



**FOWLER CITY COUNCIL MEETING  
AGENDA  
TUESDAY, APRIL 5, 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](mailto:avasquez@ci.fowler.ca.us). Please include your name and reference the agenda item you are commenting on, if any. Written comments received that do not specify an agenda item will be marked for the general public comment portion of the agenda. Emails received by 8:00 am on the date of the meeting will be provided to the City Council at the meeting and made part of the record of proceedings but will not be read aloud.

En cumplimiento con la Acta de Americanos con Discapacidades si necesita asistencia o adaptaciones para acceder a las Cámaras del Concejo de la Ciudad o participar en esta reunión, comuníquese con el secretario de la ciudad al (559) 834-3113 x102. También puede ponerse en contacto con el secretario si necesita servicios de traducción. La notificación al menos 48 horas antes de la reunión permitirá a la Ciudad hacer arreglos razonables para garantizar la accesibilidad.

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/84904619840?pwd=RIIYcFRYQytDc0xFWGHhc2xqUmJTdz09>

**Telephone Number: (253) 215-8782**

**Meeting ID: 849 0461 9840**

**Passcode: 975034**

**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.fowlercivcity.org](http://www.fowlercivcity.org).

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

1. Meeting Called to Order
2. Roll Call
3. Invocation by Pastor Jesus Valencia with the Vision Church
4. Pledge of Allegiance
5. Ceremonial Presentations
  - 5-A. Presentations in honor of Mayor David Cardenas
    - Congressional Record from Congressman David Valadao
    - Assembly Memorial Resolution from Assemblyman Joaquin Arambula
    - Presentation from Fowler Unified School District
  - 5-B. Arbor Day Proclamation and Arbor Day Public Service Announcement
6. 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.*

7. 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.*

- 7-A. RATIFY Warrants for April 5, 2022
- 7-B. APPROVE Minutes of the March 15, 2022 City Council Meeting
- 7-C. APPROVE Minutes of the March 29, 2022 City Council Meeting
- 7-D. APPROVE Real Property Donation Agreement with Stanley J. Simonian and Carmen J. Simonian, Trustees of the Stanley J. Simonian and Carmen J. Simonian Trust, and Mark M. Simonian, Trustee of the Mark M. Simonian Trust, for donation of Harris Avenue Outlot "A" Stormwater Retention Basin (APN 343-300-65) and Authorize City Manager to Sign Certificate of Acceptance of Grant Deed. (Public Works)
- 7-E. APPROVE and AUTHORIZE the City Manager to Sign Two (2) 2018 Parks Bond Act Grant Contracts with the California Department of Parks and Recreation for Improvement Grant Funding at Harris Park and Donny Wright Park. (Public Works)
- 8. Contested Consent Calendar – Items pulled from the Consent Calendar will be heard individually immediately after action is taken on the Consent Calendar.
- 9. General Administration
  - 9-A. City Attorney's Office
    - i. APPROVE Resolution No. 2553, 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.
  - 9-B. Public Works
    - i. CONSIDER alternatives and provide staff direction regarding potential request to Caltrans to add median treatment to the State Route 99 improvement project.
  - 9-C. City Manager's Office
    - i. COVID-19 Update
- 10. Staff Communications (City Manager)
- 11. Councilmember Reports and Comments
- 12. Closed Session

- 12-A. Government Code Section 54956.8  
Conference with Real Property Negotiator  
Property: 119 S 6th St  
Agency Negotiator: Thomas Gaffery, Community Development Director  
Negotiating Party: Unknown  
Under Negotiation: Potential Declaration of Surplus Land
- 12-B. Government Code Section 54957.6  
Conference with Labor Negotiator  
Agency Designated Negotiator: Wilma Quan, City Manager  
Employee Organization: All unrepresented employees
- 12-C. Government Code Section 54956.9(d)(1)  
Conference with Legal Counsel – Existing Litigation  
Case Name: Disclosure would jeopardize existing settlement negotiations

13. Adjourn

*Next Ordinance No. 2022-03*

*Next Resolution No. 2554*

*CERTIFICATION: I, Angela Vasquez, Deputy City Clerk of the City of Fowler, California, hereby certify that the foregoing agenda was posted for public review on Friday, April 1, 2022.*

*Angela Vasquez*

*Angela Vasquez  
Deputy City Clerk*

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CITY OF FOWLER  
WARRANTS LIST  
April 5, 2022

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	<u>CHECK NUMBERS</u>	<u>CHECK DATES</u>	<u>AMOUNT</u>
<u>ACCOUNTS PAYABLE CHECKS</u>			
Regular checks	39120-39251	March 16 thru April 1	\$ 349,672.91
TOTAL ACCOUNTS PAYABLE CHECKS			<u>\$ 349,672.91</u>
<u>PAYROLL COSTS</u>			
First March Bi-Monthly Payroll		March 15, 2022	\$114,574.60
Second March Bi-Monthly Payroll		March 31, 2022	\$ 100,550.32
TOTAL PAYROLL COSTS			<u>\$215,124.92</u>
TOTAL CASH DISBURSEMENTS			<u>\$ 564,797.83</u>

**NOTE:**

Check #39123-#39152  
Check #39187

Void checks - Printing issue  
Void check carry over to check #39188

SUPERION  
DATE: 04/01/2022  
TIME: 13:42:58

CITY OF FOWLER  
CHECK REGISTER - DISBURSEMENT FUND

PAGE NUMBER: 1  
ACCTPA21

SELECTION CRITERIA: transact.check\_no between '39120' and '39251'  
ACCOUNTING PERIOD: 9/22

FUND - 100 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DEPT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1001	39120	03/16/22	14519	AMAZON CAPITAL SERVICES	6400	EASTER HUNT SUPPLIES	0.00	864.62
1001	39121	03/16/22	14585	ANDRADE, DIANE	500	UB REFUND	0.00	100.00
1001	39122	03/16/22	12285	ATT	6120	CITY INTERNET	0.00	790.81
1001	39153	03/16/22	12654	COMCAST	6120	COUNTY INTERNET	0.00	700.91
1001	39154	03/16/22	14245	FOWLER ACE HARDWARE	6200	STREET SUPPLIES	0.00	481.30
1001	39155	03/16/22	14246	FOWLER ACE HARDWARE	6020	SUPPLIES	0.00	104.04
1001	39156	03/16/22	14247	FOWLER ACE HARDWARE	5000	WATER DEPT SUPPLIES	0.00	155.59
1001	39157	03/16/22	14249	FOWLER ACE HARDWARE	6260	PARKS	0.00	30.47
1001	39158	03/16/22	14156	FRESNO ECONOMIC OPPORTUN	6700	SENIOR MEALS FEB	0.00	1,315.04
1001	39159	03/16/22	12132	FRESNO POLICE REGIONAL T	6120	PERISHABLE SKILLS	0.00	606.00
1001	39160	03/16/22	14587	GARCIA, ALISON	500	UB REFUND	0.00	100.00
1001	39161	03/16/22	14586	GREWA;. GURVIR S	500	UB REFUND	0.00	142.00
1001	39162	03/16/22	10145	HINDERLITER, DELLAMAS &	6030	Q3-2021	0.00	300.00
1001	39163	03/16/22	14238	INFOSEND, INC	5000	3RD Q PN 11/1/21 INSR	0.00	292.45
1001	39163	03/16/22	14238	INFOSEND, INC	5000	UB BILLING 11/30/21	0.00	847.01
1001	39163	03/16/22	14238	INFOSEND, INC	5000	UB BILLING 11/1/21	0.00	841.85
1001	39163	03/16/22	14238	INFOSEND, INC	5000	UB BILLING 11/30/21	0.00	518.72
1001	39163	03/16/22	14238	INFOSEND, INC	5000	UB BILLING 11/1/21	0.00	451.13
1001	39163	03/16/22	14238	INFOSEND, INC	6400	UB CHRISTMAS INSERT	0.00	341.85
TOTAL CHECK							0.00	3,293.01
1001	39164	03/16/22	14579	KB HOME -SOUTH BAY	500	UB REFUND	0.00	73.66
1001	39165	03/16/22	14583	KB HOME -SOUTH BAY	500	UB REFUND	0.00	84.51
1001	39166	03/16/22	14584	KB HOME -SOUTH BAY	500	UB REFUND	0.00	69.78
1001	39167	03/16/22	14589	KB HOME -SOUTH BAY	500	UB REFUND	0.00	64.36
1001	39168	03/16/22	14590	KB HOME -SOUTH BAY	500	UB REFUND	0.00	76.76
1001	39169	03/16/22	10416	LAW & ASSOCIATES INVESTI	6120	BACKGROUND INVESTIGTN	0.00	700.00
1001	39170	03/16/22	10194	LOZANO SMITH	6060	LEGAL SERVICES	0.00	472.00
1001	39170	03/16/22	10194	LOZANO SMITH	6060	LEGAL SERVICES	0.00	567.00
1001	39170	03/16/22	10194	LOZANO SMITH	6060	LEGAL SERVICES	0.00	1,365.00
1001	39170	03/16/22	10194	LOZANO SMITH	6060	LEGAL SERVICES	0.00	1,436.80
1001	39170	03/16/22	10194	LOZANO SMITH	6060	LEGAL SERVICES	0.00	1,638.00
1001	39170	03/16/22	10194	LOZANO SMITH	6060	LEGAL SERVICES	0.00	4,460.28

SUPERION  
DATE: 04/01/2022  
TIME: 13:42:58

CITY OF FOWLER  
CHECK REGISTER - DISBURSEMENT FUND

PAGE NUMBER: 2  
ACCTPA21

SELECTION CRITERIA: transact.check\_no between '39120' and '39251'  
ACCOUNTING PERIOD: 9/22

FUND - 100 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DEPT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1001	39170	03/16/22	10194	LOZANO SMITH	6060	LEGAL SERVICES	0.00	63.00
1001	39170	03/16/22	10194	LOZANO SMITH	6060	LEGAL SERVICES	0.00	63.00
1001	39170	03/16/22	10194	LOZANO SMITH	6060	LEGAL SERVICES	0.00	105.00
1001	39170	03/16/22	10194	LOZANO SMITH	6060	LEGAL SERVICES	0.00	147.00
1001	39170	03/16/22	10194	LOZANO SMITH	6060	LEGAL SERVICES	0.00	168.00
1001	39170	03/16/22	10194	LOZANO SMITH	6060	LEGAL SERVICES	0.00	189.00
1001	39170	03/16/22	10194	LOZANO SMITH	6060	LEGAL SERVICES	0.00	5,074.82
TOTAL	CHECK						0.00	15,748.90
1001	39171	03/16/22	14588	MARTINEZ, MARIA & MANUEL	500	UB REFUND	0.00	90.93
1001	39172	03/16/22	14578	MENDEZ, MARINA	500	UB REFUND	0.00	76.76
1001	39173	03/16/22	14581	NUTTAL, ANDREW	500	UB REFUND	0.00	331.57
1001	39174	03/16/22	14577	ONTIVEROS, EDWARD	500	UB REFUND	0.00	87.61
1001	39175	03/16/22	10249	QUILL	6025	WIPES/TAPE	0.00	16.28
1001	39175	03/16/22	10249	QUILL	6700	PLANNER	0.00	21.91
1001	39175	03/16/22	10249	QUILL	6150	COPY PAPER	0.00	57.99
1001	39175	03/16/22	10249	QUILL	6030	WEBCAM	0.00	65.37
1001	39175	03/16/22	10249	QUILL	6030	BINDERS	0.00	76.66
1001	39175	03/16/22	10249	QUILL	6200	BINDER TABS	0.00	95.89
TOTAL	CHECK						0.00	334.10
1001	39176	03/16/22	14072	ROBINA WRIGHT ARCHITECT	6160	PC BP21-0402	0.00	425.00
1001	39176	03/16/22	14072	ROBINA WRIGHT ARCHITECT	6160	PC 6274 MWEL0	0.00	450.00
1001	39176	03/16/22	14072	ROBINA WRIGHT ARCHITECT	6160	TR 6188 2628 PC TRUSS	0.00	500.00
1001	39176	03/16/22	14072	ROBINA WRIGHT ARCHITECT	6160	TR 6188 2628 F SP	0.00	525.00
1001	39176	03/16/22	14072	ROBINA WRIGHT ARCHITECT	6160	PC BP21-0332	0.00	600.00
TOTAL	CHECK						0.00	2,500.00
1001	39177	03/16/22	14591	RUBEN'S PIPELINE	500	HYDRANT REFUND	0.00	976.76
1001	39178	03/16/22	14582	SINGH, JAGMEET	500	UB REFUND	0.00	84.01
1001	39179	03/16/22	14468	STEVEN DARLING	6400	EASTER PSA	0.00	200.00
1001	39180	03/16/22	13543	UNIFIRST CORPORATION	6700	JANITORIAL	0.00	45.21
1001	39181	03/16/22	14580	YBARRA MAR, ROBERT & VI	500	UB REFUND	0.00	75.65
1001	39182	03/16/22	12132	FRESNO POLICE REGIONAL T	6120	PERISHABLE SKILLS	0.00	606.00
1001	39183	03/16/22	12132	FRESNO POLICE REGIONAL T	6120	PERISHABLE SKILLS	0.00	606.00
1001	39184	03/16/22	12132	FRESNO POLICE REGIONAL T	6120	PERISHABLE SKILLS	0.00	606.00
1001	39185	03/23/22	14557	ARC ALTERNATIVES	5000	ENERGY CONSERV PROJ	0.00	5,630.00
1001	39186	03/23/22	10549	AT&T MOBILITY	6120	AIR CARD	0.00	1,191.70

