal inconsistencies within the Zoning Code and between the Zoning Code and Subdivision Ordinance. These inconsistencies have made the Code complicated for the public to navigate and difficult for City staff and decision makers to administer. The Code update will focus on streamlining the development process, adding clarity to established procedures, and ensuring compliance with recent legislative updates as well as the City's Housing Element.

An Audit Report was completed for the Fowler Zoning Code Update. This report analyzes the existing Fowler Zoning Code and makes recommendations on how the existing code can be improved upon. Through observation and analysis, the report is able to put together an idea of what a revised Fowler Zoning Code would look like. Based on the recommendations provided by the Audit Report, two outlines were created. An outline for a revision of Title 9 (Zoning Code) and a new Title 11 (Subdivision Code) were drafted. These outlines will serve as roadmaps for the revision and creation of their respective Titles. The outlines would guide the update process but would allow for adjustment as needed if issues arise during the process.



### **III. Planning Commission Feedback Summary**

Staff presented the Audit Report to the Planning Commission on March 4, 2021. During the presentation of the Audit Report, staff explained that the Zoning Code Update is proposing to modify the entitlement process by creating a minor and major level of conditional use permit and site plan review. This modification would allow for a more streamlined process, and in return encourage economic development within Fowler. Currently all conditional use permits are required to come before the Planning Commission for consideration; however, the proposed minor conditional use permits would be held to a Director level approval and have more defined standards allowing the approval of them to be more uniform than those of a major conditional use permit. More complex projects would fall under a major conditional use permit and would still result in coming before the Planning Commission for consideration. The Planning Commission provided feedback stating that they like to see all conditional use permits and are looking forward to seeing what types of projects would fall under the minor and major categories. A workshop where staff could display and receive added feedback on the proposed master use table was proposed in order to gauge the comfort level with the uses that would be reviewed under the minor and major categories.

Further within the presentation of the Audit Report, Chairman Melon brought forth the idea that a "tiny home village" could be an innovative way to solve the affordable housing problem that the City has. Staff made the recommendation that the adoption and implementation of a zone smaller than the current minimum of 5,000 square feet lot size for residential development could also act as a solution to the affordable housing issues. The City currently is having a hard time achieving the density standards outlined in the General Plan because there is not a residential zone district that would allow for parcels under 5,000 square feet. The Planning Commission provided feedback and suggested that a type of affordable housing village similar to the Downtown Clovis cottage home product. In addition, the Commission provided feedback and expressed hesitance towards the implementation of smaller lot zone districts, although thought that areas could be zoned to allow for a tiny home or cottage home. Staff indicated that low and very low income housing needs are not being met, and a solution is needed to solve the issue.

### **IV. Next Steps**

Confirmation of the Audit Report by the City Council will confirm how the existing code can be improved and initiate the next phase of work, **Phase 3: Drafting**. The consultant team will work on defining the rules and regulations of the City into a new document that is easier for the user to use and will streamline the process of searching for information within the City code. A draft form of the proposed items will be presented in a public hearing in late summer of 2021 and be presented for adoption in the fall of 2021.

### **V. Attachments**

- A. Audit Report
- B. Title 9 Zoning Code Outline
- C. Title 11 Subdivision Code Outline



**CITY OF FOWLER**  
*California*

# ZONING CODE UPDATE

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## AUDIT REPORT

FEBRUARY 2021

Prepared For:

CITY OF FOWLER PLANNING & COMMUNITY DEVELOPMENT DEPARTMENT  
128 S. 5<sup>TH</sup> STREET  
FOWLER, CA 93625

Prepared By:

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EST 1968

**PROVOST &  
PRITCHARD**  
**CONSULTING GROUP**

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# TABLE OF CONTENTS

Introduction and Purpose.....	1
What is the zoning Code?.....	1
What Zoning Codes Do .....	1
What Zoning Codes Don't Do .....	2
Why is the zoning Code being updated? .....	2
What are the objectives of the zoning Code update? .....	2
Approach and Organization.....	3
Considerations in the Audit Report Analysis .....	3
General Plan Consistency .....	3
Compliance with State and Federal Law.....	3
Best Practices .....	4
Audit Report Organization.....	4
How will this Audit Report be used? .....	4
Audit Report Analysis .....	4
Code Usability and Accessibility .....	4
Summary Observations .....	5
Recommendations .....	7
Permit Processing and Administration .....	7
Summary Observations .....	8
Recommendations .....	10
Zones.....	10
Summary Observations .....	1
Recommendations .....	2
General Development Regulations.....	3
Summary Observations .....	3
Recommendations .....	3
Specific Use Regulations.....	4
Summary Observations .....	4
Compliance with State and Federal Law .....	5
Appendix A .....	1
General Plan Land Use Designation Descriptions .....	A-1



# INTRODUCTION AND PURPOSE

The City of Fowler has initiated a comprehensive zoning code update. The primary role of the Zoning Code is to implement the goals and policies established in the General Plan. The Code establishes the regulations and procedures that guide development and ensure that it is consistent with the General Plan vision. Upon completion of the Code update, these regulations will be user-friendly and help the City and applicants to achieve the goals and policies of the General Plan.

The City of Fowler is currently undergoing a general plan update. The update process is estimated to be complete in 2022 and will be a comprehensive update, replacing all current General Plan elements as well as adding additional elements and policies to reflect necessary legislative updates. The Zoning Code may ultimately need to be updated after the General Plan update is complete. However, updates to the Code implemented during this update process will lay the foundation for future amendments to the Code, should they be required for consistency with the goals and policies of the updated General Plan.

## WHAT IS THE ZONING CODE?

The Zoning Code is one of the primary implementing documents of the General Plan, as it establishes standards for the creation of new parcels, the types of buildings and uses that are allowed on parcels, and the physical and operational standards that buildings and uses must comply with.

### *What Zoning Codes Do*

As the primary implementing tool for the General Plan, the Zoning Code establishes regulations and procedures guiding development and ensuring consistency with the General Plan vision. Zoning codes:

- ✓ **Establish zones.** Each land use designation identified in the General Plan needs at least one implementing zone. The zone dictates how a property can be used and developed. It is the primary implementation tool for determining consistency with the intent of the General Plan land use designations. Zones are applied to properties and approved on a zoning map as part of a zoning ordinance.
- ✓ **Determine what uses can go on a property.** Each zone has a list of allowed uses that are permitted within that zone. The allowed use listings also determine the type of approval that is required prior to establishing a particular use.
- ✓ **Define application procedures.** The processing procedure for each type of application is established so users of the code, including the public, City staff, and decision-makers, understand the expectations and requirements associated with development review and approval.
- ✓ **Establish standards of development.** Standards of development include both physical property development standards (e.g., setbacks, height, parking requirements) and operational standards (e.g., hours of operation, lighting standards, noise impacts) of permitted uses on a property. The standards can be designated by zone, general use type (e.g., residential, commercial, industrial), or by specific use type (e.g., accessory dwelling units, manufactured housing, temporary uses).

### ***What Zoning Codes Don't Do***

Understanding what zoning codes don't do is equally important as understanding their purpose. Zoning codes:

- ✗ **Do not establish the vision or policies** for the community. These are determined through the General Plan process.
- ✗ **Do not change policies of the General Plan.** The processes and regulations established in the ordinances must be consistent with the General Plan.
- ✗ **Do not change the zoning requirements adopted in specific plan areas.** Specific plans are tools used to allow a customized set of development standards to be legally adopted for a specific property or area. As such, specific plans are adopted with their own standards for development. Changes to the zoning code would not affect previously adopted specific plans unless the plans require compliance with regulations in place at the time of proposed development. Currently, there are no specific plans adopted in Fowler.
- ✗ **Do not contain guidelines.** Zoning codes are local laws that establish objective and enforceable rights, responsibilities, standards, requirements, and procedures. They are required and compulsory. Guidelines, while very useful and important in the development review and approval process, are subjective statements of preference and desirable and negotiable outcomes, not compulsory standards and requirements.

### WHY IS THE ZONING CODE BEING UPDATED?

The City of Fowler adopted its current Zoning Code in March of 2009 and last updated the Code in June of 2017. While there have been some updates since the code was originally adopted, these updates have been drafted on a case-by-case basis in response to particular issues, resulting in several instances of similar yet conflicting regulations and internal inconsistencies. These inconsistencies have made the Code complicated for the public to navigate and difficult for City staff and decision makers to administer. The Code update will focus on streamlining the development process, adding clarity to established procedures, and ensuring compliance with recent legislative updates as well as the City's Housing Element.

### WHAT ARE THE OBJECTIVES OF THE ZONING CODE UPDATE?

The Zoning Code update was initiated to revise the regulations affecting land use and development consistent with the General Plan. Specifically, the objectives of this update are to:

- Prepare codes that are user-friendly and easy to navigate.
- Implement programs that encourage and streamline housing production.
- Streamline and define development review processes.
- Comply with State law.

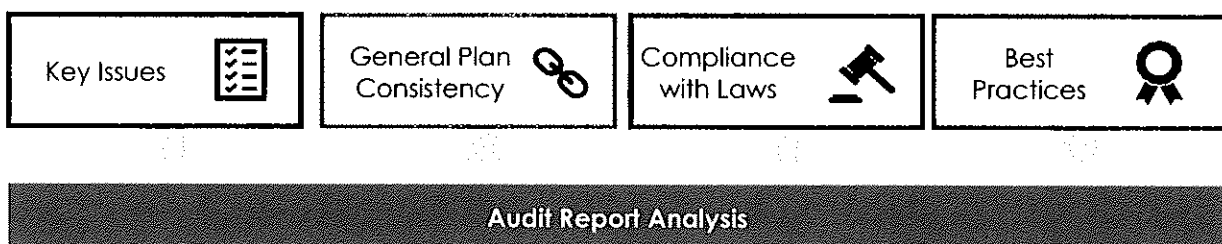
# APPROACH AND ORGANIZATION

This Audit Report (Report) presents an analysis of the existing Zoning Code. The analysis included here represents summary observations of the existing code, with recommendations that identify a preferred approach in preparing the Draft Zoning Code.

More detailed analysis will be conducted during preparation of the Code. Consultation with City staff will occur as specific issues arise. Staff may consult with City decision-makers, as needed, during preparation of the Draft Zoning Code as well.

## CONSIDERATIONS IN THE AUDIT REPORT ANALYSIS

The analysis conducted as part of this Report considered many inputs including key updates cited in a recent SB 2 funding program application, updates required for consistency with the adopted General Plan, a review for compliance with State and Federal law, as well as best practices. These considerations informed the summary observations included in this Report and the recommendations for moving forward in the Code update process. Additional stakeholder input will be gathered during subsequent steps of the update process.



### ***General Plan Consistency***

As the primary implementation document of the general plan, it is necessary to ensure the zoning code contains standards consistent with the general plan. Zoning code consistency with the general plan is also legally required by Government Code Section 65860. In the event the zoning code becomes inconsistent due to an amendment of the general plan, local jurisdictions must reflect those changes in the zoning code within a “reasonable” timeframe. Fowler’s Zoning Code will be reviewed for consistency with existing General Plan policies, land use designations, and density and intensity standards to ensure consistency moving forward.

### ***Compliance with State and Federal Law***

In California, it is generally left to cities and counties to determine how to best regulate land uses and development in their jurisdiction. However, there are certain exceptions that require local regulations to be either consistent with or preempted by State or Federal law. Updates to permit procedures, zones and allowed uses, definitions, general development regulations, and specific use regulations will be required for consistency with applicable laws and will be addressed as part of the Code update process.

## Best Practices

Many of the observations and recommendations included in this Report are reflective of best practices in preparing and administering codes. These are primarily exhibited in the organizational recommendations and will be considered during drafting of the Code.

## AUDIT REPORT ORGANIZATION

This Report summarizes general observations and identifies a set of recommendations organized around the following topics:

- Code usability and accessibility
- Permit processing and administration
- Zones
- General development regulations
- Specific use regulations
- Compliance with State and Federal law

## HOW WILL THIS AUDIT REPORT BE USED?

This Audit Report is a key step towards updating the Zoning Code. This Report will be distributed to the Planning Commission and presented at a City Council hearing. An Annotated Outline will be prepared based on the recommendations contained in this Report and will be the basis for preparation of the Draft Zoning Code. Staff may consult with decision-makers during preparation of the Code. The Draft Zoning Code will be presented to the public and decision-makers for review and comment as part of the update process prior to adoption.

## AUDIT REPORT ANALYSIS

### CODE USABILITY AND ACCESSIBILITY

Rules and regulations are not effective if people cannot find the information they are looking for or if they do not understand the rules and regulations. Given zoning's central role in shaping the community, the Zoning Code should be logically organized, well-formatted, and easy to use.

A user-friendly document should have the following minimum features:

- A **table of contents** that provides descriptive chapter and section titles, so a user can quickly find the information they are looking for. Chapters are generally organized by topic.
- **Headers and footers** that allow readers to navigate the document.
- A **consistent organizational structure** across chapters, creating predictability and increased awareness of where to find similar information across like chapters or sections.
- An **index of terms** that is generally consolidated in one location for easy reference with cross-references for specialty terms defined elsewhere in the code.

This section contains general observations about the existing organization, format, and usability, as well as strategies for improving these aspects in the Code update.

## Summary Observations

### Observation 1: Lack of Tables and Graphics

The existing Zoning Code includes very limited tables and graphics. Most of the information is currently presented in text and list format, including allowed use listings and development standards. Much of this information can be condensed into table format or would benefit from the use of a graphic to illustrate the meaning or intent of a standard or defined term.

Tables are useful for minimizing redundant information by consolidating repetitive items, such as allowed use listings and development standards (e.g., setbacks, height limits) across many zones. By providing information in a table form, consistency and differentiation across zones is easier to compare, understand and maintain. Consolidating information in one location also minimizes the opportunity for inconsistencies to arise over time, as focused amendments are made to a use or standard in one location of the Code, rather than having to amend the standard in multiple locations throughout.

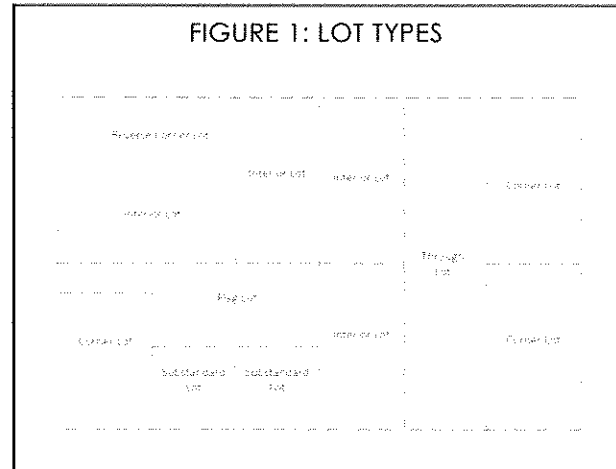
Incorporating graphics which illustrate design standards are very useful in showing the intent of defined terms, especially those related to building form, and make the Zoning Code and easier to understand. Graphics may include plan views, elevations, or isometric views.

### Observation 2: Disjointed Chapter Groupings

The organization of chapters does not prioritize accessibility and does not present information in an intuitive manner. The Zoning Code update process provides an opportunity to bring a predictable structure and logical progression to the Code.

A typical code structure includes the following hierarchal organization:

- **Title.** The Municipal Code is comprised of individual ordinances, or titles. Title numbering will be dictated by the existing Municipal Code organization.
- **Article.** The Titles are divided into articles that cover various topics. Articles may be adopted formally with assigned numbering within the overall code structure, but it is not necessary to do so. Regardless of how articles are treated within the code, they provide important structure for how chapters of the code are organized. The article name identifies the topic around which like chapters are organized.
- **Chapter.** Articles are divided into chapters. It is useful to group chapters that address like topics together so that they may be numbered and listed consecutively in the table of contents. For example, all residential zones should be grouped consecutively, followed by all commercial zones, so on and so forth. This prevents chapters from getting “lost” in the overall structure of the code



and provides a more user friendly and efficient experience for both applicants and staff. The numbering of chapters ideally reserves space to accommodate new chapters as additions to the Code are adopted. Although this is not mandatory, it does help ensure that the organizational structure of the code is not disrupted as new chapters may be adopted in the future.

- **Section.** Chapters are divided into sections. Section titles should be descriptive enough to allow for easy navigation of content.

Fowler's Zoning Code does not follow this hierarchy. Instead, articles function as chapters. In addition, the Zoning Code is separated from the rest of the municipal code. One goal of this update is to reorganize information to follow the preferred hierarchy listed above.

*Observation 3: Inconsistent Formatting*

A large portion of the Code features inconsistent chapter and section formatting. This provides little predictability for the user, making it difficult to find the information they seek, and to understand if certain standards or procedures apply, or if they were left out deliberately. In a user-friendly code, section numbering is standardized across like chapters, ensuring the same topics are covered in the same order, leading to predictability and intuitive navigation of the Zoning Code. Since Fowler's Code sections are not currently structured with much, if any, consistency, it is difficult to navigate to the relevant section and creates uncertainty for the user.

**Example:**

Articles 25 and 28 both cover permit procedures: Conditional Use Permits and Site Plan Review, respectively. However, the section organization is inconsistent across chapters.

- Different topics are covered in each Article. Article 25 covers eight topics while Article 26 covers 11.
- Different section numbers reference the same information. Appeals are referenced in section five of Article 25 while Article 26 discusses appeals in section three.

Section Number	Article 25-Conditional Use Permits	Article 26-Site Plan Review
.01	Purpose	Purpose
.02	Application Procedures	Application Procedures
.03	Notice of Planning Commission Hearing	Appeals
.04	Planning Commission Findings and Conditions	Design Review
.05	Appeal to the City Council	Conditions of Approval
.06	Use Permit to Run with the Land	Use Permit Procedure
.07	Unclassified Conditional Uses	Street Dedications and Improvements
.08	Conditional Use Permits for Liquor Stores, Bars, Night Clubs, Convenience Stores, Retail Uses Selling Alcoholic Beverages for Consumption Either Non-Site or Off-Site; Book, Magazine, and Stationary Stores; Theaters and Auditoriums; Tattoo Parlors	Building Permit
.09		Lapse of Site Plan Approval
.10		Revocation
.11		Site Plan to Run with the Land

### Recommendations

1. Integrate the use of tables for repetitive information, like allowed use listings and common development standards.
2. Integrate graphics where appropriate for ease of use and clarity.
3. Adjust structure of the Zoning Code to use articles as organizing structure, with chapters to address specific topics.
4. Reorganize section titles consistently, so the same topics are covered in the same order within similar chapters.

## PERMIT PROCESSING AND ADMINISTRATION

An effective Zoning Code provides predictability in how permits are processed. This includes identifying specific procedures for each permit type, as well as identifying common processing procedures that may apply to all or most types of permit. Identifying common processing procedures in one location eliminates redundancy, makes changes to those procedures easier to implement, and creates consistency for the user. Each step in the process should be clearly outlined so there is no ambiguity in the requirements.

The level of review required for each permit type also greatly influences how much time (and therefore, effort and money) will be expended to approve a proposed development. Approvals that can be completed at the counter (e.g., building permit or business license approvals) are generally the simplest and least expensive reviews. Next are the staff level reviews (i.e., permits that may be approved by the Community Development Director, which are not immediately handled at the counter but don't require a public hearing. Procedures that require public hearings before the Planning Commission or City Council take the longest. However, even the simplest approvals can become complicated without a clear procedure or standards to guide review and decision-making.

### LEVEL OF REVIEW

**Over the Counter Reviews** are simple and efficient and can be approved by planning staff in person, without additional oversight.

**Staff Level Reviews** are generally approved by the Community Development Director and require additional processing time but do not require a public hearing.

**Public Reviews** apply to complex, subjective approvals carried out by the Planning Commission or City Council and require public hearings.

The City of Fowler has the following decision-making bodies and officers established.

- **Community Development Director.** The Community Development Director may take final action on ministerial and administrative permits. No public hearings are required. Discretionary decisions approved by the Community Development Director are subject to appeal to the Planning Commission.
- **Planning Commission.** The Planning Commission is the decision-making body for most discretionary permits (e.g., conditional use permits and variances), among other permit types. Public hearings are required for Planning Commission decisions. Planning Commission decisions are subject to appeal to the City Council. The Planning Commission also reviews and makes recommendations to the City Council on tentative tract maps, general plan amendments and zoning ordinance amendments.

- **City Council.** The City Council generally delegates authority for implementation of the Zoning Ordinance to either the Planning Commission or Community Development Director. However, it retains final decision-making authority for legislative decisions such as general plan amendments and zoning ordinance amendments, upon recommendation from the Planning Commission. The City Council also hears appeals on actions by the Planning Commission. Public hearings are required.

This section contains general observations about the existing permitting procedures and administration of regulations, as well as strategies for improving these aspects in the Code update.

## Summary Observations

### *Observation 1: Lack of Clear Administrative Responsibilities*

Administrative responsibilities are not comprehensively discussed in Fowler's Zoning Code. The only discussion of administrative responsibility is found in Article Four, which outlines the Planning Commission's scope of authority. Not clearly identifying administrative duties requires applicants to read through all procedures, in various locations in the Code, to understand what decision-making body or officer is responsible for processing their application.

In addition, the lack of clarity around administrative duties contributes to inconsistency in the way applications are processed and approved. In other terms, current practice is not always consistent with the responsibilities outlined in the Code. Consolidating the discussion of administrative duties and aligning approval procedures with current practice will ensure that City staff can accurately process applications and that applicants have a clear understanding of what the review process will look like before the application is submitted.

### *Observation 2: Permitted Uses Require Discretionary Actions*

Generally, cities and counties employ two types of approval processes: ministerial approvals and discretionary approvals. The desired uses for each zone are allowed as permitted uses, often referred to as "by-right" uses. This means they typically require ministerial approvals whereby the necessary permits are issued upon demonstration of compliance with objective standards (e.g., setbacks, height, parking requirements). These uses are generally approved by the Community Development Director. The premise is that the zone is intended and designed to accommodate the permitted uses, which makes approval easy and objective, with a low level of review.

Discretionary approvals, whereby the approving authority may consider factors other than minimum compliance with objective standards, typically focus on two aspects of a proposed development: 1) the physical design and improvements; and, 2) the operational characteristics of the use. The discretionary aspect of such approvals generally requires more scrutiny, more in-depth review and analysis, and instills a level of uncertainty in the approval process, thereby increasing risk and cost for such development.

#### MINISTERIAL V. DISCRETIONARY APPROVALS

**Ministerial** approvals are considered "by-right" and permits are issued if a project complies with specific objective standards (e.g., setback, height, parking requirements). Ministerial approvals are not subject to appeal.

**Discretionary** approvals allow for additional requirements to be added to a permit (e.g., condition of approval) at the discretion of the approving authority. Discretionary approvals can be appealed.



In Fowler, every new use established requires a Site Plan Review, with some limited exceptions. As a result, the establishment of a permitted use is subject to a discretionary action, which is typically reserved for more complicated development applications. A review of how permitted uses are processed is necessary in order to streamline application reviews while still ensuring consistency with Code requirements and providing appropriate levels of notification.

In addition, while it is generally left to local jurisdictions to determine what type of action is required for various permit types, there are several uses regulated at higher levels of government that are required to be approved through a ministerial process. Accessory dwelling units and some communications uses are examples of such uses. In Fowler, these uses also require Site Plan Review prior to approval. Since Site Plan Reviews are discretionary, the City lacks an appropriate permit review process for those uses required to be ministerial actions. A truly ministerial review process should be established.

*Observation 3: Applicability for Permits is Unclear*

Most articles pertaining to planning applications do not include clear applicability thresholds. This is demonstrated in Article 26, Site Plan Review, which outlines application requirements and timelines, but does not explicitly state when a Site Plan Review is required by an applicant. This is also the case in the remainder of the articles covering permit procedures (Articles 22-28) including, administrative approvals, conditional use permits, variances and minor deviations, and planned unit developments.

