



**FOWLER CITY COUNCIL MEETING
AGENDA
TUESDAY, MARCH 1, 2022
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. 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.

Consistent with Government Code 54953 as amended by AB 361, and City Council Resolution No. 2522, this meeting may be accessed by members of the public or City Council members via Zoom.

The telephone number and Zoom link listed below will provide access to the meeting via teleconference or video conference.

<https://us06web.zoom.us/j/81757203083?pwd=Q1IOZUIZWVIMaW8razFKNVBBSRVMrdz09>

Telephone Number: (253) 215-8782

Meeting ID: 817 5720 3083

Passcode: 207760

Persons accessing the meeting will have an opportunity to provide comments at appropriate times during the meeting. To speak during a public comment period, press *9 on your phone to raise your hand or click "raise hand" in the webinar. At the appropriate time, you will be prompted to unmute yourself, and asked to identify yourself when providing public comment.

Any writing or document that is a public record and provided to a majority of the City Council regarding an open session item on the agenda will be made available for public inspection at City

Hall, in the City Clerk's office, during normal business hours. In addition, such writings and documents may be posted on the City's website at www.fowlercity.org.

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. Invocation by Pastor Easter of Rose of Sharon Church
4. Pledge of Allegiance
5. 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.

5-A. Caltrans District 6, State Route 99 update

6. Consent Calendar

Items on the Consent Calendar are considered routine and include a recommended action from Staff and shall be acted on by one motion of the Council. If a Councilmember requests additional information or would like to pull an item for discussion, that item shall be pulled from the Consent Calendar and acted upon separately. A Councilmember may register an action on an individual item without pulling the item from the Consent Calendar. A motion to approve the Consent Calendar is deemed to include a motion to waive the full reading of any ordinance or resolution on the Consent Calendar. For adoption of ordinances, only those which received a unanimous vote of the Councilmembers present at introduction shall be eligible for placement on the Consent Calendar.

6-A. RATIFY Warrants for March 1, 2022

6-B. APPROVE Minutes of the February 15, 2022 City Council Meeting

6-C. APPROVE Resolution No. 2548, A Resolution of the City Council of the City of Fowler Authorizing Continued Use of Remote Teleconferencing for City Council Meetings and Commission Meetings During Declared State of Emergency in Accordance with Government Code Section 54953 as amended by AB 361. (City Attorney)

6-D. APPROVE Resolution No. 2549 opposing State Ballot Initiative 21-0042A1. (City Attorney)

7. Contested Consent Calendar – Items pulled from the Consent Calendar will be heard individually immediately after action is taken on the Consent Calendar.

8. General Administration

8-A. Finance

- i. WORKSHOP on a proposed Capital Improvement Plan
- ii. WORKSHOP on consolidation of City fees into a Master Fee Schedule
- iii. APPROVE Resolution No. 2550 amending the City's salary classification schedule and Fiscal Year 2021-2022 budget to include a 2% Cost of Living (COLA) salary adjustment effective March 1, 2022

8-B. Planning

- i. APPROVE side letter amending the subdivision agreement for Tract 5952 to address park and pipeline construction timing

8-C. City Manager's Office

- i. COVID-19 Update

9. Staff Communications (City Manager)

10. Councilmember Reports and Comments

11. Closed Session

11-A. Government Code Section 54957
Public Employee Performance Evaluation
Title: City Manager

11-B. Government Code Section 54957.6
Conference with Labor Negotiators
Agency designated representative: City Attorney
Unrepresented employee: City Manager

12. Adjourn

Next Ordinance No. 2022-03

Next Resolution No. 2551

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, February 25, 2022.

Angela Vasquez

Angela Vasquez
Deputy City Clerk

CITY OF FOWLER
WARRANTS LIST
March 1, 2022

<u>ACCOUNTS PAYABLE CHECKS</u>	<u>CHECK NUMBERS</u>	<u>CHECK DATES</u>	<u>AMOUNT</u>
Regular checks	38992-39049	Feb 14 thru Feb 23	\$ 315,028.01
TOTAL ACCOUNTS PAYABLE CHECKS			<u>\$ 315,028.01</u>
<u>PAYROLL COSTS</u>			
First February Bi-Monthly Payroll		February 15, 2022	\$106,369.57
TOTAL PAYROLL COSTS			<u>\$ 106,369.57</u>
TOTAL CASH DISBURSEMENTS			<u><u>\$ 421,397.58</u></u>

NOTE:

Check #39050

Void check

SUPERION
DATE: 02/24/2022
TIME: 13:11:07

CITY OF FOWLER
CHECK REGISTER - DISBURSEMENT FUND

PAGE NUMBER: 1
ACCTPA21

SELECTION CRITERIA: transact.check_no between '38992' and '39049'
ACCOUNTING PERIOD: 8/22

FUND - 100 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DEPT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1001	38992	02/14/22	11291	THE BUSINESS JOURNAL	6150	PUB HEAR-FIRE SAFETY	0.00	233.75
1001	38993	02/14/22	14569	KB HOME INC -SOUTH BAY	500	UB REFUND	0.00	91.48
1001	38994	02/14/22	14314	PERSONAL CONCEPTS	6025	COMPLIANCE POSTER	0.00	145.40
1001	38995	02/14/22	10462	PIT STOP TOWING	6120	EVIDENCE STORAGE	0.00	260.00
1001	38996	02/14/22	10249	QUILL	6150	DOORTEX	0.00	71.39
1001	38996	02/14/22	10249	QUILL	6150	FOLDING TABLE	0.00	339.41
TOTAL CHECK							0.00	410.80
1001	38997	02/14/22	14570	SAUCEDO, DANIEL	500	UB REFUND	0.00	64.21
1001	38998	02/14/22	14568	SINGH,JATINDERPAL	500	UB REFUND	0.00	80.69
1001	38999	02/14/22	14065	THE WATER CONNECTION, IN	5000	WATER CERT BACKFLOW	0.00	995.00
1001	39001	02/23/22	12285	ATT	6120	CITY INTERNET	0.00	800.85
1001	39002	02/23/22	10024	BSK ASSOCIATES	5000	TCP TEST	0.00	236.00
1001	39003	02/23/22	14571	BURCIAGA, MANUELA	500	UB REFUND	0.00	49.95
1001	39004	02/23/22	10506	CALMAT CO DBA VULCAN MAT	6200	COLD MIX	0.00	231.39
1001	39004	02/23/22	10506	CALMAT CO DBA VULCAN MAT	6200	COLD MIX	0.00	232.90
1001	39004	02/23/22	10506	CALMAT CO DBA VULCAN MAT	6200	COLD MIX	0.00	248.02
1001	39004	02/23/22	10506	CALMAT CO DBA VULCAN MAT	6200	COLD MIX	0.00	466.56
1001	39004	02/23/22	10506	CALMAT CO DBA VULCAN MAT	6200	COLD MIX	0.00	468.83
TOTAL CHECK							0.00	1,647.70
1001	39005	02/23/22	10043	CARROT-TOP INDUSTRIES	6200	EAGLE-GOLDEN	0.00	123.07
1001	39006	02/23/22	12654	COMCAST	6120	COUNTY INTERNET	0.00	700.91
1001	39007	02/23/22	12300	COOKS COMMUNICATIONS	6130	GRAPHICS	0.00	303.16
1001	39008	02/23/22	14429	CORE & MAIN	5000	RUBBER METER WASHER	0.00	23.76
1001	39008	02/23/22	14429	CORE & MAIN	5000	FLANGE TYTE RING	0.00	50.21
1001	39008	02/23/22	14429	CORE & MAIN	5000	STL GRATE	0.00	192.77
1001	39008	02/23/22	14429	CORE & MAIN	5000	CARSON FL36P LID	0.00	327.34
TOTAL CHECK							0.00	594.08
1001	39009	02/23/22	10124	COUNTY OF FRESNO	6120	PRISONER PROCESSING	0.00	2,395.86
1001	39010	02/23/22	14512	CSG CONSULTANTS	6160	FIRE PLAN CHECK	0.00	345.00
1001	39010	02/23/22	14512	CSG CONSULTANTS	6160	INSPECTIONS	0.00	720.00
1001	39010	02/23/22	14512	CSG CONSULTANTS	6160	PLAN CHECK	0.00	3,466.61
TOTAL CHECK							0.00	4,531.61
1001	39011	02/23/22	10087	DEPARTMENT OF TRANSPORTA	6200	2021 OCT-DEC	0.00	194.10

SUPERION
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CITY OF FOWLER
CHECK REGISTER - DISBURSEMENT FUND

PAGE NUMBER: 2
ACCTPA21

SELECTION CRITERIA: transact.check_no between '38992' and '39049'
ACCOUNTING PERIOD: 8/22

FUND - 100 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DEPT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1001	39012	02/23/22	10792	FASTENAL COMPANY	6130	3PLY DISPMASK	0.00	41.68
1001	39013	02/23/22	13275	FERGUSON WATERWORKS #142	5000	6' ANT NEW CONN	0.00	126.69
1001	39014	02/23/22	14245	FOWLER ACE HARDWARE	6200	STREET SUPPLIES	0.00	1,125.59
1001	39015	02/23/22	14246	FOWLER ACE HARDWARE	6020	SUPPLIES	0.00	91.08
1001	39016	02/23/22	14247	FOWLER ACE HARDWARE	5000	WATER DEPT SUPPLIES	0.00	44.43
1001	39017	02/23/22	14249	FOWLER ACE HARDWARE	6260	PARKS	0.00	345.72
1001	39018	02/23/22	12567	FRESNO MOBILE RADIO INC	5000	RADIO SERVICES	0.00	240.00
1001	39019	02/23/22	12499	FRESNO PIPE & SUPPLY	5000	CLAMPETTE	0.00	70.35
1001	39019	02/23/22	12499	FRESNO PIPE & SUPPLY	5000	CLAMPETTE	0.00	279.86
TOTAL CHECK							0.00	350.21
1001	39020	02/23/22	12132	FRESNO POLICE REGIONAL T	6120	TUITION BARRETT	0.00	121.00
1001	39021	02/23/22	10376	GARY V BUFKIN COMPUTER C	6030	BUS LICENSE SET UP	0.00	5,000.00
1001	39022	02/23/22	11116	GRAINGER	5000	SHUT OFF TOOL	0.00	308.09
1001	39023	02/23/22	10141	H & H TIRE SERVICES #3,	6260	BALANCE TIRES	0.00	572.07
1001	39024	02/23/22	11018	HOME DEPOT CREDIT SERVIC	6020	CLEANER	0.00	6.80
1001	39024	02/23/22	11018	HOME DEPOT CREDIT SERVIC	6020	CLEANER	0.00	9.73
1001	39024	02/23/22	11018	HOME DEPOT CREDIT SERVIC	6700	WOOD FOR PATIO DECK	0.00	17.82
1001	39024	02/23/22	11018	HOME DEPOT CREDIT SERVIC	6700	MATERIAL FOR REPAIR	0.00	115.51
1001	39024	02/23/22	11018	HOME DEPOT CREDIT SERVIC	6200	CHOP SAW	0.00	214.87
1001	39024	02/23/22	11018	HOME DEPOT CREDIT SERVIC	6700	WOOD FOR PATIO DECK	0.00	401.64
1001	39024	02/23/22	11018	HOME DEPOT CREDIT SERVIC	6020	JANITORIAL SUPPLIES	0.00	460.65
TOTAL CHECK							0.00	1,227.02
1001	39025	02/23/22	14572	KB HOME -SOUTH BAY	500	UB REFUND	0.00	80.63
1001	39026	02/23/22	12076	KEY DESIGN LOCKSMITHING	6160	KEY REPLACEMENT	0.00	132.95
1001	39027	02/23/22	10191	LIFE ASSIST, INC	6120	NITRILE GLOVES	0.00	271.35
1001	39028	02/23/22	10201	METRO UNIFORM & ACCESSOR	6130	UNIFORM SHIRTS	0.00	393.23
1001	39029	02/23/22	10885	NELSONS POWER CENTER	6200	SPRAY LUBE	0.00	16.24
1001	39029	02/23/22	10885	NELSONS POWER CENTER	6260	SPRAYER/GASMIX/OIL	0.00	221.09
TOTAL CHECK							0.00	237.33
1001	39030	02/23/22	10237	P G & E - SACRAMENTO	5000	WELL SITE 8	0.00	920.71
1001	39030	02/23/22	10237	P G & E - SACRAMENTO	5000	WELL SITE 7	0.00	11,061.25
TOTAL CHECK							0.00	11,981.96
1001	39031	02/23/22	13095	PBM SUPPLY & MFG	6260	TEEJET TIP BRASS	0.00	4.71

