

**FOWLER CITY COUNCIL MEETING
AGENDA
APRIL 20, 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.fowlercivcity.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 “Day of Remembrance of the Armenian Genocide” – Councilmember Karnig Kazarian
5. Staff Reports
 - A) City Planner’s Report
 - B) City Manager’s Report
 - ◆ COVID-19 Update
 - C) Public Works Director’s Report
 - 1) Approval of Resolution No. 2499, a Resolution of the City of Fowler Approving Agreements with Sitelogiq, Inc. and Advanced Lighting Services, Inc. for energy conservation improvements pursuant to Government Code Section 4217.10, et. seq. (Item to be Continued to May 4, 2021 City Council Meeting)”
 - D) Finance Department Report
 - E) Police Department Report
 - F) Fire Department Report
 - 1) Approval of Resolution No. 2500, a Resolution of the City Council of the City of Fowler approving a lease-purchase agreement with Leasing 2, Inc. for the purchase of two new fire engines for \$726,835.68.
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 20, 2021
 - B) Approve Minutes of the City Council Special Meeting – April 6, 2021, and City Council Meeting – April 6, 2021

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

9. Adjournment

Next Ordinance No. 2021-02

Next Resolution No. 2501

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 Friday, April 16, 2021.



Angela Vasquez
Deputy City Clerk

CITY OF FOWLER

Office of Councilmember Karnig Kazarian

Proclamation

WHEREAS, the City of Fowler stands united with human rights advocates, historians, and people of good conscience from around the world in reaffirming and mourning over 1.5 million innocent Armenian men, women, and children who perished from 1915 to 1923 in the mass and systematic execution perpetrated by the Ottoman Empire; and

WHEREAS, 2021 marks the 106th anniversary since the beginning of the Armenian Genocide, which continues to be actively denied by the Turkish government and its proxies; and

WHEREAS, Turkey's active denial has shifted to active support of recent genocidal acts by Azerbaijan against civilians in the Artsakh Republic, an area that is historically and ethnically Armenian; and

WHEREAS, this revictimization has opened deep-seated wounds from the Armenian Genocide and must not serve as just another chapter in this story of hate; and

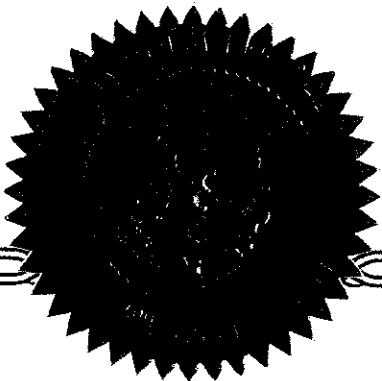
WHEREAS, we must spread the importance of tolerance, justice, and respect to bring an end to the perpetration of hate; and

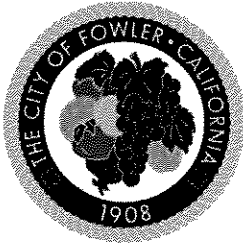
WHEREAS, the City of Fowler encourages all people to acknowledge and honor today as a historic reminder of the remarkable courage, resilience, and perseverance of the Armenians and their sufferings.

NOW, THEREFORE, I, David Cardenas, Mayor of the City of Fowler do hereby proclaim that this City recognizes April 24, 2021, as:

DAY OF REMEMBRANCE OF THE ARMENIAN GENOCIDE

David Cardenas, Mayor





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

REPORT TO THE CITY COUNCIL

April 20, 2021

FROM: Manuel Lopez, Fire Chief

SUBJECT

Approve Resolution No. 2500 approving a Lease-Purchase Agreement with Leasing 2, Inc. to purchase two new Fire Engines in the amount of \$726,835.68.

RECOMMENDATION

Staff recommends approval of Resolution No. 2500, which approves the Lease-Purchase Agreement between the City and Leasing 2, Inc., to finance the purchase of two new fire engines for a total cost of \$726,835.68.

BACKGROUND

On March 2, 2021, Council gave staff direction to proceed with the purchase of two new Fire engines, a patrol engine and a Type 2 Engine. The City has been approved for a lease-purchase financing arrangement to purchase one Rosenbauer Mini Pumper and one Rosenbauer Type 2 Engine. The cost of the two fire engines is \$610,419.55. The engines will be purchased from Burton's Fire and the lease-purchase agreement will be with Leasing 2, Inc. The financing is 3.0% interest with a ten-year term. The City will make a total of nine annual lease payments of \$80,759.52 beginning in April 2023, with the final payment in April 2031, for a total purchase price of \$726,835.68. Following the last payment, the City will own the engines for no additional cost.

These new fire engines will assist with responding to the increase in service calls and help maintain current ISO levels with the upcoming ISO audits in the future. These new engines will also allow the Fire Department to have sufficient engines to respond to requests for aid in the County and elsewhere in the State for wildland fires. Having the ability to assist with out of area wildland fires will allow the City to receive reimbursement from the State for such assistance. The Type 2 Engine will be

delivered 220 days from purchase and the Mini Pumper will be delivered 310 days from the purchase date.

FISCAL IMPACT

The annual lease payments of \$80,759.52 begin in April 2023 and end in April 2031. The annual payments will be budgeted each fiscal year and paid with a combination of Fire Department general fund, Fire protection and suppression facilities and equipment development impact fees, and the Utility Users Tax.

Attachments:

Resolution No. 2500
Lease-Purchase Agreement

RESOLUTION NO. 2500

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FOWLER
APPROVING A LEASE-PURCHASE AGREEMENT WITH LEASING 2, INC. FOR THE
PURCHASE OF TWO NEW FIRE ENGINES FOR \$726,835.68**

WHEREAS, the City of Fowler (“City”) desires to purchase two new fire engines for the Fire Department and has obtained pricing and financing terms for the lease-purchase of one Rosenbauer Mini Pumper and one Rosenbauer Type 2 Engine (“Fire Engines”); and

WHEREAS, the City has received financing approval from Leasing 2, Inc. to purchase the Fire Engines for \$610,419.55, with a lease-purchase arrangement at 3.0% interest and nine annual lease payments of \$80,759.52 beginning in April 2023 and ending with a final payment in April 2031, for a total of \$726,835.68, as more fully set forth in the Lease-Purchase Agreement dated April 20, 2021 (“Lease-Purchase Agreement”) attached hereto and incorporated by reference; and

WHEREAS, sufficient funding for the annual lease payments is projected to be available for the term of the Lease-Purchase Agreement; and

WHEREAS, the City Council has received and reviewed the Lease-Purchase Agreement and considered all relevant information presented by City staff and the public during the City Council meeting held on April 20, 2021 and has determined it is in the best interests of the City to approve the Lease-Purchase Agreement to purchase the Fire Engines.

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

1. The Lease-Purchase Agreement dated April 20, 2021, between the City of Fowler and Leasing 2, Inc., with the total of all payments equal to \$726,835.68 is hereby approved.
2. The City Manager is authorized to sign the Lease-Purchase Agreement and such other documents as may be necessary to completely implement the purchase of the Fire Engines referenced herein and the intent of this Resolution.

The foregoing resolution of the City of Fowler was duly and regularly adopted by the City Council of the City of Fowler at a regular meeting held on April 20, 2021, by the following vote:

AYES:
NAYS:
ABSTAIN:
ABSENT:

APPROVED:

David Cardenas, Mayor

ATTEST:

Angela Vasquez, Deputy City Clerk

LEASE-PURCHASE AGREEMENT

LESSEE:
City of Fowler
128 S. 5th Street
Fowler, CA 93625

LESSOR:
Leasing 2, Inc.
1720 West Cass Street
Tampa, FL 33606-1230

Dated as of April 20, 2021

This Lease-Purchase Agreement (the "Agreement") dated as of April 20, 2021 by and between Leasing 2, Inc. ("Lessor"), and City of Fowler ("Lessee"), a body corporate and politic duly organized and existing under the laws of the State of California ("State").

WITNESSETH:

WHEREAS, Lessor desires to lease the Equipment, as hereinafter defined, to Lessee, and Lessee desires to lease the Equipment from Lessor, subject to the terms and conditions of and for the purposes set forth in this Agreement; and

WHEREAS, Lessee is authorized under the Constitution and laws of the State to enter into this Agreement for the purposes set forth herein;

NOW, THEREFORE, for and in consideration of the premises hereinafter contained, the parties hereby agree as follows:

ARTICLE I DEFINITIONS

Section 1.01. The following terms will have the meanings indicated below unless the context clearly requires otherwise.

"Agreement" means this Lease-Purchase Agreement, including the Exhibits attached hereto, as the same may be supplemented or amended from time to time in accordance with the terms hereof.

"Commencement Date" is the date when the term of this Agreement begins and Lessee's obligation to pay rent accrues, which shall be the commencement date shown on the Exhibit E Payment Schedule.

"Equipment" means the property described in Exhibit D and which is the subject of this Agreement.

"Lease Term" means the Original Term and all Renewal Terms provided for in this Agreement under Section 4.01.

"Lessee" means the entity which is described in the first paragraph of this Agreement and which is leasing the Equipment from Lessor under the provisions of this Agreement.

"Lessor" means (i) Leasing 2, Inc., acting as Lessor hereunder; (ii) any surviving resulting or transferee corporation; and (iii) except where the context requires otherwise, any assignee(s) of Lessor.

"Original Term" means the period from the Commencement Date until the end of the fiscal year of Lessee in effect at the Commencement Date.

"Purchase Price" means the amount indicated with respect to any date after payment of all Rental Payments (defined below) due through such date, all as set forth in Exhibit E hereto, or Supplemental Exhibit E hereto, as the case may be.

"Renewal Terms" means the renewal terms of this Agreement as provided for in Article IV of this Agreement, each having a duration of one year and a term co-extensive with the Lessee's fiscal year, except the last of such automatic renewal terms which shall end on the due date of the last Rental Payment set forth in Exhibit E to this Agreement.