Alternatively, site plan review applicability thresholds are often found in the zone regulations themselves. While this does establish applicability thresholds, it is not an intuitive location and leads to confusion and unnecessary time spent determining when a site plan review applies to a project. In both instances, either lack of or improperly located applicability thresholds can lead to confusion in determining the type of application required for a project.

*Observation 4: Some Chapters Contain Optional Guidelines*

Ordinances are local laws that establish objective and enforceable rights, responsibilities, standards, requirements, and procedures. The regulations contained in ordinances are required and compulsory. Guidelines, while very useful and important in the development review and approval process, are subjective statements of preference and desirable and negotiable outcomes, not compulsory standards and requirements. Article 16, Design Review, contains suggested design guidelines for multifamily, residential, and commercial uses, rather than compulsory regulations. Including such guidelines in a Zoning Code is not a best practice. Typically, such optional guidelines are contained in a separate document that may be referenced by the Zoning Ordinance

*Observation 5: Minimal Flexibility in Code Requirements*

There are very limited provisions in place to review and approve minor exceptions to code requirements or confirm conformance with previous approvals at the staff level. Formalizing procedures that allow for some flexibility in code requirements is a best practice that allows staff to respond to special circumstances and changing markets without requiring amendments to the code. Procedures that are typically included are:

- **Similar Use Determinations.** Allows for uses not listed on the allowed use table to be added and processed without requiring a text amendment. Fowler does not have a process for determining similar uses.
- **Minor Exceptions or Deviations.** Allows for minor exceptions (typically a deviation of 10% or less) to select development standards to reasonably accommodate projects without requiring a variance. Fowler's Zoning Code addresses minor deviations in Article 27, Section 8. Under current procedures, minor deviations are discretionary acts carried out by the Community Development Director. Should an application for minor deviation be denied, the applicant may apply for Variance.
- **Substantial Conformance Determinations.** Allows for minimal changes in project designs to occur under a previously approved permit without requiring an applicant to start over with a new application. Fowler's Code does allow the Community Development Director to authorize minor modifications to approved Site Plan Reviews, however it is recommended that a universal substantial conformance determination process be implemented to help streamline the approval process across all permit types.
- **Code Interpretations.** Allows for a designated review authority to make an official interpretation of the code without the need for an amendment to the code. Section 9-5.103 of Fowler's Zoning Code outlines procedures for code interpretations, stating that Planning Commission makes findings and recommendations to City Council for action. Requiring code interpretations to be made by the City Council does not provide flexibility at the staff level for responding to changing markets nor does it offer a meaningful alternative to a Zoning Code amendment, which also requires City Council review and approval.

### Recommendations

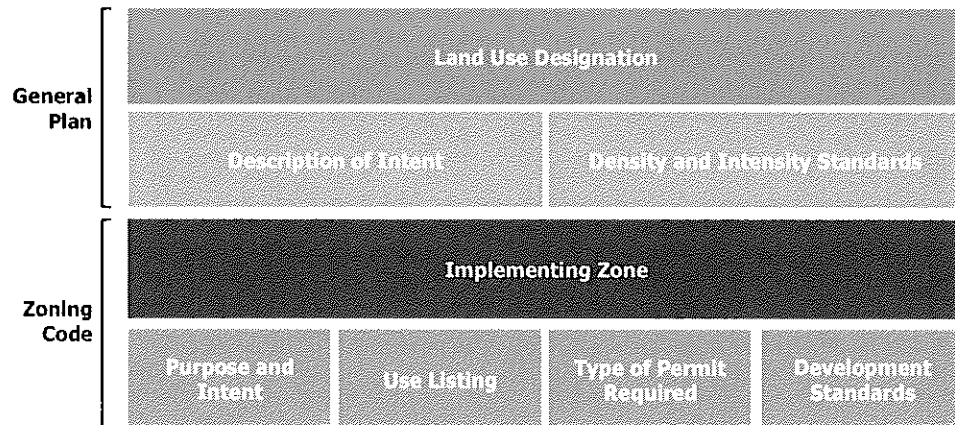
1. Reorganize and consolidate common permit procedures and approval authority in one location.
2. Identify clear applicability standards for each type of permit.
3. Determine which permit types and procedures can be eliminated, amended, or confirmed to reflect current practice.
4. Review approval types to determine appropriate level of review and make approvals ministerial where appropriate.
5. Separate Design Review Guidelines from the Zoning Code.
6. Establish or revise existing procedures that add flexibility to the Code for determination at staff level.

## ZONES

The Fowler General Plan has 13 land use designations, each with a description of the types of uses and development intended for the designation (*see*

**Appendix A).** As the primary implementing tool, the Zoning Code needs to identify at least one implementing zone per General Plan land use designation. The General Plan land use designation description and density and intensity standards serve as the basis for the allowed uses and development standards in the implementing zone. Each zone establishes development standards and identifies the uses allowed within that zone. There are currently 21 different zones on the Fowler Zoning Map.

The following figure provides an illustration of the relationship of a General Plan land use designation to an implementing zone.



This section contains general observations about the existing zones, allowed uses, and development standards, as well as strategies for improving these aspects in the Code update.

### Summary Observations

*Observation 1: Zone Districts Should be Reviewed for Consistency with the General Plan.*

The Fowler General Plan features a General Plan/Zoning Consistency Table as part of its land use element, which outlines each general plan land use designation, along with intended density and intensity standards, and its corresponding zone district. Ideally, land use designations found in the General Plan should have at least one equivalent implementing zone district. The following zoning districts referenced by the General Plan are not present in the existing Code:

- R-MP (Residential Mobile Home Park)
- MP (Business Park)

New zones will be established to implement General Plan land use designations not currently implemented. Each zone will have a stated purpose, allowed use listing, and development standards that are directly related to the description and density/intensity standards adopted for the General Plan land use designation.

There are also zone districts established within the Code that are not referenced by the General Plan. These zones will be reviewed and revised if necessary.

- P (Off Street Parking District)
- Form Based Code Area

In addition, each zone will be reviewed for compliance with the intent of the land use designation outlined in the General Plan. A review of how density is calculated will be completed to ensure each zone's development standards are consistent with land use designations.

*Observation 2: Allowed Use Listings are Too Specific*

There are allowed use listings that appear to be unnecessarily specific (e.g., ice dispensers, poultry and rabbit butcher shops, luggage stores, scientific instrument stores, stamp and coin stores, etc.). Many of these uses have no functional or operational difference from broader terms, such as general retail, offices or manufacturing. Allowed use listings should be general enough to minimize specificity where possible. Uses that require special considerations or that have special permitting requirements or standards attached (e.g., through the specific use regulations) may be listed but should generally be limited.

The allowed use listings will be reviewed to add or delete uses, consolidate uses, and determine appropriate level of approval.

*Observation 3: Allowed Use Listings are Repetitive with Minor Distinctions*

In addition to being overly specific, the uses listed in the Code tend to be repetitive, with minor nuances that do not make them functionally different. This often leads to the same type of use falling within two different use listings, often with conflicting permit requirements. For example, "entertainment centers" and "gaming and entertainment centers" are functionally the same use; however, entertainment centers are permitted in the C-2 (Community Commercial) district while gaming and entertainment centers require a conditional use permit in the same zone. All uses should be reviewed to add, delete, or consolidate uses where possible to avoid redundancy and inconsistency.

*Observation 4: Certain Uses Have Conflicting Permit Requirements*

There are a handful of similar uses found to have different permitting requirements, even within the same zone district. This occurs even when there is no difference in the wording of allowed uses. For example, private lodges and clubs are listed as both a conditional and administrative use in the RM (Residential Multifamily) district.

Inconsistencies like this are prevalent, with conflicts occurring throughout several zone districts. Conflicting permitting requirements make it difficult or impossible for applicants to anticipate the time and cost associated with developing their project without seeking confirmation on the appropriate process directly from the City. Uses should be reviewed to determine appropriate approval type and inconsistencies should be eliminated.

### **Recommendations**

1. Establish new zones as needed to implement the General Plan Consistency Matrix.
2. Review zone districts for consistency with General Plan policies.
3. Review and amend the allowed use listings for each zone.
4. Eliminate antiquated, unused, and unnecessarily detailed use listings.
5. Organize allowed uses into comprehensive tables for ease of reference, comparison, modification, and maintenance.
6. Review permitting requirements for each use and eliminate inconsistencies.

## GENERAL DEVELOPMENT REGULATIONS

Clear, detailed site planning and development standards are an important component of every zoning code. General development regulations augment the site-specific development standards associated with individual zones (e.g., lot size, height, setbacks).

This section contains observations about existing regulations relative to general development standards, as well as strategies for improving these aspects in the Code update.

### **Summary Observations**

#### *Observation 1: Development Standards Can be Consolidated for Ease of Reference*

The current Zoning Code contains development standards and operational standards in multiple locations throughout the Code. General development standards that apply to multiple zones should be consolidated, ensuring repetition of standards is minimized. Cross-references should provide the link between the allowed uses in each zone and the applicable general development standards.

#### *Observation 2: Not all General Plan Policies are Well Implemented*

Fowler's General Plan contains many policies which impact the Zoning Code. Generally, these policies focus on density and intensity standards, community design, downtown preservation, economic development, and land use compatibility.

Many of these concepts are carried out in the Zoning Code:

- Density and intensity standards in the Code are generally consistent with the General Plan land use designations.
- Community design and downtown preservation are addressed through the HB (Highway Beautification) zone as well as the Form Based Code Area.
- The Form Based Code Area fosters downtown preservation by setting controls on building form in order to create an economically viable downtown
- Land use compatibility is addressed through buffer and screening requirements around potentially harmful uses.

One policy area that is not fully implemented is economic development. The structure of the Zoning Code, including poor organization and inconsistent allowed uses and permitting requirements contribute to unpredictability in the development process, which can inhibit economic development.

Moving forward, General Plan policies will be addressed, and Code regulations will be reviewed and updated as needed to ensure the intent of the General Plan is being implemented.

### **Recommendations**

1. Consolidate all general development standards into one location for ease of reference and to minimize redundancy.
2. Review existing standards for consistency with the intent of General Plan goals and policies.

## SPECIFIC USE REGULATIONS

Zoning codes often provide additional site planning, development, and operational standards for a variety of specific land uses. Specific uses may warrant additional regulations for a variety of reasons, including compliance with State and federal laws, local preference on how specific uses are developed or operated, or in response to addressing issues in how specific uses are operated and maintained.

Specific use regulations are used as a strategy to increase predictability in the development review process and project implementation. Consistent development and operational standards applied to specific uses may also facilitate review of certain projects at a lesser level of review (e.g., Community Development Director review instead of Planning Commission review) or transition projects from a discretionary approval to a ministerial approval. This approach can reduce the administrative burden on the City staff and elected officials while still achieving the desired outcome and protections for specific uses and surrounding uses.

### SPECIFIC USES

Specific uses are types of land uses that may warrant special regulation beyond the rules outlined by the underlying zone district. Many specific uses are subject to compliance with State law or are of special concern to the community.

### Summary Observations

#### *Observation 1: Not All State Regulated Specific Uses are Covered in the Existing Code*

As described above, specific use regulations are used to increase predictability in the development process. In addition to uses which may be of special importance locally, there are many uses which are also regulated at higher levels of government. The State of California regulates specific uses including accessory dwelling units, telecommunication facilities, and supportive housing. While design standards for these types of uses may be regulated at the state level, it is still beneficial for local ordinances to address them as well in order to clarify procedural process. Fowler's Code regulates several specific uses which are regulated by the State of California, including:

- Attached housing
- Mobile Home Parks
- Accessory and Junior Accessory Dwelling Units
- The keeping of pigeons
- Telecommunication facilities
- Manufactured Homes

These uses will be reviewed for consistency with State regulations, including allowed design standards and approval type (ministerial versus discretionary).

In addition, there are several State regulated uses not addressed in the existing Code. A review of these uses will occur and will be integrated as specific uses into the Code update.

#### *Observation 2: Specific Uses Should be Considered as a Method to Streamline Approvals*

Fowler's Zoning Code identifies several specific uses which are not regulated at the state level, including bed and breakfasts and mobile food vendors. These are examples which have been determined at the local level to require additional operational oversight or specialized design standards. In doing so, it is possible to implement additional oversight while simultaneously increasing the level of predictability for the

applicant and decreasing the level of review required for approval. This is beneficial because predictable standards and lower levels of approval are typically faster and less costly than the alternative. Moving forward, uses currently identified as conditional or administrative uses may will be reviewed to determine which may benefit from having specific use regulations established.

### Recommendations

1. Review specific uses for consistency with State regulations, and integrate additional State regulated uses into the Code as necessary.
2. Determine which allowed uses may benefit from specific use standards.

## COMPLIANCE WITH STATE AND FEDERAL LAW

In California, it is generally left to cities and counties to determine how to best regulate land uses and development in their jurisdiction. However, there are certain exceptions that require local regulations to be either consistent with or preempted by State or Federal law. Based on a preliminary review of the existing Code regulations, following are the items that will require updates of existing regulations or preparation of new regulations for consistency with applicable laws and will be addressed as part of the update process. Some of the items identified below are currently included Fowler's Zoning Code; however, reviews will be conducted of all existing language to ensure it reflects the latest legislative requirements.

Additional items may be addressed during a more detailed review of existing regulations and preparation of the Draft Zoning Code.

### Items to be Addressed

**Definitions.** Definitions of various terms shall be updated for consistency with State and Federal law, including "accessory dwelling unit", "efficiency unit", "employee housing", "family", "mobile home unit", "multifamily residential unit", "single-family residential unit", "single room occupancy unit", "transitional and supportive housing", and "target population".

**Reasonable accommodation procedure.** Local jurisdictions are required to provide a process to make reasonable accommodations in rules, policies, practices, or services when such accommodations are necessary to afford an equal opportunity to use and enjoy a dwelling.

**Solar energy systems.** Local jurisdictions are required to have a permit procedure in place that expedites small residential rooftop solar energy systems. These are typically limited to ministerial approvals, unless a finding can be made based on substantial evidence that a specific, adverse impact on public health or safety would result. Approvals of solar energy systems for agricultural or commercial use are also required to be non-discretionary.

**Permit streamlining.** Local jurisdictions may not enact growth management policies or prohibit or render infeasible housing development projects without making very specific findings. Local jurisdictions may hold no more than five hearings for certain applications and appeals.

**Density bonus provisions.** Jurisdictions are required to allow density bonuses for affordable housing developments. Specific guidance on allowances are provided.

**Water efficient landscaping.** Local jurisdictions are required to adopt the state's model water efficient landscape ordinance (WELO) or a local version in compliance with the WELO.

**Transitional and supportive housing.** Transitional and supportive housing shall be allowed in all zones that allow residential uses in the same manner as other residential uses are allowed in those zones.

**Residential care facilities.** Residential care facilities serving six or fewer clients shall be a by-right (ministerial) use allowed in all residential zones.

**Employee Housing Act.** Employee housing that serves six or fewer persons shall be treated as a single-family structure and shall be allowed in the same manner as other single-family structures in the same zones and in the same manner of approval. Employee housing that consists of no more than 36 beds in a group quarters or 12 units or spaces designed for use by a single family or household shall be deemed an agricultural land use and shall be treated in the same manner as other agricultural activities in the same zone.

**Manufactured homes and mobile homes.** Local jurisdictions shall allow the installation of certified manufactured homes on a foundation system on lots zoned for conventional single-family structures.

**Accessory dwelling units (ADUs).** Accessory dwelling units are required to be ministerial and recent legislation has further refined the allowances for local jurisdictions to regulate such units, including restrictions on required parking if the ADU meets certain criteria, standards for lot coverage, and lot size. The time to process an application has been reduced from 120 to 60 days. Additionally, SB 68 now requires that one ADU and one Junior ADU be allowed per lot with a single-family dwelling, if certain requirements are met.

**Adult-oriented business.** Local jurisdictions may regulate adult-oriented businesses, including adopting specific standards that regulate the time, place, and manner of operation of sexually oriented businesses. Specific guidance on what the ordinance may limit is provided.

**Large family day care homes.** Large family day care homes shall be allowed in any zone where residential uses are allowed. A permit may be required by the local jurisdiction but must be reasonable and are limited in the scope of issues that can be regulated.

**Single room occupancy (SRO) units.** Local jurisdictions shall allow for the development of single room occupancy units.



# APPENDIX A

## GENERAL PLAN LAND USE DESIGNATION DESCRIPTIONS

General Plan Land Use Designation/Description	Density /Intensity
<b>Low Density Residential</b>	
Low density residential is characterized by larger lots for single family residential development. Minimum lot size would be 10,000 square feet with lot sizes ranging from 10,000 to 12,000 square feet and larger. It is not envisioned that lots greater than one acre in size would be appropriate within the City limits.	0.0-3.6 du/ac
<b>Medium Low Density Residential</b>	
Medium low density residential is characterized primarily by single family homes with a minimum lot size of 7,000 square feet ranging to 10,000 square feet.	3.7-5.5 du/ac
<b>Medium Density Residential</b>	
Lots as small as 5,000 square feet would be permitted. Mobile home parks and apartments within this density range will meet the needs of many households without the financial means or the desire to be homeowners. The most compatible zone districts are R-1-5, R-1-6, R-1-7, R-2-A, and R-MP.	5.6-13.5 du/ac
<b>High Density Residential</b>	
13.6 - 21.8 units per gross acre. The high-density land use category provides for the highest residential densities permitted in the City. It is intended that this category utilize innovative site planning, provide on-site recreation, and be located near major community facilities, business centers and streets of at least collector capacity. Greater density for senior's housing only may be achieved subject to a Conditional Use Permit. The most compatible zone districts are R-2, R-3-A, and R-3.	13.6-21.8 du/ac
<b>Neighborhood Commercial</b>	
Neighborhood commercial provides for a 10-acre or smaller cluster of commercial uses serving convenience and commercial needs, but also offering general merchandise, variety, and specialty items. The neighborhood commercial center is intended to serve the smaller market area surrounding the site.	40%
<b>Community Commercial</b>	
The community commercial designation provides an activity center oriented towards the downtown as permitted in the C-2 district. The designation is also appropriate outside the downtown in primary commercial districts where a range of retail, financial, governmental, and entertainment activities occur. Community Commercial land use areas outside the downtown should be developed as unified commercial centers, except where the existing development pattern or parcelization makes it impractical. Mixed use residential uses are also encouraged in Community Commercial locations by Conditional Use Permit where appropriate.	40%
<b>General Commercial</b>	
This designation provides for commercial areas with a wide range of retail and service activities along major traffic corridors as permitted in the C-3 district. Highway commercial uses as permitted in the C-H district are permitted at the interchange of major streets with	40%

General Plan Land Use Designation/Description	Density /Intensity
<p>Highway 99 and Golden State Boulevard and are intended to provide for visitor-serving uses, including restaurants, lodging, and gasoline.</p>	
<p><b>Office Commercial</b></p>	
<p>This designation provides for office development as permitted in the C-1 and C-2 zone districts. Commercial uses contemplated as part of this category include business support services and support restaurant and medical services.</p>	50%
<p><b>Light Industrial</b></p>	
<p>This category establishes light industrial areas where uses such as fabricating, assembly, research and development, electronics, low intensity warehousing and other such similar industrial uses are appropriate. All work, materials, and equipment storage are generally conducted indoors. Special landscaping, enclosures and other site development standards are appropriate. Industrial park development is intended on larger parcels to create distinct districts of industrial, office, and support uses. The M-1 and M-P districts are most consistent with this designation.</p>	60%
<p><b>Heavy Industrial</b></p>	
<p>The heavy industrial category allows those uses which require exposed or unenclosed processing and storage of uncovered materials or equipment. The designation provides for manufacturing, fabrication, processing, assembling, wholesale and storage uses, trucking terminals, and quasi-public and utility services structures and facilities. The M-2 designation is most consistent with this designation.</p>	60%
<p><b>Agriculture</b></p>	
<p>This designation provides sites for permanent agriculture, as well as areas reserved for long term urbanization.</p>	Not Stated
<p><b>Public Facility</b></p>	
<p>This designation indicates areas owned and maintained by public or institutional agencies such as facilities owned by the city, schools, hospitals, and other facilities.</p>	Not Stated
<p><b>Parks &amp; Open Space</b></p>	
<p>This designation determines areas of permanent open spaces, parks and/or areas precluded from major development.</p>	Not Stated

# Fowler Development Code Update

## Title 9 – Chapter Outline

### Updated 2-4-2021

## CONSIDERATIONS FOR OUTLINE ORGANIZATION AND CONTENT

The following considerations informed the organization and general content of this outline. These considerations were derived from some of the recommendations included in the Audit Report.

Topic	Consideration
Code Usability and Accessibility	<ul style="list-style-type: none"> <li>- Use tables and graphics to minimize redundancies and illustrate application and standards and defined terms.</li> <li>- Organize chapters in groups by topic.</li> <li>- Use cross references to minimize redundancies.</li> <li>- Incorporate new regulations as needed for compliance with applicable State and Federal laws.</li> </ul>
Permit Processing and Administration	<ul style="list-style-type: none"> <li>- Establish common application processing procedures.</li> <li>- Consolidate and organize permit procedures.</li> </ul>
Zones	<ul style="list-style-type: none"> <li>- Consolidate zones where feasible.</li> <li>- Organize similar zones into related groups (e.g., residential, commercial, industrial).</li> <li>- Organize allowed uses and development standards into comprehensive tables for ease of reference, comparison, modification, and maintenance.</li> </ul>
General Development Regulations	<ul style="list-style-type: none"> <li>- Consolidate all general development standards into one location for ease of reference and to minimize redundancies.</li> <li>- Identify additional general development standards that should be addressed in the Code update to reflect the needs of Fowler.</li> </ul>
Specific Use Regulations	<ul style="list-style-type: none"> <li>- Consolidate all special use regulations into one location for ease of reference and to minimize redundancies.</li> <li>- Identify additional specific uses that should be addressed in the Code update to reflect the needs of Fowler.</li> </ul>
Compliance with State and Federal Law	<ul style="list-style-type: none"> <li>- Provide Definitions.</li> <li>- Ensure that the code meets the requirements of state and federal legislation.</li> </ul>

# **Fowler Development Code Update**

## **Title 9 – Chapter Outline**

### **Updated 2-4-2021**

## **TITLE 9: PLANNING AND ZONING**

### **Article 1: General Provisions (4 Chapters)**

#### **Chapter 9.05: Purpose and Applicability**

This chapter will explain the purpose of the Zoning Code, authority relative to the Government Code, and applicability of regulations (e.g., new use/structure, change in use, existing development).

#### **Chapter 9.10: Administrative Responsibility**

This chapter will identify the City's designated planning agencies (e.g., City Council, Planning Commission, City Manager, and Community Development Director and establishes responsibility for administering the code. Committee responsibilities will be handled separately.

#### **Chapter 9.15: Rules and Interpretation**

This chapter explains what the general rules of interpretation are (e.g., rounding of numbers, shall vs. should). This chapter also includes Code Interpretation process.

#### **Chapter 9.20: Enforcement**

This chapter will include all rules, responsibilities, and procedures relative to the enforcement of provisions in the Zoning Code.

### **Article 2: Administration, Permits, and Procedures (16 Chapters)**

Procedures are listed in alphabetical order. These chapters will describe purpose, applicability, project review and action, required findings, expiration, appeals, amendments to applications, and other relevant sections. Sections will reference the procedures in Chapter 9.30 when common application processing procedures apply.

#### **Chapter 9.25: Land Use and Development Approval Requirements**

This chapter will include general requirements for development and new land uses, identify allowable land uses and requirements for permits and entitlements, and list exemptions from requirements for permits and entitlements.

#### **Chapter 9.30: Common Application Processing Procedures**

This chapter will explain each component of the permit and entitlement process in general terms. At a minimum, components would include: Application Filing and Fees, Determination of Completeness, Application Review and Report, Public Hearing and Public Notice, Approving Authority, Appeals, Effective Date, New Application, Approvals to Run with Land, Time Limits and Extensions, Modification and Revocation.