SUPERION  
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TIME: 13:42:58

CITY OF FOWLER  
CHECK REGISTER - DISBURSEMENT FUND

PAGE NUMBER: 3  
ACCTPA21

SELECTION CRITERIA: transact.check\_no between '39120' and '39251'  
ACCOUNTING PERIOD: 9/22

FUND - 100 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DEPT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1001	39188	03/23/22	10026	BCT CONSULTING	6030	DELL-1DESKTOP1MONITOR	0.00	163.80
1001	39188	03/23/22	10026	BCT CONSULTING	6150	DELL-1DESKTOP1MONITOR	0.00	163.80
1001	39188	03/23/22	10026	BCT CONSULTING	6120	DELL-1DESKTOP1MONITOR	0.00	163.80
1001	39188	03/23/22	10026	BCT CONSULTING	5000	DELL-1DESKTOP1MONITOR	0.00	163.80
1001	39188	03/23/22	10026	BCT CONSULTING	6120	COMPUTER SVCS 2/1/22	0.00	331.83
1001	39188	03/23/22	10026	BCT CONSULTING	5000	COMPUTER SVCS 2/1/22	0.00	331.83
1001	39188	03/23/22	10026	BCT CONSULTING	6030	COMPUTER SVCS 2/1/22	0.00	331.84
1001	39188	03/23/22	10026	BCT CONSULTING	6150	COMPUTER SVCS 2/1/22	0.00	331.84
1001	39188	03/23/22	10026	BCT CONSULTING	6150	COMPUTER SERVICES	0.00	375.00
1001	39188	03/23/22	10026	BCT CONSULTING	6080	1 DELL OPTI DESKTP	0.00	1,030.70
1001	39188	03/23/22	10026	BCT CONSULTING	6150	2 DELL 27 IN MONITOR	0.00	1,096.98
1001	39188	03/23/22	10026	BCT CONSULTING	6120	COMPUTER SERVICES	0.00	375.00
1001	39188	03/23/22	10026	BCT CONSULTING	5000	COMPUTER SERVICES	0.00	375.00
1001	39188	03/23/22	10026	BCT CONSULTING	6120	COMPUTER SVCS 3/1/22	0.00	334.33
1001	39188	03/23/22	10026	BCT CONSULTING	5000	COMPUTER SVCS 3/1/22	0.00	334.33
1001	39188	03/23/22	10026	BCT CONSULTING	6030	COMPUTER SVCS 3/1/22	0.00	334.34
1001	39188	03/23/22	10026	BCT CONSULTING	6150	COMPUTER SVCS 3/1/22	0.00	334.34
1001	39188	03/23/22	10026	BCT CONSULTING	6030	COMPUTER SVCS 2/15/22	0.00	375.00
1001	39188	03/23/22	10026	BCT CONSULTING	6150	COMPUTER SVCS 2/15/22	0.00	375.00
1001	39188	03/23/22	10026	BCT CONSULTING	6120	COMPUTER SVCS 2/15/22	0.00	375.00
1001	39188	03/23/22	10026	BCT CONSULTING	5000	COMPUTER SVCS 2/15/22	0.00	375.00
1001	39188	03/23/22	10026	BCT CONSULTING	6030	COMPUTER SERVICES	0.00	375.00
1001	39188	03/23/22	10026	BCT CONSULTING	5000	1 DELL OPTI DESKTP	0.00	1,030.70
1001	39188	03/23/22	10026	BCT CONSULTING	6160	DELL-1DESKTOP1MONITOR	0.00	1,823.69
TOTAL	CHECK						0.00	11,301.95
1001	39189	03/23/22	11682	BRITZ SIMPLOT GROWER SOL	6200	ROUNDUP	0.00	990.68
1001	39189	03/23/22	11682	BRITZ SIMPLOT GROWER SOL	6200	ROUNDUP	0.00	1,578.60
TOTAL	CHECK						0.00	2,569.28
1001	39190	03/23/22	10024	BSK ASSOCIATES	5000	TCP BY PRUGE	0.00	118.00
1001	39191	03/23/22	10045	CASCADE FIRE EQUIPMENT C	6130	WILLAND JACKET	0.00	970.83
1001	39191	03/23/22	10045	CASCADE FIRE EQUIPMENT C	6130	WILLAND PANTS	0.00	1,288.95
TOTAL	CHECK						0.00	2,259.78
1001	39192	03/23/22	10358	CITY OF FRESNO STREET MA	6200	SIGNAL LIGHT MAINT	0.00	10,856.91
1001	39193	03/23/22	14512	CSG CONSULTANTS	6160	PLAN CHECK	0.00	239.97
1001	39193	03/23/22	14512	CSG CONSULTANTS	6160	PLAN CHECK	0.00	1,035.00
TOTAL	CHECK						0.00	1,274.97
1001	39194	03/23/22	10074	CSJVRMA	6400	WC 21-22 4TH QTR	0.00	57.29
1001	39194	03/23/22	10074	CSJVRMA	6700	WC 21-22 4TH QTR	0.00	57.29
1001	39194	03/23/22	10074	CSJVRMA	6025	WC 21-22 4TH QTR	0.00	92.48
1001	39194	03/23/22	10074	CSJVRMA	8500	WC 21-22 4TH QTR	0.00	235.58
1001	39194	03/23/22	10074	CSJVRMA	6150	WC 21-22 4TH QTR	0.00	333.96
1001	39194	03/23/22	10074	CSJVRMA	6030	WC 21-22 4TH QTR	0.00	593.57
1001	39194	03/23/22	10074	CSJVRMA	6160	WC 21-22 4TH QTR	0.00	647.49
1001	39194	03/23/22	10074	CSJVRMA	6020	WC 21-22 4TH QTR	0.00	887.88
1001	39194	03/23/22	10074	CSJVRMA	6260	WC 21-22 4TH QTR	0.00	1,566.02
1001	39194	03/23/22	10074	CSJVRMA	6130	WC 21-22 4TH QTR	0.00	1,913.67



SUPERION  
DATE: 04/01/2022  
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CITY OF FOWLER  
CHECK REGISTER - DISBURSEMENT FUND

PAGE NUMBER: 4  
ACCTPA21

SELECTION CRITERIA: transact.check\_no between '39120' and '39251'  
ACCOUNTING PERIOD: 9/22

FUND - 100 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DEPT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1001	39194	03/23/22	10074	CSJVRMA	6200	WC 21-22 4TH QTR	0.00	3,116.16
1001	39194	03/23/22	10074	CSJVRMA	5000	WC 21-22 4TH QTR	0.00	5,505.92
1001	39194	03/23/22	10074	CSJVRMA	5000	WC 21-22 4TH QTR	0.00	8,438.43
1001	39194	03/23/22	10074	CSJVRMA	6080	WC 21-22 4TH QTR	0.00	17,132.57
1001	39194	03/23/22	10074	CSJVRMA	6120	WC 21-22 4TH QTR	0.00	24,840.69
TOTAL	CHECK						0.00	65,419.00
1001	39195	03/23/22	14188	DATA TICKET	6120	TICKET COLLECTION FEE	0.00	103.50
1001	39196	03/23/22	14248	FOWLER ACE HARDWARE	6130	SUPPLIES	0.00	6.08
1001	39196	03/23/22	14248	FOWLER ACE HARDWARE	6130	SUPPLIES	0.00	89.28
1001	39196	03/23/22	14248	FOWLER ACE HARDWARE	6130	SUPPLIES	0.00	11.97
TOTAL	CHECK						0.00	107.33
1001	39197	03/23/22	10126	FRESNO COUNTY TAX COLLEC	6020	PROP TAXES 21/22 2	0.00	241.46
1001	39197	03/23/22	10126	FRESNO COUNTY TAX COLLEC	6020	PROP TAXES 21/22 2	0.00	241.46
1001	39197	03/23/22	10126	FRESNO COUNTY TAX COLLEC	6020	PROP TAXES 21/22 2	0.00	241.46
1001	39197	03/23/22	10126	FRESNO COUNTY TAX COLLEC	6020	PROP TAXES 21/22 2	0.00	241.46
1001	39197	03/23/22	10126	FRESNO COUNTY TAX COLLEC	6020	PROP TAXES 21/22 2	0.00	241.46
1001	39197	03/23/22	10126	FRESNO COUNTY TAX COLLEC	6020	PROP TAXES 21/22 2	0.00	241.46
1001	39197	03/23/22	10126	FRESNO COUNTY TAX COLLEC	6020	PROP TAXES 21/22 2	0.00	362.20
1001	39197	03/23/22	10126	FRESNO COUNTY TAX COLLEC	6020	PROP TAXES 21/22 2	0.00	241.46
1001	39197	03/23/22	10126	FRESNO COUNTY TAX COLLEC	6020	PROP TAXES 21/22 2	0.00	241.46
1001	39197	03/23/22	10126	FRESNO COUNTY TAX COLLEC	6020	PROP TAXES 21/22 2	0.00	241.46
TOTAL	CHECK						0.00	2,293.88
1001	39198	03/23/22	10476	FRESNO TRUCK CENTER	6130	E101 SEATBELT	0.00	263.34
1001	39199	03/23/22	11116	GRAINGER	5000	DEGREASER	0.00	92.68
1001	39200	03/23/22	11018	HOME DEPOT CREDIT SERVIC	6020	SUPPLIES	0.00	9.29
1001	39200	03/23/22	11018	HOME DEPOT CREDIT SERVIC	6020	SUPPLIES	0.00	59.55
1001	39200	03/23/22	11018	HOME DEPOT CREDIT SERVIC	6200	SUPPLIES	0.00	76.06
TOTAL	CHECK						0.00	144.90
1001	39201	03/23/22	14485	KOFF & ASSOCIATES, INC.	6020	CLASS & COMP STUDY	0.00	3,560.00
1001	39201	03/23/22	14485	KOFF & ASSOCIATES, INC.	6020	CLASS & COMP STUDY	0.00	13,560.00
TOTAL	CHECK						0.00	17,120.00
1001	39202	03/23/22	10194	LOZANO SMITH	6060	LEGAL SERVICES	0.00	105.00
1001	39202	03/23/22	10194	LOZANO SMITH	6060	LEGAL SERVICES	0.00	210.00
1001	39202	03/23/22	10194	LOZANO SMITH	6060	LEGAL SERVICES	0.00	214.00
1001	39202	03/23/22	10194	LOZANO SMITH	6060	LEGAL SERVICES	0.00	315.00
1001	39202	03/23/22	10194	LOZANO SMITH	6060	LEGAL SERVICES	0.00	673.40
1001	39202	03/23/22	10194	LOZANO SMITH	6060	LEGAL SERVICES	0.00	840.00
1001	39202	03/23/22	10194	LOZANO SMITH	6060	LEGAL SERVICES	0.00	1,302.00
1001	39202	03/23/22	10194	LOZANO SMITH	6060	LEGAL SERVICES	0.00	2,247.00
1001	39202	03/23/22	10194	LOZANO SMITH	6060	LEGAL SERVICES	0.00	6,861.28
1001	39202	03/23/22	10194	LOZANO SMITH	6060	LEGAL SERVICES	0.00	6,941.34
TOTAL	CHECK						0.00	19,709.02
1001	39203	03/23/22	14491	MARGARITA MORENO	6030	PER DIEM TRAVEL REIMB	0.00	124.86