"Rental Payments" means the basic rental payments payable by Lessee pursuant to the provisions of this Agreement during the Lease Term, payable in consideration of the right of Lessee to use the Equipment during the then current portion of the Lease Term. Rental Payments shall be payable by Lessee to the Lessor or its assignee in the amounts and at the times during the Lease Term, as set forth in Exhibit E of this Agreement.

"Vendor" means the manufacturer of the Equipment as well as the agents or dealers of the manufacturer from whom Lessee has purchased or is purchasing the Equipment.

ARTICLE II COVENANTS OF LESSEE

Section 2.01 Lessee represents, covenants and warrants, for the benefit of Lessor and its assignees, as follows:

(a) Lessee is a public body, corporate and politic, duly organized and existing under the Constitution and laws of the State.

(b) Lessee will do or cause to be done all things necessary to preserve and keep in full force and effect its existence as a body, corporate and politic.

(c) Lessee is authorized under the Constitution and laws of the State to enter into this Agreement and the transaction contemplated hereby, and to perform all of its obligations hereunder.

(d) Lessee has been duly authorized to execute and deliver this Agreement under the terms and provisions of the resolution of its governing body, attached hereto as Exhibit A, or by other appropriate official approval, and further represents, covenants and warrants that all requirements have been met, and procedures have occurred in order to ensure the enforceability of this Agreement, and Lessee has complied with such public bidding requirements as may be applicable to this Agreement and the acquisition by Lessee of the Equipment hereunder. Lessee shall cause to be executed and delivered to Lessor an opinion of its counsel substantially in the form attached hereto as Exhibit B.

(e) During the term of this Agreement, the Equipment will be used by Lessee only for the purpose of performing one or more essential governmental or proprietary functions of Lessee consistent with the permissible scope of Lessee's authority and will not be used in a trade or business of any person or entity other than the Lessee.

(f) During the period this Agreement is in force, Lessee will annually provide Lessor with such current financial statements, budgets, proof of appropriation for ensuing fiscal year or such other financial information relating to the decision of Lessee to continue this Agreement as may be reasonably requested by Lessor or its assignee.

(g) The Equipment will have a useful life in the hands of the Lessee that is substantially in excess of the Original Term and all Renewal Terms.

(h) The Equipment is, and during the period this Agreement is in force will remain, personal property and when subjected to use by the Lessee under this Agreement, will not be or become fixtures.

(i) Lessee shall not voluntarily or involuntarily create, incur, assume or suffer to exist any lien, security interest or other encumbrance or attachment of any kind whatsoever on, affecting or with respect to the Equipment.

(j) Lessee shall not give up possession or control of the Equipment.

(k) Lessee shall not change the location of the Equipment without giving prior written notice of the proposed new location to the Lessor and provided that Lessee shall obtain and deliver to Lessor any landlord waivers reasonably requested by Lessor so as to protect Lessor's right, title and interest in and to the Equipment and Lessor's ability to exercise its remedies with regard to the Equipment. The Equipment shall not be used outside of the United States without Lessor's prior written consent.

(l) Lessee shall not alter or modify the Equipment in any manner which would reduce the value or the marketability thereof.

(m) Lessee will take no action that will cause the interest portion of any Rental Payment to become includable in gross income of the recipient for purposes of federal income taxation under the Code, and Lessee will take, and will cause its officers, employees and agents to take, all affirmative action legally within its power to prevent such interest from being includable in gross income for purposes of federal income taxation under Section 103(a) of the United States Internal Revenue Code of 1986 as amended (the "Code"). Lessee represents and warrants that the Lease is to be treated as an obligation of a political subdivision of a state within the meaning of Section 103(c)(1) of the Code.

(n) Lessee is and shall remain in compliance with all laws, rules, regulations and orders applicable to Lessee, including U.S. economic and trade sanctions, and anti-corruption, anti-bribery, anti-money laundering and anti-terrorism laws.

ARTICLE III LEASE OF EQUIPMENT

Section 3.01 Lessor hereby demises, leases and lets to Lessee, and Lessee rents, leases and hires from Lessor, the Equipment, in accordance with the provisions of this Agreement, to have and to hold for the Lease Term.

ARTICLE IV LEASE TERM

Section 4.01. Commencement of Lease Term. The Original Term of this Agreement shall commence on the Commencement Date and shall terminate on the last day of Lessee's fiscal year then in effect. Lessee may renew this Agreement beyond the expiration of the Original Term, or beyond the expiration of any Renewal Term then in effect, up to the number of additional fiscal years provided in Exhibit E of this Agreement by appropriating sufficient funds to make scheduled Rental Payments for the ensuing fiscal year (each a "Renewal Term"). Terms and conditions during any Renewal Term shall be the same as the terms and conditions during the Original Term, except that the Rental Payments shall be as provided in Exhibit E of this Agreement.

Section 4.02. Termination of Lease Term. The Lease Term will terminate upon the earliest of any of the following events:

(a) The expiration of the Original Term or any Renewal Term of this Agreement and the non-renewal of this Agreement in the event of non-appropriation of funds pursuant to Section 6.07.

(b) The exercise by Lessee of the option to purchase the Equipment before expiration of this Agreement granted under the provisions of Articles IX or XI of this Agreement.

(c) A default by Lessee and Lessor's election to terminate this Agreement under Article XIII; or

(d) Payment by Lessee of all Rental Payments authorized or required to be paid by Lessee hereunder through the full lease term.

Section 4.03. Return of Equipment on Termination Upon expiration or earlier termination of the Original Term or any Renewal Term under any provision of this Agreement at a time when Lessee does not exercise its option to purchase the Equipment granted under the provisions of Articles IX or XI of this Agreement, Lessee hereby agrees to deliver the Equipment to Lessor packaged or otherwise prepared in a manner suitable for shipment by truck or rail common carrier to a location specified by Lessor. All expenses resulting from the return of Equipment on termination will be borne by Lessee.

ARTICLE V ENJOYMENT OF EQUIPMENT

Section 5.01. Provided that no default or event of default shall have occurred hereunder, Lessor hereby covenants that during the Lease Term Lessor will not interfere with Lessee's quiet use and enjoyment of the Equipment.

Lessor shall have the right at all reasonable times during business hours to enter into and upon the property of Lessee for the purpose of inspecting the Equipment.

ARTICLE VI RENTAL PAYMENTS

Section 6.01. Rental Payments to Constitute a Current Expense of Lessee. Lessor and Lessee understand and intend that the obligation of Lessee to pay Rental Payments hereunder shall constitute a current expense of Lessee and shall not in any way be construed to be a debt of Lessee in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by Lessee.

Section 6.02. Payment of Rental Payments. During the Original Term and during each Renewal Term elected by Lessee, Lessee shall pay Rental Payments, exclusively from any and all legally available funds, in lawful money of the United States of America, exclusively to Lessor or, in the event of assignment by Lessor, to its assignee, in the amounts and on the dates set forth in Exhibit E hereto. Rental Payments shall be in consideration for Lessee's use of the Equipment during the applicable year in which such payments are due. The Rental Payment amounts set forth in Exhibit E are based on the Equipment Cost to be paid by Lessor being the amount set forth in Exhibit E. Lessor shall have no obligation to pay or disburse any amount greater than the amount set forth as the Equipment Cost. Lessee shall not amend any purchase contract, purchase order, or any other agreement that would have the effect of increasing the cost of the Equipment above set forth in Exhibit E as the Equipment Cost without the prior written consent of Lessor. In the event that the actual cost of the Equipment is greater than the amount set forth in Exhibit E, Lessee shall be solely responsible for and hereby agrees to promptly pay such excess to the vendor (s), provided that Lessee may request that Lessor finance such excess, which Lessor may, in its sole discretion elect to do or decline to do. Lessee shall indemnify and hold Lessor harmless from and against any loss, damages, costs and expenses resulting from or relating to any increase in the Equipment Cost. If Lessor, in its sole discretion, elects to finance such excess the amount of each installment of rent will be increased to provide the same yield to Lessor as would have been obtained if the actual cost had been the same as the stated Equipment Cost. In such event, Lessee shall at the request of Lessor execute and deliver an amendment reflecting the increase in the Equipment Cost and the Rental Payments.

Section 6.03. Interest and Principal Components. A portion of each Rental Payment is paid as, and represents payment of, interest, and the balance of each Rental Payment is paid as, and represents payment of principal. Exhibit E hereto sets forth the interest component and the principal component of each Rental Payment during the Lease Term.

Section 6.04. Additional Interest in the Event the Interest is Taxable. Lessee acknowledges that Lessor's yield with respect to this Agreement is dependent upon the full amount of each Rental Payment being excluded from Lessor's income pursuant to the Code. Accordingly, if at any time, as a result of a determination that Lessee has breached a representation or covenant contained herein, or as a result of any change in the Code, any payment of either the interest component or the principal component of any Rental Payment is, in the opinion of counsel for the Lessor, subject to or affected by any income, preference, excess profits, minimum or other federal tax, Lessee shall pay, as additional interest, an amount which is necessary to provide to Lessor the same net income as Lessor would have received but for such event. Lessor's calculations of such additional interest shall be binding upon Lessee in the absence of manifest error.

Section 6.05. Rental Payments to be Unconditional. During the Original Term and during each Renewal Term elected by Lessee, the obligations of Lessee to make payment of the Rental Payments required under this Article VI and other sections hereof and to perform and observe the covenants and agreements contained herein shall be absolute and unconditional in all events, except as expressly provided under this Agreement. Notwithstanding any dispute between Lessee and Lessor, any Vendor or any other person, Lessee agrees to pay all Rental Payments when due and shall not withhold any Rental Payments pending final resolution of such dispute nor shall Lessee assert any right of set-off or counterclaim against its obligation to make such payments when required under this Agreement. Lessee's obligation to make Rental Payments during the Original Term or the then current Renewal Term elected by Lessee shall not be abated through accident or unforeseen circumstances.

