

**FOWLER CITY COUNCIL MEETING  
AGENDA  
TUESDAY, AUGUST 3, 2021  
7:00 P.M.  
CITY COUNCIL CHAMBER  
128 SOUTH 5TH STREET  
FOWLER, CA 93625**

In compliance with the Americans with Disabilities Act, if you need assistance or accommodations to access the City Council Chambers or participate in this meeting, please contact the Clerk at (559) 834-3113 x102. Notification at least 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility.

City Council meetings are open to the public at the physical address listed above. There are numerous ways to participate in the City Council meetings: you may attend in person, you may appear by telephone as described below, or you may submit written comments via email to [avasquez@ci.fowler.ca.us](mailto:avasquez@ci.fowler.ca.us). Please include your name and reference the agenda item you are commenting on, if any. Written comments received that do not specify an agenda item will be marked for the general public comment portion of the agenda. Emails received by 8:00 am on the date of the meeting will be provided to the City Council at the meeting and made part of the record of proceedings but will not be read aloud.

**This meeting will be conducted pursuant to the provisions of the Governor's Executive Order N-25-20 which suspends certain requirements of the Ralph M. Brown Act. The telephone number listed below will provide access to the meeting via teleconference. Please note: when joining the teleconference 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 have 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](http://www.fowlercivcity.org).

Resolutions and Ordinances - 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.

1. Meeting Called to Order
2. Roll Call
3. Public Comment

*This portion of the meeting is reserved for persons desiring to address the Council on any matter not described on this agenda. Presentations are limited to 5 minutes per person and no more than 15 minutes per topic.*

4. Consent Calendar

*Items on the Consent Calendar are considered routine and include a recommended action, and shall be approved by one motion of the Council. If a Councilmember or member of the public requests additional information or wishes 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 opposes the recommended action for an item, the item should be removed and discussed and acted upon as a separate item.*

- 4-A. RATIFY Warrants for August 3, 2021
  - 4-B. APPROVE Minutes of the July 20, 2021 City Council Special Meeting
  - 4-C. APPROVE Minutes of the July 20, 2021 City Council Meeting
  - 4-D. APPROVE Resolution No. 2509, A resolution of the City Council of the City of Fowler calling upon the 2020 California Citizens Redistricting Commission to recognize and preserve the City of Fowler and surrounding area as a Unified Community of Interest (City Clerk)
  - 4-E. APPROVE an agreement with Fresno County Fire Protection District to provide the City of Fowler with Emergency Dispatch Services in an amount not to exceed \$5,756.91 for Fiscal Year 2021-2022 (Fire)
5. General Administration
- 5-A. Planning
    - i. APPROVE design direction for Merced Street Streetscape improvements
    - ii. Actions pertaining to housing starts related to Tract 6188 and Tract 6274.
      1. Consider Letter Amendment to Subdivision Agreement for Marshall Estates (KB Homes) – Tract 6188 amending the subdivision agreement allowing for early housing starts.
      2. Consider Letter Amendment to Subdivision Agreement for

Woodside Homes – Tract 6274 amending the subdivision agreement allowing for early housing starts.

5-B. Public Works

- i. Public Hearing to APPROVE Resolution No. 2511 Confirming the Diagram and Assessment for the 2021-2022 Annual Levy of Assessments for the City of Fowler Landscape and Storm Drainage Facilities Maintenance District No. 1 **(Item to be continued to August 17, 2021, City Council meeting)**
- ii. Consider proposals from vendors for the City's Solar/Energy Conservation Project and provide Staff direction on the selected consultant to begin negotiating a Project Agreement

5-C. City Manager's Office

- i. COVID-19 Update

6. Staff Communications (City Manager)

7. Councilmember Reports and Comments

8. Closed Session

8-A. Government Code Section 54957.6  
Conference with Labor Negotiator  
Agency Representative: City Manager  
Employees: All Unrepresented Employees

8-B. Government Code Section 54956.8  
Conference with Real Property Negotiator  
Property: APNs 343-233-02ST and 343-233-03ST (NW corner of S. 7<sup>th</sup> St. and E. Vine St.)  
Agency Negotiator: Wilma Quan, City Manager  
Negotiating Party: Abdallah Qawadri  
Under Negotiation: Price and terms of potential sale

8-C. Government Code Section 54956.9(d)(1)  
Conference with Legal Counsel – Existing Litigation  
City of Fowler v. Jill Johnson, et al.; Fresno County Superior Court Case No. CECG 21CECG00546 - (Property Receivership Case for 429 E. La Crosse Avenue)

9. Adjourn

*Next Ordinance No. 2021-03*

*Next Resolution No. 2512*

*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, July 30, 2021.*

A handwritten signature in black ink that reads "Angela Vasquez". The signature is written in a cursive, flowing style.

*Angela Vasquez  
Deputy City Clerk*

CITY OF FOWLER  
WARRANTS LIST  
August 3, 2021

<u>ACCOUNTS PAYABLE CHECKS</u>	<u>CHECK NUMBERS</u>	<u>CHECK DATES</u>	<u>AMOUNT</u>
Regular checks	38122-38156		\$ 153,521.43
TOTAL ACCOUNTS PAYABLE CHECKS			<u>\$ 153,521.43</u>
<u>PAYROLL COSTS</u>			
Second July Bi-Monthly Payroll		July 31, 2021	96,351.73
TOTAL PAYROLL COSTS			<u>\$ 96,351.73</u>
TOTAL CASH DISBURSEMENTS			<u>\$ 249,873.16</u>

NOTE:

Check #38127-#38128  
Check #38152

Void check  
Void check carry over to check #38153

ITEM

4A

SUPERION  
DATE: 07/29/2021  
TIME: 14:01:38

PAGE NUMBER: 1  
ACCTPAZ1

CITY OF FOWLER  
CHECK REGISTER - DISBURSEMENT FUND

SELECTION CRITERIA: transact.check\_no between '38122' and '38156'  
ACCOUNTING PERIOD: 1/22

FUND - 100 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DEPT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1001	38122	07/22/21	10303	SWANSON-FAHRNEY FORD	6120	2 FORD INTERCEPTORS	0.00	39,839.12
1001	38124	07/26/21	10022	BORCHARDT, CORONA & FAET	6030	AUDITING SERVICES	0.00	2,631.55
1001	38124	07/26/21	10022	BORCHARDT, CORONA & FAET	5000	AUDITING SERVICES	0.00	2,631.55
TOTAL CHECK								
1001	38125	07/26/21	11970	CENTRAL VALLEY TOXICOLOG	6120	DRUG SCREEN	0.00	215.00
1001	38126	07/26/21	14360	COCULA'S TAQUERIA	6700	SENIOR MEALS	0.00	1,056.00
1001	38126	07/26/21	14360	COCULA'S TAQUERIA	6700	SENIOR MEALS	0.00	1,584.00
TOTAL CHECK								
1001	38128	07/26/21	14245	FOWLER ACE HARDWARE	6200	SUPPLIES	0.00	0.39
1001	38128	07/26/21	14245	FOWLER ACE HARDWARE	6200	SUPPLIES	0.00	1.85
1001	38128	07/26/21	14245	FOWLER ACE HARDWARE	6200	SUPPLIES	0.00	1.95
1001	38128	07/26/21	14245	FOWLER ACE HARDWARE	6200	SUPPLIES	0.00	3.04
1001	38128	07/26/21	14245	FOWLER ACE HARDWARE	6200	SUPPLIES	0.00	4.35
1001	38128	07/26/21	14245	FOWLER ACE HARDWARE	6200	SUPPLIES	0.00	5.86
1001	38128	07/26/21	14245	FOWLER ACE HARDWARE	6200	SUPPLIES	0.00	7.72
1001	38128	07/26/21	14245	FOWLER ACE HARDWARE	6200	SUPPLIES	0.00	8.14
1001	38128	07/26/21	14245	FOWLER ACE HARDWARE	6200	SUPPLIES	0.00	8.71
1001	38128	07/26/21	14245	FOWLER ACE HARDWARE	6200	SUPPLIES	0.00	9.56
1001	38128	07/26/21	14245	FOWLER ACE HARDWARE	6200	SUPPLIES	0.00	9.89
1001	38128	07/26/21	14245	FOWLER ACE HARDWARE	6200	SUPPLIES	0.00	10.10
1001	38128	07/26/21	14245	FOWLER ACE HARDWARE	6200	SUPPLIES	0.00	11.98
1001	38128	07/26/21	14245	FOWLER ACE HARDWARE	6200	SUPPLIES	0.00	12.61
1001	38128	07/26/21	14245	FOWLER ACE HARDWARE	6200	SUPPLIES	0.00	14.16
1001	38128	07/26/21	14245	FOWLER ACE HARDWARE	6200	SUPPLIES	0.00	16.34
1001	38128	07/26/21	14245	FOWLER ACE HARDWARE	6200	SUPPLIES	0.00	17.39
1001	38128	07/26/21	14245	FOWLER ACE HARDWARE	6200	SUPPLIES	0.00	17.41
1001	38128	07/26/21	14245	FOWLER ACE HARDWARE	6200	SUPPLIES	0.00	19.58
1001	38128	07/26/21	14245	FOWLER ACE HARDWARE	6200	SUPPLIES	0.00	20.14
1001	38128	07/26/21	14245	FOWLER ACE HARDWARE	6200	SUPPLIES	0.00	20.69
1001	38128	07/26/21	14245	FOWLER ACE HARDWARE	6200	SUPPLIES	0.00	21.78
1001	38128	07/26/21	14245	FOWLER ACE HARDWARE	6200	SUPPLIES	0.00	23.92
1001	38128	07/26/21	14245	FOWLER ACE HARDWARE	6200	SUPPLIES	0.00	23.92
1001	38128	07/26/21	14245	FOWLER ACE HARDWARE	6200	SUPPLIES	0.00	24.60
1001	38128	07/26/21	14245	FOWLER ACE HARDWARE	6200	SUPPLIES	0.00	26.58
1001	38128	07/26/21	14245	FOWLER ACE HARDWARE	6200	SUPPLIES	0.00	29.40
1001	38128	07/26/21	14245	FOWLER ACE HARDWARE	6200	SUPPLIES	0.00	31.18
1001	38128	07/26/21	14245	FOWLER ACE HARDWARE	6200	SUPPLIES	0.00	31.32
1001	38128	07/26/21	14245	FOWLER ACE HARDWARE	6200	SUPPLIES	0.00	31.33
1001	38128	07/26/21	14245	FOWLER ACE HARDWARE	6200	SUPPLIES	0.00	32.66
1001	38128	07/26/21	14245	FOWLER ACE HARDWARE	6200	SUPPLIES	0.00	39.19
1001	38128	07/26/21	14245	FOWLER ACE HARDWARE	6200	SUPPLIES	0.00	48.33
1001	38128	07/26/21	14245	FOWLER ACE HARDWARE	6200	SUPPLIES	0.00	60.98
1001	38128	07/26/21	14245	FOWLER ACE HARDWARE	6200	SUPPLIES	0.00	65.36
1001	38128	07/26/21	14245	FOWLER ACE HARDWARE	6200	SUPPLIES	0.00	65.94
1001	38128	07/26/21	14245	FOWLER ACE HARDWARE	6200	SUPPLIES	0.00	-0.39
1001	38128	07/26/21	14245	FOWLER ACE HARDWARE	6200	SUPPLIES	0.00	-1.85
1001	38128	07/26/21	14245	FOWLER ACE HARDWARE	6200	SUPPLIES	0.00	-1.95
1001	38128	07/26/21	14245	FOWLER ACE HARDWARE	6200	SUPPLIES	0.00	-3.04
1001	38128	07/26/21	14245	FOWLER ACE HARDWARE	6200	SUPPLIES	0.00	-4.35

SUPERION  
DATE: 07/29/2021  
TIME: 14:01:38

PAGE NUMBER: 2  
ACCTPA21

CITY OF FOWLER  
CHECK REGISTER - DISBURSEMENT FUND

SELECTION CRITERIA: transact.check\_no between '38122' and '38156'  
ACCOUNTING PERIOD: 1/22

FUND - 100 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DEPT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1001	38128	V 07/26/21	14245	FOWLER ACE HARDWARE	6200	SUPPLIES	0.00	-5.86
1001	38128	V 07/26/21	14245	FOWLER ACE HARDWARE	6200	SUPPLIES	0.00	-7.72
1001	38128	V 07/26/21	14245	FOWLER ACE HARDWARE	6200	SUPPLIES	0.00	-8.14
1001	38128	V 07/26/21	14245	FOWLER ACE HARDWARE	6200	SUPPLIES	0.00	-8.71
1001	38128	V 07/26/21	14245	FOWLER ACE HARDWARE	6200	SUPPLIES	0.00	-9.36
1001	38128	V 07/26/21	14245	FOWLER ACE HARDWARE	6200	SUPPLIES	0.00	-9.89
1001	38128	V 07/26/21	14245	FOWLER ACE HARDWARE	6200	SUPPLIES	0.00	-10.10
1001	38128	V 07/26/21	14245	FOWLER ACE HARDWARE	6200	SUPPLIES	0.00	-11.98
1001	38128	V 07/26/21	14245	FOWLER ACE HARDWARE	6200	SUPPLIES	0.00	-12.61
1001	38128	V 07/26/21	14245	FOWLER ACE HARDWARE	6200	SUPPLIES	0.00	-14.16
1001	38128	V 07/26/21	14245	FOWLER ACE HARDWARE	6200	SUPPLIES	0.00	-16.34
1001	38128	V 07/26/21	14245	FOWLER ACE HARDWARE	6200	SUPPLIES	0.00	-17.39
1001	38128	V 07/26/21	14245	FOWLER ACE HARDWARE	6200	SUPPLIES	0.00	-17.41
1001	38128	V 07/26/21	14245	FOWLER ACE HARDWARE	6200	SUPPLIES	0.00	-19.58
1001	38128	V 07/26/21	14245	FOWLER ACE HARDWARE	6200	SUPPLIES	0.00	-20.14
1001	38128	V 07/26/21	14245	FOWLER ACE HARDWARE	6200	SUPPLIES	0.00	-20.69
1001	38128	V 07/26/21	14245	FOWLER ACE HARDWARE	6200	SUPPLIES	0.00	-21.78
1001	38128	V 07/26/21	14245	FOWLER ACE HARDWARE	6200	SUPPLIES	0.00	-23.92
1001	38128	V 07/26/21	14245	FOWLER ACE HARDWARE	6200	SUPPLIES	0.00	-24.60
1001	38128	V 07/26/21	14245	FOWLER ACE HARDWARE	6200	SUPPLIES	0.00	-26.58
1001	38128	V 07/26/21	14245	FOWLER ACE HARDWARE	6200	SUPPLIES	0.00	-29.40
1001	38128	V 07/26/21	14245	FOWLER ACE HARDWARE	6200	SUPPLIES	0.00	-31.18
1001	38128	V 07/26/21	14245	FOWLER ACE HARDWARE	6200	SUPPLIES	0.00	-31.32
1001	38128	V 07/26/21	14245	FOWLER ACE HARDWARE	6200	SUPPLIES	0.00	-31.33
1001	38128	V 07/26/21	14245	FOWLER ACE HARDWARE	6200	SUPPLIES	0.00	-32.66
1001	38128	V 07/26/21	14245	FOWLER ACE HARDWARE	6200	SUPPLIES	0.00	-39.19
1001	38128	V 07/26/21	14245	FOWLER ACE HARDWARE	6200	SUPPLIES	0.00	-48.33
1001	38128	V 07/26/21	14245	FOWLER ACE HARDWARE	6200	SUPPLIES	0.00	-60.98
1001	38128	V 07/26/21	14245	FOWLER ACE HARDWARE	6200	SUPPLIES	0.00	-65.36
1001	38128	V 07/26/21	14245	FOWLER ACE HARDWARE	6200	SUPPLIES	0.00	-65.94
1001	38128	V 07/26/21	14245	FOWLER ACE HARDWARE	6200	SUPPLIES	0.00	0.00
TOTAL	CHECK							
1001	38129	07/26/21	14246	FOWLER ACE HARDWARE	6020	SUPPLIES	0.00	10.85
1001	38129	07/26/21	14246	FOWLER ACE HARDWARE	6020	SUPPLIES	0.00	14.46
1001	38129	07/26/21	14246	FOWLER ACE HARDWARE	6020	SUPPLIES	0.00	16.31
1001	38129	07/26/21	14246	FOWLER ACE HARDWARE	6020	SUPPLIES	0.00	19.60
1001	38129	07/26/21	14246	FOWLER ACE HARDWARE	6020	SUPPLIES	0.00	31.58
TOTAL	CHECK							92.80
1001	38130	07/26/21	14247	FOWLER ACE HARDWARE	5000	SUPPLIES	0.00	2.50
1001	38130	07/26/21	14247	FOWLER ACE HARDWARE	5000	SUPPLIES	0.00	5.00
1001	38130	07/26/21	14247	FOWLER ACE HARDWARE	5000	SUPPLIES	0.00	6.08
1001	38130	07/26/21	14247	FOWLER ACE HARDWARE	5000	SUPPLIES	0.00	6.08
1001	38130	07/26/21	14247	FOWLER ACE HARDWARE	5000	SUPPLIES	0.00	6.53
1001	38130	07/26/21	14247	FOWLER ACE HARDWARE	5000	SUPPLIES	0.00	7.62
1001	38130	07/26/21	14247	FOWLER ACE HARDWARE	5000	SUPPLIES	0.00	7.82
1001	38130	07/26/21	14247	FOWLER ACE HARDWARE	5000	SUPPLIES	0.00	8.14
1001	38130	07/26/21	14247	FOWLER ACE HARDWARE	5000	SUPPLIES	0.00	8.71
1001	38130	07/26/21	14247	FOWLER ACE HARDWARE	5000	SUPPLIES	0.00	9.68
1001	38130	07/26/21	14247	FOWLER ACE HARDWARE	5000	SUPPLIES	0.00	10.45
1001	38130	07/26/21	14247	FOWLER ACE HARDWARE	5000	SUPPLIES	0.00	13.07





SUPERION  
DATE: 07/29/2021  
TIME: 14:01:38

PAGE NUMBER: 4  
ACCTPA21

CITY OF FOWLER  
CHECK REGISTER - DISBURSEMENT FUND

SELECTION CRITERIA: transact.check\_no between '38122' and '38156'  
ACCOUNTING PERIOD: 1/22