SUPERION
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CITY OF FOWLER
CHECK REGISTER - DISBURSEMENT FUND

PAGE NUMBER: 3
ACCTPA21

SELECTION CRITERIA: transact.check_no between '38992' and '39049'
ACCOUNTING PERIOD: 8/22

FUND - 100 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DEPT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1001	39031	02/23/22	13095	PBM SUPPLY & MFG	6200	MINI CLAMP/VALVE	0.00	58.45
1001	39031	02/23/22	13095	PBM SUPPLY & MFG	6200	COUPLING/GLOVES/36"	0.00	61.69
TOTAL	CHECK						0.00	124.85
1001	39032	02/23/22	14433	PRICE PAIGE & COMPANY	6030	ST CNTRLLRS 06/30/21	0.00	4,173.00
1001	39032	02/23/22	14433	PRICE PAIGE & COMPANY	6030	AUDIT PREP 06/30/21	0.00	6,247.00
1001	39032	02/23/22	14433	PRICE PAIGE & COMPANY	6030	AUDIT PREP 06/30/20	0.00	14,475.00
TOTAL	CHECK						0.00	24,895.00
1001	39033	02/23/22	13655	PROVOST & PRITCHARD	6150	SPR 21-07	0.00	26.00
1001	39033	02/23/22	13655	PROVOST & PRITCHARD	6150	CUP 21-04	0.00	70.20
1001	39033	02/23/22	13655	PROVOST & PRITCHARD	6150	SPR 21-22	0.00	83.20
1001	39033	02/23/22	13655	PROVOST & PRITCHARD	6150	SPR 21-02	0.00	129.00
1001	39033	02/23/22	13655	PROVOST & PRITCHARD	6150	CUP 19-02	0.00	130.00
1001	39033	02/23/22	13655	PROVOST & PRITCHARD	6150	SPR 21-05	0.00	176.40
1001	39033	02/23/22	13655	PROVOST & PRITCHARD	6150	CUP 21-03	0.00	489.70
1001	39033	02/23/22	13655	PROVOST & PRITCHARD	6150	CUP 21-05	0.00	500.50
1001	39033	02/23/22	13655	PROVOST & PRITCHARD	6150	ANX PRZN 19-03	0.00	617.20
1001	39033	02/23/22	13655	PROVOST & PRITCHARD	6150	TTM 21-0015	0.00	989.40
1001	39033	02/23/22	13655	PROVOST & PRITCHARD	6150	GRANT SVCS	0.00	3,204.00
1001	39033	02/23/22	13655	PROVOST & PRITCHARD	6150	ON CALL SVCS	0.00	10,231.20
1001	39033	02/23/22	13655	PROVOST & PRITCHARD	6150	GP/EIR/DEC21	0.00	12,415.48
1001	39033	02/23/22	13655	PROVOST & PRITCHARD	6150	GP/EIR/OCT21	0.00	20,135.24
1001	39033	02/23/22	13655	PROVOST & PRITCHARD	6150	GP/EIR/SEPT21	0.00	23,909.29
1001	39033	02/23/22	13655	PROVOST & PRITCHARD	6150	GP/EIR/JUL21	0.00	25,703.68
1001	39033	02/23/22	13655	PROVOST & PRITCHARD	6150	GP/EIR/AUG21	0.00	27,902.12
1001	39033	02/23/22	13655	PROVOST & PRITCHARD	6150	GP/EIR/NOV21	0.00	31,330.63
TOTAL	CHECK						0.00	158,043.24
1001	39034	02/23/22	10251	R & R AUTO REPAIR SHOP	6120	OIL CHANGE	0.00	103.57
1001	39034	02/23/22	10251	R & R AUTO REPAIR SHOP	6120	BATTERY REPLACE	0.00	197.10
1001	39034	02/23/22	10251	R & R AUTO REPAIR SHOP	6120	WINDOW REGULATOR	0.00	296.06
TOTAL	CHECK						0.00	596.73
1001	39035	02/23/22	11179	R G EQUIPMENT	6200	GUIDEBAR/CHAIN	0.00	142.95
1001	39036	02/23/22	11880	RJ BERRY JR INC	5000	RENT TRACTOR	0.00	1,200.00
1001	39037	02/23/22	11195	ROBERT V JENSEN INC	5000	FUEL FEE JAN 21	0.00	12.95
1001	39037	02/23/22	11195	ROBERT V JENSEN INC	6130	FUEL JAN 21	0.00	199.79
1001	39037	02/23/22	11195	ROBERT V JENSEN INC	5000	FUEL - JAN 21	0.00	504.36
TOTAL	CHECK						0.00	717.10
1001	39038	02/23/22	14550	SANGER FENCE CO	6200	FENCE REPAIRS DW	0.00	297.00
1001	39039	02/23/22	10518	SIGNMAX!	6200	WRONG WAY SIGN	0.00	61.62
1001	39039	02/23/22	10518	SIGNMAX!	6200	BAND BRACKET	0.00	69.13
1001	39039	02/23/22	10518	SIGNMAX!	6200	TRAFFIC SIGN	0.00	247.80
1001	39039	02/23/22	10518	SIGNMAX!	6200	POST/BOLT	0.00	288.64
1001	39039	02/23/22	10518	SIGNMAX!	6200	NO TRUCK ROUTE SIGN	0.00	2,506.13
TOTAL	CHECK						0.00	3,173.32

SUPERION
DATE: 02/24/2022
TIME: 13:11:07

CITY OF FOWLER
CHECK REGISTER - DISBURSEMENT FUND

PAGE NUMBER: 4
ACCTPA21

SELECTION CRITERIA: transact.check_no between '38992' and '39049'
ACCOUNTING PERIOD: 8/22

FUND - 100 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DEPT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1001	39040	02/23/22	14358	SPARKLETTS	6020	WATER SERVICE	0.00	175.33
1001	39041	02/23/22	10085	STATE OF CA DEPARTMENT O	6120	BLOOD ANALYSIS	0.00	35.00
1001	39042	02/23/22	14468	STEVEN DARLING	6080	VIDEO BLOSSOM EVENT	0.00	300.00
1001	39043	02/23/22	10764	TOYOTA OF SELMA	6020	AUTO REPAIR LIGHTS	0.00	521.94
1001	39044	02/23/22	13543	UNIFIRST CORPORATION	6700	JANITORIAL	0.00	44.18
1001	39044	02/23/22	13543	UNIFIRST CORPORATION	6700	JANITORIAL	0.00	44.18
1001	39044	02/23/22	13543	UNIFIRST CORPORATION	6020	MATS & MOPS	0.00	54.61
1001	39044	02/23/22	13543	UNIFIRST CORPORATION	6260	JEAN LINEN MAINT	0.00	54.61
1001	39044	02/23/22	13543	UNIFIRST CORPORATION	6020	MATS & MOPS	0.00	59.10
1001	39044	02/23/22	13543	UNIFIRST CORPORATION	6130	WIPES/MOPS/CLOTH	0.00	63.76
1001	39044	02/23/22	13543	UNIFIRST CORPORATION	6130	MATS & MOPS	0.00	63.76
1001	39044	02/23/22	13543	UNIFIRST CORPORATION	6130	MATS & MOPS	0.00	69.09
1001	39044	02/23/22	13543	UNIFIRST CORPORATION	6260	JEAN LINEN MAINT	0.00	206.80
1001	39044	02/23/22	13543	UNIFIRST CORPORATION	5000	MATS & MOPS	0.00	221.22
1001	39044	02/23/22	13543	UNIFIRST CORPORATION	6260	JEAN LINEN MAINT	0.00	235.89
TOTAL CHECK							0.00	1,117.20
1001	39045	02/23/22	13521	UNITY IT	6120	TECHNOLOGY REPAIR	0.00	39.99
1001	39046	02/23/22	14290	XEROX FINANCIAL SERVICES	6150	LEASE 01/25-02/24	0.00	82.21
1001	39046	02/23/22	14290	XEROX FINANCIAL SERVICES	6160	LEASE 01/25-02/24	0.00	82.21
1001	39046	02/23/22	14290	XEROX FINANCIAL SERVICES	6700	LEASE 01/25-02/24	0.00	164.41
1001	39046	02/23/22	14290	XEROX FINANCIAL SERVICES	6020	LEASE 01/25-02/24	0.00	383.63
1001	39046	02/23/22	14290	XEROX FINANCIAL SERVICES	6120	LEASE 01/25-02/24	0.00	383.63
TOTAL CHECK							0.00	1,096.09
TOTAL CASH ACCOUNT							0.00	229,025.39
TOTAL FUND							0.00	229,025.39

SUPERION
DATE: 02/24/2022
TIME: 13:11:07

CITY OF FOWLER
CHECK REGISTER - DISBURSEMENT FUND

PAGE NUMBER: 5
ACCTPA21

SELECTION CRITERIA: transact.check_no between '38992' and '39049'
ACCOUNTING PERIOD: 8/22

FUND - 201 - DISTRICT SALES TAX

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DEPT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1001	39047	02/23/22	10303	SWANSON-FAHRNEY FORD	2010	PATROL VEHICLE	0.00	39,746.48
TOTAL CASH ACCOUNT							0.00	39,746.48
TOTAL FUND							0.00	39,746.48

SUPERION
DATE: 02/24/2022
TIME: 13:11:07

CITY OF FOWLER
CHECK REGISTER - DISBURSEMENT FUND

PAGE NUMBER: 6
ACCTPA21

SELECTION CRITERIA: transact.check_no between '38992' and '39049'
ACCOUNTING PERIOD: 8/22

FUND - 206 - COPS GRANT

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DEPT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1001	39048	02/23/22	10303	SWANSON-FAHRNEY FORD	2060	PATROL VEHICLE	0.00	39,746.48
TOTAL CASH ACCOUNT							0.00	39,746.48
TOTAL FUND							0.00	39,746.48

SUPERION
DATE: 02/24/2022
TIME: 13:11:07

CITY OF FOWLER
CHECK REGISTER - DISBURSEMENT FUND

PAGE NUMBER: 7
ACCTPA21

SELECTION CRITERIA: transact.check_no between '38992' and '39049'
ACCOUNTING PERIOD: 8/22

FUND - 503 - TCP FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DEPT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1001	39049	02/23/22	13655	PROVOST & PRITCHARD	5030	SPR 21-25	0.00	382.20
1001	39049	02/23/22	13655	PROVOST & PRITCHARD	5030	TCP SITE	0.00	5,460.00
TOTAL CHECK							0.00	5,842.20
TOTAL CASH ACCOUNT							0.00	5,842.20
TOTAL FUND							0.00	5,842.20

SUPERION
DATE: 02/24/2022
TIME: 13:11:07

CITY OF FOWLER
CHECK REGISTER - DISBURSEMENT FUND

PAGE NUMBER: 8
ACCTPA21

SELECTION CRITERIA: transact.check_no between '38992' and '39049'
ACCOUNTING PERIOD: 8/22

FUND - 900 - PUBLIC FINANCING AUTH

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DEPT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1001	39000	02/14/22	10214	NBS	9000	QTRLY JAN22-MAR22	0.00	667.46
TOTAL CASH ACCOUNT							0.00	667.46
TOTAL FUND							0.00	667.46
TOTAL REPORT							0.00	315,028.01

**MINUTES OF THE FOWLER CITY COUNCIL MEETING
Tuesday February 15, 2022**

Mayor Cardenas called the meeting to order at 7:00 p.m.

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

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

5. PUBLIC COMMENT

There was no public comment.

6. CONSENT CALENDAR

Councilmember Parra made a motion to approve Consent Calendar items 6-A through 6-D and 6-F through 6-H, seconded by Mayor Pro-Tem Rodriquez. The motion carried by roll call vote: Ayes: Parra, Rodriquez, Cardenas, Kazarian, Mejia

7. CONTESTED CONSENT CALENDAR

6-E. APPROVE a contract in the amount of \$697,200 with Provost & Pritchard Consulting Group for the City's General Plan Update and Environmental Impact Report (GP/EIR) and authorize the City Manager to execute the contract. (Planning)

This item was pulled by Councilmember Parra.