Section 6.06. Continuation of Lease Term by Lessee. Lessee intends, subject to the provisions of Section 6.07, to continue the Lease Term through the Original Term and all the Renewal Terms hereunder. Lessee reasonably believes that legally available funds in an amount sufficient to make all Rental Payments during the Original Term and each of the Renewal Terms can be obtained. The officer of Lessee responsible for budget preparation shall do all things lawfully within his/her power to obtain and maintain funds from which the Rental Payments may be made, including making provision for such payments to the extent necessary in each annual budget submitted and adopted in accordance with applicable provisions of State law, to have such portion of the budget approved, and to exhaust all available reviews and appeals in the event such portion of the budget is not approved. Notwithstanding the foregoing, the decision whether or not to budget and appropriate funds is within the discretion of Lessee's governing body.

Section 6.07. Termination by Nonappropriation. In the event Lessee does not appropriate sufficient funds for the payment of the Rental Payments scheduled to be paid in the next occurring Renewal Term, then Lessee may terminate this Agreement at the end of the then current Original Term or Renewal Term, and Lessee shall not be obligated to make payment of the Rental Payments provided for in this Agreement beyond the end of the then current Original or Renewal Term. Lessee agrees to deliver notice to Lessor of such termination at least 90 days prior to the end of the then current Original or Renewal Term.

Section 6.08. Late Charges. If any Rental Payment is not paid in full to Lessor within fifteen (15) days after the payment first became due and payable, Lessee shall immediately pay to Lessor an additional one time late charge equal to five (5%) percent or, if less the maximum rate permitted by law, of each such amount past due along with the Rental Payment. If any Rental Payment remains unpaid beyond 45 days after it first became due and payable, or if Lessor has elected to exercise any remedies following an event or default, interest shall accrue on past due amounts at the rate of 1% per month or the highest rate allowed by law, whichever is less. Partial payments by Lessee shall be applied first to the accrued interest component of past due Rental Payments and the balance to the remaining principal component of past due Rental Payments.

Section 6.09. Prepayment. Lessee shall have the right to prepay principal components of Rental Payments in whole on any date set forth in Exhibit E by paying the then applicable Purchase Price set forth in Exhibit E on such date.

ARTICLE VII TITLE TO EQUIPMENT

Section 7.01. Title to the Equipment. During the term of this Agreement, title to the Equipment and any and all additions, repairs, replacements or modifications shall vest in Lessee, subject to the rights of Lessor under this Agreement. In the event of default as set forth in Section 13.01 or nonappropriation as set forth in Section 6.07, title to Equipment, shall immediately vest in Lessor, and Lessee will immediately surrender possession of the Equipment to Lessor.

Section 7.02. Security Interest. To secure the payment of all Lessee's obligations under this agreement, Lessee grants to Lessor a security interest constituting a first lien on the Equipment and on all additions, attachments, accessions and substitutions thereto, and on any proceeds therefrom. Lessee hereby authorizes Lessor to prepare and file such financing statements, any amendments thereto and other such documents to establish and maintain Lessor's valid first lien and perfected security interest. Lessee hereby acknowledges the receipt of copies of the financing statements prepared by Lessor and hereby confirms the accuracy of the information contained therein. Lessee further agrees to execute such additional documents, including affidavits, notices and similar instruments, in form satisfactory to Lessor, which Lessor deems necessary or appropriate to establish and maintain its security interest, and upon assignment, the security interest of any assignee of Lessor, in the Equipment.

ARTICLE VIII MAINTENANCE; MODIFICATION; TAXES; INSURANCE AND OTHER CHARGES

Section 8.01. Maintenance of Equipment by Lessee. Lessee agrees that at all times during the Lease Term Lessee will, at Lessee's own cost and expense, maintain, preserve and keep the Equipment in good repair, working order and condition, and that Lessee will from time to time make or cause to be made all necessary and proper repairs, replacements and renewals. Lessor shall have no responsibility in any of these matters, or for the making of improvements or additions to the Equipment.

Section 8.02. Taxes, Other Governmental Charges and Utility Charges. In the event that the use, possession or acquisition of the Equipment is found to be subject to taxation in any form (except for income taxes of Lessor), Lessee will pay during the Lease Term, as the same respectively come due, all taxes and governmental charges of any kind whatsoever that may at any time be lawfully assessed or levied against or with respect to the Equipment and any equipment or other property acquired by Lessee in substitution for, as a renewal or replacement of, or a modification, improvement or addition to the Equipment, as well as all gas, water, steam, electricity, heat, power, telephone, utility and other charges incurred in the operation, maintenance, use, occupancy and upkeep of the Equipment, provided that, with respect to any governmental charges that may lawfully be paid in installments over a period of years, Lessee shall be obligated to pay only such installments as have accrued during the time this Agreement is in effect.

Section 8.03. Provisions Regarding Insurance. At its own expense, Lessee shall cause casualty, public liability and property damage insurance to be carried and maintained, or shall demonstrate to the satisfaction of Lessor that adequate self-insurance is provided with respect to the Equipment, sufficient to protect the Full Insurable Value (as that term is hereinafter defined) of the Equipment, and to protect Lessor from liability in all events. All insurance proceeds from casualty losses shall be payable as hereinafter provided in this Agreement. Lessee shall furnish to Lessor certificates evidencing such coverage throughout the Lease Term. Alternatively, Lessee may insure the Equipment under a blanket insurance policy or policies which cover not only the Equipment but other properties. If Lessee insures similar properties by self-insurance and upon approval by Lessor, Lessee may insure the Equipment by means of an adequate insurance fund.

The term "Full Insurable Value" as used herein shall mean the full replacement value of the Equipment.

Any insurance policy pursuant to this Section 8.03 shall be so written or endorsed as to make losses, if any, payable to Lessee and Lessor as their respective interests may appear. The Net Proceeds (as defined in Section 9.01) of the insurance required in this Section 8.03 shall be applied as provided in Article IX hereof. Each insurance policy provided for in this Section 8.03 shall contain a provision to the effect that the insurance company shall not cancel the policy or modify it materially and adversely to the interest of Lessor without first giving written notice thereof to Lessor at least 30 days in advance of such cancellation.

Section 8.04. Advances. In the event Lessee shall fail to perform any of its obligations hereunder Lessor may (but shall be under no obligation to) take such action as may be necessary to cure such failure, including, without limitation, the advancement of money; and all amounts so advanced by Lessor shall become additional rent for the then current Original Term or Renewal Term, which amounts, together with interest thereon at the rate of 12% per annum, or if less the maximum rate permitted by law, Lessee agrees to pay.

ARTICLE IX DAMAGE, DESTRUCTION AND CONDEMNATION: USE OF NET PROCEEDS

Section 9.01. Damage, Destruction and Condemnation. If prior to the termination of the Lease Term (a) the Equipment or any portion thereof is destroyed (in whole or in part) or is damaged by fire or other casualty or (b) title to, or the temporary use of the Equipment or any part thereof or the estate of Lessee or Lessor in the Equipment or any part thereof shall be taken under the exercise of the power eminent domain by any governmental body or by any person, firm or corporation acting under governmental authority, Lessee and Lessor will cause the Net Proceeds of any insurance claim or condemnation award to be applied to the prompt replacement, repair, restoration, modification or improvement of the Equipment. Any balance of the Net Proceeds remaining after such work has been completed shall be paid to Lessee.

For purposes of Section 8.03 and this Article IX, the term "Net Proceeds" shall mean the amount remaining from the gross proceeds of any insurance claim or condemnation award after deducting all expenses (including attorney's fees) incurred in the collection of such claims or award.

Section 9.02. Insufficiency of Net Proceeds. If the Net Proceeds are insufficient to pay in full the cost of any repair, restoration, modification or improvement referred to in Section 9.01 hereof, Lessee shall either (a) complete the work and pay any cost in excess of the amount of Net Proceeds, and Lessee agrees that if by reason of any such insufficiency of the Net Proceeds, Lessee shall make any payments pursuant to the provisions of this Section 9.02. Lessee shall not be entitled to any reimbursement therefore from Lessor nor shall Lessee be entitled to any diminution of the amounts payable under Article VI hereof or (b) if Lessee is not in default hereunder, Lessee shall pay to Lessor the amount of the then applicable Purchase Price, and, upon such payment, the Lease Term shall terminate and Lessor's interest in the Equipment shall terminate as provided in Article XI of this Agreement. The amount of the Net Proceeds in excess of the then applicable Purchase Price, if any, may be retained by Lessee.

ARTICLE X DISCLAIMER OF WARRANTIES; VENDOR'S WARRANTIES; USE OF EQUIPMENT

Section 10.01. Disclaimer of Warranties. LESSOR MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE OR FITNESS FOR USE OF THE EQUIPMENT, OR WARRANTY WITH RESPECT THERETO. In no event shall Lessor be liable for any incidental, indirect, special or consequential damage in connection with or arising out of this Agreement or the existence, furnishing, functioning or Lessee's use of any item of Equipment.

Section 10.02. Vendor's Warranties. Lessor hereby irrevocably appoints Lessee its agent and attorney-in-fact during the Lease Term, so long as Lessee shall not be in default hereunder, to assert from time to time whatever claims and rights, including warranties of the Equipment, if any which Lessor may have against the Vendor of the Equipment. Lessee's sole remedy for the breach of such warranty, indemnification or representation shall be against the Vendor of the Equipment, and not against the Lessor, nor shall such matter have any effect whatsoever on the rights of Lessor with respect to this Agreement, including the right to receive full and timely payments hereunder. Lessee expressly acknowledges that Lessor makes, and has made, no representation or warranties whatsoever as to the existence or availability of such warranties of the Vendor of the Equipment.

Section 10.03. Use of the Equipment. Lessee will not install, use, operate or maintain the Equipment improperly, carelessly, in violation of any applicable law or in a manner contrary to that contemplated by this Agreement. Lessee shall provide all permits and licenses, if any, necessary for the installation and operation of the Equipment. In addition, Lessee agrees to comply in all respects (including, without limitation, with respect to the use, maintenance and operation of each item of the Equipment) with all laws of the jurisdictions in which its operations involving any item of Equipment may extend and any legislative, executive, administrative or judicial body exercising any power or jurisdiction over the items of the Equipment, provided, however, that Lessee may contest in good faith the validity or application of any such law or rule in any reasonable manner which does not, in the reasonable opinion of the Lessor, adversely affect the estate of Lessor in and to any of the items of the Equipment or its interest or rights under this Agreement.