FUND - 100 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DEPT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1001	38139	07/26/21	14072	ROBINA WRIGHT ARCHITECT	6150	128 N 6TH	0.00	609.14
1001	38140	07/26/21	13187	SECOND CHANCE ANIMAL SHE	6270	ANIMAL CARE SERVICES	0.00	1,000.00
1001	38141	07/26/21	10085	STATE OF CA DEPARTMENT O	6120	FINGERPRINT APPS	0.00	401.00
1001	38142	07/26/21	10995	ADT SECURITY SERVICES	6700	SECURITY SERVICES	0.00	170.07
1001	38143	07/26/21	10549	AT&T MOBILITY	6120	SERVICES	0.00	411.74
1001	38144	07/26/21	10026	BCT CONSULTING	6030	COMPUTER UPDATE	0.00	375.00
1001	38144	07/26/21	10026	BCT CONSULTING	6700	COMPUTER UPDATE	0.00	375.00
1001	38144	07/26/21	10026	BCT CONSULTING	6120	COMPUTER UPDATE	0.00	375.00
1001	38144	07/26/21	10026	BCT CONSULTING	5000	COMPUTER UPDATE	0.00	375.00
1001	38144	07/26/21	10026	BCT CONSULTING	6120	COMPUTER UPDATE	0.00	1,997.84
1001	38144	07/26/21	10026	BCT CONSULTING	5000	COMPUTER UPDATE	0.00	1,997.84
1001	38144	07/26/21	10026	BCT CONSULTING	6030	COMPUTER UPDATE	0.00	1,997.85
1001	38144	07/26/21	10026	BCT CONSULTING	6700	COMPUTER UPDATE	0.00	1,997.85
TOTAL CHECK								
1001	38145	07/26/21	10069	COUNCIL OF FRESNO COUNTY	6020	MEMBER DUES	0.00	257.00
1001	38146	07/26/21	14470	FOWLER/MALAGA YOUTH FOOT	2040	FOWLER YOUTH DONATION	0.00	2,000.00
1001	38147	07/26/21	12911	MARGO MONTOYA	6400	07/28 FRMRS MRKT BAND	0.00	500.00
1001	38148	07/26/21	10201	METRO UNIFORM & ACCESSOR	6120	UNIFORM MARCO SOLIAN	0.00	652.32
1001	38149	07/26/21	14469	RODRIGUEZ, ARMANDO	500	UB REFUND	0.00	100.00
1001	38150	07/26/21	13543	UNIFIRST CORPORATION	6700	JANITORIAL	0.00	34.29
1001	38150	07/26/21	13543	UNIFIRST CORPORATION	6020	SUPPLIES	0.00	41.96
1001	38150	07/26/21	13543	UNIFIRST CORPORATION	6020	SUPPLIES	0.00	42.60
1001	38150	07/26/21	13543	UNIFIRST CORPORATION	6130	SUPPLIES	0.00	51.36
1001	38150	07/26/21	13543	UNIFIRST CORPORATION	6130	SUPPLIES	0.00	51.36
1001	38150	07/26/21	13543	UNIFIRST CORPORATION	5000	SUPPLIES	0.00	206.95
1001	38150	07/26/21	13543	UNIFIRST CORPORATION	5000	SUPPLIES	0.00	222.95
TOTAL CHECK								
1001	38151	07/26/21	13521	UNITY IT	6120	SERVICES	0.00	248.24
1001	38153	07/28/21	14245	FOWLER ACE HARDWARE	6200	SUPPLIES	0.00	0.39
1001	38153	07/28/21	14245	FOWLER ACE HARDWARE	6200	SUPPLIES	0.00	1.85
1001	38153	07/28/21	14245	FOWLER ACE HARDWARE	6200	SUPPLIES	0.00	1.95
1001	38153	07/28/21	14245	FOWLER ACE HARDWARE	6200	SUPPLIES	0.00	3.04
1001	38153	07/28/21	14245	FOWLER ACE HARDWARE	6200	SUPPLIES	0.00	4.35
1001	38153	07/28/21	14245	FOWLER ACE HARDWARE	6200	SUPPLIES	0.00	5.86
1001	38153	07/28/21	14245	FOWLER ACE HARDWARE	6200	SUPPLIES	0.00	7.72
1001	38153	07/28/21	14245	FOWLER ACE HARDWARE	6200	SUPPLIES	0.00	8.14
1001	38153	07/28/21	14245	FOWLER ACE HARDWARE	6200	SUPPLIES	0.00	8.71
1001	38153	07/28/21	14245	FOWLER ACE HARDWARE	6200	SUPPLIES	0.00	9.36
1001	38153	07/28/21	14245	FOWLER ACE HARDWARE	6200	SUPPLIES	0.00	9.89



SUPERION  
DATE: 07/29/2021  
TIME: 14:01:38

CITY OF FOWLER  
CHECK REGISTER - DISBURSEMENT FUND

PAGE NUMBER: 6  
ACCTPA21

SELECTION CRITERIA: transact.check\_no between '38122' and '38156'  
ACCOUNTING PERIOD: 1/22

FUND - 206 - COPS GRANT

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DEPT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1001	38123	07/22/21	10303	SWANSON-FAHRNEY FORD	2060	2 FORD INTERCEPTORS	0.00	39,839.11
TOTAL CASH ACCOUNT								39,839.11
TOTAL FUND								39,839.11
TOTAL REPORT								153,521.43

**MINUTES OF THE FOWLER CITY COUNCIL  
SPECIAL MEETING  
TUESDAY JULY 20, 2021**

Mayor Cardenas called the meeting to order at 6:05 p. m. Roll call was taken.

Councilmembers Present: Cardenas, Kazarian, Mejia

City Staff Present: City Manager Quan, City Attorney Cross, Community Development  
Director Gaffery

**PUBLIC PRESENTATIONS**

There were no public presentations.

**CLOSED SESSION**

No reportable action was taken on the item.

The meeting reconvened to open session at 7:02 p.m.

**ADJOURNMENT**

Having no further business, the meeting adjourned at 6:55 p.m.

**MINUTES OF THE FOWLER CITY COUNCIL MEETING**  
**Tuesday July 20, 2021**

Mayor Cardenas called the meeting to order at 7:02 p. m.

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

City Staff Present: City Manager Quan, City Attorney Cross, Police Chief Alcaraz, Public Works Director Dominguez, Community Development Director Gaffery, Recreation Coordinator Hernandez, City Planner Marple, Finance Director Moreno, City Engineer Peters, Deputy City Clerk Vasquez

**3. PUBLIC COMMENT**

*Manuel Cunha of the Nisei Farmers League addressed the Council.*

**4. CONSENT CALENDAR**

*Ruben Espinosa and Lucy Solis addressed the Council on item 4-J. Lupe Orozco addressed the Council on item 4-F.*

**Councilmember Kazarian made a motion to approve the consent calendar, seconded by Councilmember Mejia. The motion carried by roll call vote: Ayes: Kazarian, Mejia, Cardenas, Parra.**

**5. GENERAL ADMINISTRATION**

**5-A. PLANNING DEPARTMENT**

- i. Consider Letter Amendment to Subdivision Agreement for Marshall Estates (KB Homes) – Tract 6188 amending the subdivision agreement allowing for early housing starts.**
- ii. Consider Letter Amendment to Subdivision Agreement for Woodside Homes – Tract 6274 amending the subdivision agreement allowing for early housing starts.**

*City Engineer Peters provided an overview of the subdivisions currently underway. A representative from KB Homes and Woodside Homes spoke to Council about their individual subdivisions. The representatives presented their proposals to proceed with home production prior to the completion of certain subdivision agreement requirements that were previously approved by Council. Various Councilmembers had questions about the amenities and delivery timelines. Council disapproved without prejudice and directed staff to meet with the developers on their request prior to the next meeting.*

**Councilmember Kazarian made a motion to disapprove without prejudice, seconded by Councilmember Mejia. The motion carried by roll call vote: Noes: Kazarian, Mejia, Cardenas, Parra.**

**5-B. PUBLIC WORKS**

- i. Consider proposals from vendors for the City's Solar/Energy Conservation Project and provide Staff direction on the selected consultant to begin negotiating a Project Agreement**

*Public Works Director Dominguez provided an overview of the proposals received by Barrier, Pickett, and SiteLogIQ. Various Councilmembers asked solar providers questions about their individual proposals and capabilities. Council directed staff to meet with each solar provider again to obtain a breakdown of their costing, performance guarantees, and energy management services, and then return to Council with this additional information.*

**5-C CITY MANAGER'S OFFICE**

- i. COVID-19 Update**

*City Manager Quan reported that the Fresno County Department of Public Health's data shows Fowler's vaccination rate is 56.2% and remains one of the highest in the County. She advised FCDPH will hold a mobile vaccination clinic at Fowler Farmer's Market on July 28, 2021 and provide local restaurant gift cards to the first 70 people vaccinated. City Manager Quan stated she, the Mayor, and staff received a tour of Maxco earlier this week.*

**6. STAFF COMMUNICATIONS – (CITY MANAGER)**

**6-A. POLICE DEPARTMENT**

*Police Chief Alcaraz distributed DOJ crime statistics for the month of June 2021. Chief Alcaraz reported eighteen citizens were cited for possession and use of illegal fireworks on the Fourth of July. The Council commended the department for their dedication.*

**6-B. PLANNING**

*City Engineer Dave Peters updated Council on this year's Community Development Block Grant project application and submission.*

## **6-C. FINANCE DEPARTMENT**

*Finance Director Moreno reported that on July 13, 2021 the City received the first half of American Rescue Plan Act monies of roughly \$812,000.*

## **6-D. SENIOR/REC CENTER**

*Recreation Coordinator Hernandez announced Fowler Farmer's Market will begin next Wednesday, July 28, 2021 and will occur on Wednesdays for fourteen weeks. She also reported public swim opened yesterday and will continue the next four weeks.*

## **7. COUNCILMEMBER REPORTS AND COMMENTS**

*Councilmember Kazarian reported he attended the Economic Development Corporation's Five Cities meeting and stated progress continues in connecting east side cities. A logo has been selected and a website is being developed.*

*Councilmember Mejia wished a speedy recovery to Recreation Committee member Patric Jones.*

*Councilmember Parra thanked City staff for their hard work. He also announced he was nominated to be 2<sup>nd</sup> Vice-President of the League of California Cities.*

*Mayor Cardenas stated the Maxco plant was impressive and recommended the tour. He invited a Councilmember to meet with Assemblymember Joaquin Arambula on July 27, 2021.*

## **8. ADJOURNMENT**

**Councilmember Kazarian made a motion to adjourn, seconded by Councilmember Parra. The motion carried and the meeting adjourned at 9:21 p.m.**

## RESOLUTION NO. 2509

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FOWLER  
CALLING UPON THE 2020 CALIFORNIA CITIZENS REDISTRICTING COMMISSION TO  
RECOGNIZE AND PRESERVE THE CITY OF FOWLER AND SURROUNDING AREA AS A  
UNIFIED COMMUNITY OF INTEREST**

**WHEREAS**, for almost 140 years, Fowler has been home to families and individuals from all walks of life who live together, work together, send their children to school together, share traditions and values, and are united by the place they call home and the community to which they belong: Fowler; and

**WHEREAS**, the City of Fowler ("City") was incorporated in 1908 and today is home to more than 6,000 residents within the City limits and nearly 7,000 residents within the City's sphere of influence ("SOI"); and

**WHEREAS**, in November 2008, California voters passed the Voters FIRST Act, authorizing the creation of the Independent Citizens Redistricting Commission to draw new district lines, taking the job out of the hands of the California Legislature and transferring it to the citizens; and

**WHEREAS**, the 2020 California Citizens Redistricting Commission ("Commission") is tasked with drawing district boundaries for U.S. Congressional, State Senate, State Assembly, and State Board of Equalization district lines; and

**WHEREAS**, Subdivision d, of Section 2, of Article XXI, of the California Constitution requires the Commission, when drawing the redistricting lines, to respect "[t]he geographic integrity of any city . . . local neighborhood, or local community of interest" and provides that "[a] community of interest is a contiguous population which shares common social and economic interests that should be included within a single district for purposes of its effective and fair representation"; and

**WHEREAS**, the City Council recognizes that the residents of the City of Fowler and those residing in the City's SOI and surrounding areas make up a unified community of interest that should be recognized and preserved as a singular body politic for representation in the U.S. Congress, State Senate, State Assembly, and State Board of Equalization.

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

1. The residents of the City of Fowler and those residing in the City's SOI and surrounding areas are a unified community of interest for purposes of the Commission's redistricting.
2. The City Council calls upon the Commission to recognize the City of Fowler and surrounding areas as a unified community of interest for purposes of redistricting and preserve that community by drawing district lines for the U.S. Congress, State Senate, State Assembly, and State Board of Equalization that maintain the entire community, including the City, SOI, and surrounding areas, within the same respective district for U.S. Congress, State Senate, State Assembly, and State Board of Equalization.



3. This Resolution shall be transmitted to the Commission to be made part of the public record.

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 August 3, 2021, by the following vote:

AYES:

NAYS:

ABSTAIN:

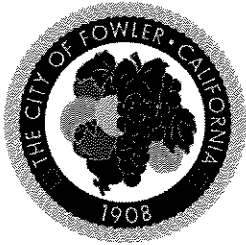
ABSENT:

APPROVED:

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

ATTEST:

\_\_\_\_\_  
Angela Vasquez, Deputy City Clerk



ITEM NO: 4-E

**REPORT TO THE CITY COUNCIL**

August 3, 2021

**FROM:** Manuel Lopez, Fire Chief**SUBJECT**

Approve an agreement with Fresno County Fire Protection District to provide the City of Fowler with Emergency Dispatch Services in an amount not to exceed \$5,756.91 for Fiscal Year 2021-2022.

**RECOMMENDATION**

Staff recommends approval of an agreement with Fresno County Fire Protection District to provide the City with Emergency Dispatch Services in an amount not to exceed \$5,756.91 for Fiscal Year 2021-2022.

**BACKGROUND**

The Fresno County Fire Protection District ("District") will provide the City and the Fowler Fire Department with Emergency Dispatch Services for any and all medical responses, motor vehicle accidents, fires, mutual aid calls, and any other life threatening emergency that comes through the 911 system within the response area of the Fowler Fire Department. The District has been providing emergency dispatch services to the City since 2007.

The term of this agreement will be from July 1, 2021 to June 30, 2022. The City will pay the district annual costs for Emergency Dispatch Services in the amount of \$5,756.91, as shown on Exhibit C. The City Manager will be authorized to extend the agreement for an additional 12 months and increase the total contract amount to no more than \$10,000 per fiscal year.

**FISCAL IMPACT**

Funds associated with this agreement are included in the FY 2021-2022 budget, which was adopted by Council on June 15, 2021.

Attachments:

- Fresno County Fire Protection District Emergency Services Agreement
- Exhibit A – Fresno County Fire Protection District Organizational Chart
- Exhibit B – Fresno County Fire Protection District Standard Response Plan
- Exhibit C – City of Fowler FY 2020-2021 Cost Estimate (Dispatch Services Only)

**COOPERATIVE AGREEMENT  
BETWEEN FRESNO COUNTY FIRE PROTECTION DISTRICT  
AND THE CITY OF FOWLER**

Made for the following services:

- ☐ FIRE PROTECTION
- ☐ MEDICAL SERVICES
- ☐ RESCUE SERVICES
- ☐ FIRE PREVENTION AND CODE ENFORCEMENT
- ☒ EMERGENCY DISPATCH SERVICES
- ☐ FIRE APARATUS REPAIR AND MAINTENANCE
- ☐ HAZMAT RESPONSE SERVICES

THIS AGREEMENT, made and entered into and effective this 1st day of July, 2021, by and between The Fresno County Fire Protection District (hereinafter referred to as "District") and the City of Fowler, whereby it is agreed as follows:

Article I.     SECTION I: PURPOSE AND SCOPE

The purpose of the Agreement is to arrange for the DISTRICT, through its Cooperative Fire Protection Programs and current Fire Protection Reimbursement Agreement ("CAL FIRE Agreement") with the California Department of Forestry and Fire Protection ("CAL FIRE") to provide CITY OF FOWLER with Emergency Dispatch Services. Fresno County will dispatch Fowler Fire Department to any and all medical responses, motor vehicle accidents, fires, mutual aid calls, and any other life threatening emergency that comes through the 911 system within the response area of the Fowler Fire Department ("Scope of Services").

This Agreement is entered into pursuant to the authority granted by Government Code Sections 55603, 55603.5, 55606, 55632 and 55642, and will provide Emergency Dispatch Services only. The parties hereto understand and agree that services to be provided under this agreement must be consistent with the terms and conditions of the CAL FIRE Agreement, that no services may be provided by the District under this agreement that are not consistent and in conformity with the CAL FIRE Agreement, and that the District is under no obligation to provide services under this agreement that are not consistent and in conformity with the CAL FIRE Agreement.

SECTION II: DESIGNATION OF FIRE CHIEF

A. The DISTRICT Fire Chief appointed by the Board of Directors of the DISTRICT, or his designee, (hereinafter referred to as "Chief") shall represent the DISTRICT during the period of this Agreement and Chief shall, under the supervision and direction of the DISTRICT'S Board of Directors, have charge of the organization described in Exhibit "A", attached hereto and made a part hereof, for the purpose of

providing Emergency Dispatch Services (only) as deemed necessary to satisfy the needs of both the DISTRICT and CITY OF FOWLER, except upon those lands wherein other agencies of government have responsibility for the same or similar fire protection services.

B. CITY OF FOWLER shall assign an existing Chief Officer or designee as the City of Fowler contract representative ("City of Fowler Representative"). The DISTRICT Fire Chief shall communicate with the City of Fowler Representative for directing the Emergency Dispatch Services provided to CITY OF FOWLER as set forth in Exhibit "B".

### SECTION III: PAYMENT FOR SERVICES

A. CITY OF FOWLER shall pay the DISTRICT actual costs for Emergency Dispatch Services pursuant to this agreement in an amount not to exceed Five Thousand Seven Hundred Fifty-Six dollars and Ninety-One cents (\$5,756.91), as set forth in Exhibit "C," as amended ("Total Contract Amount"). The DISTRICT shall make a claim to CITY OF FOWLER for the actual cost of contracted services, pursuant to Exhibit "C," on a bi-annual basis with the first payment due on January 31<sup>st</sup>, covering the period July 1<sup>st</sup> thru December 31<sup>st</sup>. The second payment will be due on July 31<sup>st</sup>, covering the period January 1<sup>st</sup> thru June 30<sup>th</sup>. CITY OF FOWLER shall pay the claim within thirty (30) days after receipt thereof.

B. The DISTRICT Fire Chief is authorized to negotiate and execute any amendments to Exhibit "C" of this Agreement on behalf of the DISTRICT without further authority from the DISTRICT'S Board of Directors. CITY OF FOWLER shall designate a "Contract Administrator" who shall, under the supervision and direction of CITY OF FOWLER, be authorized to execute amendments to Exhibit "C" on behalf of CITY OF FOWLER. CITY OF FOWLER's City Manager, in her sole discretion, may increase the Total Contract Amount to not more than Ten Thousand dollars (\$10,000.00) ("Contract Increase Amount").