Councilmember Parra requested clarification on the scope of work and project timeline. Staff distributed copies of the referenced Exhibit A. City Manager Quan, stated the Exhibit A would be available on the City's website the next day.

Councilmember Parra made a motion to approve item 6-E, without explanation, seconded by Mayor Pro-Tem Rodriguez. The motion carried by roll call vote: Ayes: Parra, Rodriquez, Cardenas, Kazarian, Mejia

8. GENERAL ADMINISTRATION

8-A. PLANNING

i. APPROVE Resolution No. 2546 creating fire safety inspection fees

Community Development Director Gaffery reported pursuant to State law, various building occupancies are required to have Annual Fire Safety Inspections performed by the City. He stated the proposed inspection fee reflects the City's costs for contracted inspectors to perform the inspections and City staff time to administer the program.

Councilmember Kazarian made a motion to approve Resolution No. 2546 fire safety inspection fees, seconded by Mayor Pro-Tem Rodriquez. The motion carried by roll call vote: Ayes: Kazarian, Rodriquez, Cardenas, Mejia, Parra

- ii. APPROVE Resolution No. 2547 Authorizing Submittal of a Grant Application to the Fresno Council of Governments (COG) for Measure C Transit Oriented Development (TOD) Funds**

City Planner Marple provided an overview of the grant program. She reported staff is preparing a grant application that will facilitate bike lane connectivity to the Fresno County Rural Transit Agency (FCRTA) bus stop at 7th and Merced Street.

Mayor Pro-Tem Rodriquez made a motion to approve Resolution No. 2547, authorizing submittal of a Grant Application to the Fresno Council of Governments (COG) for Measure C Transit Oriented Development (TOD) Funds, seconded by Councilmember Kazarian. The motion carried by roll call vote: Ayes: Rodriquez, Kazarian, Cardenas, Mejia, Parra

- iii. APPROVE Resolution No. 2545 approving Development Impact Fees and Planning Fees for Calendar Year 2022**

Community Development Director Gaffery corrected the record as the item should read "APPROVE Resolution No. 2545 approving Planning Fees for Calendar Year 2022." He reported the fees are for various planning and entitlement applications for projects within the City.

Councilmember Kazarian made a motion to approve Resolution No. 2545 approving Planning Fees for Calendar Year 2022, seconded by Councilmember Parra. The motion carried by roll call vote: Ayes: Kazarian, Parra, Cardenas, Mejia, Rodriquez

8-B. City Manager's Office

- i. COVID-19 Update**

City Manager Quan reported the Fresno County Department of Public Health's data shows Fowler's vaccination rate is 75.5% and stated that effective tomorrow the mask mandate will only apply to unvaccinated individuals. She also thanked staff and Stephanie Mejia for their assistance with the Blossom Trail opening ceremony.

9. STAFF COMMUNICATIONS – (CITY MANAGER)

9-A. PUBLIC WORKS DEPARTMENT

Public Works Director Dominguez announced California Arbor Day is March 12, 2022. He stated the City of Fowler was awarded a grant for 60 trees and the public is invited to plant the trees in partnership with Tree Fresno. He also provided an update on the TCP Treatment Facility with construction beginning in Fall 2022.

9-B. FIRE DEPARTMENT

Fire Chief Lopez updated the Council on the new fire engine. He also reported one firefighter received his EMT license, another firefighter received his paramedic license, and three firefighters are currently participating in driver/operator training.

9-C. POLICE DEPARTMENT

Police Chief Alcaraz provided funeral information for former Assistant Chief of Police Vernon Gonsalves. He updated Council on Sergeant Arthur Duron's funeral service. Police Chief Alcaraz also distributed DOJ crime statistics for January and February 2021 and provided an overview of 2021 crime statistics.

10. COUNCILMEMBER REPORTS AND COMMENTS

Mayor Cardenas, Mayor Pro-Tem Rodriguez, and Councilmember Kazarian thanked staff and Stephanie Mejia for their hard work making the Blossom Trail Opening Ceremony a success.

Mayor Cardenas announced SKF District Manager Ben Munoz is set to retire and a special meeting will be held to appoint an interim District Manager.

Councilmember Parra stated that as part of his League of California Cities board duties, he attended meetings with the Governor's office and other State elected officials where he highlighted the needs of small cities, specifically broadband, and SBI.

Councilmember Kazarian provided an update on the South Kings GSA meeting approving a developer impact study. He also stated the Sesquicentennial Committee held their first meeting today.

11. ADJOURNMENT

Having no further business, Councilmember Kazarian made a motion to adjourn, Councilmember Parra seconded. The meeting adjourned at 7:52 p.m.



CITY COUNCIL OF THE CITY OF FOWLER

ITEM NO: 6-C

REPORT TO THE CITY COUNCIL

March 1, 2022

FROM SCOTT CROSS, City Attorney

SUBJECT

APPROVE Resolution No. 2548, A Resolution of the City Council of the City of Fowler Authorizing Continued Use of Remote Teleconferencing for City Council Meetings and Commission Meetings During Declared State of Emergency in Accordance with Government Code Section 54953 as amended by AB 361

RECOMMENDATION

Approve Resolution No. 2548 if the City Council makes the findings required by Government Code Section 54953(e)(3) to continue to allow City Council members to attend City Council meetings via remote teleconferencing without following typical Brown Act requirements for teleconference participation by City Council members at City Council meetings. The Resolution also authorizes the City's other commissions to continue meeting remotely for as long as the City Council authorizes.

BACKGROUND

The City Council approved Resolution No. 2522 on October 19, 2021, authorizing remote teleconferencing for City Council and City commission meetings in accordance with Government Code Section 54953 as amended by AB 361 during the COVID-19 declared emergency. To continue with the "relaxed" remote teleconferencing for City Council and other commission meetings Government Code Section 54953 requires the City Council to make findings every 30 days that (1) it has reconsidered the circumstances of the state of emergency, and either (a) the state of emergency continues to directly impact the ability of the members to meet safely in person, or (b) state or local officials continue to impose or recommend measures to promote social distancing.

Fowler City Council meetings are currently conducted in a manner that allows the public and Council members to attend in person or via teleconference in compliance with applicable legal requirements. Approving this resolution would not change the way members of the public are allowed to participate in meetings (both in-person and teleconference attendance is allowed) and would also allow City Council members to continue to attend meetings via teleconference, if desired, without complying with the typical Brown Act requirements for teleconferencing attendance at City Council meetings.

The proclaimed COVID-19 emergency is still in effect and there may be occasions when the proclaimed emergency directly impacts the ability of members of the public or Council members to meet safely in person. Also, some state and local officials continue to recommend measures to promote social distancing. As a result, the necessary findings can be made, if desired, to continue with remote teleconferencing for City Council and other commission meetings. These findings must be made every 30 days to continue with the relaxed Brown Act teleconference requirements.

ENVIRONMENTAL REVIEW

This action does not constitute a “project” pursuant to the California Environmental Quality Act.

FISCAL IMPACT

No fiscal impact is anticipated whether this Resolution is approved or not.

CONFLICT OF INTEREST

Staff is not aware of any conflicts of interest.

Attachments

- Resolution No. 2548

RESOLUTION NO. 2548

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FOWLER AUTHORIZING CONTINUED USE OF REMOTE TELECONFERENCING FOR CITY COUNCIL MEETINGS AND COMMISSION MEETINGS DURING DECLARED STATE OF EMERGENCY IN ACCORANCE WITH GOVERNMENT CODE SECTION 54953 AS AMENDED BY AB 361

WHEREAS, on March 4, 2020, the Governor of California declared a state of emergency in the State as a result of the COVID-19 pandemic; and

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

WHEREAS, on March 17, 2020, with the issuance of Executive Order N-29-20, the Governor suspended certain provisions of the Ralph M. Brown Act in order to allow local legislative bodies to conduct meetings telephonically or by other remote means; and

WHEREAS, on June 11, 2021, the Governor issued Executive Order N-08-21, which placed an end date of September 30, 2021, for agencies to meet remotely; and

WHEREAS, AB 361 was enacted on September 16, 2021, enacting certain changes to the Brown Act for teleconferencing and remote participation at public meetings as set forth in Government Code Section 54953; and

WHEREAS, the state of emergency proclaimed by the Governor on March 4, 2020, has not been rescinded and remains in effect; and

WHEREAS, the City Council has determined that teleconferencing from remote locations by the public and City Council members has not limited participation of members of the public, Council members, or other attendees at City Council or other City commission meetings; and

WHEREAS, on October 19, 2021, the City Council approved Resolution No. 2522 authorizing remote teleconferencing for City Council and City commission meetings in accordance with Government Code Section 54953 as amended by AB 361; and

WHEREAS, Government Code Section 54953, as amended by AB 361, requires the City Council to make certain findings every 30 days after approving Resolution No. 2522 in order to continue with remote teleconferencing.

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

1. The City Council has reconsidered the circumstances of the COVID-19 state of emergency and finds that the following circumstances exist:

- A. The state of emergency continues to directly impact the ability of members of the public, City Council members, and members of other City commissions to meet safely in person; and
- B. State or local officials continue to recommend measures to promote social distancing.

2. This Resolution shall be effective immediately and a similar resolution shall be a standing item on City Council meeting agendas each month to reconsider the circumstances of the COVID-19 state of emergency and determine whether the state of emergency continues to directly impact the ability of members of the public, City Council members, and members of other City commissions to meet safely in person, or whether state or local officials continue to impose or recommend measures to promote social distancing, until the necessary findings required for continuing remote teleconferencing are no longer approved by the City Council.

PASSED, APPROVED AND ADOPTED this 1st day of March 2022, at a regular meeting of the Fowler City Council by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

APPROVED:

David Cardenas, Mayor

ATTEST:

Angela Vasquez, Deputy City Clerk



CITY COUNCIL OF THE CITY OF FOWLER

ITEM NO: 6-D

REPORT TO THE CITY COUNCIL

March 1, 2022

FROM Scott Cross, City Attorney

SUBJECT

APPROVE Resolution No. 2549 opposing State Ballot Initiative 21-0042A1.

RECOMMENDATION

Staff recommend the City Council approve a resolution opposing State Ballot Initiative 21-0042A1.

BACKGROUND

The Taxpayer Protection and Government Accountability Act initiative ("Measure") is a proposed State ballot initiative for the November 2022 statewide ballot. The Measure has not yet qualified for the state ballot and will have to complete several steps before doing so. It has been submitted to the State Attorney General for an official title and summary. A full analysis of the Measure has not yet been performed but based on a preliminary review and analysis Cal Cities is requesting cities adopt a resolution opposing the Measure to demonstrate how harmful it would be to cities.

The Measure proposes to amend the State Constitution to change the method by which local governments may impose taxes, fees, assessment, development impact fees and other charges. The Measure expands the definition of taxes to include some charges that are currently fees and other charges. As a result, the Measure could increase the number of city fees and charges that would be subject to voter approval. If placed on the ballot and passed by the voters, the Measure appears to make it more difficult for cities to implement or increase taxes and fees and could potentially lead to a decrease in current City revenue and make it more costly and time-consuming for the City to impose or increase various taxes, fees, and assessments.

The Measure's Changes to Local Taxes

The Measure expands the definition of taxes to include some charges that local governments currently treat as fees and other charges. For example, certain charges imposed for a benefit or privilege granted to a payer but not granted to those not charged, such as a parking permit or a tobacco license, could potentially no longer be considered fees. As a result, the Measure could increase the number of City levies subject to the vote requirements for taxes.

The Measure also seeks to overturn the California Supreme Court decision in *Upland*, where the court held that special taxes imposed by ballot initiative are immune from the two-thirds voter approval requirement. (*Cannabis Coalition v. City of Upland* (2017) 3 Cal.5th 924.) The Measure would establish the same two-thirds approval requirements for increasing local special taxes, whether the tax is sought by the governing body or the electorate.

Lastly, the Measure requires all tax measures identify the type and amount or rate of the tax and the duration of the tax. General tax measures must state that the revenue can be used for general purposes.

The Measure's Changes to Local Fees

The Measure requires fees to be imposed by a majority vote of the governing body and restricts the ability of local governments to delegate fee changes to City departments. Any fee approved between January 1, 2022, and the effective date of the Measure would be nullified unless it fulfills the requirements of the measure.