ARTICLE XI OPTION TO PURCHASE

Section 11.01 At the request of Lessee, Lessor's interest in the Equipment and additional Rental Payments will be terminated and this Agreement shall terminate:

- At the end of the final Renewal Term, upon payment by Lessee of all Rental Payments scheduled as set forth in Exhibit E to this Agreement; or
- if the Lease Term is terminated pursuant to Article IX of this Agreement, in the event of total damage, destruction or condemnation of the Equipment; or
- any time when Lessee is not on such date in default under this Agreement, upon payment by Lessee of the then applicable Purchase Price to Lessor.

Upon the occurrence of any of such events, Lessor shall, if requested by Lessee, deliver a Bill of Sale of its remaining interest in the Equipment to Lessee "AS IS - WHERE IS" without additional cost or payment by Lessee.

ARTICLE XII ASSIGNMENT, SUBLEASING, INDEMNIFICATION MORTGAGING AND SELLING

Section 12.01. Assignment by Lessor. This Agreement, and the rights of Lessor hereunder, may be assigned and reassigned in whole or in part to one or more assignees and subassignees by Lessor at any time subsequent to its execution, without the necessity of obtaining the consent of Lessee, provided, however, that no such assignment or reassignment shall be effective unless and until (i) Lessee shall have received notice of the assignment or reassignment disclosing the name and address of the assignee or subassignee, and (ii) in the event that such assignment is made to a bank or trust company as trustee for holders of certificates representing interests in this Agreement, such bank or trust company agrees to maintain, or cause to be maintained, a book-entry system by which a record of names and addresses of such holders as of any particular time is kept and agrees, upon request of the Lessee, to furnish such information to Lessee. Upon receipt of notice of assignment, Lessee agrees to keep a written record thereof, and to make all payments to the assignee designated in the notice of assignment, notwithstanding any claim, defense, setoff or counterclaim whatsoever (whether arising from a breach of this Agreement or otherwise) that Lessee may from time to time have against Lessor, or the assignee. Lessee agrees to execute all documents which may be reasonably requested by Lessor or its assignee to protect their interests in this Agreement.

Section 12.02. No Sale, Assignment or Subleasing by Lessee. This Agreement and the interest of Lessee in the Equipment may not be sold, assigned or encumbered by Lessee without the prior written consent of Lessor.

Section 12.03. Lessee Negligence. To the extent permitted by the laws and Constitution of the State, Lessee shall protect and hold harmless Lessor from and against any and all liability, obligations, losses, claims and damages whatsoever, regardless of cause thereof, and expenses in connection therewith, including, without limitation, counsel fees and expenses, penalties and interest arising out of or as the result of the entering into this Agreement, the ownership of any item of the Equipment, the ordering, acquisition, use, operation, condition, purchase, delivery, rejection, storage or return of any item of the Equipment or any accident in connection with the operation, use, condition, possession, storage or return of any item of the Equipment resulting in damage to property or injury to or death of any person, to the extent that such liability, obligation, loss, claim or damage arises out of or is proximately caused by the negligent conduct of Lessee, its officers, employees or agents. The obligation of Lessee arising under this paragraph shall continue in full force and effect notwithstanding the full payment of all other obligations under this Agreement or the termination of the Lease Term for any reason.

ARTICLE XIII EVENTS OF DEFAULT AND REMEDIES

Section 13.01. Events of Default Defined. The following shall be "events of default" under this Agreement and the terms "event of default" and "default" shall mean, whenever they are used in this Agreement, any one or more of the following events:

- Failure by Lessee to pay any Rental Payment or other payment required to be paid hereunder at the time specified herein; and
- Failure by Lessee to observe and perform any covenant, condition or agreement on its part to be observed or performed, other than as referred to in Section 13.01 (a), for a period of 30 days after written notice, specifying such failure and requesting that it be remedied as given to Lessee by Lessor, unless Lessor shall agree in writing to an extension of such time prior to the expiration, provided, however, if the failure stated in the notice cannot be corrected within the applicable period, Lessor will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by Lessee within the applicable period and diligently pursued until the default is corrected.
- The filing by Lessee of a voluntary petition in bankruptcy, or failure by Lessee promptly to lift any execution, garnishment, or attachment of such consequence as would impair the ability of Lessee to carry on its governmental function or adjudication of Lessee as a bankrupt or assignment by Lessee for the benefit of creditors, or the entry by Lessee into an agreement of composition with creditors, or the approval by a court of competent jurisdiction of a petition applicable to Lessee in any proceedings instituted under the provisions of the Federal Bankruptcy Statute, as amended, or under any similar acts which may hereafter be enacted.

The foregoing provisions of this Section 13.01 are subject to (i) the provisions of Section 6.07 hereof with respect to nonappropriation; and (ii) if by reason of *force majeure* Lessee is unable in whole or in part to carry out its agreement on its part herein contained, other than the obligations on the part of Lessee contained in Article VI hereof, Lessee shall not be deemed in default during the continuance of such inability. The term "force majeure" as used herein shall mean, without limitation, the following: acts of God; strikes, lockouts or other employee relations disturbances, acts of public enemies; orders or restraints of any kind of the government of the United States of America or the state wherein Lessee is located or any of their departments, agencies or officials, or any civil or military authority, insurrections; riots; landslides; earthquakes; fires; storms; droughts; floods; or explosions.

Section 13.02. Remedies on Default. Whenever any event of default referred to in Section 13.01 hereof shall have happened and be continuing, Lessor shall have the right at its sole option without any further demand or notice, to take one or any combination of the following remedial steps:

- Declare all Rental Payments due or to become due during the Original Term or Renewal Term then in effect to be immediately due and payable, whereupon such Rental Payments shall be immediately due and payable;
- With or without terminating this Agreement, retake possession of the Equipment and sell, lease or sublease the Equipment for the account of Lessee, and apply the proceeds of such sale, lease or sublease to pay the following items in the following order: (i) all cost and expenses of Lessor relating to the implementation of remedies under this Agreement as further provided herein, (ii) the applicable Purchase Price of the Equipment and (iii) the Rental Payments due during the Original Term or Renewal Term then in effect; and
- Take whatever action under the Uniform Commercial Code or under other law or in equity as may appear necessary or desirable to enforce its rights as the owner or secured creditor of the Equipment.

Lessee further agrees that Lessee shall pay to Lessor such further amounts as may be sufficient to reimburse Lessor fully for its costs and expenses as incurred as a result of Lessee's default including, without limitation, Lessor's costs and expenses in enforcing, or endeavoring to enforce, its rights and remedies under the Agreement or incident thereto, including without limitation and to the extent not prohibited by applicable law, the Lessor's reasonable attorney's fees and expenses for enforcing Lessee's obligations hereunder.

Section 13.03. No Remedy Exclusive. No remedy herein conferred upon or reserved to Lessor is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy give under this Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver hereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

ARTICLE XIV MISCELLANEOUS

Section 14.01. Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when delivered or mailed by registered mail, postage prepaid, to the parties at their respective places of business.

Section 14.02. Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon Lessor and Lessee and their respective successors and assigns.

Section 14.03. Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 14.04. Amendments. The terms of the Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written instrument signed by the Lessor and the Lessee.

Section 14.05. Execution in Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 14.06. Delayed Closing. In the event of a delayed closing, Lessor shall receive as additional compensation any amount that accrues between the Commencement Date and the Closing Date.

Section 14.07. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

Section 14.08. Captions. The captions or headings in this Agreement are for convenience only and do not define, limit or describe the scope or intent of any provisions of sections of this Agreement.

Section 14.09. Entire Agreement. This Agreement and the executed Exhibits attached hereto constitute the entire agreement between Lessor and Lessee. No waiver, consent, modification or change of terms of this Agreement shall bind either party unless in writing signed by both parties, and then such waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, representations or warranties, express or implied, not specified herein, regarding this Agreement or the equipment leased hereunder.

Section 14.10. Execution of Facsimile. In the interest of time, each party agrees that execution of signature pages of this Agreement by such party followed by transmission of such pages by facsimile/Telecopier/email will be legally binding upon such party. After each party has executed and transmitted such signature pages, each party agrees to execute hard copies of this Agreement and to promptly forward originals to the other party hereto.

Section 14.11. Correction of Documents. Lessee agrees to execute and deliver, or provide, as required by Lessor, any documents and information, from time to time, that may be necessary for the purpose of correcting any errors or omissions in this Lease or to reflect the true intent of Lessor in this transaction. All such documents and information must be satisfactory to Lessor.

Section 14.12. WAIVER OF JURY TRIAL. Lessee and Lessor hereby irrevocably waive any right to a jury trial with respect to any matter arising under or in connection with this Lease and agree that any dispute shall be determined by a court sitting without a jury.

Section 14.13. Performance Bonds. If requested by Lessor to facilitate payments to vendors in advance of delivery and acceptance, Lessee agrees to require the Equipment manufacturer, and all other contractors and/or subcontractors (collectively, "Contractors") with whom Lessee has contracted for the acquisition of the Equipment, to provide performance bond satisfactory to Lessor conditioned upon the construction of the Equipment as expeditiously as reasonably possible from the date of execution of such Lease and also conditioned upon delivery of possession of the Equipment to the Lessee free and clear of all liens and encumbrances, except the security interest granted to Lessor under the Lease-Purchase Agreement. Each such bond shall be in a form and with a surety acceptable to Lessor and shall name Lessor as a dual obligee. The Lessee shall proceed promptly to pursue diligently any remedies available against a Contractor that is in default under any agreement relating to the acquisition and construction of the Equipment and/or against each surety on any bond securing the performance of such Contractor's obligations with respect to the acquisition and construction of the Equipment. The Lessee and Lessor shall cause the net proceeds recovered by way of the foregoing to be applied, at Lessor's option, to (i) the completion of the Equipment, or (ii) the payment of all rent payments then due plus the then applicable Termination Balance. Any balance of net proceeds remaining after completion of Equipment construction or payment of the outstanding balance owed under the applicable Lease shall be paid promptly to Lessee.