### SECTION IV: INITIAL TERM AND RENEWAL

A. The term of this Agreement shall be from **July 1, 2021 to June 30, 2022**. This Agreement may be extended by an additional term of twelve (12) months from July 1, 2022 to June 30, 2023 ("Extension Term"), unless either party provides notice of non-renewal not later than April 1, 2022. If a notice of non-renewal is given unilaterally by the DISTRICT, except any notice issued because of actions of CAL FIRE or CITY OF FOWLER, the DISTRICT agrees to continue to provide Emergency Dispatch Services (only) to CITY OF FOWLER until such time as CITY OF FOWLER has a reasonable opportunity to implement an alternative Emergency Dispatch Service. .

B. The Scope of Services, Exhibit C, the Total Contract Amount, and Contract Increase Amount shall apply to the Extension Term, unless the parties agreed to a modification. CITY OF FOWLER shall give the DISTRICT written notice not later than April 1, 2022 of whether CITY OF FOWLER intends to change the level of fire protection

services from that provided by this agreement. DISTRICT shall give the CITY OF FOWLER written notice not later than April 1, 2022 of and proposed changes in rate(s) and an updated Exhibit C for FY 2022-23.

#### SECTION V: PROPERTY ACCOUNTING

All personal property provided by CITY OF FOWLER and by the DISTRICT for the purpose of providing Emergency Dispatch Services under the terms of this Agreement shall be marked and accounted for in such a manner as to conform to the standard operating procedure established by the DISTRICT Fire Department for the segregation, care, and use of the respective property of each.

#### SECTION VI: INDEMNIFICATION

A. DISTRICT and CITY OF FOWLER hereby agree to indemnify, defend and hold the other party, its governing board or council, officials, officers, employees, agents, attorneys 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 the indemnifying party or its subcontractors relating to the performance of this Agreement to the fullest extent permitted by law, unless the injuries or damages are the result of the non-indemnifying party's sole negligence or willful misconduct, subject to any limitations imposed by law. DISTRICT and CITY OF FOWLER 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.

C. Prior to commencement of the Emergency Dispatch Services, DISTRICT shall take out and maintain at its own expense insurance coverage in an amount of not less than ONE MILLION dollars (\$1,000,000.00) naming the CITY OF FOWLER as an additional insured. DISTRICT shall provide the CITY OF FOWLER with a Certificate of Insurance showing proof of such coverage.

#### SECTION VII: AUDIT

The DISTRICT/CITY OF FOWLER agree that their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. The DISTRICT/CITY OF FOWLER agree 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, and to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records.

## SECTION VIII: DISPUTES

CITY OF FOWLER shall select and appoint a "Contract Administrator" who shall, under the supervision and direction of CITY OF FOWLER, be available for contract resolution or policy intervention with the DISTRICT, when, upon determination by the DISTRICT Fire Chief that a situation exists under this agreement in which a decision to serve the interest of CITY OF FOWLER has the potential to conflict with the DISTRICT interest or policy. Any dispute concerning a question of fact arising under the terms of this agreement which is not disposed of within a reasonable period of time (ten days), shall be brought to the attention of the Contract Administrator.

Disputes that are unable to be resolved by CITY OF FOWLER and the DISTRICT representatives will attempt to be resolved through arbitration. If arbitration is unsuccessful, venue for litigation will be the County of Fresno.

## SECTION IX: ATTORNEY'S FEES

If CITY OF FOWLER fails to remit payments for services rendered pursuant to any provision of this agreement, the DISTRICT may seek recovery of fees through arbitration and/or litigation, in addition to all other remedies available.

In the event of arbitration or litigation between the DISTRICT and CITY OF FOWLER to enforce any of the provisions of this Agreement or any right of either party hereto, the unsuccessful party to such litigation agrees to pay the prevailing party's costs and expenses, including reasonable attorneys' fees, all of which shall be included in and as a part of the judgment rendered in such arbitration or litigation.

## SECTION X: DELIVERY OF NOTICES

Any notices to be served pursuant to this Agreement shall be considered delivered when deposited in the United States mail and addressed to:

FRESNO COUNTY FIRE  
PROTECTION DISTRICT  
Fire Chief  
210 S. Academy Ave.  
Sanger, CA 93657

CITY OF FOWLER  
City Manager  
128 S. 5th Street  
Fowler, CA 93625

Provisions of this section do not preclude any notices being delivered in person to the addresses shown above. Delivery in person shall constitute service hereunder, effective when such service is made.

## SECTION XI: ENTIRE CONTRACT

This Agreement contains the whole contract between the parties for the provision of Emergency Dispatch Services (only). It may be amended or modified upon the mutual written consent of the parties hereto. This agreement does NOT supplement other

specific agreements entered into by both partners for equipment or facilities, and excepting those equipment or facilities agreements, this agreement cancels and supersedes any previous agreement for the same or similar services.

IN WITNESS WHEREOF, the duly authorized officials of the parties hereto have, in their respective capacities, set their hands as of the date first hereinabove written.

Dated: \_\_\_\_\_

CITY OF FOWLER

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

Title: \_\_\_\_\_

ATTEST:

APPROVED AS TO FORM:

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

\_\_\_\_\_  
CITY OF FOWLER  
LEGAL COUNSEL

Title: \_\_\_\_\_

(SEAL)

Dated: \_\_\_\_\_

FRESNO COUNTY FIRE  
PROTECTION DISTRICT

By: \_\_\_\_\_  
President, Board of Directors

ATTEST:

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Clerk of the Board

\_\_\_\_\_  
FRESNO COUNTY FIRE  
PROTECTION DISTRICT  
LEGAL COUNSEL

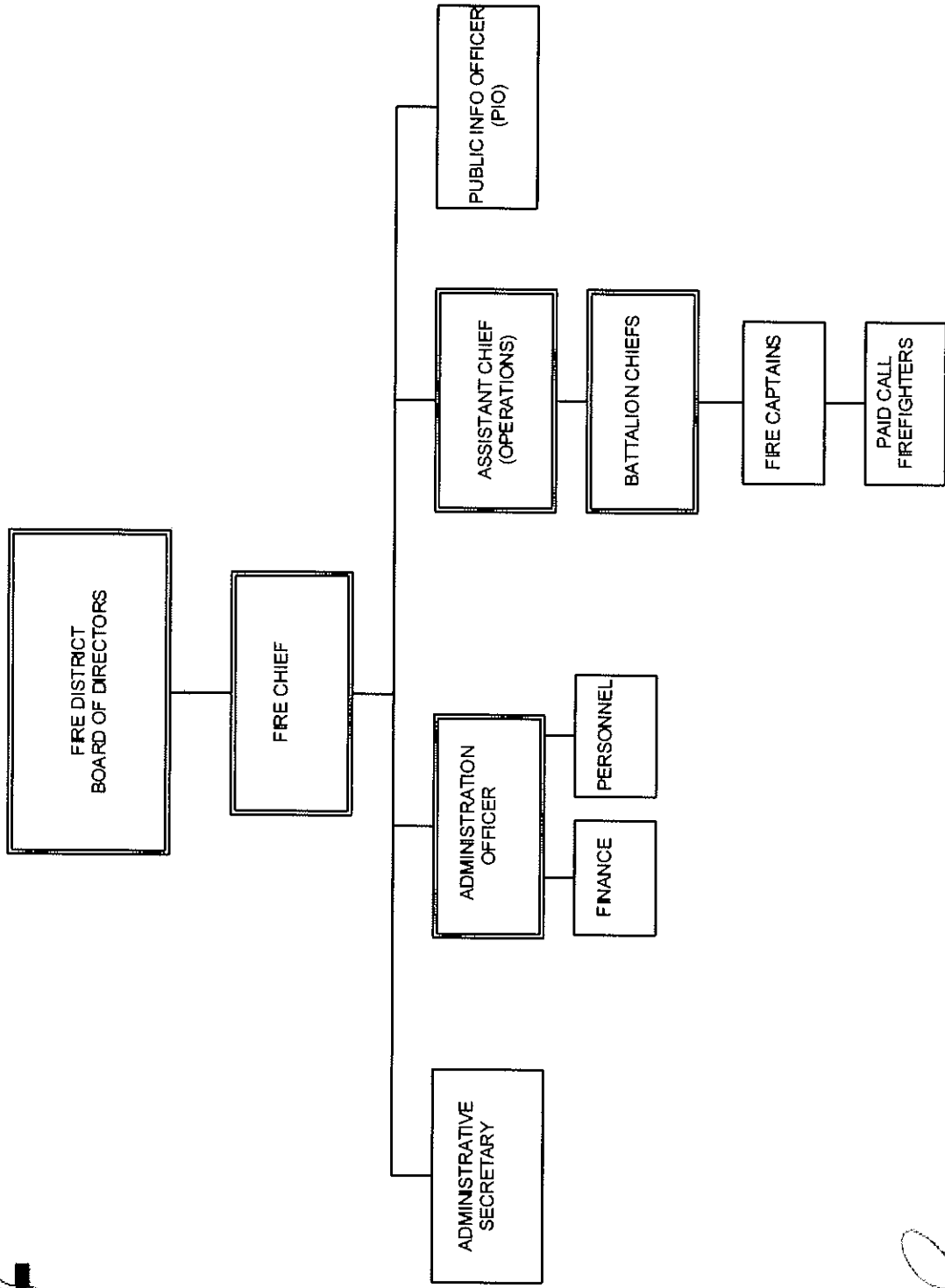
(SEAL)





**FRESNO COUNTY FIRE PROTECTION DISTRICT**  
**ORGANIZATIONAL CHART**

EXHIBIT A



DUSTIN HAIL, FIRE CHIEF 06/11/2021 DATE

Exhibit B

Fresno County Fire Protection District Standard Response Plan

Incident Type	1st Alarm Response					1st Alarm Notifications						2nd Alarm Notifications				
	Eng	Res	TRK	WT*	BC	UC	DC	BC	FP	TG	PIO	UC	DC	BC	FP	TG
<b>FIRE</b>																
Structure	4		1	2	1						x		x	1	x	x
Structure Target Hazard	6		1	2	2						x		x	1	x	x
Fire Alarm Residential	1															
Fire Alarm Commercial	1or2											x				
Refuse	1															
Vegetation (LRA)	2										x		x	1		
Vegetation (SRA)	See CALFIRE SRA Response						x^				x	x	x		x	x
Harvested Ag	2			1				x								
Improvement	1															
Farm Equipment	1							x					x			
Veh (pass. Pickup) LRA/SRA	1															
Veh (big rig, bus) LRA/SRA	2			1	1						x		x			x
Aircraft/Train	2			1	1				x	x	x	x	x		x	
Unknown Type/Reported Out	1												x			
<b>EACH Additional Alarm</b>	<b>Duplicate 1st Alarm</b>												x			
<b>Other</b>																
Medical Aid/Industrial Accident	1							x								x
Pin-in/Multi-Cas	2							x			x	x				x
Technical Rescue	3	1	1		1		x				x					
MVA	2															
MVA (bus, train)	3			2	1		x				x					
FMS/PSA	1															
Haz-mat Incident (MEN, PAR)	2				1						x					
Smoke Check	1															
Bomb Threat/Terrorism	1					x	x	x	x	x	x	x				

Special Notifications	Immediate Notifications				
Notifications	UC	DC	BC	FP	TG
Mutual Aid		X	X		
Out of Unit Response	X	X	X		
Out of Unit Response of Personnel	X♦	X	X		
Unit Employee Injury or Death	X	X	X	X	X
Unit Vehicle Accident	X	X	X		
Fire Related Death	X	X	X	X	
Theft of Unit Equipment /Vehicle		X	X	X	
2 or 3 BC's Committed		X			
Special Staffing Pattern	X	X	X		
Red Flag Warning/Watch	X	X	X	X	
Arson Series		X	X	X	
Stress Debriefing Team Activation	X	X	X		
Augmented Dispatch		X	X		

## Special Notes for Response Plan

- 📞 Notify Battalion Chief on **Medical Aids with Weapons Involved.**
- 📞 On SRA Vegetation fires see **Watershed Response Cards.**
- 📞 On Vehicle Pin-in send the **Closest Jaws Unit.**
- 📞 Brief Duty Chief of **Special Circumstances/Incidents.**
  
- \* Refer to thoroughfare card.
- \*\* Brush Patrol dispatched within zone of station influence.
- ^ Notify Duty Chief if IA response will be substantially committed.
- ♦♦ Fire alarm to schools, rest homes, and facilities with significant population, **2-engine response.**
- 🚒 Instant Aid engine is in addition to standard structure response.
- 📄 Tone out Battalion Chiefs, advisement only (their discretion to respond), advise Unit Chief of **major** vehicle accident.
- 📁 Additional Alarms on structure fires will be 3, not 4 engines.
- ❖ If threat to the wildland (next to vegetation) dispatch full wildland response.
- ♦ Advise UC of Division Chiefs assigned out of county (not all personnel).

**Exhibit C - Final**

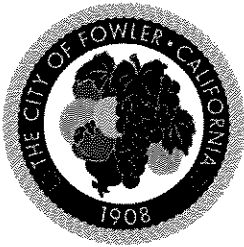
City of Fowler

FY21/22 Cost Estimate for July 1, 2021 through June 30, 2022

Fire Protection Services - Dispatch Services Only

CLASSIFICATION	NUMBER	SALARY	MONTHS	SUB-TOTAL	BENEFITS	TOTAL COST
<b>Salaries</b>					<b>50.91%</b>	
Communications Operator	1	\$6,081.00	1.00	\$6,081.00	\$3,095.84	9,176.84
<b>Extended Duty Week Compensation</b>					<b>0.00%</b>	
Not Applicable						
<b>Overtime</b>					<b>1.45%</b>	
Overtime	1	\$500.00	1.00	\$500.00	\$7.25	507.25
<b>Uniforms</b>					<b>0.00%</b>	
Uniforms (Perm)	1	\$104.17	1.00	\$104.17	\$0.00	104.17
<b>Sub-Total Personnel Services</b>						<b>9,788.26</b>
Contract Administrative Fee CAL FIRE Administrative Rate of 12.01% for Personnel.				12.01%		1,175.57
<b>TOTAL PERSONNEL SERVICES</b>						<b>10,963.83</b>
<b>Operating</b>						
Utilities						0.00
Fuel						0.00
Vehicle Maintenance						0.00
Miscellaneous Operating Expenses						500.00
<b>TOTAL OPERATING EXPENSES</b>						<b>500.00</b>
FCFPD Administrative Fee - 10% for Operating Expenses				10.00%		50.00
<b>TOTAL PERSONNEL AND OPERATIONS</b>						<b>11,513.83</b>
Less: 50% Discount per Property Tax Allocation Agreement						5,756.91
<b>GRAND TOTAL ESTIMATED COST FOR 2021/2022 FISCAL YEAR</b>						<b>5,756.91</b>

\*Based on Feb 2020 Preliminary Staff Benefit Rate Matrix FY 21/22



## FOWLER CITY COUNCIL

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ITEM NO: 5-Aii

### REPORT TO THE CITY COUNCIL

August 3, 2021

**FROM:** David Peters, City Engineer

### SUBJECT

Actions pertaining to housing starts related to Tract 6188 and Tract 6274

1. Consider Letter Amendment to Subdivision Agreement for Marshall Estates (KB Homes) – Tract 6188 amending the subdivision agreement allowing for early housing starts.
2. Consider Letter Amendment to Subdivision Agreement for Woodside Homes – Tract 6274 amending the subdivision agreement allowing for early housing starts.

### RECOMMENDATION

Staff defers to Council regarding proposed actions.

### BACKGROUND

The Fowler City Council previously approved subdivision agreements with KB Homes and Woodside Homes for housing tracts within the City of Fowler. The subdivision agreements set forth the following requirements for issuance of permits and occupancy related to single family homes.

*"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."*

The purpose of these subdivision agreement provisions is to ensure that infrastructure is complete prior to completion of individual homes and that amenities, such as the park, are available to owners upon taking possession of the homes.

Both KB Homes and Woodside Homes have requested the City issue home building permits in a manner deviating from the requirements of the Subdivision Agreement. The deviation mainly relates to issuance of permits prior to primary completion of infrastructure improvements. A summary of the incomplete infrastructure items for each tract is presented in Table 1.

Table 1 – Incomplete Tract Infrastructure

Developer	Tract No.	Incomplete infrastructure items:
KB Homes	6188	<ul style="list-style-type: none"> <li>• <b>Exterior street improvements (Armstrong Avenue)</b></li> <li>• <b>Overhead Utility Undergrounding</b></li> <li>• <b>Park Improvements</b></li> <li>• Landscaping</li> <li>• Street Lighting</li> <li>• Sidewalks</li> </ul>
Woodside Homes	6274	<ul style="list-style-type: none"> <li>• <b>Exterior street improvements (Sunnyside &amp; Sumner Avenues)</b></li> <li>• <b>Overhead Utility Undergrounding</b></li> <li>• <b>Park Improvements</b></li> <li>• <b>Storm Drainage Improvements</b></li> <li>• Landscaping</li> <li>• Street Lighting</li> <li>• Sidewalks</li> </ul>

Note: Improvements in bold are required to be completed prior to issuance of building permits. All improvements are required to be completed prior to occupancy of homes.

The developers are offering to provide additional amenities such as larger floor plans, monumentation signage at the entrances to the subdivisions, and façade enhancements on currently offered models.

In response to the developer’s request, the City has prepared a letter amendments which, if approved by Council and executed by the City Manager, would modify the terms of the subdivision agreements such that home building permits could be issued prior to “primary completion” of the improvements. The agreements would allow for the completion and use of the model homes and issuance of up to 20% of the tract building permits prior to “primary completion” of the improvements. The agreements maintains the requirement for “substantial completion” of all improvements prior to allowing occupancy of the homes.

## **FISCAL IMPACT**

The proposed modifications would have no fiscal impact as costs associated with the housing tracts are funded by fees paid by the developers.

### **Attachments:**

- Letter Amendment for Tract 6188
- Letter Amendment for Tract 6274
- Letter from KB Homes dated July 8, 2021
- KB Homes Exhibits
- Tract 6188 Subdivision Agreement
- Letter from Woodside Homes dated July 9, 2021
- Woodside Homes Exhibits
- Tract 6274 Subdivision Agreement





# City of Fowler

128 S. 5TH STREET - FOWLER, CA 93625 - VOICE: (559) 834-3113 - FAX: (559) 834-0185

August 4, 2021

Mr. Zach Gomes  
Vice President  
South Valley Business Unit KB Home South Bay  
744 P St., 3rd Floor, Suite 321  
Fresno, CA 93721

**Subject: Letter Amendment to Subdivision Agreement for Marshall Estates – Tract 6188**

The City of Fowler and KB Homes entered into a Subdivision Agreement for Tract 6188 on or about March 11, 2021, which is attached hereto and incorporated by reference ("Subdivision Agreement"). This Letter Amendment is intended to amend the Subdivision Agreement for Tract 6188.

