



CITY COUNCIL MEETING

TUESDAY, JANUARY 16, 2024 at 6:00 PM

CITY COUNCIL CHAMBER – 128 SOUTH 5TH STREET, FOWLER, CA 93625

AGENDA

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

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

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.

<https://us06web.zoom.us/j/82257633809?pwd=UJOmAqWTyp4fZoUNc3U2EMFMHw06pw.0hE0bn0x77bJvhPV>

Telephone Number: (253) 215-8782
Meeting ID: 822 5763 3809
Passcode: 402360

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 <https://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. APPROVAL OF AGENDA

4. INVOCATION BY YVONNE HERNANDEZ, RECREATION AND SENIOR CENTER SUPERVISOR

5. PLEDGE OF ALLEGIANCE

6. CEREMONIAL PRESENTATIONS

A. Swearing in of Police Officer Giovanni Alvarado

7. 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.

8. 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.

A. RATIFY Warrants for January 16, 2024

B. APPROVE Minutes of the December 19, 2023 City Council Meeting

C. APPROVE Resolution No. 2696 adopting the monthly employee share of health benefits premiums for calendar year 2024

D. APPROVE Position Authorization Resolution No. 2697 converting one Maintenance Assistant to Maintenance Worker.

E. RECEIVE AND FILE an external funding productivity report

- F. APPROVE a Revised and Restated Disposition and Development Agreement between the City of Fowler and Bill Purewal for the 0.265 acre property located at the southeast corner of North 6th and East Tuolumne Streets (APN 343-142-14T), more commonly known as the Fowler Christian Church, and authorize the City Manager to execute the Agreement.
- G. ADOPT Resolution No. 2701 to approve a revised Trash Enclosure Standard
- H. Actions pertaining to the Tract 5952:
 - 1) APPROVE Resolution No. 2702 to accept the public improvements related to Tract 5952 upon receipt of the maintenance bond required by the subdivision agreement
 - 2) DIRECT the City Engineer to file the notice of completion and release the bonds associated with Tract 5952.

9. CONTESTED CONSENT CALENDAR

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

10. GENERAL ADMINISTRATION

Planning

- A. APPROVE Resolution No. 2700, approving updated fee schedules for Planning Fees and Development Impacts Fees for 2024.
- B. PROVIDE STAFF DIRECTION regarding the dedication of certain stormwater retention basins.
- C. PROVIDE STAFF DIRECTION regarding potential economic development incentives related to CUP No. 22-41 (APN 345-180-30).

Public Works

- A. PROVIDE STAFF DIRECTION regarding water tower rehabilitation

11. STAFF COMMUNICATIONS

12. COUNCILMEMBER REPORTS AND COMMENTS

13. CLOSED SESSION

- A. Government Code Section 54956.9(d)(2)
Conference with legal counsel - Anticipated litigation
Significant exposure to litigation
One potential case

B. Government Code Section 54957(a)
Threat to public services or facilities
Consultation with:
Thomas W. Gaffery IV, Assistant City Manager
Eric M. Rocha, Public Works Director

C. Government Code Section 54957
Public Employee Performance Evaluation
Title: City Manager

14. RECONVENE INTO OPEN SESSION AND REPORT ACTION

15. ADJOURN

Next Ordinance No. 2024-01
Next Resolution No. 2703

CERTIFICATION: I, Angela Vasquez, City Clerk of the City of Fowler, California, hereby certify that the foregoing agenda was posted for public review on Friday, January 12, 2024.

Angela Vasquez, CPMC
City Clerk

CITY OF FOWLER
WARRANTS LIST
January 16, 2024

<u>ACCOUNTS PAYABLE CHECKS</u>	<u>CHECK NUMBERS</u>	<u>CHECK DATES</u>	<u>AMOUNT</u>
Regular checks	42237 - 42342	December 20 thru January 10	\$ 15,395,747.67
TOTAL ACCOUNTS PAYABLE CHECKS			\$ 15,395,747.67
 <u>PAYROLL COSTS</u>			
Second December Bi-Monthly Payroll		December 31, 2023	\$ 113,145.87
First January Bi-Monthly Payroll		January 15, 2024	\$ 125,304.12
TOTAL PAYROLL COSTS			\$ 238,449.99
TOTAL CASH DISBURSEMENTS			\$ 15,634,197.66

NOTE:

Check # 42254	Void Check
Check # 42255	Void Check
Check # 42262	Void Check
Check # 42320	Void Check
Check # 42321	Void Check

SUPERION
DATE: 01/11/2024
TIME: 12:55:10

CITY OF FOWLER
CHECK REGISTER - DISBURSEMENT FUND

PAGE NUMBER: 1
ACCTPA21

SELECTION CRITERIA: transact.check_no between '42237' and '42342'
ACCOUNTING PERIOD: 7/24

FUND - 100 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DEPT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1001	42237	12/20/23	14519	AMAZON CAPITAL SERVICES	6400	TRUNK OR TREAT	0.00	359.68
1001	42237	12/20/23	14519	AMAZON CAPITAL SERVICES	6150	SUPP SCREEN PROT-PLNG	0.00	20.69
TOTAL CHECK							0.00	380.37
1001	42238	12/20/23	14955	ARTEMIO TAPIA	500	UB REFUND	0.00	87.93
1001	42239	12/20/23	12489	BATTERY SYSTEMS INC	6200	BATTERY STREETS	0.00	131.80
1001	42240	12/20/23	12654	COMCAST	6170	ETHERNET SVC NOV 23	0.00	779.65
1001	42241	12/20/23	10074	CSJVRMA	6400	WC 23-24 3RD QTR	0.00	1,089.18
1001	42241	12/20/23	10074	CSJVRMA	8500	WC 23-24 3RD QTR	0.00	544.59
1001	42241	12/20/23	10074	CSJVRMA	6700	WC 23-24 3RD QTR	0.00	544.59
1001	42241	12/20/23	10074	CSJVRMA	6130	WC 23-24 3RD QTR	0.00	544.59
1001	42241	12/20/23	10074	CSJVRMA	6080	WC 23-24 3RD QTR	0.00	24,716.97
1001	42241	12/20/23	10074	CSJVRMA	6120	WC 23-24 3RD QTR	0.00	17,426.88
1001	42241	12/20/23	10074	CSJVRMA	5000	WC 23-24 3RD QTR	0.00	12,174.03
1001	42241	12/20/23	10074	CSJVRMA	5000	WC 23-24 3RD QTR	0.00	11,436.39
1001	42241	12/20/23	10074	CSJVRMA	6020	WC 23-24 3RD QTR	0.00	5,445.90
1001	42241	12/20/23	10074	CSJVRMA	6260	WC 23-24 3RD QTR	0.00	4,901.31
1001	42241	12/20/23	10074	CSJVRMA	6160	WC 23-24 3RD QTR	0.00	3,812.13
1001	42241	12/20/23	10074	CSJVRMA	6200	WC 23-24 3RD QTR	0.00	3,267.54
1001	42241	12/20/23	10074	CSJVRMA	6030	WC 23-24 3RD QTR	0.00	2,178.36
1001	42241	12/20/23	10074	CSJVRMA	6025	WC 23-24 3RD QTR	0.00	1,633.77
1001	42241	12/20/23	10074	CSJVRMA	6150	WC 23-24 3RD QTR	0.00	1,633.77
TOTAL CHECK							0.00	91,350.00
1001	42242	12/20/23	14122	DTA	5000	WTR RATE-OUT OF SCOPE	0.00	14,307.00
1001	42243	12/20/23	10104	FPOA	100	EMP DED 12/15/23	0.00	200.00
1001	42244	12/20/23	11018	HOME DEPOT CREDIT SERVIC	6260	SUPPLIES PARKS	0.00	10.81
1001	42244	12/20/23	11018	HOME DEPOT CREDIT SERVIC	6260	SUPPLIES PARKS	0.00	9.73
1001	42244	12/20/23	11018	HOME DEPOT CREDIT SERVIC	6200	SUPPLIES STREETS	0.00	27.22
1001	42244	12/20/23	11018	HOME DEPOT CREDIT SERVIC	6200	SUPPLIES STREETS	0.00	323.26
1001	42244	12/20/23	11018	HOME DEPOT CREDIT SERVIC	6200	SUPPLIES STREETS	0.00	325.26
1001	42244	12/20/23	11018	HOME DEPOT CREDIT SERVIC	6200	SUPPLIES STREETS	0.00	371.93
1001	42244	12/20/23	11018	HOME DEPOT CREDIT SERVIC	5000	SUPPLIES WATER	0.00	383.64
1001	42244	12/20/23	11018	HOME DEPOT CREDIT SERVIC	6200	SUPPLIES STREETS	0.00	581.07
TOTAL CHECK							0.00	2,032.92
1001	42245	12/20/23	14956	JOSEFINA HERNANDEZ	6120	REIM DUTY JACKET-PD	0.00	102.58
1001	42246	12/20/23	12076	KEY DESIGN LOCKSMITHING	6150	SUPP KEYS-PLANNING	0.00	13.08
1001	42247	12/20/23	14484	MARIO ALMARAZ	6700	XMAS MUSIC-SEN LUNCH	0.00	250.00
1001	42248	12/20/23	10819	MID COUNTY FIRE EXTINGUI	6200	FIRE EXT. MAINTENANCE	0.00	3,042.00
1001	42249	12/20/23	10215	NELSON HARDWARE & GIFTS	6200	SUPP WAND-STREETS	0.00	46.62
1001	42250	12/20/23	10237	P G & E - SACRAMENTO	5000	325 S. 5TH 12/08/23	0.00	205.25

SUPERION
DATE: 01/11/2024
TIME: 12:55:10

CITY OF FOWLER
CHECK REGISTER - DISBURSEMENT FUND

PAGE NUMBER: 2
ACCTPA21

Section 8, Item A.

SELECTION CRITERIA: transact.check_no between '42237' and '42342'
ACCOUNTING PERIOD: 7/24

FUND - 100 - GENERAL FUND

CASH	ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DEPT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1001		42251	12/20/23	14958	PACIFIC GRAIN & FOODS	500	UB REFUND	0.00	40.03
1001		42252	12/20/23	14959	PACIFIC GRAIN & FOODS	500	UB REFUND	0.00	39.80
1001		42253	12/20/23	14433	PRICE PAIGE & COMPANY CP	6030	AUDIT SUPPORT 22-23	0.00	2,851.00
1001		42256	12/20/23	13655	PROVOST & PRITCHARD	6150	PLN LLA 22-40	0.00	93.00
1001		42256	12/20/23	13655	PROVOST & PRITCHARD	6150	ENG SVC 22-47	0.00	125.20
1001		42256	12/20/23	13655	PROVOST & PRITCHARD	6150	PLN LLA 23-09	0.00	188.00
1001		42256	12/20/23	13655	PROVOST & PRITCHARD	6150	ENG TR 6274	0.00	191.00
1001		42256	12/20/23	13655	PROVOST & PRITCHARD	6150	ENG CUP 21-24	0.00	203.50
1001		42256	12/20/23	13655	PROVOST & PRITCHARD	6150	PLN CUP 22-48	0.00	264.60
1001		42256	12/20/23	13655	PROVOST & PRITCHARD	6150	PLN CUP 23-15	0.00	277.50
1001		42256	12/20/23	13655	PROVOST & PRITCHARD	6150	ENG TR5952	0.00	283.25
1001		42256	12/20/23	13655	PROVOST & PRITCHARD	6150	PLN VAC RANU 22-18	0.00	294.00
1001		42256	12/20/23	13655	PROVOST & PRITCHARD	6150	ENG TR6274	0.00	310.70
1001		42256	12/20/23	13655	PROVOST & PRITCHARD	6150	ENG SPR 22-21	0.00	318.75
1001		42256	12/20/23	13655	PROVOST & PRITCHARD	6150	REZONE APP 22-10	0.00	330.60
1001		42256	12/20/23	13655	PROVOST & PRITCHARD	6150	PLN TTM TR6381	0.00	360.00
1001		42256	12/20/23	13655	PROVOST & PRITCHARD	6150	ENG FM TR6405	0.00	404.90
1001		42256	12/20/23	13655	PROVOST & PRITCHARD	6150	PLN SPR 23-34	0.00	426.70
1001		42256	12/20/23	13655	PROVOST & PRITCHARD	6150	PLN COMM GRANT	0.00	434.00
1001		42256	12/20/23	13655	PROVOST & PRITCHARD	6150	ENG SPR 22-54	0.00	458.50
1001		42256	12/20/23	13655	PROVOST & PRITCHARD	6170	GIS SERVICE OCT23	0.00	490.10
1001		42256	12/20/23	13655	PROVOST & PRITCHARD	6150	PLN SPR 23-24	0.00	493.50
1001		42256	12/20/23	13655	PROVOST & PRITCHARD	6150	ENG LLA 23-29	0.00	499.00
1001		42256	12/20/23	13655	PROVOST & PRITCHARD	2380	PROP 68 PM OCT23	0.00	504.00
1001		42256	12/20/23	13655	PROVOST & PRITCHARD	6150	ENG TSM 6409	0.00	609.50
1001		42256	12/20/23	13655	PROVOST & PRITCHARD	6150	ENG SPR 21-03	0.00	717.39
1001		42256	12/20/23	13655	PROVOST & PRITCHARD	6150	PLN SPR 23-13	0.00	729.18
1001		42256	12/20/23	13655	PROVOST & PRITCHARD	6150	ENG CUD 21-04	0.00	737.00
1001		42256	12/20/23	13655	PROVOST & PRITCHARD	6150	PLN LLA 23-16	0.00	773.20
1001		42256	12/20/23	13655	PROVOST & PRITCHARD	5000	WATER OPS SEP23	0.00	970.80
1001		42256	12/20/23	13655	PROVOST & PRITCHARD	6150	PLN SPR 23-32	0.00	1,025.00
1001		42256	12/20/23	13655	PROVOST & PRITCHARD	6150	PLN ZTA 23-31	0.00	1,088.80
1001		42256	12/20/23	13655	PROVOST & PRITCHARD	6150	PLN TM 22-0047	0.00	1,144.50
1001		42256	12/20/23	13655	PROVOST & PRITCHARD	6150	PLN TR5952	0.00	1,378.00
1001		42256	12/20/23	13655	PROVOST & PRITCHARD	2560	WELL #9 GRANT	0.00	1,722.50
1001		42256	12/20/23	13655	PROVOST & PRITCHARD	6200	ENCROACHMENT PERMIT	0.00	2,268.20
1001		42256	12/20/23	13655	PROVOST & PRITCHARD	6150	PLN TM 6409	0.00	2,549.08
1001		42256	12/20/23	13655	PROVOST & PRITCHARD	6150	ENG TR6381	0.00	2,618.00
1001		42256	12/20/23	13655	PROVOST & PRITCHARD	6150	ENG FM OCT23	0.00	3,286.50
1001		42256	12/20/23	13655	PROVOST & PRITCHARD	6200	ENCROACHMENT PERMIT	0.00	4,099.43
1001		42256	12/20/23	13655	PROVOST & PRITCHARD	6150	PLN CUP 23-31	0.00	54.00
1001		42256	12/20/23	13655	PROVOST & PRITCHARD	6150	ENG SPR 21-03	0.00	60.50
1001		42256	12/20/23	13655	PROVOST & PRITCHARD	6150	ENG SPR 23-32	0.00	75.00
1001		42256	12/20/23	13655	PROVOST & PRITCHARD	6150	ENG TSM 22-47	0.00	226.00
1001		42256	12/20/23	13655	PROVOST & PRITCHARD	6150	ENG TR6405	0.00	6,041.30
1001		42256	12/20/23	13655	PROVOST & PRITCHARD	6150	ENG GRANTS UNDERCROSS	0.00	8,755.00
1001		42256	12/20/23	13655	PROVOST & PRITCHARD	6200	ON CALL ENG SEP FY24	0.00	17,474.22
1001		42256	12/20/23	13655	PROVOST & PRITCHARD	6200	ON CALL ENG OCT FY24	0.00	20,545.87