Section 14.14. Time is of the Essence. Lessor and Lessee agree that time is of the essence of all provisions of each Lease entered into under this Agreement.

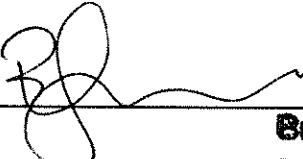
Any terms and conditions of any purchase order or other document submitted by Lessee in connection with this Agreement which are in addition to or inconsistent with the terms and conditions of this Agreement will not be binding on Lessor and will not apply to this Agreement. Lessee by the signature below of its authorized representative acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

IN WITNESS WHEREOF, Lessor has executed this Agreement in its corporate name and by its duly authorized officer, and Lessee has caused this Agreement to be executed in its corporate name and by its duly authorized officer. All of the above occurred as of the date first written below, this Agreement shall be binding on Lessee beginning on the date it is accepted and executed by Lessor.

LESSOR: Leasing 2, Inc.

Execute:

By:



Brad Meyers

Title:

President

Date:

4.16.21

LESSEE: City of Fowler

Execute:

By:

Wilma Quan

Title:

City Manager

Date:

CITY OF FOWLER
 WARRANTS LIST
 April 20, 2021

<u>ACCOUNTS PAYABLE CHECKS</u>	<u>CHECK NUMBERS</u>	<u>CHECK DATES</u>	<u>AMOUNT</u>
Regular checks	37690-37730	April 8 thru April 15	\$ 157,537.42
TOTAL ACCOUNTS PAYABLE CHECKS			\$ 157,537.42
<u>PAYROLL COSTS</u>			
First April Bi-Monthly Payroll		April 15, 2021	114,867.41
TOTAL PAYROLL COSTS			\$ 114,867.41
TOTAL CASH DISBURSEMENTS			\$ 272,404.83

NOTE:
 Check #37697 Void check carry over to check #37698
 Check #37710 Void check
 Check #37729 Void check

ITEM

7A

SUPERION
 DATE: 04/15/2021
 TIME: 17:09:43

CITY OF FOWLER
 CHECK REGISTER - DISBURSEMENT FUND

PAGE NUMBER: 1
 ACCTPAZ1

SELECTION CRITERIA: transact.check_no between '37690' and '37730'
 ACCOUNTING PERIOD: 10/21

FUND - 100 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DEPT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1001	37690	04/08/21	11760	FRESNO COUNTY SHERIFFS	0 6120	SERVICES	0.00	77.06
1001	37690	04/08/21	11760	FRESNO COUNTY SHERIFFS	0 6120	SERVICES	0.00	8,525.95
	TOTAL CHECK						0.00	8,603.01
1001	37691	04/08/21	14306	ACCOUNTEMPS	5000	SERVICES	0.00	136.31
1001	37691	04/08/21	14306	ACCOUNTEMPS	5000	SERVICES	0.00	260.85
1001	37691	04/08/21	14306	ACCOUNTEMPS	6030	SERVICES	0.00	408.92
1001	37691	04/08/21	14306	ACCOUNTEMPS	6030	SERVICES	0.00	782.55
	TOTAL CHECK						0.00	1,588.63
1001	37692	04/08/21	14328	ANNA'S RESTAURANT	6700	SERVICES	0.00	480.00
1001	37693	04/08/21	10026	BCT CONSULTING	6120	SERVICES	0.00	11.87
1001	37693	04/08/21	10026	BCT CONSULTING	5000	SERVICES	0.00	15.83
1001	37693	04/08/21	10026	BCT CONSULTING	6020	SERVICES	0.00	19.79
1001	37693	04/08/21	10026	BCT CONSULTING	6030	SERVICES	0.00	31.66
1001	37693	04/08/21	10026	BCT CONSULTING	6120	SERVICES	0.00	180.75
1001	37693	04/08/21	10026	BCT CONSULTING	6120	SERVICES	0.00	201.53
1001	37693	04/08/21	10026	BCT CONSULTING	5000	SERVICES	0.00	225.00
1001	37693	04/08/21	10026	BCT CONSULTING	5000	SERVICES	0.00	241.00
1001	37693	04/08/21	10026	BCT CONSULTING	5000	SERVICES	0.00	268.70
1001	37693	04/08/21	10026	BCT CONSULTING	5000	SERVICES	0.00	300.00
1001	37693	04/08/21	10026	BCT CONSULTING	6020	SERVICES	0.00	301.25
1001	37693	04/08/21	10026	BCT CONSULTING	6120	SERVICES	0.00	335.11
1001	37693	04/08/21	10026	BCT CONSULTING	6020	SERVICES	0.00	335.88
1001	37693	04/08/21	10026	BCT CONSULTING	5000	SERVICES	0.00	375.00
1001	37693	04/08/21	10026	BCT CONSULTING	5000	SERVICES	0.00	446.81
1001	37693	04/08/21	10026	BCT CONSULTING	6030	SERVICES	0.00	482.00
1001	37693	04/08/21	10026	BCT CONSULTING	6030	SERVICES	0.00	537.40
1001	37693	04/08/21	10026	BCT CONSULTING	6020	SERVICES	0.00	558.52
1001	37693	04/08/21	10026	BCT CONSULTING	6030	SERVICES	0.00	600.00
1001	37693	04/08/21	10026	BCT CONSULTING	6030	SERVICES	0.00	893.63
	TOTAL CHECK						0.00	6,361.73
1001	37694	04/08/21	10064	COLONIAL LIFE INSURANCE	100	SERVICES	0.00	120.54
1001	37694	04/08/21	10064	COLONIAL LIFE INSURANCE	100	SERVICES	0.00	183.36
	TOTAL CHECK						0.00	303.90
1001	37695	04/08/21	11226	COMMUNITY MEDICAL CENTER	6120	SERVICES	0.00	175.00
1001	37696	04/08/21	14322	DEVIKA INC DBA DENNY'S	6700	SERVICES	0.00	496.00
1001	37698	04/08/21	14245	FOWLER ACE HARDWARE	6200	FINANCE CHARGE	0.00	0.87
1001	37698	04/08/21	14245	FOWLER ACE HARDWARE	6200	SERVICES	0.00	2.16
1001	37698	04/08/21	14245	FOWLER ACE HARDWARE	6200	SERVICES	0.00	2.17
1001	37698	04/08/21	14245	FOWLER ACE HARDWARE	6200	SERVICES	0.00	3.26
1001	37698	04/08/21	14245	FOWLER ACE HARDWARE	6200	SERVICES	0.00	4.35
1001	37698	04/08/21	14245	FOWLER ACE HARDWARE	6200	SERVICES	0.00	5.22
1001	37698	04/08/21	14245	FOWLER ACE HARDWARE	6200	SERVICES	0.00	6.53
1001	37698	04/08/21	14245	FOWLER ACE HARDWARE	6200	SERVICES	0.00	6.53
1001	37698	04/08/21	14245	FOWLER ACE HARDWARE	6200	SERVICES	0.00	6.93
1001	37698	04/08/21	14245	FOWLER ACE HARDWARE	6200	SERVICES	0.00	8.71

SELECTION CRITERIA: transact.check_no between '37690' and '37730'
 ACCOUNTING PERIOD: 10/21

FUND - 100 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DEPT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1001	37698	04/08/21	14245	FOWLER ACE HARDWARE	6200	SERVICES	0.00	8.71
1001	37698	04/08/21	14245	FOWLER ACE HARDWARE	6200	SERVICES	0.00	9.12
1001	37698	04/08/21	14245	FOWLER ACE HARDWARE	6200	SERVICES	0.00	9.36
1001	37698	04/08/21	14245	FOWLER ACE HARDWARE	6200	SERVICES	0.00	11.88
1001	37698	04/08/21	14245	FOWLER ACE HARDWARE	6200	SERVICES	0.00	12.49
1001	37698	04/08/21	14245	FOWLER ACE HARDWARE	6200	SERVICES	0.00	17.43
1001	37698	04/08/21	14245	FOWLER ACE HARDWARE	6200	SERVICES	0.00	17.69
1001	37698	04/08/21	14245	FOWLER ACE HARDWARE	6200	SERVICES	0.00	19.76
1001	37698	04/08/21	14245	FOWLER ACE HARDWARE	6200	SERVICES	0.00	26.49
1001	37698	04/08/21	14245	FOWLER ACE HARDWARE	6200	SERVICES	0.00	27.37
1001	37698	04/08/21	14245	FOWLER ACE HARDWARE	6200	SERVICES	0.00	27.68
1001	37698	04/08/21	14245	FOWLER ACE HARDWARE	6200	SERVICES	0.00	34.78
1001	37698	04/08/21	14245	FOWLER ACE HARDWARE	6200	SERVICES	0.00	38.09
1001	37698	04/08/21	14245	FOWLER ACE HARDWARE	6200	SERVICES	0.00	40.97
1001	37698	04/08/21	14245	FOWLER ACE HARDWARE	6200	SERVICES	0.00	41.39
1001	37698	04/08/21	14245	FOWLER ACE HARDWARE	6200	SERVICES	0.00	41.68
1001	37698	04/08/21	14245	FOWLER ACE HARDWARE	6200	SERVICES	0.00	49.71
1001	37698	04/08/21	14245	FOWLER ACE HARDWARE	6200	SERVICES	0.00	69.72
1001	37698	04/08/21	14245	FOWLER ACE HARDWARE	6200	SERVICES	0.00	103.49
1001	37698	04/08/21	14245	FOWLER ACE HARDWARE	6200	SERVICES	0.00	117.17
1001	37698	04/08/21	14245	FOWLER ACE HARDWARE	6200	SERVICES	0.00	771.71
TOTAL CHECK								
1001	37699	04/08/21	14246	FOWLER ACE HARDWARE	6020	SERVICES	0.00	15.43
1001	37699	04/08/21	14246	FOWLER ACE HARDWARE	6020	SERVICES	0.00	16.34
TOTAL CHECK								31.77
1001	37700	04/08/21	14247	FOWLER ACE HARDWARE	5000	SERVICES	0.00	2.58
1001	37700	04/08/21	14247	FOWLER ACE HARDWARE	5000	SERVICES	0.00	2.88
1001	37700	04/08/21	14247	FOWLER ACE HARDWARE	5000	SERVICES	0.00	2.94
1001	37700	04/08/21	14247	FOWLER ACE HARDWARE	5000	SERVICES	0.00	4.89
1001	37700	04/08/21	14247	FOWLER ACE HARDWARE	5000	SERVICES	0.00	6.08
1001	37700	04/08/21	14247	FOWLER ACE HARDWARE	5000	SERVICES	0.00	7.62
1001	37700	04/08/21	14247	FOWLER ACE HARDWARE	5000	SERVICES	0.00	9.12
1001	37700	04/08/21	14247	FOWLER ACE HARDWARE	5000	SERVICES	0.00	11.44
1001	37700	04/08/21	14247	FOWLER ACE HARDWARE	5000	SERVICES	0.00	13.04
1001	37700	04/08/21	14247	FOWLER ACE HARDWARE	5000	SERVICES	0.00	13.06
1001	37700	04/08/21	14247	FOWLER ACE HARDWARE	5000	SERVICES	0.00	16.54
1001	37700	04/08/21	14247	FOWLER ACE HARDWARE	5000	SERVICES	0.00	21.78
1001	37700	04/08/21	14247	FOWLER ACE HARDWARE	5000	SERVICES	0.00	22.31
1001	37700	04/08/21	14247	FOWLER ACE HARDWARE	5000	SERVICES	0.00	24.91
1001	37700	04/08/21	14247	FOWLER ACE HARDWARE	5000	SERVICES	0.00	30.49
1001	37700	04/08/21	14247	FOWLER ACE HARDWARE	5000	SERVICES	0.00	37.04
TOTAL CHECK								226.72
1001	37701	04/08/21	14248	FOWLER ACE HARDWARE	6260	SERVICES	0.00	1.62
1001	37701	04/08/21	14248	FOWLER ACE HARDWARE	6260	SERVICES	0.00	1.95
1001	37701	04/08/21	14248	FOWLER ACE HARDWARE	6260	SERVICES	0.00	2.60
1001	37701	04/08/21	14248	FOWLER ACE HARDWARE	6130	SERVICES	0.00	5.10
1001	37701	04/08/21	14248	FOWLER ACE HARDWARE	6130	SERVICES	0.00	5.43
1001	37701	04/08/21	14248	FOWLER ACE HARDWARE	6130	SERVICES	0.00	8.05
1001	37701	04/08/21	14248	FOWLER ACE HARDWARE	6130	SERVICES	0.00	9.12
1001	37701	04/08/21	14248	FOWLER ACE HARDWARE	6130	SERVICES	0.00	9.12