For some categories of fees, the Measure requires that the fee be both reasonable and reflect the actual costs to the local government of providing the service. The Measure defines "actual costs" as the "minimum amount necessary." Existing fees already are limited to the agency's actual costs of providing the service. In some instances, the actual costs are reasonably approximated and supported by fee studies. The Measure may make fee challenges more likely by requiring local agencies to provide 'clear and convincing' evidence (a higher burden of proof than currently required) that the fee meets this threshold. The City would also bear the burden of providing clear and convincing evidence that the charge is a 'fee' and not a tax subject to a vote by the electorate.

The Measure could impact current franchise fees paid by USA Waste, current and future development impact fees, and other fees and assessments currently imposed by the City. The potential impact may not be known for many years due to possible legal challenges.

The Measure also forbids any local agency from imposing any fee, charge, or exaction related to vehicle miles traveled (VMT) as a condition of property development or occupancy.

Impact to the City from the Measure

If the Measure is successful, the City will likely find it more difficult to raise revenue through taxes and various fees for services provided. The City may also experience a decrease in current fee revenue if it is required to reduce fees to ensure that they are the "minimum amount necessary". Estimating the actual costs may also require additional work for City departments and

contracting with costly consultants to prepare fee justification studies that can survive the greater risk of legal challenge and the higher burden of proof the City will have to satisfy if challenged.

ENVIRONMENTAL REVIEW

This action does not constitute a “project” pursuant to the California Environmental Quality Act.

FISCAL IMPACT

There is no fiscal impact from the adoption of this resolution.

CONFLICT OF INTEREST

Staff is not aware of any conflicts of interest.

Attachments

- Resolution No. 2549

RESOLUTION NO. 2549

A RESOLUTION OF THE COUNCIL OF THE CITY OF FOWLER OPPOSING PROPOSED STATE BALLOT INITIATIVE 21-0042A1

WHEREAS, the California Business Roundtable, an association representing California's wealthiest corporations, has proposed State Ballot Initiative 21-0042A1 ("Measure") to be included in the November 2022 statewide ballot;

WHEREAS, Cal Cities has reviewed the proposed Measure and is requesting cities adopt a resolution opposing the proposed Measure; and

WHEREAS, the Measure, if approved, would amend the California Constitution by restricting local agencies' ability to charge corporations for the impacts they have on communities, including local infrastructure, the environment, water quality, air quality, and natural resources;

WHEREAS, the Measure includes provisions that would make it more difficult for local voters to pass tax measures needed to fund local services and infrastructure, and would limit voter input by prohibiting local advisory measures where voters provide direction on how they want their local tax dollars spent;

WHEREAS, the Measure, if approved, would make it more difficult for state and local regulators to issue fines and levies on corporations that violate laws intended to protect the environment, public health and safety, and neighborhoods;

WHEREAS, the Measure, if approved, could put billions of dollars currently dedicated to state and local services at risk, and could force cuts to public schools, fire and emergency response, law enforcement, public health, parks, libraries, affordable housing, services to support homeless residents, mental health services, and more;

WHEREAS, the Measure could also reduce funding for critical infrastructure like streets and roads, public transportation, drinking water, new school facilities, sanitation, and utilities by making it more difficult for agencies to increase fees as needed to provide adequate funding;

WHEREAS, the Measure could cause a reduction in local agency revenue from taxes and fees that were already approved by local voters and the local agency, including local tax measures, franchise fees, development impact fees, and other fees and assessments; and the Measure will likely make imposing or increasing already approved fees and assessment more difficult with increased justification requirements, staff time, and the need to retain costly consultants to prepare more burdensome fee and assessment justification studies, and also make challenges to city fees, assessments and exactions more likely;

WHEREAS, the extent of the Measure's restrictions on local agencies' ability to properly raise revenue for public services are still unknown and, if the Measure is approved, will likely result in years of litigation in the courts to determine their overall effects and impact on local tax measures and fees.

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

1. That the City of Fowler opposes State Ballot Initiative 21-0042A1.

2. The City of Fowler will join the No on Initiative 21-0042A1 coalition which is comprised of a growing number of cities, local government agencies, public safety, labor, infrastructure advocates, and other organizations throughout the state.

3. Staff is directed to forward a copy of this adopted resolution to Cal Cities at BallotMeasures@calcities.org.

PASSED, APPROVED AND ADOPTED this 1st day of March 2022, at a regular meeting of the Fowler City Council by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

APPROVED:

David Cardenas, Mayor

ATTEST:

Angela Vasquez, Deputy City Clerk



CITY COUNCIL OF THE CITY OF FOWLER

ITEM NO: 8-Ai

REPORT TO THE CITY COUNCIL

March 1, 2022

FROM DARIO DOMINGUEZ, Public Works Director

SUBJECT

WORKSHOP on a proposed Capital Improvement Plan

RECOMMENDATION

Staff recommend the City Council provide staff feedback during this workshop.

BACKGROUND

The Capital Improvement Plan (CIP) is a tool for medium-term fiscal forecasting of major expenditures across multiple fund sources. These expenditures may be infrastructure in nature, administrative, or planning initiatives. As a CIP has not been brought forward in the past for adoption, Staff felt it was important for the City Council to provide feedback prior to budget introduction. The CIP will return to City Council for adoption during the Fiscal Year 2022-23 budget process.

ENVIRONMENTAL REVIEW

This does not constitute a “project” pursuant to the California Environmental Quality Act.

FISCAL IMPACT

There is no fiscal impact as no action is being taken.

CONFLICT OF INTEREST

Staff is not aware of any conflicts of interest.

Attachments

- Draft Capital Improvement Plan

**CITY OF FOWLER
CAPITAL IMPROVEMENT PLAN**

*** All costs are estimated and will be fully vetted during the formal procurement process ***

General Fund						Enterprise & Other Funds					Note
2021/22	2022/23	2023/24	2024/25	2025/26		2021/22	2022/23	2023/24	2024/25	2025/26	
<u>Water</u>											
Water Meter Installation Project						\$615,000					ARPA
Arrearage Program (water bills) \$141,000											SWRCB
Water main improvements (east to west side)						\$2,000,000 \$2,000,000					EDA
Water Well						\$1,200,000					EDA
TCP Plant						\$1,200,000	\$750,000	\$750,000	\$750,000	\$750,000	TCP Settlement Fund
Resurface of Water Tower \$265,000											
12" water line to 3 Crowns						\$200,000 \$1,800,000					Water Fund
Annual contributions per SGMA / SKGSA \$150,000 \$150,000 \$150,000 \$150,000 \$150,000											General Fund
Water Master Plan						\$40,000 \$125,000					Water Fund
Annual Well Maintenance Program						\$30,000 \$30,000 \$30,000 \$30,000					Water Fund
<u>Stormwater / Flood Control</u>											
Curvert Replacement on Merced/6th \$40,000											
Construct a Drywell at Vine / 6th \$25,000											
Construct a Drywell at Tulare/7th \$25,000											
Construct a Drywell at 7th/Stockton \$25,000											
<u>Sewer</u>											
Sewerline replacement (SKF CIP)						\$0 \$0					SKF
Sewer lift station at new KHOV Development \$450,000											SKF
<u>Parks</u>											
New Harris Park						\$127,000					Prop 68 Per Capita
Donny Wright Park Improvements						\$53,000					Prop 68 Per Capita
8-acre Site						\$2,000,000					Parks Impact Fees
Panzak Park Amenities Rehabilitation						\$250,000					Parks Impact Fees
Kensington Estates Neighborhood Park						\$750,000					Parks Impact Fees
Ahronian Neighborhood Park						\$750,000					Parks Impact Fees

CITY OF FOWLER
CAPITAL IMPROVEMENT PLAN

*** All costs are estimated and will be fully vetted during the formal procurement process ***

	General Fund					Enterprise & Other Funds					Note
	2021/22	2022/23	2023/24	2024/25	2025/26	2021/22	2022/23	2023/24	2024/25	2025/26	
Fowler Estates Well & Cul-de-Sac Trail										\$150,000	Parks Impact Fees
Streets & Sidewalks											
Adams Paving Project - Main to Temperance						\$1,200,000					STBG
Goldenstate Boulevard Reconstruction Project							\$4,500,000				STBG
Main Street Paving - 3rd Street to Adams						\$280,000					Measure C
Vine Street Paving - GS to 4th						\$350,000					Measure C
5th Street Paving - Tuolumne to Main		\$311,000									
4th Street Paving - Vine to Main		\$307,000									
1st Street Paving - Main to Merced			\$70,000								
Fowler Ave Paving - Adams to City boundary			\$148,000								
Maint Street Paving - Tuolumne to Vine				\$350,000							
Various crack/slurry seals		\$100,000	\$100,000	\$100,000	\$100,000						
Merced Streetscape							\$250,000				ARPA
Annual street restriping program		\$20,000	\$20,000	\$20,000	\$20,000						
Annual street sign replacement program	\$20,000	\$25,000	\$25,000	\$25,000	\$25,000						
Curbramp and Sidewalk reconstruction		\$25,000	\$25,000	\$25,000	\$25,000						
Annual tree trimming		\$25,000	\$25,000	\$25,000	\$25,000						
Semiannual pothole patching	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000						General Fund
Library Drive Approach							\$0				County
Planning (better name)											
Improvement Standards and Specifications		\$45,000									
DTA						\$68,500					
PD HQ / Senior Center Design (Dewberry)						\$200,000	\$65,000				Measure N
						\$200,000	\$65,000				Police Impact
General Plan							\$100,000				
General Plan Implementation								\$50,000	\$50,000	\$50,000	
Parks, Trails, Active Transportation Master Plan								\$150,000			Impact Fees
Stormwater Master Plan							\$125,000				Impact Fees

CITY OF FOWLER
CAPITAL IMPROVEMENT PLAN

*** All costs are estimated and will be fully vetted during the formal procurement process ***

	General Fund					Enterprise & Other Funds					Note
	2021/22	2022/23	2023/24	2024/25	2025/26	2021/22	2022/23	2023/24	2024/25	2025/26	
Recycled Water Feasibility Study								\$125,000			Water Impact Fees?
Historical Asset Inventory								\$125,000			Impact Fees
Facility Condition Assessment & Scoring			\$375,000								
Corp Yard Master Plan			\$125,000								
ADA Transition Plan (right-of-way)		\$75,000									Measure C
ADA Transition Plan (City facilities)			\$100,000								
Fire Department Master Plan Implementation							\$250,000				Fire Impact Fees
<u>Facilities</u>											
City Hall Site Master Plan			\$90,000								
Fire Station Sleeping Quarters & Showers							\$250,000				Fire Impact Fees
City Facilities and Merced Street LED Project	\$167,000										
Lighting project near Library		\$50,000									
Fire Building Solar Project	\$20,000	\$130,000									
Community/Job Training Center							\$2,500,000	\$2,500,000			EDA Grant
PD HQ / Senior Center Construction							\$2,000,000	\$2,000,000			Measure N
							\$2,000,000	\$2,000,000			PD/Parks Impact Fees
							\$500,000	\$500,000			CDBG
City Hall ADA Front Counter						\$11,548					WATER
<u>Administration & Information Technology</u>											
Accounting Software Replacement			\$40,000	\$40,000	\$40,000						50% GF
							\$40,000		\$40,000	\$40,000	50% WATER
IT Capital Renewal											
Agenda Tracking Software							\$10,000				
Website Rebuild							\$10,000				
Computer Replacement Fund							\$25,823	\$25,823	\$25,823	\$25,823	
City-Wide Exterior Cameras						\$75,000					COPS
						\$75,000					Measure N

CITY OF FOWLER
CAPITAL IMPROVEMENT PLAN

*** All costs are estimated and will be fully vetted during the formal procurement process ***

General Fund					Enterprise & Other Funds					Note
2021/22	2022/23	2023/24	2024/25	2025/26	2021/22	2022/23	2023/24	2024/25	2025/26	
					\$10,000					VSCC
Payroll Software					\$24,000					Paychex average \$11k
Police Firearms					\$20,000					Measure N
Police Body Worn Cameras					\$10,000 \$10,000 \$30,000					Measure N
Fleet										
Public Works Fleet					\$50,000 \$50,000 \$50,000 \$50,000					General Fund/SJAPCD
Building, Code, Motor Pool					\$40,000 \$40,000 \$40,000					
PD Fleet Renewal Fund					\$130,000 \$130,000 \$130,000 \$65,000 \$65,000					
Street Sweeper					\$400,000					
Heavy equipment?										