#### **Chapter 9.35: Conditional Use Permit- Major and Minor (New)**

Minor CUPs will replace Administrative Use Permits moving forward.

#### **Chapter 9.40: Development Agreement (New)**

#### **Chapter 9.45: General Plan Amendment (New)**

#### **Chapter 9.50: Home Occupation Permit**

Will include standards for home occupations.

#### **Chapter 9.55: Minor Deviation**

Allows for minor exceptions (typically a deviation of 10% or less) to select development standards to reasonably accommodate projects without requiring a variance.

#### **Chapter 9.60: Planned Unit Development**

This chapter shall cover permitted uses, standards, and regulations for PUD's, as well as the permit process involved when processing a PUD.

#### **Chapter 9.65: Sign Permit**

#### **Chapter 9.70: Similar Use Determination (New)**

Allows for uses not listed on the allowed use table to be added and processed without requiring a text amendment.

# **Fowler Development Code Update**

## **Title 9 – Chapter Outline**

### **Updated 2-4-2021**

#### **Chapter 9.75 Site Plan Review- Major & Minor (New)**

#### **Chapter 9.80: Specific Plan (New)**

#### **Chapter 9.85: Temporary Use Permit**

#### **Chapter 9.90: Variance**

#### **Chapter 9.95: Zone Clearance (New)**

This chapter will establish a ministerial, streamlined review process for permitted uses.

#### **Chapter 9.100: Zoning Code/Map Amendment**

Will include pre-zone/annexation, and rezoning/text amendments.

#### **Article 3: Zones (6 Chapters)**

Base zone chapters will describe purpose, description and intent, allowed uses and permit requirements, and development standards. Each chapter will include:

- A single allowed use matrix with all of the land use classifications in the left column and all of the City's base zone districts across the top row. The table will be populated with permit types for each allowed use (e.g., plot plan, conditional use permit, not permitted). References to the applicable specific use regulations chapters will be included, as applicable, in the table.
- A single development standard matrix with all of zone development standards (e.g., setbacks, height, lot size) in the left column and all of the City's base zone districts across the top row. The table will be populated with the applicable measurement of development standard. References to the applicable general development standards chapters will be included, as applicable, in the table.

Individual zones within each use zone category will be determined based on the consistency analysis.

#### **Chapter 9.105: Establishment of Zones**

This chapter will establish the City's Zoning Districts (consistent with the General Plan) and references the Zoning Map for designation and distribution of the City's Zoning Districts. Zoning Districts are listed and described in terms of base districts, overlay zoning districts, and any other special districts. This chapter may also include a General Plan and Zoning Consistency Table. This chapter will also include the process of adopting a zoning map and the use of a land use classification system.

#### **Chapter 9.110: Residential Zones**

#### **Chapter 9.115: Commercial Zones**

Includes form based codes.

#### **Chapter 9.120: Industrial Zones**

#### **Chapter 9.125: Ag, Public Facilities, Parks, and Open Space**

#### **Chapter 9.130: Overlay Zones**

This chapter will reiterate the purpose of establishing overlay zones and will list all of the City's overlay zones (e.g., Highway Beautification Overlay Zone) along with any special/unique allowed use and/or development standards applicable to each overlay district.

#### **Article 4: Site Development Regulations and Performance Standards (12 Chapters)**

The following general development standard chapters will describe purpose, applicability, permit requirements and exemptions, development standards. Development standards will generally be organized by standards applicable to all zones and standards applicable by zone category (e.g., Residential, Commercial, Industrial, Agriculture, Public Facilities, Parks and Open Space, Overlay).

#### **Chapter 9.135: General Development Standards**

# **Fowler Development Code Update**

## **Title 9 – Chapter Outline**

### **Updated 2-4-2021**

This chapter will describe general development standards in terms of building site requirements, height measurements and exceptions, and setback requirements and exceptions.

#### **Chapter 9.140: Accessory Structures and Uses**

- Include sale of produce on agricultural properties.
- Incidental uses (office and retail)

#### **Chapter 9.145: Dedications and Improvements**

#### **Chapter 9.150: Density Bonuses, Incentives, and Concessions**

#### **Chapter 9.155: Fences, Walls, and Screening**

#### **Chapter 9.160: Landscaping Standards**

#### **Chapter 9.165: Outdoor Lighting Standards**

#### **Chapter 9.170: Parking and Loading Standards**

#### **Chapter 9.175: Performance Standards**

Includes air quality, noise, odor, and vibration standards. Noise could cross reference with walls in chapter 9.155.

#### **Chapter 9.180: Signs Regulations**

#### **Chapter 9.185: Waste Facilities**

#### **Chapter 9.190: Utilities**

#### **Article 5: Specific Use Regulations (13 Chapters)**

The following specific use regulation chapters will describe purpose, applicability, permit requirements and exemptions, development standards, and operational requirements. Additional findings for approval may also be identified along with other relevant sections as appropriate.

#### **Chapter 9.195: Abandoned Service Stations**

#### **Chapter 9.200: Accessory Dwelling Units**

#### **Chapter 9.205: Adult Business Use**

#### **Chapter 9.210: Alcohol Beverage Sales and Consumption**

#### **Chapter 9.215: Auto-related Uses**

Includes auto repair shops and mobile food vending.

#### **Chapter 9.220: Drive-in and Drive-Through Uses**

#### **Chapter 9.225: Farmer's Market**

#### **Chapter 9.230: Cannabis Cultivation/Manufacturing and Sale**

#### **Chapter 9.235: Mobile Homes and Mobile Home Parks**

#### **Chapter 9.240: Outdoor Sales, Display and Seating**

#### **Chapter 9.245: Outdoor Storage**

#### **Chapter 9.250: Recycling Facilities**

#### **Chapter 9.255: Telecommunication Facilities**

#### **Article 6: Nonconforming Uses (1 Chapter)**

#### **Chapter 9.260: Non-conforming Uses and Structures**

This chapter will establish City policy for treatment of legal non-conforming uses and structures, including limited expansion and the process to request special consideration.

#### **Article 7: Definitions (1 Chapter)**

#### **Chapter 9.265: Universal Definitions**

This chapter will include all specialized terms used throughout the Code (not otherwise defined in one of the previous chapters).

**Total (53 Chapters)**

# Fowler Development Code Update

## Annotated Outline for Presentation v1

February 2021

### CONSIDERATIONS FOR OUTLINE ORGANIZATION AND CONTENT

The following considerations are recommended in order to create a new Title for Subdivisions that would optimize efficiency, ease of use, and reduce redundancy across the overall Fowler Municipal Code. These considerations were derived from some of the recommendations included in the Audit Report.

Topic	Consideration
General	<ul style="list-style-type: none"> <li>- Use tables and graphics to minimize redundancies and illustrate application and standards and defined terms.</li> <li>- Organize chapters in groups by topic.</li> <li>- Use cross references to minimize redundancies.</li> <li>- Incorporate new regulations as needed for compliance with applicable State and Federal laws.</li> </ul>

### TITLE 11: SUBDIVISIONS

Procedure chapters (Article 2 and Article 3) will generally describe purpose, applicability, submittal requirements, review and action, findings, appeals, revisions, substantial conformance, and amendments, expiration and extensions, and other application-specific requirements. Sections will reference the procedures in Title 9 (Planning and Zoning) as appropriate to minimize redundancies in procedures.

Article 1: General Provisions (4 Chapters)
<b>Chapter 11.05: Purpose and Applicability</b> This chapter will explain the purpose of the Subdivision Code, authority relative to the Government Code as well as conformance to the General Plan, and applicability of regulations, including exceptions.
<b>Chapter 11.10: Administrative Responsibility</b> This chapter will identify the responsible authorities for implementing the regulations, procedures, and general application processing.
<b>Chapter 11.15: Rules of Interpretation</b> This chapter explains what the general rules of interpretation are
<b>Chapter 11.20: Enforcement</b> This chapter will include all rules, responsibilities, and procedures relative to the enforcement of provisions in the Subdivision Code.
Article 2: Maps Required (4 Chapters)
<b>Chapter 11.25: Tentative Maps</b>
<b>Chapter 11.30: Vesting Maps</b>
<b>Chapter 11.35: Common Interest Subdivisions</b> Includes condominiums.
<b>Chapter 11.40: Final Maps and Parcel Maps</b>
Article 3: Certificates, Adjustments, and Mergers (4 Chapters)
<b>Chapter 11.45: Certificates of Compliance</b>

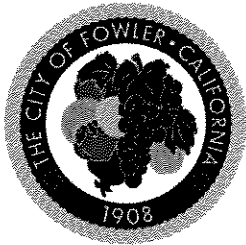
# Fowler Development Code Update

## Annotated Outline for Presentation v1

February 2021

<b>Chapter 11.50: Lot Line Adjustment</b>
<b>Chapter 11.55: Lot Merger</b>
<b>Chapter 11.60: Reversion to Acreage</b>
Article 4: Subdivision Design, Dedication, and Improvement Standards (4 Chapters)
<b>Chapter 11.65: Design Standards</b> This chapter will cover applicability and exclusions, general design requirements, street design, grades, alignments, intersections, alleys, lot and block design, required access, energy conservation, and other relevant design requirements.
<b>Chapter 11.70: Dedications and Fees</b> This chapter will cover applicability, easements, waiver of access, title insurance requirements for dedications, park and recreation fees and dedications (as applicable to subdivisions), and payment of other fees and credits as they relate to subdivisions.
<b>Chapter 11.75: Parkland Dedication and Fees</b>
<b>Chapter 11.80: Improvements</b> This chapter will cover applicability, required improvements (including off-site improvements), design and access, commencement of improvements, improvement plans, agreement, security required, acceptance, deferral and phasing of improvements, and substantial conformance. Release of securities will also be covered.
Article 5: Definitions (1 Chapter)
<b>Chapter 11.85: Definitions</b> This chapter will include definitions/descriptions of all applicable terms in Title 11.
<b>Total (17 Chapters)</b>





# ITEM 5 E - 1

## FOWLER CITY COUNCIL

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- ☐ Consent
  - ☐ Regular Item
  - ☐ Workshop
  - ☐ Closed Session
  - ☐ Public Hearing
- ITEM NO: 5E-1

### REPORT TO THE CITY COUNCIL

April 6, 2021

**FROM:** WILMA QUAN, City Manager

### SUBJECT

Actions pertaining to the Fiscal Year 2018-19 year-end close of the City of Fowler's financial records and assistance with the completion of the June 30, 2019 audit.

1. Approve a consultant services agreement with Price Paige & Company, Accountancy Corporation (Price Paige), to provide professional consulting services for the City of Fowler's Finance Department in an amount not to exceed \$80,000.
2. Approve Budget Amendment Resolution No. 2496 to appropriate \$80,000 to Price Paige for the FY 2018-19 year-end close of the City of Fowler's financial records and assistance with the preparation of the June 30, 2019 audit.

### RECOMMENDATION

Staff recommends approval of a consultant services agreement with Price Paige in an amount not to exceed \$80,000 for professional consulting services for the FY 2018-19 year-end close of the City of Fowler's financial records and assistance with the June 30, 2019 audit preparation, authorizing the City Manager or her designee to execute the agreement on behalf of the City; and adoption of proposed Budget Amendment Resolution No. 2496 to appropriate \$80,000 for this agreement.

### BACKGROUND

In order to address the current state of the City's financial records it is recommended that Council approve a consulting services agreement with Price Paige and a related Budget Amendment Resolution appropriating an amount not to exceed \$80,000. Finance Department staff has revealed that the City's financial statements have not been reconciled and an audit has not been finalized since FY 2017-18.

Because of the incomplete audit for FY 2018-19 due to the unreconciled bank accounts for eleven months (August 2018 through June 2019), the City has not collected \$514,316 of Transportation Development Act (TDA) Article 8 streets and roads funds from the Fresno County Council of

Governments. It is staff's understanding that this \$514,316 is available for disbursement once the City's TDA audits are up to date. In addition, the City has not received senior meal monies from Fresno Madera Area Agency on Aging (FMAAA) since FY 2017-18. Staff has confirmed that the City will become eligible for those senior meal monies after the City has completed all outstanding audits for FY 2018-19, FY 2019-20, and FY 2020-21, with no issues for two consecutive years. It is estimated that the earliest the City will be eligible for the senior meal money through FMAAA will be FY 2021-22. In addition, the Finance Department staff is concerned that the City is unable to show appropriate match requirements for various outstanding grant opportunities without having completed audited financial statements for FY 2018-19 and FY 2019-20.

Due to the urgency of this situation and the importance of having current financial statements and audits, it is recommended that Council confirm dispensing with the formal competitive purchasing process and award the consulting services agreement to Price Paige consistent with the City's Purchasing Policy, Section 7 – Exceptions to Purchasing Methods, Subsection I, which authorizes Council to waive the formal process when immediate commencement of services is in the best interest of the City.

Staff believes Price Paige is uniquely qualified to begin work associated with the proposed scope of services immediately. Price Paige is uniquely qualified to perform this work because of their experience in dealing with the small cities in the San Joaquin Valley with similar circumstances; their long list of references who commend their work product; their familiarity with the City of Fowler's accounting system; and their established and good working relationship with the City's Independent Auditor.

As outlined in Exhibit A of the attached Consulting Services Agreement, Price Page proposes to:

- assist the City in the year-end close of its financial records by performing reconciliations of balance sheet and income statement balances, in preparation of the City's June 30, 2019, audit;
- function as a liaison with the City's external auditors; and
- prepare the City's bank reconciliations for all months in FY 2018-19.

It is anticipated that a contract amendment and related Budget Amendment Resolution will be brought forward to Council at a later date for work associated with FY 2019-20 and FY 2020-21. This additional scope of services will be negotiated between Price Paige and the City Manager after the consultant gets a first-hand understanding of the true state of the City's finances.

## **FISCAL IMPACT**

Rectifying the financial situation that currently exists within the City of Fowler is a critical element in moving the City forward as well as managing its day to day operations. The Finance Director has confirmed that there is sufficient General Fund and Water Fund balances to cover the not to exceed amount of \$80,000 for this consultant services agreement. Once all the outstanding financial statements and audits are completed, it is anticipated that the return on investment will be achieved almost instantaneously due to the ability to recoup the outstanding TDA Article 8 monies of \$514,316.

### **Attachments:**

- Consultant Services Agreement
- Budget Amendment Resolution

**CITY OF FOWLER**  
**ACCOUNTING CONSULTANT SERVICE AGREEMENT**

This Accounting Consultant Services Agreement ("Agreement") is entered into between the City of Fowler, a California general law city ("City") and Price Paige & Company ("Consultant") with respect to the following recitals, which are a substantive part of this Agreement. This Agreement shall be effective on April 6, 2021 ("Effective Date").

**RECITALS**

- A. City desires to obtain non-audit accounting consultation services ("Services") more fully described in the proposal from Consultant attached as **Exhibit A**, which is incorporated herein by reference.
- B. Consultant is engaged in the business of furnishing the Services and hereby warrants and represents that Consultant is qualified, experienced, and capable of performing the Services, and possesses any required licenses, certifications, security/bonding, and/or training necessary to perform the Services.
- C. City desires to retain Consultant, and Consultant desires to provide the City with the Services, on the terms and conditions as set forth in this Agreement.

NOW, THEREFORE, in consideration of the promises and mutual agreements herein, City and Consultant agree as follows:

**AGREEMENT**

1. **Scope of Services.** Consultant shall perform the Services described in the Recitals and detailed in **Exhibit A**. Changes in the scope of Services, including the work performed and/or deliverables produced, shall be made in writing and particularly describe the changes in Services, including payment/costs and schedule/term, as applicable.
2. **Priority and Conflicts; Exclusions.** If the terms and requirements of this Agreement conflict with **Exhibit A**, this Agreement shall control. No contractual terms and/or conditions found in **Exhibit A** shall purport to waive, disclaim, or limit Consultant's liability, indemnification obligations, warranties, damages for breach or delay, or any security, bonding, or insurance requirements, and any such provisions shall have no force or effect with respect to this Agreement and the Services performed by Consultant.
3. **Term of Agreement; Commencement of Services; Schedule.** Consultant shall begin performing the Services upon notice from the City on or after the Effective Date, unless otherwise instructed by City, and continue with the Services until satisfactorily completed, as determined by City. Consultant shall complete the Services not later than May 31, 2021 ("Completion Date"), unless extended beyond this date by mutual consent of the Parties. This Agreement may be terminated prior to the Completion Date pursuant to Section 17 herein. City and Consultant shall mutually agree on a schedule for performance of the Services and completion of any deliverables. The schedule shall be subject to modification based on the City's operational needs. City will notify Consultant in advance of any modification to the schedule.
4. **Payment for Services.** City shall pay Consultant for the Services performed pursuant to this Agreement according to Consultant's standard hourly rate(s). The total amount paid by City to Consultant for the Services shall not exceed Eighty Thousand Dollars (\$80,000).

The foregoing is inclusive of all labor, equipment, materials, costs and expenses, taxes, and overhead. City shall pay Consultant for Services satisfactorily performed pursuant to this Agreement. Consultant shall

submit monthly invoices to City containing detailed billing information regarding the Services provided and unless otherwise specified in **Exhibit A**, City shall tender payment to Consultant within thirty (30) days after receipt of invoice.

5. Independent Contractor Status. Consultant and its subcontractors, if any, shall perform the Services as independent contractors and not as officers, employees, agents or volunteers of City. Consultant is engaged in an independently established trade, occupation, or business to perform the Services required by this Agreement and is hereby retained to perform work that is outside the usual course of City's business. Consultant is free from the control and direction of City in connection with the manner of performance of the work. Nothing contained in this Agreement shall be deemed to create any contractual relationship between City and Consultant's employees or subcontractors, nor shall anything contained in this Agreement be deemed to give any third party, including but not limited to Consultant's employees or subcontractors, any claim or right of action against City.

6. Consultant Representations; Standard of Care; Compliance with Law. Consultant represents that Consultant and any subcontractors utilized by Consultant are and will be qualified in the field for which Services are being provided under this Agreement and Consultant and any subcontractors are now, and will be throughout their performance of the Services under this Agreement, properly licensed, certified, secured/bonded, trained, and/or otherwise qualified and authorized to perform the Services required and contemplated by this Agreement, as may be required by law. Consultant and its subcontractors shall utilize the standard of care and skill customarily exercised by members of their profession, shall use reasonable diligence and best judgment while performing the Services, and shall comply with all applicable laws, regulations, and industry standards, including without limitation applicable law for properly safeguarding any financial data and information obtained from City necessary to perform the Services.

7. [Reserved]

8. Subcontractor Provisions. Consultant shall include in its written agreements with its subcontractors, if any, provisions which: (a) impose upon the subcontractors the obligation to provide to City the same insurance and indemnity obligations that Consultant owes to City; (b) make clear that City intends to rely upon the reports, opinions, conclusions and other work product prepared and performed by subcontractors for Consultant; and (c) entitle City to impose upon subcontractors the assignment rights found elsewhere in this Agreement.

9. Power to Act on Behalf of City. Consultant is not acting as an agent of City and shall not have any right, power, or authority to create any obligation, express or implied, or make representations on behalf of City except as may be expressly authorized in advance in writing from time to time by City and then only to the extent of such authorization.

10. Record Keeping; Reports. Consultant shall keep complete records showing the type of Services performed. Consultant shall be responsible and shall require its subcontractors to keep similar records. City shall be given reasonable access to the records of Consultant and its subcontractors for inspection and audit purposes. Consultant shall provide City with a working draft of all reports upon reasonable request by City and of all final reports prepared by Consultant under this Agreement.

11. Ownership and Inspection of Documents. All data, tests, reports, analyses, documents, records, conclusions, opinions, recommendations and other work product generated by or produced for Consultant or its subcontractors in connection with the Services, regardless of the medium, including physical drawings and materials recorded on computer discs or other electronic devices ("Work Product"), shall be and remain the property of City. City shall have the right to use, copy, modify, and reuse the Work Product as it sees fit. Upon City's request, Consultant shall make available for inspection and copying all such Work Product and

all Work Product shall be turned over to City promptly at City's request or upon termination of this Agreement, whichever occurs first. Consultant shall not release any Work Product to third parties without prior written approval of City. This obligation shall survive termination of this Agreement and shall survive for four (4) years from the date of expiration or termination of this Agreement.

12. Confidentiality. All Work Product prepared and performed by and on behalf of Consultant in connection with the Services performed pursuant to this Agreement shall be kept confidential and shall be disclosed only to City, unless otherwise provided by law or expressly authorized by City. Consultant shall not disclose or permit the disclosure of any confidential information acquired during performance of the Services, except to its agents, employees and subcontractors who need such confidential information in order to properly perform their duties relative to this Agreement. Consultant shall also require its subcontractors to be bound to these confidentiality provisions.

13. [Reserved]

14. Conflicts of Interest. Consultant warrants that neither Consultant nor any of its employees have an improper interest, present or contemplated, in the Services which would affect Consultant's or its employees' performance of the Services and the Work Product produced. Consultant further warrants that neither Consultant nor any of its employees have real property, business interests or income that will be affected by the Services. Consultant covenants that no person having any such interest, whether an employee or subcontractor shall perform the Services under this Agreement. During the performance of the Services, Consultant shall not employ or retain the services of any person who is employed by the City or a member of any City Board or Commission.

15. Non-liability of Officers and Employees. No officer or employee of City shall be personally liable to Consultant, or any successors in interest, in the event of a default or breach by City for any amount which may become due Consultant or its successor, or for any breach of any obligation under the terms of this Agreement.

16. [Reserved]

17. Termination of Agreement. This Agreement shall terminate as provided in Section 3, unless terminated earlier pursuant to the following:

a. Termination by City: For Convenience. City may at its discretion terminate this Agreement for convenience and without cause upon ten (10) days prior written notice to Consultant. Upon receipt of a termination notice pursuant to this subsection, Consultant shall promptly discontinue all Services affected, unless the notice directs otherwise.

b. Termination by City or Consultant: For Cause. Either party may terminate this Agreement upon ten (10) days prior written notice to the other party of a material breach, and a failure within that time period to cure or commence reasonable steps to cure the breach.

c. Compensation to Consultant Upon Termination. Consultant shall be paid compensation for Services satisfactorily performed prior to service of the written notice of termination. As to any phase partially performed but for which the applicable portion of Consultant's compensation has not become due, Consultant shall be paid the reasonable value of its Services provided. However, in no event shall such payment when added to any other payment due under the applicable part of the work exceed the total compensation of such part as specified Section 4. In the event of termination due to Consultant's failure to perform in accordance with the terms of this Agreement through no fault of City, City may withhold an amount that would otherwise be payable as an offset to City's damages caused by such failure.

d. Effect of Termination. Upon termination of this Agreement, Consultant shall: (i) promptly discontinue all Services affected, unless the notice of termination directs otherwise; and (ii) deliver or otherwise make available to the City, without additional compensation, all Work Product and/or deliverables accumulated by the Consultant in performing this Agreement, whether completed or in process. Consultant may not refuse to provide such Work Product for any reason whatsoever.

18. Insurance. Consultant shall satisfy the insurance requirements set forth in **Exhibit B**.

19. Indemnity and Defense. Consultant hereby agrees to indemnify, defend and hold the City, its officials, officers, employees, agents, and volunteers harmless from and against all claims, demands, causes of action, actions, damages, losses, expenses, and other liabilities, (including without limitation reasonable attorney fees and costs of litigation) of every nature arising out of or in connection with the alleged or actual acts, errors, omissions or negligence of Consultant or its subcontractors relating to the performance of Services and the safeguarding of any financial data and information obtained from City necessary to perform the Services described herein to the fullest extent permitted by law, unless the injuries or damages are the result of City's sole negligence or willful misconduct, subject to any limitations imposed by law. Consultant and City agree that said indemnity and defense obligations shall survive the expiration or termination of this Agreement for any items specified herein that arose or occurred during the term of this Agreement.