SUPERION
DATE: 01/11/2024
TIME: 12:55:10

CITY OF FOWLER
CHECK REGISTER - DISBURSEMENT FUND

PAGE NUMBER: 3
ACCTPA21

SELECTION CRITERIA: transact.check_no between '42237' and '42342'
ACCOUNTING PERIOD: 7/24

FUND - 100 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DEPT	-----DESCRIPTION-----	SALES TAX	AMOUNT
TOTAL CHECK							0.00	85,899.77
1001	42257	12/20/23	14957	RUEBEN BRACAMONTE	500	UB REFUND	0.00	85.34
1001	42258	12/20/23	13543	UNIFIRST CORPORATION	6700	JANITORIAL-SN 12/14	0.00	60.36
1001	42258	12/20/23	13543	UNIFIRST CORPORATION	5000	UNIFORMS-PW	0.00	93.46
1001	42258	12/20/23	13543	UNIFIRST CORPORATION	6200	UNIFORMS-PW	0.00	93.47
TOTAL CHECK							0.00	247.29
1001	42262	12/21/23	10064	COLONIAL LIFE INSURANCE	100	TEST	0.00	47.42
1001	42262	V 12/21/23	10064	COLONIAL LIFE INSURANCE	100	TEST	0.00	-47.42
TOTAL CHECK							0.00	0.00
1001	42263	12/27/23	14519	AMAZON CAPITAL SERVICES	6120	HAND SANITIZER-PD	0.00	15.95
1001	42263	12/27/23	14519	AMAZON CAPITAL SERVICES	6120	REFLECTIVE PATCH-PD	0.00	15.99
1001	42263	12/27/23	14519	AMAZON CAPITAL SERVICES	6120	EVIDENCE TAPE-PD	0.00	18.60
1001	42263	12/27/23	14519	AMAZON CAPITAL SERVICES	6120	3 RING BINDER-PD	0.00	19.29
1001	42263	12/27/23	14519	AMAZON CAPITAL SERVICES	6120	PROJECT PAPER-PD	0.00	23.96
1001	42263	12/27/23	14519	AMAZON CAPITAL SERVICES	6120	USB FLASH DRIVE	0.00	36.20
1001	42263	12/27/23	14519	AMAZON CAPITAL SERVICES	6120	OFF SUPP-PD	0.00	54.56
1001	42263	12/27/23	14519	AMAZON CAPITAL SERVICES	6120	EXTERNAL HARD DRIVE	0.00	59.99
1001	42263	12/27/23	14519	AMAZON CAPITAL SERVICES	6120	REFLECTIVE PATCH-PD	0.00	151.31
TOTAL CHECK							0.00	395.85
1001	42264	12/27/23	10024	BSK ASSOCIATES	5000	WATER TESTING-PW	0.00	280.00
1001	42265	12/27/23	10064	COLONIAL LIFE INSURANCE	100	EMP DED DEC23	0.00	47.42
1001	42266	12/27/23	12384	PITNEY BOWES GLOBAL FINA	6020	LEASE JULY-DEC23	0.00	36.48
1001	42267	12/27/23	14928	THE RANGE PISTOL CLUB	6120	RANGE TRAINING-PD	0.00	1,450.00
1001	42268	12/27/23	13543	UNIFIRST CORPORATION	6020	MATS/MOPS 12/21/23-PW	0.00	32.14
1001	42268	12/27/23	13543	UNIFIRST CORPORATION	6700	JANITORIAL 12/21-SN	0.00	60.07
1001	42268	12/27/23	13543	UNIFIRST CORPORATION	6200	UNIFORMS 12/21-PW	0.00	85.09
1001	42268	12/27/23	13543	UNIFIRST CORPORATION	5000	UNIFORMS 12/21-PW	0.00	85.09
TOTAL CHECK							0.00	262.39
1001	42269	12/27/23	14960	UNITED SECURITY BANK	6080	INITIAL DEP 12/27/23	0.00	15,000,000.00
1001	42270	12/27/23	14259	VISUAL EDGE IT INC DBA I	6170	COPIER SVC. DEC23	0.00	2,298.21
1001	42271	12/27/23	14830	WILLDAN GROUP INC	6160	INSPECTION NOV 23	0.00	1,900.00
1001	42272	12/28/23	10104	FPOA	100	EMP DED 12/31/23	0.00	200.00
1001	42273	12/28/23	13496	KEENAN & ASSOCIATES	6030	HEALTH BENEFITS DEC23	0.00	-135.75
1001	42273	12/28/23	13496	KEENAN & ASSOCIATES	6700	HEALTH BENEFITS DEC23	0.00	867.88
1001	42273	12/28/23	13496	KEENAN & ASSOCIATES	6025	HEALTH BENEFITS DEC23	0.00	986.69
1001	42273	12/28/23	13496	KEENAN & ASSOCIATES	6150	HEALTH BENEFITS DEC23	0.00	1,018.44
1001	42273	12/28/23	13496	KEENAN & ASSOCIATES	6400	HEALTH BENEFITS DEC23	0.00	1,093.97
1001	42273	12/28/23	13496	KEENAN & ASSOCIATES	6160	HEALTH BENEFITS DEC23	0.00	1,103.47

SUPERION
DATE: 01/11/2024
TIME: 12:55:10

CITY OF FOWLER
CHECK REGISTER - DISBURSEMENT FUND

PAGE NUMBER: 4
ACCTPA21

Section 8, Item A.

SELECTION CRITERIA: transact.check_no between '42237' and '42342'
ACCOUNTING PERIOD: 7/24

FUND - 100 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DEPT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1001	42273	12/28/23	13496	KEENAN & ASSOCIATES	6020	HEALTH BENEFITS DEC23	0.00	1,633.20
1001	42273	12/28/23	13496	KEENAN & ASSOCIATES	100	HEALTH BENEFITS DEC23	0.00	2,090.37
1001	42273	12/28/23	13496	KEENAN & ASSOCIATES	6200	HEALTH BENEFITS DEC23	0.00	3,327.95
1001	42273	12/28/23	13496	KEENAN & ASSOCIATES	6260	HEALTH BENEFITS DEC23	0.00	4,684.52
1001	42273	12/28/23	13496	KEENAN & ASSOCIATES	5000	HEALTH BENEFITS DEC23	0.00	4,866.93
1001	42273	12/28/23	13496	KEENAN & ASSOCIATES	6120	HEALTH BENEFITS DEC23	0.00	9,133.96
TOTAL	CHECK						0.00	30,671.63
1001	42274	12/28/23	13647	SUN LIFE FINANCIAL	8500	DENTAL BENEFIT DEC23	0.00	6.65
1001	42274	12/28/23	13647	SUN LIFE FINANCIAL	6700	DENTAL BENEFIT DEC23	0.00	33.52
1001	42274	12/28/23	13647	SUN LIFE FINANCIAL	6400	DENTAL BENEFIT DEC23	0.00	40.22
1001	42274	12/28/23	13647	SUN LIFE FINANCIAL	6150	DENTAL BENEFIT DEC23	0.00	49.67
1001	42274	12/28/23	13647	SUN LIFE FINANCIAL	6025	DENTAL BENEFIT DEC23	0.00	64.28
1001	42274	12/28/23	13647	SUN LIFE FINANCIAL	6030	DENTAL BENEFIT DEC23	0.00	80.58
1001	42274	12/28/23	13647	SUN LIFE FINANCIAL	6160	DENTAL BENEFIT DEC23	0.00	124.09
1001	42274	12/28/23	13647	SUN LIFE FINANCIAL	6020	DENTAL BENEFIT DEC23	0.00	144.54
1001	42274	12/28/23	13647	SUN LIFE FINANCIAL	6200	DENTAL BENEFIT DEC23	0.00	241.38
1001	42274	12/28/23	13647	SUN LIFE FINANCIAL	6260	DENTAL BENEFIT DEC23	0.00	345.87
1001	42274	12/28/23	13647	SUN LIFE FINANCIAL	5000	DENTAL BENEFIT DEC23	0.00	374.11
1001	42274	12/28/23	13647	SUN LIFE FINANCIAL	6120	DENTAL BENEFIT DEC23	0.00	874.14
1001	42274	12/28/23	13647	SUN LIFE FINANCIAL	100	DENTAL BENEFIT DEC23	0.00	874.70
TOTAL	CHECK						0.00	3,253.75
1001	42275	12/28/23	11335	VISION SERVICE PLAN - (C	8500	VISION BENEFIT DEC23	0.00	1.77
1001	42275	12/28/23	11335	VISION SERVICE PLAN - (C	6700	VISION BENEFIT DEC23	0.00	9.85
1001	42275	12/28/23	11335	VISION SERVICE PLAN - (C	6400	VISION BENEFIT DEC23	0.00	11.82
1001	42275	12/28/23	11335	VISION SERVICE PLAN - (C	6150	VISION BENEFIT DEC23	0.00	13.78
1001	42275	12/28/23	11335	VISION SERVICE PLAN - (C	6025	VISION BENEFIT DEC23	0.00	17.73
1001	42275	12/28/23	11335	VISION SERVICE PLAN - (C	6030	VISION BENEFIT DEC23	0.00	22.83
1001	42275	12/28/23	11335	VISION SERVICE PLAN - (C	6160	VISION BENEFIT DEC23	0.00	35.43
1001	42275	12/28/23	11335	VISION SERVICE PLAN - (C	6020	VISION BENEFIT DEC23	0.00	41.34
1001	42275	12/28/23	11335	VISION SERVICE PLAN - (C	6200	VISION BENEFIT DEC23	0.00	50.41
1001	42275	12/28/23	11335	VISION SERVICE PLAN - (C	5000	VISION BENEFIT DEC23	0.00	99.05
1001	42275	12/28/23	11335	VISION SERVICE PLAN - (C	6260	VISION BENEFIT DEC23	0.00	121.27
1001	42275	12/28/23	11335	VISION SERVICE PLAN - (C	100	VISION BENEFIT DEC23	0.00	233.20
1001	42275	12/28/23	11335	VISION SERVICE PLAN - (C	6120	VISION BENEFIT DEC23	0.00	244.17
TOTAL	CHECK						0.00	902.65
1001	42276	12/28/23	14290	XEROX FINANCIAL SERVICES	6170	LEASE 12/1-12/31/23	0.00	1,515.43
1001	42277	01/03/24	11689	A & C TIRE SERVICE	5000	TIRE REPAIR TRUCK#3	0.00	20.00
1001	42278	01/03/24	10007	ALERT-O-LITE, INC	6200	SUPPLIES STREETS	0.00	12.99
1001	42278	01/03/24	10007	ALERT-O-LITE, INC	6200	SUPP-PAINT-ST	0.00	37.11
TOTAL	CHECK						0.00	50.10
1001	42279	01/03/24	14519	AMAZON CAPITAL SERVICES	6020	SUPPLIES-ADMIN	0.00	26.85
1001	42279	01/03/24	14519	AMAZON CAPITAL SERVICES	6150	SUPPLIES PLANNING	0.00	93.02
TOTAL	CHECK						0.00	119.87
1001	42280	01/03/24	10549	AT&T MOBILITY	6170	FIRSTNET-PD DEC23	0.00	888.90