The executed Subdivision Agreement for the subject tract states the following:

*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.*

Your letter dated July 8, 2021 outlines several infrastructure items that have yet to be completed and requests the City to issue home building permits in a manner deviating from the requirements of the Subdivision Agreement.

In response to this request the City Council at its regular meeting on August 3, 2021 agreed to amend the Subdivision Agreement as follows:

1. The two model homes may continue to completion. Once a model home is deemed complete by the Building Department, a temporary occupancy permit may be issued allowing use of the model homes for KB Homes staff and the public if the following conditions are met:

- a. The Fowler Fire Chief determines that the buildings are safe to occupy, the models are accessible for fire access, and fire hydrants are accessible.
  - b. Disabled parking is provided, and a path of travel is provided from the parking stalls to the models separating visitors from adjacent or nearby construction activity.
2. Up to 20 percent of the production home permits may be issued prior to the "primary completion" of the infrastructure as defined by the Subdivision Agreement. Diligent prosecution of the incomplete infrastructure items must continue throughout the building process of these homes.
3. KB Homes will incorporate additional features into the project as follows:
  - a. Column monumentation at the Adams Avenue and Armstrong Avenue entrances.
  - b. An additional larger home model (Model 2628) will be offered in the tract. The proposed plan will require review by the Design Review Committee.
  - c. Additional enhanced façade treatments will be offered as options to buyers.
4. No building permits, beyond the 20 percent in Item 2, will be issued until the infrastructure improvements reach "primary completion" as defined by the subdivision agreement.

All other terms, conditions, and obligations of the Subdivision Agreement not amended herein remain unchanged and in full force and effect, including all provisions for completion, inspection, approval, acceptance, security, insurance, and indemnification. Nothing in this amendment changes conditions related to issuance of occupancy for production homes as outlined in the Subdivision Agreement. All infrastructure improvements must be "substantially complete" as defined by the Subdivision Agreement, including, but not limited to, interior and exterior roads, park improvements, landscaping and undergrounding of utilities prior to issuance of Certificates of Occupancy.

If you agree to these amended terms, please sign below and provide a copy of the signed letter to the City for our records.

Respectfully,

Agreed to by:

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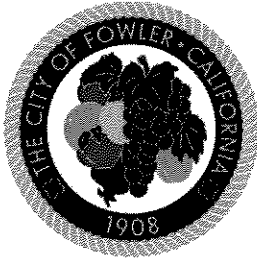
Wilma Quan  
City Manager

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Zach Gomes, VP  
KB Homes

Attachments:

KB Homes letter dated 7/8/21  
Executed Subdivision Agreement  
KB Homes Home Exhibits



# City of Fowler

128 S. 5TH STREET - FOWLER, CA 93625 - VOICE: (559) 834-3113 - FAX: (559) 834-0185

August 4, 2021

Mr. Matt Smith  
Director of Land Development  
Woodside Homes  
9 River Park Place East, Suite 430  
Fresno, CA 93720

**Subject: Letter Amendment to Subdivision Agreement for Tract 6274**

The City of Fowler and Woodside Homes entered into a Subdivision Agreement for Tract 6274 on or about February 17, 2021, which is attached hereto and incorporated by reference ("Subdivision Agreement"). This Letter Amendment is intended to amend the Subdivision Agreement for Tract 6274.

The executed Subdivision Agreement for the subject tract states the following:

*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.*

Your letter dated July 9, 2021 outlines several infrastructure items that have yet to be completed and requests the City to issue home building permits in a manner deviating from the requirements of the Subdivision Agreement.

In response to this request the City Council at its regular meeting on August 3, 2021 agreed to amend the Subdivision Agreement as follows:

1. The model homes currently under construction may continue to completion. Once a model home is deemed complete by the Building Department, a temporary occupancy permit may be issued allowing use of the model homes for Woodside Homes staff and the public if the following conditions are met:

- a. The Fowler Fire Chief determines that the buildings are safe to occupy, the models are accessible for fire access, and fire hydrants are accessible.
  - b. Disabled parking is provided, and a path of travel is provided from the parking stalls to the models separating visitors from adjacent or nearby construction activity.
2. Up to 20 percent of the production home permits may be issued prior to the “primary completion” of the infrastructure as defined by the Subdivision Agreement. Diligent prosecution of the incomplete infrastructure items must continue throughout the building process of these homes.
3. Woodside Homes will incorporate additional features into the project as follows:
  - a. Monumentation signage at the Sunnyside Avenue and Sumner Avenue entrances.
  - b. Additional features will be incorporated into homes such as landscaping up-lighting, enhanced entry doors and upgraded garage door hardware.
4. No building permits, beyond the 20 percent in Item 2, will be issued until the infrastructure improvements reach “primary completion” as defined by the subdivision agreement.

All other terms, conditions, and obligations of the Subdivision Agreement not amended herein remain unchanged and in full force and effect, including all provisions for completion, inspection, approval, acceptance, security, insurance, and indemnification. Nothing in this amendment changes conditions related to issuance of occupancy for production homes as outlined in the Subdivision Agreement. All infrastructure improvements must be “substantially complete” as defined by the Subdivision Agreement, including, but not limited to, interior and exterior roads, park improvements, landscaping and undergrounding of utilities prior to issuance of Certificates of Occupancy.

If you agree to these amended terms, please sign below and provide a copy of the signed letter to the City for our records.

Respectfully,

Agreed to by:

---

Wilma Quan  
City Manager

---

Matt Smith, Director of Land Development  
Woodside Homes

Attachments:

Woodside Homes letter dated 7/9/21  
Executed Subdivision Agreement  
Woodside Homes Exhibits



July 8, 2021

Dave Peters, PE, TE, PTOE  
Principle Engineer  
Engineering Department  
City of Fowler  
128 S. 5<sup>th</sup> St.  
Fowler, CA 93625

SUBJECT: Marshall Estates Tract 6188 – Production Building Permits and Model Occupancies

Dear Mr. Peters,

KB Home is formally requesting to be able to move forward on our production homes with under slab plumbing inspections and foundation inspections as soon as possible (tomorrow preferably) (courtesy or at-risk inspections). We will hold lumber drops until after the City Council meeting on July 20<sup>th</sup>. KB is also requesting to get temporary occupancies for our two model homes which are lots 73 and 74. We would like to get temporary occupancy final tomorrow Friday 7/9. Our sales office will be in the garage of lot 74.

In talking with Wilma today, it was discussed that if KB has to wait until 7/21 to start inspections on the 12 production homes. KB Home will not make its commitment to our homeowners and our shareholders. We have committed to have homes complete in November 2021. KB Home understand that no permanent occupancies will be granted without the improvements being complete.

KB Home is requesting that after the July 20<sup>th</sup> City Council meeting that the City allow for issuance of production building permits and be able to drop lumber immediately. KB Home's cycle time on our production homes is 90 days. This is from slab start to final occupancy inspection. Our first finals would be on November 12, 2021.

Here is where we are at with onsite and offsite improvement:

- We are complete with all sewer, water, and storm drain infrastructure both onsite and offsite.
- All paving is complete onsite.
- Sidewalks are installed around the model homes for ADA access.
- All in-tract and offsite dry utilities are complete and waiting on energization date from PG&E.
- Streetscape work has started on Adams Ave and will be complete by 8/6/21.

Here is the estimated schedule for completion:

- PG&E poles removed by 8/20.
- Streetlight will be installed by 7/16.
- All Armstrong Ave improvements to commence on 8/24 (after poles are removed) and be complete by 9/22/21.
- Landscaping along Armstrong will be complete by 9/30/21.
- Park is sitting graded at this point, KB home plans on starting the park in October with a completion date in early spring.
- All in-tract sidewalk will be complete by 8/24.
- Sidewalk along Adams is complete. Sidewalk along Armstrong will be complete by 9/1.

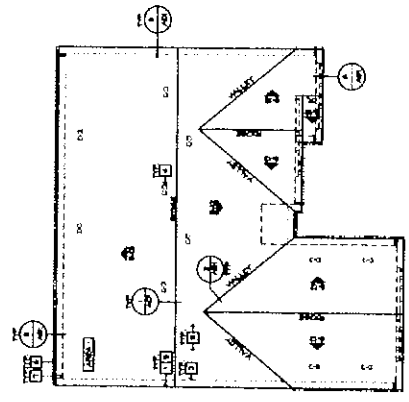
KB Home appreciates your consideration and thought to our request. We hope to hear back soon.

Sincerely,

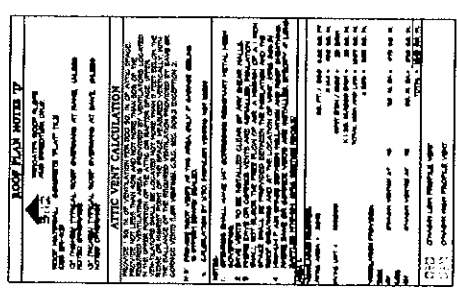
Zach Gomes  
Vice President  
KB Home South Valley  
744 P St., Suite 321  
Fresno, CA 93721

CC: Wilma Quan, City Manager  
Thomas Gaffery, Community Development Director

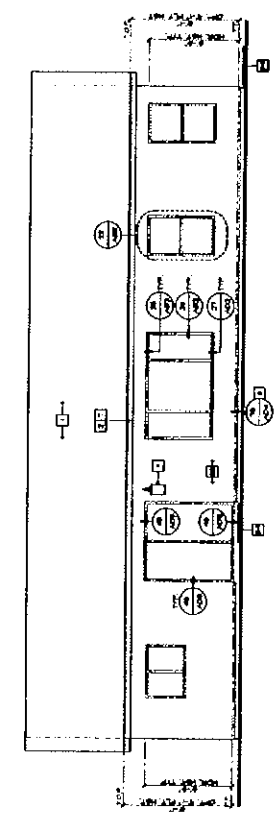
optional trick



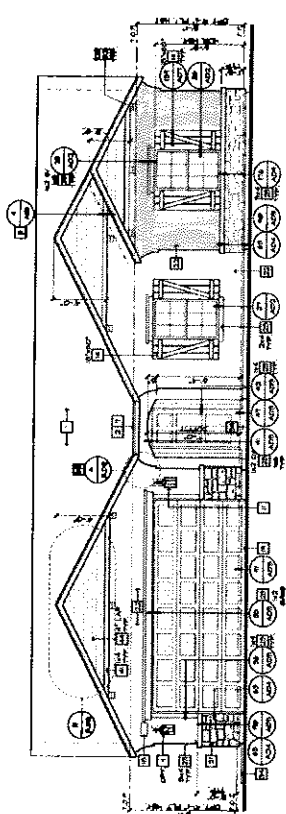
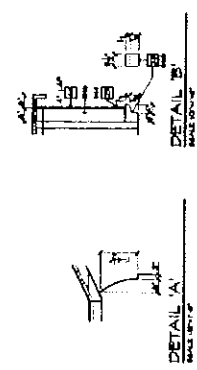
ROOF PLAN 'D'



Optional stone



REAR ELEVATION D'  
SCALE 1/8" = 1'-0"



**FRONT ELEVATION D'**

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<p>220. <u>CONCLUSION</u> _____</p> <p>221. <u>SIGNATURE</u> _____</p> <p>222. <u>DATE</u> _____</p> <p>223. <u>LOCATION</u> _____</p> <p>224. <u>TIME</u> _____</p> |
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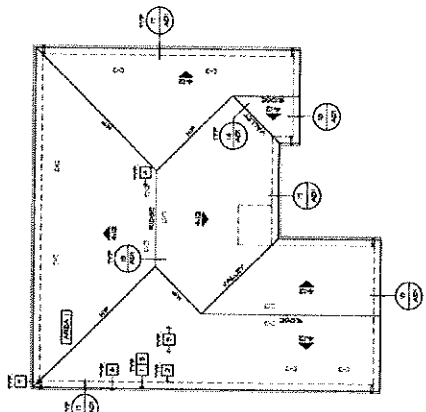


**MARSHALL ESTATES**  
 4000 Executive Parkway  
 Suite 125  
 San Ramon, CA 94583  
 Tel: (925) 980-4000  
 Fax: (925) 980-4006



PLAN 1491600  
 SHEET 3.02  
 SPEC LEVEL 1B

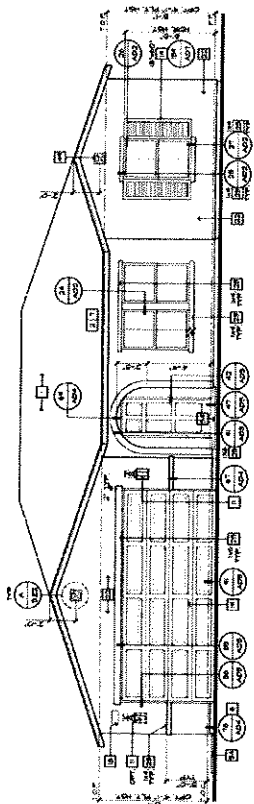
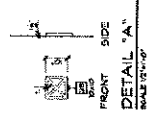
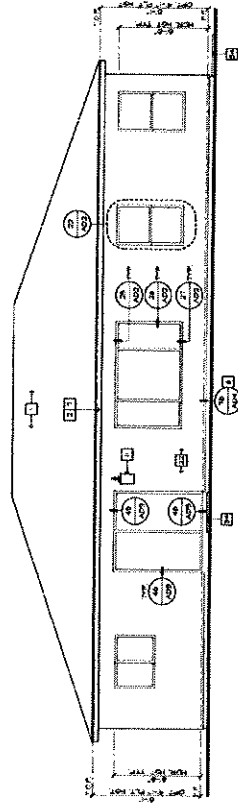
CITY OF FOWLER



ROOF PLAN 'E'  
 SCALE: 1/8" = 1'-0"

ROOF PLAN NOTES 'E'	
1. ROOF MATERIAL - CONCRETE IN TILES	
2. 2" FAS/CLAY/SLANDERWOOD	
3. 4" LUMP CORNER	
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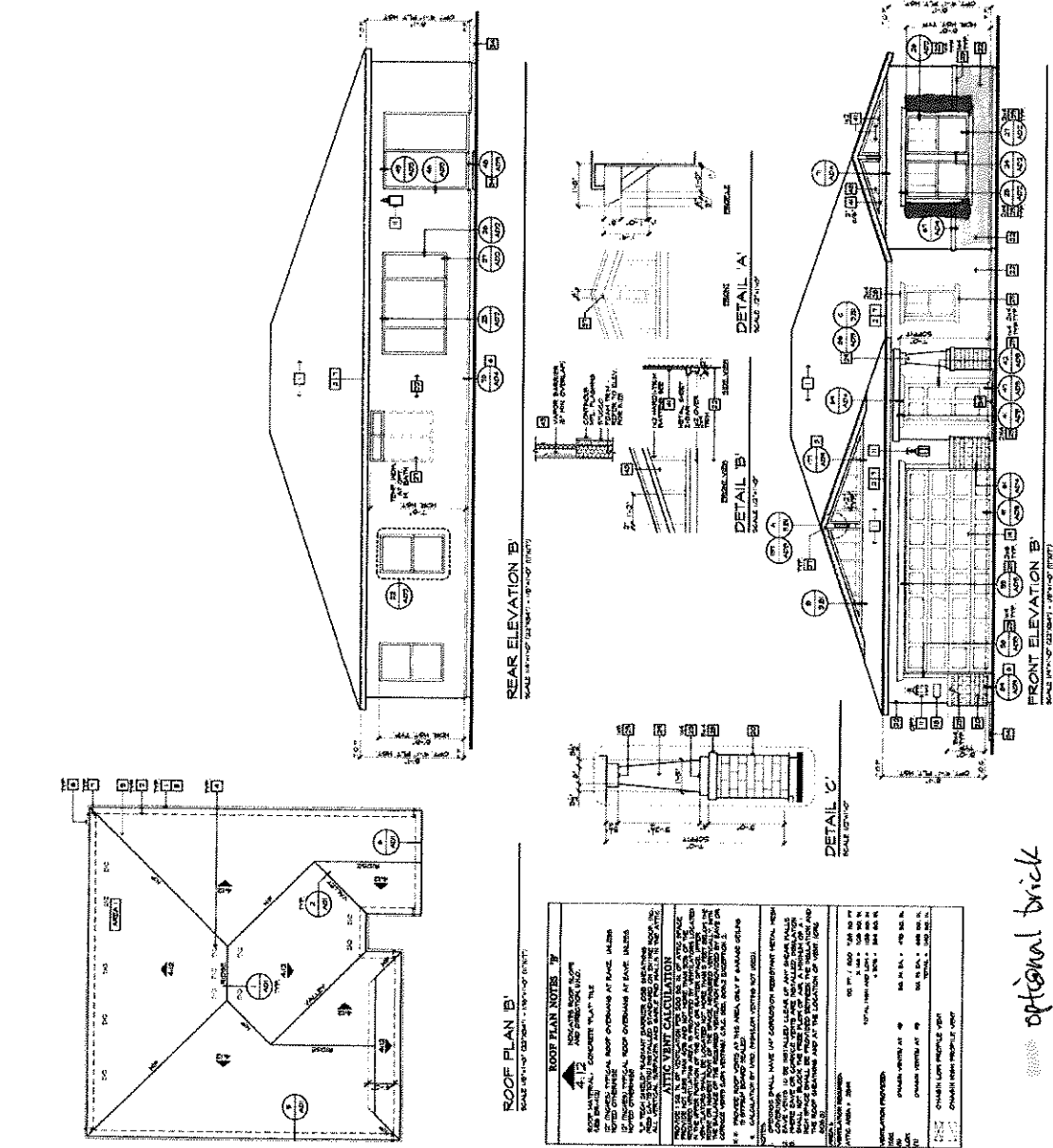
REAR ELEVATION 'E'  
 SCALE: 1/8" = 1'-0"



FRONT ELEVATION 'E'  
 SCALE: 1/8" = 1'-0"

*\* not to be added on this plan*

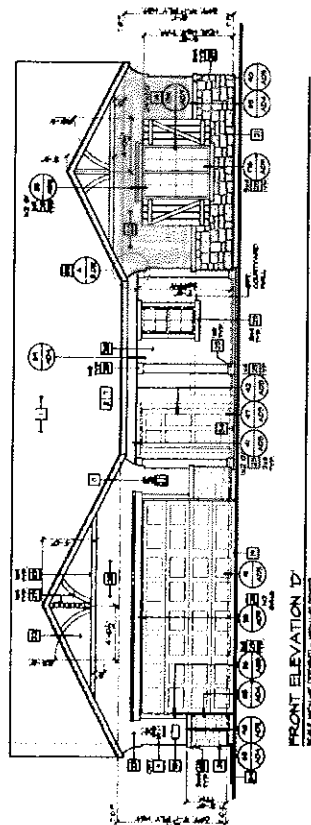
ELEVATION NOTES	
1. ROOF MATERIALS - REFER TO GENERAL NOTES	
2. 3D PHOTOGRAPHIC RENDERING	
3. 3D PHOTOGRAPHIC RENDERING	
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**MARSHALL ESTATES**  
10000 S. 100TH AVE.  
SUITE 100  
DENVER, CO 80231  
Tel: (303) 985-4800  
Fax: (303) 985-4800