20. Taxes. Consultant agrees to pay all taxes, licenses, and fees levied or assessed by any governmental agency on Consultant incident to the performance of Services under this Agreement, and unemployment and workers' compensation insurance, social security, or any other taxes upon the wages of Consultant, its employees, agents, and representatives. Consultant agrees to obtain and renew an annual business license from City and pay the applicable business license fee to City during the term of this Agreement.

21. Assignment. Neither this Agreement nor any duties or obligations hereunder shall be assignable by Consultant without the prior written consent of City. In the event of an assignment to which City has consented, the assignee shall agree in writing to personally assume and perform the covenants, obligations, and agreements herein contained. In addition, Consultant shall not assign the payment of any monies due Consultant from City under the terms of this Agreement to any other individual, corporation or entity. City retains the right to pay any and all monies due Consultant directly to Consultant.

22. Form and Service of Notices. Any and all notices or other communications required or permitted by this Agreement or by law to be delivered to, served upon, or given to either party to this Agreement by the other party shall be in writing and shall be deemed properly delivered, served or given by one of the following methods:

a. Personally delivered to the party to whom it is directed. Service shall be deemed the date of delivery.

b. Delivered by e-mail to a known address of the party to whom it is directed provided the e-mail is accompanied by an acknowledgment of receipt by the other party. Service shall be deemed the date of acknowledgement.

c. Delivery by a reliable overnight delivery service, ex., Federal Express, receipted, addressed to the addressees set forth below the signatories to this Agreement. Service shall be deemed the date of delivery.

d. Delivery by deposit in the United States mail, first class, postage prepaid. Service shall be deemed delivered seventy-two (72) hours after deposit.

23. Entire Agreement. This Agreement, including the Exhibits and any other attachments, represents the entire Agreement between City and Consultant and supersedes all prior negotiations, representations or agreements, either written or oral with respect to the subject matter herein. This Agreement may be amended only by written instrument signed by both City and Consultant.

24. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

25. [Reserved]

26. Severability. In the event any term or provision of this Agreement is declared to be invalid or illegal for any reason, this Agreement will remain in full force and effect and will be interpreted as though such invalid or illegal provision were not a part of this Agreement. The remaining provisions will be construed to preserve the intent and purpose of this Agreement and the parties will negotiate in good faith to modify any invalidated provisions to preserve each party's anticipated benefits.

27. Applicable Law and Interpretation and Venue. This Agreement shall be interpreted in accordance with the laws of the State of California. The language of all parts of this Agreement shall, in all cases, be construed as a whole, according to its fair meaning, and not strictly for or against either party. This Agreement is entered into by City and Consultant in the County of Fresno, California. Consultant shall perform the Services required under this Agreement in the County of Fresno, California.

28. Amendments and Waiver. This Agreement shall not be modified or amended in any way, and no provision shall be waived, except in writing signed by the parties hereto. No waiver of any provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any such waiver constitute a continuing or subsequent waiver of the same provision. Failure of either party to enforce any provision of this Agreement shall not constitute a waiver of the right to compel enforcement of the remaining provisions of this Agreement.

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

30. Execution in Counterparts. This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy or an original, with all signatures appended together, shall be deemed a fully executed Agreement.

31. Alternative Dispute Resolution. If a dispute arises out of or relating to this Agreement, or the alleged breach thereof, and if said dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by non-binding mediation before resorting to litigation. The mediator shall be mutually selected by the parties, but in case of disagreement, the mediator shall be selected by lot from among two nominations provided by each party. All costs and fees required by the mediator shall be split equally by the parties, otherwise each party shall bear its own costs of mediation. If mediation fails to resolve the dispute within thirty (30) days, either party may pursue litigation to resolve the dispute.

Demand for mediation shall be in writing and delivered to the other party to this Agreement. A demand for mediation shall be made within reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for mediation be made after the date when institution of legal or equitable proceedings based on such a claim, dispute or other matter in question would be barred by California statutes of limitations.

32. Non-Discrimination. Consultant shall not discriminate based on any protected class under federal or State law in the provision of the Services or with respect to any Consultant employees or applicants for employment. Consultant shall ensure that any subcontractors are bound to this provision. A protected class includes, but is not necessarily limited to race, color, national origin, ancestry, religion, age, sex, sexual orientation, marital status, and disability.

Now, therefore, the City and Consultant have executed this Agreement on the date(s) set forth below.

CONSULTANT

CITY OF FOWLER

By: Fausto Hinojosa  
Fausto Hinojosa, Audit Partner

By: \_\_\_\_\_  
Wilma Quan, City Manager

Date: March 29, 2021

Date: \_\_\_\_\_

Party Identification and Contact Information:

**Consultant**  
Price Paige & Company  
Attn: Fausto Hinojosa  
Audit Partner  
570 N. Magnolia  
Clovis, CA 93612  
[fausto@ppepas.com](mailto:fausto@ppepas.com)  
(559) 299-9540

**City of Fowler**  
Attn: Wilma Quan  
City Manager  
128 S. 5th Street  
Fowler, CA 93625  
[wquan@ci.fowler.ca.us](mailto:wquan@ci.fowler.ca.us)  
(559) 834-3113

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**EXHIBIT A**  
**CONSULTANT PROPOSAL**



PRICE PAIGE & COMPANY  
Accountancy Corporation

The Place to Be

March 3, 2021

Ms. Wilma Quan,  
City Manager  
City of Fowler  
128 S. 5<sup>th</sup> St.  
Fowler, CA 93625

Dear Ms. Quan:

This letter confirms the engagement of Price Paige & Company by the City of Fowler (the "City") as of and for the year ended June 30, 2019.

The professional consulting services we currently expect to provide include the following:

- 1) We will assist the City in the year-end close of its financial records by performing reconciliations of balance sheet and income statement balances, as deemed necessary, in preparation of the City's June 30, 2019 audit, and function as a liaison with the City's external auditors for any areas in which we assist.
- 2) We will prepare all journal entries necessary for the City to convert its financial statements from the modified accrual to full accrual basis of accounting.
- 3) We will prepare the City's bank reconciliations for all months in the fiscal year ended June 30, 2019.
- 4) We will provide the City with additional consultation as agreed-upon with City management. The scope, timing and extent of the additional consultation will be discussed prior to the commencement of any work.

All workpapers or other documents used by us during this engagement will be maintained in segregated files, and such originals and all copies will be returned to you upon the completion of our engagement.

You agree to oversee all nonaudit services as they relate to Measure C and Transportation Development Act activity and account balances by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

570 N. Magnolia Avenue, Suite 100  
Clovis, CA 93611

tel 559.299.9540  
fax 559.299.2344

### **Electronic Data Communication and Storage and Use of Third-Party Service Provider**

In the interest of facilitating our services to the City, we may communicate by facsimile transmission, send data over the Internet, store electronic data via computer software applications hosted remotely on the Internet, or allow access to data through third-party vendors' secured portals or clouds. Electronic data that is confidential to the City may be transmitted or stored using these methods. We may use third-party service providers to store or transmit this data, such as providers of tax return preparation and document management software. In using these data communication and storage methods, our firm employs measures designed to maintain data security. We use reasonable efforts to keep such communications and data access secure in accordance with our obligations under applicable laws and professional standards. We also require all of our third-party vendors to do the same.

You recognize and accept that we have no control over the unauthorized interception or breach of any communications or data once it has been sent or has been subject to unauthorized access, notwithstanding all reasonable security measures employed by us or our third-party vendors, and consent to our use of these electronic devices and applications and submission of confidential client information to third-party service providers during this engagement.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

### **Engagement Administration, Fees and Other**

We will schedule the engagement based in part on deadlines, working conditions, and the availability of your key personnel. We will plan the engagement based on the assumption that your personnel will cooperate and provide assistance by performing tasks such as retrieving supporting documents and schedules, as requested by us. If, for whatever reason, your personnel are unavailable to provide the necessary assistance in a timely manner, it may substantially increase the work we have to do to complete the engagement within the established deadlines, resulting in an increase in fees over our original fee estimate.

It is our policy to keep records related to this engagement for a minimum of seven years after the report release date.

Our fee for the accounting consultation to assist the City in providing the above services will be \$80,000 for the year ended June 30, 2019, which is based on expected hours required to perform the service at our standard hourly rates. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your consulting engagement. Our billing rates are reviewed annually and, where appropriate, adjusted for any increases due to inflation and other factors. We will issue a monthly billing statement for the work completed in that month. Payments for services are due when rendered and interim billings may be submitted as work progresses and expenses are incurred. Our fee estimate is based on anticipated cooperation from your personnel and assumption that unexpected circumstances will not be encountered during the services listed. If significant time is necessary, we will discuss it with you before we incur additional costs. The fees for these services will be billed at the hourly billing rate for the individual involved, plus out-of-pocket expenses.

All work will be suspended if your account becomes 90 days past due. No work will be resumed until your account is fully paid. You acknowledge and agree that in the event we stop work or withdraw from this engagement as a result of your failure to pay on a timely basis for services rendered as required by this engagement letter, we shall not be liable for any damages that occur as a result of our ceasing to render services. Client and accountant both agree that any dispute over fees charged by the accountant to the client will be submitted for resolution by arbitration in accordance with the Rules for Professional Accounting and Related Services Disputes of the American Arbitration Association. Such arbitration shall

be binding and final. IN AGREEING TO ARBITRATION, WE BOTH ACKNOWLEDGE THAT, IN THE EVENT OF A DISPUTE OVER FEES CHARGED BY THE ACCOUNTANT, EACH OF US IS GIVING UP THE RIGHT TO HAVE THE DISPUTE DECIDED IN A COURT OF LAW BEFORE A JUDGE OR JURY AND INSTEAD WE ARE ACCEPTING THE USE OF ARBITRATION FOR RESOLUTION.

If information becomes known that would make our continued involvement in this engagement inappropriate, or parties involved change, we reserve the right to withdraw from this engagement. In addition, we will refuse to perform any requested act that we deem a violation of law, public policy, or our professional ethical standards, and may, as a result, withdraw from the engagement without penalty.

In no event will our firm be liable for incidental or consequential damages resulting from our performance on this engagement, even if we have been advised of the possibility of such damages.

If these terms are in accordance with your understanding and meet with your approval, please return a signed copy via email or regular mail at your earliest convenience. This agreement will become effective when you return the signed copy to us.

If the need for additional services arises, our agreement with you will need to be revised. It is customary for us to describe these revisions in an addendum to this letter.

Sincerely,



Fausto Hinojosa, CPA CFE  
Price Paige & Company

-----

RESPONSE:

This letter correctly sets forth the understanding of the City of Fowler, California.

---

*Management Signature*

*Title*

*Date*

## **EXHIBIT B**

### **INSURANCE REQUIREMENTS**

Prior to commencement of the Services, Consultant shall take out and maintain at its own expense the insurance coverage required by this **Exhibit B**. Consultant shall cause any subcontractor with whom Consultant contracts for the performance of Services pursuant to this Agreement to take out and maintain equivalent insurance coverage. Said insurance shall be maintained at all times during Consultant's performance of Services under this Agreement, and for any additional period specified herein. All insurance shall be placed with insurance companies that are licensed and admitted to conduct business in the State of California and are rated at a minimum with an "A:VII" by A.M. Best Company, unless otherwise acceptable to the City.

a. Minimum Limits of Insurance. Consultant shall maintain the following types of insurance with limits no less than specified:

(i) Professional Liability Insurance (Errors and Omissions) in an amount not less than \$1,000,000.00 per occurrence or claim and \$1,000,000 in the aggregate. Said insurance shall be maintained for an additional period of five years following the earlier of completion of Consultant's Services under this Agreement or termination of this Agreement.

(ii) General Liability Insurance (including operations, products and completed operations coverages) in an amount not less than \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this Agreement or the general aggregate limit shall be twice the required occurrence limit.

(iii) Worker's Compensation Insurance as required by the State of California.

(iv) Automobile Liability Insurance in an amount not less than \$1,000,000 per accident for bodily injury and property damage.

(v) Umbrella or Excess Liability. In the event Consultant purchases an Umbrella or Excess insurance policy(ies) to meet the "Minimum Limits of Insurance," this insurance policy(ies) shall "follow form" and afford no less coverage than the primary insurance policy(ies). In addition, such Umbrella or Excess insurance policy(ies) shall also apply on a primary and non-contributory basis for the benefit of the City, its officers, officials, employees, agents and volunteers.

If Consultant maintains higher limits than the minimums shown above, the City shall be entitled to coverage at the higher limits maintained.

b. Other Insurance Provisions. The general liability policy is to contain, or be endorsed to contain, the following provisions:

(i) For any claims related to the Services performed pursuant to this Agreement, the Consultant's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

(ii) Each insurance policy required by this section shall be endorsed to state that the City shall receive written notice at least thirty (30) days prior to the cancellation, non-renewal, or material modification of the coverages required herein.

(iii) Consultant grants to the City a waiver of any right to subrogation which any insurer of said Consultant may acquire against the City by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

(iv) Any deductibles or self-insured retentions must be declared to and approved by the City of Fowler. The City may require the Consultant to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

c. Evidence of Coverage. Consultant shall deliver to City written evidence of the above insurance coverages, including the required endorsements prior to commencing Services under this Agreement; and the production of such written evidence shall be an express condition precedent, notwithstanding anything to the contrary in this Agreement, to Consultant's right to be paid any compensation under this Agreement. City's failure, at any time, to object to Consultant's failure to provide the specified insurance or written evidence thereof (either as to the type or amount of such insurance), shall not be deemed a waiver of City's right to insist upon such insurance later.

d. Maintenance of Insurance. If Consultant fails to furnish and maintain the insurance required by this section, City may (but is not required to) purchase such insurance on behalf of Consultant, and the Consultant shall pay the cost thereof to City upon demand, and City shall furnish Consultant with any information needed to obtain such insurance. Moreover, at its discretion, City may pay for such insurance with funds otherwise due Consultant under this Agreement.

e. Subcontractors. If the Consultant should subcontract all or any portion of the work to be performed in this Agreement, the Consultant shall cover the subcontractor, and/or require each subcontractor to adhere to all the requirements contained herein. Similarly, any cancellation, lapse, reduction or change of subcontractor's insurance shall have the same impact as described above.

f. Special Risks or Circumstances. The City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

g. Indemnity and Defense. Except as otherwise expressly provided, the insurance requirements in this section shall not in any way limit, in either scope or amount, the indemnity and defense obligations separately owed by Consultant to City under this Agreement.

## BUDGET AMENDMENT RESOLUTION 2497

The City Council of the City of Fowler does hereby amend the 2020-2021 Budget as follows:

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### SECTION I – ADDITIONS

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Account Number	Account Description	Amount
100 – 6030 - 5220		\$ 60,000.00
500 – 5000 – 5220		20,000.00
Total		\$ 80,000.00

**Purpose:** To contract for accounting services from Price Paige & Company to complete the staff audit requirements for the FY 2018-19.

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### SECTION II – SOURCE OF FUNDING

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Account Number	Account Description	Amount
100 General Fund		\$ 60,000.00
500 Water Fund		20,000.00
Total		\$ 80,000.00

**Impact:** The accounting services will result in completing the FY 2018-19 annual audit earlier at a continuous fast pace. This will provide the audited statements required by the City's current debt disclosure compliance requirements and future debt requirements.

REVIEWED:

X

Carlos Sanchez  
Finance Director

X

Wima Quan  
City Manager

The foregoing resolution was approved by the City Council of the City of Fowler on  
TBD, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

X

---

David Cardenas  
Mayor

ATTEST:

X

---

Anqela Vasquez  
Deputy City Clerk



CITY OF FOWLER  
WARRANTS LIST  
April 6, 2021

<u>ACCOUNTS PAYABLE CHECKS</u>	<u>CHECK NUMBERS</u>	<u>CHECK DATES</u>	<u>AMOUNT</u>
Regular checks	37629-37689	March 19 thru March 30	\$ 177,874.80
TOTAL ACCOUNTS PAYABLE CHECKS			\$ 177,874.80
<u>PAYROLL COSTS</u>			
Second March Bi-Monthly Payroll		March 31, 2021	91,146.13
TOTAL PAYROLL COSTS			\$ 91,146.13
TOTAL CASH DISBURSEMENTS			\$ 269,020.93

**NOTE:**

Check #37683-#37684      Void check carry over to check #37685

**ITEM**

**7A**

SUPERION  
DATE: 03/30/2021  
TIME: 13:06:36

CITY OF FOWLER  
CHECK REGISTER - DISBURSEMENT FUND

PAGE NUMBER: 1  
ACCTPA21

SELECTION CRITERIA: transact.check\_no between '37629' and '37689'  
ACCOUNTING PERIOD: 9/21

FUND - 100 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DEPT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1001	37629	03/19/21	14306	ACCOUNTTEMPS	5000	SERVICES	0.00	227.63
1001	37629	03/19/21	14306	ACCOUNTTEMPS	6030	SERVICES	0.00	682.88
TOTAL CHECK							0.00	910.51
1001	37630	03/19/21	10007	ALERT-O-LITE, INC	6200	SUPPLIES	0.00	33.45
1001	37630	03/19/21	10007	ALERT-O-LITE, INC	208	PATIO HEATER	0.00	1,468.46
TOTAL CHECK							0.00	1,501.91
1001	37631	03/19/21	14328	ANNA'S RESTAURANT	208	SENIOR MEALS	0.00	480.00
1001	37632	03/19/21	11379	A-PLUZ ONE CARPET STEAME	6020	CARPET CLEANING	0.00	275.00
1001	37633	03/19/21	12205	AVERY ASSOCIATES	6020	SERVICES	0.00	1,709.57
1001	37634	03/19/21	14330	B&P PEST PROS	6020	SERVICES	0.00	90.00
1001	37634	03/19/21	14330	B&P PEST PROS	6700	SERVICES	0.00	95.00
TOTAL CHECK							0.00	185.00
1001	37635	03/19/21	10026	BCT CONSULTING	6120	SERVICES	0.00	225.00
1001	37635	03/19/21	10026	BCT CONSULTING	5000	SERVICES	0.00	300.00
1001	37635	03/19/21	10026	BCT CONSULTING	6020	SERVICES	0.00	375.00
1001	37635	03/19/21	10026	BCT CONSULTING	6030	SERVICES	0.00	600.00
TOTAL CHECK							0.00	1,500.00
1001	37636	03/19/21	10024	BSK LABORATORIES	5000	SERVICES	0.00	26.00
1001	37636	03/19/21	10024	BSK LABORATORIES	5000	SERVICES	0.00	156.00
1001	37636	03/19/21	10024	BSK LABORATORIES	5000	SERVICES	0.00	230.00
TOTAL CHECK							0.00	412.00
1001	37637	03/19/21	14131	CENTRAL VALLEY SWEEPING,	2250	REPLACE CHK #37277	0.00	2,550.00
1001	37637	03/19/21	14131	CENTRAL VALLEY SWEEPING,	2250	STREET SWEEPING	0.00	2,750.00
TOTAL CHECK							0.00	5,300.00
1001	37638	03/19/21	11970	CENTRAL VALLEY TOXICOLOG	6120	SERVICES	0.00	38.00
1001	37638	03/19/21	11970	CENTRAL VALLEY TOXICOLOG	6120	SERVICES	0.00	215.00
TOTAL CHECK							0.00	253.00
1001	37639	03/19/21	12300	COOKS COMMUNICATIONS	6130	GRAPHICS	0.00	889.81
1001	37639	03/19/21	12300	COOKS COMMUNICATIONS	6130	GRAPHICS	0.00	974.26
1001	37639	03/19/21	12300	COOKS COMMUNICATIONS	6130	GRAPHICS	0.00	1,221.52
TOTAL CHECK							0.00	3,085.59
1001	37640	03/19/21	14429	CORE & MAIN	6200	SUPPLIES	0.00	368.47
1001	37640	03/19/21	14429	CORE & MAIN	6200	SUPPLIES	0.00	539.88
TOTAL CHECK							0.00	908.35
1001	37641	03/19/21	12582	DARLEY	6130	ELECTRODES	0.00	387.92
1001	37642	03/19/21	14188	DATA TICKET	6120	SERVICES	0.00	74.00
1001	37643	03/19/21	14430	FLAVIO MENDOZA	6200	STMP GRNDNG 5TH	0.00	275.00
1001	37643	03/19/21	14430	FLAVIO MENDOZA	6200	STMP GRNDNG FWLR RNCH	0.00	750.00

SUPERION  
DATE: 03/30/2021  
TIME: 13:06:36

CITY OF FOWLER  
CHECK REGISTER - DISBURSEMENT FUND

PAGE NUMBER: 2  
ACCTPA21

SELECTION CRITERIA: transact.check\_no between '37629' and '37689'  
ACCOUNTING PERIOD: 9/21

FUND - 100 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DEPT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1001	37643	03/19/21	14430	FLAVIO MENDOZA	6200	STMP GRNDNG FWLR RNCH	0.00	750.00
TOTAL CHECK							0.00	1,775.00
1001	37644	03/19/21	14397	FOWLER DONUTS	208	SENIOR MEALS	0.00	305.50
1001	37645	03/19/21	12567	FRESNO MOBILE RADIO INC	5000	SERVICES	0.00	240.00
1001	37646	03/19/21	14431	GRAYBAR	6200	STREET LIGHT SUPPLIES	0.00	368.24
1001	37647	03/19/21	11862	YVONNE HERNANDEZ	208	MILEAGE	0.00	86.25
1001	37648	03/19/21	11018	HOME DEPOT CREDIT SERVIC	6200	SUPPLIES	0.00	125.69
1001	37648	03/19/21	11018	HOME DEPOT CREDIT SERVIC	6200	SUPPLIES	0.00	825.22
TOTAL CHECK							0.00	950.91
1001	37649	03/19/21	11142	JOCYS RESTAURANT	208	SENIOR MEALS	0.00	496.00
1001	37649	03/19/21	11142	JOCYS RESTAURANT	208	SENIOR MEALS	0.00	504.00
TOTAL CHECK							0.00	1,000.00
1001	37650	03/19/21	10153	J'S COMMUNICATIONS, INC	6120	RADIO CHARGER	0.00	331.48
1001	37650	03/19/21	10153	J'S COMMUNICATIONS, INC	6120	MIC	0.00	414.62
TOTAL CHECK							0.00	746.10
1001	37651	03/19/21	12076	KEY DESIGN LOCKSMITHING	6200	EXTRA KEY	0.00	89.36
1001	37652	03/19/21	10194	LOZANO SMITH	6120	LEGAL SERVICES	0.00	75.00
1001	37653	03/19/21	10201	METRO UNIFORM & ACCESSOR	6130	SUPPLIES	0.00	65.33
1001	37653	03/19/21	10201	METRO UNIFORM & ACCESSOR	6130	SUPPLIES	0.00	119.76
1001	37653	03/19/21	10201	METRO UNIFORM & ACCESSOR	6130	SUPPLIES	0.00	203.67
TOTAL CHECK							0.00	388.76
1001	37654	03/19/21	10885	NELSONS POWER CENTER	6260	BEARINGS	0.00	41.08
1001	37654	03/19/21	10885	NELSONS POWER CENTER	6260	SERVICES	0.00	115.14
TOTAL CHECK							0.00	156.22
1001	37655	03/19/21	12060	PETERS ENGINEERING GROUP	6200	GS BIKE PATH	0.00	1,050.00
1001	37655	03/19/21	12060	PETERS ENGINEERING GROUP	6200	GS BIKE PATH	0.00	1,305.43
TOTAL CHECK							0.00	2,355.43
1001	37656	03/19/21	13354	QUINN CAT	5000	WELL #7	0.00	1,519.25
1001	37657	03/19/21	11179	R G EQUIPMENT	6260	SERVICES	0.00	222.78
1001	37657	03/19/21	11179	R G EQUIPMENT	6260	SERVICES	0.00	383.21
TOTAL CHECK							0.00	605.99
1001	37658	03/19/21	11195	ROBERT V JENSEN INC	6130	FUEL	0.00	49.87
1001	37658	03/19/21	11195	ROBERT V JENSEN INC	6160	FUEL	0.00	65.16
1001	37658	03/19/21	11195	ROBERT V JENSEN INC	6130	FUEL	0.00	73.82
1001	37658	03/19/21	11195	ROBERT V JENSEN INC	5000	FUEL	0.00	79.24
1001	37658	03/19/21	11195	ROBERT V JENSEN INC	5000	FUEL	0.00	81.56
1001	37658	03/19/21	11195	ROBERT V JENSEN INC	6200	FUEL	0.00	85.14