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FUND - 100 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DEPT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1001	42281	01/03/24	14330	B&P PEST PROS	6020	PEST CONT-CH DEC23	0.00	90.00
1001	42281	01/03/24	14330	B&P PEST PROS	6130	PEST CON-FIRE DEC23	0.00	95.00
1001	42281	01/03/24	14330	B&P PEST PROS	6700	PEST CONT-SC DEC23	0.00	95.00
TOTAL	CHECK						0.00	280.00
1001	42282	01/03/24	11792	CA BUILDING STANDARDS CO	6160	CA BSASRF OCT23-DEC23	0.00	198.00
1001	42283	01/03/24	10064	COLONIAL LIFE INSURANCE	100	EMP DED DEC23	0.00	47.42
1001	42284	01/03/24	10070	COUNTY OF FRESNO TREASUR	6030	BUS CARD-CARRILLO	0.00	148.82
1001	42284	01/03/24	10070	COUNTY OF FRESNO TREASUR	6020	JR AMBASSADOR AD	0.00	173.30
TOTAL	CHECK						0.00	322.12
1001	42285	01/03/24	14702	DAVE'S AUTO SERVICE	5000	SERVICE F150-PW	0.00	566.06
1001	42286	01/03/24	11282	DAWSON MAULDIN CONSTRUCT	7500	FLAGPOLE DONNY WRIGHT	0.00	23,893.00
1001	42287	01/03/24	10088	DEPARTMENT OF CONSERVATI	6160	CASEISMIC OCT23-DEC23	0.00	626.34
1001	42288	01/03/24	14634	DEWBERRY ARCHITECTS INC	7200	PD SENIOR CTR DESIGN	0.00	35,216.74
1001	42289	01/03/24	10108	FIVE CITIES EDA - EDC	6020	Q2 EDA OCT-DEC23	0.00	778.62
1001	42290	01/03/24	10145	HINDERLITER, DELLAMAS &	6030	CONT SVC OCT-DEC23	0.00	300.00
1001	42291	01/03/24	10201	METRO UNIFORM & ACCESSOR	6120	ACAD UNIFORM-ALVARADO	0.00	784.67
1001	42291	01/03/24	10201	METRO UNIFORM & ACCESSOR	6120	UNIFORM-ALVARADO	0.00	931.56
TOTAL	CHECK						0.00	1,716.23
1001	42292	01/03/24	14428	NAVIA BENEFIT SOLUTIONS	6020	COBRA-DEC23	0.00	36.45
1001	42293	01/03/24	10215	NELSON HARDWARE & GIFTS	6200	SUPPLIES-ST	0.00	-45.55
1001	42293	01/03/24	10215	NELSON HARDWARE & GIFTS	6700	SUPP-SNR CTR	0.00	14.09
1001	42293	01/03/24	10215	NELSON HARDWARE & GIFTS	6200	SUPPLIES-ST	0.00	34.19
1001	42293	01/03/24	10215	NELSON HARDWARE & GIFTS	6200	SUPPLIES-ST	0.00	71.55
TOTAL	CHECK						0.00	74.28
1001	42294	01/03/24	14843	O'REILLY AUTO PARTS	6200	BATTERY TRUCK#4-PW	0.00	154.62
1001	42294	01/03/24	14843	O'REILLY AUTO PARTS	5000	BATTERY FORDF350-PW	0.00	162.45
1001	42294	01/03/24	14843	O'REILLY AUTO PARTS	5000	F350 BREAKS-PW	0.00	711.13
TOTAL	CHECK						0.00	1,028.20
1001	42295	01/03/24	10237	P G & E - SACRAMENTO	6200	SUMNER/MOGNOLA DEC23	0.00	5.32
1001	42295	01/03/24	10237	P G & E - SACRAMENTO	6200	692 HILL AVE 12/21/23	0.00	6.32
1001	42295	01/03/24	10237	P G & E - SACRAMENTO	6200	429 E MERCED 12/22/23	0.00	7.39
1001	42295	01/03/24	10237	P G & E - SACRAMENTO	6200	SUMNER/HW99 12/14/23	0.00	10.63
1001	42295	01/03/24	10237	P G & E - SACRAMENTO	6200	LS1-F HWY LT 12/14/23	0.00	10.76
1001	42295	01/03/24	10237	P G & E - SACRAMENTO	6200	TSFR 3LTS 12/14/23	0.00	11.38
1001	42295	01/03/24	10237	P G & E - SACRAMENTO	6200	LS1-E HWY LT 12/14/23	0.00	12.38
1001	42295	01/03/24	10237	P G & E - SACRAMENTO	6200	WALTER/FRES 12/14/23	0.00	14.23
1001	42295	01/03/24	10237	P G & E - SACRAMENTO	6200	8TH/VINE 12/14/23	0.00	15.43
1001	42295	01/03/24	10237	P G & E - SACRAMENTO	6200	ADAMS/DEEAN 12/14/23	0.00	17.35

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FUND - 100 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DEPT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1001	42295	01/03/24	10237	P G & E - SACRAMENTO	6200	LS1-A HWY LT 12/14/23	0.00	19.65
1001	42295	01/03/24	10237	P G & E - SACRAMENTO	6200	TR5090 12/14/23	0.00	25.47
1001	42295	01/03/24	10237	P G & E - SACRAMENTO	6200	LS2-A HWY LT 12/14/23	0.00	37.22
1001	42295	01/03/24	10237	P G & E - SACRAMENTO	6200	TEMP/PARL 12/14/23	0.00	37.22
1001	42295	01/03/24	10237	P G & E - SACRAMENTO	6200	LS1-F HWY LT 12/14/23	0.00	42.47
1001	42295	01/03/24	10237	P G & E - SACRAMENTO	6200	TRACT 5834 12/14/23	0.00	53.97
1001	42295	01/03/24	10237	P G & E - SACRAMENTO	6200	LS2-A HWY LT 12/14/23	0.00	55.47
1001	42295	01/03/24	10237	P G & E - SACRAMENTO	6200	3079 MANN 12/20/23	0.00	82.53
1001	42295	01/03/24	10237	P G & E - SACRAMENTO	5000	679 S KAND 12/20/23	0.00	82.92
1001	42295	01/03/24	10237	P G & E - SACRAMENTO	6200	TR5041 12/14/23	0.00	97.42
1001	42295	01/03/24	10237	P G & E - SACRAMENTO	5000	721 E BONIA 12/21/23	0.00	98.74
1001	42295	01/03/24	10237	P G & E - SACRAMENTO	6200	TRACT 5212 12/14/23	0.00	113.36
1001	42295	01/03/24	10237	P G & E - SACRAMENTO	6200	T5088 12/14/23	0.00	120.82
1001	42295	01/03/24	10237	P G & E - SACRAMENTO	6200	GLDST/VLY DR 12/14/23	0.00	175.02
1001	42295	01/03/24	10237	P G & E - SACRAMENTO	6200	ADAMS/TEMP 12/14/23	0.00	177.24
1001	42295	01/03/24	10237	P G & E - SACRAMENTO	6200	SOUTH&SUNNY 12/14/23	0.00	185.53
1001	42295	01/03/24	10237	P G & E - SACRAMENTO	6200	CLAYTON/ARMS 12/14/23	0.00	220.74
1001	42295	01/03/24	10237	P G & E - SACRAMENTO	6200	LS1-C HWY 12/14/23	0.00	314.72
1001	42295	01/03/24	10237	P G & E - SACRAMENTO	6200	LS1-F HWY LT 12/14/23	0.00	388.69
1001	42295	01/03/24	10237	P G & E - SACRAMENTO	6200	630 W FRESNO 12/20/23	0.00	428.25
1001	42295	01/03/24	10237	P G & E - SACRAMENTO	6200	LS1-A 12/14/23	0.00	749.86
1001	42295	01/03/24	10237	P G & E - SACRAMENTO	6200	LS2-A HWY LT 12/14/23	0.00	838.85
1001	42295	01/03/24	10237	P G & E - SACRAMENTO	6200	LS1-E HWY LT 12/14/23	0.00	1,060.78
1001	42295	01/03/24	10237	P G & E - SACRAMENTO	6200	LS2-A HWY LT 12/14/23	0.00	1,294.96
TOTAL	CHECK						0.00	6,813.09
1001	42296	01/03/24	14961	POLICE SCIENCE INSTITUTE	6120	TRNG-TOBAR/ALVARADO	0.00	1,450.00
1001	42297	01/03/24	10249	QUILL	6200	JANITORIAL SUPPS-PW	0.00	18.72
1001	42297	01/03/24	10249	QUILL	6020	OFFICE SUPP-ADMIN	0.00	29.84
TOTAL	CHECK						0.00	48.56
1001	42298	01/03/24	13354	QUINN CAT	6260	BOOM TRUCK RPR-PW	0.00	1,000.00
1001	42298	01/03/24	13354	QUINN CAT	5000	BOOM TRUCK RPR-PW	0.00	1,000.00
1001	42298	01/03/24	13354	QUINN CAT	6200	BOOM TRUCK RPR-PW	0.00	7,500.20
TOTAL	CHECK						0.00	9,500.20
1001	42299	01/03/24	14479	RG POWER	6260	SUPPLIES-PARKS	0.00	24.59
1001	42299	01/03/24	14479	RG POWER	6200	SUPPLIES-ST	0.00	24.59
1001	42299	01/03/24	14479	RG POWER	6260	SUPP BLADES-PARKS	0.00	224.95
1001	42299	01/03/24	14479	RG POWER	6200	SUPP BLADES-ST	0.00	224.96
TOTAL	CHECK						0.00	499.09
1001	42300	01/03/24	10518	SIGNMAX!	5000	SUPP SIGN-WATER	0.00	416.06
1001	42301	01/03/24	14358	SPARKLETTS	6020	WTR SVC DEC23	0.00	156.07
1001	42301	01/03/24	14358	SPARKLETTS	6120	WTR SVC DEC23	0.00	156.08
TOTAL	CHECK						0.00	312.15
1001	42302	01/03/24	13135	STATE WATER RESOURCE CON	5000	WATER FEES FY23/24	0.00	7,181.40
1001	42303	01/03/24	10763	SUNBELT RENTALS	6200	XMAS ON MERCED RENTAL	0.00	533.76

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Section 8, Item A.

SELECTION CRITERIA: transact.check_no between '42237' and '42342'
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FUND - 100 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DEPT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1001	42304	01/03/24	13543	UNIFIRST CORPORATION	6700	JANITORIAL-SN DEC23	0.00	67.20
1001	42304	01/03/24	13543	UNIFIRST CORPORATION	6200	UNIFORMS-PW DEC23	0.00	105.53
1001	42304	01/03/24	13543	UNIFIRST CORPORATION	5000	UNIFORMS-PW DEC23	0.00	105.54
TOTAL	CHECK						0.00	278.27
1001	42305	01/03/24	10725	VERIZON WIRELESS	6170	CELL NOV/DEC23-PW	0.00	398.39
1001	42306	01/03/24	14856	WEST COAST ARBORISTS, IN	6260	RPLC GRANT TREE-PARKS	0.00	1,040.00
1001	42307	01/10/24	14963	ALEX ROSSOTTI	500	UB REFUND	0.00	100.00
1001	42308	01/10/24	14519	AMAZON CAPITAL SERVICES	6200	SUPPLIES-ST	0.00	18.51
1001	42308	01/10/24	14519	AMAZON CAPITAL SERVICES	5000	SUPPLIES-WTR	0.00	60.66
1001	42308	01/10/24	14519	AMAZON CAPITAL SERVICES	6200	SUPPLIES-ST	0.00	75.18
TOTAL	CHECK						0.00	154.35
1001	42309	01/10/24	14867	ASHLEY PANELLA	6700	PAINT CLASS-SN CTR	0.00	150.00
1001	42309	01/10/24	14867	ASHLEY PANELLA	6700	PAINT CLASS-SN CTR	0.00	150.00
TOTAL	CHECK						0.00	300.00
1001	42310	01/10/24	10026	BCT CONSULTING	6170	EMAIL SUPP JAN24	0.00	799.95
1001	42310	01/10/24	10026	BCT CONSULTING	6170	VOIP/XOBEE JAN24	0.00	913.73
1001	42310	01/10/24	10026	BCT CONSULTING	6170	NETWORK SUPP JAN24	0.00	2,096.42
1001	42310	01/10/24	10026	BCT CONSULTING	6170	MANAGED SUPP JAN24	0.00	3,220.00
TOTAL	CHECK						0.00	7,030.10
1001	42311	01/10/24	14782	BEN YEAGER	6700	SANTA-SN CTR	0.00	50.00
1001	42312	01/10/24	10025	BUFORD OIL COMPANY	6120	FUEL-SHOP N GO	0.00	128.86
1001	42313	01/10/24	14131	SWEEPING CORP OF AMERICA	2250	STREET SWEEP DEC23	0.00	3,325.00
1001	42313	01/10/24	14131	SWEEPING CORP OF AMERICA	2250	LEAF SERVICE DEC23	0.00	6,020.00
TOTAL	CHECK						0.00	9,345.00
1001	42314	01/10/24	12654	COMCAST	6170	COMCAST VOICE DEC23	0.00	51.39
1001	42315	01/10/24	14356	COMCAST	6700	CABLE JAN24-SN CTR	0.00	237.92
1001	42316	01/10/24	10070	COUNTY OF FRESNO TREASUR	6150	PRINT PROPTY FLYER	0.00	45.25
1001	42316	01/10/24	10070	COUNTY OF FRESNO TREASUR	6150	PRINT ED BROCHURE	0.00	581.78
TOTAL	CHECK						0.00	627.03
1001	42317	01/10/24	10084	DEPARTMENT OF JUSTICE	6120	BLOOD ALC ANALYSIS-PD	0.00	280.00
1001	42318	01/10/24	14962	DIANA CALDERON	500	UB REFUND	0.00	55.19
1001	42319	01/10/24	14249	FOWLER ACE HARDWARE	5000	SUPPLIES-WTR	0.00	-23.78
1001	42319	01/10/24	14249	FOWLER ACE HARDWARE	5000	SUPPLIES-WTR	0.00	7.13
1001	42319	01/10/24	14249	FOWLER ACE HARDWARE	6260	SUPPLIES-PARKS	0.00	10.81
1001	42319	01/10/24	14249	FOWLER ACE HARDWARE	6260	SUPPLIES-PARKS	0.00	14.70
1001	42319	01/10/24	14249	FOWLER ACE HARDWARE	6260	SUPPLIES-PARKS	0.00	21.63