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ACCOUNTING PERIOD: 9/22

FUND - 100 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DEPT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1001	39204	03/23/22	10203	MID VALLEY PACKAGING & S	6150	COPY PAPER	0.00	91.78
1001	39205	03/23/22	10237	P G & E - SACRAMENTO	6200	4218 GLDNSTAT 3-2-22	0.00	57.46
1001	39205	03/23/22	10237	P G & E - SACRAMENTO	6700	420 E MERCED 3-2-22	0.00	65.14
1001	39205	03/23/22	10237	P G & E - SACRAMENTO	6200	2831 E MANN 3-2-22	0.00	67.17
1001	39205	03/23/22	10237	P G & E - SACRAMENTO	6200	420 E MERCED 3-2-22	0.00	71.06
1001	39205	03/23/22	10237	P G & E - SACRAMENTO	6200	GLDNST B 03-02-22	0.00	127.33
1001	39205	03/23/22	10237	P G & E - SACRAMENTO	6200	212 E MERCED 3-2-22	0.00	132.31
1001	39205	03/23/22	10237	P G & E - SACRAMENTO	6080	128 S 5TH 3-2-22	0.00	191.93
1001	39205	03/23/22	10237	P G & E - SACRAMENTO	6260	9TH/MERCED 03-02-22	0.00	208.31
1001	39205	03/23/22	10237	P G & E - SACRAMENTO	6080	128 S 5TH 3-2-22	0.00	213.76
1001	39205	03/23/22	10237	P G & E - SACRAMENTO	5000	TEPM/GOLDN 03-02-22	0.00	286.14
1001	39205	03/23/22	10237	P G & E - SACRAMENTO	6700	420 E MERCED 3-2-22	0.00	422.21
1001	39205	03/23/22	10237	P G & E - SACRAMENTO	6260	500 E MERCED 03-02-22	0.00	443.76
1001	39205	03/23/22	10237	P G & E - SACRAMENTO	6200	5TH/FRESNO 3-2-22	0.00	469.85
1001	39205	03/23/22	10237	P G & E - SACRAMENTO	6080	MAIN/5TH 03-02-22	0.00	1,047.90
1001	39205	03/23/22	10237	P G & E - SACRAMENTO	5000	95 E ADAMS 3-2-22	0.00	2,976.07
1001	39205	03/23/22	10237	P G & E - SACRAMENTO	5000	SESWNW23152 03-02-22	0.00	6,499.76
1001	39205	03/23/22	10237	P G & E - SACRAMENTO	6200	5TH/FRESNO 3-2-22	0.00	8.06
1001	39205	03/23/22	10237	P G & E - SACRAMENTO	6200	7TH/TULARE 03-02-22	0.00	24.64
1001	39205	03/23/22	10237	P G & E - SACRAMENTO	5000	ADAMS/5TH 03-02-22	0.00	24.64
1001	39205	03/23/22	10237	P G & E - SACRAMENTO	6200	1291 W SOUTH 03-02-22	0.00	9.86
1001	39205	03/23/22	10237	P G & E - SACRAMENTO	6200	MERCED/6TH 03-02-22	0.00	9.86
1001	39205	03/23/22	10237	P G & E - SACRAMENTO	6200	MERCED/7TH 03-02-22	0.00	9.86
1001	39205	03/23/22	10237	P G & E - SACRAMENTO	6200	5TH/FRESNO 3-2-22	0.00	13.15
1001	39205	03/23/22	10237	P G & E - SACRAMENTO	6200	127 S 6TH 3-2-22	0.00	24.52
TOTAL CHECK							0.00	13,404.75
1001	39206	03/23/22	13095	PBM SUPPLY & MFG	6260	FLOJET PUMP	0.00	313.89
1001	39207	03/23/22	11916	POSITIVE PROMOTIONS	6130	PENS OPEN HOUSE	0.00	235.00
1001	39208	03/23/22	14433	PRICE PAIGE & COMPANY	6030	AUDIT PREP 20-21	0.00	10,780.00
1001	39208	03/23/22	14433	PRICE PAIGE & COMPANY	6030	AUDIT PREP 19-20	0.00	26,711.00
TOTAL CHECK							0.00	37,491.00
1001	39209	03/23/22	13134	QUALITY MACHINERY CENTER	6260	MOWER REPAIR	0.00	194.64
1001	39210	03/23/22	10085	STATE OF CA DEPARTMENT O	6120	BLOOD ANALYSIS	0.00	35.00
1001	39211	03/23/22	13543	UNIFIRST CORPORATION	6020	MATS & MOPS ADMIN	0.00	59.10
1001	39211	03/23/22	13543	UNIFIRST CORPORATION	6020	MATS & MOPS ADMIN	0.00	59.10
1001	39211	03/23/22	13543	UNIFIRST CORPORATION	6020	MATS & MOPS ADMIN	0.00	235.89
TOTAL CHECK							0.00	354.09
1001	39212	03/23/22	14290	XEROX FINANCIAL SERVICES	6150	LEASE 02/25-03/24	0.00	82.21
1001	39212	03/23/22	14290	XEROX FINANCIAL SERVICES	6160	LEASE 02/25-03/24	0.00	82.21
1001	39212	03/23/22	14290	XEROX FINANCIAL SERVICES	6700	LEASE 02/25-03/24	0.00	164.41
1001	39212	03/23/22	14290	XEROX FINANCIAL SERVICES	6020	LEASE 02/25-03/24	0.00	383.63
1001	39212	03/23/22	14290	XEROX FINANCIAL SERVICES	6120	LEASE 02/25-03/24	0.00	383.63
TOTAL CHECK							0.00	1,096.09

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FUND - 100 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DEPT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1001	39215	03/30/22	14593	ADANALIAN PROPERTY MANAG	500	UB REFUND	0.00	96.13
1001	39216	03/30/22	14519	AMAZON CAPITAL SERVICES	6080	SUPPLIES	0.00	6.09
1001	39216	03/30/22	14519	AMAZON CAPITAL SERVICES	6080	24X36 FRAME	0.00	39.29
1001	39216	03/30/22	14519	AMAZON CAPITAL SERVICES	6120	TONER REFILL	0.00	332.58
TOTAL CHECK							0.00	377.96
1001	39217	03/30/22	14576	ANGELA VASQUEZ	6025	TRAVEL REIMB	0.00	56.02
1001	39218	03/30/22	14330	B&P PEST PROS	6020	PEST CONTROL	0.00	90.00
1001	39218	03/30/22	14330	B&P PEST PROS	6700	PEST CONTROL	0.00	95.00
TOTAL CHECK							0.00	185.00
1001	39219	03/30/22	13636	BIG TEX	6260	SERVICES	0.00	192.98
1001	39220	03/30/22	10506	CALMAT CO DBA VULCAN MAT	6200	COLD MIX	0.00	129.35
1001	39220	03/30/22	10506	CALMAT CO DBA VULCAN MAT	6200	COLD MIX	0.00	154.30
TOTAL CHECK							0.00	283.65
1001	39221	03/30/22	14594	CARRASCO, MARIA C/O BILL	500	UB REFUND	0.00	95.35
1001	39222	03/30/22	10045	CASCADE FIRE EQUIPMENT C	6130	UNIFORM GALARZA	0.00	397.70
1001	39223	03/30/22	10124	COUNTY OF FRESNO	6120	RMS/JMS	0.00	77.06
1001	39224	03/30/22	14512	CSG CONSULTANTS	6160	INSPECTIONS	0.00	1,870.00
1001	39225	03/30/22	10759	GLASCO GENERAL ENGINEERI	100	REFUND DUP BUS LIC PM	0.00	150.00
1001	39226	03/30/22	13127	HEALTHWISE SERVICES	6120	SHARPS CONTAINER	0.00	576.00
1001	39227	03/30/22	12431	HEIMAN INC	6130	GATED WYE	0.00	555.25
1001	39228	03/30/22	10153	J'S COMMUNICATIONS, INC	6130	ANTENNAS	0.00	76.06
1001	39229	03/30/22	14592	KB HOME -SOUTH BAY	500	UB REFUND	0.00	58.94
1001	39230	03/30/22	13496	KEENAN & ASSOCIATES	6130	EMPLOYEE BENEFITS	0.00	187.85
1001	39230	03/30/22	13496	KEENAN & ASSOCIATES	8500	EMPLOYEE BENEFITS	0.00	314.82
1001	39230	03/30/22	13496	KEENAN & ASSOCIATES	6025	EMPLOYEE BENEFITS	0.00	413.27
1001	39230	03/30/22	13496	KEENAN & ASSOCIATES	6400	EMPLOYEE BENEFITS	0.00	768.90
1001	39230	03/30/22	13496	KEENAN & ASSOCIATES	6700	EMPLOYEE BENEFITS	0.00	768.90
1001	39230	03/30/22	13496	KEENAN & ASSOCIATES	6030	EMPLOYEE BENEFITS	0.00	1,039.14
1001	39230	03/30/22	13496	KEENAN & ASSOCIATES	6160	EMPLOYEE BENEFITS	0.00	1,502.80
1001	39230	03/30/22	13496	KEENAN & ASSOCIATES	6150	EMPLOYEE BENEFITS	0.00	1,753.23
1001	39230	03/30/22	13496	KEENAN & ASSOCIATES	6260	EMPLOYEE BENEFITS	0.00	2,003.65
1001	39230	03/30/22	13496	KEENAN & ASSOCIATES	6020	EMPLOYEE BENEFITS	0.00	2,078.82
1001	39230	03/30/22	13496	KEENAN & ASSOCIATES	100	EMPLOYEE BENEFITS	0.00	2,366.40
1001	39230	03/30/22	13496	KEENAN & ASSOCIATES	5000	EMPLOYEE BENEFITS	0.00	5,866.75
1001	39230	03/30/22	13496	KEENAN & ASSOCIATES	6200	EMPLOYEE BENEFITS	0.00	6,456.77
1001	39230	03/30/22	13496	KEENAN & ASSOCIATES	6120	EMPLOYEE BENEFITS	0.00	9,580.10
TOTAL CHECK							0.00	35,101.40

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FUND - 100 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DEPT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1001	39231	03/30/22	12524	KENT M KAWAGOE, PH. D.	6120	MACIAS PSYCH EXAM	0.00	325.00
1001	39232	03/30/22	14537	LINDE GAS & EQUIPMENT	6130	MEDICAL AIR	0.00	101.67
1001	39233	03/30/22	14597	MIGUEL ANGEL RUVALCABA	100	PROPERTY RETURN	0.00	3,471.00
1001	39234	03/30/22	14595	NWESTCO LLC	100	REFUND DUP BUS LIC PM	0.00	64.00
1001	39235	03/30/22	10237	P G & E - SACRAMENTO	6200	WALTER/FRESNO 3-16-22	0.00	12.34
1001	39235	03/30/22	10237	P G & E - SACRAMENTO	6200	TRACT 5834 3-16-22	0.00	41.50
1001	39235	03/30/22	10237	P G & E - SACRAMENTO	6200	3079 E MANN 3-22-22	0.00	76.61
1001	39235	03/30/22	10237	P G & E - SACRAMENTO	6200	TRACT 5212 3-16-22	0.00	86.97
1001	39235	03/30/22	10237	P G & E - SACRAMENTO	6200	429 E MERCED 3-24-22	0.00	94.73
1001	39235	03/30/22	10237	P G & E - SACRAMENTO	6200	T5088 3-16-22	0.00	135.52
1001	39235	03/30/22	10237	P G & E - SACRAMENTO	6200	TRACT 5198 3-16-22	0.00	141.50
1001	39235	03/30/22	10237	P G & E - SACRAMENTO	6130	220 E MAIN 3-24-22	0.00	230.50
1001	39235	03/30/22	10237	P G & E - SACRAMENTO	6200	60 W FRESNO 3-23-22	0.00	246.15
1001	39235	03/30/22	10237	P G & E - SACRAMENTO	6130	220 E MAIN 3-24-22	0.00	551.27
1001	39235	03/30/22	10237	P G & E - SACRAMENTO	6200	UTILITIES	0.00	4,635.94
TOTAL CHECK							0.00	6,253.03
1001	39236	03/30/22	14596	PEREZ CONSTRUCTION	100	REFUND DUP BUS LIC PM	0.00	64.00
1001	39237	03/30/22	14560	PRINT THEORY	6080	CIYT OF FOWLER FLAGS	0.00	539.43
1001	39238	03/30/22	13655	PROVOST & PRITCHARD	6150	SPR 22-03	0.00	457.80
1001	39238	03/30/22	13655	PROVOST & PRITCHARD	6150	SPR22-01	0.00	616.00
1001	39238	03/30/22	13655	PROVOST & PRITCHARD	6150	SPR 21-22	0.00	663.00
1001	39238	03/30/22	13655	PROVOST & PRITCHARD	6150	SPR 21-25	0.00	754.00
1001	39238	03/30/22	13655	PROVOST & PRITCHARD	6150	21-03	0.00	1,477.88
1001	39238	03/30/22	13655	PROVOST & PRITCHARD	6150	SPR 21-05	0.00	332.50
1001	39238	03/30/22	13655	PROVOST & PRITCHARD	6150	SPR 21-03	0.00	347.20
1001	39238	03/30/22	13655	PROVOST & PRITCHARD	6150	SPR ADU	0.00	425.90
1001	39238	03/30/22	13655	PROVOST & PRITCHARD	6150	CUP 21-04	0.00	2,355.15
1001	39238	03/30/22	13655	PROVOST & PRITCHARD	6150	TTM 21-00015	0.00	3,222.98
TOTAL CHECK							0.00	10,652.41
1001	39239	03/30/22	10249	QUILL	6025	OFFICE SUPPLIES	0.00	11.25
1001	39239	03/30/22	10249	QUILL	6030	OFFICE SUPPLIES	0.00	34.31
1001	39239	03/30/22	10249	QUILL	6030	OFFICE SUPPLIES	0.00	51.17
1001	39239	03/30/22	10249	QUILL	6030	OFFICE SUPPLIES	0.00	70.13
TOTAL CHECK							0.00	166.86
1001	39240	03/30/22	10251	R & R AUTO REPAIR SHOP	6120	OIL CHANGE	0.00	367.24
1001	39241	03/30/22	14072	ROBINA WRIGHT ARCHITECT	6160	PC BP22-0037	0.00	26,326.41
1001	39242	03/30/22	14358	SPARKLETTS	6020	WATER SERVICE	0.00	159.74
1001	39243	03/30/22	13647	SUN LIFE FINANCIAL	8500	EMPLOYEE BENEFITS	0.00	10.61
1001	39243	03/30/22	13647	SUN LIFE FINANCIAL	6130	EMPLOYEE BENEFITS	0.00	16.59