SUPERION  
DATE: 03/30/2021  
TIME: 13:06:36

SELECTION CRITERIA: transact.check\_no between '37629' and '37689'  
ACCOUNTING PERIOD: 9/21

CITY OF FOWLER  
CHECK REGISTER - DISBURSEMENT FUND

PAGE NUMBER: 3  
ACCTPA21

FUND - 100 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DEPT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1001	37658	03/19/21	11195	ROBERT V JENSEN INC	6260	FUEL	0.00	105.29
1001	37658	03/19/21	11195	ROBERT V JENSEN INC	6200	FUEL	0.00	142.83
1001	37658	03/19/21	11195	ROBERT V JENSEN INC	6260	FUEL	0.00	144.61
1001	37658	03/19/21	11195	ROBERT V JENSEN INC	6200	FUEL	0.00	145.88
1001	37658	03/19/21	11195	ROBERT V JENSEN INC	6260	FUEL	0.00	160.39
1001	37658	03/19/21	11195	ROBERT V JENSEN INC	5000	FUEL	0.00	161.75
1001	37658	03/19/21	11195	ROBERT V JENSEN INC	6200	FUEL	0.00	207.60
1001	37658	03/19/21	11195	ROBERT V JENSEN INC	6200	FUEL	0.00	237.98
1001	37658	03/19/21	11195	ROBERT V JENSEN INC	5000	FUEL	0.00	525.05
TOTAL CHECK							0.00	2,266.17
1001	37659	03/19/21	10518	SIGNMAX!	6200	SUPPLIES	0.00	220.27
1001	37660	03/19/21	12443	SIMPLOT GROWER SOLUTIONS	6260	ROUND UP	0.00	1,095.11
1001	37661	03/19/21	13355	SITE ONE	6260	FERTILIZER	0.00	420.35
1001	37662	03/19/21	10763	SUNBELT RENTALS	6200	MANLIFT RENTAL	0.00	1,422.93
1001	37663	03/19/21	13543	UNIFIRST CORPORATION	6020	SUPPLIES	0.00	41.96
1001	37663	03/19/21	13543	UNIFIRST CORPORATION	6020	SUPPLIES	0.00	41.96
1001	37663	03/19/21	13543	UNIFIRST CORPORATION	6130	SUPPLIES	0.00	66.26
1001	37663	03/19/21	13543	UNIFIRST CORPORATION	6130	SUPPLIES	0.00	66.26
1001	37663	03/19/21	13543	UNIFIRST CORPORATION	6130	SUPPLIES	0.00	67.25
1001	37663	03/19/21	13543	UNIFIRST CORPORATION	6260	SUPPLIES	0.00	174.27
1001	37663	03/19/21	13543	UNIFIRST CORPORATION	6260	SUPPLIES	0.00	176.88
1001	37663	03/19/21	13543	UNIFIRST CORPORATION	6260	SUPPLIES	0.00	189.21
TOTAL CHECK							0.00	866.01
1001	37664	03/19/21	13521	UNITY IT	6120	SERVICES	0.00	39.99
1001	37665	03/19/21	10725	VERIZON WIRELESS	5000	SERVICES	0.00	304.52
1001	37666	03/19/21	14432	ZUMWALT CONSTRUCTION	500	HYDRANT REFUND	0.00	977.76
1001	37667	03/24/21	10026	BCT CONSULTING	6030	DELL VIDEO CARD	0.00	87.13
1001	37667	03/24/21	10026	BCT CONSULTING	6120	SERVICES	0.00	179.53
1001	37667	03/24/21	10026	BCT CONSULTING	6120	SERVICES	0.00	180.75
1001	37667	03/24/21	10026	BCT CONSULTING	5000	SERVICES	0.00	225.00
1001	37667	03/24/21	10026	BCT CONSULTING	5000	SERVICES	0.00	239.37
1001	37667	03/24/21	10026	BCT CONSULTING	5000	SERVICES	0.00	241.00
1001	37667	03/24/21	10026	BCT CONSULTING	5000	SERVICES	0.00	299.21
1001	37667	03/24/21	10026	BCT CONSULTING	5000	SERVICES	0.00	300.00
1001	37667	03/24/21	10026	BCT CONSULTING	6020	SERVICES	0.00	301.25
1001	37667	03/24/21	10026	BCT CONSULTING	6030	SERVICES	0.00	375.00
1001	37667	03/24/21	10026	BCT CONSULTING	6030	SERVICES	0.00	478.74
1001	37667	03/24/21	10026	BCT CONSULTING	6030	SERVICES	0.00	482.00
1001	37667	03/24/21	10026	BCT CONSULTING	6030	SERVICES	0.00	600.00
TOTAL CHECK							0.00	3,988.98
1001	37668	03/24/21	14397	FOWLER DONUTS	208	SENIOR MEALS	0.00	304.50

SUPERION  
DATE: 03/30/2021  
TIME: 13:06:36

CITY OF FOWLER  
CHECK REGISTER - DISBURSEMENT FUND

PAGE NUMBER: 4  
ACCTPA21

SELECTION CRITERIA: transact.check\_no between '37629' and '37689'  
ACCOUNTING PERIOD: 9/21

FUND - 100 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DEPT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1001	37669	03/24/21	11142	JOCYS RESTAURANT	208	SENIOR MEALS	0.00	496.00
1001	37671	03/24/21	11862	YVONNE HERNANDEZ	6700	MILEAGE	0.00	98.32
1001	37672	03/24/21	14243	FOWLER ACE HARDWARE	6120	SUPPLIES	0.00	7.80
1001	37672	03/24/21	14243	FOWLER ACE HARDWARE	6120	SMALL TOOLS	0.00	22.86
TOTAL CHECK								30.66
1001	37673	03/24/21	14245	FOWLER ACE HARDWARE	6200	SUPPLIES	0.00	3.91
1001	37673	03/24/21	14245	FOWLER ACE HARDWARE	6200	SUPPLIES	0.00	5.43
1001	37673	03/24/21	14245	FOWLER ACE HARDWARE	6200	SUPPLIES	0.00	5.86
1001	37673	03/24/21	14245	FOWLER ACE HARDWARE	6200	SUPPLIES	0.00	7.18
1001	37673	03/24/21	14245	FOWLER ACE HARDWARE	6200	SUPPLIES	0.00	11.21
1001	37673	03/24/21	14245	FOWLER ACE HARDWARE	6200	FINANCE CHARGE	0.00	12.99
1001	37673	03/24/21	14245	FOWLER ACE HARDWARE	6200	SUPPLIES	0.00	14.16
1001	37673	03/24/21	14245	FOWLER ACE HARDWARE	6200	SUPPLIES	0.00	15.25
1001	37673	03/24/21	14245	FOWLER ACE HARDWARE	6200	SUPPLIES	0.00	17.43
1001	37673	03/24/21	14245	FOWLER ACE HARDWARE	6200	SUPPLIES	0.00	22.09
1001	37673	03/24/21	14245	FOWLER ACE HARDWARE	6200	SUPPLIES	0.00	32.67
TOTAL CHECK								148.18
1001	37674	03/24/21	14246	FOWLER ACE HARDWARE	6020	FINANCE CHARGE	0.00	2.53
1001	37674	03/24/21	14246	FOWLER ACE HARDWARE	6020	SUPPLIES	0.00	9.24
1001	37674	03/24/21	14246	FOWLER ACE HARDWARE	6020	SUPPLIES	0.00	14.14
1001	37674	03/24/21	14246	FOWLER ACE HARDWARE	6020	SUPPLIES	0.00	23.40
1001	37674	03/24/21	14246	FOWLER ACE HARDWARE	6020	SUPPLIES	0.00	32.22
1001	37674	03/24/21	14246	FOWLER ACE HARDWARE	6020	SUPPLIES	0.00	151.60
TOTAL CHECK								233.13
1001	37675	03/24/21	14247	FOWLER ACE HARDWARE	5000	SUPPLIES	0.00	2.60
1001	37675	03/24/21	14247	FOWLER ACE HARDWARE	5000	SUPPLIES	0.00	2.64
1001	37675	03/24/21	14247	FOWLER ACE HARDWARE	5000	SUPPLIES	0.00	3.04
1001	37675	03/24/21	14247	FOWLER ACE HARDWARE	5000	FINANCE CHARGES	0.00	3.49
1001	37675	03/24/21	14247	FOWLER ACE HARDWARE	5000	SUPPLIES	0.00	3.92
1001	37675	03/24/21	14247	FOWLER ACE HARDWARE	5000	SUPPLIES	0.00	4.89
1001	37675	03/24/21	14247	FOWLER ACE HARDWARE	5000	SUPPLIES	0.00	6.09
1001	37675	03/24/21	14247	FOWLER ACE HARDWARE	5000	SUPPLIES	0.00	6.41
1001	37675	03/24/21	14247	FOWLER ACE HARDWARE	5000	SUPPLIES	0.00	12.18
1001	37675	03/24/21	14247	FOWLER ACE HARDWARE	5000	SUPPLIES	0.00	14.36
1001	37675	03/24/21	14247	FOWLER ACE HARDWARE	5000	SUPPLIES	0.00	17.70
1001	37675	03/24/21	14247	FOWLER ACE HARDWARE	5000	SUPPLIES	0.00	19.60
1001	37675	03/24/21	14247	FOWLER ACE HARDWARE	5000	SUPPLIES	0.00	27.21
1001	37675	03/24/21	14247	FOWLER ACE HARDWARE	5000	SUPPLIES	0.00	30.48
1001	37675	03/24/21	14247	FOWLER ACE HARDWARE	5000	SUPPLIES	0.00	76.27
TOTAL CHECK								230.88
1001	37676	03/24/21	14248	FOWLER ACE HARDWARE	6130	FINANCE CHARGES	0.00	3.90
1001	37676	03/24/21	14248	FOWLER ACE HARDWARE	6130	SUPPLIES	0.00	7.07
1001	37676	03/24/21	14248	FOWLER ACE HARDWARE	6130	SUPPLIES	0.00	11.97
1001	37676	03/24/21	14248	FOWLER ACE HARDWARE	6130	SUPPLIES	0.00	18.51
1001	37676	03/24/21	14248	FOWLER ACE HARDWARE	6130	SUPPLIES	0.00	52.29

SUPERIOR  
DATE: 03/30/2021  
TIME: 13:06:36

CITY OF FOWLER  
CHECK REGISTER - DISBURSEMENT FUND

PAGE NUMBER: 5  
ACCTPA21

SELECTION CRITERIA: transact.check\_no between '37629' and '37689'  
ACCOUNTING PERIOD: 9/21

FUND - 100 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DEPT	-----DESCRIPTION-----	SALES TAX	AMOUNT
TOTAL CHECK							0.00	93.74
1001	37677	03/24/21	14249	FOWLER ACE HARDWARE	6260	FINANCE CHARGES	0.00	4.73
1001	37677	03/24/21	14249	FOWLER ACE HARDWARE	6260	SUPPLIES	0.00	7.07
1001	37677	03/24/21	14249	FOWLER ACE HARDWARE	6260	SUPPLIES	0.00	10.89
TOTAL CHECK							0.00	22.69
1001	37678	03/30/21	14306	ACCOUNTTEMPS	5000	JDAVIS	0.00	296.00
1001	37678	03/30/21	14306	ACCOUNTTEMPS	6030	JDAVIS	0.00	888.00
TOTAL CHECK							0.00	1,184.00
1001	37679	03/30/21	14328	ANNA'S RESTAURANT	6700	SENIOR MEALS	0.00	480.00
1001	37680	03/30/21	12285	ATT	6120	WIRELESS SERVICES	0.00	314.47
1001	37681	03/30/21	10026	BCT CONSULTING	6120	COMPUTER SUPPORT	0.00	225.00
1001	37681	03/30/21	10026	BCT CONSULTING	5000	COMPUTER SUPPORT	0.00	300.00
1001	37681	03/30/21	10026	BCT CONSULTING	6020	COMPUTER SUPPORT	0.00	375.00
1001	37681	03/30/21	10026	BCT CONSULTING	6030	COMPUTER SUPPORT	0.00	600.00
TOTAL CHECK							0.00	1,500.00
1001	37682	03/30/21	10194	LOZANO SMITH	6060	SERVICES	0.00	61.50
1001	37682	03/30/21	10194	LOZANO SMITH	6060	SERVICES	0.00	61.50
1001	37682	03/30/21	10194	LOZANO SMITH	6060	SERVICES	0.00	80.00
1001	37682	03/30/21	10194	LOZANO SMITH	100	SERVICES	0.00	82.00
1001	37682	03/30/21	10194	LOZANO SMITH	6060	SERVICES	0.00	287.00
1001	37682	03/30/21	10194	LOZANO SMITH	6060	SERVICES	0.00	410.00
1001	37682	03/30/21	10194	LOZANO SMITH	6060	SERVICES	0.00	471.50
1001	37682	03/30/21	10194	LOZANO SMITH	6060	SERVICES	0.00	574.00
1001	37682	03/30/21	10194	LOZANO SMITH	6060	SERVICES	0.00	1,004.70
1001	37682	03/30/21	10194	LOZANO SMITH	6060	SERVICES	0.00	2,033.58
1001	37682	03/30/21	10194	LOZANO SMITH	6060	SERVICES	0.00	4,194.50
1001	37682	03/30/21	10194	LOZANO SMITH	6060	SERVICES	0.00	4,562.61
1001	37682	03/30/21	10194	LOZANO SMITH	6060	SERVICES	0.00	5,883.50
TOTAL CHECK							0.00	19,726.39
1001	37685	03/30/21	12060	PETERS ENGINEERING GROUP	6150	FUSD	0.00	55.00
1001	37685	03/30/21	12060	PETERS ENGINEERING GROUP	6150	TRACT 6259	0.00	86.38
1001	37685	03/30/21	12060	PETERS ENGINEERING GROUP	6150	TRACT 5834	0.00	110.00
1001	37685	03/30/21	12060	PETERS ENGINEERING GROUP	6150	TRACT 6027	0.00	120.00
1001	37685	03/30/21	12060	PETERS ENGINEERING GROUP	6150	MARBELLA	0.00	120.00
1001	37685	03/30/21	12060	PETERS ENGINEERING GROUP	6150	TTM 6188	0.00	135.00
1001	37685	03/30/21	12060	PETERS ENGINEERING GROUP	100	MAXCO	0.00	165.00
1001	37685	03/30/21	12060	PETERS ENGINEERING GROUP	6150	TTM 6188	0.00	180.00
1001	37685	03/30/21	12060	PETERS ENGINEERING GROUP	100	MAXCO	0.00	220.00
1001	37685	03/30/21	12060	PETERS ENGINEERING GROUP	6150	TTM 5952	0.00	240.00
1001	37685	03/30/21	12060	PETERS ENGINEERING GROUP	6150	TRACT 6188	0.00	257.40
1001	37685	03/30/21	12060	PETERS ENGINEERING GROUP	6150	TCP	0.00	360.00
1001	37685	03/30/21	12060	PETERS ENGINEERING GROUP	6150	CUP 18-04	0.00	396.00
1001	37685	03/30/21	12060	PETERS ENGINEERING GROUP	100	MAXCO	0.00	480.00
1001	37685	03/30/21	12060	PETERS ENGINEERING GROUP	6150	FUSD	0.00	480.00
1001	37685	03/30/21	12060	PETERS ENGINEERING GROUP	6150	MAIN ST	0.00	552.00

SUPERION  
DATE: 03/30/2021  
TIME: 13:06:36

CITY OF FOWLER  
CHECK REGISTER - DISBURSEMENT FUND

PAGE NUMBER: 6  
ACCTPA21

SELECTION CRITERIA: transact.check\_no between '37629' and '37689'  
ACCOUNTING PERIOD: 9/21

FUND - 100 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DEPT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1001	37685	03/30/21	12060	PETERS ENGINEERING GROUP	6150	TTM 6188	0.00	607.50
1001	37685	03/30/21	12060	PETERS ENGINEERING GROUP	6150	STP CYCLE 5 GRANT	0.00	614.00
1001	37685	03/30/21	12060	PETERS ENGINEERING GROUP	6150	CUP 18-04	0.00	801.62
1001	37685	03/30/21	12060	PETERS ENGINEERING GROUP	6150	ENCRCHMT PERMIT	0.00	840.00
1001	37685	03/30/21	12060	PETERS ENGINEERING GROUP	6150	ATP CYCLE 5 GRANT	0.00	960.00
1001	37685	03/30/21	12060	PETERS ENGINEERING GROUP	7100	IMPACT FEE STUDY	0.00	960.00
1001	37685	03/30/21	12060	PETERS ENGINEERING GROUP	7600	WATER SYSTEM MODEL	0.00	980.00
1001	37685	03/30/21	12060	PETERS ENGINEERING GROUP	6150	MAIN ST FM 3RD TO 7TH	0.00	1,000.00
1001	37685	03/30/21	12060	PETERS ENGINEERING GROUP	6150	SERVICES	0.00	1,000.00
1001	37685	03/30/21	12060	PETERS ENGINEERING GROUP	6150	TRACT 6274	0.00	1,309.88
1001	37685	03/30/21	12060	PETERS ENGINEERING GROUP	6150	HEALTH CLINIC	0.00	1,320.00
1001	37685	03/30/21	12060	PETERS ENGINEERING GROUP	6150	G/S CORRIDOR	0.00	1,440.00
1001	37685	03/30/21	12060	PETERS ENGINEERING GROUP	6200	SERVICES	0.00	1,459.50
1001	37685	03/30/21	12060	PETERS ENGINEERING GROUP	6150	ENCRCHMT PERMIT	0.00	1,899.20
1001	37685	03/30/21	12060	PETERS ENGINEERING GROUP	6150	TRACT 6274	0.00	2,295.50
1001	37685	03/30/21	12060	PETERS ENGINEERING GROUP	6150	TTM 6188	0.00	2,429.00
1001	37685	03/30/21	12060	PETERS ENGINEERING GROUP	6150	PENZAK PARK	0.00	2,615.00
1001	37685	03/30/21	12060	PETERS ENGINEERING GROUP	2500	SERVICES	0.00	2,996.20
1001	37685	03/30/21	12060	PETERS ENGINEERING GROUP	6150	ATP CYCLE 5 GRANT	0.00	3,312.00
1001	37685	03/30/21	12060	PETERS ENGINEERING GROUP	6200	G/S CORRIDOR	0.00	3,316.10
1001	37685	03/30/21	12060	PETERS ENGINEERING GROUP	7100	IMPACT FEE STUDY	0.00	3,622.80
1001	37685	03/30/21	12060	PETERS ENGINEERING GROUP	6150	TRACT 6274	0.00	3,960.00
1001	37685	03/30/21	12060	PETERS ENGINEERING GROUP	6150	MAIN ST FM 3RD TO 7TH	0.00	4,015.00
1001	37685	03/30/21	12060	PETERS ENGINEERING GROUP	6150	TRACT 6188	0.00	5,562.40
1001	37685	03/30/21	12060	PETERS ENGINEERING GROUP	6150	PANZAK PARK	0.00	5,758.20
1001	37685	03/30/21	12060	PETERS ENGINEERING GROUP	2500	WATER SYSTEM MODEL	0.00	7,500.00
1001	37685	03/30/21	12060	PETERS ENGINEERING GROUP	7600		0.00	8,825.00
TOTAL	CHECK						0.00	76,475.68
1001	37686	03/30/21	10238	PIZZA FACTORY	6700	SENIOR MEALS	0.00	2,048.00
1001	37687	03/30/21	13655	PROVOST & PRITCHARD	6150	WOODSIDE TRACT 6274	0.00	91.00
1001	37687	03/30/21	13655	PROVOST & PRITCHARD	6150	NATIONAL 18-01	0.00	130.00
1001	37687	03/30/21	13655	PROVOST & PRITCHARD	100	CUP19-02	0.00	138.00
1001	37687	03/30/21	13655	PROVOST & PRITCHARD	6150	RJ HILL TTM5952	0.00	362.40
1001	37687	03/30/21	13655	PROVOST & PRITCHARD	6150	SPR 20-10	0.00	475.80
1001	37687	03/30/21	13655	PROVOST & PRITCHARD	6150	CUP 20-01	0.00	702.00
1001	37687	03/30/21	13655	PROVOST & PRITCHARD	6150	SPR 20-10	0.00	765.80
1001	37687	03/30/21	13655	PROVOST & PRITCHARD	6150	ADU SPR 20-08	0.00	1,234.90
1001	37687	03/30/21	13655	PROVOST & PRITCHARD	6150	SERVICES	0.00	1,261.00
1001	37687	03/30/21	13655	PROVOST & PRITCHARD	6150	ADU SPR 20-08	0.00	1,381.90
1001	37687	03/30/21	13655	PROVOST & PRITCHARD	6150	CUP 20-01	0.00	1,434.00
1001	37687	03/30/21	13655	PROVOST & PRITCHARD	6150	MARIBELLA	0.00	1,753.50
1001	37687	03/30/21	13655	PROVOST & PRITCHARD	6150	SERVICES	0.00	1,755.60
1001	37687	03/30/21	13655	PROVOST & PRITCHARD	6150	SERVICES	0.00	3,863.20
1001	37687	03/30/21	13655	PROVOST & PRITCHARD	6150	SERVICES	0.00	4,867.60
1001	37687	03/30/21	13655	PROVOST & PRITCHARD	6150	SERVICES	0.00	13,882.60
TOTAL	CHECK						0.00	34,099.30
1001	37688	03/30/21	10251	R & R AUTO REPAIR SHOP	6120	SERVICES	0.00	25.91
1001	37688	03/30/21	10251	R & R AUTO REPAIR SHOP	6120	SERVICES	0.00	348.46

SUPERION  
DATE: 03/30/2021  
TIME: 13:06:36

CITY OF FOWLER  
CHECK REGISTER - DISBURSEMENT FUND

PAGE NUMBER: 7  
ACCTPA21

SELECTION CRITERIA: transact.check\_no between '37629' and '37689'  
ACCOUNTING PERIOD: 9/21

FUND - 100 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DEPT	-----DESCRIPTION-----	SALES TAX	AMOUNT
TOTAL CHECK							0.00	374.37
1001	37689	03/30/21	12935	WESTERN BUILDING MATERIA	6200	REISSUE 036922	0.00	102.54
TOTAL CASH ACCOUNT							0.00	177,209.80
TOTAL FUND							0.00	177,209.80



SUPERION  
DATE: 03/30/2021  
TIME: 13:06:36

PAGE NUMBER: 8  
ACCTPA21

CITY OF FOWLER  
CHECK REGISTER - DISBURSEMENT FUND

SELECTION CRITERIA: transact.check\_no between '37629' and '37689'  
ACCOUNTING PERIOD: 9/21

FUND - 900 - PUBLIC FINANCING AUTH

CASH ACCT	CHECK NO	ISSUE DT	VENDOR NAME	DEPT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1001	37670	03/24/21	10214 NBS	900	ADMIN FEE	0.00	665.00
TOTAL CASH ACCOUNT							665.00
TOTAL FUND							665.00
TOTAL REPORT							177,874.80

**MINUTES OF THE FOWLER CITY COUNCIL  
SPECIAL MEETING  
MARCH 16, 2021**

Mayor Cardenas called the meeting to order at 6:07 p. m. Roll call was taken.