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FUND - 100 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DEPT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1001	42319	01/10/24	14249	FOWLER ACE HARDWARE	6260	SUPPLIES-PARKS	0.00	27.68
1001	42319	01/10/24	14249	FOWLER ACE HARDWARE	6260	SUPPLIES-PARKS	0.00	28.53
1001	42319	01/10/24	14249	FOWLER ACE HARDWARE	6260	SUPPLIES-PARKS	0.00	44.36
1001	42319	01/10/24	14249	FOWLER ACE HARDWARE	5000	SUPPLIES-WTR	0.00	52.99
1001	42319	01/10/24	14249	FOWLER ACE HARDWARE	6260	SUPPLIES-PARKS	0.00	67.03
TOTAL	CHECK						0.00	251.08
1001	42322	01/10/24	14252	FOWLER ACE HARDWARE	6200	SUPPLIES-ST	0.00	-18.59
1001	42322	01/10/24	14252	FOWLER ACE HARDWARE	6700	SUPPLIES-SN CTR	0.00	1.64
1001	42322	01/10/24	14252	FOWLER ACE HARDWARE	6200	SUPPLIES-ST	0.00	2.32
1001	42322	01/10/24	14252	FOWLER ACE HARDWARE	6200	SUPPLIES-ST	0.00	2.56
1001	42322	01/10/24	14252	FOWLER ACE HARDWARE	6200	SUPPLIES-ST	0.00	2.59
1001	42322	01/10/24	14252	FOWLER ACE HARDWARE	6700	SUPPLIES-SN CTR	0.00	3.02
1001	42322	01/10/24	14252	FOWLER ACE HARDWARE	6200	SUPPLIES-ST	0.00	4.97
1001	42322	01/10/24	14252	FOWLER ACE HARDWARE	6200	SUPPLIES-ST	0.00	5.40
1001	42322	01/10/24	14252	FOWLER ACE HARDWARE	6200	SUPPLIES-ST	0.00	5.40
1001	42322	01/10/24	14252	FOWLER ACE HARDWARE	6200	SUPPLIES-ST	0.00	5.40
1001	42322	01/10/24	14252	FOWLER ACE HARDWARE	6200	SUPPLIES-ST	0.00	6.47
1001	42322	01/10/24	14252	FOWLER ACE HARDWARE	6200	SUPPLIES-ST	0.00	7.53
1001	42322	01/10/24	14252	FOWLER ACE HARDWARE	6200	SUPPLIES-ST	0.00	7.56
1001	42322	01/10/24	14252	FOWLER ACE HARDWARE	6200	SUPPLIES-ST	0.00	7.56
1001	42322	01/10/24	14252	FOWLER ACE HARDWARE	6200	SUPPLIES-ST	0.00	7.56
1001	42322	01/10/24	14252	FOWLER ACE HARDWARE	6200	SUPPLIES-ST	0.00	9.30
1001	42322	01/10/24	14252	FOWLER ACE HARDWARE	6200	SUPPLIES-ST	0.00	10.45
1001	42322	01/10/24	14252	FOWLER ACE HARDWARE	6200	SUPPLIES-ST	0.00	10.80
1001	42322	01/10/24	14252	FOWLER ACE HARDWARE	6200	SUPPLIES-ST	0.00	10.81
1001	42322	01/10/24	14252	FOWLER ACE HARDWARE	6700	SUPPLIES-SN CTR	0.00	10.81
1001	42322	01/10/24	14252	FOWLER ACE HARDWARE	6200	SUPPLIES-ST	0.00	12.56
1001	42322	01/10/24	14252	FOWLER ACE HARDWARE	6200	SUPPLIES-ST	0.00	12.97
1001	42322	01/10/24	14252	FOWLER ACE HARDWARE	6200	SUPPLIES-ST	0.00	12.97
1001	42322	01/10/24	14252	FOWLER ACE HARDWARE	6200	SUPPLIES-ST	0.00	13.29
1001	42322	01/10/24	14252	FOWLER ACE HARDWARE	6200	SUPPLIES-ST	0.00	14.06
1001	42322	01/10/24	14252	FOWLER ACE HARDWARE	6200	SUPPLIES-ST	0.00	14.26
1001	42322	01/10/24	14252	FOWLER ACE HARDWARE	6200	SUPPLIES-ST	0.00	15.14
1001	42322	01/10/24	14252	FOWLER ACE HARDWARE	6200	SUPPLIES-ST	0.00	16.22
1001	42322	01/10/24	14252	FOWLER ACE HARDWARE	6200	SUPPLIES-ST	0.00	17.29
1001	42322	01/10/24	14252	FOWLER ACE HARDWARE	6200	SUPPLIES-ST	0.00	17.31
1001	42322	01/10/24	14252	FOWLER ACE HARDWARE	6200	SUPPLIES-ST	0.00	17.31
1001	42322	01/10/24	14252	FOWLER ACE HARDWARE	6200	SUPPLIES-ST	0.00	17.94
1001	42322	01/10/24	14252	FOWLER ACE HARDWARE	6200	SUPPLIES-ST	0.00	18.39
1001	42322	01/10/24	14252	FOWLER ACE HARDWARE	6200	SUPPLIES-ST	0.00	18.59
1001	42322	01/10/24	14252	FOWLER ACE HARDWARE	6200	SUPPLIES-ST	0.00	19.47
1001	42322	01/10/24	14252	FOWLER ACE HARDWARE	6200	SUPPLIES-ST	0.00	19.47
1001	42322	01/10/24	14252	FOWLER ACE HARDWARE	6200	SUPPLIES-ST	0.00	20.55
1001	42322	01/10/24	14252	FOWLER ACE HARDWARE	6200	SUPPLIES-ST	0.00	21.62
1001	42322	01/10/24	14252	FOWLER ACE HARDWARE	6200	SUPPLIES-ST	0.00	21.74
1001	42322	01/10/24	14252	FOWLER ACE HARDWARE	6200	SUPPLIES-ST	0.00	24.88
1001	42322	01/10/24	14252	FOWLER ACE HARDWARE	6200	SUPPLIES-ST	0.00	30.29
1001	42322	01/10/24	14252	FOWLER ACE HARDWARE	6700	SUPPLIES-SN CTR	0.00	32.45
1001	42322	01/10/24	14252	FOWLER ACE HARDWARE	6200	SUPPLIES-ST	0.00	34.77
1001	42322	01/10/24	14252	FOWLER ACE HARDWARE	6200	SUPPLIES-ST	0.00	38.93
1001	42322	01/10/24	14252	FOWLER ACE HARDWARE	6200	SUPPLIES-ST	0.00	38.95

SUPERION
DATE: 01/11/2024
TIME: 12:55:10

CITY OF FOWLER
CHECK REGISTER - DISBURSEMENT FUND

PAGE NUMBER: 9
ACCTPA21

SELECTION CRITERIA: transact.check_no between '42237' and '42342'
ACCOUNTING PERIOD: 7/24

FUND - 100 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DEPT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1001	42322	01/10/24	14252	FOWLER ACE HARDWARE	6200	SUPPLIES-ST	0.00	39.27
1001	42322	01/10/24	14252	FOWLER ACE HARDWARE	6200	SUPPLIES-ST	0.00	41.11
1001	42322	01/10/24	14252	FOWLER ACE HARDWARE	6700	SUPPLIES-SN CTR	0.00	41.27
1001	42322	01/10/24	14252	FOWLER ACE HARDWARE	6200	SUPPLIES-ST	0.00	64.89
1001	42322	01/10/24	14252	FOWLER ACE HARDWARE	6200	SUPPLIES-ST	0.00	97.39
TOTAL	CHECK						0.00	908.91
1001	42323	01/10/24	10488	FOWLER UNIFIED SCHOOL DI	6260	NOV23 FUEL-PARKS	0.00	244.48
1001	42323	01/10/24	10488	FOWLER UNIFIED SCHOOL DI	5000	NOV23 FUEL-WTR	0.00	764.00
1001	42323	01/10/24	10488	FOWLER UNIFIED SCHOOL DI	6200	NOV23 FUEL-ST	0.00	1,278.41
TOTAL	CHECK						0.00	2,286.89
1001	42324	01/10/24	14749	HOFFMAN SECURITY	6120	SECRTY SVC JAN24-PD	0.00	57.00
1001	42324	01/10/24	14749	HOFFMAN SECURITY	6020	MONTHLY SVC JAN24	0.00	125.00
TOTAL	CHECK						0.00	182.00
1001	42325	01/10/24	14238	INFOSEND, INC	5000	UB BILLING DEC23	0.00	1,222.46
1001	42326	01/10/24	14964	JOSEPH JIMENEZ	500	UB REFUND	0.00	100.00
1001	42327	01/10/24	12076	KEY DESIGN LOCKSMITHING	6020	SVC CALL-CITY HALL	0.00	90.00
1001	42328	01/10/24	14843	O'REILLY AUTO PARTS	6200	FLEET-PW	0.00	-274.39
1001	42328	01/10/24	14843	O'REILLY AUTO PARTS	6200	FLEET-PW	0.00	-166.49
1001	42328	01/10/24	14843	O'REILLY AUTO PARTS	6200	FLEET-PW	0.00	42.67
1001	42328	01/10/24	14843	O'REILLY AUTO PARTS	6200	F350-PW	0.00	416.22
TOTAL	CHECK						0.00	18.01
1001	42329	01/10/24	10237	P G & E - SACRAMENTO	6200	127 S 6H DEC23	0.00	4.00
1001	42329	01/10/24	10237	P G & E - SACRAMENTO	2250	1100 MANN DEC23	0.00	14.29
1001	42329	01/10/24	10237	P G & E - SACRAMENTO	2250	MANN/GLDST DEC23	0.00	14.78
1001	42329	01/10/24	10237	P G & E - SACRAMENTO	2250	300 MERCED DEC23	0.00	53.52
1001	42329	01/10/24	10237	P G & E - SACRAMENTO	2250	GLDST/MAN SIG DEC23	0.00	94.53
1001	42329	01/10/24	10237	P G & E - SACRAMENTO	2250	ADAMS&GOLDNST DEC23	0.00	96.89
1001	42329	01/10/24	10237	P G & E - SACRAMENTO	2250	MERCED/8TH DEC23	0.00	146.14
1001	42329	01/10/24	10237	P G & E - SACRAMENTO	5000	325 S 5TH JAN24	0.00	878.08
1001	42329	01/10/24	10237	P G & E - SACRAMENTO	2250	700 MERCED A DEC23	0.00	951.68
1001	42329	01/10/24	10237	P G & E - SACRAMENTO	5000	WELL SITE 8 DEC23	0.00	1,096.99
TOTAL	CHECK						0.00	3,350.90
1001	42330	01/10/24	14769	PACIFIC SOLAR	7300	SOLAR PROJ FINAL PMT	0.00	15,502.05
1001	42331	01/10/24	12384	PITNEY BOWES GLOBAL FINA	6020	OFFICE SUPP-ADMIN	0.00	117.56
1001	42332	01/10/24	10249	QUILL	6020	OFFICE SUPP-ADMIN	0.00	20.69
1001	42332	01/10/24	10249	QUILL	6010	CALENDARS-COUNCIL	0.00	30.44
1001	42332	01/10/24	10249	QUILL	6020	OFFICE SUPP-ADMIN	0.00	45.97
TOTAL	CHECK						0.00	97.10
1001	42333	01/10/24	10274	SAN JOAQUIN VAL AIR POLL	5000	WELL 7 PERMIT FEES	0.00	290.00
1001	42334	01/10/24	11489	SHOP N GO, INC.	6120	CAR WASHES 7-9/23-PD	0.00	748.00

SUPERION
DATE: 01/11/2024
TIME: 12:55:10

CITY OF FOWLER
CHECK REGISTER - DISBURSEMENT FUND

PAGE NUMBER: 10
ACCTPA21

Section 8, Item A.