ISSUE DATE: 12/17/20  
PROJECT NO.: 85488  
CITY OF FOWLER  
EXTENSIONS

150.1860  
3.81



optional stone

[illegible]



**MARSHALL ESTATES**

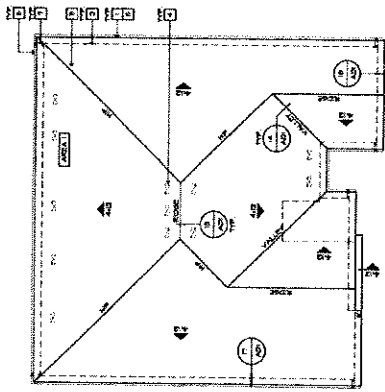
0000 Executive Parkway  
San Ramon, CA 94583  
Tel: (925) 952-4800  
Fax: (925) 944-3886



PLAN 1501860  
SHEET 3 OF 2

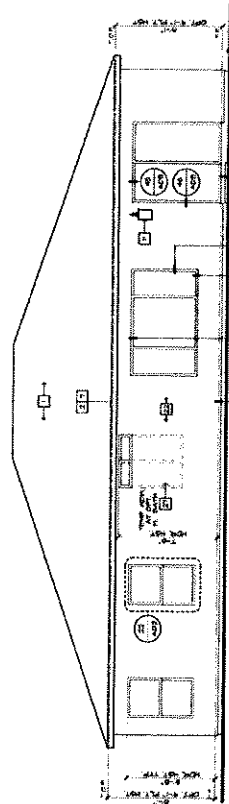
SPEC LEVEL 1B  
CITY OF FOWLER

ELEVATION NOTES	
1. FINISH MATERIALS - REFER TO ARCHITECTURAL NOTES	
2. FINISH GRADES - REFER TO ARCHITECTURAL NOTES	
3. ELEVATION DIMENSIONS	
4. 6" DEEP SLUICED	
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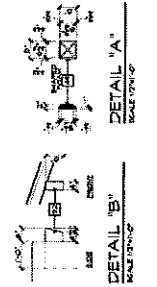


ROOF PLAN E'  
SCALE: 1/8" = 1'-0"

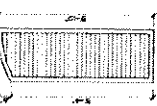
ROOF PLAN NOTES	
1. FINISH MATERIALS - REFER TO ARCHITECTURAL NOTES	
2. FINISH GRADES - REFER TO ARCHITECTURAL NOTES	
3. ELEVATION DIMENSIONS	
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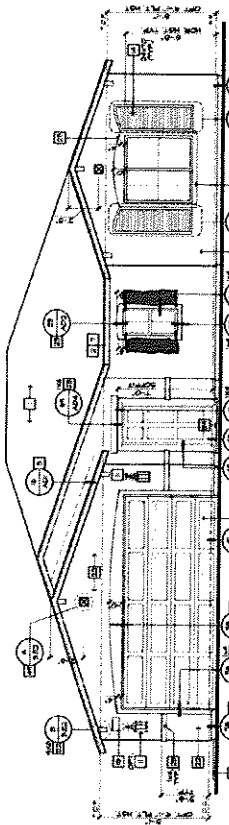
REAR ELEVATION E'  
SCALE: 1/8" = 1'-0"



DETAIL A'  
SCALE: 1/4" = 1'-0"

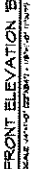


DETAIL B'  
SCALE: 1/4" = 1'-0"

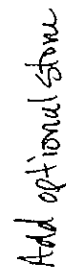


FRONT ELEVATION E'  
SCALE: 1/8" = 1'-0"

optional shutters



SPEC LEVEL 1B  
CITY OF FOWLER



DATE: 10/17/20  
PROJECT No.: 000000  
INVESTOR: C.S.  
REMARKS:

7.9

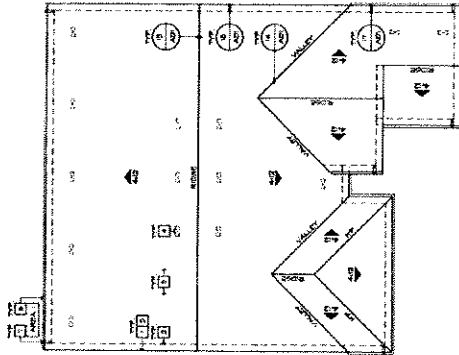


PLATE 1502148

**SPEC LEVEL 13**  
**CITY OF FOWLER**

**kbb**  
**HOME**MARSHALL  
ESTATES

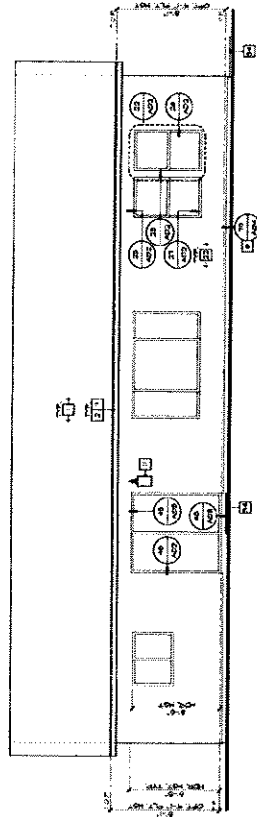
12 HODS  
SOUTH BAY  
3000 Executive Parkway  
Suite 126  
San Ramon, CA 94583  
Tel: (925) 598-4500  
Fax: (916) 594-3945



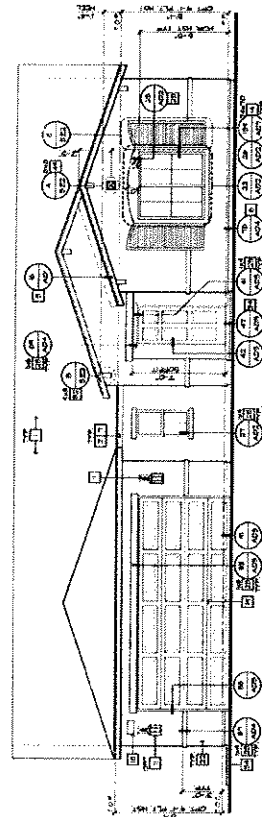
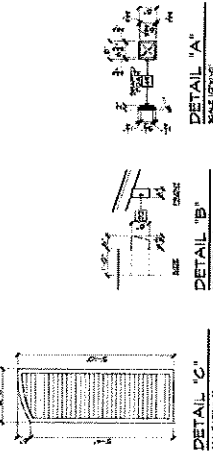
ROOF PLAN E  
SCALE 1/8" = 1'-0"

ROOF PLAN NOTE	
1. ROOF MATERIAL: GOMPHRETT'S TILE	
2. ROOF SLOPE: 12/12	
3. ROOF DRAINAGE: TO REAR ELEVATION	
4. ROOF VENT: 12" DIA. VENT	
5. ROOF FLASHING: 18" DIA. FLASHING	
6. ROOF GUTTER: 18" DIA. GUTTER	
7. ROOF HANGING: 18" DIA. HANGING	
8. ROOF BRACING: 18" DIA. BRACING	
9. ROOF INSULATION: 18" DIA. INSULATION	
10. ROOF FINISH: 18" DIA. FINISH	
11. ROOF JOIST: 18" DIA. JOIST	
12. ROOF TRUSS: 18" DIA. TRUSS	
13. ROOF RAFTER: 18" DIA. RAFTER	
14. ROOF PURLIN: 18" DIA. PURLIN	
15. ROOF BRACE: 18" DIA. BRACE	
16. ROOF HANG: 18" DIA. HANG	
17. ROOF BRAC: 18" DIA. BRAC	
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98. ROOF PUR: 18" DIA. PUR	
99. ROOF BRAC: 18" DIA. BRAC	
100. ROOF HANG: 18" DIA. HANG	

\* nothing about to add on this elevation



REAR ELEVATION E  
SCALE 1/8" = 1'-0"



FRONT ELEVATION E  
SCALE 1/8" = 1'-0"

ELEVATION NOTES	
1. ROOF MATERIAL: GOMPHRETT'S TILE	
2. ROOF SLOPE: 12/12	
3. ROOF DRAINAGE: TO REAR ELEVATION	
4. ROOF VENT: 12" DIA. VENT	
5. ROOF FLASHING: 18" DIA. FLASHING	
6. ROOF GUTTER: 18" DIA. GUTTER	
7. ROOF HANGING: 18" DIA. HANGING	
8. ROOF BRACING: 18" DIA. BRACING	
9. ROOF INSULATION: 18" DIA. INSULATION	
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11. ROOF JOIST: 18" DIA. JOIST	
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**MARSHALL ESTATES**  
130 BAY  
Suite 125  
San Ramon, CA 94583  
Phone: (925) 391-1111  
Fax: (925) 391-1111

INSUR. DATE: 12/17/03  
PROJECT NO.: 103402  
DIVISION: MRL  
BY: RYAN  
C.E.



PLANS  
1502148  
SHEET: 3.E2

SPEC LEVEL 1B  
CITY OF FOWLER

**ELEVATION NOTES**

1. RAMP MATERIAL - REFER TO ARCHIT. NOTES
2. 3/4" PLYWOOD SUBFLOOR
3. 4" x 12" JOIST
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**REAR ELEVATION 'B'**

SCALE: 1/8" = 1'-0"

**ROOF PLAN 'B'**

SCALE: 1/8" = 1'-0"

**FRONT ELEVATION 'B'**

SCALE: 1/8" = 1'-0"

**DETAIL 'A'**

SCALE: 1/8" = 1'-0"

**ROOF PLAN 'A'**

SCALE: 1/8" = 1'-0"

**REAR ELEVATION 'A'**

SCALE: 1/8" = 1'-0"

**FRONT ELEVATION 'A'**

SCALE: 1/8" = 1'-0"

**DETAIL 'B'**

SCALE: 1/8" = 1'-0"

**DETAIL 'C'**

SCALE: 1/8" = 1'-0"

**ROOF PLAN 'C'**

SCALE: 1/8" = 1'-0"

**REAR ELEVATION 'C'**

SCALE: 1/8" = 1'-0"

**FRONT ELEVATION 'C'**

SCALE: 1/8" = 1'-0"

**DETAIL 'D'**

SCALE: 1/8" = 1'-0"

**DETAIL 'E'**

SCALE: 1/8" = 1'-0"

**ROOF PLAN 'D'**

SCALE: 1/8" = 1'-0"

**REAR ELEVATION 'D'**

SCALE: 1/8" = 1'-0"

**FRONT ELEVATION 'D'**

SCALE: 1/8" = 1'-0"

**DETAIL 'F'**

SCALE: 1/8" = 1'-0"

**DETAIL 'G'**

SCALE: 1/8" = 1'-0"

**ROOF PLAN 'E'**

SCALE: 1/8" = 1'-0"

**REAR ELEVATION 'E'**

SCALE: 1/8" = 1'-0"

**FRONT ELEVATION 'E'**

SCALE: 1/8" = 1'-0"

**DETAIL 'H'**

SCALE: 1/8" = 1'-0"

**DETAIL 'I'**

SCALE: 1/8" = 1'-0"

**ROOF PLAN 'F'**

SCALE: 1/8" = 1'-0"

**REAR ELEVATION 'F'**

SCALE: 1/8" = 1'-0"

**FRONT ELEVATION 'F'**

SCALE: 1/8" = 1'-0"

**DETAIL 'J'**

SCALE: 1/8" = 1'-0"

**DETAIL 'K'**

SCALE: 1/8" = 1'-0"

**ROOF PLAN 'G'**

SCALE: 1/8" = 1'-0"

**REAR ELEVATION 'G'**

SCALE: 1/8" = 1'-0"

**FRONT ELEVATION 'G'**

SCALE: 1/8" = 1'-0"

**DETAIL 'L'**

SCALE: 1/8" = 1'-0"

**DETAIL 'M'**

SCALE: 1/8" = 1'-0"







2628 Plan

Spanish 'A'



2628 Plan

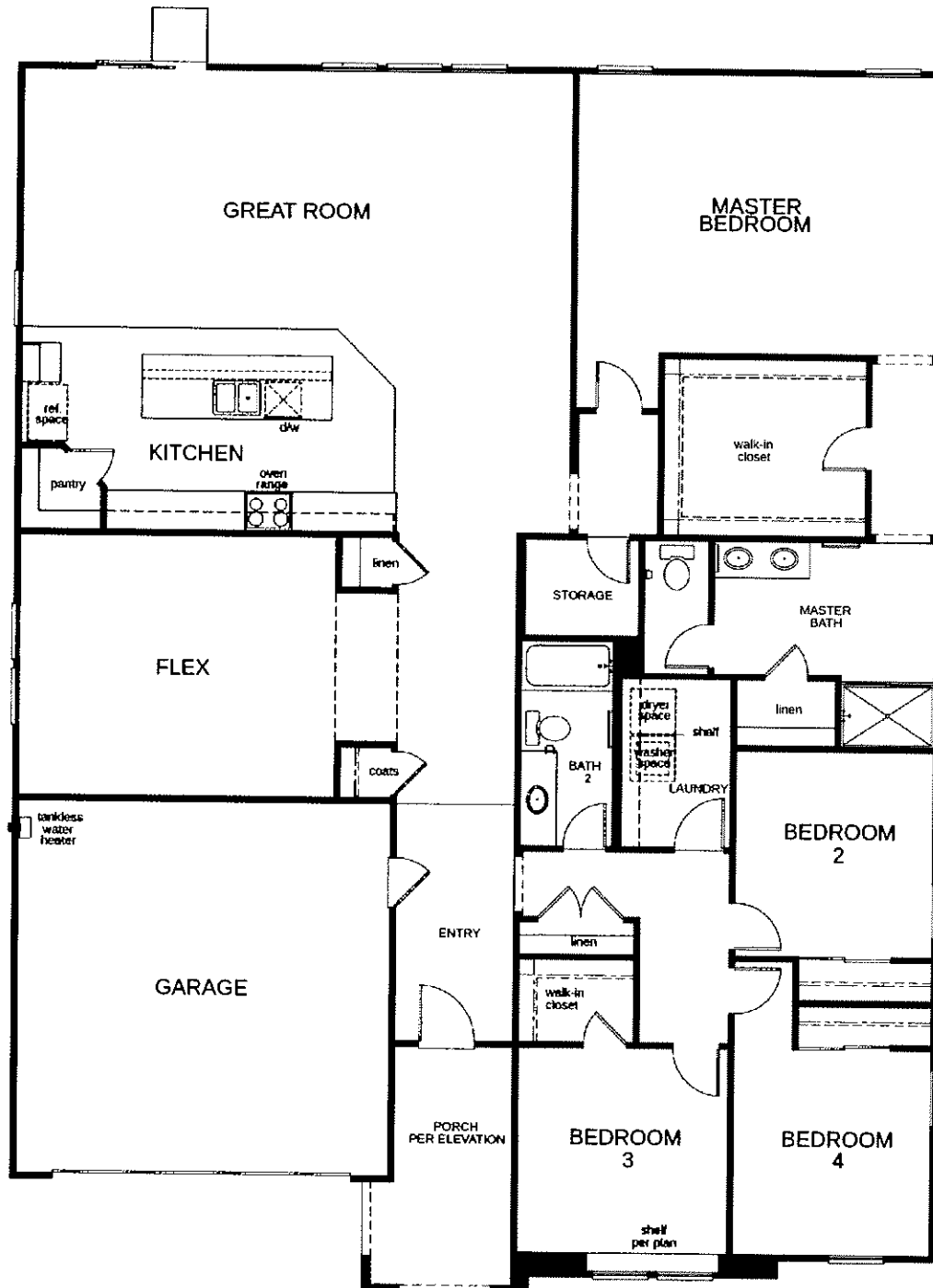
Ranch 'B'



2628 Plan

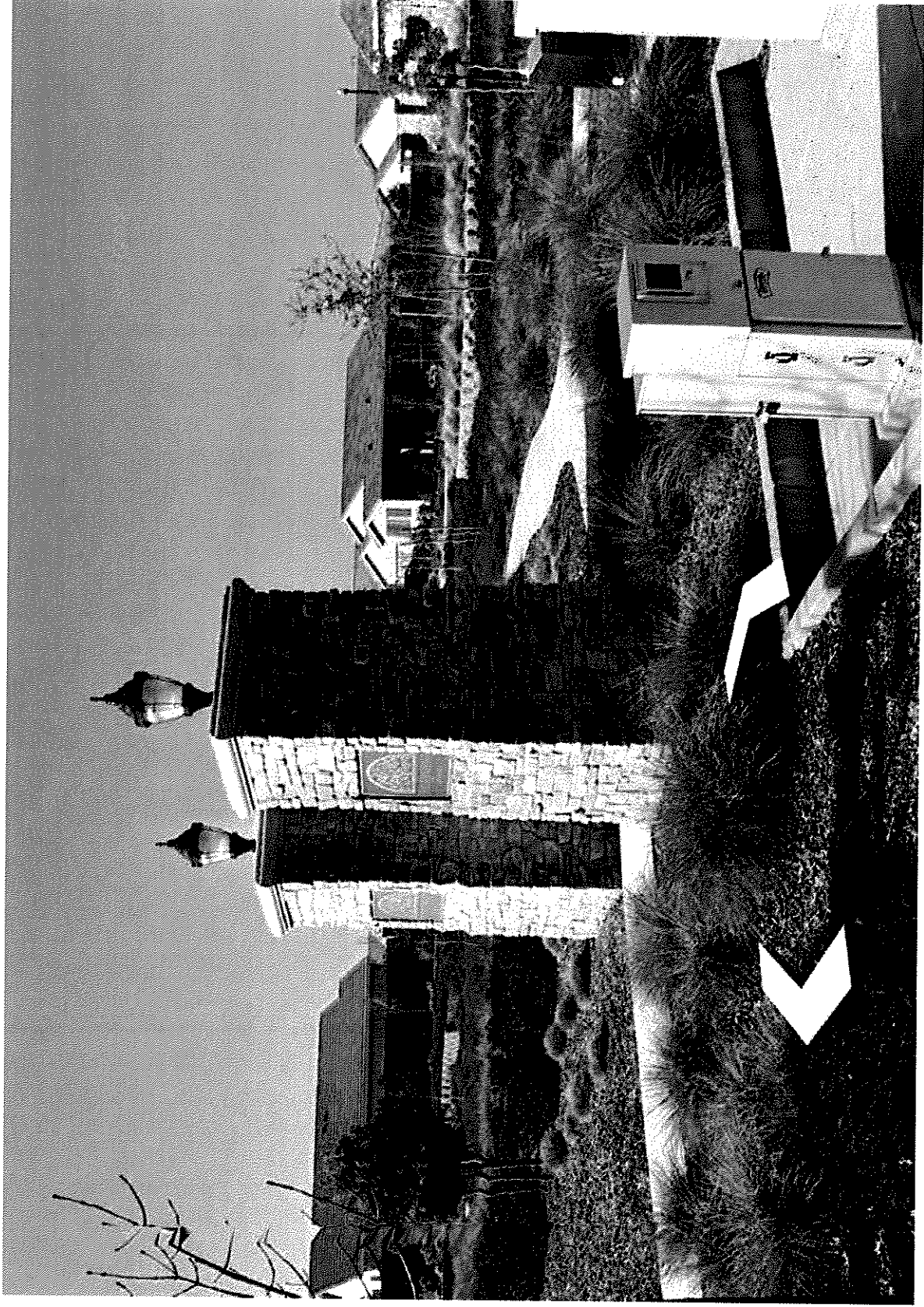
Traditional 'C'







KB Home is proposing to install these columns w/out the lighting at the Adams Ave entrance



Recording Requested by: )  
 )  
City of Fowler )  
 )  
and When Recorded, Mail to: )  
 )  
City of Fowler )  
 )  
128 South Fifth Street )  
 )  
Fowler, CA 93625 )

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(Exempt from Recording Fees – Govt Cod Sec. 27383)

SUBDIVISION AGREEMENT FOR TRACT 6188

This page added to provide adequate space for the above information only.  
(Government Code 27361.6)



**CITY OF FOWLER  
SUBDIVISION AGREEMENT**

TRACT NO. 6188

THIS SUBDIVISION AGREEMENT ("AGREEMENT") is made and entered into this 11<sup>th</sup> day of March, 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.