SUPERIOR
DATE: 04/15/2021
TIME: 17:09:43

PAGE NUMBER: 3
ACCTPAZ1

CITY OF FOWLER
CHECK REGISTER - DISBURSEMENT FUND

SELECTION CRITERIA: transact.check_no between '37690' and '37730'
ACCOUNTING PERIOD: 10/21

FUND - 100 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DEPT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1001	37701	04/08/21	14248	FOWLER ACE HARDWARE	6260	SERVICES	0.00	18.26
1001	37701	04/08/21	14248	FOWLER ACE HARDWARE	6260	SERVICES	0.00	18.51
1001	37701	04/08/21	14248	FOWLER ACE HARDWARE	6130	SERVICES	0.00	19.69
1001	37701	04/08/21	14248	FOWLER ACE HARDWARE	6260	SERVICES	0.00	20.20
1001	37701	04/08/21	14248	FOWLER ACE HARDWARE	6130	SERVICES	0.00	79.53
1001	37701	04/08/21	14248	FOWLER ACE HARDWARE	6130	SERVICES	0.00	132.46
1001	37701	04/08/21	14248	FOWLER ACE HARDWARE	6130	SERVICES	0.00	331.64
TOTAL CHECK								
1001	37702	04/08/21	14250	FOWLER ACE HARDWARE	6270	FINAGNE CHARGE	0.00	0.28
1001	37703	04/08/21	14397	FOWLER DONUTS	6700	SERVICES	0.00	304.50
1001	37704	04/08/21	10854	FRESNO CITY COLLEGE	6120	SERVICES	0.00	306.00
1001	37705	04/08/21	10141	H & H TIRE SERVICES #3,	6120	SERVICES	0.00	20.00
1001	37706	04/08/21	10145	HINDERLITER, DELLAMAS &	6030	SERVICES	0.00	300.00
1001	37706	04/08/21	10145	HINDERLITER, DELLAMAS &	6030	SERVICES	0.00	1,118.52
TOTAL CHECK								1,418.52
1001	37707	04/08/21	14259	IMAGESOURCE	6150	SERVICES	0.00	115.11
1001	37707	04/08/21	14259	IMAGESOURCE	6700	SERVICES	0.00	345.33
TOTAL CHECK								460.44
1001	37708	04/08/21	11142	JOCYS RESTAURANT	6700	SERVICES	0.00	992.00
1001	37709	04/08/21	10153	J'S COMMUNICATIONS, INC	6120	SERVICES	0.00	276.42
1001	37710	04/08/21	14069	KARL KULOW	6120	SERVICES	0.00	250.00
1001	37710 v	04/08/21	14069	KARL KULOW	6120	SERVICES	0.00	-250.00
TOTAL CHECK								0.00
1001	37711	04/08/21	13496	KEENAN & ASSOCIATES	8500	SERVICES	0.00	107.12
1001	37711	04/08/21	13496	KEENAN & ASSOCIATES	6020	SERVICES	0.00	351.24
1001	37711	04/08/21	13496	KEENAN & ASSOCIATES	6150	SERVICES	0.00	351.24
1001	37711	04/08/21	13496	KEENAN & ASSOCIATES	6025	SERVICES	0.00	386.37
1001	37711	04/08/21	13496	KEENAN & ASSOCIATES	6030	SERVICES	0.00	503.99
1001	37711	04/08/21	13496	KEENAN & ASSOCIATES	6400	SERVICES	0.00	719.99
1001	37711	04/08/21	13496	KEENAN & ASSOCIATES	6700	SERVICES	0.00	719.99
1001	37711	04/08/21	13496	KEENAN & ASSOCIATES	100	SERVICES	0.00	2,057.49
1001	37711	04/08/21	13496	KEENAN & ASSOCIATES	5000	SERVICES	0.00	4,190.71
1001	37711	04/08/21	13496	KEENAN & ASSOCIATES	6200	SERVICES	0.00	6,748.41
1001	37711	04/08/21	13496	KEENAN & ASSOCIATES	6200	SERVICES	0.00	11,404.62
1001	37711	04/08/21	13496	KEENAN & ASSOCIATES	6120	SERVICES	0.00	27,541.17
TOTAL CHECK								250.00
1001	37712	04/08/21	10825	MIRANDA, JOSEPH	6120	SERVICES	0.00	250.00
1001	37713	04/08/21	14428	NAVIA BENEFIT SOLUTIONS	6020	SERVICES	0.00	35.00
1001	37714	04/08/21	10237	P G & E - SACRAMENTO	5000	SERVICES	0.00	9.53
1001	37714	04/08/21	10237	P G & E - SACRAMENTO	6200	SERVICES	0.00	9.54
1001	37714	04/08/21	10237	P G & E - SACRAMENTO	2250	SERVICES	0.00	34.78

SUPERION
DATE: 04/15/2021
TIME: 17:09:43

CITY OF FOWLER
CHECK REGISTER - DISBURSEMENT FUND

PAGE NUMBER: 4
ACCTPAZ1

SELECTION CRITERIA: transact.check_no between '37690' and '37730'
ACCOUNTING PERIOD: 10/21