CITY COUNCIL OF THE CITY OF FOWLER

ITEM NO: 8-Aii

REPORT TO THE CITY COUNCIL

March 1, 2022

FROM MARGARITA MORENO, Finance Director

SUBJECT

WORKSHOP on consolidation of City fees into a Master Fee Schedule

RECOMMENDATION

Staff recommend the City Council provide staff feedback during this workshop.

BACKGROUND

Currently, the City's fees for services are codified across multiple ordinances and resolutions. Whereas some fees are codified by ordinance, others are codified by resolution. Some fees are evaluated and updated regularly, whereas others have not been evaluated in many years. Staff are in the process of developing a Master Fee Schedule to consolidate all fees for services into a singular document with references to the various ordinances and resolutions enacting those fees. As fees are adopted or modified, they will be presented to City Council as an amendment to the Master Fee Schedule. Additionally, staff plan to bring a full review of the Master Fee Schedule to City Council each December.

ENVIRONMENTAL REVIEW

This does not constitute a "project" pursuant to the California Environmental Quality Act.

FISCAL IMPACT

There is no fiscal impact as no action is being taken.

CONFLICT OF INTEREST

Staff is not aware of any conflicts of interest.

Attachments

- Partial Draft Master Fee Schedule

CITY OF FOWLER
Master Fee Schedule

Community Development			
Description	Rate	Reso/FMC	Date
Planning Fees			
Abandoned Residential Property Registration	\$319	Reso No. 2545	02/15/22
Abandonment of Right-of-Way	\$2,549	Reso No. 2545	02/15/22
Accessory Dwelling Unit	\$750	Reso No. 2545	02/15/22
Administrative Review #%	\$941	Reso No. 2545	02/15/22
Administrative Review - Sidewalk Displays	\$159	Reso No. 2545	02/15/22
Annexation / Pre-zone (0-6 acres) #%	\$6,659	Reso No. 2545	02/15/22
Annexation / Pre-zone (6 plus acres) #%	\$9,758	Reso No. 2545	02/15/22
Annexation Extension	\$637	Reso No. 2545	02/15/22
Appeal to the City Council	\$33	Reso No. 2545	02/15/22
Appeal to the Planning Commission	\$162	Reso No. 2545	02/15/22
Building Demolition Permit	\$517	Reso No. 2545	02/15/22
Building Moving Permit	\$605	Reso No. 2545	02/15/22
Deferral Agreement	\$842	Reso No. 2545	02/15/22
Density Bonus Request #%	\$601	Reso No. 2545	02/15/22
Finding of EIR Conformity ^	\$1,804	Reso No. 2545	02/15/22
Health and Safety Inspection	\$108	Reso No. 2545	02/15/22
In Lieu Parking Fee (at least 75% of parking requirement must be met, per space)	\$5,411	Reso No. 2545	02/15/22
Out of Area Service Agreement #%	\$1,203	Reso No. 2545	02/15/22
Temporary Sign/Banner	\$36	Reso No. 2545	02/15/22
Water Well Demolition	\$499	Reso No. 2545	02/15/22
Conditional Use Permit			
Conditional Use Permit #%	\$2,271	Reso No. 2545	02/15/22
Conditional Use Permit - Amendment #%	\$2,353	Reso No. 2545	02/15/22
Conditional Use Permit - Extension	\$1,123	Reso No. 2545	02/15/22
Conditional Use Permit - Major (greater than 1 acre site) #%	\$2,231	Reso No. 2545	02/15/22
Conditional Use Permit - Minor (less than 1 acre site/or use within structure) #%	\$1,118	Reso No. 2545	02/15/22
Temporary Use Permit	\$172	Reso No. 2545	02/15/22
Development Agreement #%	\$5,098	Reso No. 2545	02/15/22
Development Agreement - Amendment	\$1,593	Reso No. 2545	02/15/22
Environmental Review			
Categorical Exemption	\$470	Reso No. 2545	02/15/22
Environmental Review - Negative Declaration #%^	\$5,861	Reso No. 2545	02/15/22
Environmental Review - Mitigated Negative Declaration #%^	\$7,325	Reso No. 2545	02/15/22
Environmental Review - EIR #%^	\$13,280	Reso No. 2545	02/15/22
Environmental Notice of Determination - Negative Declaration *	-----	Reso No. 2545	02/15/22
Environmental Notice of Determination - EIR *	-----	Reso No. 2545	02/15/22

CITY OF FOWLER
Master Fee Schedule

Community Development			
Description	Rate	Reso/FMC	Date
General Plan Amendment			
Major (greater than 5 acre sites) ##	\$4,870	Reso No. 2545	02/15/22
Minor (5 acre or less sites) ##	\$2,435	Reso No. 2545	02/15/22
General Plan Amendment with Concurrent Rezoning			
Major (greater than 5 acre sites) ##	\$7,215	Reso No. 2545	02/15/22
Minor (5 acre or less sites) ##	\$3,608	Reso No. 2545	02/15/22
Garage Sale Permit (after 2 sales)	\$33	Reso No. 2545	02/15/22
Home Occupation Permit	\$48	Reso No. 2545	02/15/22
Land Division Applications			
Lot Line Adjustment ##	\$1,875	Reso No. 2545	02/15/22
Tentative Parcel Map ##	\$4,927	Reso No. 2545	02/15/22
Final Parcel Map ##	\$4,588	Reso No. 2545	02/15/22
Revised Parcel Map ##	\$1,856	Reso No. 2545	02/15/22
Tentative Subdivision Map - Small (5-10 lots) ##	\$9,859	Reso No. 2545	02/15/22
Tentative Subdivision Map - Greater than 10 lots ##	\$11,728	Reso No. 2545	02/15/22
Final Subdivision Map - Small (5-10 lots)	\$3,274	Reso No. 2545	02/15/22
Final Subdivision Map - Greater than 10 lots	\$5,048	Reso No. 2545	02/15/22
Revised Tentative Subdivision Map ##	\$6,713	Reso No. 2545	02/15/22
Tentative Tract Map Extension	\$1,123	Reso No. 2545	02/15/22
Landscaping / Conservation Review - Residential	\$672	Reso No. 2545	02/15/22
Landscaping / Conservation Review - Commercial	\$1,378	Reso No. 2545	02/15/22
Manufactured Housing Permit	\$458	Reso No. 2545	02/15/22
Sign Review	\$135	Reso No. 2545	02/15/22
Site Plan Review			
Major (greater than 1 acre sites) ##	\$2,670	Reso No. 2545	02/15/22
Minor (1 acre or less sites) ##	\$1,335	Reso No. 2545	02/15/22
Preliminary Map/Site Plan Review (after 1 review)	\$750	Reso No. 2545	02/15/22
Variance			
Major (commercial, industrial, multifamily) ##	\$1,852	Reso No. 2545	02/15/22
Minor (single family residential) ##	\$926	Reso No. 2545	02/15/22
Minor Deviation	\$134	Reso No. 2545	02/15/22
Zoning			
Classification of Zoning Use	\$637	Reso No. 2545	02/15/22

CITY OF FOWLER
Master Fee Schedule

Community Development

Description	Rate	Reso/FMC	Date
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Rezoning

Major Change (map change greater than 5 acres) ##	\$4,804	Reso No. 2545	02/15/22
Minor Change (map change 5 acres or less/or text amendment) ##	\$2,405	Reso No. 2545	02/15/22
Zone Map Amendment ##	\$4,892	Reso No. 2545	02/15/22
Zone Text Amendment ##	\$4,738	Reso No. 2545	02/15/22

More Complex projects require a consultant proposal for estimated cost.

% Should a project require additional study, staff time, public hearings, or notification, then additional funds shall be deposited in an amount determined by the Director.

^ For Negative Declarations and EIRs prepared by qualified consultants under contract to the City, the fee shall be cost +

* CEQA filing fees shall be as required by the California Department of Fish and Wildlife website and shall include filing fees for the Fresno County Clerk. Checks in the required amount shall be deposited with the City prior to the final public hearing adopting the environmental document and shall be returned if the project is denied.

Refunds

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

New Development Impact Fees (AB 1600)

Description	Rate	Reso/FMC	Date
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General Services

Residential, Single Family (per unit)	\$1,281	Reso No. 2502	05/18/21
Residential, Multi-Family (per unit)	\$897	Reso No. 2502	05/18/21
Commercial (per 1,000 square feet)	\$399	Reso No. 2502	05/18/21
Industrial (per 1,000 square feet)	\$120	Reso No. 2502	05/18/21
Institutional (per 1,000 square feet)	\$200	Reso No. 2502	05/18/21

Law Enforcement

Residential, Single Family (per unit)	\$903	Reso No. 2502	05/18/21
Residential, Multi-Family (per unit)	\$632	Reso No. 2502	05/18/21
Commercial (per 1,000 square feet)	\$281	Reso No. 2502	05/18/21
Industrial (per 1,000 square feet)	\$84	Reso No. 2502	05/18/21
Institutional (per 1,000 square feet)	\$141	Reso No. 2502	05/18/21

CITY OF FOWLER
Master Fee Schedule

Community Development			
Description	Rate	Reso/FMC	Date
Fire			
Residential, Single Family (per unit)	\$1,069	Reso No. 2502	05/18/21
Residential, Multi-Family (per unit)	\$748	Reso No. 2502	05/18/21
Commercial (per 1,000 square feet)	\$333	Reso No. 2502	05/18/21
Industrial (per 1,000 square feet)	\$100	Reso No. 2502	05/18/21
Institutional (per 1,000 square feet)	\$167	Reso No. 2502	05/18/21
Parks			
Residential, Single Family (per unit)	\$3,770	Reso No. 2502	05/18/21
Residential, Multi-Family (per unit)	\$2,638	Reso No. 2502	05/18/21
Commercial (per 1,000 square feet)	\$0	Reso No. 2502	05/18/21
Industrial (per 1,000 square feet)	\$0	Reso No. 2502	05/18/21
Institutional (per 1,000 square feet)	\$0	Reso No. 2502	05/18/21
Water Facilities			
Residential, Single Family (per unit)	\$2,565	Reso No. 2502	05/18/21
Residential, Multi-Family (per unit)	\$1,795	Reso No. 2502	05/18/21
Commercial (per 1,000 square feet)	\$799	Reso No. 2502	05/18/21
Industrial (per 1,000 square feet)	\$240	Reso No. 2502	05/18/21
Institutional (per 1,000 square feet)	\$400	Reso No. 2502	05/18/21
Sewer Facilities			
Residential, Single Family (per unit)	\$3,891	Reso No. 2502	05/18/21
Residential, Multi-Family (per unit)	\$2,723	Reso No. 2502	05/18/21
Commercial (per 1,000 square feet)	\$1,212	Reso No. 2502	05/18/21
Industrial (per 1,000 square feet)	\$364	Reso No. 2502	05/18/21
Institutional (per 1,000 square feet)	\$606	Reso No. 2502	05/18/21
Traffic			
Residential, Single Family (per unit)	\$507	Reso No. 2502	05/18/21
Residential, Multi-Family (per unit)	\$535	Reso No. 2502	05/18/21
Commercial (per 1,000 square feet)	\$2,304	Reso No. 2502	05/18/21
Industrial (per 1,000 square feet)	\$294	Reso No. 2502	05/18/21
Institutional (per 1,000 square feet)	\$729	Reso No. 2502	05/18/21
Ground Water Recharge			
Residential, Single Family (per unit)	\$849	Reso No. 2502	05/18/21
Residential, Multi-Family (per unit)	\$594	Reso No. 2502	05/18/21
Commercial (per 1,000 square feet)	\$264	Reso No. 2502	05/18/21
Industrial (per 1,000 square feet)	\$79	Reso No. 2502	05/18/21
Institutional (per 1,000 square feet)	\$132	Reso No. 2502	05/18/21