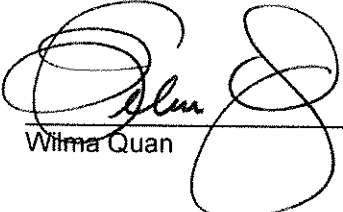
17. Governing Law. This Agreement shall be construed and governed pursuant to the laws of the State of California.

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


IN WITNESS WHEREOF, the parties have executed this Agreement on the 11<sup>th</sup> day of March, 2021.

CITY OF FOWLER

FOWLER CITY MANAGER

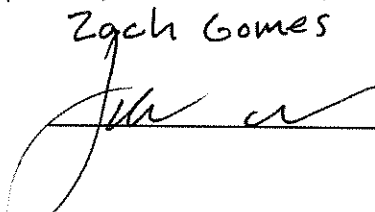
By:   
Wilma Quan


APPROVED AS TO CONTENT:

By:   
David Peters, PE  
City Engineer

SUBDIVIDER

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

Zach Gomes  
By:   
ATTEST:

By:   
Deputy City Clerk

# 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 Batros - Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared Zachory Ray Grimes  
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: \_\_\_\_\_

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**  
**CIVIL CODE § 1189**

State of California

County of FRESNO

On 04/28/2021  
Date

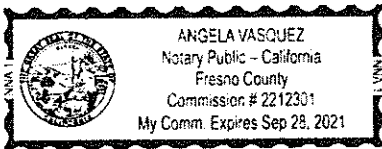
before me,

ANGELA VASQUEZ, Notary Public,  
Here Insert Name and Title of the Officer

personally appeared

WILMA QUAN

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.

Place Notary Seal Above

Signature: Angela Vasquez

Signature of Notary Public

**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**

Title or Type of Document: Subdivision Agreement Document Date: 3/11/2021

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's Name: \_\_\_\_\_

- ☐ Corporate Officer — Title(s): \_\_\_\_\_  
☐ Partner — ☐ Limited ☐ General  
☐ Individual ☐ Attorney in Fact  
☐ Trustee ☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

[illegible]

## 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 =	<u>\$7,000.00</u>
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.

**RESOLUTION NO. 2497**

**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

  
David Cardenas, Mayor

\*\*\*\*\*

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:Cardenas, Rodriquez, Parra, Kazarian, & Mejia
Noes:	Councilmembers:None
Absent:	Councilmembers:None
Abstain:	Councilmembers:None

  
Angela Vasquez, Deputy City Clerk  
City of Fowler



### Tract 6188 Legal Description

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



July 9, 2021

Dave Peters  
City of Fowler  
128 S. 5<sup>th</sup> Street  
Fowler CA 93625

RE: Request for Home Building Permit Issuance at Tract 6274

Woodside Homes is requesting that the City of Fowler issue home building permits for our new Tract 6274 project located at the northwest corner of Sumner and Sunnyside Avenue. This request is consistent with recent communication from staff whereby we were cleared for permit issuance.

Understanding that this item may require Council review and approval, we respectfully request the City allow "At-risk foundation only" permits to be issued immediately.

For your consideration, the current status of the project is provided below, along with a detailed schedule for the remainder of the work.

Onsite improvements – Substantially complete, meeting agreement requirements

- Sewer, storm drain, and water are complete; we anticipate water system tie-in by July 16
- Sewer permit clearance has been obtained from SKF
- Dry utilities are installed and backfilled and awaiting PG&E scheduling for project heat up
- Interior streets are paved
- Park construction to begin July 19 and is expected to be complete in late September

Offsite improvements – Per schedule below, estimated to meet permit issuance requirements 8/31

- Storm drain is complete in Sunnyside Avenue. Offsite storm drain through Caltrans right of way is scheduled for 7/13 to 7/30, the encroachment permit has been obtained for this work
- Water installation in Sumner Avenue is scheduled for 8/2 through 8/13
- Curb and gutter installation 8/2 to 8/20
- Dry utility underground work (Rule 20)
  - Utilities are installed and awaiting project dates from PG&E for heat up and pole removal along Sumner and Sunnyside
  - Woodside continues to push for this to be complete by 7/30

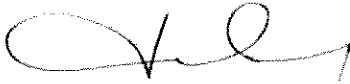
- Sumner sewer installation (requires PG&E to complete pole removals) – 15 working days for installation
- Sunnyside pavement to be constructed 8/23 to 9/3
- Sumner pavement contingent upon PG&E work, duration of 25 days total
- Block wall is scheduled to begin 7/19 and complete 8/20
- Frontage landscape to begin 9/6 and complete 10/15

The onsite improvements meets and/or exceeds requirements contained in the subdivision agreement pertaining to home building permits issuance. We are actively working to complete all offsite improvements per the schedules above, including working with PG&E for complete project energization and utility undergrounding completion.

Our home construction teams anticipate a 4 month build time for this project, indicating the first final inspections would occur in mid-November, after all development improvements are complete.

Woodside Homes enjoys an excellent relationship with the City of Fowler and looks forward to finalizing a project that we feel very proud of. If any questions, please do not hesitate to contact me.

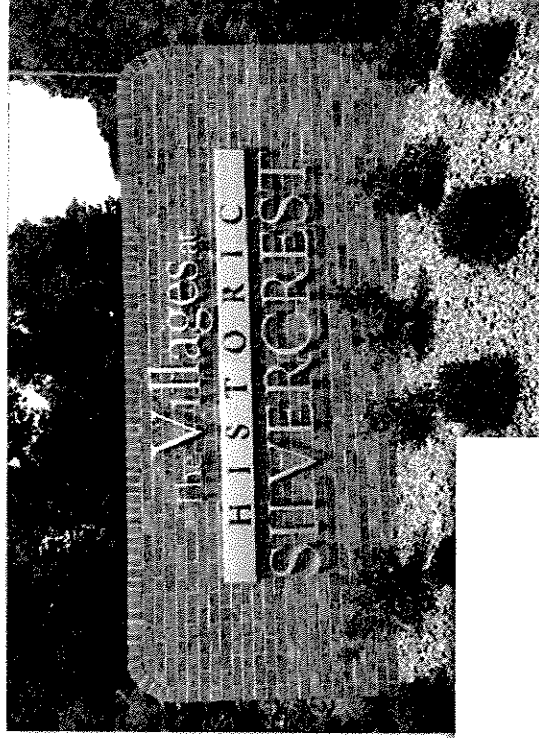
Best regards,



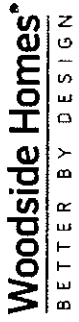
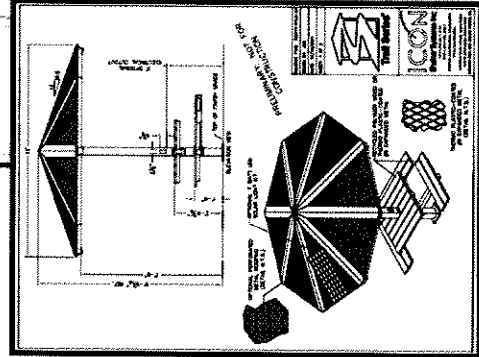
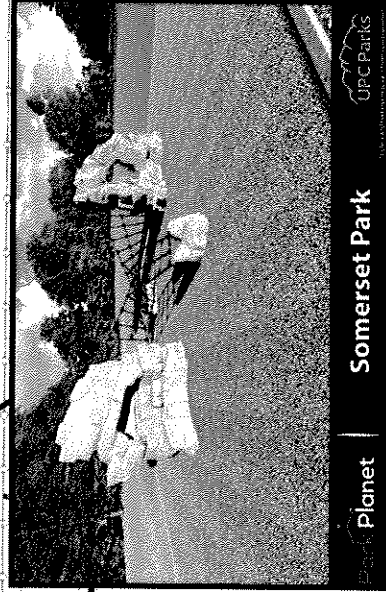
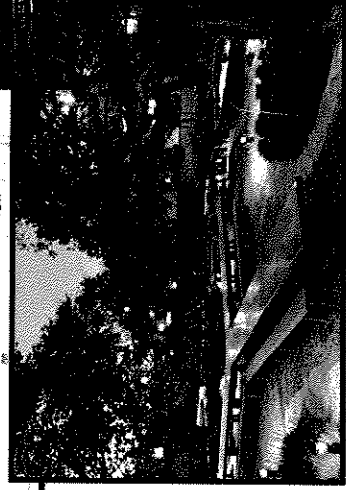
Jason Huckleberry  
Land Development Manager  
Woodside Homes - Central Valley Division  
(559) 793-6780  
[jason.huckleberry@woodsidehomes.com](mailto:jason.huckleberry@woodsidehomes.com)



Fowler Tract 6274 - Somerset Crossing - Proposed Entry Signage

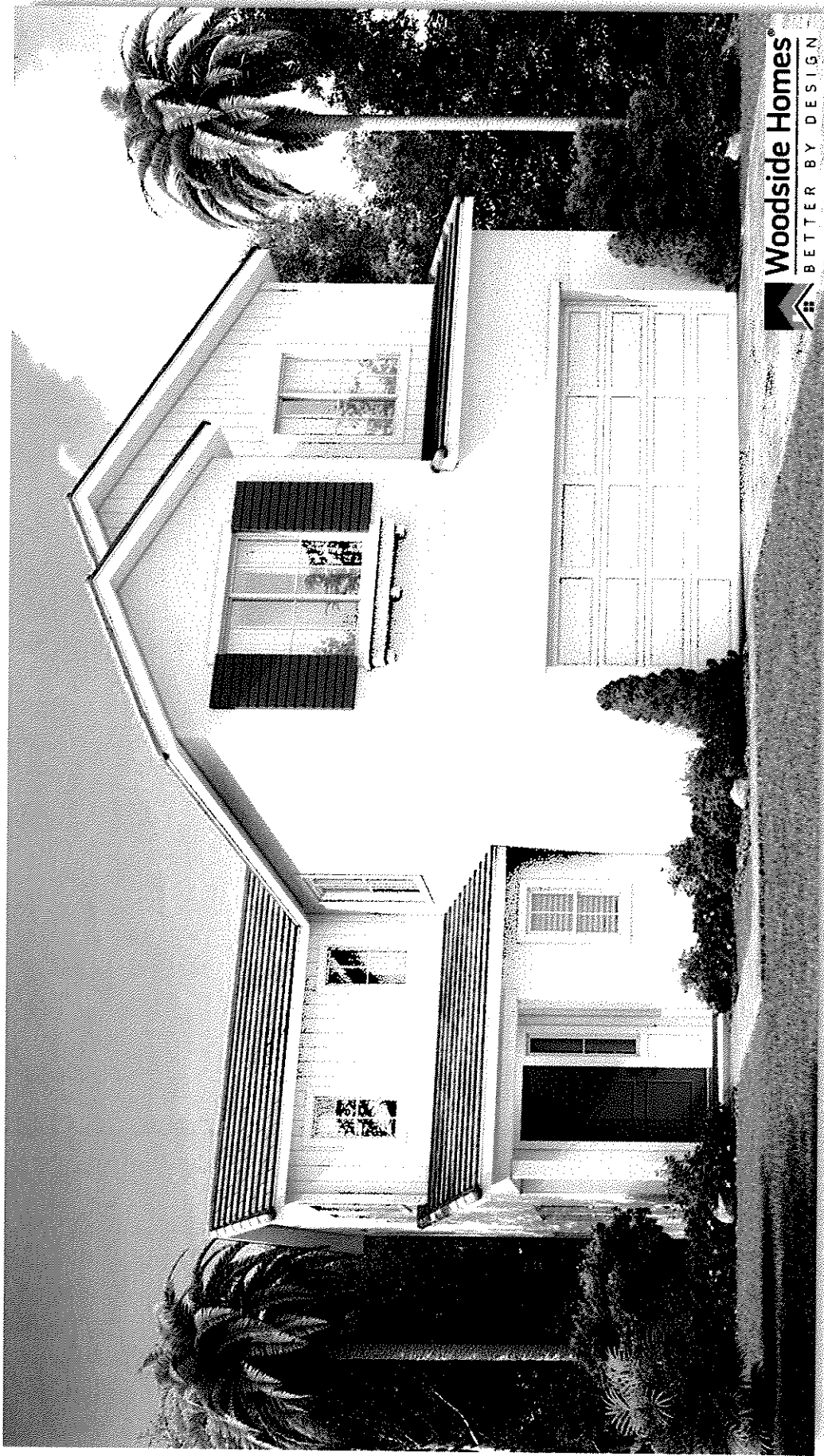


Decorative entry sign on  
block wall proposed at  
NW corner of Summer &  
Sunnyside

[illegible]




 **Woodside Homes®**  
BETTER BY DESIGN



**Woodside Homes®**  
BETTER BY DESIGN™



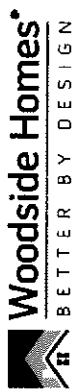


 **Woodside Homes®**  
BETTER BY DESIGN

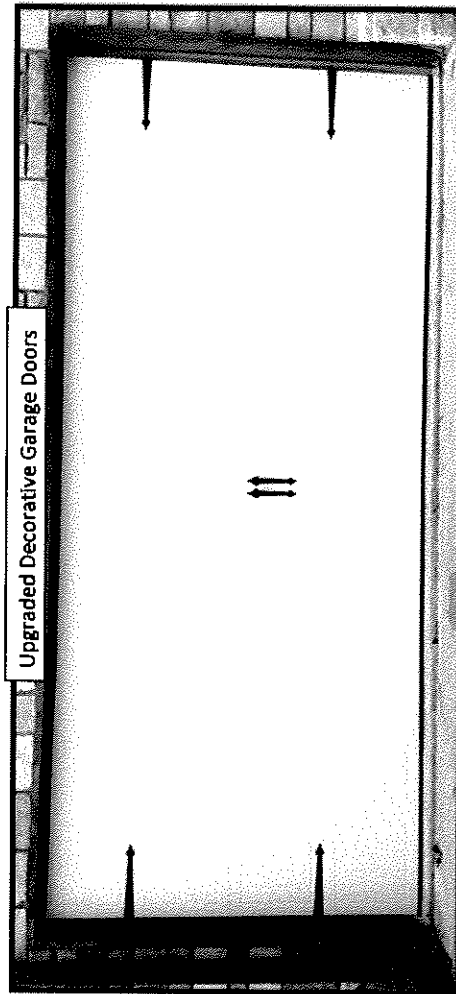
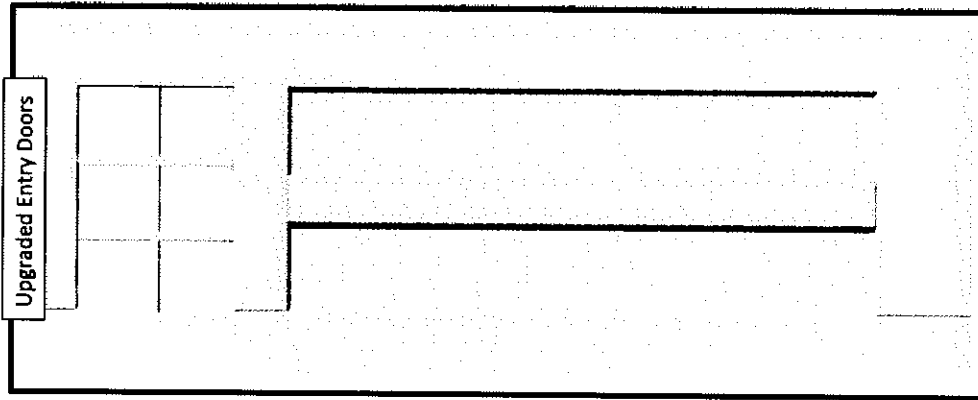
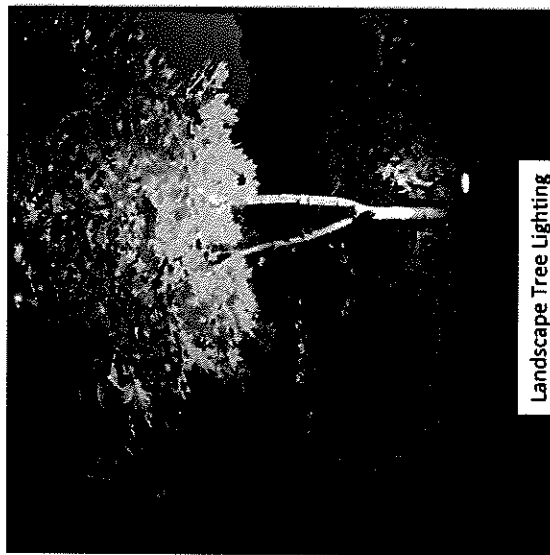




 **Woodside Homes®**  
BETTER BY DESIGN



Fowler Tract 6274 -- Added Home Amenity Options



Recording Requested by: )  
 )  
City of Fowler )  
 )  
and When Recorded, Mail to: )  
 )  
City of Fowler )  
 )  
128 South Fifth Street )  
 )  
Fowler, CA 93625 )

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(Exempt from Recording Fees – Govt Cod Sec. 27383)

SUBDIVISION AGREEMENT FOR TRACT 6274

This page added to provide adequate space for the above information only.  
(Government Code 27361.6)

**CITY OF FOWLER  
SUBDIVISION AGREEMENT**

TRACT NO. 6274

THIS SUBDIVISION AGREEMENT ("AGREEMENT") is made and entered into this 5<sup>th</sup> day of JANUARY 2020, by and between WOODSIDE 06N, LP, a California Limited Partnership, ("SUBDIVIDER"), and the CITY OF FOWLER, a Municipal Corporation ("CITY").