FUND - 100 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DEPT	DESCRIPTION	SALES TAX	AMOUNT
1001	37714	04/08/21	10237	P G & E - SACRAMENTO	6200	SERVICES	0.00	36.39
1001	37714	04/08/21	10237	P G & E - SACRAMENTO	6200	SERVICES	0.00	58.59
1001	37714	04/08/21	10237	P G & E - SACRAMENTO	2250	SERVICES	0.00	73.58
1001	37714	04/08/21	10237	P G & E - SACRAMENTO	2250	SERVICES	0.00	111.91
1001	37714	04/08/21	10237	P G & E - SACRAMENTO	6130	SERVICES	0.00	116.04
1001	37714	04/08/21	10237	P G & E - SACRAMENTO	6200	SERVICES	0.00	154.01
1001	37714	04/08/21	10237	P G & E - SACRAMENTO	6200	SERVICES	0.00	164.25
1001	37714	04/08/21	10237	P G & E - SACRAMENTO	2250	SERVICES	0.00	165.37
1001	37714	04/08/21	10237	P G & E - SACRAMENTO	5000	SERVICES	0.00	370.00
1001	37714	04/08/21	10237	P G & E - SACRAMENTO	2250	SERVICES	0.00	449.34
1001	37714	04/08/21	10237	P G & E - SACRAMENTO	6700	SERVICES	0.00	465.43
1001	37714	04/08/21	10237	P G & E - SACRAMENTO	5000	SERVICES	0.00	1,814.35
1001	37714	04/08/21	10237	P G & E - SACRAMENTO	2250	SERVICES	0.00	1,926.03
1001	37714	04/08/21	10237	P G & E - SACRAMENTO	6200	SERVICES	0.00	2,417.99
1001	37714	04/08/21	10237	P G & E - SACRAMENTO	5000	SERVICES	0.00	3,407.67
1001	37714	04/08/21	10237	P G & E - SACRAMENTO	5000	SERVICES	0.00	4,291.24
1001	37714	04/08/21	10237	P G & E - SACRAMENTO	5000	SERVICES	0.00	5,499.84
1001	37714	04/08/21	10237	P G & E - SACRAMENTO	2250	SERVICES	0.00	21,575.88
TOTAL CHECK								
1001	37715	04/08/21	13655	PROVOST & PRITCHARD	6150	SPR 20-10	0.00	170.90
1001	37715	04/08/21	13655	PROVOST & PRITCHARD	6150	TRACT 6274	0.00	275.10
1001	37715	04/08/21	13655	PROVOST & PRITCHARD	6150	MARIBELLA	0.00	690.90
1001	37715	04/08/21	13655	PROVOST & PRITCHARD	6150	SERVICES	0.00	695.00
1001	37715	04/08/21	13655	PROVOST & PRITCHARD	6150	SPR 20-08	0.00	904.20
1001	37715	04/08/21	13655	PROVOST & PRITCHARD	6150	SERVICES	0.00	9,299.60
1001	37715	04/08/21	13655	PROVOST & PRITCHARD	6150	SERVICES	0.00	12,083.60
TOTAL CHECK								24,119.30
1001	37716	04/08/21	10251	R & R AUTO REPAIR SHOP	6120	SERVICES	0.00	47.10
1001	37716	04/08/21	10251	R & R AUTO REPAIR SHOP	6120	SERVICES	0.00	47.10
1001	37716	04/08/21	10251	R & R AUTO REPAIR SHOP	6120	SERVICES	0.00	66.77
1001	37716	04/08/21	10251	R & R AUTO REPAIR SHOP	6120	SERVICES	0.00	177.08
TOTAL CHECK								187.29
1001	37717	04/08/21	10288	SMART & FINAL	6700	SUPPLIES	0.00	525.34
1001	37717	04/08/21	10288	SMART & FINAL	6700	SUPPLIES	0.00	191.14
1001	37718	04/08/21	13647	SUN LIFE FINANCIAL	8500	SERVICES	0.00	3.31
1001	37718	04/08/21	13647	SUN LIFE FINANCIAL	6150	SERVICES	0.00	33.18
1001	37718	04/08/21	13647	SUN LIFE FINANCIAL	6400	SERVICES	0.00	33.18
1001	37718	04/08/21	13647	SUN LIFE FINANCIAL	6030	SERVICES	0.00	33.18
1001	37718	04/08/21	13647	SUN LIFE FINANCIAL	6030	SERVICES	0.00	39.82
1001	37718	04/08/21	13647	SUN LIFE FINANCIAL	6020	SERVICES	0.00	99.54
1001	37718	04/08/21	13647	SUN LIFE FINANCIAL	6160	SERVICES	0.00	127.88
1001	37718	04/08/21	13647	SUN LIFE FINANCIAL	5000	SERVICES	0.00	159.25
1001	37718	04/08/21	13647	SUN LIFE FINANCIAL	6200	SERVICES	0.00	434.64
1001	37718	04/08/21	13647	SUN LIFE FINANCIAL	6120	SERVICES	0.00	769.74
1001	37718	04/08/21	13647	SUN LIFE FINANCIAL	100	SERVICES	0.00	1,213.20
TOTAL CHECK								2,946.92
1001	37719	04/08/21	13728	SUPERION	6030	SERVICES	0.00	1,440.00

SUPERIOR
DATE: 04/15/2021
TIME: 17:09:43

PAGE NUMBER: 5
ACCTPAZ1

CITY OF FOWLER
CHECK REGISTER - DISBURSEMENT FUND

SELECTION CRITERIA: transact.check_no between '37690' and '37730'
ACCOUNTING PERIOD: 10/21

FUND - 100 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DEPT	DESCRIPTION	SALES TAX	AMOUNT
1001	37720	04/08/21	10725	VERIZON WIRELESS	6160	SERVICES	0.00	60.71
1001	37720	04/08/21	10725	VERIZON WIRELESS	6020	SERVICES	0.00	593.28
TOTAL CHECK							0.00	653.99
1001	37721	04/08/21	11335	VISION SERVICE PLAN - (C 8500		SERVICES	0.00	1.97
1001	37721	04/08/21	11335	VISION SERVICE PLAN - (C 6400		SERVICES	0.00	9.85
1001	37721	04/08/21	11335	VISION SERVICE PLAN - (C 6700		SERVICES	0.00	9.85
1001	37721	04/08/21	11335	VISION SERVICE PLAN - (C 6025		SERVICES	0.00	10.83
1001	37721	04/08/21	11335	VISION SERVICE PLAN - (C 6030		SERVICES	0.00	11.81
1001	37721	04/08/21	11335	VISION SERVICE PLAN - (C 6160		SERVICES	0.00	19.70
1001	37721	04/08/21	11335	VISION SERVICE PLAN - (C 6020		SERVICES	0.00	29.53
1001	37721	04/08/21	11335	VISION SERVICE PLAN - (C 5000		SERVICES	0.00	93.53
1001	37721	04/08/21	11335	VISION SERVICE PLAN - (C 6200		SERVICES	0.00	127.99
1001	37721	04/08/21	11335	VISION SERVICE PLAN - (C 6120		SERVICES	0.00	196.91
1001	37721	04/08/21	11335	VISION SERVICE PLAN - (C 100		SERVICES	0.00	246.95
TOTAL CHECK							0.00	758.92
1001	37722	04/09/21	10056	CITY OF FOWLER TREASURER 2500		POSTAGE	0.00	7.50
1001	37722	04/09/21	10056	CITY OF FOWLER TREASURER 6150		POSTAGE	0.00	7.75
1001	37722	04/09/21	10056	CITY OF FOWLER TREASURER 6270		FOOD	0.00	13.95
1001	37722	04/09/21	10056	CITY OF FOWLER TREASURER 2500		NOTARY	0.00	15.00
1001	37722	04/09/21	10056	CITY OF FOWLER TREASURER 2500		NOTARY	0.00	15.00
1001	37722	04/09/21	10056	CITY OF FOWLER TREASURER 6010		WATER	0.00	20.40
1001	37722	04/09/21	10056	CITY OF FOWLER TREASURER 6010		SUPPLIES	0.00	24.69
1001	37722	04/09/21	10056	CITY OF FOWLER TREASURER 6030		NOTARY	0.00	30.00
1001	37722	04/09/21	10056	CITY OF FOWLER TREASURER 6030		NOTARY	0.00	30.00
1001	37722	04/09/21	10056	CITY OF FOWLER TREASURER 6120		NOTARY	0.00	30.00
1001	37722	04/09/21	10056	CITY OF FOWLER TREASURER 2500		NOTARY	0.00	30.00
1001	37722	04/09/21	10056	CITY OF FOWLER TREASURER 6030		NOTARY	0.00	45.00
TOTAL CHECK							0.00	269.29
1001	37723	04/09/21	14436	JTS TRUCK REPAIR	6260	REPAIR 93 FORD	0.00	3,953.66
1001	37724	04/14/21	10194	LOZANO SMITH	6060	LEGAL SERVICES	0.00	1,972.40
1001	37725	04/14/21	13655	PROVOST & PRITCHARD	6150	SERVICES	0.00	12,432.00
1001	37726	04/14/21	14194	VINCENT JIMENEZ	6120	PER DIEM ICI COURSE	0.00	250.00
1001	37727	04/15/21	14433	PRICE PAIGE & COMPANY	5000	ACCOUNTING SERVICES	0.00	6,368.25
1001	37727	04/15/21	14433	PRICE PAIGE & COMPANY	6030	ACCOUNTING SERVICES	0.00	19,104.75
TOTAL CHECK							0.00	25,473.00
1001	37728	04/15/21	13655	PROVOST & PRITCHARD	6150	PLANNING SERVICES	0.00	9,413.50
1001	37730	04/15/21	10251	R & R AUTO REPAIR SHOP	6260	AUTO MAINTENANCE	0.00	25.91
1001	37730	04/15/21	10251	R & R AUTO REPAIR SHOP	5000	AUTO MAINTENANCE	0.00	25.91
1001	37730	04/15/21	10251	R & R AUTO REPAIR SHOP	6200	AUTO MAINTENANCE	0.00	142.26
1001	37730	04/15/21	10251	R & R AUTO REPAIR SHOP	5000	AUTO MAINTENANCE	0.00	393.56
TOTAL CHECK							0.00	587.64
TOTAL CASH ACCOUNT							0.00	157,537.42

SUPERION
DATE: 04/15/2021
TIME: 17:09:43

CITY OF FOWLER
CHECK REGISTER - DISBURSEMENT FUND

PAGE NUMBER: 6
ACCTPAZ1

SELECTION CRITERIA: transact.check_no between '37690' and '37730'
ACCOUNTING PERIOD: 10/21

FUND - 100 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DEPT	-----DESCRIPTION-----	SALES TAX	AMOUNT
							0.00	157,537.42
							0.00	157,537.42

TOTAL FUND

TOTAL REPORT

**MINUTES OF THE FOWLER CITY COUNCIL
SPECIAL MEETING
APRIL 6, 2021**

Mayor Cardenas called the meeting to order at 6:02 p. m. Roll call was taken.

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

City Staff Present: City Manager Quan, City Attorney Cross

PUBLIC PRESENTATIONS

Mr. Richard Wadda, of Station 48 Taproom, proposed purchasing the old fire station property. Per the City's request, Mr. Wadda had an engineering study done, an asbestos test, and a design study done for the interior and exterior of the building. Mr. Wadda stated the taproom will have a family environment and will be a great location for meetings and events. He also reported they have full funding for the revamping of the building and equipment. Plans for the second floor after it is renovated are affordable apartments.

There were no other public presentations.

CLOSED SESSION

City Attorney Cross noted the Deputy City Clerk's posting of the agenda certification needs to be updated to Thursday, April 1, 2021.

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

- ◆ Pursuant to Government Code Section 54956.8 – Conference with Real Property Negotiator
Property: Old Fire Station property at 127 S. 6th Street
Agency Negotiator: City Manager
Negotiating Parties: Richard Wadda and Abdallah Qawadri
Under Negotiation: Price and terms of sale or lease

Mayor Cardenas stated he owns real property within 1,000 feet of the real property being discussed and would recuse himself from the discussion of this item in closed session.

Mayor Cardenas left the closed session at 6:40 p.m. before the discussion of the real property closed session item commenced.

No reportable action taken.