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FUND - 100 - GENERAL FUND

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1001	39243	03/30/22	13647	SUN LIFE FINANCIAL	6400	EMPLOYEE BENEFITS	0.00	33.18
1001	39243	03/30/22	13647	SUN LIFE FINANCIAL	6700	EMPLOYEE BENEFITS	0.00	33.18
1001	39243	03/30/22	13647	SUN LIFE FINANCIAL	6030	EMPLOYEE BENEFITS	0.00	112.78
1001	39243	03/30/22	13647	SUN LIFE FINANCIAL	6150	EMPLOYEE BENEFITS	0.00	119.43
1001	39243	03/30/22	13647	SUN LIFE FINANCIAL	6260	EMPLOYEE BENEFITS	0.00	132.72
1001	39243	03/30/22	13647	SUN LIFE FINANCIAL	6020	EMPLOYEE BENEFITS	0.00	150.61
1001	39243	03/30/22	13647	SUN LIFE FINANCIAL	6160	EMPLOYEE BENEFITS	0.00	185.79
1001	39243	03/30/22	13647	SUN LIFE FINANCIAL	5000	EMPLOYEE BENEFITS	0.00	190.43
1001	39243	03/30/22	13647	SUN LIFE FINANCIAL	6200	EMPLOYEE BENEFITS	0.00	368.28
1001	39243	03/30/22	13647	SUN LIFE FINANCIAL	6120	EMPLOYEE BENEFITS	0.00	736.56
1001	39243	03/30/22	13647	SUN LIFE FINANCIAL	100	EMPLOYEE BENEFITS	0.00	1,330.17
TOTAL CHECK							0.00	3,420.33
1001	39244	03/30/22	14598	TACO BELL #34793	100	REFUND DUP BUS LIC PM	0.00	64.00
1001	39245	03/30/22	10764	TOYOTA OF SELMA	6020	SERVICE	0.00	298.57
1001	39246	03/30/22	13543	UNIFIRST CORPORATION	6020	MATS & MOPS ADMIN	0.00	59.10
1001	39246	03/30/22	13543	UNIFIRST CORPORATION	6020	MATS & MOPS ADMIN	0.00	59.10
1001	39246	03/30/22	13543	UNIFIRST CORPORATION	6130	MATS & MOPS FIRE	0.00	69.09
1001	39246	03/30/22	13543	UNIFIRST CORPORATION	6130	MATS & MOPS FIRE	0.00	69.09
TOTAL CHECK							0.00	256.38
1001	39247	03/30/22	10725	VERIZON WIRELESS	6160	CELL PHONE 2/20-3/19	0.00	41.33
1001	39247	03/30/22	10725	VERIZON WIRELESS	6160	CELL PHONE 2/20-3/19	0.00	50.61
1001	39247	03/30/22	10725	VERIZON WIRELESS	6020	CELL PHONE 2/20-3/19	0.00	51.33
1001	39247	03/30/22	10725	VERIZON WIRELESS	6030	CELL PHONE 2/20-3/19	0.00	51.33
1001	39247	03/30/22	10725	VERIZON WIRELESS	6150	CELL PHONE 2/20-3/19	0.00	71.75
1001	39247	03/30/22	10725	VERIZON WIRELESS	5000	CELL PHONE 2/20-3/19	0.00	341.94
1001	39247	03/30/22	10725	VERIZON WIRELESS	6120	CELL PHONE 2/20-03/19	0.00	512.25
TOTAL CHECK							0.00	1,120.54
1001	39248	03/30/22	11335	VISION SERVICE PLAN - (C	6130	EMPLOYEE BENEFITS	0.00	4.92
1001	39248	03/30/22	11335	VISION SERVICE PLAN - (C	8500	EMPLOYEE BENEFITS	0.00	4.94
1001	39248	03/30/22	11335	VISION SERVICE PLAN - (C	6400	EMPLOYEE BENEFITS	0.00	9.85
1001	39248	03/30/22	11335	VISION SERVICE PLAN - (C	6700	EMPLOYEE BENEFITS	0.00	9.85
1001	39248	03/30/22	11335	VISION SERVICE PLAN - (C	6150	EMPLOYEE BENEFITS	0.00	12.80
1001	39248	03/30/22	11335	VISION SERVICE PLAN - (C	6030	EMPLOYEE BENEFITS	0.00	25.59
1001	39248	03/30/22	11335	VISION SERVICE PLAN - (C	6260	EMPLOYEE BENEFITS	0.00	29.54
1001	39248	03/30/22	11335	VISION SERVICE PLAN - (C	6020	EMPLOYEE BENEFITS	0.00	43.31
1001	39248	03/30/22	11335	VISION SERVICE PLAN - (C	6160	EMPLOYEE BENEFITS	0.00	75.79
1001	39248	03/30/22	11335	VISION SERVICE PLAN - (C	5000	EMPLOYEE BENEFITS	0.00	85.65
1001	39248	03/30/22	11335	VISION SERVICE PLAN - (C	6200	EMPLOYEE BENEFITS	0.00	137.83
1001	39248	03/30/22	11335	VISION SERVICE PLAN - (C	6120	EMPLOYEE BENEFITS	0.00	210.67
1001	39248	03/30/22	11335	VISION SERVICE PLAN - (C	100	EMPLOYEE BENEFITS	0.00	260.76
TOTAL CHECK							0.00	911.50
1001	39251	04/01/22	14599	WATER EDUCATION FOR LATI	6010	REGIST-MEJIA	0.00	125.00
TOTAL CASH ACCOUNT							0.00	321,056.31
TOTAL FUND							0.00	321,056.31

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FUND - 100 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DEPT	-----DESCRIPTION-----	SALES TAX	AMOUNT
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FUND - 503 - TCP FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DEPT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1001	39213	03/23/22	13655	PROVOST & PRITCHARD	5030	TCP DESIGN	0.00	6,625.00
1001	39249	03/30/22	13655	PROVOST & PRITCHARD	5030	ON CALL	0.00	16,856.00
1001	39249	03/30/22	13655	PROVOST & PRITCHARD	5030	CUP 19-02	0.00	587.30
1001	39249	03/30/22	13655	PROVOST & PRITCHARD	5030	TTM 21-0015	0.00	683.20
1001	39249	03/30/22	13655	PROVOST & PRITCHARD	5030	AA 22-02	0.00	790.30
1001	39249	03/30/22	13655	PROVOST & PRITCHARD	5030	CUP 21-04	0.00	292.60
1001	39249	03/30/22	13655	PROVOST & PRITCHARD	5030	19-03	0.00	367.20
TOTAL CHECK							0.00	19,576.60
TOTAL CASH ACCOUNT							0.00	26,201.60
TOTAL FUND							0.00	26,201.60

SUPERION  
DATE: 04/01/2022  
TIME: 13:42:58

CITY OF FOWLER  
CHECK REGISTER - DISBURSEMENT FUND

PAGE NUMBER: 11  
ACCTPA21

SELECTION CRITERIA: transact.check\_no between '39120' and '39251'  
ACCOUNTING PERIOD: 9/22

FUND - 790 - FIRE STATION PROJECT

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DEPT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1001	39250	03/30/22	10077	DALE BRISCO, INC	7900	MODIFICATION TO SIREN	0.00	1,750.00
TOTAL CASH ACCOUNT							0.00	1,750.00
TOTAL FUND							0.00	1,750.00



SUPERION  
DATE: 04/01/2022  
TIME: 13:42:58

CITY OF FOWLER  
CHECK REGISTER - DISBURSEMENT FUND

PAGE NUMBER: 12  
ACCTPA21

SELECTION CRITERIA: transact.check\_no between '39120' and '39251'  
ACCOUNTING PERIOD: 9/22

FUND - 900 - PUBLIC FINANCING AUTH

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DEPT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1001	39214	03/23/22	10214	NBS	9000	QRTLY APR-JUN22	0.00	665.00
TOTAL CASH ACCOUNT							0.00	665.00
TOTAL FUND							0.00	665.00
TOTAL REPORT							0.00	349,672.91

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

Mayor Pro-Tem Rodriquez called the meeting to order at 7:00 p.m.

Councilmembers Present: Rodriquez, Kazarian, Mejia, Parra (teleconference)

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

**The meeting was adjourned on a motion by Councilmember Mejia and seconded by Councilmember Parra and approved to March 29, 2022 at 7:00 p.m., and notice was posted in accordance with Gov. Code section 54955. The motion carried by roll call vote: Ayes: Mejia, Parra, Rodriquez, Kazarian.**

**MINUTES OF THE FOWLER CITY COUNCIL MEETING  
Tuesday March 29, 2022**

Mayor Pro-Tem Rodriquez called the meeting to order at 7:00 p.m.

Councilmembers Present: 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**

*Fowler resident Larry Veliz addressed the Council.*

**6. CONSENT CALENDAR**

**Councilmember Kazarian made a motion to approve the Consent Calendar, seconded by Councilmember Parra. The motion carried by roll call vote: Ayes: Kazarian, Parra, Rodriquez, Mejia**

**7. CONTESTED CONSENT CALENDAR**

*N/A*

**8. GENERAL ADMINISTRATION**

**8-A. CITY ATTORNEY**

**i. APPROVE Items Pertaining to City Manager Employment Agreement and Salary Classification Schedule**

- A. Approve Payment of \$5,000 Performance Bonus Pursuant to City Manager Employment Agreement Dated February 16, 2021.**
- B. Approve Resolution No. 2552 Adopting Salary Classification Schedule for All Employees.**
- C. Approve First Amendment to City Manager Employment Agreement with Wilma Quan.**

*City Attorney Cross provided an overview of City Manager Quan's Employment Agreement and Salary Classification Schedule. He recommended the three items be acted upon separately.*

**Councilmember Parra made a motion to Approve Payment of \$5,000 Performance Bonus Pursuant to City Manager Employment Agreement Dated February 16, 2021, seconded by Councilmember Kazarian. The motion carried by roll call vote: Ayes: Parra, Kazarian, Rodriquez, Mejia.**

**Councilmember Mejia made a motion to Approve Resolution No. 2552 Adopting Salary Classification Schedule for All Employees, seconded by Councilmember Kazarian. The motion carried by roll call vote: Ayes: Mejia, Kazarian, Rodriguez, Parra.**

**Councilmember Kazarian made a motion to Approve First Amendment to City Manager Employment Agreement with Wilma Quan, seconded by Councilmember Mejia. The motion carried by roll call vote: Ayes: Kazarian, Mejia, Rodriquez, Parra.**

*Various Councilmembers praised City Manager Quan for her performance and exceeding expectations as City Manager.*

#### **8-B. PUBLIC WORKS**

- i. CONSIDER alternatives and provide staff direction regarding potential request to Caltrans to add median treatment to the State Route 99 improvement project.**

*City Manager Quan thanked Stephanie Mejia for her work on creating designs for the potential median treatment.*

*Fowler Resident Patric Jones addressed the Council.*

*After discussion, Council asked for the concept to be modified. Staff will work with Caltrans and will provide a revised concept at the April 5, 2022 Council meeting.*

#### **8-C. CITY MANAGER'S OFFICE**

- i. COVID-19 Update**

*City Manager Quan reported staff continues to keep in close communication with FCDPH on any regulatory changes.*

*City Manager Quan reported that a letter was received by Fowler resident George Mukai regarding the Council vacancy and provided a copy of the letter to each Councilmember.*

## **9. STAFF COMMUNICATIONS – (CITY MANAGER)**

*Finance Director Moreno provided an update on the Community Development Block Grant loan status.*

*Public Works Director Dominguez various updates including his attendance at the Public Works Office of Institute workshop in Monterey and letters that will be sent to various Fowler residents.*

*City Manager Quan thanked Dominguez for his efforts to obtain a Prop. 68 Grant for \$180,000 for improvements to Donny Wright Park and construction of a new park.*

*Community Development Director Gaffery provided various updates including the Fresno County Economic Development Corporation's promotional video advertising the County and the Certificate of Occupancy permits issued for Woodside Homes. He also reported that escrow has closed on the sale of the old fire station.*

*Deputy City Clerk Vasquez reminded Council to file the FPPC Form 700 electronically before the April 1, 2022 deadline and to submit the signed Technology Use Policy. She also reported that on Monday July 11, 2022, there will be a Candidate Filing Class hosted by the County of Fresno.*

*Police Chief Alcaraz provided various updates including DOJ crime statistics for February 2022 and personnel updates.*

*Fire Chief Lopez provided an overview of a call on the night of March 11, 2022 that Assistant Fire Chief Jesse Hernandez and Fire Captain Mark Hurst responded to. Councilmember Mejia recommended commendations for Hernandez and Hurst.*

## **10. COUNCILMEMBER REPORTS AND COMMENTS**

*Various Councilmembers spoke about the loss of Mayor David Cardenas and shared their fond memories of him.*

*Councilmember Parra reported that he attended his first COG meeting. He also reported that the Water Education for Latino Leaders (WELL) will host a workshop in Selma on Saturday April 2, 2022. Councilmember Parra requested an update on the 1% cost of living increase for staff. City Manager Quan stated it will be an agenda item at the April 5, 2022 Council meeting.*

*Councilmember Mejia announced the Egg Hunt is April 9, 2022. He also requested an update on the Adams Ave. repaving project. Public Works Director Dominguez stated the project is scheduled to be completed in April 2022. Councilmember Mejia voiced concern about Kb Home's landscaping. Community Development Director Gaffery reported that Building Official Vasquez has been in contact with Kb Home.*

**11. CLOSED SESSION**

*No reportable action was taken on the one item.*

**12. ADJORN**

**Having no further business, the meeting adjourned at 9:02 p.m.**



## **CITY COUNCIL OF THE CITY OF FOWLER**

ITEM NO: 7-D

### **REPORT TO THE CITY COUNCIL**

April 5, 2022

**FROM** THOMAS W. GAFFERY IV, Community Development Director

### **SUBJECT**

APPROVE a Real Property Donation Agreement with Stanley J. Simonian and Carmen J. Simonian, Trustees of the Stanley J. Simonian and Carmen J. Simonian Trust, and Mark M. Simonian, Trustee of the Mark M. Simonian Trust, for donation of Harris Avenue Outlot "A" Stormwater Retention Basin (APN 343-300-65) and Authorize City Manager to Sign Certificate of Acceptance of Grant Deed.