Councilmembers Present: Cardenas, Rodriquez, Kazarian (arrived at 6:08 p.m.), Parra (Via Teleconference)

City Staff Present: City Manager Quan, City Attorney Cross

**PUBLIC PRESENTATIONS**

There were no public presentations.

**CLOSED SESSION**

The meeting adjourned to a closed session at 6:09 p.m. to discuss:

- ♦ Pursuant to Government Code Section 54957 - Public Employee Performance Evaluation  
Title: City Manager

The meeting reconvened to open session at 7:04 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 7:00 p.m.

**MINUTES OF THE FOWLER CITY COUNCIL MEETING  
MARCH 16, 2021**

Mayor Cardenas called the meeting to order at 7:04 p. m. Roll call was taken.

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

City Staff Present: City Manager Quan, City Attorney Cross, Police Chief Alcaraz, Public Works Director Dominguez, Fire Chief Lopez, City Planner Marple, Deputy City Clerk Burrola, and Rebecca Molina

**PUBLIC PRESENTATIONS**

There were no public presentations.

**COMMUNICATIONS**

None.

**STAFF REPORTS**

**Public Meeting to Consider Accepting the 2020 Annual Progress Report for the City of Fowler General Plan and Housing Element**

City Planner Marple reminded the council the annual progress report is due April 1, 2021, in accordance with Government Code Section 65400. Ms. Marple noted the General Plan Update encountered slight delays due to COVID and not able to execute all of the public outreach that was intended in the year 2020, but completed the policy paper for both climate adaptation and environmental justice; and the General Plan Policy Audit Report.

Ms. Marple also highlighted completed 2020 projects which included: annexation of the Woodside Map at Sumner and Sunnyside; approval of Buford Travel Center Project which includes two drive thru restaurants, a sit down restaurant, and a hotel; Three Crowns Industrial Park continues to facilitate their development.

City Planner Marple also mentioned staff continues to work with council, city manager, and EDC to attract businesses to Fowler. General plan update workshops will be held in April and May. Ms. Marple also reported, upon further review the completion of the General Plan and EIR will be November 2022 instead of the initial March 2023.

Ms. Marple also reported that upon further review of the schedule of completion for the General Plan, the initial scheduled completion date was March of 2023. City Planner updated that she is now anticipating the new completion date of the General Plan and the EIR to be November of 2022.

Ms. Marple reviewed the Housing Element and annual progress report, mandated pursuant to the government code. The City of Fowler participated with the Fresno COG in the multijurisdictional housing element that covers the eight year period from 2015 to 2023. Fowler's regional housing needs allocation for the 8 year timeframe is 524 units. Thus far, Fowler is at 55 units and is still in need of 286 units to meet the unit allocation. Ms. Marple recommended the council approve resolution 2493 and accept the annual progress reports for submittal to both the office of planning and research and the housing and community development department.

Ms. Marple answered questions from the dais. Confirming the majority of residential building permits issued in 2020 were from the K. Hovnanian subdivision; Woodside Home and possibly KB Homes will possibly pull permits as well. Ms. Marple did note the concern Fowler is not meeting the low and very low allocations put forth by the state, but she and City Manager Quan have ideas of having partnership conversations with Fresno County Housing Authority or self-help enterprises. The city has until 2023 to meet the aforementioned allocation numbers; then the city would receive new allocation numbers as part of the sixth cycle housing element which can exist throughout the city in various zoning districts. Ms. Marple confirmed the smaller homes being built behind people's homes could be considered low income if they meet the criteria. There is currently one ADU (Accessory Dwelling Units) that has been issued this year and anticipate three more applications coming in soon.

The Mayor opened the floor to public comments on the matter at 7:26 p.m.

With no public comments, the hearing closed at 7:27 p.m.

A motion was made by Councilmember Kazarian to approve Resolution No. 2493, seconded by Councilmember Mejia. The motion carried by roll call vote: Ayes: Kazarian, Mejia, Cardenas, Rodriquez, and Parra. Noes: None. Abstain: None. Absent: None

### **Public Meeting to Authorize the City Manager to Submit an Application for Regional Early Action Planning (REAP) Grant Funds**

City Planner Marple briefed the Council on the Regional Early Action Planning Grant Program (REAP). As part of the 2019/2020 budget act, the state allocated \$125 million to regions for the REAP. Of the \$125 million Fresno COG was giving \$1.1 million; \$900,000 has been set aside for the Fresno COG Housing Planning Grants Program. The grant application was submitted to the COG.

Ms. Marple requested funds in the amount of \$100,000 to facilitate the completion of the general plan to support efficient land use patterns and increase housing opportunities. Funds are also anticipated to be used for a sub-area traffic model pursuant to the vehicle miles traveled analysis and prepare traffic impact analysis guidelines for land use and transportation guidelines. Ms. Marple explained these guidelines will help facilitate the housing element to provide and accommodate additional housing opportunities.

The Mayor opened the public hearing. No public comments.

A motion was made by Mayor Pro Tem Rodriguez to approve Resolution No. 2493, seconded by Councilmember Kazarian. The motion carried by roll call vote: Ayes: Rodriguez, Kazarian, Cardenas, Mejia, and Parra. Noes: None. Abstain: None. Absent: None.

## **CITY ENGINEER'S REPORT**

No report was given.

## **CITY MANAGER'S REPORT**

### **COVID-19 Update**

City Manager Quan said that according to her weekly call with the Fresno County Department of Public Health the City is currently at 977 total positive cases. She mentioned that COVID Vaccines were opened up this week to anybody 16-64 years of age with underlying health conditions. City staff continues to post any vaccination clinics and availability on the city website; if anyone knows of any organizations offering vaccinations out in the community please let us know so that it can be posted on the city website and we can get the word out. Mayor Cardenas mentioned because his place of business is next door to the United Health Center here in Fowler, the center will inform him when they have leftover vaccines available toward the end of the day. Councilmember Kazarian asked Councilmember Parra if he had any guidance as far as the age requirements and Mr. Parra stated that because of the refrigeration issue and the expiration date of the vaccine the leftovers are available to any age, but Moderna has the age limit of 18 and Pfizer's age limit is 16 year old. Mayor Cardenas wanted to conclude with announcing that United Health Center in Fowler would also be having a vaccine clinic tomorrow, March 17 from 10:00 a.m. to 1:00 p.m.

Ms. Quan went on to discuss the American Rescue Plan and Fowler is earmarked to receive 1.278 million dollars. Ms. Quan has been in contact with the league and that money will be allocated to the state and there will be an application process. She went on to explain that there will be two allocations of money given to cities that have a population of less than 50,000 and the city would have to have a spending plan and spend it by December of 2024. Ms. Quan will keep everyone updated on this matter as she doesn't believe they will have the guideline ready any time soon. She continued to explain that the American Rescue Plan is part of the COVID Relief Package that the President signed. It's Ms. Quan's understanding this is very flexible spending so a discussion in the future will have to be had in regards to the allocation of these dollars.

Ms. Quan announced outgoing Deputy City Clerk Corina Burrola's last day will be Friday, March 19. Councilmember's individually thanked her for her outstanding service throughout her years here with the city.

Lastly City Manager Quan reported that she was nominated as the Vice Chair of the COG Policy Advisory Committee for this upcoming year and she is happy to represent the city of Fowler. The council congratulated her.

## **PUBLIC WORKS REPORT**

Public Works Director Dominguez opened his discussion with wanting the council's consensus on reopening the public facility and specifically the city parks and restrooms. Ultimately the decision would be at the discretion of the city. Fresno County Public Health advised him that the city does need to take the necessary precautions and use of proper signage. He mentioned the city does have the ability to sanitize the playground equipment and restrooms at least two times a week or more. Lastly, Mr. Dominguez reported the Panzak Park restroom remodel should be completed this Friday, March 19.

Councilmember Kazarian voiced his opinion of wanting to open up the parks as long as proper protocols are being followed. He added hand sanitizer stations should be made available possibly in the alley public seating area.

Councilmember Mejia asked what the county's requirement were on how often they think the equipment should be sanitized on a weekly basis. City Manager Quan answered that it was up to the discretion of the city based on staff capacity.

Council unanimously agreed after proper signage and sanitizer stations are available that all city parks should reopen after final inspection of the Panzak Park walk through of the remodeled restrooms.

## **FINANCE DIRECTOR'S REPORT**

City Manager Quan reported the job opening for the Finance Director position has been posted. The job posting will close March 26, 2021. She also stated she will have a Finance Item on the upcoming April 6 council meeting.

## **POLICE DEPARTMENT REPORT**

Police Chief Alcaraz explained how based on the 20/21 budget year he was planning on purchasing two patrol vehicles however due to the COVID pandemic he scaled it back to purchasing and outfitting one patrol vehicle. It was brought to his attention that the San Joaquin Valley Air Pollution District had qualified the 2021 Ford Explorer Hybrid as a qualifying vehicle for their clean emission grant. He contacted SJVAPD and they were able to revise our application and submitted the application for two hybrid vehicles and approved them. Mayor Pro-Tem Rodriguez asked how old the patrol cars were that would be getting replaced and Chief Alcaraz said they are from 2007-2011. Councilmember Parra agreed that the extra funding needed for the patrol vehicles should be taken out of Measure N funds. Mayor Cardenas asked if Chief Alcaraz has planned to surplus the two Crown Victoria vehicles when they receive the new cars. Chief mentioned he may surplus them or keep them for his high visibility project, but one he does want to keep as a memento to highlight this historic choice of vehicle in law enforcement.

Public comments opened at 7:58 p.m.

Member of the community, Steve Barela, stated that Measure N should be utilized for the Fire and Police Departments because that is what it is intended for.

The public hearing closed at 8:00 p.m.

A motion was made by Mayor Pro-Tem Rodriguez to approve Resolution No. 2495, amending the 20-21 adopted budget to purchase and outfit an additional police department vehicle, seconded by Councilmember Parra. The motion carried by roll call vote: Ayes: Rodriguez, Parra, Cardenas, Kazarian, Mejia. Noes: None. Abstain: None. Absent: None.

## **FIRE DEPARTMENT REPORT**

No report was given.

## **CITY ATTORNEY'S REPORT**

City Attorney Cross reported that in a future meeting he will need to give a Brown Act update. Councilmember Parra mentioned that Mr. Cross does need to cover AB 1234 because it is required.

## **CONSENT CALENDAR**

The consent calendar consisted of: A) Ratification of Warrants – March 16, 2021; B) Approve Minutes of the City Council Special Meeting – March 16, 2021, and City Council Meeting – March 16, 2021

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

## **COMMITTEE REPORTS**

Mayor Cardenas made a recommendation to appoint Stephanie Mejia to fill the Recreation Commission vacancy. Councilmember Mejia recused himself and stepped out due to conflict of interest. Mayor mentioned they received three applications. Councilmember Kazarian brought up the subject of nepotism and to be mindful of how this could look to the public because Stephanie Mejia is Councilmembers Mejia's wife. Mayor assured Councilmember Kazarian that Mrs. Mejia is more than qualified for the position. City Manager Quan wanted to add that she attended the last Recreation Commission Meeting and said that she was very impressed with Mrs. Mejia's work and volunteer involvement and thought she added a lot to the commission. Ms. Quan also confirmed with City Attorney Cross that the Recreation Commissioners do not receive a stipend and they are truly a volunteer. Mayor also brought up that Mrs. Mejia works for Sun-Maid as the event coordinator and very experienced in planning events and would be very beneficial to the Recreation Commission. Councilmember Parra added that she is creative, organized, and has done great work with the community. Mayor wrapped up the discussion by asking if the members of

the council accepted his recommendation to appoint Stephanie Mejia to the Recreation Commission.

Mayor Pro-Tem made a motion to approve the appointment of Stephanie Mejia to the Recreation Commission, seconded by Councilmember Parra. The motion carried by roll call vote: Ayes: Rodriquez, Parra, Cardenas, Kazarian. Noes: None. Abstain: Mejia. Absent: None

Councilmember Kazarian reported that he has been meeting with EDC staff on economic development in the City of Fowler.

Councilmember Mejia reported they have been working very hard on the city wide Easter Egg Scavenger Hunt coming up. Registration for the event opened in February and they had to close it early because they received over 600 participants sign up. They will continue to work on making it a COVID safe event.

Councilmember Parra reported that he has been working with City Manager Quan to insure the league to make sure there is a plan to distribute the 1.2 million dollars coming to the city.

Mayor Cardenas reported that he had seen a banner on Main Street announcing United Health Center celebrated 50 years of service to the community. He stated he would like to give formal recognition and prepare a resolution for UHC recognize them for excellent service. Councilmember Parra suggested we could recognize Dr. Shankerman who lost his life to COVID. City Manager Quan suggested a proclamation.

## **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 8:26 p.m.



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## STAFF REPORT

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**DATE:** APRIL 6, 2021  
**TO:** MAYOR AND CITY COUNCIL  
**FROM:** DAVID PETERS, CITY ENGINEER  
**RE:** TRACT 6188 FINAL MAP

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### REQUESTED COUNCIL ACTION:

Approve Resolution No. 2497 Approving Final Tract Map No. 6188 and Subdivision Agreement for Tract No. 6188

### DISCUSSION:

The Council previously approved the Final Map and Subdivision Agreement for Tract 6188, a 76-lot subdivision in the northeast corner of the Adams Avenue / Armstrong Avenue intersection at the February 2, 2021 City Council meeting. At that time, the property was owned by Sunshine Raisin Corporation, a California Corporation. Immediately after approval of the Final Map and Subdivision Agreement, but before the Agreement was signed and the Map recorded, the property changed ownership from Sunshine Raisin Corporation to KB Homes South Bay Inc., a California Corporation. The previously approved Final Map signed by the previous owner cannot be recorded. Accordingly, the new owner has signed the new Final Map, which is the same in all respects as the previously approved Final Map signed by the previous owner, and substantially complies with the Tentative Map.

KB Homes has been involved in the development of the Final Map, improvement plans, and compliance with conditions of approval leading up to the approval of the previous Final Map. KB Homes has submitted bonds and insurance certificates related to the project as required by the Subdivision Agreement. The approval of the Final Map (again) is needed simply because the ownership of the property changed before the previous Final Map was recorded.

Following approval of the Resolution by the City, the City Engineer shall deliver the Final Map and Subdivision Agreement to the Fresno County Recorder for recordation.

### Attachments:

1. Resolution No. 2497
2. Subdivision Agreement
3. Final Map Tract 6188

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FOWLER APPROVING FINAL TRACT MAP NO. 6188 AND ACCEPTING STREET DEDICATIONS AND EASEMENTS, AND APPROVING SUBDIVISION AGREEMENT FOR TRACT NO. 6188**

WHEREAS, KB Homes South Bay Inc., a California Corporation, the Owner and Subdivider, has presented to the City Council of the City of Fowler, a Final Map of Tract No. 6188 for approval by the City Council; and

WHEREAS, the City Engineer has verified that all 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

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 has determined it is 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 public improvements and other conditions of approval of Tentative Tract Map No. 6188 remain unfinished, and a Subdivision Agreement for Tract No. 6188 has been signed by the Owner and Subdivider which addresses the requirements for the timely completion of the public improvements and other conditions of approval.

NOW THEREFORE, BE IT RESOLVED that the Final Map of Tract No. 6188 is approved and the dedication of the streets and easements offered for dedication as shown on Final Tract Map 6188 is accepted, and the Subdivision Agreement for Tract No. 6188 is approved; and the Mayor, City Manager, City Engineer, and City Clerk are authorized and directed to sign such documents as necessary and proper to effectuate the approvals herein and recordation of the Final Map and Subdivision Agreement.

Dated: April 6, 2021

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David Cardenas, Mayor

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I, Angela Vasquez, 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 April 6, 2021 by the following vote:

Ayes:	Councilmembers:
Noes:	Councilmembers:
Absent:	Councilmembers:
Abstain:	Councilmembers:

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Angela Vasquez, 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 KB Home South Bay Inc., 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

KB Home South Bay Inc, a California Corporation, it's Vice President

*Zach Gomes*

By: \_\_\_\_\_  
Wilma Quan

By: \_\_\_\_\_  
*[Signature]*

APPROVED AS TO CONTENT:

ATTEST:

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

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

**LEGAL DESCRIPTION**

THE SEVERAL LOTS OF TRACT NO. 6188, MARSHALL ESTATES, CITY OF FOWLER, COUNTY OF FRESNO, STATE OF CALIFORNIA, SURVEYED AND PLATTED IN APRIL 2017.

**TENTATIVE SUBDIVISION MAP**

**TRACT NO. 6188**

**MARSHALL ESTATES**

**CITY OF FOWLER, COUNTY OF FRESNO, STATE OF CALIFORNIA**

**SURVEYED AND PLATTED IN APRIL 2017**

**GENERAL INFORMATION**

1. MAP NO. 6188, MAP 151-207  
2. PREPARED BY: J. J. HARRIS, MAP 151-207  
3. DATE: 10/10/17  
4. SCALE: 1" = 40' (AS SHOWN)  
5. TOTAL AREA: 10.00 ACRES  
6. TOTAL LOTS: 100  
7. LOT AREA: 100.00 SQ. FT.  
8. LOT WIDTH: 100.00 FT.  
9. LOT DEPTH: 100.00 FT.  
10. LOT AREA: 100.00 SQ. FT.  
11. LOT WIDTH: 100.00 FT.  
12. LOT DEPTH: 100.00 FT.  
13. LOT AREA: 100.00 SQ. FT.  
14. LOT WIDTH: 100.00 FT.  
15. LOT DEPTH: 100.00 FT.  
16. LOT AREA: 100.00 SQ. FT.  
17. LOT WIDTH: 100.00 FT.  
18. LOT DEPTH: 100.00 FT.  
19. LOT AREA: 100.00 SQ. FT.  
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37. LOT AREA: 100.00 SQ. FT.  
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208. LOT AREA: 100.00 SQ. FT.  
209. LOT WIDTH: 100.00 FT.  
210. LOT DE

## 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.

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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 )

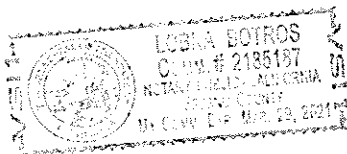
On 03/11/2021 before me, Lobna Botros - Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared Zachary Ray Gomis  
Name(s) of Signer(s)

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

[Signature]  
Signature of Notary Public

Place Notary Seal Above

## OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document Subdivision Agreement Document Date: 03/11/2021  
Title or Type of Document:  
Number of Pages: 13 Signer(s) Other Than Named Above:

### Capacity(ies) Claimed by Signer(s)

Signer's Name: \_\_\_\_\_  
☐ Corporate Officer — Title(s): \_\_\_\_\_  
☐ Partner — ☐ Limited ☐ General  
☐ Individual ☐ Attorney in Fact  
☐ Trustee ☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_  
☐ Corporate Officer — Title(s): \_\_\_\_\_  
☐ Partner — ☐ Limited ☐ General  
☐ Individual ☐ Attorney in Fact  
☐ Trustee ☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_



IN THE CITY OF FOWLER,  
COUNTY OF FRESNO, STATE OF CALIFORNIA  
SURVEYED AND PLATTED IN NOVEMBER 2018,  
BY GATEWAY ENGINEERING, INC.  
CONSISTING OF 4 SHEETS  
SHEET 1 OF 4

THE UNDERSIGNED, BEING ALL PARTIES HAVING ANY RECORD TITLE INTEREST IN THE LAND WITHIN THIS SUBDIVISION, HEREBY CONSENT TO THE PREPARATION AND RECORDATION OF THIS MAP AND OFFER FOR DEDICATION FOR PUBLIC USE THE PARCELS OF LAND AND EASEMENTS SPECIFIED ON SAID MAP AS INTENDED FOR PUBLIC USE FOR THE PURPOSES SPECIFIED THEREIN.

BY: ZACH COMES, VICE PRESIDENT

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.

[illegible]

WITNESS MY HAND  
SIGNATURE  
COUNTY OF  
COMMISSION NUMBER

NAME  
MY COMMISSION EXPIRES

I HEREBY CERTIFY THAT THE COUNCIL OF THE CITY OF FOWLER, BY RESOLUTION NO. 10, DATED \_\_\_\_\_, ACCEPTED ON BEHALF OF THE PUBLIC, ALL PARCELS OF LAND, SITUATED IN \_\_\_\_\_ STREET, ALLEY, PIEDS-TERRIER PARKWAYS AND EASEMENTS, SUBJECT TO IMPROVEMENTS, OFFERED FOR DEDICATION FOR PUBLIC USE IN CONFORMITY WITH THE TERMS OF THE OFFER OF DEDICATION, AND IN CONFORMITY WITH THE ABANDONMENT OF THOSE PUBLIC EASEMENTS FOR STORM DRAIN PURPOSES AS SHOWN ON THE MAP.

JENNIE DAVIS, CITY CLERK DATE:

I, SENNAIDA ZAVALA, SECRETARY OF THE PLANNING COMMISSION OF THE CITY OF FOWLER, DO HEREBY CERTIFY THAT I HAVE EXAMINED THIS MAP, THAT THE SUBDIVISION SHOWN HEREON CONFORMS TO AND IS IN SUBSTANTIAL COMPLIANCE WITH THE APPROVED TENTATIVE TRACT MAP AND THE CITY OF FOWLER ORDINANCES. THE CITY OF FOWLER HAS NO OBJECTION TO THIS MAP BEING USED FOR THE PURPOSES OF THE CITY OF FOWLER. THIS FINAL TRACT MAP IS IN AGREEMENT WITH THE ADOPTED GENERAL PLAN FOR THE CITY OF FOWLER.

SECRETARY TO THE PLANNING COMMISSION DATE:

THIS MAP PROVIDES NOTICE TO EACH PURCHASER THAT THERE ARE PRE-EXISTING AGRICULTURAL OPERATIONS ON ADJACENT OR NEIGHBORING PARCELS, AND THAT THESE AGRICULTURAL OPERATIONS MAY EMIT NOISE, DUST, ODOR, AND MAY OCCASIONALLY USE FERTILIZERS, PESTICIDES AND HERBICIDES IN THE NORMAL PURSUIT OF AGRICULTURAL OPERATIONS. PURCHASERS OF RESIDENTS OF THIS SUBDIVISION SHALL NOT HAVE THE RIGHT TO LODGE COMPLAINTS FOR DUST, NOISE, ODOR, OR OTHER DESCRIPTIONS ASSOCIATED SO LONG AS THOSE OPERATIONS ARE CONDUCTED IN ACCORDANCE WITH THE REGULATIONS, RULES AND ORDINANCES OF THE CITY OF SAN JUAN COUNTY OF CALIFORNIA, AND THE UNITED STATES OF AMERICA.

THE LAND DESCRIBED HEREIN IS SITUATED IN THE CITY OF FOWLER, COUNTY OF FRESNO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

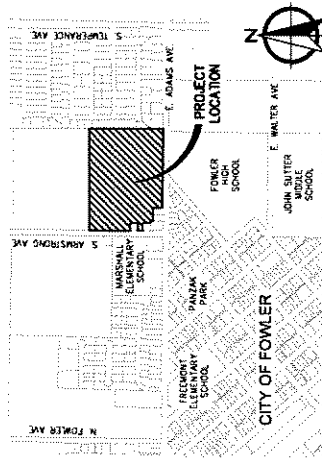
PARCEL 2 OF PARCEL MAP NO. 86-1, ACCORDING TO THE MAP THEREOF RECORDED IN BOOK 46 PAGE 70 OF PARCEL MAPS, FRESNO COUNTY RECORDS.

A SOILS REPORT FOR THIS TRACT WAS PREPARED BY KRAZAN & ASSOCIATES, INC. REPORT NO. 012-19120, SCHED BY DAVID R. JAROSZ, II, R.C.E. NO. 60185 AND R.C.E. NO. 2898, DATED AUGUST 12, 2019 AND HAS BEEN PLACED ON FILE WITH THE CITY OF FOWLER.