- ◆ Government Code Section 54957
Public Employees Appointment/Employment
Title: Community Development Director

The Council, on a motion by Parra, seconded by Rodriguez, and approved 5-0, approved the City Manager's recommendation to appoint Thomas Gaffery as the City's Community Development Director, and placement at Step E of the City's Salary Schedule (monthly salary of \$9,315.03; annual salary \$111,780.36).

This item was discussed and considered first by the Council.

The meeting reconvened to open session at 7:11 p.m.

ADJOURNMENT

Having no further business, the meeting adjourned at 7:10 p.m.

MINUTES OF THE FOWLER CITY COUNCIL MEETING
April 6, 2021

Mayor Cardenas called the meeting to order at 7:11 p. m. Roll call was taken.

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

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

PUBLIC PRESENTATIONS

Fowler resident, Steve Barela, expressed his concerns regarding City Hall and council chambers being closed to the public. Mayor Cardenas stated this is being looked into and will be addressed soon. Mr. Barela also recommended a new sound system for council meetings.

COMMUNICATIONS

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

UHC staff members: Justin Preas, David Phillips, Brian Petree were present to accept on behalf of United Health Center. Mr. Peetre mentioned a large drive-thru vaccination event will be held, Saturday, April 17, 2021.

STAFF REPORTS

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

City Planner Marple shared the audit report and audit report outlines with the council. Last year the city was awarded \$160,000 from SB2 grant. Funds were used to purchase a new server, update permit tracking system, and to update zoning code. The last comprehensive zoning code update was done in 2009. The audit report serves as a road map and highlights areas needing improvement.

Ms. Marple explained the updated zoning code would be consistent with the general plan policies that exist now and the general plan update. It would also be consistent with state and legislative updates; as well as improve the organization, streamline the permit process, and reflect the current city practice. The audit report addresses code usability and accessibility; the existing permitting process and administration of those processes; the different zone districts; general development regulations; specific use regulations; and compliance with state and federal law as well as making it more user friendly.

Ms. Marple stated the recommendations are to establish the zone districts that are called out in the general plan, but not in the zone ordinance and make those consistent. Staff would also

review and amend the allowed use listing. Economic development elements will be incorporated into the ordinance as well. Staff is currently drafting the code and expects to have an administrative draft completed this summer, a public review draft in early fall, and brought back to council for final adoption in December of this year.

Ms. Marple reported the item was taken to the Planning Commission March meeting; they did have some concerns about the minor and major conditional use process as well as tiny home villages. Staff is looking into proposing a consistent zone district to be able to facilitate a smaller lot development. Currently our zoning code doesn't allow us to create a lot smaller than 5,000 sq. ft.; it's been difficult for staff to implement the general plan densities that are outlined. Staff is looking at proposing in certain areas of the city allowing a consistent zone district to be able to facilitate a smaller lot development and getting higher density uses and meeting the general plan densities.

City Planner Marple reported staff has been contacting a list of stakeholders for interviews. Staff would like to learn what their experience has been navigating the existing zoning codes to be sure any challenges are addressed. Staff is meeting with developers as well to get their input.

Mayor Cardenas asked the council if they had any questions for City Planner Marple in regard to her report. Councilmember Kazarian agreed this is long overdue and appreciates the work on the streamline process to be able to compete with our neighbors to the north. Councilmember Mejia inquired if the tiny homes would meet the higher density areas we're trying to fill. Ms. Marple stated as part of the general plan update there are some areas in the city that will have a higher density designation and we have to be able to facilitate that through the zoning ordinance. By creating a new zone district it will be easier to implement the general plan densities. The tiny home concept could be a way to facilitate those densities. Ms. Marple introduced her colleagues, Sarah Allinder and Wyatt Czeshinski, who are working on the project with her.

Ms. Marple briefed the council regarding the CDBG program meeting with Fresno County on March 20, 2021. Staff is working with the county. Our annual allocation for the Fiscal Year 2021-22 was \$51,438 which is combined with left over money from previous allocations for a total of \$59,819. There is an available advancement of \$48,000 as well. This money has helped pay for building the Panzak Park bathrooms. This will all help pay down the over-run. The remaining amount owed will be just under \$100,000 using the advancement amount and available funding for this fiscal year.

CITY ENGINEER'S REPORT

City Engineer Dave Peters reported bids were opened today for the Adams' Ave. project. Six bids were received. The low bid was \$1.2 million from Don Berry Construction. Will bring back soon to the council for consideration.

CITY ATTORNEY'S REPORT

City Attorney Cross reported on the special meeting items. Pursuant to government code section 54957: public employee-appointment, Community Development Director.

Councilmember Parra made a motion to approve; seconded by Mayor Pro-Tem Rodriguez. Approved unanimously 5 – 0. The council authorized City Manager to hire and appoint Thomas Gaffery as the new Community Development Director of the City of Fowler and authorized to begin at the E step in the city’s salary schedule, which is approximately \$117,000 annually with a \$500 per month car allowance consistent with other directors.

Mr. Cross also reported there was no action taken on the real property item regarding the old fire station property at 127 S. 6th Street. Direction was given to staff, but there was no action taken.

City Attorney Cross noted the Deputy City Clerk’s posting of the agenda certification needs to be updated to Thursday, April 1, 2021.

CITY MANAGER’S REPORT

City Manager Quan thanked the Council for their support in bringing in Mr. Gaffery as the Community Development Director. He will be working on items that need be rectified immediately, such as: impact fees, entitlement fees, and Provost & Pritchard’s contract. Councilmember Kazarian noted the Community Development Director position is not a new position, but a vacant position.

Ms. Quan reported the Finance Director recruitment closed on March 26. We received over 25 applications; the current Finance Director and other internal staff reviewed the applications and chose 4 candidates to be interviewed on April 14. Ms. Quan would like to bring the final candidate(s) to Council in a closed session meeting on April 20. City Manager Quan also welcomed new Deputy City Clerk, Vasquez, as this is her first council meeting.

City Manager Quan reported staff started holding quarterly meetings with Fowler Unified’s Superintendent and Assistant Superintendent. Ms. Quan also reported staff met with CalTrans District 6 staff a few weeks ago and will continue to meet every other month; working with them for grant opportunities, freeway interchanges, and homelessness on the freeways.

COVID-19 Update

Ms. Quan reported the City is currently at 977 total positive cases. As of April 1, fifty years of age and older, vaccines are available. Beginning April 15, those 16 and older can get the Pfizer vaccine. We are working with the Fresno County Department of Health as they would like to have a permanent vaccine site in Fowler. Staff is working on identifying potential sites.

PUBLIC WORKS REPORT

Public Works Director Dominguez reported unfortunately the City of Fowler wasn’t chosen for the water smart program grant through the Bureau of Reclamation. Mr. Dominguez will continue to look for other opportunities. Director Dominguez announced the parks were open on Easter weekend; families were enjoying themselves. Lastly, the sidewalk repair program is in full effect. The program was launched last summer and is relatively inexpensive; property owners provide the materials and the city provides the labor. Councilmember Kazarian inquired about

tree removal issues when repairing the sidewalks. Mr. Dominguez stated staff has an arborist review any possible tree removal issues.

FINANCE DIRECTOR'S REPORT

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.

City Manager Quan reported the city's financial statements have not been reconciled or audited since fiscal year 2018. We've left a lot on the table; most notable is the over \$500,000 of TDA monies at Fresno COG. The benefit of getting someone in to do our books right away is we get to recoup that money very quickly which is a great return on investment. It will be \$80,000 for FY 2018-19 and we anticipate the work will be done by the end of May 2021.

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

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

POLICE DEPARTMENT REPORT

Police Chief Alcaraz announced a virtual business watch forum will take place for corporate businesses owners based on some concerning trends the department has been notified of recently. Civilian groups have been targeting corporate business owners with the hopes of trying to elicit a response from their employees to maybe ensue some civil litigation to that corporation. Chief Alcaraz reported these trends are not only increasing in our city, but all over the state. This forum will be used as an educational tool to maintain safety within the City of Fowler. Chief Alcaraz will notify council when the date has been set.

FIRE DEPARTMENT REPORT

Fire Chief Lopez provided information on year to date call statistics and trainings. Councilmember Kazarian verified any calls related to COVID-19 would fall under the medical category. Chief Lopez stated COVID-19 calls are on the down trend.

CONSENT CALENDAR

The consent calendar consisted of: 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) Grand Program Funds”

Mayor Cardenas inquired on the Fowler Ace Hardware finance charges. Chief Lopez explained the charges were split up into different departments for better tracking. Chief Lopez reported he will look into this further.

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

COMMITTEE REPORTS

Mayor Pro-Tem Rodriguez thanked the Rec Committee for the fantastic job they did organizing the Easter Egg Scavenger Hunt event; it was a huge success. It was well coordinated and well attended. The 16 participating organizations did a great job. Councilmember Mejia echoed Mayor Pro-Tem Rodriguez’s comments. Councilmember Mejia went on to say the event was over-due, well received, and much needed for our city.

Councilmember Kazarian recommended staff consider looking into Zoom or another platform for council meetings for better audio/visual and easier access for public participation. City Manager Quan stated American Rescue Funds can possibly be used for this upgrade and will look into this further.

Councilmember Mejia reported he is working with Travis Feaver of Young Life and Chief Alcaraz to organize a graffiti clean-up community event. More details to come.

Councilmember Parra also thanked the Rec Committee for the amazing Easter Egg Scavenger Hunt. He also announced on April 15, 2021 there will be a South San Joaquin Valley League of Cities meeting via Zoom at 6:00 p.m. to discuss the American Rescue Plan. All are welcome to participate. City Manager Quan will share the link with the rest of the council members.

Mayor Cardenas reported he, City Manager Quan, Chief Alcaraz, and Councilmember Parra met with Congressman David Valadao this morning. The Congressman came to visit to learn more about the city’s needs. Staff expressed the areas needing assistance. It was a positive meeting. Mayor Cardenas complimented the Rec Committee, all of the volunteers, and Councilmember Mejia for the outstanding Easter Egg event as well.

ADJOURNMENT

Having no further business, Councilmember Kazarian made a motion, seconded by Councilmember Parra to adjourn. The motion carried and the meeting adjourned at 8:25 p.m.