### **RECOMMENDATION**

Staff recommend the City Council approve a Real Property Donation Agreement with Stanley J. Simonian and Carmen J. Simonian, Trustees of the Stanley J. Simonian and Carmen J. Simonian Trust, and Mark M. Simonian, Trustee of the Mark M. Simonian Trust, for donation of Harris Avenue Outlot "A" Stormwater Retention Basin (APN 343-300-65) and Authorize City Manager to Sign Certificate of Acceptance of Grant Deed.

### **BACKGROUND**

Outlot "A" ("Property") is located within Tract 4552, Fowler Groves, identified as APN: 343-300-65. When Tract 4552 was developed, a condition of approval was the dedication of the Property as a City stormwater retention basin. For approximately forty (40) years, the Property has served, and continues to serve, as such.

On February 18, 2022, Property owners Stanley J. Simonian, Carmen J. Simonian, and Mark M. Simonian ("Owners") agreed to donate the Property to the City at no cost. For valuation purposes, the Agreement provides that the Property's fair market value is \$35,000.00. This fair market value was

determined based upon an appraisal obtained by the Owners, including a comparison of sales of ponding basins with similar physical characteristics and conditions in nearby cities.

The Property will be conveyed by Grand Deed, and a Certificate of Acceptance will be signed by the City Manager for recordation of said Grand Deed.

## **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. The City already maintains this basin.

## **CONFLICT OF INTEREST**

Staff is not aware of any conflicts of interest.

## **Attachments**

- Real Property Donation Agreement for Harris Avenue, Outlot “A” (APN 343-300-65), including Certificate of Acceptance of Grant Deed



**Real Property Agreement  
For Harris Avenue, Outlot "A"**

This Real Property Donation Agreement ("Agreement") is entered into effective on April 5, 2022 ("Effective Date"), by and between the City of Fowler ("City") and Stanley J. Simonian and Carmen J. Simonian, Trustees of the Stanley J. Simonian and Carmen J. Simonian Trust, and Mark M. Simonian, Trustee of the Mark M. Simonian Trust (collectively referred to as "Owners").

RECITALS

WHEREAS, Owners own certain real property described as Outlot "A" of Tract 4552, The Fowler Groves, in City of Fowler, County of Fresno, State of California, according to the map thereof recorded in Book 55, Page 41 of Plats, Fresno County Records (APN: 343-300-65) ("Property"); and

WHEREAS, the Property is depicted in Exhibit A attached hereto and incorporated by this reference; and

WHEREAS, Owners desire to donate the Property to the City and City desires to accept the donation consistent with City's purpose, in accordance with the terms and conditions set forth in this Agreement.

NOW THEREFORE, in consideration of the above recitals and the mutual promises herein, City and Owners agree as follows:

1. Recitals. The recitals above are true and correct and are a substantive part of this Agreement.

2. Donation and Notice of Acceptance. Owners agree to donate the Property to City and City agrees to accept the donation of the Property in accordance with the terms and conditions of this Agreement. The City Manager is authorized to execute all documents and take such action as necessary to effectuate this donation. Within five (5) days of completion of the Due Diligence Period, as provided in Section 4, the City Manager, if satisfied that the Property is suitable for City's purposes, shall give written Notice of Acceptance of the Property to Owners. Owners shall provide a duly executed Grant Deed in recordable form to the City Manager within five (5) days of the Notice of Acceptance.

3. Fair Market Value. The Parties agree that the fair market value of the Property is Thirty-Five Thousand Dollars (\$35,000.00).

A. Appraisal. Owners had the Property appraised for the purpose of establishing the fair market value, and a written appraisal report was prepared and provided to City. Owners shall bear all costs associated with the appraisal and shall not be entitled to reimbursement thereof.

B. Tax Matters. City agrees to execute any such documents as may be reasonably necessary to acknowledge the donation and the value of the donation. Owners shall be solely responsible for determining the characterization of the donation for tax purposes in connection with

Owners' tax obligations. Owners have not relied on any statements or representations from City or any of its employees regarding the tax implications of making the donation pursuant to this Agreement. Owners shall indemnify, defend, and hold the City, its council members, officers, and employees harmless from and against any and all liability for state or federal tax related to this donation, and any related penalties or costs based upon the characterization of the donation under this Agreement for tax purposes.

4. Due Diligence. City shall have a period of up to thirty (30) days from the Effective Date ("Due Diligence Period") to review the title and condition of the Property consistent with Section 5. City may complete the Due Diligence Period in fewer than thirty (30) days by giving written notice to Owners of the completion of the Due Diligence Period and expressing a date which shall be deemed the expiration of the Due Diligence Period for all other purposes herein.

5. Right of Entry. Upon full execution of this Agreement, Owners hereby grant to City, its agents, employees, permittees, contractors, and consultants, an immediate right to enter upon, over, across, and under the Property for any purpose deemed necessary or desirable to evaluate the condition of the Property, in City's sole judgment and discretion. Such right of entry shall be irrevocable, unless and until this Agreement shall be cancelled. If City elects to cancel this Agreement, then City shall restore any changes in the physical condition of the Property caused by City to a condition which is as near as possible to its original condition as existed prior to City's entry upon the Property; provided, that, City shall have no obligation to repair any damage caused by the acts or omissions of Owners, their agents, or representatives, or to remediate, contain, abate, or control any pre-existing condition of the Property which existed prior to City's entry thereon.

6. Right of Cancellation. Owners agree that if City determines, in City's sole and absolute discretion, that the Property is not suitable for City purposes, City shall have the right to cancel this Agreement by giving written notice thereof to Owners prior to the expiration of the Due Diligence Period. If City gives such notice of termination within the Due Diligence Period, this Agreement shall terminate, and City shall be under no obligation to accept the Property.

7. Owners' Representations and Warranties. The following representations and warranties are made as of the Effective Date and shall survive the recording of the Grant Deed for the Property. Owners represent and warrant as follows:

A. **Full Authority to Convey All Interest in the Property.** Owners have the full authority to execute this Agreement, and related title documents, have the full authority to perform all of their obligations under this Agreement, and have the full authority to dispose of or otherwise convey the Property to the City. Owners represent that they have secured, or will secure within thirty (30) days of the Effective Date, all appropriate consents that are necessary to consummate the Agreement, if any.

B. **Compliance with Applicable Law and No Pending Litigation Against the Property.** To Owners' knowledge, there is no violation of federal, state, or local law, code, ordinance, rule, regulation, or requirement, nor is there any pending or threatened litigation in connection with the Property that would prohibit the donation or City's use of the Property.

C. **No Liens Securing Payment or Other Obligations on Property.** To Owners' knowledge, the Property is not encumbered by liens or other instruments securing payment, or by other obligations, which if not performed, would entitle a third party or entity to foreclosure on the Property as collateral. Owners shall be solely responsible for paying any general and special taxes that are delinquent on the Property within thirty (30) days of the Effective Date.

D. **No Hazardous Waste on Property.** To Owners' knowledge, neither Owners, nor each of them individually, nor any other person has used, generated, manufactured, stored, or disposed of on, under, or about the Property, or transported to or from the Property, any flammable explosives, radioactive materials, hazardous wastes, toxic substances, or related materials in violation of any law.

E. **Survival and Indemnity.** Owners' representations, warranties, and obligations under this Section 7 shall survive the transfer of Owners' interest in the Property. Owners agree to assume liability for any costs incurred or other damages to City related to the foregoing representations and warranties, and Owners agree to indemnify, defend, and hold City harmless against any and all liabilities, damages, losses, costs, expenses, attorneys' fees, and claims arising from any claims that may be made against City arising from or related to the foregoing representations and warranties.

8. **Entire Agreement.** This Agreement is the entire agreement between City and Owners regarding the subject matter of this Agreement, and supersedes all prior discussions, negotiations, commitments, or understandings, written or oral regarding the subject matter hereof. Each exhibit referred to in this Agreement is by that reference incorporated into and made a part of this Agreement.

9. **Modification.** This Agreement may be modified only by a written document executed by both parties hereto.

10. **Interpretation.** The parties hereto acknowledge that this Agreement is the result of the combined efforts of the parties and shall be construed according to its fair meaning and as if prepared by both parties hereto. If any provision of this Agreement is found ambiguous, the ambiguity will not be resolved by construing this Agreement in favor of or against any party, but by construing the terms according to their generally accepted meaning.

11. **Captions.** The captions in this Agreement are inserted only as a matter of convenience and reference and in no way define the scope or the extent of this Agreement or the construction of any provision.

12. **Voluntary Agreement.** City and Owners each represent that they have read this Agreement in full, understand, and are fully informed as to the terms, conditions, and covenants of this Agreement, and voluntarily agree to all provisions herein.

13. **Counterparts.** This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument. A facsimile or copy shall be as valid as an original.

14. Authority. City and Owners each represent that the execution, delivery, and performance of this Agreement, and any related documents or acts necessary to carry out the purpose and intent of this Agreement by each of them has been duly and validly approved, and authorized, by all necessary actions and proceedings, and that no further action, approval, or authorization is necessary on the part of either party in order to consummate this Agreement. Each person executing this Agreement on behalf of any party does hereby personally represent and warrant that he or she has the authority to execute this Agreement on behalf of, and fully bind, such party.

15. Further Assurances. Each party to this Agreement shall execute and deliver all instruments and documents and take all actions, as may be reasonably required or appropriate to carry out the purposes of this Agreement.

16. Survival of Warranties and Covenants. Each of the covenants, representations, and warranties set forth in this Agreement that are intended to bind the parties, after the donation of the Property and recording of the Grand Deed, shall so survive.

- a.
- b. 17. Successors and Assigns. This Agreement is binding upon, and shall inure to the benefit of, each party, and each party's heirs, successors, assigns, transferees, agents, employees, or representatives.
- c. 18. Time of the Essence. Time is of the essence of each term in this Agreement.
- d.
- e. 19. Governing Law. This Agreement shall be governed by and construed according to California law.
- f. 20. Severability. The unenforceability, invalidity, or illegality of any provision of this Agreement shall not render the other provisions unenforceable, invalid, or illegal.

IN WITNESS WHEREOF, City and Owners have executed this Agreement as of the Effective Date.