THE SUBDIVISION TRACT IS AFFECTED BY AN AGREEMENT WITH THE CITY OF FOWLER RECORDED  
AS DOCUMENT NO. \_\_\_\_\_ OFFICIAL RECORDS OF FRESNO  
COUNTY.

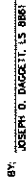
DOCUMENT NO. \_\_\_\_\_ FILED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2021,  
AT \_\_\_\_\_ IN BOOK \_\_\_\_\_ OF PLATS, AT PAGE(S) \_\_\_\_\_  
AT THE REQUEST OF PLACER TITLE COMPANY.

BY:



THE SURVEY FOR THIS MAP WAS MADE BY ME OR UNDER MY DIRECTION AND IS TRUE AND COMPLETE AS SHOWN. THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED, OR THEY WILL BE SET IN THOSE POSITIONS ON OR BEFORE ONE YEAR OF THE DATE THIS MAP IS RECORDED, OR ANY TIME EXTENSION APPROVED BY THE CITY ENGINEER. THE MONUMENTS ARE OR WILL BE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION, AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF UNDAWAY ARJULIAN ON NOVEMBER 2018. I HEREBY STATE THAT ALL THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED OR THAT THEY WILL BE SET IN THOSE POSITIONS WITHIN A YEAR OF RECOGNITION OF THIS MAP, AND THAT THE MONUMENTS ARE, OR WILL BE, SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED, AND THAT THIS MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP.



4. DAVID PETERS, CITY ENGINEER OF THE CITY OF FOWLER, HEREBY STATE THAT I HAVE CAREFULLY EXAMINED THIS MAP, THAT THE SUBDIVISION AS SHOWN IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP AND ANY APPROVED ALTERATIONS THEREOF, THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCES APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH, AND THAT I AM SATISFIED THAT THE MAP IS TECHNICALLY CORRECT, PURSUANT TO THE PROVISIONS OF THE SUBDIVISION MAP ACT.

DAVID M. PETERS, P.E. 52685  
EXP. 12/31/2020  
CITY ENGINEER

DATE:

I, STEVEN F. RAY, CITY SURVEYOR OF THE CITY OF FOWLER, HEREBY STATE THAT I HAVE CAREFULLY EXAMINED THIS MAP, AND THAT I AM SATISFIED THAT THE MAP IS TECHNICALLY CORRECT, PURSUANT TO THE PROVISIONS OF THE SUBDIVISION MAP ACT.

STEVEN F. RAY, P.L.S. B047  
CITY SURVEYOR

DATE:



SUBDIVISION MAP OF  
**TRACT NO. 6188**  
MARSHALL ESTATES

IN THE CITY OF FOWLER,  
COUNTY OF FRESNO, STATE OF CALIFORNIA  
SURVEYED AND PLATTED IN NOVEMBER 2018,  
BY GATEWAY ENGINEERING, INC.  
CONSISTING OF 4 SHEETS  
SHEET 2 OF 4

SEE SHEET 4 FOR LINE,  
CURVE AND RADIAL TABLES

**BASIS OF BEARINGS**

THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SECTION 10, TOWNSHIP 15 SOUTH, RANGE 21 EAST MOUNT DIABLO BASE AND MERIDIAN TAKEN TO BE NORTH 89° 23' 00" EAST ACCORDING TO THE MAP OF TRACT NO. 2977, ARRONIAN ESTATES, NO. 4 RECORDED IN BOOK 33 OF PLATS AT PAGE 30, FRESNO COUNTY RECORDS.

**LEGEND**

- MONUMENT FOUND AND ACCEPTED AS DESCRIBED, UNLESS OTHERWISE NOTED.
- (---) RECORD DATA PER PARCEL MAP NO. 88-1, RECORDED IN BOOK 46 OF PARCEL MAPS AT PAGE 70, F.C.R.
- CALCD CALCULATED VALUE.
- F.C.R. FRESNO COUNTY RECORDS.
- BLUE BORDER INDICATES LIMITS OF THIS SUBDIVISION
- INDICATES REINFORCEMENT OF DIRECT ACCESS RIGHTS

**THIS PROPERTY IS SUBJECT TO THE FOLLOWING:**

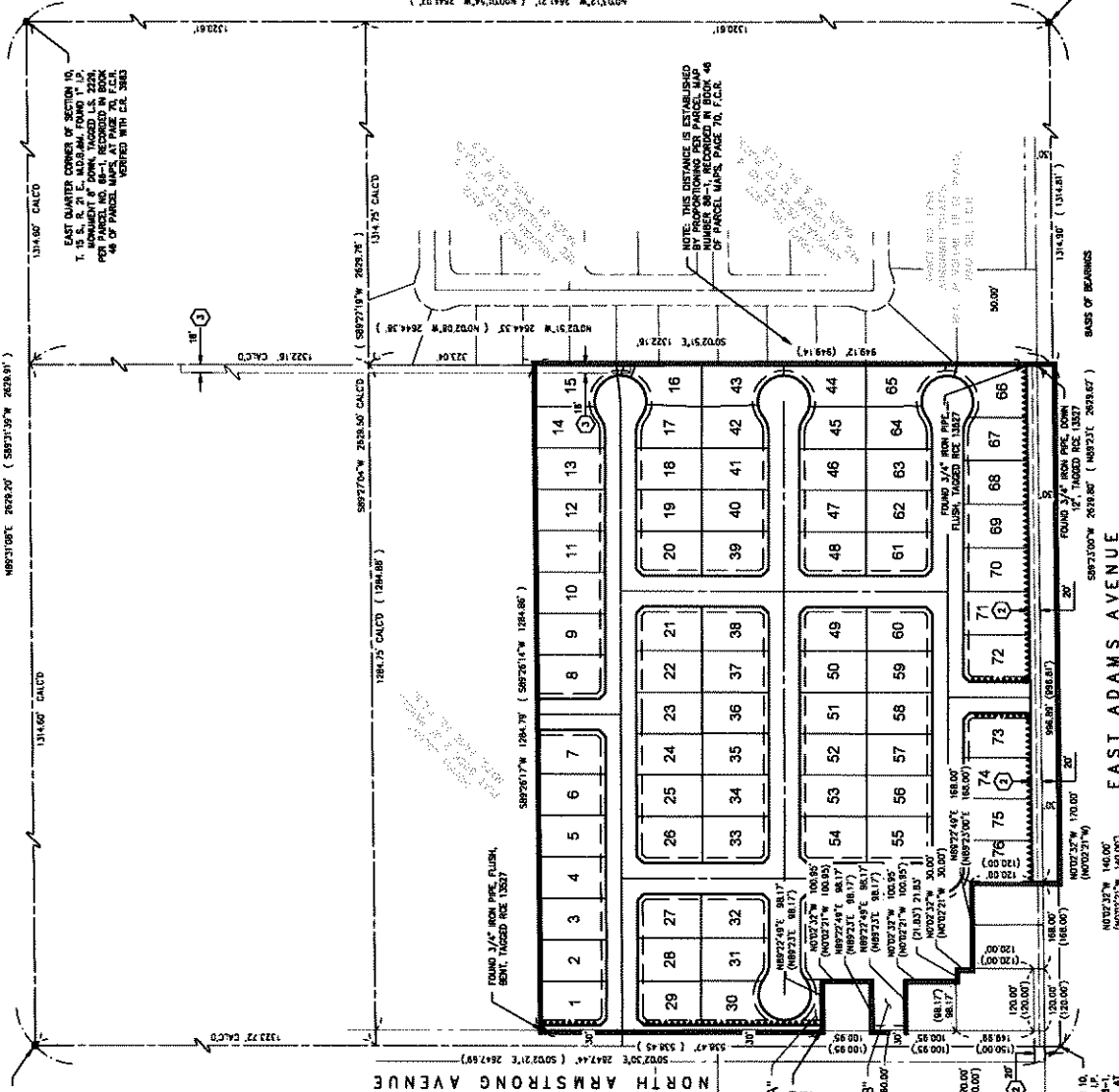
- DETERMINATIONS AS SET FORTH AND SHOWN ON THE OFFICIAL MAP OF PARCELS, MAP NO. 88-1 RECORDED IN BOOK 46, PAGE 70, F.C.R., AFFECTS STREET PURPOSES. AN EASEMENT AFFECTS SOUTHERLY 20 FEET, AN EASEMENT AFFECTS SUBJECT PROPERTY, PLATTED.
- AN EASEMENT OVER SAID LAND FOR STREET AND HIGHWAY PURPOSES AND INCIDENTAL PURPOSES, AS GRANTED TO CITY OF FOWLER, IN DEED RECORDED IN BOOK 46 OF PARCEL MAPS, AT PAGE 70, F.C.R., AFFECTS SUBJECT PROPERTY, PLATTED.
- AN EASEMENT OVER SAID LAND FOR PUBLIC UTILITIES AND INCIDENTAL PURPOSES, AS GRANTED TO CITY OF FOWLER, IN DEED RECORDED IN BOOK 46 OF PARCEL MAPS, AT PAGE 70, F.C.R., AFFECTS SUBJECT PROPERTY, PLATTED.

\*THIS EASEMENT IS TO VACATE BY THIS MAP.



SOUTHEAST CORNER OF SECTION 10,  
T. 15 S., R. 21 E., M.D.M. & M. FOUND 1" I.P.  
MON. 12" DIA. FOR PARCEL MAP NO. 88-1, RECORDED IN  
BOOK 46 OF PARCEL MAPS, AT PAGE 70,  
F.C.R. NOTED WITH C.L. 80.0

EAST CLAYTON AVENUE  
N89°31'08"E 2679.20' (58973.97" 2679.91')



CENTER QUARTER CORNER OF SECTION 10,  
T. 15 S., R. 21 E., M.D.M. & M. FOUND 1" I.P.  
MON. 12" DIA. FOR PARCEL MAP NO. 88-1, RECORDED IN  
BOOK 46 OF PARCEL MAPS, AT PAGE 70, F.C.R.  
TABLE SW OF 1/4 AND 21 IN POWER POLE  
30.12' SE OF 1/4 AND 21 IN POWER POLE  
88.77' SW OF 1/4 AND 21 IN POWER POLE  
RECORD OF THE SOUTHWEST CORNER

SOUTH QUARTER CORNER OF SECTION 10,  
T. 15 S., R. 21 E., M.D.M. & M. FOUND 1" I.P.  
MON. 12" DIA. FOR PARCEL MAP NO. 88-1, RECORDED IN  
BOOK 46 OF PARCEL MAPS, AT PAGE 70,  
F.C.R. NOTED WITH C.L. 80.0

# SUBDIVISION MAP OF TRACT NO. 6188 MARSHALL ESTATES

IN THE CITY OF FOWLER,  
COUNTY OF FRESNO, STATE OF CALIFORNIA  
SURVEYED AND PLATTED IN NOVEMBER 2018,  
BY GATEWAY ENGINEERING, INC.  
CONSISTING OF 4 SHEETS  
SHEET 3 OF 4

SEE SHEET 4 FOR LINE,  
CURVE AND RADIAL TABLES

30' STORM DRAIN  
EASEMENT  
NOW OFFERED FOR DEDICATION

## LEGEND

- MONUMENT FOUND AND ACCEPTED AS DESCRIBED, UNLESS OTHERWISE NOTED.
- (---) RECORD DATA PER RECORD OF SURVEY RECORDED IN BOOK 25 OF RECORD OF SURVEYS AT PAGES 44 AND 45, F.C.R.
- F.C.R. FRESNO COUNTY RECORDS.
- BLUE BORDER INDICATES LIMITS OF THIS SUBDIVISION
- INDICATES RELINQUISHMENT OF DIRECT ACCESS RIGHTS
- AN EASEMENT OVER SMOKE LAND FOR STREET AND HIGHWAY PURPOSES AND INCIDENTAL PURPOSES, AS GRANTED TO THE CITY OF FOWLER, IN DEED RECORDED IN BOOK 25 OF RECORD OF SURVEYS AT PAGES 44 AND 45, F.C.R. AFFECTS SUBJECT PROPERTY PLATTED SET MAP.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN  
EASEMENT FOR PUBLIC PURPOSES.

PUE PUBLIC UTILITY EASEMENT NOW OFFERED FOR DEDICATION FOR PUBLIC STREET AND UTILITY PURPOSES.

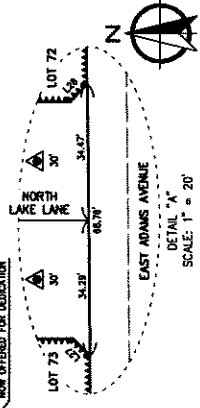
THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED IN FEE  
FOR PUBLIC PURPOSES.

DEED LOT 1 AND 2 ARE DEDICATED IN FEE TO THE CITY OF FOWLER FOR  
PARK PURPOSES SUBJECT TO CITY ACCEPTANCE OF DEVELOPER INSTALLED  
REQUIRED IMPROVEMENTS.

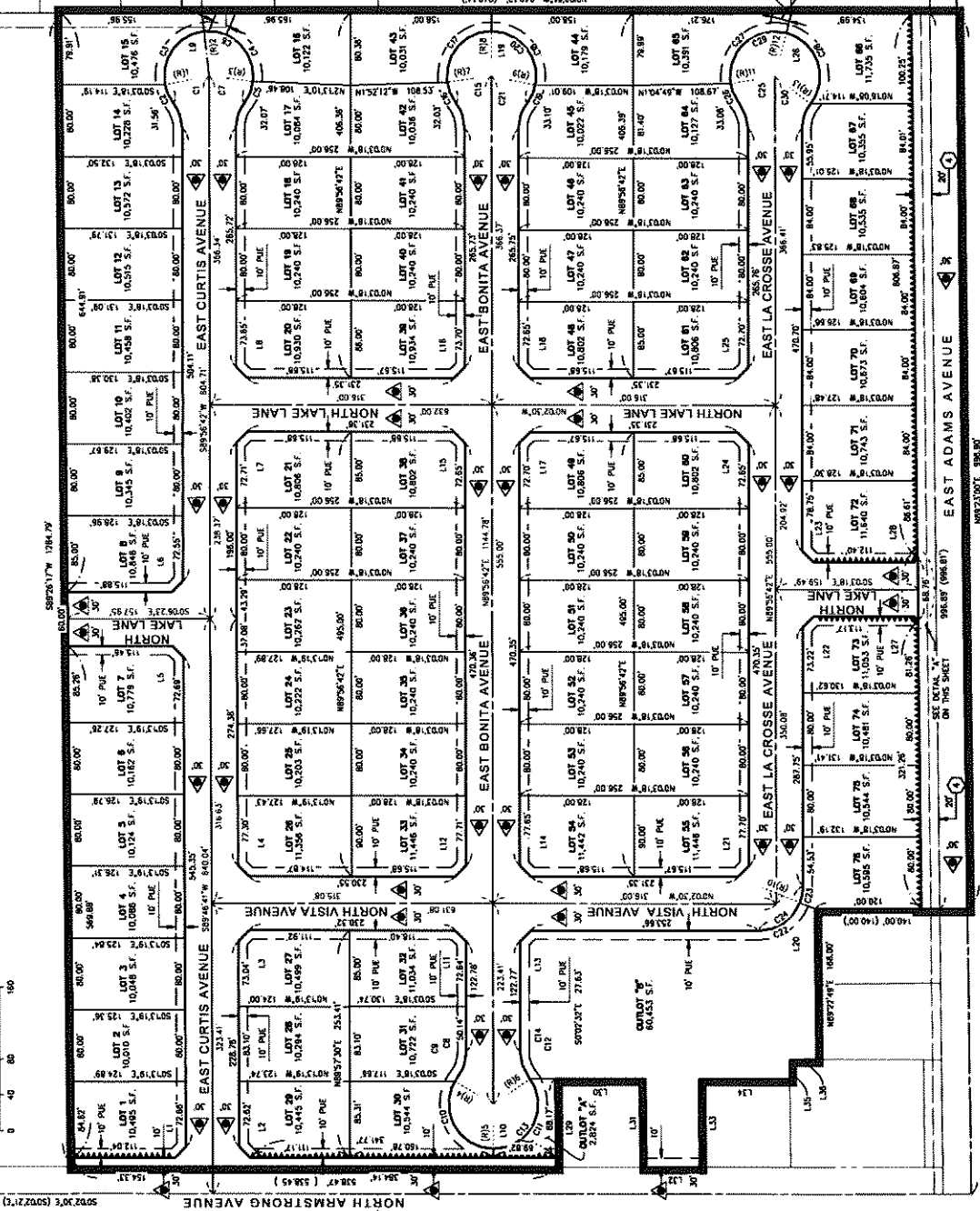
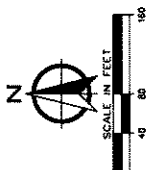
## NOTES

- SET 3/4" X 3/4" IRON PIPE DOWN 0.5' TAGGED "T.S. 8881". AT ALL LOT CORNERS, BLOCK CORNERS, EASEMENT POINTS AND CURVE POINTS.
- FRONT LOT CORNERS ADJACENT TO PUBLIC STREET HIGHWAY ARE MONUMENTED AS WITNESS CORNERS AND ARE MARKED BY A BRASS TAG AND NAIL TAGGED L.S. 8881 IN TOP OF CURB AT PROLONGATION OF PROPERTY LINE. SEE SHEET 4 FOR DETAIL.
- REAR LOT CORNERS ADJACENT TO PUBLIC STREETS ARE MONUMENTED AS WITNESS CORNERS AND ARE MARKED BY A 3/4" X 3/4" IRON PIPE, DOWN 0.5', TAGGED "T.S. 8881". SEE SHEET 4 FOR DETAIL.
- ALL CURVES ARE TANGENTIAL UNLESS A RADIAL BEARING IS SHOWN.

30' PUBLIC UTILITY EASEMENT  
NOW OFFERED FOR DEDICATION



SCALE: 1" = 20'

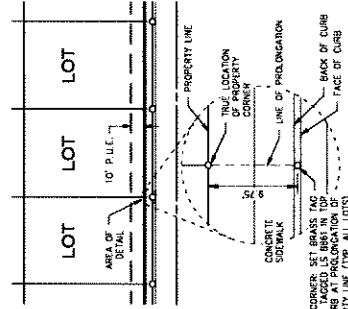


SUBDIVISION MAP OF  
**TRACT NO. 6188**  
 MARSHALL ESTATES  
 IN THE CITY OF FOWLER,  
 COUNTY OF FRESNO, STATE OF CALIFORNIA  
 SURVEYED AND PLATTED IN NOVEMBER 2018,  
 BY GATEWAY ENGINEERING, INC.  
 CONSISTING OF 4 SHEETS  
 SHEET 4 OF 4

CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
C1	28.74'	43.00'	37° 51' 48"
C2	23.10'	50.00'	28° 28' 02"
C3	82.83'	50.00'	94° 54' 41"
C4	80.38'	50.00'	102° 27' 44"
C5	28.89'	50.00'	36° 53' 11"
C6	22.18'	50.00'	255° 43' 38"
C7	28.74'	43.00'	37° 51' 48"
C8	28.74'	43.00'	37° 51' 48"
C9	8.46'	50.00'	7° 24' 20"
C10	105.12'	50.00'	152° 27' 38"
C11	108.44'	50.00'	154° 18' 04"
C12	3.14'	50.00'	3° 35' 45"
C13	22.18'	50.00'	255° 43' 38"
C14	28.74'	43.00'	37° 51' 48"
C15	28.74'	43.00'	37° 51' 48"

RADIAL TABLE	
LINE #	DIRECTION
(00)	S17° 27' 08"E
(01)	N85° 27' 30"E
(02)	N89° 55' 18"E
(03)	N39° 24' 17"E
(04)	N89° 58' 42"E
(05)	S34° 18' 22"E
(06)	S87° 58' 08"E
(07)	N89° 58' 42"E
(08)	N17° 28' 30"E
(09)	N87° 58' 22"E
(10)	S94° 17' 22"E
(11)	S75° 26' 11"E
(12)	N37° 48' 31"E

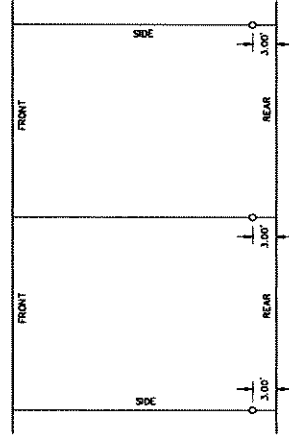
LINE TABLE		
LINE #	LENGTH	DIRECTION
L1	17.44'	N45° 07' 54"W
L2	17.43'	N44° 57' 08"E
L3	17.43'	N45° 07' 54"W
L4	17.43'	N45° 07' 54"W
L5	17.43'	N45° 07' 54"W
L6	17.43'	N45° 07' 54"W
L7	17.43'	N45° 07' 54"W
L8	17.43'	N45° 07' 54"W
L9	17.43'	N45° 07' 54"W
L10	17.43'	N45° 07' 54"W
L11	17.43'	N45° 07' 54"W
L12	17.43'	N45° 07' 54"W
L13	17.43'	N45° 07' 54"W
L14	17.43'	N45° 07' 54"W
L15	17.43'	N45° 07' 54"W
L16	17.43'	N45° 07' 54"W
L17	17.43'	N45° 07' 54"W
L18	17.43'	N45° 07' 54"W



WITNESS CORNER SET BRASS AND ANGLE TO INDICATE TRUE LOCATION OF CURB AT PROLONGATION OF PROPERTY LINE (TYP. ALL LOTS)

WITNESS CORNER DETAIL FOR FRONT YARDS

NO SCALE



O INDICATES SET 3/4" X 30" IRON PIPE, DOWN 0.6", TAPPED PLUS 0.881".

WITNESS CORNER DETAIL FOR REAR YARDS

NO SCALE



**TO:** City of Fowler City Council

**FROM:** Dawn E. Marple, Planning Consultant

**DATE:** April 6, 2021

**SUBJECT:** Public Meeting to Authorize the City Manager to Submit a Revised Application for Regional Early Action Planning (REAP) Grant Funds

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### **I. Recommendation**

Staff recommends the City Council adopt Resolution No. 2498 authorizing the City Manager to submit a grant application to the Fresno Council of Governments (Fresno COG) requesting \$125,000 for Regional Early Action Planning Grant Program (REAP) funds and execute any agreements and documents necessary for the receipt of funds.

### **II. Background & Project Description**

Staff originally presented this item at the March 16, 2021 City Council meeting; however, since that meeting Fresno COG has extended the grant filing deadline to April 16, 2021. In addition to the extension of the deadline staff has received two proposals for the development of the Vehicle Miles Traveled (VMT) sub-area model. Staff had originally estimated this task at \$25,000; however the two proposals came in at \$40,500 and \$49,560, respectively. Therefore, staff is recommending that the REAP grant application be amended to allow for the increase in costs associated with the VMT sub-area model. The authorization from Council on March 16, 2021 was for the submittal of a grant application to Fresno COG in the amount of \$100,000. With the increase in the VMT sub-area model task, staff is revising the grant application to the Fresno COG and requesting City Council to authorize the submittal of a revised grant application in the amount of \$125,000.

The 2019-20 Budget Act allocated \$125 million to regions through the REAP Grant Program. REAP provides one-time grant funding to regional governments for planning activities that will accelerate housing production and facilitate compliance in implementing the sixth cycle of the Regional Housing Needs Allocation. Fresno Council of Governments (Fresno COG) received \$1,114,737.62, of which \$900,000 has been set aside for the Fresno COG Housing Planning Grants Program.

The \$900,000 will be distributed through a competitive regional program to local governments for eligible projects. Funding distribution for the competitive program will depend on the quality and number of applications. However, depending on the number of applications received, it may be a goal of the program that 35 percent of the funds be awarded to small cities (<100,000 population) and the County. Local jurisdictions are limited to three application submissions for this round of funding.