**CITY OF FOWLER
Master Fee Schedule**

Community Development			
Description	Rate	Reso/FMC	Date
Storm Drain			
Residential, Single Family (per acre)	\$5,058	Reso No. 2502	05/18/21
Residential, Multi-Family (per acre)	\$8,219	Reso No. 2502	05/18/21
Commercial (per acre)	\$10,747	Reso No. 2502	05/18/21
Industrial (per acre)	\$12,012	Reso No. 2502	05/18/21
Institutional (per acre)	\$10,747	Reso No. 2502	05/18/21
Business License			
Description	Rate	Reso/FMC	Date
Annual Fee -- Retail Sales			
Air-conditioning sales and service	\$40	FMC 3-1.401	04/19/11
Appliance sales and service	\$40	FMC 3-1.401	04/19/11
Automobiles, new and used	\$140	FMC 3-1.401	04/19/11
Auto parts and accessories	\$40	FMC 3-1.401	04/19/11
Children's wear	\$40	FMC 3-1.401	04/19/11
Department and variety stores	\$40	FMC 3-1.401	04/19/11
Drapery shops	\$40	FMC 3-1.401	04/19/11
Equipment rentals	\$40	FMC 3-1.401	04/19/11
Farmer's co-ops	\$40	FMC 3-1.401	04/19/11
Farm equipment dealers	\$40	FMC 3-1.401	04/19/11
Feed, fuel, and ice dealers	\$40	FMC 3-1.401	04/19/11
Florists	\$40	FMC 3-1.401	04/19/11
Furniture stores, new and used	\$40	FMC 3-1.401	04/19/11
Hardware stores	\$60	FMC 3-1.401	04/19/11
Hobby shops	\$40	FMC 3-1.401	04/19/11
Jewelry stores	\$60	FMC 3-1.401	04/19/11
Liquor stores	\$40	FMC 3-1.401	04/19/11
Lumber companies	\$120	FMC 3-1.401	04/19/11
Men's and women's apparel, new and used	\$40	FMC 3-1.401	04/19/11
Motorcycle sales and repair	\$40	FMC 3-1.401	04/19/11
Nursery and garden supply	\$40	FMC 3-1.401	04/19/11
Paint, glass, and wallpaper stores	\$40	FMC 3-1.401	04/19/11
Pawnbrokers	\$40	FMC 3-1.401	04/19/11
Pet shops and grooming	\$40	FMC 3-1.401	04/19/11
Pump sales and repair	\$40	FMC 3-1.401	04/19/11
Radio and television sales	\$40	FMC 3-1.401	04/19/11
Rubber stamp stores	\$40	FMC 3-1.401	04/19/11
Service stations	\$40	FMC 3-1.401	04/19/11
Shoe stores	\$40	FMC 3-1.401	04/19/11
Sporting goods	\$40	FMC 3-1.401	04/19/11
Stained glass windows, lamps, and the like	\$40	FMC 3-1.401	04/19/11

CITY OF FOWLER
Master Fee Schedule

Community Development			
Description	Rate	Reso/FMC	Date
Stamp and/or coin shops	\$40	FMC 3-1.401	04/19/11
Stationery and book stores	\$40	FMC 3-1.401	04/19/11
Tire sales and/or recapping	\$40	FMC 3-1.401	04/19/11
Tobacco shops, periodicals and magazines	\$40	FMC 3-1.401	04/19/11
Toy stores	\$40	FMC 3-1.401	04/19/11
Tractor sales and service	\$40	FMC 3-1.401	04/19/11
Trailer sales	\$40	FMC 3-1.401	04/19/11
Thrift shops	\$40	FMC 3-1.401	04/19/11
Video sales and rentals	\$40	FMC 3-1.401	04/19/11
Annual Fee -- Public Services			
Advertising counsel	\$40	FMC 3-1.401	04/19/11
Answering service	\$40	FMC 3-1.401	04/19/11
Barber and/or beauty salons	\$40	FMC 3-1.401	04/19/11
Billboard advertising	\$120	FMC 3-1.401	04/19/11
Collection agencies	\$40	FMC 3-1.401	04/19/11
Credit bureaus	\$40	FMC 3-1.401	04/19/11
Designers	\$40	FMC 3-1.401	04/19/11
Duplicating and/or mimeographing service	\$40	FMC 3-1.401	04/19/11
Funeral escort service	\$40	FMC 3-1.401	04/19/11
Furniture movers	\$40	FMC 3-1.401	04/19/11
Garage storage	\$40	FMC 3-1.401	04/19/11
Gymnasiums, health clubs, and/or spas	\$40	FMC 3-1.401	04/19/11
House moving	\$40	FMC 3-1.401	04/19/11
Income tax preparation	\$40	FMC 3-1.401	04/19/11
Interior decorators	\$40	FMC 3-1.401	04/19/11
Junk dealers	\$40	FMC 3-1.401	04/19/11
Landscape gardeners and/or architects	\$40	FMC 3-1.401	04/19/11
Laundromats, coin-operated	\$40	FMC 3-1.401	04/19/11
Laundry and/or dry cleaners	\$40	FMC 3-1.401	04/19/11
Locksmiths and keymakers	\$40	FMC 3-1.401	04/19/11
Newspaper publishers and printers	\$40	FMC 3-1.401	04/19/11
Public stenographers	\$40	FMC 3-1.401	04/19/11
Pest exterminators	\$40	FMC 3-1.401	04/19/11
Public scales	\$40	FMC 3-1.401	04/19/11
Sales promotion service	\$40	FMC 3-1.401	04/19/11
Sanitation companies and/or garbage collectors	\$40	FMC 3-1.401	04/19/11
Shoe shining	\$40	FMC 3-1.401	04/19/11
Studio photographers	\$40	FMC 3-1.401	04/19/11
Taxicabs and/or transit service	\$40	FMC 3-1.401	04/19/11
Taxidermists	\$40	FMC 3-1.401	04/19/11
Towing service	\$40	FMC 3-1.401	04/19/11

CITY OF FOWLER
Master Fee Schedule

Community Development			
Description	Rate	Reso/FMC	Date
Telephone service	\$40	FMC 3-1.401	04/19/11
Travel agencies	\$40	FMC 3-1.401	04/19/11
Tree spraying service	\$40	FMC 3-1.401	04/19/11
Tree trimming and/or surgery	\$40	FMC 3-1.401	04/19/11
Trucking and hauling	\$40	FMC 3-1.401	04/19/11
Upholstery shops	\$40	FMC 3-1.401	04/19/11
Warehouse storage	\$40	FMC 3-1.401	04/19/11
Water softening service	\$40	FMC 3-1.401	04/19/11
Yard maintenance	\$40	FMC 3-1.401	04/19/11
Annual Fee -- Repair Services			
Automobile, truck, and/or tractor repair	\$40	FMC 3-1.401	04/19/11
Automobile wrecking	\$40	FMC 3-1.401	04/19/11
Bicycle repair	\$40	FMC 3-1.401	04/19/11
Boat repair	\$40	FMC 3-1.401	04/19/11
Electrical	\$40	FMC 3-1.401	04/19/11
Electroplating	\$40	FMC 3-1.401	04/19/11
Glass repair	\$40	FMC 3-1.401	04/19/11
Harness shops	\$40	FMC 3-1.401	04/19/11
Motorcycle repair	\$40	FMC 3-1.401	04/19/11
Plumbing and heating	\$40	FMC 3-1.401	04/19/11
Pump repair	\$40	FMC 3-1.401	04/19/11
Shoe repair	\$40	FMC 3-1.401	04/19/11
Annual Fee -- Training Facilities			
Barber schools	\$40	FMC 3-1.401	04/19/11
Beauty and/or cosmetology schools	\$40	FMC 3-1.401	04/19/11
Dancing schools	\$40	FMC 3-1.401	04/19/11
Music studios and/or instruction	\$40	FMC 3-1.401	04/19/11
Preschool nurseries	\$40	FMC 3-1.401	04/19/11
Annual Fee -- Medical Services			
Bacteriologists	\$40	FMC 3-1.401	04/19/11
Chemists or pharmacists	\$40	FMC 3-1.401	04/19/11
Chiropractors and/or osteopaths	\$40	FMC 3-1.401	04/19/11
Dental technicians	\$40	FMC 3-1.401	04/19/11
Dentists	\$40	FMC 3-1.401	04/19/11
Doctors of medicine or surgery	\$40	FMC 3-1.401	04/19/11
Hospitals	\$120	FMC 3-1.401	04/19/11
Nursing and convalescent homes	\$40	FMC 3-1.401	04/19/11
Oculists	\$40	FMC 3-1.401	04/19/11
Opticians	\$40	FMC 3-1.401	04/19/11

**CITY OF FOWLER
Master Fee Schedule**

Community Development			
Description	Rate	Reso/FMC	Date
Optometrists	\$40	FMC 3-1.401	04/19/11
Radiologists	\$40	FMC 3-1.401	04/19/11
Retirement homes	\$40	FMC 3-1.401	04/19/11
X-ray technicians	\$40	FMC 3-1.401	04/19/11
Veterinarians	\$40	FMC 3-1.401	04/19/11
Annual Fee -- Professional Services			
Accountants	\$40	FMC 3-1.401	04/19/11
Appraisers	\$40	FMC 3-1.401	04/19/11
Architects	\$40	FMC 3-1.401	04/19/11
Assayers	\$40	FMC 3-1.401	04/19/11
Attorneys	\$40	FMC 3-1.401	04/19/11
Court reporters and/or public stenographers	\$40	FMC 3-1.401	04/19/11
Draftsmen	\$40	FMC 3-1.401	04/19/11
Engineers, civil, mechanical, and the like	\$40	FMC 3-1.401	04/19/11
Funeral directors	\$40	FMC 3-1.401	04/19/11
Geologists	\$40	FMC 3-1.401	04/19/11
Insurance brokers	\$40	FMC 3-1.401	04/19/11
Private investigators and adjustors	\$40	FMC 3-1.401	04/19/11
Money lenders and/or brokers	\$40	FMC 3-1.401	04/19/11
Real estate brokers	\$40	FMC 3-1.401	04/19/11
Stock brokers	\$40	FMC 3-1.401	04/19/11
Surveyors	\$40	FMC 3-1.401	04/19/11
Annual Fee -- Commodity Processing			
Canneries	\$120	FMC 3-1.401	04/19/11
Cold storage lockers	\$120	FMC 3-1.401	04/19/11
Cotton gin compresses	\$120	FMC 3-1.401	04/19/11
Creameries and/or dairies	\$40	FMC 3-1.401	04/19/11
Frozen food processors	\$120	FMC 3-1.401	04/19/11
Fruit and produce brokers	\$120	FMC 3-1.401	04/19/11
Hatcheries	\$40	FMC 3-1.401	04/19/11
Honey processing	\$40	FMC 3-1.401	04/19/11
Paper converting	\$40	FMC 3-1.401	04/19/11
Poultry and/or meat processing and meat packers	\$120	FMC 3-1.401	04/19/11
Processing, storage, packing, and shipping plants	\$120	FMC 3-1.401	04/19/11
Annual Fee -- Manufacturing			
Concrete pipe	\$120	FMC 3-1.401	04/19/11
Fabrication and/or assembly plants	\$120	FMC 3-1.401	04/19/11

CITY OF FOWLER
Master Fee Schedule

Community Development			
Description	Rate	Reso/FMC	Date
Annual Fee -- Maintenance Services			
Car washes	\$40	FMC 3-1.401	04/19/11
Janitorial service	\$40	FMC 3-1.401	04/19/11
Towels, rugs, linens, and uniform service	\$40	FMC 3-1.401	04/19/11
Annual Fee -- Construction Services			
Building contractors	\$60	FMC 3-1.401	04/19/11
Cabinet shops	\$40	FMC 3-1.401	04/19/11
Concrete aggregate	\$60	FMC 3-1.401	04/19/11
Construction	\$60	FMC 3-1.401	04/19/11
Fire protection and/or sprinkler systems	\$60	FMC 3-1.401	04/19/11
Laminators	\$40	FMC 3-1.401	04/19/11
Annual Fee -- Food Outlets			
Bakeries	\$40	FMC 3-1.401	04/19/11
Bars	\$40	FMC 3-1.401	04/19/11
Coffee shops	\$40	FMC 3-1.401	04/19/11
Confectioneries	\$40	FMC 3-1.401	04/19/11
Food and beverage caterers	\$40	FMC 3-1.401	04/19/11
Convenience stores, groceries, supermarkets, and the like	\$40	FMC 3-1.401	04/19/11
Meat markets	\$40	FMC 3-1.401	04/19/11
Milk depots	\$40	FMC 3-1.401	04/19/11
Restaurants	\$40	FMC 3-1.401	04/19/11
Soft drink stands and/or drive-ins	\$40	FMC 3-1.401	04/19/11
Specialty foods	\$40	FMC 3-1.401	04/19/11
Annual Fee -- Delivery Service from outside the City limits			
Once per week or less	\$20	FMC 3-1.401	04/19/11
Twice per week or less	\$40	FMC 3-1.401	04/19/11
More than twice per week	\$60	FMC 3-1.401	04/19/11
Daily Fee -- Entertainment			
Theatrical and/or musical productions	\$10	FMC 3-1.401	04/19/11
Shooting galleries	\$10	FMC 3-1.401	04/19/11
Merry-go-rounds and similar riding devices	\$10	FMC 3-1.401	04/19/11
Boxing and wrestling matches and exhibitions	\$10	FMC 3-1.401	04/19/11
Circuses and carnivals	\$10	FMC 3-1.401	04/19/11
Movie theaters	\$120	FMC 3-1.401	04/19/11
Bowling alleys	\$60	FMC 3-1.401	04/19/11
Billiards and/or pool halls	\$60	FMC 3-1.401	04/19/11