**RECITALS**

A. Tentative Map No. 6274 (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.

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 its 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 the cost of 554 lineal feet of 12-inch waterline installed in Sumner Avenue (Sta 11+10.22 to Sta 16+65.29).
- b. 50% of eligible park improvement costs (estimated to be \$208,794) to be credited towards park impact fees.
- c. Outlot D (6,144 square foot lot). Eligible reimbursement costs will be equal to the purchase price paid by the developer for the dedicated land and frontage improvements surrounding the site (curb, gutter, sidewalk, landscaping, etc.).

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 21<sup>st</sup> day of January, ~~2020~~ 2021.

CITY OF FOWLER

FOWLER CITY MANAGER

By:

  
Jeannie Davis

SUBDIVIDER


WOODSIDE 06N, LP, a California Limited Partnership By: WDS GP, Inc., a California Corporation, it's General Partner

By:

  
Kerry Medellin, Vice President

APPROVED AS TO CONTENT:

ATTEST:

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

By:   
Fowler Deputy City Clerk

**TENTATIVE SUBDIVISION MAP**  
**TRACT NO. 6274**  
**A VESTING MAP**

1. AREA - CITY OF PEASE  
2. AREA - CITY OF PEASE  
3. AREA - CITY OF PEASE  
4. AREA - CITY OF PEASE  
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**LEGEND:**  
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**NOTES:**  
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## 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 sanitary sewerage facilities as shown on the approved improvement plans in accordance with City Standards and Specifications.

\$ 265,109.50

#### Sanitary Sewer System

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

\$ 196,784.00

#### 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.

\$ 101,740.00

#### Water System

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

\$ 259,248.00

#### 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.

\$ 1,016,147.70

**Total Estimate Construction Costs =**

**\$ 1,839,029.20**



### SECURITY REQUIREMENTS

Performance	\$ <u>1,839,029.20</u>
Labor and Material	\$ <u>919,514.60</u>
Warranty	\$ <u>459,757.30</u>
Monumentation Security	\$ <u>8,500.00</u>

### PLAN CHECK AND INSPECTION FEE

Improvement Plan Check and Inspection Fees (3%) = \$55,170.00

Less Previously Paid = \$15,000.00

Total Due = \$40,170.00

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.

## ACKNOWLEDGMENT

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

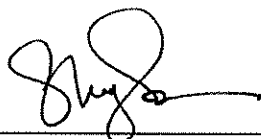
State of California  
County of FRESNO )

On JANUARY 5, 2021 before me, S. LEYBA-STRONG, NOTARY PUBLIC  
(insert name and title of the officer)

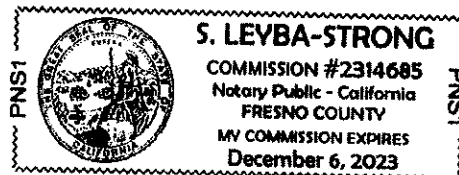
personally appeared KERRY MEDELLIN,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~  
subscribed to the within instrument and acknowledged to me that ~~he~~/she/~~they~~ executed the same in  
~~his~~/her/~~their~~ authorized capacity(ies), and that 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 

(Seal)



# CALIFORNIA ALL- PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

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

State of California }

County of Fresno }

On January 20, 2021 before me, J. Leal Notary Public,  
(Here insert name and title of the officer)

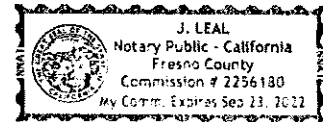
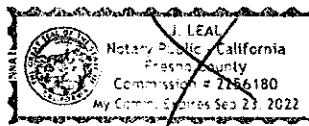
personally appeared Jeannie AKA Jean Davis,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their 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.

J. Leal  
Notary Public Signature

(Notary Public Seal)



## ADDITIONAL OPTIONAL INFORMATION

### DESCRIPTION OF THE ATTACHED DOCUMENT

City of Fowler Subdivision  
(Title or description of attached document)

Agreement  
(Title or description of attached document continued)

Number of Pages \_\_\_\_\_ Document Date \_\_\_\_\_

### CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)  
☐ Corporate Officer

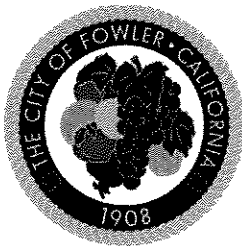
\_\_\_\_\_  
(Title)

- ☐ Partner(s)  
☐ Attorney-in-Fact  
☐ Trustee(s)  
☐ Other \_\_\_\_\_

## INSTRUCTIONS FOR COMPLETING THIS FORM

*This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.*

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they, is/are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

**FOWLER CITY COUNCIL**

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ITEM NO: 5-Bii

**REPORT TO THE CITY COUNCIL**

August 3, 2021

**FROM:** Dario Dominguez, Public Works Director**SUBJECT**

Consider proposals from vendors for the City's Solar/Energy Conservation Project and provide Staff direction on the selected vendor to begin negotiating a Project Agreement

**BACKGROUND**

On October 5, 2020, the City released a Request for Qualifications (RFQ) for the Energy Conservation and Energy Generation Project and received one response from Sitelogiq Inc. Sitelogiq proposed two solar array sites at the cost of \$1,339,595.00. Staff began negotiations with Sitelogiq and in the course of negotiations staff felt it was in the best interest of the City to solicit additional proposals and include additional potential sites. As part of this due diligence, staff contacted four additional solar companies and received two additional proposals for three total solar array sites within the City. Staff provided Sitelogiq with the opportunity to revisit its proposal and provide an updated proposal including the opportunity to include the third solar array site proposed in the other two proposals.

On July 20, 2021, staff presented the three proposals to Council. Each solar provider was available to answer Council questions about their proposals and qualifications. During that meeting, Council directed staff to meet with each solar provider to obtain additional information, obtain a breakdown of their cost estimates and return to Council.

Staff requested the additional information from each of the solar providers and provided a week to respond. Subsequently, one of the solar providers withdrew from the process. The attached spreadsheets provide a side-by-side comparison of the remaining two proposals. As outlined in the attachments, both companies can assist the City with the Energy Conservation Assistance Act (ECAA) 1% loan application. Government Code Section 4217, et seq. authorizes the procurement process utilized by the City for this project.

Once staff receives direction from Council, negotiations with the selected firm will commence.

## **FISCAL IMPACT**

The attached spreadsheet shows the forecasted energy saving and total project payback for each respective solar company.

### **Attachments:**

- Final Solar Comparison Spreadsheet
- Additional Information for Solar Company Comparison Spreadsheet
- Excerpts from each Solar Provider regarding Energy Management & Performance Guarantee
- Aerial Site Drawings

## Final Solar Comparison Spreadsheet

	Sites Analyzed	Cost Breakdown	Price/ Watt	Project Size	Cost	Energy Offset	Total Project Payback
SiteLogIQ	Well Site - Groundmount		\$3.34	218.10kW		\$61,035	11.9 years
	Base Price	\$648,416					
	Permits*	0*					
	Base Rock/Grading**	\$28,000					
	Fencing	\$52,000					
	PG&E Upgrade***	Unknown					
	Total Well Site Cost				\$728,416		
	Fire Station - Roofmount		\$3.47	53kW	\$184,010	\$17,767	10.4 years
	10th Street - Basin****		\$3.17	416.5kW		\$79,246	20.2 years
	Base Price	\$1,318,799					
	Permits*	\$0					
	Grading	TBD					
	Base Rock	TBD					
	Fencing	TBD					
	PG&E Upgrade***	Unknown					
	Total Basin Site Cost				\$1,318,799	\$158,048	
	Total SiteLogIQ Project Cost - 3 sites				\$2,231,226		

	Sites Analyzed	Cost Breakdown	Price/		Project Size	Cost	Energy Offset	Total Project Payback
			Watt					
Pickett	Well Site - Groundmount		\$2.56		277.68 kW		\$85,244	8.9 years
	Base Price	\$713,600						
	Permits	\$5,000						
	Grading	\$5,000						
	Base Rock	\$24,000						
	Fencing	\$10,200						
	PG&E Upgrade***	\$75,000						
	Total Well Site Cost					\$757,800		
	Fire Station - Roofmount		\$2.43		55.63kW	\$134,900	\$20,129	6.4 years
	10th Street - Basin		\$2.49		352.44kW		\$108,196	8.9 years
	Base Price	\$878,400						
	Permits	\$6,000						
	Grading	\$7,500						
	Base Rock	\$24,000						
	Fencing	\$10,200						
	PG&E Upgrade***	\$125,000						
	Total Well Site Cost					\$926,100	\$213,569	
	Total Pickett Project Cost - 3 Sites					\$1,818,800		

\* No Permit Fee as SiteLogIQ proposal includes City performing all inspections

\*\* SiteLogIQ did not break out individual costs for grading and base rock

\*\*\* SiteLogIQ did not estimate the PG&E upgrade costs; Pickett's estimated

PG&E upgraded costs are listed but not included in project total costs for

\*\*\*\* SiteLogIQ stated they did not have reasonable time to get pricing from their vendors

## Additional Information for Solar Company Comparisons

Questions	SitelogiQ	Pickett
Prevailing Wage	Yes	Yes
Type of Material	Canadian Solar	Canadian Solar
Fixed vs Tracking System		
Basin	Fixed	Fixed
Well	Fixed	Fixed
Fire	Roof Mount	Roof Mount
Warranties		
Panels	25 year	30 year
Inverters	10 year included; 20 year @ additional \$10,000	10 year included; 20 year @ additional \$8,800 for Well Site & \$10,500 for 10th St. Site
System	10 year	10 year workmanship; 5 year system monitoring
Energy Management*	Included; \$8,380 inflating at 3% annually for each year of term	Included; City can also access to watch daily production
Performance Guarantee*	Included	Not Offered
Municipal Projects	Yes	No**
Company Longevity	1988	1988
ECCA Loan App. Assistance	Yes	Yes

\*See written excerpts on these items from each solar provider

\*\*Experience with large ag sites, school districts, industrial/commercial sites, etc.



Pickett

### **Energy Management Services and Performance Guarantee**

Please see updated pricing below and I hope by breaking it out this way it will highlight the important numbers for you easier.

1. Energy Management for us comes from the inverter company, SMA directly and is monitored in house at no charge. With audits as needed to determine that you are on the correct rate. You and any one at the City of Fowler can have a login to watch daily production is you choose.
2. We do not offer any form of production guarantee due to the many fine print items that come with an agreement like this such as it does not cover you against bad weather, vandalism, you must wash X amount of times, etc. So we feel it is not necessary because it holds little to no protection for the client anyway. We warranty the system for 10 full years or longer if you choose the extend to 20 years with SMA and we are diligent at keeping your system in top operating shape. References can share their opinions on us hitting our production numbers without having to bump the price up to cover slip ups.
3. The well site and Basin are producing 1,040,000 kWh's off your historical data we have you guys consuming 1,059,000 kWh. This will put us at 99plus % and there is no reason to go any bigger unless you expect a huge rise in power usage.

## ENERGY REPORTING AND MANAGEMENT SERVICES

An energy specialist will provide the following services:

### ENERGY MANAGEMENT

Responsibility is to improve energy efficiency by evaluating our client's energy use and help craft energy policies, strategies, programs, and support energy measures.

- Evaluate the Client's energy use and offer assistance for energy saving policies, strategies, and programs.
- Quarterly utility bill analysis and energy monitoring.
- Annual utility rate analysis for all electric service accounts to ensure and optimize utility cost.

### QUARTERLY REPORT CREATION AND UPDATE

- Develop and create an external accessible dashboard for communication with key stakeholders, staff, or customers about projects and performance.
- Update dashboard quarterly to client with Energy Engineer review of trends, interval data usage, and anomalies.

### ECCA ENERGY REPORTING SERVICES

- Complete documentation and reporting to the California Energy Commission (CEC) to meet California Energy Conservation Assistance Act (ECCA) project annual progress and final reporting requirements.
- SitelogIQ will use available methods developed by the CEC including program calculators and reporting forms for project energy savings to meet program requirements.

**Operators Guarantee (performance guarantee):**

5. **OPERATOR'S GUARANTEE**

(a) Operator shall conduct and provide to Owner an evaluation each calendar year during the effective Term of the Agreement to determine the Cumulative Annual Energy Production from all the Systems combined.

(b) The Cumulative Annual Energy Production shall be measured for each complete calendar year, January 1 to December 31 ("Annual Production Period"). No evaluation will be performed for the first partial period (Final Completion for all Systems to the first December 31 of the Term) and last partial period (last January 1 of the Term to Term expiration) due to incomplete data.

(c) The Cumulative Annual Energy Production shall be compared to the Expected Annual Energy Production calculated upon Final completion for all the Systems combined to evaluate the performance of the Systems.

(d) Operator hereby guarantees to Owner an energy output of ninety percent (90%) of the Expected Annual Energy Production for the aggregate of the Systems for each Annual Production Period ("Energy Production Guarantee"), subject to the adjustments in Section 5(g), 5(h), 5(i), and 5(j).

(e) The evaluation shall be conducted in accordance with the procedures provided in Exhibit E.

(f) If the Systems fail to meet the Energy Production Guarantee, then within ninety (90) calendar days after the failure is identified, the Operator shall pay the Owner the difference between the Cumulative Annual Energy Production and the Energy Production Guarantee for such period multiplied by the Power Payment (\$0.17/kWh) ("True-Up Refund"). The True-Up Refund shall increase three percent (3%) annually upon commencement of the Term.

(g) If the Cumulative Annual Energy Production is more than one hundred five percent (105%) of the Expected Annual Energy Production, then the Owner shall give a kWh credit to the Operator for every kWh between the measured Cumulative Annual Energy

Production and one hundred five percent (105%) of the Expected Annual Energy Production for such Annual Production Period. Operator shall be entitled to apply this credit to any future Annual Production Period at the Operator's sole discretion.

**(h)** The Expected Annual Energy Production for the combined Systems shall be reduced accordingly for the period of time any System is not in operation in connection with (a) temporary removal of the System, a movement to an alternate location, or a temporary shutdown of the System or any portion thereof; (b) the occurrence of an event of Force Majeure has temporarily impaired or disabled the operation of any System or any portion thereof; (c) Owner interferes with the System; (d) vandalism or theft, (e) Utility caused outages, or (f) any manufacturer defects that cause outages. Operator shall provide and justify data verifying the loss of generation using the System Model defined in Exhibit E.

**(i)** Operator's Expected Annual Energy Production shall proportionately terminate and be of no further force or effect if any System, or any portion thereof, is subject to a permanent shutdown or an event of Force Majeure occurs, the effect of which to permanently impair or interfere with the operation of the System, or any portion thereof.

**(j)** The Parties agree that Owner shall avoid activities that result in overshadowing or shading of the Systems in a manner that would prevent Operator from satisfying its Energy Production Guarantee. In the event the Systems, or any portion thereof, is overshadowed or shaded in a manner that prevents Operator from satisfying its Energy Production Guarantee for any reason beyond the control of Operator, Owner agrees that Operator's Expected Annual Energy Production shall be reduced accordingly. Operator shall provide and justify data verifying the loss of generation using the System Model of the System due to overshadowing or shading.

## **Warranty:**

1.2.

### **2.3 Warranty**

**(a)** Subject to the limitations set forth in this Section 2.3, commencing on the Final Completion Date, and for a period of ten (10) years, Operator warrants that the System will be free from defects in materials and workmanship under normal operating conditions and shall conform to the final System design provided by the Operator under the FSA. If the System has a defect that causes it to fail to conform to any of the foregoing Warranties, Operator will, at its option, either repair or replace the portion of the System that is defective at no cost to the Owner.

Subject to the limitations set forth in this Section 2.3, commencing on the Final Completion Date for each system, Operator shall provide a ten (10) year warranty to protect against defects and undue degradation of electrical generation output of the Solar Plant ("Operator Warranty") in compliance with the California Public Utility Code 387.5(d)(4). Operator Warranty shall include the following:

- (i) Ten (10) year warranty to protect Owner against more than 15% degradation of electrical generation output that may occur as a result of faulty installation.
- (ii) Ten (10) year warranty to provide for no-cost repair or replacement of a defect not otherwise covered by Manufacturer Warranties provided such defect causes more than fifteen percent (15%) degradation of electrical generation output.

If the System has a defect that causes it to fail to conform to any of the foregoing Warranties, Operator will, at its option, either repair or replace the portion of the Solar Plant that is defective at no cost to the Owner.

**(b)** This Warranty shall not cover any defects to the extent such defect is caused by any of the following:

- (i) Alterations or repairs made to the System by anyone except for Operator or Operator's Subcontractors without Operator's prior written approval;
- (ii) Failure of the System to perform caused by legislative, administrative, or executive regulation, order or requisition of the government, local utility or public utilities commission, or any state, provincial or municipal government or official;

- (iii) Use of the System by anyone except for Operator or Operator's Subcontractors beyond the scope contemplated in its operating manuals or technical specifications;
- (iv) Damage to the System not caused directly or indirectly by Operator or its Subcontractors under any agreement between Operator and Owner;
- (v) Damage or property loss to the System caused by third parties including, but not limited to, vandalism and theft.
- (vi) Manufacture defects or Return merchandise authorization (RMA) of equipment.
- (vii) Force Majeure Events; and
- (viii) A change in usage of the Site, which may affect building or site permits and related requirements, without the written approval of Operator, or a change in ownership of building or property and the new owner has not signed an assumption agreement of the terms and conditions herein.

Corrections, repairs, or replacement covering the equipment, materials, and labor as a result of the defects above shall be billed at the rates specified in Exhibit F, on a time and materials basis.

(c) The Operator Warranty assumes that all Manufacturer Warranties have been assigned to the Owner under the FSA. Operator's obligations under the Operator Warranty do not apply to defects in materials or equipment provided by Manufacturer Warranty. Operator makes no representation or warranty, and Owner shall seek no recourse from Operator, regarding the warranties of the manufacturers, including, without limitation, the power output of the PV modules.

(d) To the extent that Equipment Warranties cover replacement and/or repair of any System equipment during the Term, it shall be Operator's responsibility under this Agreement to use commercially reasonable efforts to submit, process and pursue, at Operator's sole cost and expense, warranty coverage; provided, however, that, because warranty claims may need to be submitted in the name of Owner, Owner shall provide such full and complete cooperation as Operator may reasonably require in connection with such submission, processing and pursuit of warranty coverage.