SELECTION CRITERIA: transact.check_no between '42237' and '42342'
ACCOUNTING PERIOD: 7/24

FUND - 100 - GENERAL FUND									
CASH	ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DEPT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1001		42335	01/10/24	10518	SIGNMAX!	6200	SUPPLIES-ST	0.00	183.11
1001		42335	01/10/24	10518	SIGNMAX!	6200	SUPPLIES-ST	0.00	373.46
1001		42335	01/10/24	10518	SIGNMAX!	6200	SUPPLIES-ST	0.00	552.59
TOTAL CHECK								0.00	1,109.16
1001		42336	01/10/24	12443	SIMPLOT GROWER SOLUTIONS	6260	SUPPLIES-PARKS	0.00	1,001.48
1001		42337	01/10/24	10288	SMART & FINAL	6700	SUPPLIES-SN CTR	0.00	28.14
1001		42337	01/10/24	10288	SMART & FINAL	6700	SUPPLIES-SN CTR	0.00	225.89
1001		42337	01/10/24	10288	SMART & FINAL	6700	SUPPLIES-SN CTR	0.00	368.60
1001		42337	01/10/24	10288	SMART & FINAL	6700	SUPPLIES-SN CTR	0.00	426.68
TOTAL CHECK								0.00	1,049.31
1001		42338	01/10/24	10289	SOUTH COUNTY VETERINARY	6270	DISPOSAL OF ANIMAL	0.00	50.00
1001		42339	01/10/24	14814	TOYOTA MATERIAL HANDLING	6200	GEM 1-WARRANTY	0.00	547.25
1001		42340	01/10/24	13543	UNIFIRST CORPORATION	6020	MATS/MOPS-PW	0.00	79.90
1001		42340	01/10/24	13543	UNIFIRST CORPORATION	6200	UNIFORMS PW-ST	0.00	85.09
1001		42340	01/10/24	13543	UNIFIRST CORPORATION	5000	UNIFORMS PW-WTR	0.00	85.09
1001		42340	01/10/24	13543	UNIFIRST CORPORATION	6200	UNIFORMS AUG23-PW	0.00	85.09
1001		42340	01/10/24	13543	UNIFIRST CORPORATION	5000	UNIFORMS AUG23-PW	0.00	85.09
TOTAL CHECK								0.00	420.26
1001		42341	01/10/24	10725	VERIZON WIRELESS	6170	CELL NOV20-DEC19	0.00	194.60
1001		42341	01/10/24	10725	VERIZON WIRELESS	6170	CELL NOV24-DEC23	0.00	307.76
TOTAL CHECK								0.00	502.36
TOTAL CASH ACCOUNT								0.00	15,388,144.16
TOTAL FUND								0.00	15,388,144.16

SUPERION
DATE: 01/11/2024
TIME: 12:55:10

CITY OF FOWLER
CHECK REGISTER - DISBURSEMENT FUND

PAGE NUMBER: 11
ACCTPA21

Section 8, Item A.

SELECTION CRITERIA: transact.check_no between '42237' and '42342'
ACCOUNTING PERIOD: 7/24

FUND - 212 - ARPA FUNDING

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DEPT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1001	42259	12/20/23	13655	PROVOST & PRITCHARD	2120	WATER TOWER REHAB PM	0.00	449.50
1001	42260	12/20/23	14787	TOOLE DESIGN GROUP LLC	2120	VISUAL IDENTITY NOV23	0.00	500.00
TOTAL CASH ACCOUNT							0.00	949.50
TOTAL FUND							0.00	949.50

SUPERION
DATE: 01/11/2024
TIME: 12:55:10

CITY OF FOWLER
CHECK REGISTER - DISBURSEMENT FUND

PAGE NUMBER: 12
ACCTPA21

Section 8, Item A.

SELECTION CRITERIA: transact.check_no between '42237' and '42342'
ACCOUNTING PERIOD: 7/24

FUND - 258 - BIKE PED TRAILS SUST TRAN

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DEPT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1001	42261	12/20/23	14787	TOOLE DESIGN GROUP LLC	2580	FOWLER BIKE/PED TRAIL	0.00	2,272.98
1001	42342	01/10/24	14787	TOOLE DESIGN GROUP LLC	2580	FOWLER BIKE/PED TRAIL	0.00	4,381.03
TOTAL CASH ACCOUNT							0.00	6,654.01
TOTAL FUND							0.00	6,654.01
TOTAL REPORT							0.00	15,395,747.67



CITY COUNCIL MEETING

TUESDAY, DECEMBER 19, 2023 at 6:00 PM

CITY COUNCIL CHAMBER – 128 SOUTH 5TH STREET, FOWLER, CA 93625

MINUTES

1. MEETING CALLED TO ORDER

Mayor Parra called the meeting to order at 6:00 p.m.

2. ROLL CALL

PRESENT

Daniel Parra
Juan Mejia
Amarjeet Gill
Leonard Hammer

ABSENT

Karnig Kazarian

CITY STAFF PRESENT: City Manager Tucker, City Attorney Cross, Accountant Raul Carrillo, Fresno County Fire Battalion Chief Dominguez, Assistant City Manager Gaffery, Recreation Supervisor Hernandez, City Planner Marple, Finance Director Moreno, City Engineer Park, Police Chief Reid, Public Works Director Rocha, and City Clerk Vasquez.

6. CEREMONIAL PRESENTATIONS

A. Employee of the Quarter - Karla Escalante

7. PUBLIC COMMENT

Seven members of the public spoke.

8. CONSENT CALENDAR

Motion made by Mejia, Seconded by Gill.
Voting Yea: Parra, Hammer

10. STAFF COMMUNICATIONS

A. Community Development Block Grant Update - City Planner Dawn Marple

B. Code Enforcement Update - Assistant City Manager Thomas Gaffery

C. Update on separate complaints by Zaida Espana against Wilma Tucker and Yvonne Hernandez - City Attorney Scott Cross

Five members of the public spoke.

Council requested staff to provide them with the cost of the investigations and Public Records Act requests, including staff time.

Updates were also provided by City Manager Tucker, Finance Director Moreno, Assistant City Manager Gaffery, City Planner Marple, City Engineer Park, Police Chief Reid, Public Works Director Rocha, and City Clerk Vasquez.

11. COUNCILMEMBER REPORTS AND COMMENTS

Updates were provided by Mayor Pro-Tem Mejia, Councilmember Gill, Councilmember Hammer, and Mayor Parra.

Mayor Parra requested that the grants tracker sheet be added to the consent calendar at an upcoming meeting.

12. ADJOURN

Having no further business, the meeting adjourned at 7:27 p.m.



CITY COUNCIL MEETING

REPORT TO THE CITY COUNCIL

DATE: January 16, 2024

FROM: ANGELA VASQUEZ, City Clerk / Human Resources Officer

SUBJECT: APPROVE Resolution No. 2696 adopting the monthly employee share of health benefits premiums for calendar year 2024

EXECUTIVE SUMMARY

Approval of Resolution No. 2696 will set the monthly employee share of health benefit premiums for calendar year 2024.

BACKGROUND

Resolution No. 2692 (Employee Benefits Handbook) was adopted on December 19, 2023. Section 14(b) of the Employee Benefits Handbook provides that the City Council shall set the monthly employee share of health benefits premiums by resolution, generally as a part of the annual budget process. This Resolution serves to satisfy the requirement in the approved Employee Benefits Handbook and establish the monthly employee share of health benefit premiums for 2024. The monthly employee share of health benefit premiums for calendar year 2024 remains the same as in prior years.

PUBLIC NOTICE

This item does not require a public hearing and was noticed as a part of the City Council Agenda.

ENVIRONMENTAL REVIEW

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

GENERAL PLAN CONSISTENCY

This action is not associated with a specific General Plan Goal, Policy, or Action Item. However, this action is consistent with the General Plan’s Community Vision and Supporting Principles.

FISCAL IMPACT

Employee health benefits costs are included in the fiscal year 2023/24 approved budget and will be included in the fiscal year 2024/25 proposed budget.

CONFLICT OF INTEREST

Staff is not aware of any conflicts of interest.

Attachments

- Resolution No. 2696 and Attachment A

RESOLUTION NO. 2696

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FOWLER
SETTING THE MONTHLY EMPLOYEE SHARE OF HEALTH BENEFIT PREMIUMS
FOR CALENDAR YEAR 2024**

WHEREAS, employee health benefit premiums charged to the City vary from year to year; and

WHEREAS, the Employee Benefits Handbook approved by Resolution No. 2604 provides that the City Council, by resolution, shall set the monthly employee share of Health Benefits premiums, generally as a part of the annual budget process; and

WHEREAS, the City has received calendar year 2024 monthly health benefit premium totals from the City's benefits providers for the medical and prescription medication, dental, and vision plans offered to employees; and

WHEREAS, the City Council now desires to set the monthly employee share of employee health benefit premiums for calendar year 2024.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Fowler that employee health premiums for calendar year 2024 are hereby set as shown in **Attachment A** of this Resolution.

PASSED, APPROVED AND ADOPTED this 16th day of January 2024, at a regular meeting of the Fowler City Council by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

APPROVED:

Daniel T. Parra, Mayor

ATTEST:

Angela Vasquez, City Clerk

ATTACHMENT A

City of Fowler
2024 Employee Monthly Health Benefits Premiums

Blue Cross PPO Medical & EmpiRx Prescription

	2023		2024	
	City Pays	Employee Pays	City Pays	Employee Pays
Employee	\$841.47	\$50.00	\$900.37	\$50.00
Employee & 1	\$1,682.94	\$65.00	\$1,800.75	\$65.00
Employee & 2+	\$2,187.83	\$80.00	\$2,340.98	\$80.00
Retiree	\$0.00	\$801.40	\$0.00	\$900.37
Retiree & 1	\$0.00	\$1,602.80	\$0.00	\$1,800.75
Retiree & 2+	\$0.00	\$2,083.65	\$0.00	\$2,340.98

Sun Life Dental

	2023		2024	
	City Pays	Employee Pays	City Pays	Employee Pays
Employee	\$50.96	\$0.00	\$50.96	\$0.00
Employee & 1	\$110.48	\$59.52	\$110.48	\$59.52
Employee & 2+	\$166.38	\$115.42	\$166.38	\$115.42
Retiree	<i>Not Offered</i>	<i>Not Offered</i>	<i>Not Offered</i>	<i>Not Offered</i>
Retiree & 1	<i>Not Offered</i>	<i>Not Offered</i>	<i>Not Offered</i>	<i>Not Offered</i>
Retiree & 2+	<i>Not Offered</i>	<i>Not Offered</i>	<i>Not Offered</i>	<i>Not Offered</i>

VSP Vision

	2023		2024	
	City Pays	Employee Pays	City Pays	Employee Pays
Employee	\$19.69	\$0.00	\$19.69	\$0.00
Employee & 1	\$28.54	\$8.84	\$28.54	\$8.84
Employee & 2+	\$51.18	\$31.50	\$51.18	\$31.50
Retiree	<i>Not Offered</i>	<i>Not Offered</i>	<i>Not Offered</i>	<i>Not Offered</i>
Retiree & 1	<i>Not Offered</i>	<i>Not Offered</i>	<i>Not Offered</i>	<i>Not Offered</i>
Retiree & 2+	<i>Not Offered</i>	<i>Not Offered</i>	<i>Not Offered</i>	<i>Not Offered</i>



CITY COUNCIL MEETING

REPORT TO THE CITY COUNCIL

DATE: January 16, 2024

FROM: ANGELA VASQUEZ, City Clerk / Human Resources Officer

SUBJECT: APPROVE Position Authorization Resolution No. 2697 converting one Maintenance Assistant to Maintenance Worker.

EXECUTIVE SUMMARY

The above action converts one full-time Maintenance Assistant position to a Maintenance Worker position.

BACKGROUND

The Maintenance Worker series is made up of Maintenance Assistant, Maintenance Worker, and Lead Maintenance Worker positions. One of the current Maintenance Assistants has been taking the lead on duties that best align with the Maintenance Worker classification specifically in fleet maintenance. The involvement in fleet maintenance showcases the employee's versatility and dedication to the department's diverse needs, further justifying the elevation in job classification.

PUBLIC NOTICE

This item does not require a public hearing and was noticed as a part of the City Council Agenda.

ENVIRONMENTAL REVIEW

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

GENERAL PLAN CONSISTENCY

Goal ED-4

Fowler provides reliable public facilities, utilities, and community services that meet the needs of the existing community and planned growth.

FISCAL IMPACT

The fiscal impact of this action will result in no net increase to the General Fund due to the long-term cost savings of fleet maintenance being completed internally, improved efficiency, and savings through reduced turnover.

CONFLICT OF INTEREST

Staff is not aware of any conflicts of interest.

Attachments

- Resolution No. 2697 and Exhibit A – Position Authorization Resolution

RESOLUTION NO. 2697

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FOWLER
ESTABLISHING THE NUMBER OF FULL-TIME POSITIONS AUTHORIZED IN THE
CITY FOR FISCAL YEAR 2023/2024**

WHEREAS, maintaining a **Position Authorization Resolution** is an essential best practice in municipal budgeting and internal controls; and

WHEREAS, the number of full-time positions in which persons may be employed by the City during Fiscal Year 2023/2024 is set forth in **Exhibit A** of this Resolution; and

WHEREAS, that the number of persons employed in full-time positions shall not exceed the total number of authorized positions; and

WHEREAS, a change in the total number of full-time positions authorized in the City shall only be accomplished by Resolution of the Council; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Fowler that the number of full-time positions in which persons may be employed by the City during Fiscal Year 2023/2024 is hereby established by this **Position Authorization Resolution** and shall be as set forth in **Exhibit A** of this Resolution.