**CITY**

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

**ATTEST:**

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

Approved as to legal form:

By: \_\_\_\_\_  
Scott G. Cross, City Attorney

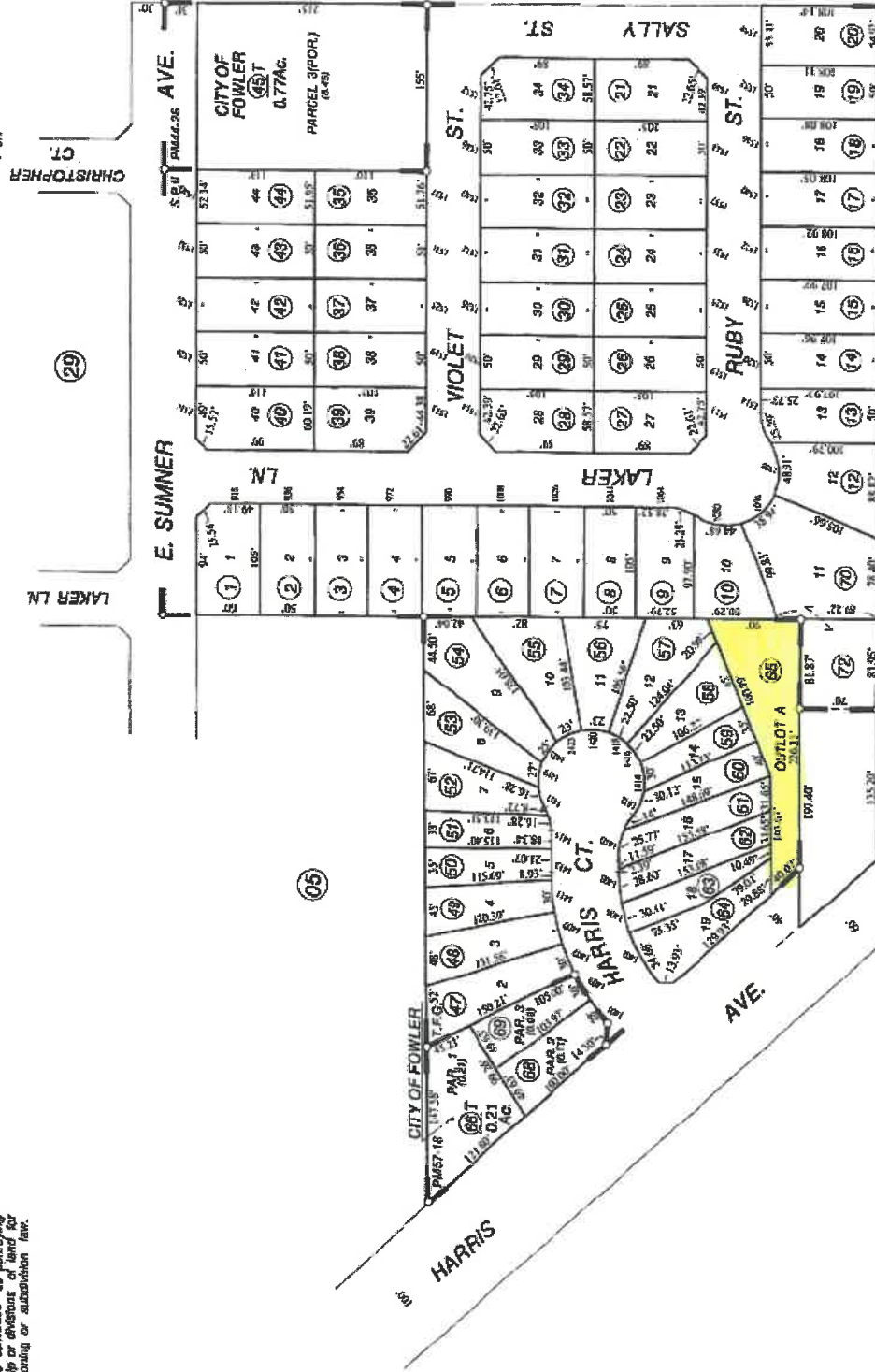
**OWNERS**

By: \_\_\_\_\_  
Stanley J. Simonian, Trustee of the  
Stanley J. Simonian and Carmen J. Simonian  
Trust

By: \_\_\_\_\_  
Carmen J. Simonian, Trustee of the Stanley J.  
Simonian and Carmen J. Simonian Trust

By: \_\_\_\_\_  
Mark M. Simonian, Trustee of the Mark M.  
Simonian Trust

--- NOTE ---  
This map is for Assessment purposes only.  
It is not to be construed as purporting  
legal ownership or divisions of land for  
purposes of zoning or subdivision law.



Parcel Map No. 84-4 - Bk. 44, Pgs. 26 & 27  
Parcel Map No. 95-2 - Bk. 57, Pg. 18  
Summer Place II - Tract No. 4055 - Plat Bk. 49 Pgs. 23 & 24  
The Fowler Groves - Tract No. 4552 - Plat Bk. 55, Pg. 41

Assessor's Map Bk 343 -  
County of Fresno, Cali

NOTE - Assessor's Block Numbers Shown in Ellipses.  
Assessor's Parcel Numbers Shown in Circles.

EXHIBIT A

DEPICTION OF PROPERTY

## EXHIBIT B

### CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by Grant Deed, dated \_\_\_\_\_, 2022, from Stanley J. Simonian and Carmen J. Simonian, Trustees of the Stanley J. Simonian and Carmen J. Simonian Trust, and Mark M. Simonian, Trustee of the Mark M. Simonian Trust, to the City of Fowler, a California municipal corporation, is hereby accepted by Wilma Quan, City Manager, on behalf of the City Council of Fowler pursuant to the authority conferred by the City Council of Fowler, on April 5, 2022. The City of Fowler, as grantee, consents to recordation of said Grant Deed by its duly authorized officer, Wilma Quan, City Manager.

DATED: May \_\_\_, 2022

**CITY OF FOWLER**

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



## **CITY COUNCIL OF THE CITY OF FOWLER**

ITEM NO: 7-E

### **REPORT TO THE CITY COUNCIL**

April 5, 2022

**FROM** DARIO DOMINGUEZ, Public Works Director

### **SUBJECT**

APPROVE and AUTHORIZE the City Manager to Sign Two (2) 2018 Parks Bond Act Grant Contracts with the California Department of Parks and Recreation for Improvement Grant Funding at Harris Park and Donny Wright Park.

### **RECOMMENDATION**

Staff recommend the City Council Approve and Authorize the City Manager to sign Two (2) 2018 Parks Bond Act Grant Contracts with the California Department of Parks and Recreation for Improvement Grant Funding at Harris Park and Donny Wright Park.

### **BACKGROUND**

On January 18, 2022, the Department submitted a grant application to the State Department of Parks and Recreation for funding under the Per Capita program originating from Proposition 68.

The City submitted grant applications for two projects. The first application in the amount of \$127,000 is for construction of a new park located on a City owned parcel located on 5<sup>th</sup> Street near Harris Court. The second application in the amount of \$53,814 is for improvements to Donny Wright Park.

On March 16, 2022, the City was awarded the grant for both projects. Approval and execution of the Grant Contracts is required to obtain the funding. Construction of both projects can commence as early as this summer.

**FISCAL IMPACT**

The City has been awarded grant funding of \$180,814. This program does not require the City to provide any matching funds.

**CONFLICT OF INTEREST**

Staff is not aware of any conflicts of interest.

Attachments

- Grant Contracts (2)



State of California - Natural Resources Agency  
DEPARTMENT OF PARKS AND RECREATION

**GRANT CONTRACT**  
**2018 Parks Bond Act**  
**Per Capita Grant Program**

GRANTEE City of Fowler

THE PROJECT PERFORMANCE PERIOD is from July 01, 2018 through June 30, 2024

CONTRACT PERFORMANCE PERIOD is from July 01, 2018 through June 30, 2038

The GRANTEE agrees to the terms and conditions of this Contract, and the State of California, acting through its Director of the Department of Parks and Recreation, pursuant to the State of California, agrees to fund the total State grant amount indicated below.

The GRANTEE agrees to complete the GRANT SCOPE(s) as defined in the GRANT SCOPE/Cost Estimate Form or acquisition documentation for the application(s) filed with the State of California.

The General and Special Provisions attached are made a part of and incorporated into the Contract.

City of Fowler

Grantee

By  
(Signature of Authorized Representative)

STATE OF CALIFORNIA  
DEPARTMENT OF PARKS AND RECREATION

Title City Manager

By

Date

Date

**CERTIFICATION OF FUNDING**  
**(For State Use Only)**

CONTRACT NO C9802042	AMENDMENT NO	FISCAL SUPPLIER I.D. 0000012579			PROJECT NO.
AMOUNT ENCUMBERED BY THIS DOCUMENT \$3,814.00		FUND. Drought, Water, Cln Air, Cstl Protc, Outdoor Fund			
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT		ITEM 3790-101-6088	CHAPTER 23	STATUTE 19	FISCAL YEAR 2021/22
TOTAL AMOUNT ENCUMBERED TO DATE \$3,814.00		Reporting Structured. 37900091	Account/Alt Account. 5432000-5432000000	ACTIVITY CODE 69803	PROJECT / WORK PHASE

## **I. RECITALS**

This CONTRACT is entered into between the California Department of Parks and Recreation (hereinafter referred to as "GRANTOR," "DEPARTMENT" or "STATE") and City of Fowler (hereinafter referred to as "GRANTEE").

The DEPARTMENT hereby grants to GRANTEE a sum (also referred to as "GRANT MONIES") not to exceed \$3,814, subject to the terms and conditions of this AGREEMENT and the 2019/20 California State Budget, Chapter 23, statutes of 2019, Item number – 3790-101-6088 (appropriation chapter and budget item number hereinafter referred to as "PER CAPITA GRANT"). These funds shall be used for completion of the GRANT SCOPE(S).

The Grant Performance Period is from July 01, 2018 to June 30, 2024.

## **II. GENERAL PROVISIONS**

### **A. Definitions**

As used in this CONTRACT, the following words shall have the following meanings:

1. The term "ACT" means the California Drought, Water, Parks Climate, Coastal Protection, and Outdoor Access for All Act of 2018, as referred to in section I of this CONTRACT.
2. The term "APPLICATION" means the individual project APPLICATION packet for a project pursuant to the enabling legislation and/or grant program process guide requirements.
3. The term "DEPARTMENT" or "STATE" means the California Department of Parks and Recreation.
4. The term "DEVELOPMENT" means capital improvements to real property by means of, but not limited to, construction, expansion, and/or renovation, of permanent or fixed features of the property.
5. The term "GRANTEE" means the party described as the GRANTEE in Section I of this CONTRACT.
6. The term "GRANT SCOPE" means the items listed in the GRANT SCOPE/Cost Estimate Form or acquisition documentation found in each of the APPLICATIONS submitted pursuant to this grant.
7. The term "PROCEDURAL GUIDE" means the document identified as the "Procedural Guide for California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access For All Act of 2018 Per Capita Program." The

PROCEDURAL GUIDE provides the procedures and policies controlling the administration of the grant.

## **B. Project Execution**

1. Subject to the availability of GRANT MONIES, the STATE hereby grants to the GRANTEE a sum of money not to exceed the amount stated in Section I of this CONTRACT, in consideration of, and on condition that, the sum be expended in carrying out the purposes as set forth in the scope described in the enabling legislation and referenced in the APPLICATION, Section I of this CONTRACT, and under the terms and conditions set forth in this CONTRACT.

The GRANTEE shall assume any obligation to furnish any additional funds that may be necessary to complete the GRANT SCOPE(S).

The GRANTEE agrees to submit any change or alteration from the original GRANT SCOPE(S) in writing to the STATE for prior approval. This applies to any and all changes that occur after STATE has approved the APPLICATION. Changes in the GRANT SCOPE(S) must be approved in writing by the STATE.

2. The GRANTEE shall complete the GRANT SCOPE(S) in accordance with the time of the Performance Period set forth in Section I of this CONTRACT, and under the terms and conditions of this CONTRACT.
3. The GRANTEE shall comply with the California Environmental Quality Act (Public Resources Code, Section 21000, et seq., Title 14, California Code of Regulations, Section 15000 et seq.).
4. The GRANTEE shall comply with all applicable current laws and regulations affecting DEVELOPMENT projects, including, but not limited to, legal requirements for construction contracts, building codes, health and safety codes, and laws and codes pertaining to individuals with disabilities, including but not limited to the Americans With Disabilities Act of 1990 (42 U.S.C. §12101 et seq.) and the California Unruh Act (California Civil Code §51 et seq.).

## **C. Project Costs**

1. GRANTEE agrees to abide by the PROCEDURAL GUIDE.
2. GRANTEE acknowledges that STATE may make reasonable changes to its procedures as set forth in the PROCEDURAL GUIDE. If STATE makes any changes to its procedures and guidelines, STATE agrees to notify GRANTEE within a reasonable time.

## **D. Project Administration**

1. If GRANT MONIES are advanced for DEVELOPMENT projects, the advanced funds shall be placed in an interest bearing account until expended. Interest earned on the advanced funds shall be used on the project as approved by the STATE. If grant monies are advanced and not expended, the unused portion of the

grant and any interest earned shall be returned to the STATE within 60 days after project completion or end of the Grant Performance Period, whichever is earlier.

2. The GRANTEE shall submit written project status reports within 30 calendar days after the STATE has made such a request. In any event, the GRANTEE shall provide the STATE a report showing total final project expenditures within 60 days of project completion or the end of the grant performance period, whichever is earlier. The Grant Performance Period is identified in Section I of this CONTRACT.
3. The GRANTEE shall make property or facilities acquired and/or developed pursuant to this contract available for inspection upon request by the STATE.