CITY OF FOWLER
Master Fee Schedule

Community Development			
Description	Rate	Reso/FMC	Date
Daily Fee -- Solicitors and Peddlers			
<i>Per day for each person involved with direct contact of the public.</i>			
Itinerant vendors	\$10	FMC 3-1.401	04/19/11
Magazine sales (permitted in nonresidential areas only)	\$10	FMC 3-1.401	04/19/11
Transient photographers	\$10	FMC 3-1.401	04/19/11
Handbill distribution	\$10	FMC 3-1.401	04/19/11
Daily Fee -- Gifts and Novelties			
<i>Per day for each person involved with direct contact of the public.</i>			
Parade vendors	\$10	FMC 3-1.401	04/19/11
Annual Fee -- Door-To-Door Sales (on a regular basis)			
Amway sales	\$40	FMC 3-1.401	04/19/11
Cosmetic sales	\$40	FMC 3-1.401	04/19/11
Household commodities	\$40	FMC 3-1.401	04/19/11
Quarterly Fee -- Seasonal Businesses			
Christmas tree sales	\$25	FMC 3-1.401	04/19/11
Fireworks sales	\$25	FMC 3-1.401	04/19/11
Ice cream trucks	\$10	FMC 3-1.401	04/19/11
Annual Fee -- Miscellaneous			
Fortune telling, palmistry, clairvoyants, mediums, astrologers, and street fakirs	\$300	FMC 3-1.401	04/19/11
Drugless practitioners	\$40	FMC 3-1.401	04/19/11
Arts and crafts shows and boutiques	\$40	FMC 3-1.401	04/19/11
Party service	\$40	FMC 3-1.401	04/19/11
Swap meets	\$120	FMC 3-1.401	04/19/11
Yard sales (no more than two (2) per year)	\$0	FMC 3-1.401	04/19/11

CITY OF FOWLER
Master Fee Schedule

Community Development Department

Fire Safety Inspections

Description	Rate	Reso/FMC	Date
Inspection	\$99 per hour^	Reso No. 2546	02/15/22
Reinspection (all violations corrected)	No Charge	Reso No. 2546	02/15/22
Reinspection (violations present)	Hourly Rate + \$100	Reso No. 2546	02/15/22

^ Adjusted on July 1 annually, beginning July 1, 2023, based on a 12 month percentage change in the U.S. Bureau of Labor Statistics Consumer Price Index (CPI) series "All items in San Francisco-Oakland-Hayward, CA, urban wage earners and clerical workers, not seasonally adjusted" for the most current month data is available.

CITY OF FOWLER
Master Fee Schedule

Police & Parking

Police Miscellaneous

Description	Rate	Reso/FMC	Date
Police Report	\$15		
Livescan Fingerprinting	\$66		
Rolled Fingerprints	\$20		
Vehicle Release	\$40		
Citation Sign-Off	\$10		
Dui Vehicle Release	\$0		
Records Letter	\$0		

On-Street Parking

Description	Rate	Reso/FMC	Date
Parking in Alley	\$43	4-4.205 FMC	7/1/2004*
Prohibited Truck Parking	\$43	4-4.212	7/1/2004*
Prohibited Truck Parking on City Street	\$40	4-4.212(a)(1)	7/1/2004*
Prohibited Truck Parking on City Street	\$43	4-4.212(a)(1)	7/1/2004*
Prohibited Truck Parking Unimproved Land	\$40	4-4.212(a)(2)	7/1/2004*
Prohibited Truck Parking Unimproved Land	\$43	4-4.212(a)(2)	7/1/2004*
Abandoned or Inoperable Vehicles	\$103	5-1.01 FMC	7/1/2004*
Obstructing Public Passage Way	\$43	5-21.501 FMC	7/1/2004*
Obstructing Sidewalk	\$43	5-21.501(b) FMC	7/1/2004*
Red Curb Violation	\$28	CVC 21458(a)(1)	7/1/2004*
Failure to Obey Traffic Sign	\$43	CVC 21461(a)	7/1/2004*
Parked On Crosswalk	\$40	CVC 22500(b)	7/1/2004*
Parked On Crosswalk	\$43	CVC 22500(b)	7/1/2004*
Parked Blocking Driveway	\$43	CVC 22500(e)(1)	7/1/2004*
Parked on Sidewalk	\$40	CVC 22500(f)	7/1/2004*
Parked on Sidewalk	\$43	CVC 22500(f)	7/1/2004*
Double Parked	\$40	CVC 22500(h)	7/1/2004*
Double Parked	\$43	CVC 22500(h)	7/1/2004*
Not parked within 18" from curb	\$43	CVC 22502(a)	7/1/2004*
Not parked within 18" from curb	\$44	CVC 22502(a)	7/1/2004*
Parked in Handicap Stall	\$278	CVC 22507.8(a)	7/1/2004*
Parked in Handicap Stall	\$305	CVC 225078	7/1/2004*
Tinted Windows	\$25	CVC 26708(a)(1)	7/1/2004*
Expired Registration	\$43	CVC 4000(a)(1)	7/1/2004*
Expired Registration	\$50	CVC 4000(a)(1)	7/1/2004*

* Date indicated in Data Ticket citation system.



CITY COUNCIL OF THE CITY OF FOWLER

ITEM NO: 8-Aiii

REPORT TO THE CITY COUNCIL

March 1, 2022

FROM MARGARITA MORENO, Finance Director

SUBJECT

APPROVE Resolution No. 2550 amending the City's salary classification schedule and Fiscal Year 2021-2022 budget to include a 2% Cost of Living (COLA) salary adjustment effective March 1, 2022

RECOMMENDATION

Staff recommend the City Council approve Resolution No. 2550 amending the City's salary classification schedule and Fiscal Year 2021-2022 budget to include a 2% COLA salary adjustment effective March 1, 2022.

BACKGROUND

Historically, the City has provided its employees an annual 2% COLA. The last 2% COLA was approved by Council and implemented in August 2020. Approval of this COLA will be taken into consideration when the classification and compensation study recommendations are taken to Council later this Spring.

The proposed salary classification schedule reflects a 2% COLA increase across each salary step for all full-time salaried positions. The COLA would be effective March 1, 2022 and paid beginning with the March 15, 2022 pay warrants.

ENVIRONMENTAL REVIEW

This action does not constitute a "project" pursuant to the California Environmental Quality Act.

FISCAL IMPACT

The fiscal impact would be approximately \$3,300 per pay period, which is \$13,200 for the remaining four months of fiscal year 2021-22. The increased cost will be offset with current savings in the budget as presented to Council during the mid-year budget update.

CONFLICT OF INTEREST

Staff is not aware of any conflicts of interest.

Attachments

- Resolution No. 2550
- Salary Classification Schedule

RESOLUTION NO. 2550

**A RESOLUTION OF THE COUNCIL OF THE CITY OF FOWLER
APPROVING AN AMENDMENT TO THE CITY'S SALARY CLASSIFICATION
SCHEDULE AND FISCAL YEAR 2021-22 BUDGET FOR A COST OF LIVING INCREASE**

WHEREAS, the last cost of living increase to all employees was August 2020; and

WHEREAS, modification of the City's Salary Classification Schedule requires authorization by the City Council; and

WHEREAS, the new salary classification schedule incorporating the 2% cost of living increase is hereto attached; and

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Fowler that the amended Fiscal Year 2021-22 budget shall reflect a 2% cost of living salary increase effective March 1, 2022 for all full-time salaried employees, and the salary classification schedule shall incorporate a 2% cost of living increase for all salary steps, as attached hereto.

PASSED, APPROVED AND ADOPTED this 1st day of March 2022, at a regular meeting of the Fowler City Council by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

APPROVED:

David Cardenas, Mayor

ATTEST:

Angela Vasquez, Deputy City Clerk

SALARY CLASSIFICATIONS & CORRESPONDING STEP PER POSITION

FISCAL YEAR 2021-2022

After COLA

2%

Effective 3/1/2022

REV 3/1/2022

FULL TIME POSITION TITLE	MONTHLY PAY				
	STEP A	STEP B	STEP C	STEP D	STEP E
CITY MANAGER	10,987	11,536	12,113	12,718	13,354
CITY CLERK/ASST PERSONNEL DIR	7,378	7,748	8,136	8,543	8,973
EXEC & HR ASST/DEP CITY CLERK	4,936	5,183	5,444	5,715	5,998
FINANCE DIRECTOR	8,035	8,437	8,860	9,300	9,766
ACCOUNT CLERK	3,247	3,412	3,578	3,760	3,945
ADMINISTRATIVE ASSISTANT	3,533	3,710	3,895	4,093	4,296
ACCOUNTING TECHNICIAN	4,708	4,945	5,194	5,452	5,726
SECRETARY/PLANNING ASSISTANT	3,810	4,001	4,200	4,411	4,632
COMMUNITY DEVELOPMENT DIRECTOR	7,817	8,207	8,619	9,049	9,501
BUILDING OFFICIAL	5,309	5,574	5,854	6,146	6,454
POLICE CHIEF + 5% POST	8,419	8,837	9,282	9,747	10,233
POLICE LIEUTENANT	5,449	5,720	6,007	6,310	6,623
POLICE LIEUTENANT + 5% POST	5,720	6,007	6,310	6,623	6,956
POLICE SERGEANT	4,700	4,937	5,183	5,444	5,716
POLICE SERGEANT + 2% POST	4,796	5,034	5,287	5,552	5,830
POLICE SERGEANT + 5% POST	4,937	5,183	5,444	5,716	5,999
POLICE CORPORAL	4,452	4,678	4,908	5,153	5,413
POLICE CORPORAL + 2% POST	4,543	4,769	5,009	5,258	5,522
POLICE CORPORAL + 5% POST	4,678	4,908	5,153	5,413	5,684
POLICE OFFICER	4,239	4,452	4,678	4,908	5,153
POLICE OFFICER + 2% POST	4,326	4,543	4,769	5,009	5,258
POLICE OFFICER + 5% POST	4,452	4,678	4,908	5,153	5,413
PUBLIC WORKS DIRECTOR	7,378	7,748	8,136	8,543	8,973
PUBLIC WORKS SUPERVISOR	5,444	5,716	5,999	6,302	6,617
MAINTENANCE WORKER I	3,037	3,191	3,354	3,519	3,695
MAINTENANCE WORKER II	3,412	3,578	3,760	3,945	4,142
MAINTENANCE WORKER III	4,029	4,232	4,443	4,666	4,898
WATER OPERATOR	4,257	4,471	4,693	4,930	5,177
SENIOR CENTER/RECREATION COORDINATOR	3,205	3,365	3,533	3,761	3,895



CITY COUNCIL OF THE CITY OF FOWLER

ITEM NO: 8-Bi

REPORT TO THE CITY COUNCIL

March 1, 2022

FROM DAVID PETERS, City Engineer

SUBJECT

APPROVE a Side Letter Amendment to the Subdivision Agreement for Tract 5952 to address park and pipeline construction timing.

RECOMMENDATION

Staff recommend the City Council approve a Side Letter Amendment to the Subdivision Agreement for Tract 5952 to address park and pipeline construction timing.

BACKGROUND

Tract 5952 (K. Hovnanian Homes) is located at the southwest corner of East South Avenue and South Sunnyside Avenue.

The tentative map (approved May 7, 2019) for this project did not include phasing and proposed the project in its entirety as a single phase. The developer has now proposed to construct the project in two phases. Phase 1 will include 73 single family homes. Phase 2 will include the remaining 70 single family homes.