PASSED, APPROVED AND ADOPTED this 16th day of January 2024, at a regular meeting of the Fowler City Council by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

APPROVED:

Daniel T. Parra, Mayor

ATTEST:

Angela Vasquez, City Clerk

City of Fowler
Position Authorization Resolution*
Exhibit A

Classification	FTE	Primary Dept
City Manager	1.0	Administration
Assistant City Manager	1.0	Comm Dev
City Clerk	1.0	Clerk
Finance Director	1.0	Finance
Accountant	1.0	Finance
Accounting Technician	1.0	Finance
Administrative Assistant	2.0	Finance
Building Official	1.0	Comm Dev
Permit Technician	1.0	Comm Dev
Planning & Code Enforcement Technician I	1.0	Comm Dev
Police Chief	1.0	Police
Police Sergeant	2.0	Police
Police Corporal	2.0	Police
Police Officer	7.0	Police
Community Service Officer I	1.0	Police
Crime Analyst	1.0	Police
Public Works Director	1.0	PW
Public Works Supervisor	1.0	PW
Lead Maintenance Worker	1.0	PW
Maintenance Worker	2.0 3.0	PW
Maintenance Assistant	4.0 3.0	PW
Lead Water Operator	1.0	PW
Water Operator in Training	2.0	PW
Recreation and Senior Center Supervisor	1.0	Senior/Recreation

***Full time positions**

38.0



CITY COUNCIL MEETING

REPORT TO THE CITY COUNCIL

DATE: January 16, 2023

FROM: THOMAS W. GAFFERY IV, Assistant City Manager

SUBJECT: RECEIVE AND FILE an external funding productivity report

EXECUTIVE SUMMARY

At the request of the City Council, Staff is providing an external funding productivity report.

BACKGROUND

In roughly three years, staff have secured nearly \$15,000,000 in external funding to benefit the residents of Fowler. Key awards will result in the delivery of roadway and safety improvements, water production and distribution expansion, and park enhancements. Several grant applications and funding requests still remain under consideration by the relevant agencies.

PUBLIC NOTICE

This item does not require a public hearing and was noticed as a part of the Agenda.

ENVIRONMENTAL REVIEW

This item is information and does not constitute a “project” pursuant to the CEQA.

GENERAL PLAN CONSISTENCY

Pursuing external funding is essential in the implementation of the entire General Plan including its goals, policies, and action items.

FISCAL IMPACT

Pursuing external funding is essential in improving the quality of life in Fowler and enhancing the ability to attract and retain businesses.

CONFLICT OF INTEREST

Staff is not aware of any conflicts of interest.

Attachments

- City of Fowler External Funding Productivity Report

City of Fowler External Funding Productivity Report

STATUS	PROJECT	APPLIED	SUBMITTED	AWARD
Award	Zoning Code, Planning Server, Permit System Upgrade	11/19/19		\$160,000
Award	General Plan Components	06/16/20		\$65,000
Award	General Plan Components	04/06/21		\$125,000
Award	Bicycle, Pedestrian and Trail Master Plan	10/27/21		\$124,650
Award	New West Side Well #9	10/08/21		\$2,000,000
Closed Out	Arrearages - past due H2O bills	12/07/21		\$141,948
Submitted	Arrearages - past due H2O bills	12/08/23	\$9,264	
Award	Donny Wright Park Amenities & New Harris St Park	12/30/21		\$180,814
Award	Organic Waste Enforcement	01/31/22		\$20,649
Closed Out	David T. Cardenas Senior Center & Police HQ	FY 21		\$4,000,000
Award	West Side Well #9 & East-West Interconnections	04/15/22		\$3,005,200
Submitted	West Side Water Interconnection & Chlorination	09/30/22	\$3,756,500	
Award	Marshall, Fremont, Sutter & FHS Safe Routes to School	06/15/22		\$600,000
Award	7th/Merced/UPRR right turn lane	05/23/22		\$13,000
Award	DwtN Streetscape Plan & Merced St Implementation	02/28/23		\$606,717
Submitted	PD Sr Center (Community Project, F)	03/10/23	\$3,000,000	
Submitted	Downtown Streetscape (Community Project, F)	03/10/23	\$2,500,000	
Submitted	Golden State Blvd Collab	04/01/23	\$870,000	
Submitted	Downtown Streetscape (Community Project, S)	03/30/23	\$5,000,000	
Submitted	Fire Station Phase II (Community Project, S)	03/30/23	\$2,500,000	
Closed Out	Animal Control	05/03/22		\$5,000
Award	Body Worn Cameras	CY 2022		\$10,000
Pre-Award	Safety Action Plan: Vision Zero Plan, Safe Routes to School Plan, and ADA Transition Plan	07/10/23		\$125,000
Award	PD Fitness	07/01/23		\$15,000
Award	Down Payment Assistance Grants	11/29/22		\$81,069
Award	Manning RR crossing	PY		\$1,520,400
Award	Online Solar Building Permits	07/06/22		\$40,000
Award	Manning Overlay 99 to JEO Maxco	PY		\$846,827
Award	Fowler Ave Sidewalk-South Ave to Fresno St	PY		\$131,988
Award	Golden State bike path Manning to South	PY		\$191,015
Award	Golden State bike path South to Merced	PY		\$210,000
Award	Adams Ave rehab Stearns to 99	PY		\$259,000
Award	Sumner Bike/Ped Improvements to Sunnyside	PY		\$170,000
Submitted	South Avenue Rehab	10/06/23	\$1,032,062	
Submitted	5th Street Rehab	10/06/23	\$987,972	
Submitted	Fowler Ave Rehab	10/06/23	\$560,659	
Submitted	Tuolumne Avenue Grade Separation (S)	09/20/23	n/a	
Submitted	Tuolumne Avenue Grade Separation (F)	09/28/23	\$76,352,945	
			\$96,569,402	\$14,648,277



CITY COUNCIL MEETING

REPORT TO THE CITY COUNCIL

DATE: January 16, 2024

FROM: THOMAS W. GAFFERY IV, Assistant City Manager

SUBJECT: APPROVE a Revised and Restated Disposition and Development Agreement between the City of Fowler and Bill Purewal for the 0.265 acre property located at the southeast corner of North 6th and East Tuolumne Streets (APN 343-142-14T), more commonly known as the Fowler Christian Church, and authorize the City Manager to execute the Agreement.

EXECUTIVE SUMMARY

The City Council approved a Disposition and Development Agreement (DDA) at its January 17, 2023 meeting. The developer continues to make progress towards the development of the property, but needs additional time to complete their due diligence and the entitlement process.

BACKGROUND

Key changes to the Revised and Restated DDA include allowing another year to complete the escrow process, removing the escrow deposit requirement, and continuing to require a mixed use development, but not requiring a retail dining component.

All other terms from the previous DDA remain in effect including the City's right to pursue repossession of the property if developer fails to perform the requirements outlined in the DDA, historic preservation mitigations, and right of first refusal to acquire the property at a fair market value for 50 years.

PUBLIC NOTICE

This item does not require a public hearing and was noticed as a part of the City Council Agenda.

ENVIRONMENTAL REVIEW

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

GENERAL PLAN CONSISTENCY

Goal CDES-3

Downtown Fowler is preserved and enhanced as the primary cultural and civic core of the community.

Goal CDES-4

New development is sensitive to Fowler's historical context, enhances Fowler's architectural quality, and contributes to its unique identity. Existing scenic, historic, and cultural resources enhance the community.

Goal ED-4

Fowler maintains a supportive business climate that helps attract and retain new and existing businesses. PP

FISCAL IMPACT

This action will generate \$130,000 in one-time proceeds to the General Fund per the terms of the DDA. After escrow has closed and the City has received the deposited funds, staff will bring forward a budget resolution for Council to determine allocation of those funds.

CONFLICT OF INTEREST

Staff is not aware of any conflicts of interest.

Attachments

- Revised and Restated Disposition and Development Agreement

*Recorded By and For the Benefit of,
And When Recorded Return to:*

CITY OF FOWLER
128 South 5th Street
Fowler, California 93625
ATTN: City Clerk

**REVISED AND RESTATED
DISPOSITION AND DEVELOPMENT AGREEMENT
SOUTHEAST CORNER OF NORTH 6TH STREET AND EAST
TUOLUMNE STREET, FOWLER, CA**

APN 343-142-14T

CITY OF FOWLER

AND

BILL PUREWAL

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ATTACHMENTS

Attachment No. 1	Legal Description and depiction of Property
Attachment No. 2	Form of Grant Deed
Attachment No. 3	Schedule of Performance
Attachment No. 4	Release of Construction Covenants
Attachment No. 5	Notice of Reversionary Interest

**REVISED AND RESTATED
DISPOSITION AND DEVELOPMENT AGREEMENT**

This Revised and Restated Disposition and Development Agreement (“Agreement” or “DDA”) is entered into Effective January 16, 2024, between the City of Fowler, a California municipal corporation and general law city (“City”) and Bill Purewal (“Developer”), with respect to the following Recitals, which are a substantive part of this Agreement:

RECITALS

A. City owns two parcels of real property at the southeast corner of North 6th Street and East Tuolumne Street (APN 343-142-14T) in the City of Fowler, Fresno County, State of California (“Property”). The Property is legally described and depicted in **Attachment No. 1**. The Property consists of approximately 0.265 acre. The Property is in the Form-Based Code zone district, allowing a multitude of uses compatible with the central business district.

B. After following the California Surplus Land Act, the City made the Property available for sale and private development. Developer expressed interest in purchasing the Property to establish a mixed use building operating other permissible uses. This use shall hereinafter be referred to as “Confirming Business Activities.”

C. Developer is an experienced commercial developer or has otherwise contracted with experienced commercial developers, contractors, architects, and other professionals for the purposes of developing the Property with a viable commercial business, as proposed. City desires to sell the Property to Developer for the purposes set forth in these Recitals, as further described in this Agreement. The improvements to the Property required by this Agreement shall hereinafter be referred to as “Developer Improvements” or “Improvements”.

D. City’s disposition of the Property, and the construction, completion, and operation of the Developer Improvements pursuant to the terms of this Agreement, are in the vital and best interest of the City and the health, safety, and welfare of its residents, and will serve the public purpose of real property redevelopment in City’s downtown.

E. City and Developer entered into a Disposition and Development Agreement dated January 17, 2023 (“Original DDA”) for the Property, and each party now desires to enter into this Agreement which is intended to and shall replace and supersede the Original DDA. Further, Developer assigns all rights in the Original DDA, and City consents to said assignment.

NOW, THEREFORE, City and Developer agree as follows:

1. CONVEYANCE OF THE PROPERTY.

A. Disposition of the Property. Developer agrees to purchase the Property from City, and City agrees to sell the Property to Developer, in accordance with and subject to all of the

terms, covenants, and conditions of this Agreement, for the “Purchase Price” set forth below. The conveyance of the Property shall be by “Grant Deed” substantially in the form of **Attachment No. 2**.

B. Purchase Price and Deposit. The purchase price for the Property shall be One Hundred Thirty Thousand Dollars (\$130,000.00) (“Purchase Price”). The parties agree the Purchase Price constitutes not less than fair market value of the Property and the rights conveyed, and does not reflect any economic assistance by City. Upon opening of Escrow, Developer shall deposit the sum of Zero Dollars (\$0.00) in Escrow (“Developer Deposit”). The Developer Deposit shall be applied to the Purchase Price. The Developer Deposit shall not be refundable to Developer and shall be retained by City as liquidated damages if Escrow fails to close, except in the event that Escrow fails to close due to the failure of a Developer’s Conditions of Closing as described in Section 1L(2). The balance of the Purchase Price shall be paid prior to close of Escrow. Developer may prepay the remaining balance of the Purchase Price at any time.

C. Escrow. Within ten (10) days after the execution of this Agreement by both parties, the parties shall open escrow (“Escrow”) with the Old Republic Title Company in its Kingsburg office, or another escrow company mutually satisfactory to both parties (“Escrow Agent”).

D. Costs of Escrow. Developer shall pay all costs for the Title Policy as set forth in Section 1K hereof; City shall pay for the documentary transfer taxes due, if any, with respect to the conveyance of the Property; and Developer shall each pay all other usual fees, charges, and costs which arise from Escrow.

E. Escrow Instructions. This Agreement constitutes the joint escrow instructions of Developer and City, and Escrow Agent to whom these instructions are delivered is hereby empowered to act under this Agreement. The parties agree to do all acts reasonably necessary to close this Escrow in the shortest possible time.

If in the opinion of Developer or the City’s City Manager it is necessary or convenient in order to accomplish the Closing, such party may require that the parties sign supplemental escrow instructions; provided that if there is any inconsistency between this Agreement and the supplemental escrow instructions, the provisions of this Agreement shall control. The parties agree to execute such other and further documents as may be reasonably necessary, helpful, or appropriate to effectuate the provisions of this Agreement.

F. Authority of Escrow Agent. Escrow Agent is authorized to, and shall:

(1) Pay and charge City for the premium of the Title Policy and any endorsements thereto as set forth in Section 1K and any amount necessary to place title in the condition necessary to satisfy Section 1J of this Agreement.