#### **E. Project Termination**

1. Project Termination refers to the non-completion of a GRANT SCOPE. Any grant funds that have not been expended by the GRANTEE shall revert to the STATE.
2. The GRANTEE may unilaterally rescind this CONTRACT at any time prior to the commencement of the project. The commencement of the project means the date of the letter notifying GRANTEE of the award or when the funds are appropriated, whichever is later. After project commencement, this CONTRACT may be rescinded, modified or amended only by mutual agreement in writing between the GRANTEE and the STATE, unless the provisions of this CONTRACT provide that mutual agreement is not required.
3. Failure by the GRANTEE to comply with the terms of the (a) PROCEDURAL GUIDE, (b) any legislation applicable to the ACT, (c) this CONTRACT as well as any other grant contracts, specified or general, that GRANTEE has entered into with STATE, may be cause for suspension of all obligations of the STATE unless the STATE determines that such failure was due to no fault of the GRANTEE. In such case, STATE may reimburse GRANTEE for eligible costs properly incurred in performance of this CONTRACT despite non-performance of the GRANTEE. To qualify for such reimbursement, GRANTEE agrees to mitigate its losses to the best of its ability.
4. Any breach of any term, provision, obligation or requirement of this CONTRACT by the GRANTEE shall be a default of this CONTRACT. In the case of any default by GRANTEE, STATE shall be entitled to all remedies available under law and equity, including but not limited to: a) Specific Performance; b) Return of all GRANT MONIES; c) Payment to the STATE of the fair market value of the project property or the actual sales price, whichever is higher; and d) Payment to the STATE of the costs of enforcement of this CONTRACT, including but not limited to court and arbitration costs, fees, expenses of litigation, and reasonable attorney fees.
5. The GRANTEE and the STATE agree that if the GRANT SCOPE includes DEVELOPMENT, final payment may not be made until the work described in the GRANT SCOPE is complete and the GRANT PROJECT is open to the public.

#### **F. Budget Contingency Clause**

If funding for any fiscal year is reduced or deleted by the budget act for purposes of this program, the STATE shall have the option to either cancel this contract with no liability occurring to the STATE, or offer a CONTRACT amendment to GRANTEE to reflect the reduced grant amount. This Paragraph shall not require the mutual agreement as addressed in Paragraph E, provision 2, of this CONTRACT.

#### **G. Hold Harmless**

1. The GRANTEE shall waive all claims and recourse against the STATE including the right to contribution for loss or damage to persons or property arising from, growing out of or in any way connected with or incident to this CONTRACT except claims arising from the concurrent or sole negligence of the STATE, its officers, agents, and employees.
2. The GRANTEE shall indemnify, hold harmless and defend the STATE, its officers, agents and employees against any and all claims, demands, damages, costs, expenses or liability costs arising out of the ACQUISITION, DEVELOPMENT, construction, operation or maintenance of the property described as the project which claims, demands or causes of action arise under California Government Code Section 895.2 or otherwise except for liability arising out of the concurrent or sole negligence of the STATE, its officers, agents, or employees.
3. The GRANTEE agrees that in the event the STATE is named as codefendant under the provisions of California Government Code Section 895 et seq., the GRANTEE shall notify the STATE of such fact and shall represent the STATE in the legal action unless the STATE undertakes to represent itself as codefendant in such legal action in which event the GRANTEE agrees to pay the STATE's litigation costs, expenses, and reasonable attorney fees.
4. The GRANTEE and the STATE agree that in the event of judgment entered against the STATE and the GRANTEE because of the concurrent negligence of the STATE and the GRANTEE, their officers, agents, or employees, an apportionment of liability to pay such judgment shall be made by a court of competent jurisdiction. Neither party shall request a jury apportionment.
5. The GRANTEE shall indemnify, hold harmless and defend the STATE, its officers, agents and employees against any and all claims, demands, costs, expenses or liability costs arising out of legal actions pursuant to items to which the GRANTEE has certified. The GRANTEE acknowledges that it is solely responsible for compliance with items to which it has certified.

#### **H. Financial Records**

1. The GRANTEE shall maintain satisfactory financial accounts, documents, including loan documents, and all other records for the project and to make them available to the STATE for auditing at reasonable times. The GRANTEE also agrees to retain such financial accounts, documents and records for five years following project

termination or issuance of final payment, whichever is later.

2. The GRANTEE shall keep such records as the STATE shall prescribe, including records which fully disclose (a) the disposition of the proceeds of STATE funding assistance, (b) the total cost of the project in connection with such assistance that is given or used, (c) the amount and nature of that portion of the project cost supplied by other sources, and (d) any other such records that will facilitate an effective audit.
3. The GRANTEE agrees that the STATE shall have the right to inspect and make copies of any books, records or reports pertaining to this contract or matters related thereto during regular office hours. The GRANTEE shall maintain and make available for inspection by the STATE accurate records of all of its costs, disbursements and receipts with respect to its activities under this contract. Such accounts, documents, and records shall be retained by the GRANTEE for at least five years following project termination or issuance of final payment, whichever is later.
4. The GRANTEE shall use a generally accepted accounting system.

#### **I. Use of Facilities**

1. The GRANTEE agrees that the GRANTEE shall operate and maintain the property acquired or developed with the GRANT MONIES, for the duration of the Contract Performance Period.
2. The GRANTEE agrees that, during the Contract Performance Period, the GRANTEE shall use the property acquired or developed with GRANT MONIES under this contract only for the purposes of this grant and no other use, sale, or other disposition or change of the use of the property to one not consistent with its purpose shall be permitted except as authorized by the STATE and the property shall be replaced with property of equivalent value and usefulness as determined by the STATE.
3. The property acquired or developed may be transferred to another entity if the successor entity assumes the obligations imposed under this CONTRACT and with the approval of STATE.
4. Any real Property (including any portion of it or any interest in it) may not be used as security for any debt or mitigation, without the written approval of the STATE provided that such approval shall not be unreasonably withheld as long as the purposes for which the Grant was awarded are maintained. Any such permission that is granted does not make the STATE a guarantor or a surety for any debt or mitigation, nor does it waive the STATE'S rights to enforce performance under the Grant CONTRACT.

5. All real property, or rights thereto, acquired with GRANT MONIES shall be subject to an appropriate form of restrictive title, rights, or covenants approved by the STATE. If the project property is taken by use of eminent domain, GRANTEE shall reimburse STATE an amount at least equal to the amount of GRANT MONIES received from STATE or the pro-rated full market value of the real property, including improvements, at the time of sale, whichever is higher.
6. If eminent domain proceedings are initiated against GRANTEE, GRANTEE shall notify STATE within 10 days of receiving the complaint.

#### **J. Nondiscrimination**

1. The GRANTEE shall not discriminate against any person on the basis of sex, race, color, national origin, age, religion, ancestry, sexual orientation, or disability in the use of any property or facility developed pursuant to this contract.
2. The GRANTEE shall not discriminate against any person on the basis of residence except to the extent that reasonable differences in admission or other fees may be maintained on the basis of residence and pursuant to law.
3. All facilities shall be open to members of the public generally, except as noted under the special provisions of this project contract or under provisions of the enabling legislation and/or grant program.

#### **K. Severability**

If any provision of this CONTRACT or the application thereof is held invalid, that invalidity shall not affect other provisions or applications of the CONTRACT which can be given effect without the invalid provision or application, and to this end the provisions of this CONTRACT are severable.

#### **L. Liability**

1. STATE assumes no responsibility for assuring the safety or standards of construction, site improvements or programs related to the GRANT SCOPE. The STATE'S rights under this CONTRACT to review, inspect and approve the GRANT SCOPE and any final plans of implementation shall not give rise to any warranty or representation that the GRANT SCOPE and any plans or improvements are free from hazards or defects.
2. GRANTEE will secure adequate liability insurance, performance bond, and/or other security necessary to protect the GRANTEE'S and STATE'S interest against poor workmanship, fraud, or other potential loss associated with completion of the grant project.

#### **M. Assignability**

Without the written consent of the STATE, the GRANTEE’S interest in and responsibilities under this CONTRACT shall not be assignable by the GRANTEE either in whole or in part.

**N. Use of Grant Monies**

GRANTEE shall not use any grant funds (including any portion thereof) for the purpose of making any leverage loan, pledge, promissory note or similar financial device or transaction, without: 1) the prior written approval of the STATE; and 2) any financial or legal interests created by any such leverage loan, pledge, promissory note or similar financial device or transaction in the project property shall be completely subordinated to this CONTRACT through a Subordination Agreement provided and approved by the STATE, signed by all parties involved in the transaction, and recorded in the County Records against the fee title of the project property.

**O. Section Headings**

The headings and captions of the various sections of this CONTRACT have been inserted only for the purpose of convenience and are not a part of this CONTRACT and shall not be deemed in any manner to modify, explain, or restrict any of the provisions of this CONTRACT.

**P. Waiver**

Any failure by a party to enforce its rights under this CONTRACT, in the event of a breach, shall *not* be construed as a waiver of said rights; and the waiver of any breach under this CONTRACT shall *not* be construed as a waiver of any subsequent breach.

City of Fowler  
GRANTEE

By: \_\_\_\_\_  
Signature of Authorized Representative

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

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

STATE OF CALIFORNIA  
DEPARTMENT OF PARKS AND RECREATION

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

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





State of California - Natural Resources Agency  
DEPARTMENT OF PARKS AND RECREATION

**GRANT CONTRACT**  
**2018 Parks Bond Act**  
**Per Capita Grant Program**

GRANTEE City of Fowler

THE PROJECT PERFORMANCE PERIOD is from July 01, 2018 through June 30, 2024

CONTRACT PERFORMANCE PERIOD is from July 01, 2018 through June 30, 2048

The GRANTEE agrees to the terms and conditions of this Contract, and the State of California, acting through its Director of the Department of Parks and Recreation, pursuant to the State of California, agrees to fund the total State grant amount indicated below.

The GRANTEE agrees to complete the GRANT SCOPE(s) as defined in the GRANT SCOPE/Cost Estimate Form or acquisition documentation for the application(s) filed with the State of California.

The General and Special Provisions attached are made a part of and incorporated into the Contract.

City of Fowler

Grantee

By  
(Signature of Authorized Representative)

STATE OF CALIFORNIA  
DEPARTMENT OF PARKS AND RECREATION

Title City Manager

By

Date

Date

**CERTIFICATION OF FUNDING**  
**(For State Use Only)**

CONTRACT NO C9801201	AMENDMENT NO	FISCAL SUPPLIER I.D. 0000012579			PROJECT NO.
AMOUNT ENCUMBERED BY THIS DOCUMENT \$177,952.00		FUND. Drought, Water, Cln Air, Cstl Protc, Outdoor Fund			
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT		ITEM 3790-101-6088	CHAPTER 29	STATUTE 18	FISCAL YEAR 2021/22
TOTAL AMOUNT ENCUMBERED TO DATE \$177,952.00		Reporting Structured. 37900091	Account/Alt Account. 5432000-5432000000	ACTIVITY CODE 69801	PROJECT / WORK PHASE

## **I. RECITALS**

This CONTRACT is entered into between the California Department of Parks and Recreation (hereinafter referred to as "GRANTOR," "DEPARTMENT" or "STATE") and City of Fowler (hereinafter referred to as "GRANTEE").

The DEPARTMENT hereby grants to GRANTEE a sum (also referred to as "GRANT MONIES") not to exceed \$177,952, subject to the terms and conditions of this AGREEMENT and the 2018/19 California State Budget, Chapter 29, statutes of 2018, Item number – 3790-101-6088 (appropriation chapter and budget item number hereinafter referred to as "PER CAPITA GRANT"). These funds shall be used for completion of the GRANT SCOPE(S).

The Grant Performance Period is from July 01, 2018 to June 30, 2024.

## **II. GENERAL PROVISIONS**

### **A. Definitions**

As used in this CONTRACT, the following words shall have the following meanings:

1. The term "ACT" means the California Drought, Water, Parks Climate, Coastal Protection, and Outdoor Access for All Act of 2018, as referred to in section I of this CONTRACT.
2. The term "APPLICATION" means the individual project APPLICATION packet for a project pursuant to the enabling legislation and/or grant program process guide requirements.
3. The term "DEPARTMENT" or "STATE" means the California Department of Parks and Recreation.
4. The term "DEVELOPMENT" means capital improvements to real property by means of, but not limited to, construction, expansion, and/or renovation, of permanent or fixed features of the property.
5. The term "GRANTEE" means the party described as the GRANTEE in Section I of this CONTRACT.
6. The term "GRANT SCOPE" means the items listed in the GRANT SCOPE/Cost Estimate Form or acquisition documentation found in each of the APPLICATIONS submitted pursuant to this grant.
7. The term "PROCEDURAL GUIDE" means the document identified as the "Procedural Guide for California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access For All Act of 2018 Per Capita Program." The

PROCEDURAL GUIDE provides the procedures and policies controlling the administration of the grant.

## **B. Project Execution**

1. Subject to the availability of GRANT MONIES, the STATE hereby grants to the GRANTEE a sum of money not to exceed the amount stated in Section I of this CONTRACT, in consideration of, and on condition that, the sum be expended in carrying out the purposes as set forth in the scope described in the enabling legislation and referenced in the APPLICATION, Section I of this CONTRACT, and under the terms and conditions set forth in this CONTRACT.