(e) Operator agrees to act as agent on behalf of Owner for purposes of Section 2.3(d). If, in the event the equipment manufacturer denies responsibility for warranty service and Operator is instructed by Owner to pursue action against the equipment manufacturer, whether through

litigation or otherwise, Owner shall reimburse Operator for any of the costs, expenses, or repairs incurred by Operator in this context, even if such attempt to recover from the equipment manufacturer fails, provided that such failure is not the result of errors or omissions by Operator. Such costs shall be reimbursed by Owner to Operator within thirty (30) days of receipt of invoice.

(f) This Warranty shall expire ten (10) years (one hundred twenty (120) months) after Final Completion Date for each System.

(g) Except as expressly provided herein or in the Agreement, Operator expressly disclaims any and all warranties of any kind, express, implied or statutory, including without limitation any implied warranties of merchantability and/or fitness for a particular purpose.

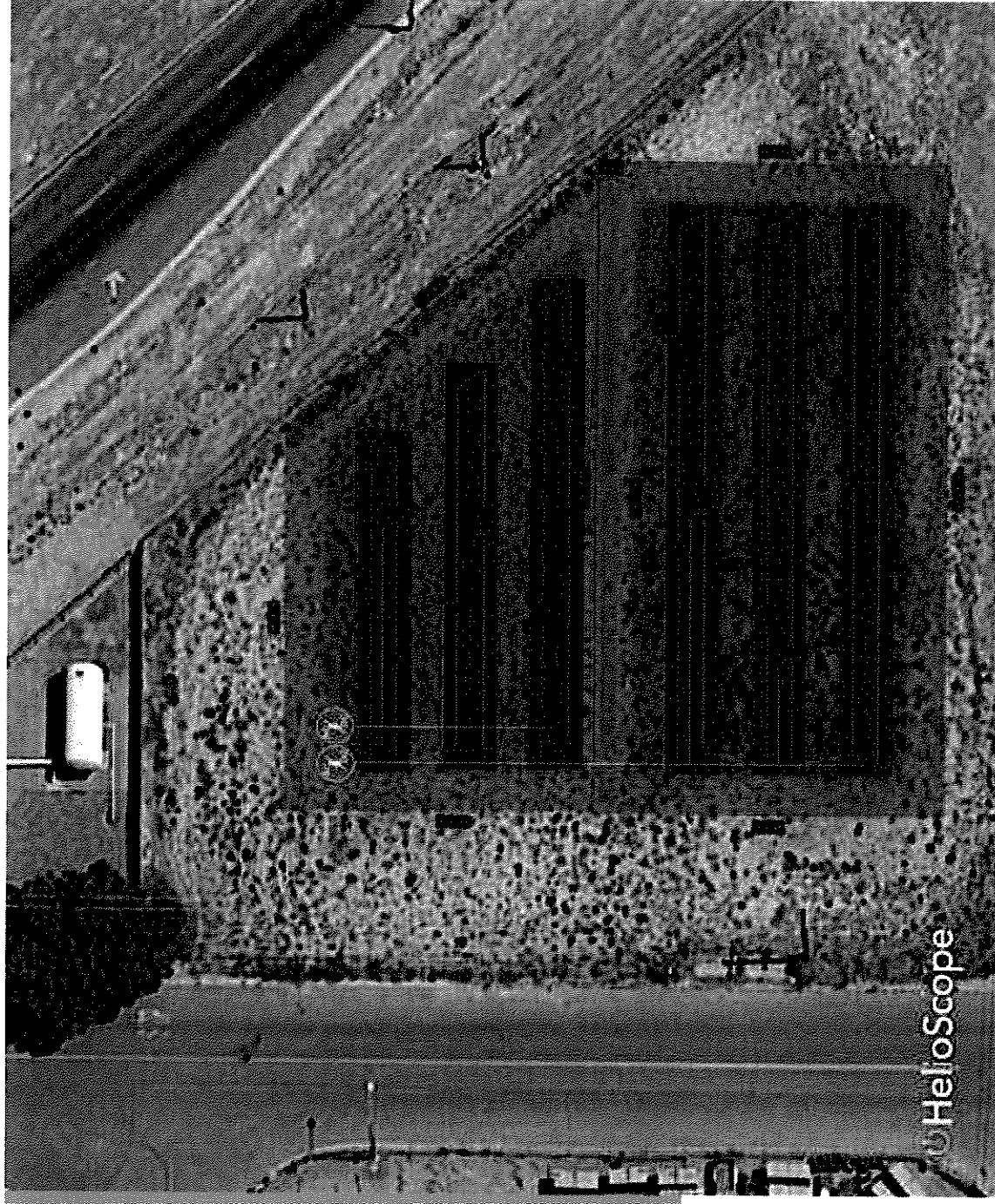
Annual cost for the following services: **\$8,380** inflating at 3.0% annually, for each year during the Term.

## Well Site 6 – 2601 S. Temperence

- 218.1 kW System
- 434 Modules
- \$61,035 – Annual Savings

**sitelogiq**  
Efficiency Powered by Intelligence

[sitelogiq.com](http://sitelogiq.com)

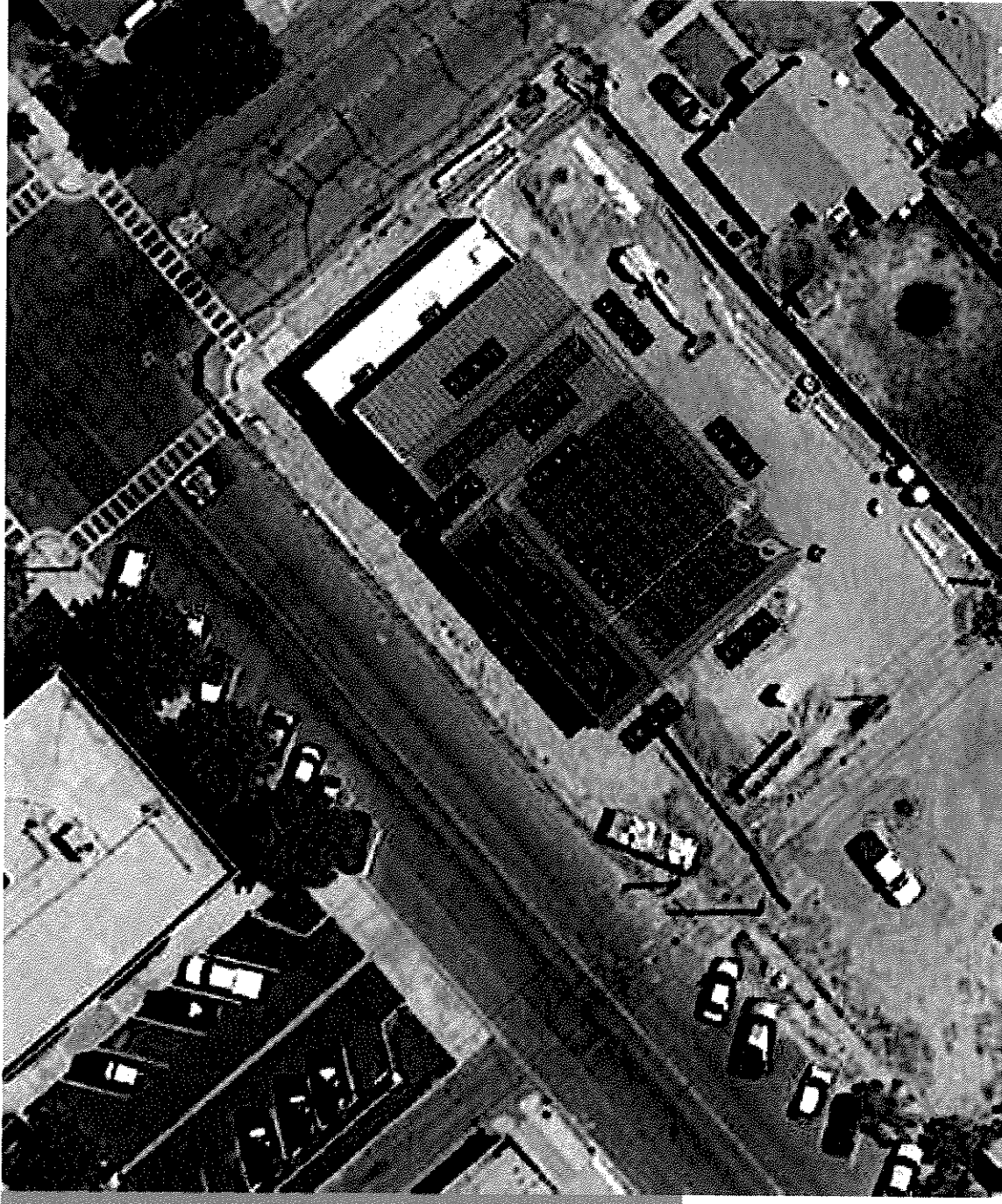


HelioScope



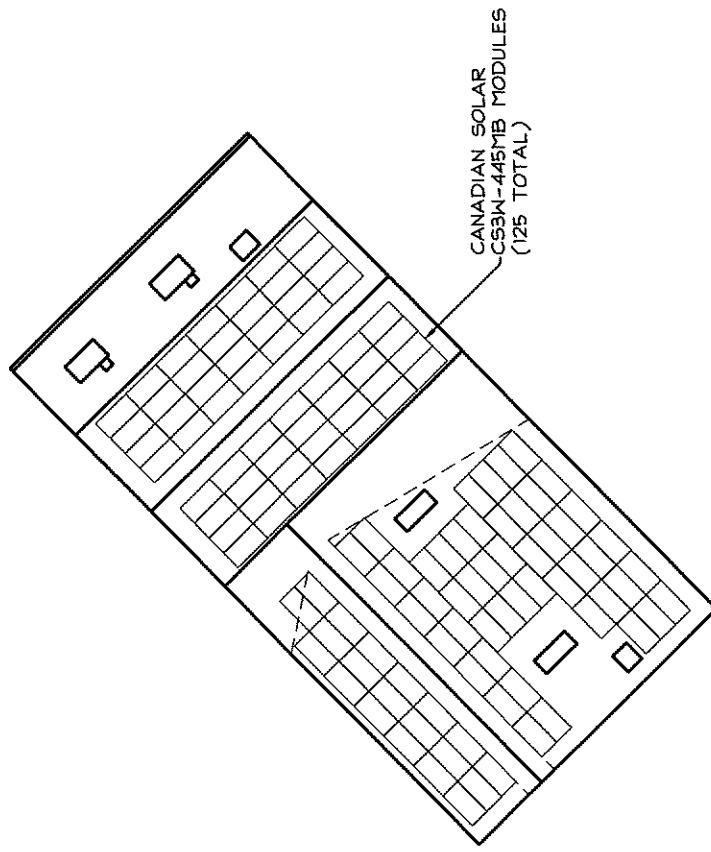
## Fowler Fire Station – 220 E. Main St.

- 53.0 kW System
- 119 Modules
- 75,571 kWh Annual Production
- \$17,766 – Annual Savings



**sitelogiq**  
Efficiency Powered by Intelligence

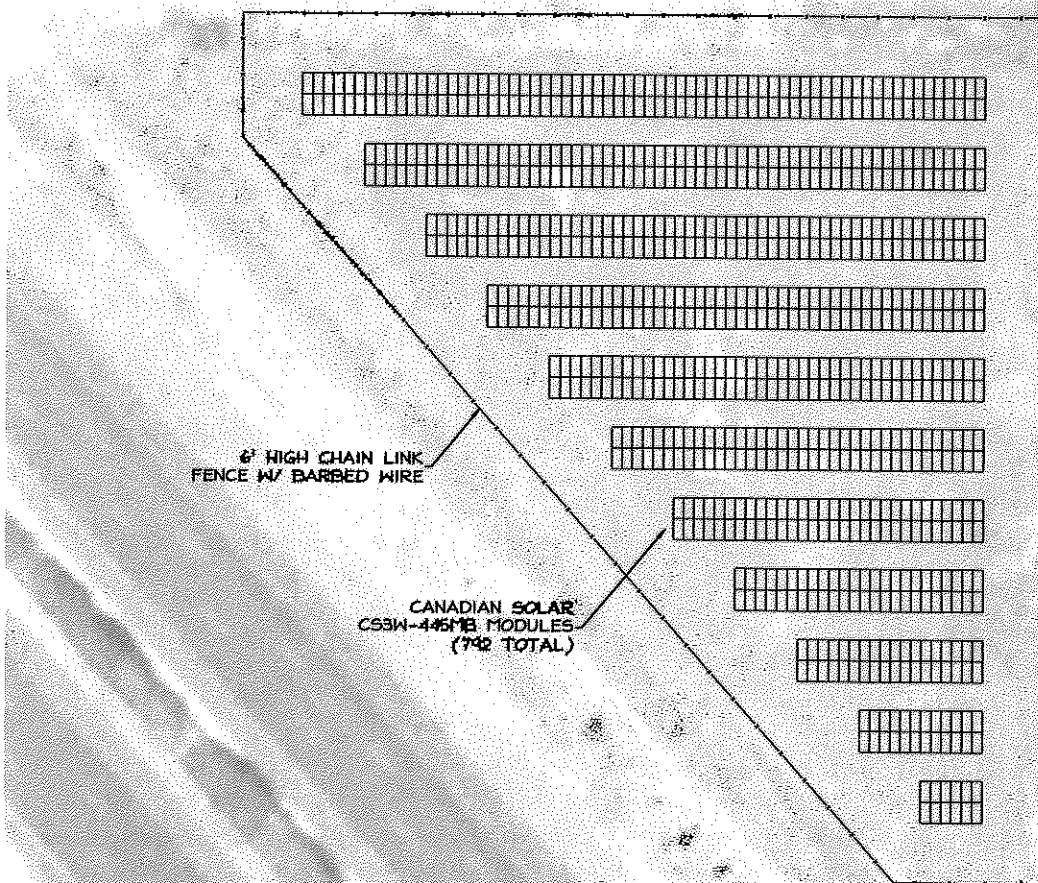
[sitelogiq.com](http://sitelogiq.com)



7395 N. Palm Bluffs Ave. #101 Fresno, CA 93711  
 PH: (559) 498-1074 • FAX: (559) 431-5360 • [www.pickettsolar.com](http://www.pickettsolar.com)  
 Contractor's License # 541312



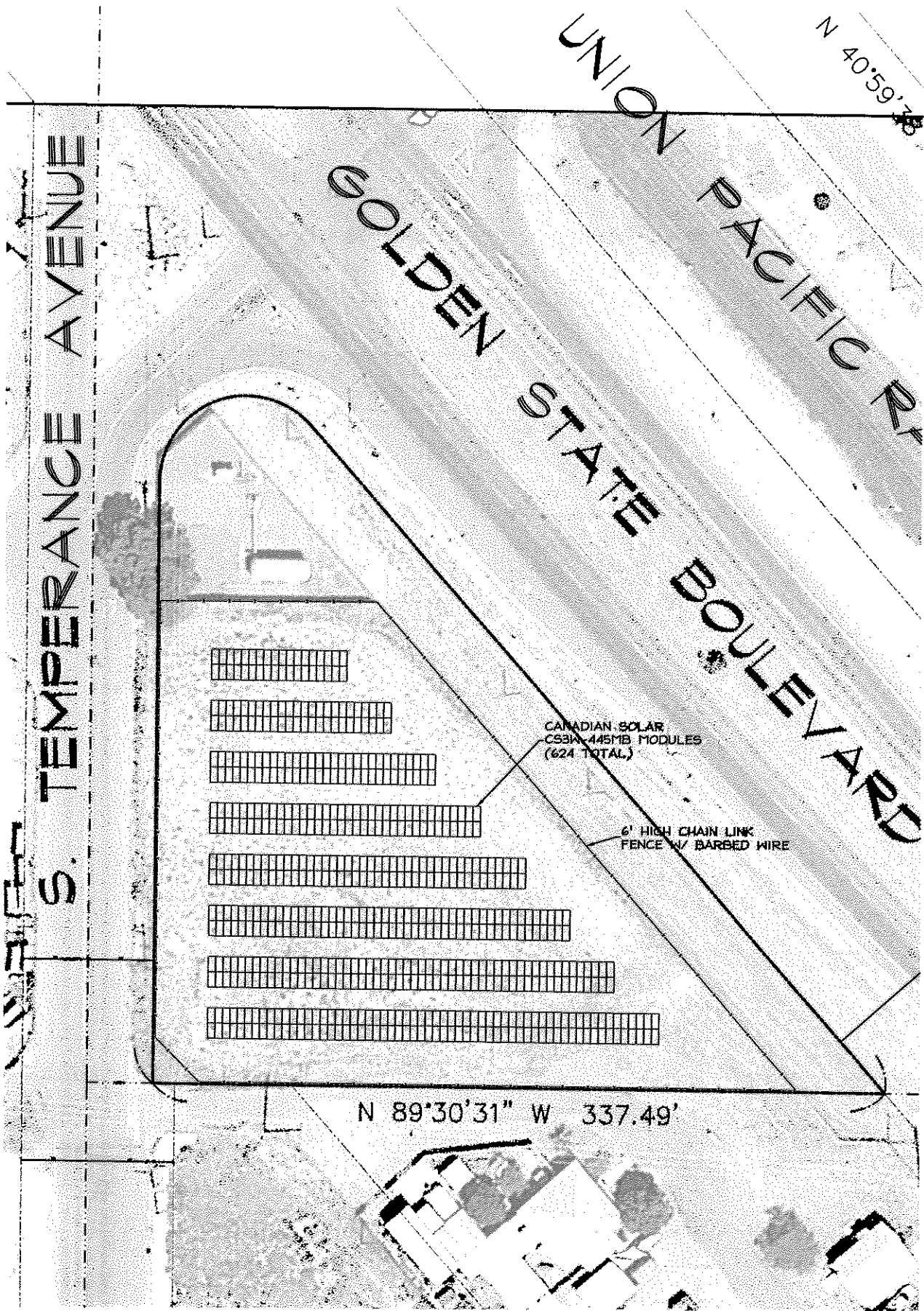
# SITE PLAN



7805 N. Palm Bluff Ave. #101 Fresno, CA 93711  
 Ph: (558) 438-1074 \* Fax: (558) 431-5580 \* [www.pickettsolar.com](http://www.pickettsolar.com)  
 Contractor's License # 541612

# SITE PLAN





7395 N. Palm Bluffs Ave. #101 Fresno, CA 93711  
Ph: (559) 438-1074 \* Fax: (559) 431-5880 \* [www.pickettsolar.com](http://www.pickettsolar.com)  
Contractor's License # 541812

**SITE PLAN**