Staff submitted a grant application on Friday, March 5, 2021 to meet the Fresno COG submittal deadline, but will need to re-submit the grant application along with the Council approved



resolution of grant authorization. Fresno COG anticipates a 30 to 60-day review and approval period of the grant, and should approve grant awards in late April 2021. Staff is estimating the General Plan Update to be completed by the Fall of 2023 and would expend the REAP funds in approximately 12 to 16 months from the date of the grant award. The grant funding must be expended by August 1, 2023.

Staff requested funds in the amount of \$100,000 to complete tasks associated with the General Plan Update such as defining and selecting a preferred land use alternative, preparing a sub-area model for vehicle miles traveled (VMT), drafting the general plan elements and establishing traffic impact analysis guidelines for land use and transportation projects.

The grant funds requested will assist in achieving the overall objectives of the General Plan Update by accommodating additional housing opportunities to assist the City in meeting its Regional Housing Needs Allocation (RHNA), addressing Climate Adaptation and Environmental Justice, and streamlining future environmental review through the update of the associated Program Environmental Impact Report (EIR).

### **III. Environmental Review**

The action being considered by the City Council is exempt from the California Environmental Quality Act (CEQA) because it is not a "project" pursuant to 15378(b)(4) because it is a fiscal activity which does not involve any commitment to any specific project which may result in a potentially significant impact on the environment.

Approving a grant application is not a project under The California Environmental Quality Act (Section 21000, et. seq. of the California Public Resources Code, hereafter CEQA) because the action has no potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment.

### **IV. Attachments**

- A. Revised REAP Grant Application
- B. Resolution Number 2498

**Fresno COG  
Housing Planning Grants Program**

**FINAL GUIDELINES AND APPLICATION**

**January 2021**

## PROGRAM GUIDELINES

### I. Background

The 2019-20 Budget Act allocated \$125 million to regions through the Regional Early Action Planning Grant Program (REAP). REAP provides one-time grant funding to regional governments for planning activities that will accelerate housing production and facilitate compliance in implementing the sixth cycle of the Regional Housing Needs Allocation. Fresno Council of Governments (Fresno COG) received \$1,114,737.62, of which \$900,000 has been set aside for the Fresno COG Housing Planning Grants Program.

### II. Program Purpose

Provide competitive grants to local governments for the preparation and adoption of planning documents and process improvements that:

1. Accelerate housing production
2. Facilitate compliance to implement the sixth-cycle Regional Housing Needs Assessment.

### III. Available Funding

Approximately \$900,000 will be distributed through a competitive regional program to local governments for eligible projects. Funding distribution for the competitive program will depend on the quality and number of applications. However, depending on the number of applications received, it may be a goal of the program that 35 percent of the funds be awarded to small cities (<100,000 population) and the County. Local jurisdictions are limited to three application submissions for this round of funding.

### IV. Schedule

Below is the anticipated timeline.

Milestones	Date
<b>Draft Guidelines Released for Review</b>	October 30, 2020 to December 18, 2020
<b>Policy Board adopts guidelines and application packet</b>	January 28, 2021
<b>Applications due</b>	March 5, 2021
<b>Scoring Committee convenes</b>	March 23, 2021
<b>Release staff recommendations</b>	April 2, 2021
<b>Policy Board approves awards</b>	April 22, 2021
<b>Projects must be completed and submitted to FCOG</b>	August 1, 2023

### V. Eligible Applicants

Eligible applicants are limited to local governments of Fresno County (i.e. cities and county).

However, local governments, as the lead applicant, may partner with other forms of governments or entities where the proposal will have a direct effect on land-use or development within the participating



localities. This includes, but is not limited to, partnerships with other localities, housing authorities, school districts, special districts, community-based organizations, or any duly constituted governing body of an Indian Reservation or Rancheria. Applicants must provide a signed letter of commitment from the sub applicant with the application.

#### VI. Eligible Activities

Eligible activities must demonstrate a nexus to increasing housing and accelerating production.

Eligible activities may be part of a larger planning effort (e.g., a comprehensive zoning code update) if proposed activities have not been completed prior to the project start date, are distinct, and demonstrate a nexus to accelerating housing production. Eligible activities are not necessarily jurisdiction-wide and may include a smaller geography with a significant impact on housing production. For example, eligible activities may include a housing development-related project with a significant community level impact or planning or process improvement for a project with an ongoing community impact beyond the project.

Eligible activities may include a variety of planning documents and processes, including, but not limited to, the following as set forth in Health and Safety Code section 50515.03(c):

1. Rezoning and encouraging development by updating planning documents and zoning ordinances, such as General Plans, community plans, specific plans, implementation of sustainable communities' strategies, and local coastal programs;
2. Completing environmental clearance to eliminate the need for project specific review;
3. Establishing housing incentive zones or other area-based housing incentives beyond State Density Bonus Law such as a workforce housing opportunity zone pursuant to Article 10.10 (commencing with Section 65620) of Chapter 3 of Division 1 of Title 7 of the Government Code, or a housing sustainability district pursuant to Chapter 11 (commencing with Section 66200) of Division 1 of Title 7 of the Government Code;
4. Performing infrastructure planning, including for sewers, water systems, transit, roads, or other public facilities necessary to support new housing and new residents;
5. Planning documents to promote development of publicly owned land, such as partnering with other local entities to identify and prepare excess or surplus property for residential development;
6. Revamping local planning processes to speed up housing production;
7. Developing or improving an accessory dwelling unit ordinance in compliance with Section 65852.2 of the Government Code;
8. Planning documents for a smaller geography (less than jurisdiction-wide) with a significant impact on housing production, including an overlay district, project level specific plan, or development standards modifications proposed for significant areas of a locality, such as corridors, downtown or priority growth areas;
9. Rezoning to meet requirements pursuant to Gov. Code Section 65583(c)(1), and other rezoning efforts to comply with Housing Element requirements, including Gov. Code Section 65583.2(c) (AB 1397, Statutes of 2018);
10. Upzoning or other implementation measures to intensify land use patterns in strategic locations, such as close proximity to transit, jobs or other amenities;

11. Rezoning for multifamily housing in high resource areas (according to Tax Credit Allocation Committee/Housing Community Development Opportunity Area Maps);
12. Establishing pre-approved architectural and site plans;
13. Preparing and adopting Housing Elements of the General Plan that include an implementation component to facilitate compliance with the sixth cycle RHNA;
14. Adopting planning documents to coordinate with suballocations under Regional Early Action Planning Grants (REAP) pursuant to Health and Safety Code Section 50515.02(f) that accommodate the development of housing and infrastructure, and accelerate housing production in a way that aligns with state planning priorities, housing, transportation equity and climate goals, including hazard mitigation or climate adaptation;
15. Zoning for by-right supportive housing, pursuant to Gov. Code section 65651 (Chapter 753, Statutes of 2018);
16. Zoning incentives for housing for persons with special needs, including persons with developmental disabilities;
17. Planning documents related to carrying out a local or regional housing trust fund;
18. Environmental hazard assessments; data collection on permit tracking; feasibility studies, site analysis, or other background studies that are ancillary (e.g., less than 15 percent of the total grant amount) and part of a proposed activity with a nexus to accelerating housing production; and
19. Other planning documents or process improvements that demonstrate an increase in housing related planning activities and facilitate accelerating housing production; and
20. Establishing Prohousing Policies pursuant to Gov. Code Section 65589.9(f)(2).

#### VII. Ineligible Activities

1. Activities unrelated to preparation and adoption of planning documents, and process improvements to accelerate housing production and facilitate compliance to implement the sixth cycle of the RHNA;
2. Activities that obstruct or hinder housing production, e.g., moratoriums, downzoning, planning documents with conditional use permits that significantly impact supply, cost, approval certainty and timing, planned development, or other similarly constraining processes; and
3. Project specific planning documents that do not have a significant impact on accelerating housing production or significant community level or reoccurring benefit beyond the project.
4. Fresno COG may consider proposals that are combined with larger proposals that have a positive housing component and the net effect on accelerating housing production is significant. For example, an applicant may propose combining an open-space designation, downzoning, or antidisplacement measures with by-right upzoning that has a significant net gain in housing capacity.

#### VIII. Eligible Uses

1. Grant funds may cover the costs of temporary staffing or consultant needs associated with eligible activities;
2. Grant funds shall be used for the costs of preparing and adopting the proposed activity;

## Fresno COG Housing Planning Grants Program FY 2020-2021

3. A jurisdiction that receives funds under this Program may use a subcontractor. The subcontract shall provide for compliance with all the requirements of the Program. The subcontract shall not relieve the jurisdiction of its responsibilities under the Program;
4. Eligible expenditures may be incurred and expended for the project(s) subject to the terms and conditions of the Agreement; and
5. Only approved and eligible costs incurred for work after February 2021, and completed during the grant term, will be reimbursable.

### IX. Ineligible Uses

1. Program grant funds may not be used for administrative costs of persons employed by the grantee for activities not directly related to the preparation and adoption of the proposed activity;
2. No more than 5 percent of the grant amount may be used for administrative costs for any proposed use, to be approved by Fresno COG upon disbursement; and
3. Approved and eligible costs incurred prior to the application due date are ineligible.

### X. Grant Timeline

Awarded projects can begin as soon as project recommendations are approved by the Fresno COG Policy Board. All work must be completed and submitted to Fresno COG by August 1, 2023. No time extensions will be granted.

### XI. Project Selection Process

A scoring committee will evaluate and score the proposed projects. An agency may submit multiple project applications. Scoring committee representatives cannot score a project submitted by their own agency or organization. The scoring committee will recommend the award amount for each application.

If the program is oversubscribed, projects that are receiving Local Early Action Planning (LEAP) grant funds as well will be prioritized for funding. Any applications not funded during this round may be resubmitted for the next round of funding, which will be available in mid to late-2021.

The selected project(s) will go through Fresno COG Transportation Technical Committee, Policy Advisory Committee and Policy Board for endorsement.

The scoring committee comprises one representative from each of the following entities:

1. Fresno Council of Governments
2. City of Fresno/Clovis
3. Eastside city
4. Westside city
5. County of Fresno

XII. Scoring Criteria

<b>SCORING CRITERIA</b>	
<b>Project Summary</b>	
15 points maximum	Application provides sufficient detail regarding the proposed project, including summary, overall objectives, and major tasks and subtasks and plans for adoption and/or implementation.
<b>Accelerates Housing Production</b>	
20 points maximum	Application describes in detail how the proposed project will accelerate housing production.
<b>Consistency with Sustainable Communities Strategy</b>	
5 points maximum	Application describes how the proposed project is consistent with Fresno COG's 2018 Sustainable Communities Strategy.
<b>Application Completeness</b>	
5 points maximum	Application is complete and provides sufficient detail.
<b>Implementation Capacity</b>	
5 points maximum	Application describes in detail project readiness and implementation capacity within the timeline and budget provided.
<b>50 points maximum</b>	

### XIII. Agreement

Grantees will enter into an Agreement with Fresno COG for distribution of funds. The Agreement will specify, among other things, the amount of funds granted, timeline for expenditure of funds, and the approved use of funds. Expenditure report dates and other requirements will also be identified in the Agreement.

Grantees that request Fresno COG to pay the consultant directly will be required to enter into a three-party agreement between Fresno COG, the grantee, and the consultant.

### XIV. Accounting and Reporting

Fresno COG will monitor work and expenses to ensure the project is completed according to the contracted scope of work and project timeline. Monthly progress reports must be submitted to Fresno COG with detailed invoices for reimbursement or payment. The reports should describe the work that has been completed, a copy of any project deliverables, and an invoice that provides a summary of work completed by task, including staff/consultant hours.

- A. Grant funds cannot be disbursed until the Agreement has been fully executed;
- B. The grantee will be responsible for compiling and submitting all invoices and reporting documents. Grantees will submit for reimbursements or payment directly to the consultant to Fresno COG based on actual cost incurred;
- C. The grantee must bill based on clear deliverables outlined in the Agreement or scope of work. Only approved and eligible costs incurred for work after February 2021 are eligible;
- D. Work must be completed prior to requesting reimbursement/payment;
- E. **Grantees will have three administrative options, which must be identified on the application at the time of submittal:**
  - Option A: Grantee pays the consultant directly and invoices Fresno COG for reimbursement. This option is required for projects that are also utilizing LEAP funds.**
  - Option B: Grantee approves invoices and submits them to Fresno COG to pay the consultant directly. (Three-party agreement between Fresno COG, grantee, and consultant required.)**
  - Option C: Grantee approves invoices and submits them to Fresno COG to pay the consultant directly. Additionally, for local governments that have limited staff availability, Fresno COG staff assists grantee with project management, as specified in an agreement. (Three-party agreement between Fresno COG, grantee, and consultant required.)**
- F. Project invoices will be submitted to Fresno COG by the grantee on a monthly basis;
- G. Supporting documentation may include, but is not limited to: receipts, progress payments, subcontractor invoices, time cards, etc.;
- H. Invoices must be accompanied by reporting materials where appropriate. Invoices without the appropriate reporting materials will not be paid. Fresno COG may withhold 10 percent of the grant until grant terms have been fulfilled; and
- I. Each recipient of funds under the Program shall expend those funds no later than August 1, 2023.

- J. The grantee must establish a separate ledger account for receipts and expenditures of grant funds and maintain expenditure details in accordance with the budget and timeline. Separate bank accounts are not required;
- K. The grantee shall maintain documentation of its normal procurement policy and competitive bid process (including the use of sole source purchasing), and financial records of expenditures incurred during the course of the project, in accordance with generally accepted accounting principles;
- L. The grantee agrees that Fresno COG or designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of the Agreement;
- M. The grantee agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated;
- N. Subcontractors employed by the grantee and paid with moneys under the terms of this Agreement shall be responsible for maintaining accounting records as specified above;
- O. At any time during the term of the Agreement, Fresno COG may perform, or cause to be performed, a financial audit of any and all phases of the award. At Fresno COG's request, the awardee shall provide, at its own expense, a financial audit prepared by a certified public accountant. The State of California has the right to review project documents and conduct audits during project implementation and over the project life;
- P. Fresno COG may request additional information, as needed, to meet other applicable audit requirements; and
- Q. Fresno COG may monitor expenditures and activities of an applicant, as Fresno COG deems necessary, to ensure compliance with Program requirements.

#### XV. Remedies of Nonperformance

- A. In the event that it is determined, at the sole discretion of Fresno COG, that the grantee is not meeting the terms and conditions of the Agreement, immediately upon receiving a written notice from Fresno COG to stop work, the grantee shall cease all work under the Agreement. Fresno COG has the sole discretion to determine that the grantee meets the terms and conditions after a stop work order, and to deliver a written notice to the grantee to resume work under the Agreement;
- B. Both the grantee and Fresno COG have the right to terminate the Agreement at any time upon 30 days written notice. The notice shall specify the reason for early termination and may permit the grantee or Fresno COG to rectify any deficiency(ies) prior to the early termination date. The grantee will submit any requested documents to Fresno COG within 30 days of the early termination notice; and
- C. There must be a strong implementation component for the funded activity through this Program, including, where appropriate, agreement by the locality to formally adopt the completed planning document. Localities that do not formally adopt the funded activity could be subject to repayment of the grant.
- D. Fresno COG may, as it deems appropriate or necessary, request the repayment of funds from an applicant, or pursue any other remedies available to it by law for failure to comply with Program requirements (Health and Safety Code section 50515.04(e)).

## APPLICATION

### Application Submittal Instructions

All grant application packages should be submitted electronically to Meg Prince, Senior Regional Planner, at [mprince@fresnocog.org](mailto:mprince@fresnocog.org) by 5:00 PM on March 5, 2021.

### Required Application Documents

- The application in PDF format including:
  - Applicant Information
  - Project Description
  - Project Schedule and Scope of Work
  - Application Signature Page
  - Signed Letter of Commitment from Sub Applicant (if applicable)
- Board/Council resolution authorizing project application (due prior to Fresno COG Policy Board meeting on April 22, 2021)

### Optional Supplemental Information

- Graphics of Project Area (when applicable)
- Letter(s) of Support
- Data

Applicant Information

<b>Project Title</b>	Fowler General Plan Update and VMT Guidelines
<b>Total Funding Request</b>	\$100,000
<b>Administrative Preference</b>	<input checked="" type="checkbox"/> Option A: Grantee pays consultant directly and invoices Fresno COG for reimbursement. This option is required for projects also utilizing LEAP funds. <input type="checkbox"/> Option B: Grantee sends approved consultant invoices to Fresno COG for direct payment to the consultant. (Three-party agreement required.) <input type="checkbox"/> Option C: Grantee sends approved consultant invoices to Fresno COG for direct payment to the consultant. Additionally, for local governments that have limited staff availability, Fresno COG staff assists grantee with project management, as specified in an agreement. (Three-party agreement required.)
<b>Primary Applicant Agency</b>	City of Fowler
<b>Primary Contact Name and Title</b>	Dawn Marple, City Planner
<b>Email</b>	dmarple@ppeng.com
<b>Phone</b>	(559) 834-3113 ext. 122
<b>Address</b>	128 S. Fifth Street, Fowler, CA 93625
<b>Sub Applicant Agency</b>	NA
<b>Contact Name and Title</b>	NA
<b>Email</b>	NA



## Project Description

### 1. Project Summary (500 words maximum)

Please provide a summary of the project, overall objectives, and description of the tasks and major sub-tasks.

The City of Fowler is currently undergoing a comprehensive update to their General Plan. It is anticipated that additional lands will be added to the Sphere of Influence following adoption of the General Plan, as facilitated through the update process. Additional lands are being considered to accommodate new growth, increase opportunities for housing diversity within the community, and provide additional community-serving retail and employment opportunities - particularly on the west side of Hwy 99. An Environmental Impact Report is also being prepared in support of the General Plan Update and the City is interested in streamlining future environmental analysis to the extent feasible, including VMT analysis. The City also would like to establish VMT Guidelines for land use and transportation projects to facilitate future projects, in particular housing developments. The project components include:

1. Completion of the General Plan policy document, including outreach efforts, to support efficient land use patterns and increase housing opportunities.
2. Development of a sub-area traffic model for VMT analysis as part of the EIR technical studies.
3. Preparation of Fowler Traffic Impact Analysis Guidelines for land use and transportation projects, to address consistency reviews with General Plan policy and CEQA analysis.

The overall objectives of the General Plan Update include:

1. Accommodate additional housing opportunities, particularly more diverse housing stock that will assist the City in contributing to their RHNA allocation.
2. Update the General Plan to address additional requirements, including Climate Adaptation and Environmental Justice.
3. Streamline future environmental review through the update of the associated Program EIR.

**2. Nexus to Accelerating Housing Production (300 words maximum)**

Please describe the nexus of the proposed project to accelerating housing production.

The General Plan Update was facilitate additional opportunities (through designation of additional land for residential development) for up to an additional 900 housing units.

Streamlining the environmental review processes will also reduce processing timelines by up to 4 to 12 weeks.

**3. RTP/SCS Consistency (200 words maximum)**

Please describe how the proposed project is consistent with Fresno COG's 2018 RTP/SCS.

Outreach conducted to date as part of the General Plan Update process has identified the following planning priorities for consideration:

- More diverse housing options
- More retail options, including healthy food options
- Additional services west of Hwy 99 to serve existing residential communities
- Increase in parks, open space, and trails

The City has also completed policy papers on environmental justice and climate adaptation, which resulted in recommendations to be considered as part of the update process to address mobility, equity, and resiliency within Fowler. Policies will also be updated to address complete streets requirements within the mobility network.

The planning priorities above are guiding policy and land use decisions for the General Plan Update. An example is the potential addition of a new medium high density residential land use designation. The above planning priorities align with the objectives of the SCS and would contribute overall to more efficient land use patterns, thereby reducing VMT and GHG emissions.

## Fresno COG Housing Planning Grants Program FY 2020-2021

### 4. Plan Implementation (200 words maximum)

Please describe the implementation strategies for the proposed planning project. Please identify any potential obstacles to successful implementation of the plan.

The General Plan will include an Implementation Work Plan that will identify actions needed to implement identified goals and policies, including:

- Responsible party
- Timeframe for implementation
- Estimated cost of implementation, where appropriate
- Potential funding sources

Funding may be a potential obstacle to implementation; however, the intent of the Work Plan is to structure actions in a way that will facilitate the budget planning process for each Fiscal Year. This strategy will increase buy-in on the part of the community and decision-makers in understanding the commitments being made through the General Plan and reduce resistance to successful implementation.

The General Plan Update process has also been conducting ongoing outreach as part of the effort to engage and inform the community and decision-makers throughout the process so that the General Plan is truly a reflection of the community's values and representative of their own vision for the future.

### 5. Project Schedule and Scope of Work

Please outline the tasks (high level and major sub tasks), budget, timeline, and deliverables in the table template provided below. If other funding is used, please note the source and amount in the notes column.

Task	Est. Cost	Begin Date	End Date	Deliverable	Notes
Land Use Alternatives Analysis	\$20,000	3/2021	6/2021	Alternatives Summary Report	
Preferred Land Use Scenario	\$10,000	6/2021	7/2021	Selection of Preferred Land Use	PC/CC Session
Preparation of Sub-Area Model	\$50,000	4/2021	8/2021	Sub-Area Model	
Draft General Plan Elements - Land Use/Circulation	\$25,000	9/2021	2/2022	Draft Land Use and Circulation Elements	
TIA Guidelines	\$20,000	11/2021	2/2022	TIA Guidelines	
<b>TOTAL COST</b>	<b>\$125,000</b>				

Application Signature Page

**To the best of my knowledge, all information contained in this application is true and correct.  
If awarded a grant, I agree that I will adhere to the program guidelines.**

Wilma Quan

*Print Name*

*Signature of Authorized Official (Applicant)*

City Manager

*Title*

April 6, 2021

*Date*

*Signature of Authorized Official (Sub Applicant)*

*Print Name*

*Title*

*Date*

RESOLUTION NO. 2498  
RESOLUTION BEFORE THE CITY COUNCIL  
OF THE CITY OF FOWLER  
COUNTY OF FRESNO, STATE OF CALIFORNIA

AUTHORIZING APPLICATION FOR AND RECEIPT OF REGIONAL EARLY  
ACTION PLANNING (REAP) GRANT PROGRAM FUNDS

**WHEREAS**, the California Department of Housing and Community Development (“Department”) has provided funding under the Local Government Planning Support Grants Program (LGPSGP) to the Fresno Council of Governments (Fresno COG) as authorized by law; and

**WHEREAS** the Local Government Planning Support Grants Program funds provided to Fresno COG are now available to cities in Fresno County under the Regional Early Action Planning (REAP) Grant Program; and

**WHEREAS** the City wishes to apply for eligible REAP grant funds to be used as authorized by applicable law; and

**WHEREAS** the City Council at its meeting on March 16, 2021 authorized the City Manager to complete and submit an application (Resolution No. 2494) and any necessary supporting materials and information needed to request an allocation of up to \$100,000; and

**WHEREAS** the City wishes to amend their application for REAP grant funds from the previous application amount of \$100,000 to \$125,000.

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

1. The City Manager is hereby authorized and directed to complete and submit an application and any necessary supporting materials and information needed to request an allocation of up to \$125,000 in REAP grant funds.
2. The City, under the direction of the City Manager, is hereby authorized to use all such REAP funds awarded to the City only for eligible activities as authorized by applicable law, regulations, Department guidelines, and REAP grant agreement.
3. The City Manager is authorized to enter into, execute, and deliver any agreement and other documents deemed necessary or appropriate to evidence and secure the REAP grant allocation of up to \$125,000 and the City of Fowler obligations related thereto.

I hereby certify the foregoing resolution was duly and regularly adopted by the City Council of the City of Fowler at a meeting held on the 6<sup>th</sup> day of April 2021, by the following vote:

AYES:

NAYS:

ABSTAIN:

ABSENT:

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Mayor

Attest:

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City Clerk