The project requires replacement of the Consolidated Irrigation District (CID) pipeline spanning the southern portion of the tract and development of approximately 2 acres of recreational space. The recreation space will include a linear park consisting of turf and landscaping and an active park area which will include benches, play structure and other park amenities.

The subdivision agreement was silent on timing of park and pipeline improvements due to the absence of a prior phasing plan. Based upon construction windows available for working on CID facilities, the developer is proposing the timing of the park and pipeline improvements be constructed as follows:

The active park area will be completed prior to the issuance of the first certificate of occupancy in Phase 1. The remaining linear park improvements and replacement of the CID pipeline will be completed prior to issuance of the first certificate of occupancy in Phase 2, or one year after the issuance of the first certificate of occupancy in Phase 1, whichever occurs first.

Staff concurs with the scheduling of these improvements because it provides for the earliest completion of the park and pipeline facilities within the available construction window provided by CID.

ENVIRONMENTAL REVIEW

This action does not constitute a “project” pursuant to the California Environmental Quality Act.

FISCAL IMPACT

This item involves timing of developer funded improvements and does not have a fiscal impact for the City.

CONFLICT OF INTEREST

Staff is not aware of any conflicts of interest.

Attachments

- Side Letter Amendment to the Subdivision Agreement for Tract 5952
- Executed Subdivision Agreement



March 1, 2022

Mr. Russ Whipple
Vice President, Land Development
K. Hovnanian California Region, Inc.
3721 Douglas Blvd, Suite 150
Roseville, CA 95661

Subject: Side Letter Amendment to the Subdivision Agreement for Tract 5952

The City of Fowler and K Hovnanian Homes entered into a Subdivision Agreement for Tract 5952 on or about November 3, 2021, which is attached hereto and incorporated by reference ("Subdivision Agreement"). This Side Letter is intended to amend the Subdivision Agreement for Tract 5952.

The tentative map approved (May 7th, 2019) for this project did not include phasing and proposed the project in its entirety as a single phase. The developer has now proposed to construct the project in two phases. Phase 1 will include 73 single family homes. Phase 2 will include the remaining 70 single family homes.

The project requires replacement of the Consolidated Irrigation District (CID) pipeline spanning the southern portion of the tract and development of approximately 2 acres of recreational space. The recreation space will include a linear park consisting of turf and landscaping and an active park area which will include benches, play structure and other park amenities.

The timing of the park and pipeline improvements shall occur as follows:

The active park area will be completed prior to the issuance of the first certificate of occupancy in Phase 1. The remaining linear park improvements and replacement of the CID pipeline will be completed prior to issuance of the first certificate of occupancy in Phase 2, or one year after the issuance of the first certificate of occupancy in Phase 1, whichever occurs first.

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 Side Letter changes conditions related to the issuance of certificates of

occupancy for production homes as outlined in the Subdivision Agreement. All infrastructure improvements must be “substantially complete” within each phase 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 for homes in said phase.

Now, therefore, the City and K. Hovnanian California Region, Inc. have executed this Side Letter Amendment on the date(s) set forth below.

CITY OF FOWLER

K. HOVNANIAN CALIFORNIA REGION, INC.

Wilma Quan
City Manager

Russ Whipple
Vice President, Land Development

Date: _____

Date: _____

Attachment:
- Executed Subdivision Agreement

Recording Requested by:)
)
City of Fowler)
)
and When Recorded, Mail to:)
)
City of Fowler)
128 South 5th Street)
Fowler, CA 93625)

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

SUBDIVISION AGREEMENT FOR TRACT 5952

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

**CITY OF FOWLER
SUBDIVISION AGREEMENT**

TRACT NO. 5952

THIS SUBDIVISION AGREEMENT ("AGREEMENT") is made and entered into this 3rd day of November, 2021, by and between K. HOVNANIAN HOMES NORTHERN CALIFORNIA, INC., a California Corporation ("SUBDIVIDER"), and the CITY OF FOWLER, a Municipal Corporation ("CITY").

RECITALS

A. Tentative Map No. 5952 (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 Tract 5952 is the first of two phases of development. 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 (the "Improvements") 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, 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 (via email) 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 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 reasonably 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, which approval shall not be unreasonably withheld, conditioned, or delayed. The City's Inspector shall designate the locations for compaction tests, and shall be notified 24 hours in advance of all testing and observe all testing procedures at the City's discretion. 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 "B" to this Agreement. SUBDIVIDER agrees to pay when due, all impact fees identified in the current development impact fees schedule, including, without limitation, all CITY engineering and inspection fees identified in this Agreement.

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 "B" hereto, which security shall have a term of one (1) year from the date of recordation of the Notice of Completion for the Subdivision.

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 during the term of this Agreement, 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 reasonable attorney's fees and costs of all types, in any way arising out of, or in any way related 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 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 for two (2) years.

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 private 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 private utility 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 (mobile security cameras during construction), 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 (via email) 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 caused by SUBDIVIDER, SUBDIVIDER'S contractors, employees, representatives, agents and invitees 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 (via email) 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 reasonably 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. 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. Such request must be made in writing and received by the City Engineer within one year of 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 or reimbursement agreement.

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

- a. 50% of eligible park improvement costs to be credited towards park impact fees.
- b. Water line oversizing (including fitting and appurtenances) in South Avenue (8-inch to 12-inch).
- c. Sewer line (including new and replacement manholes, plugs and cleanouts) in South Avenue.
- d. Sewer lift station minus development's fair share.

The reimbursement amounts will be determined based on actual reasonable costs incurred by the SUBDIVIDER subject to the review of the City Engineer to determine that costs are fair market value of installed improvements.

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 if 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 reasonable 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 reasonable attorney's 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 for one year.

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.

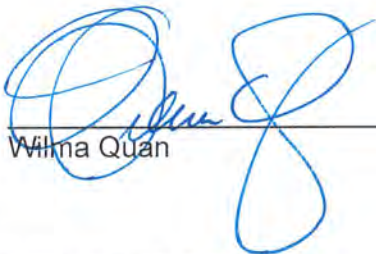
17. Governing Law. This Agreement shall be construed and governed pursuant to the laws of the State of California.

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


IN WITNESS WHEREOF, the parties have executed this Agreement on the 3rd day of November, 2021.

CITY OF FOWLER

FOWLER CITY MANAGER

By: 
Wilma Quan

APPROVED AS TO CONTENT:


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

SUBDIVIDER

K. HOVNANIAN HOMES NORTHERN
CALIFORNIA, INC., a California
Corporation

By: 
Tim Collison, Controller

ATTEST:

By: 
Fowler Deputy City Clerk

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 Placer)

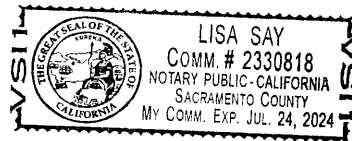
On 10/14/2021 before me, Lisa Say, Notary Public
(insert name and title of the officer)

personally appeared Timothy J. Collison,
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 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 11/18/2021 before me, Rebecca Noel Molina, Notary Public,
Date Here Insert Name and Title of the Officer

personally appeared Wilma Guan
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 and/or Stamp Above

Signature Rebecca Noel Molina
Signature of Notary Public

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 - Tract No. 5952

Document Date: _____ Number of Pages: 15

Signer(s) Other Than Named Above: TIM COLLISON, David Peters, & Angela Vasquez

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: _____

EXHIBIT 'A' TENTATIVE TRACT MAP

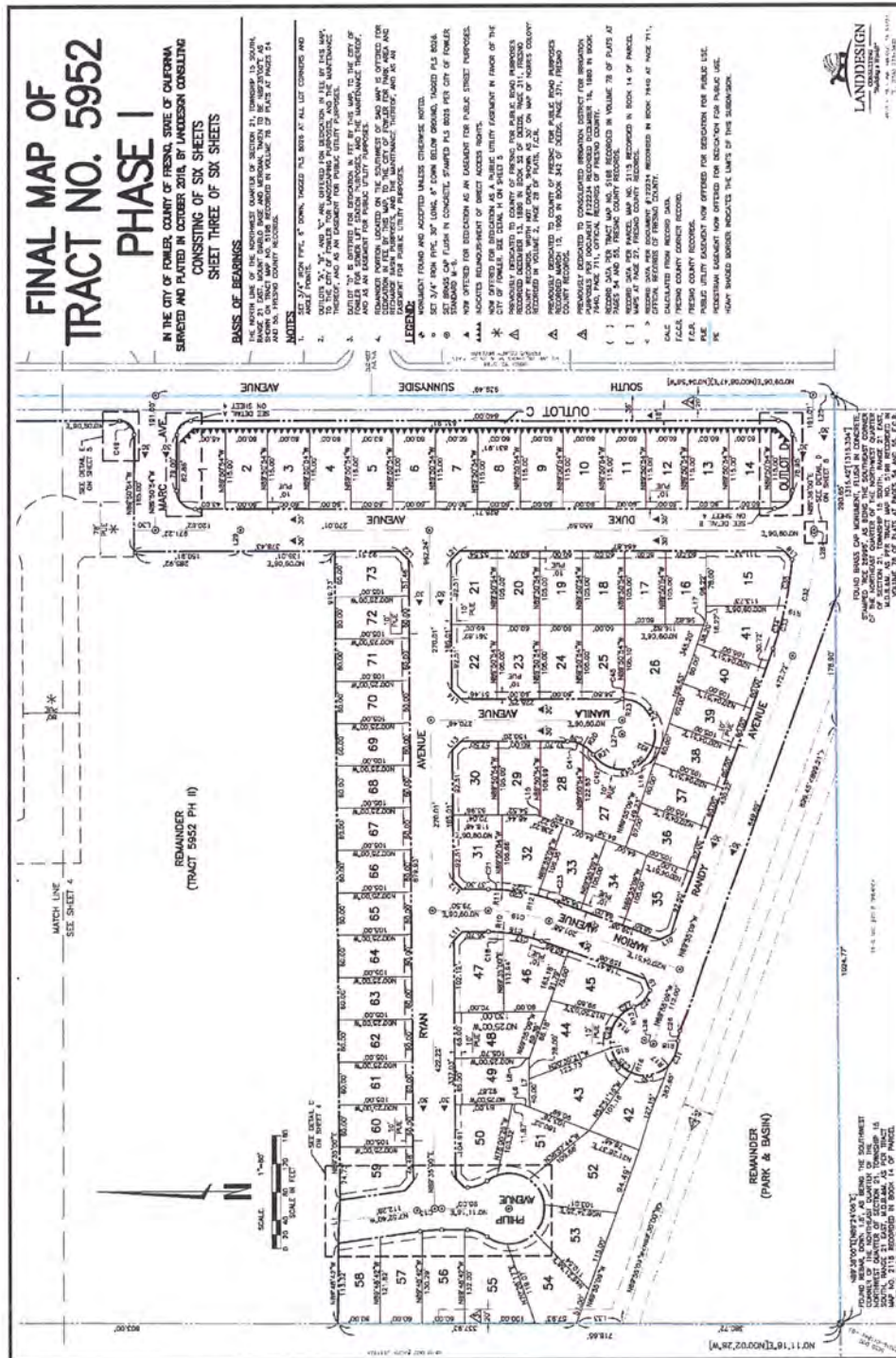


EXHIBIT "B"

IMPROVEMENT COST ESTIMATE

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

ESTIMATED CONSTRUCTION COST

Site Preparation

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

\$ 303,182.00

Sanitary Sewer System

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

\$ 646,924.00

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.

\$ 396,860.00

Water System

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

\$ 326,010.00

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.

\$ 366,000.00

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.

\$ 1,075,830.60

Off-Site Improvements

Construct off-site improvements including, but not limited to, grading, paving, concrete, underground utilities, landscaping and street lighting,

\$ 754,296.80

Total Estimate Construction Costs =

\$ 3,869,103.40

SECURITY REQUIREMENTS

Performance	\$ <u>3,869,103.40</u>
Labor and Material	\$ <u>1,934,551.70</u>
Warranty	\$ <u>967,275.85</u>
Monumentation Security	\$ <u>10,000.00</u>

PLAN CHECK AND INSPECTION FEE

Improvement Plan Check and Inspection Fees (3%) = \$116,073.00

Less Previously Paid = \$0,000.00

Total Due = \$116,073.00

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.