(2) Pay and charge Developer and City for their respective shares of any escrow fees, charges, and costs payable under Section 1D of this Agreement.

(3) Disburse funds and deliver and record the Grant Deed when both the Developer's Conditions of Closing and the City's Conditions of Closing as described in Section 1K herein have been fulfilled or waived by Developer and City.

(4) Do such other actions as necessary to fulfill its obligations under this Agreement.

(5) Do such other actions as necessary to comply with any federal, state, or local reporting requirements, including directing City and Developer to execute any required forms, statements, or certificates.

G. Closing. This transaction shall close escrow ("Closing") after satisfaction of all of City and Developer Conditions of Closing as set forth in Section 1L of this Agreement, but in no event later than one year after Escrow is opened ("Closing Deadline"), unless otherwise extended by written agreement approved by the City's City Council and signed by Developer and the City Manager. Closing shall mean the time and day the Grant Deed is filed for record with the Fresno County Recorder.

H. Termination. If Escrow is not in condition to close by the Closing Deadline, then either party which has fully performed under this Agreement may, in writing, demand termination of the Escrow. Under these circumstances, Escrow Agent shall return all money, papers, and documents deposited in Escrow to the respective depositing party, except that Developer Deposit shall be delivered to City in accordance with Section 1B above unless otherwise provided in Section 1B. If either party makes a written demand for termination of Escrow, Escrow shall not terminate until ten (10) days after Escrow Agent shall have delivered copies of such demand to the other party at the address shown in this Agreement. If any objections are raised within that ten (10) day period, Escrow Agent is authorized to hold all money, papers, and documents until instructed by a court of competent jurisdiction or by mutual written instructions of the parties. Termination of Escrow shall be without prejudice as to whatever legal rights either party may have against the other arising from this Agreement. If no demands are made, Escrow Agent shall proceed with Closing as soon as possible.

I. Closing Procedure. Escrow Agent shall close Escrow as follows:

(1) Record the Grant Deed with instructions for the Fresno County Recorder to deliver the Grant Deed to Developer.

(2) Instruct the Title Company to deliver the Title Policy to Developer and a copy of the Title Policy to City.

(3) File and deliver any informational reports, forms, statements, and certificates as required by federal, state or local law.

(4) Forward to both Developer and City a separate accounting of all funds received and disbursed for each party and copies of all executed and recorded or filed documents deposited into Escrow, with such recording and filing date and information endorsed thereon.

J. Review of Title. City shall cause Escrow Agent to deliver to Developer a standard preliminary title report ("Title Report") with respect to title to the Property, together with legible copies of the documents underlying the exceptions ("Exceptions") set forth in the Title Report, within fifteen (15) days after the Escrow is opened. Developer shall have the right to reasonably approve or disapprove the Exceptions; provided Developer hereby approves the following Exceptions:

(1) Any Redevelopment Plans of the former Fowler Redevelopment Agency which do not preclude Developer's use of the Property as proposed herein.

(2) Property interests held by a public body or public bodies, including without limitation easements, franchises, licenses, or other property interests of the public body or public bodies, on the Property and/or within the public rights-of-way around the perimeter of the Property, which do not preclude Developer's use of the Property as proposed herein.

(3) The lien of any non-delinquent property taxes and assessments (to be prorated at Closing).

(4) Any incidental easements or other matters affecting title which do not preclude Developer's use of the Property as proposed herein.

(5) Such other exceptions to title as may hereafter be mutually approved by City and Developer.

Developer shall have fifteen (15) days from the date of its receipt of the Title Report to give written notice to City and Escrow Agent of Developer's approval or disapproval of any of the Exceptions. Developer's failure to give written disapproval of the Title Report within such time limit shall be deemed approval of the Title Report. If Developer notifies City of its disapproval of any Exceptions in the Title Report, City shall have the right, but not the obligation, to remove any disapproved Exceptions within fifteen (15) days after receiving written notice of the Developer's disapproval or provide assurances satisfactory to Developer that such Exception(s) will be removed on or before Closing. If City cannot or does not elect to remove any of the disapproved Exceptions within that period, Developer shall have fifteen (15) days after the expiration of the fifteen (15) day period to give City written notice that Developer elects to terminate this Agreement. The Exceptions to title approved by Developer as provided herein shall hereinafter be referred to as the "Condition of Title."

K. Title Insurance. Upon recordation of the Grant Deed, the Title Company shall issue to Developer an California Land Title Association (CLTA) policy of title insurance ("Title Policy"), together with such endorsements as are reasonably requested by Developer, issued by the Title Company insuring the title to the Property is vested in Developer in the condition required by Section 1J of this Agreement. The Title Policy shall be for the amount of the Purchase Price. The Title Company shall provide City with a copy of the Title Policy. Developer shall be responsible for the cost of the Title Policy and the cost of any additional endorsements Developer desires.

L. Conditions of Closing. Closing is conditioned upon satisfaction of the following terms and conditions within the times designated below:

(1) City's Conditions of Closing. City's obligation to proceed with Closing is subject to the fulfillment or waiver by City of each and all of the conditions precedent (a) through (f), inclusive, described below ("City Conditions of Closing"), which are solely for the benefit of City, and which shall be fulfilled or waived by the time periods provided for herein:

(a) No Default. Prior to the Close of Escrow, Developer shall not be in default in any of its obligations under the terms of this Agreement and all representations and warranties of Developer contained herein shall be true and correct in all material respects.

(b) Execution of Documents. Developer shall have executed the Grant Deed and any other documents required hereunder and delivered such documents into Escrow.

(c) Payment of Funds. Prior to Closing, Developer shall have deposited the Developer Deposit and all required costs of Closing into Escrow in accordance with Sections 1B and 1D hereof.

(d) Financing. Developer shall have provided evidence of Construction Financing to complete the Developer Improvements, as provided in Section 2N hereof, and such financing shall fund prior to Closing, or be ready to fund within thirty (30) days after Closing.

(e) Design Review. Developer shall have obtained City approval of Development Plans, as provided for in Section 2C.

(f) Insurance. Developer shall have provided proof of insurance as required by Section 2F hereof.

(2) Developer's Conditions of Closing. Developer's obligation to proceed with Closing of the purchase of the Property is subject to the fulfillment or waiver by Developer of each and all the conditions precedent (a) through (f), inclusive, described below ("Developer Conditions of Closing"), which are solely for the benefit of Developer, and which shall be fulfilled or waived by the time periods provided for herein:

(a) No Default. Prior to the Close of Escrow, City shall not be in default in any of its obligations under the terms of this Agreement and all representations and warranties of City contained herein shall be true and correct in all material respects.

(b) Execution of Documents. City shall have executed the Grant Deed and any other documents required hereunder and delivered such documents into Escrow.

(c) Review and Approval of Title. Developer shall have reviewed and approved the condition of title of The Property, as provided in Section 1J hereof.

(d) Title Policy. The Title Company shall, upon payment of Title Company's regularly scheduled premium, have agreed to provide to Developer the Title Policy for the Property upon Close of Escrow, in accordance with Section 1K hereof.

(e) Due Diligence. Developer shall have determined that the Property is suitable for the proposed development pursuant to Section 1N.

(f) Land Use Approvals. Developer shall have obtained approval of any Land Use Entitlements for the Developer Improvements, as provided for in Section 2D.

M. Representations and Warranties.

(1) City Representations. City represents and warrants to Developer as follows:

(a) Authority. City has the full right, power and lawful authority to acquire, grant, sell and convey the Property as provided herein, and the execution, performance and delivery of this Agreement by City has been fully authorized by all requisite actions on the part of City.

(b) Foreign Investment in Real Property Tax Act of 1980 (FIRPTA). City is not a "foreign person" within the parameters of FIRPTA or any similar state statute, or is exempt from the provisions of FIRPTA or any similar state statute, or that City has complied and will comply with all the requirements under FIRPTA or any similar state statute.

(c) No Conflict. To the best of City's knowledge, City's execution, delivery and performance of its obligations under this Agreement will not constitute a default or a breach under any contract, agreement or order to which City is a party or by which it is bound.

(d) Litigation. To the best of City's knowledge, there are no actions, suits, material claims, legal proceedings or any other proceedings affecting the Property, or any portion thereof, at law or in equity, before any court or governmental agency, domestic or foreign.

Until Closing, City shall, upon learning of any fact or condition that would cause any of the warranties and representations in this Section 1M(1) not to be true as of Closing, immediately give written notice of such fact or condition to Developer. Such exception(s) to a representation shall not be deemed a breach by City hereunder but shall constitute an exception which Developer shall have a right to approve or disapprove if such exception would have an effect on the value and/or operation of The Property. If Developer elects to close Escrow following disclosure of such information, City's representations and warranties contained herein shall be deemed to have been made as of Closing, subject to such exception(s). If, following the disclosure of such information, Developer elects to not close Escrow, then this Agreement and Escrow shall automatically terminate, and neither party shall have any further rights, obligations or liabilities hereunder. Under these circumstances the Developer Deposit shall be returned to Developer.

All of the representations and warranties set forth in this Section 1M(1) are made with the acknowledgment that they are material, and with the intention that Developer shall rely upon them as inducements to enter into this Agreement and to perform its obligations hereunder and to close

the transactions contemplated herein. The representations and warranties contained in this Section 1M(1) shall each survive the execution of this Agreement and Closing.

(2) Developer Representations. Developer represents and warrants to City as follows:

(a) Authority. Developer has the full right, power and lawful authority to purchase and accept the conveyance of the Property, or any portion thereof, and undertake all obligations as provided herein and the execution, performance and delivery of this Agreement by Developer has been fully authorized by all requisite actions on the part of Developer.

(b) Experience. Developer is an experienced developer and operator of commercial properties, or has otherwise contracted with experienced commercial developers, contractors, architects, and other professionals for the purposes of developing the Property.

(c) No Conflict. To the best of Developer's knowledge, Developer's execution, delivery, and performance of its obligations under this Agreement will not constitute a default or a breach under any contract, agreement or order to which Developer is a party or by which it is bound.

(d) No Developer Bankruptcy. Developer is not the subject of a bankruptcy or other insolvency proceeding.

(e) FIRPTA. Developer is not a "foreign person" within the parameters of FIRPTA or any similar state statute or is exempt from the provisions of FIRPTA or any similar state statute, or Developer has complied and will comply with all the requirements under FIRPTA or any similar state statute.

(f) Deliveries. All documents, instruments and other information delivered by Developer to City pursuant to this Agreement are, to the best of Developer's knowledge, true, correct and complete.

(g) Commissions. To the best of the Developer's knowledge, there are no broker's commissions or finder's fees payable in connection with The Property.

Until Closing, the Developer shall, upon learning of any fact or condition which would cause any of the warranties and representations in this Section 1M(2) not to be true as of the Closing, immediately give written notice of such fact or condition to City. Such exception(s) to a representation shall not be deemed a breach by Developer hereunder but shall constitute an exception which City shall have a right to approve or disapprove if such exception would have an effect on the value and/or operation of the Property. If City elects to close Escrow following disclosure of such information, Developer's representations and warranties contained herein shall be deemed to have been made as of Closing, subject to such exception(s). If, following the disclosure of such information, City elects to not close Escrow, then this Agreement and Escrow shall automatically terminate, and neither party shall have any further rights, obligations or liabilities hereunder.

All of the representations and warranties set forth in this Section 1M(2) are made with the acknowledgment that they are material, and with the intention that City shall rely upon them as inducements to enter into this Agreement and to perform its obligations hereunder and to close the transactions contemplated herein. The representations and warranties contained in this Section 1M(2) shall each survive the execution of this Agreement and Closing.

N. Condition of The Property.

(1) Disclosure. Developer acknowledges the Property may contain Hazardous Materials as defined in Section 1N(5). Upon Closing, it will be Developer's obligation to take any required remedial actions, at its sole cost and expense, to render the Property suitable for development. In that regard, immediately following the execution of this Agreement and prior to Closing, Developer and City may enter into a Right of Entry Agreement to allow Developer an opportunity to conduct due diligence inspections of the Property, which will remain in place through Closing. Copies of any reports obtained by Developer regarding the condition of the Property shall be provided to City within ten (10) days after receipt and prior to Closing.

Except as noted, City and Developer hereby represent and warrant to the other that they have no actual knowledge and have not received any notice or communication from any government agency having jurisdiction over the Property, notifying such party of the presence of surface or subsurface zone Hazardous Materials in, on, or under the Property, or any portion thereof. "Actual knowledge," as used herein, shall not impose a duty of investigation, and shall be limited to the actual knowledge of City and Developer employees and agents who have participated in the preparation of this Agreement.

(2) No Further Warranties As To Property; Release of City. Notwithstanding any provisions of this Agreement to the contrary, the conveyance of all or any portion of the Property shall be conveyed to the Developer in an "AS IS" condition, with no warranty, express or implied by City, as to the Property, improvements on the Property, the soil, its geology, the presence of known or unknown faults or Hazardous Materials, and Developer agrees to and shall indemnify and hold City, and their officers, agents, employees, and volunteers, harmless from and against all liability, loss, damages, costs, or expenses (including reasonable attorneys' fees and court costs) arising from or as a result of the existence of such faults or substances. It shall be the sole responsibility of Developer at his expense to investigate and determine the condition of the soil and improvement conditions on the Property for the development to be constructed. If the soil environmental condition is not in all respects entirely suitable for the use or uses to which the Property will be put, then it is the sole responsibility and obligation of Developer to take such action as may be necessary to place the Property in a condition entirely suitable for its development.