The GRANTEE shall assume any obligation to furnish any additional funds that may be necessary to complete the GRANT SCOPE(S).

The GRANTEE agrees to submit any change or alteration from the original GRANT SCOPE(S) in writing to the STATE for prior approval. This applies to any and all changes that occur after STATE has approved the APPLICATION. Changes in the GRANT SCOPE(S) must be approved in writing by the STATE.

2. The GRANTEE shall complete the GRANT SCOPE(S) in accordance with the time of the Performance Period set forth in Section I of this CONTRACT, and under the terms and conditions of this CONTRACT.
3. The GRANTEE shall comply with the California Environmental Quality Act (Public Resources Code, Section 21000, et seq., Title 14, California Code of Regulations, Section 15000 et seq.).
4. The GRANTEE shall comply with all applicable current laws and regulations affecting DEVELOPMENT projects, including, but not limited to, legal requirements for construction contracts, building codes, health and safety codes, and laws and codes pertaining to individuals with disabilities, including but not limited to the Americans With Disabilities Act of 1990 (42 U.S.C. §12101 et seq.) and the California Unruh Act (California Civil Code §51 et seq.).

## **C. Project Costs**

1. GRANTEE agrees to abide by the PROCEDURAL GUIDE.
2. GRANTEE acknowledges that STATE may make reasonable changes to its procedures as set forth in the PROCEDURAL GUIDE. If STATE makes any changes to its procedures and guidelines, STATE agrees to notify GRANTEE within a reasonable time.

## **D. Project Administration**

1. If GRANT MONIES are advanced for DEVELOPMENT projects, the advanced funds shall be placed in an interest bearing account until expended. Interest earned on the advanced funds shall be used on the project as approved by the STATE. If grant monies are advanced and not expended, the unused portion of the

grant and any interest earned shall be returned to the STATE within 60 days after project completion or end of the Grant Performance Period, whichever is earlier.

2. The GRANTEE shall submit written project status reports within 30 calendar days after the STATE has made such a request. In any event, the GRANTEE shall provide the STATE a report showing total final project expenditures within 60 days of project completion or the end of the grant performance period, whichever is earlier. The Grant Performance Period is identified in Section I of this CONTRACT.
3. The GRANTEE shall make property or facilities acquired and/or developed pursuant to this contract available for inspection upon request by the STATE.

#### **E. Project Termination**

1. Project Termination refers to the non-completion of a GRANT SCOPE. Any grant funds that have not been expended by the GRANTEE shall revert to the STATE.
2. The GRANTEE may unilaterally rescind this CONTRACT at any time prior to the commencement of the project. The commencement of the project means the date of the letter notifying GRANTEE of the award or when the funds are appropriated, whichever is later. After project commencement, this CONTRACT may be rescinded, modified or amended only by mutual agreement in writing between the GRANTEE and the STATE, unless the provisions of this CONTRACT provide that mutual agreement is not required.
3. Failure by the GRANTEE to comply with the terms of the (a) PROCEDURAL GUIDE, (b) any legislation applicable to the ACT, (c) this CONTRACT as well as any other grant contracts, specified or general, that GRANTEE has entered into with STATE, may be cause for suspension of all obligations of the STATE unless the STATE determines that such failure was due to no fault of the GRANTEE. In such case, STATE may reimburse GRANTEE for eligible costs properly incurred in performance of this CONTRACT despite non-performance of the GRANTEE. To qualify for such reimbursement, GRANTEE agrees to mitigate its losses to the best of its ability.
4. Any breach of any term, provision, obligation or requirement of this CONTRACT by the GRANTEE shall be a default of this CONTRACT. In the case of any default by GRANTEE, STATE shall be entitled to all remedies available under law and equity, including but not limited to: a) Specific Performance; b) Return of all GRANT MONIES; c) Payment to the STATE of the fair market value of the project property or the actual sales price, whichever is higher; and d) Payment to the STATE of the costs of enforcement of this CONTRACT, including but not limited to court and arbitration costs, fees, expenses of litigation, and reasonable attorney fees.
5. The GRANTEE and the STATE agree that if the GRANT SCOPE includes DEVELOPMENT, final payment may not be made until the work described in the GRANT SCOPE is complete and the GRANT PROJECT is open to the public.

#### **F. Budget Contingency Clause**

If funding for any fiscal year is reduced or deleted by the budget act for purposes of this program, the STATE shall have the option to either cancel this contract with no liability occurring to the STATE, or offer a CONTRACT amendment to GRANTEE to reflect the reduced grant amount. This Paragraph shall not require the mutual agreement as addressed in Paragraph E, provision 2, of this CONTRACT.

#### **G. Hold Harmless**

1. The GRANTEE shall waive all claims and recourse against the STATE including the right to contribution for loss or damage to persons or property arising from, growing out of or in any way connected with or incident to this CONTRACT except claims arising from the concurrent or sole negligence of the STATE, its officers, agents, and employees.
2. The GRANTEE shall indemnify, hold harmless and defend the STATE, its officers, agents and employees against any and all claims, demands, damages, costs, expenses or liability costs arising out of the ACQUISITION, DEVELOPMENT, construction, operation or maintenance of the property described as the project which claims, demands or causes of action arise under California Government Code Section 895.2 or otherwise except for liability arising out of the concurrent or sole negligence of the STATE, its officers, agents, or employees.
3. The GRANTEE agrees that in the event the STATE is named as codefendant under the provisions of California Government Code Section 895 et seq., the GRANTEE shall notify the STATE of such fact and shall represent the STATE in the legal action unless the STATE undertakes to represent itself as codefendant in such legal action in which event the GRANTEE agrees to pay the STATE's litigation costs, expenses, and reasonable attorney fees.
4. The GRANTEE and the STATE agree that in the event of judgment entered against the STATE and the GRANTEE because of the concurrent negligence of the STATE and the GRANTEE, their officers, agents, or employees, an apportionment of liability to pay such judgment shall be made by a court of competent jurisdiction. Neither party shall request a jury apportionment.
5. The GRANTEE shall indemnify, hold harmless and defend the STATE, its officers, agents and employees against any and all claims, demands, costs, expenses or liability costs arising out of legal actions pursuant to items to which the GRANTEE has certified. The GRANTEE acknowledges that it is solely responsible for compliance with items to which it has certified.

#### **H. Financial Records**

1. The GRANTEE shall maintain satisfactory financial accounts, documents, including loan documents, and all other records for the project and to make them available to the STATE for auditing at reasonable times. The GRANTEE also agrees to retain such financial accounts, documents and records for five years following project

termination or issuance of final payment, whichever is later.

2. The GRANTEE shall keep such records as the STATE shall prescribe, including records which fully disclose (a) the disposition of the proceeds of STATE funding assistance, (b) the total cost of the project in connection with such assistance that is given or used, (c) the amount and nature of that portion of the project cost supplied by other sources, and (d) any other such records that will facilitate an effective audit.
3. The GRANTEE agrees that the STATE shall have the right to inspect and make copies of any books, records or reports pertaining to this contract or matters related thereto during regular office hours. The GRANTEE shall maintain and make available for inspection by the STATE accurate records of all of its costs, disbursements and receipts with respect to its activities under this contract. Such accounts, documents, and records shall be retained by the GRANTEE for at least five years following project termination or issuance of final payment, whichever is later.
4. The GRANTEE shall use a generally accepted accounting system.

#### **I. Use of Facilities**

1. The GRANTEE agrees that the GRANTEE shall operate and maintain the property acquired or developed with the GRANT MONIES, for the duration of the Contract Performance Period.
2. The GRANTEE agrees that, during the Contract Performance Period, the GRANTEE shall use the property acquired or developed with GRANT MONIES under this contract only for the purposes of this grant and no other use, sale, or other disposition or change of the use of the property to one not consistent with its purpose shall be permitted except as authorized by the STATE and the property shall be replaced with property of equivalent value and usefulness as determined by the STATE.
3. The property acquired or developed may be transferred to another entity if the successor entity assumes the obligations imposed under this CONTRACT and with the approval of STATE.
4. Any real Property (including any portion of it or any interest in it) may not be used as security for any debt or mitigation, without the written approval of the STATE provided that such approval shall not be unreasonably withheld as long as the purposes for which the Grant was awarded are maintained. Any such permission that is granted does not make the STATE a guarantor or a surety for any debt or mitigation, nor does it waive the STATE'S rights to enforce performance under the Grant CONTRACT.

5. All real property, or rights thereto, acquired with GRANT MONIES shall be subject to an appropriate form of restrictive title, rights, or covenants approved by the STATE. If the project property is taken by use of eminent domain, GRANTEE shall reimburse STATE an amount at least equal to the amount of GRANT MONIES received from STATE or the pro-rated full market value of the real property, including improvements, at the time of sale, whichever is higher.
6. If eminent domain proceedings are initiated against GRANTEE, GRANTEE shall notify STATE within 10 days of receiving the complaint.

#### **J. Nondiscrimination**

1. The GRANTEE shall not discriminate against any person on the basis of sex, race, color, national origin, age, religion, ancestry, sexual orientation, or disability in the use of any property or facility developed pursuant to this contract.
2. The GRANTEE shall not discriminate against any person on the basis of residence except to the extent that reasonable differences in admission or other fees may be maintained on the basis of residence and pursuant to law.
3. All facilities shall be open to members of the public generally, except as noted under the special provisions of this project contract or under provisions of the enabling legislation and/or grant program.

#### **K. Severability**

If any provision of this CONTRACT or the application thereof is held invalid, that invalidity shall not affect other provisions or applications of the CONTRACT which can be given effect without the invalid provision or application, and to this end the provisions of this CONTRACT are severable.

#### **L. Liability**

1. STATE assumes no responsibility for assuring the safety or standards of construction, site improvements or programs related to the GRANT SCOPE. The STATE'S rights under this CONTRACT to review, inspect and approve the GRANT SCOPE and any final plans of implementation shall not give rise to any warranty or representation that the GRANT SCOPE and any plans or improvements are free from hazards or defects.
2. GRANTEE will secure adequate liability insurance, performance bond, and/or other security necessary to protect the GRANTEE'S and STATE'S interest against poor workmanship, fraud, or other potential loss associated with completion of the grant project.

#### **M. Assignability**



Without the written consent of the STATE, the GRANTEE’S interest in and responsibilities under this CONTRACT shall not be assignable by the GRANTEE either in whole or in part.

**N. Use of Grant Monies**

GRANTEE shall not use any grant funds (including any portion thereof) for the purpose of making any leverage loan, pledge, promissory note or similar financial device or transaction, without: 1) the prior written approval of the STATE; and 2) any financial or legal interests created by any such leverage loan, pledge, promissory note or similar financial device or transaction in the project property shall be completely subordinated to this CONTRACT through a Subordination Agreement provided and approved by the STATE, signed by all parties involved in the transaction, and recorded in the County Records against the fee title of the project property.

**O. Section Headings**

The headings and captions of the various sections of this CONTRACT have been inserted only for the purpose of convenience and are not a part of this CONTRACT and shall not be deemed in any manner to modify, explain, or restrict any of the provisions of this CONTRACT.

**P. Waiver**

Any failure by a party to enforce its rights under this CONTRACT, in the event of a breach, shall *not* be construed as a waiver of said rights; and the waiver of any breach under this CONTRACT shall *not* be construed as a waiver of any subsequent breach.

City of Fowler  
GRANTEE

By: \_\_\_\_\_  
Signature of Authorized Representative

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

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

STATE OF CALIFORNIA  
DEPARTMENT OF PARKS AND RECREATION

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

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





## **CITY COUNCIL OF THE CITY OF FOWLER**

ITEM NO: 9-Ai

### **REPORT TO THE CITY COUNCIL**

April 5, 2022

**FROM** SCOTT CROSS, City Attorney

### **SUBJECT**

APPROVE Resolution No. 2553, 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. 2553 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. 2553

## **RESOLUTION NO. 2553**

### **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 5<sup>th</sup> day of April 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: 9-Bi

### **REPORT TO THE CITY COUNCIL**

April 5, 2022

**FROM** DAVID PETERS, City Engineer

### **SUBJECT**

CONSIDER alternatives and provide staff direction regarding potential request to Caltrans to add median treatment to the State Route 99 improvement project.

### **RECOMMENDATION**

Select an alternative and direct staff to request adding median barrier treatments within Fowler city limits.

### **BACKGROUND**

Caltrans is currently beginning construction on an improvement project on State Route 99 from Fowler to Selma to add additional lanes to the freeway. The project will construct a concrete median barrier in the area currently occupied by oleanders to accommodate the additional lane. There is an opportunity to add City themed stenciling on the barrier within the Fowler city limits. The project will cost \$67M and will be completed by Fall 2023.

### **ENVIRONMENTAL REVIEW**

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

### **FISCAL IMPACT**

None. The median treatments would be paid for as part of the Caltrans project.

## **CONFLICT OF INTEREST**

Staff is not aware of any conflicts of interest.

### **Attachments**

- None