Developer hereby waives, releases and discharges forever City, and its officers, agents, employees, and volunteers, from all present and future claims, demands, suits, legal and administrative proceedings and from all liability for damages, losses, costs, liabilities, fees and expenses, present and future, arising out of or in any way connected with the condition of the Property, any Hazardous Materials in or the Property, or the existence of Hazardous Materials contamination due to the generation of Hazardous Materials from the Property, however they

came to be placed there, except that arising out of the negligence or misconduct of the City or its employees, officers, agents or representatives which occur after Closing.

Developer acknowledges that it is aware of and familiar with the provisions of Section 1542 of the California Civil Code which provides as follows:

“A general release does not extend to claims which the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.”

As such relates to this Section 1N, Developer hereby waives and relinquishes all rights and benefits which it may have under Section 1542 of the California Civil Code.

By: _____
Bill Purewal

(3) Developer Precautions After Closing. Upon Closing, Developer shall take all necessary precautions to prevent the release into the environment of any Hazardous Materials which are located in, on or under the Property. Such precautions shall include compliance with all governmental requirements with respect to Hazardous Materials. In addition, Developer shall install and utilize such equipment and implement and adhere to such procedures as are consistent with commercially reasonable standards as respects the disclosure, storage, use, removal and disposal of Hazardous Materials.

(4) Developer Indemnity. Upon Closing, Developer agrees to indemnify, defend and hold City, and its officers, agents, employees, and volunteers, harmless from and against any claim, action, suit, proceeding, loss, cost, damage, liability, deficiency, fine, penalty, punitive damage, or expense (including, without limitation, attorneys’ fees), resulting from, arising out of, or based upon: (a) the presence, release, use, generation, discharge, storage or disposal of any Hazardous Materials on, under, in or about, or the transportation of any such Hazardous Materials to or from, the Property which occurs after Closing; or (b) the violation, or alleged violation, of any statute, ordinance, order, rule, regulation, permit, judgment or license relating to the use, generation, release, discharge, storage, disposal or transportation of Hazardous Materials on, under, in or about, to or from, the Property which may arise due to any action or inaction of Developer or parties which Developer has supervision and/or control over after Closing. This indemnity shall include, without limitation, any damage, liability, fine, penalty, parallel indemnity after closing cost or expense arising from or out of any claim, action, suit or proceeding for personal injury (including sickness, disease or death), tangible or intangible property damage, compensation for lost wages, business income, profits or other economic loss, damage to the

natural resource or the environment, nuisance, contamination, leak, spill, release or other adverse effect on the environment. At the request of Developer, City shall cooperate with and assist Developer in its defense of any such claim, action, suit, proceeding, loss, cost, damage, liability, deficiency, fine, penalty, punitive damage, or expense; provided that City shall not be obligated to incur any expense in connection with such cooperation or assistance.

(5) Hazardous Materials Definition. For purposes of this Section 1N, Hazardous Materials means any substance, material, or waste which is or becomes defined and is regulated as hazardous by any governmental authority, the State of California, or the United States government, but shall not include commercially reasonable amounts of such materials in the ordinary course of the development and operation of the Property which are used and stored in accordance with all applicable environmental laws, ordinances and regulations.

2. **DEVELOPMENT OF THE PROPERTY.**

A. Developer’s Obligation to Construct Improvements. Developer shall develop or cause the development of the Developer Improvements in accordance with the Schedule of Performance (**Attachment No. 3**), the City of Fowler Municipal Code, and the plans, drawings and documents submitted by Developer and approved by City as set forth herein. Specifically, Developer shall be responsible for construction of a mixed-use building.

B. *Reserved.*

C. Design Review.

(1) Design, Site Plan, and Construction Drawings. Within the respective times set forth in the Schedule of Performance, Developer shall submit the following:

(a) Design drawings for the Developer Improvements, including materials, color board, elevations of all four facades of the Developer Improvements, and a rendered perspective, as required by City’s Community Development Director and in conformance with applicable City Code and guidelines (“Design Drawings”).

(b) Site plan as required by City’s Community Development Director and in conformance with City guidelines (“Site Plan”).

(c) Detailed construction plans and drawings prepared by a registered civil engineer with respect to the Developer Improvements (“Construction Plans”).

The Design Drawings, Site Plan, and Construction Plans are collectively referred to as the “Development Plans”.

(2) City Review and Approval. City shall have the right to review and reasonably approve the Development Plans in its sole and reasonable discretion. Developer acknowledges and agrees that City approval is required in order to satisfy City’s obligation to promote the sound development and redevelopment of land within the former redevelopment project area, to promote

a high level of design which will impact the surrounding development, and to provide an environment for the social, economic and psychological growth and well-being of the citizens of the City of Fowler. Developer shall not be entitled to any monetary damages or compensation as a result of the City's disapproval or failure to approve or disapprove the Development Plans.

Notwithstanding any provision of this Agreement to contrary effect, the times for review and action upon the Development Plans by City shall not be deemed to be commenced unless and until the corresponding submittals by Developer are complete.

City shall state in writing the reasons for disapproval. Developer, upon receipt of a disapproval based upon powers reserved by the City hereunder, shall revise such portions and resubmit to City by the time established therefor in the Schedule of Performance.

(3) Consultation and Coordination. During the preparation of the Development Plans, staff of City and Developer shall hold regular progress meetings to coordinate the preparation of, submission to, and review of the Development Plans. The staff of City and Developer shall communicate and consult informally as frequently as is necessary to ensure that the formal submittal of any documents to City can receive prompt and thorough consideration. City shall designate an employee to serve as the project manager who is responsible for the coordination of City's activities under this Agreement and for expediting the land use approval and permitting process.

(4) Revisions. If Developer desires to propose any revisions to City-approved Development Plans, Developer shall submit such proposed changes to City, and shall also proceed in accordance with any and all State and local laws and regulations regarding such revisions, within the time frame set forth in the Schedule of Performance. At the sole discretion of City, if any change in the basic uses of the Property is proposed in the Development Plans from the basic uses of the Property as provided for in this Agreement, then this Agreement is subject to renegotiation of all terms and conditions. If the Development Plans, as modified by the proposed change, generally and substantially conform to the requirements of this Section 2C, the City Manager shall review the proposed change and notify the Developer in writing within thirty (30) days after submission to City as to whether the proposed change is approved or disapproved. The City Manager is authorized to approve changes to City-approved Development Plans provided such changes: (a) do not significantly modify the scope and character of the Improvements; (b) do not reduce the quality of materials to be used; and (c) do not reduce the imaginative and unique qualities of the project design. Any and all change orders or revisions required by City and its inspectors which are required under the Municipal Code and all other applicable codes (e.g., Building, Plumbing, Fire, Electrical, etc.) and under other applicable laws and regulations shall be included by Developer in its Development Plans and completed during construction of the Developer Improvements.

(5) Defects in Plans. City shall not be responsible either to Developer or to third parties in any way for any defects in the Development Plans, nor for any structural or other defects in any work done according to the approved Development Plans, nor for any delays reasonably caused by the review and approval processes established by this Section 2C. Developer shall hold harmless, indemnify and defend City, and its officers, agents, employees, and volunteers, from and

against any claims, suits for damages to property or injuries to persons arising out of or in any way relating to defects in the Development Plans, including without limitation the violation of any laws, and for defects in any work done according to the approved Development Plans.

(6) Use of Plans. City shall not have the right to use Development Plans which are submitted to City by Developer pursuant to this Section 2C, nor shall the City confer any rights to use such drawings or plans to any person or entity.

(7) Special Design Provisions. The Design Drawings shall address the following Special Design Provisions:

- (i) Reuse of roll-up pocket doors as a decorative interior design element.
- (ii) Reuse of pews as seating, including modification of pews into smaller benches or chairs.
- (iii) Make efforts to make available all unused property and materials to local community groups or other construction projects in Fowler.
- (iv) Reuse Tudor style cathedral windows as exterior windows or interior decorative features.
- (v) Reuse foundation girders and beams as ceiling decor.
- (vi) Replicate corner style entry at 6th & Tuolumne and shiplap style facade.
- (vii) Retain and reuse existing masonry footings and cornerstone.
- (viii) Provide interpretive signage on exterior of building documenting former structure and use that occurred on the site.
- (ix) Reuse other woodwork as appropriate and feasible.

D. Land Use Approvals.

(1) Land Use Entitlements. Within the respective times set forth in the Schedule of Performance, Developer shall secure, or cause to be secured, all land use and other discretionary entitlements by City or any other governmental agency necessary to complete the Developer Improvements.

(2) Other Approvals. Before commencement of construction of Developer Improvements or other related works of improvement upon or adjacent to the Property, Developer shall secure or cause to be secured any other permits and approvals which may be required by City or any other governmental agency affected by such construction or work.

(3) Developer Cost and Expense. All land use entitlements and other permits shall be secured by Developer at Developer's sole cost and expense.

(4) No Precommitment by City. Nothing in this Agreement is intended to or shall operate to commit City's discretion with respect to land use and other entitlements, permits, and approvals which may be required by Developer with respect to the Developer Improvements.

E. Schedule of Performance and Conforming Business Activities.

(1) Schedule of Performance. Developer shall submit all Development Plans, obtain Land Use Approvals, commence and complete all construction of the Developer Improvements, and satisfy all other obligations and conditions of this Agreement, within the respective times established therefor in the Schedule of Performance. The Schedule of Performance shall be deemed a material part of this Agreement.

(2) Conforming Business Activities. Within a reasonable period of time following the completion of the Developer Improvements, not to exceed thirty (30) days after the issuance of a Certificate of Occupancy, Developer shall operate “Conforming Business Activities.” “Conforming Business Activities” means the conduct of commercial and retail uses set forth in the Recitals or as otherwise permitted by applicable zoning and in accordance with the terms of this Agreement.

Developer shall operate Conforming Business Activities for a period of not less than ten (10) continuous years after opening.

(a) Continuous shall mean the business is not closed during its normal or customarily operated business days for the type of business, for more than a cumulative total of thirty (30) days in any calendar year, except as may be required during any enforced delay event as provided in Section 4B herein.

(b) Non-operation due to government ordered shutdowns beyond the control of the Developer, shall be deducted from the ten-year period.

(c) Non-operation for repairs or remodeling that are diligently pursued to completion shall be deducted from the ten-year period.

After ten (10) years, City’s ordinary codes shall apply regarding continuous operation of the business.

F. Cost of Construction. All of the costs of planning, designing, developing, and constructing the Developer Improvements, including all permits and entitlements, shall be borne solely by the Developer.

G. Insurance Requirements. Developer shall take out prior to commencement of construction of the Developer Improvements, and maintain or shall cause its contractor to take out and maintain until the issuance of the Release of Construction Covenants pursuant to Section 2M of this Agreement, a comprehensive general liability policy in the amount of Two Million Dollars (\$2,000,000) combined single limit policy, and if Developer owns automobiles, a comprehensive automobile liability policy in the amount of One Million Dollars (\$1,000,000), combined single limit, or such other policy limits as City may approve at its discretion, including contractual liability, as shall protect Developer and City from claims for such damages, and which policy shall be issued by an “A” rated insurance carrier. Such policy or policies shall be written on an occurrence form. Developer shall also furnish or cause to be furnished to City evidence satisfactory to City that the Developer and any contractor with whom it has contracted for the performance of work on The Property or otherwise pursuant to this Agreement carries workers’

compensation insurance as required by law. Developer shall furnish a notarized certificate of insurance countersigned by an authorized agent of the insurance carrier on a form approved by City setting forth the general provisions of the insurance coverage. This countersigned certificate shall name City and its respective officers, agents, employees, and volunteers, as additionally insured parties under the policy, and the certificate shall be accompanied by a duly executed endorsement evidencing such additional insured status. The certificate and endorsement by the insurance carrier shall contain a statement of obligation on the part of the carrier to notify City of any material change, cancellation or termination of the coverage at least thirty (30) days in advance of the effective date of any such material change, cancellation or termination. Coverage provided hereunder by Developer shall be primary insurance and not be contributing with any insurance maintained by City, and the policy shall contain such an endorsement. The insurance policy or the endorsement shall contain a waiver of subrogation for the benefit of City. The required certificate shall be furnished by Developer at the time set forth therefor in the Schedule of Performance or, if no time is specified, prior to the commencement of construction of the Developer Improvements.

H. Developer's Indemnity. Developer shall defend, indemnify, assume all responsibility for, and hold the City and its officers, agents, employees, and volunteers, harmless from all claims, demands, damages, defense costs or liability of any kind or nature relating to the subject matter of this Agreement or the implementation thereof and for any damages to property or injuries to persons, including accidental death (including attorneys fees and costs), which may be caused by any acts or omissions of Developer in the performance under this Agreement, whether such activities, performance, or omissions be by Developer or by anyone directly or indirectly employed or contracted with by Developer and whether such damage shall accrue or be discovered before or after termination of this Agreement. Developer shall not be liable for property damage or bodily injury occasioned by the sole negligence or willful misconduct of City or its agents or employees, or the failure of City or its agents or employees to follow accepted safety standards in connection with accessing the Property pursuant to Section 2I, below.

I. Rights of Access. Prior to the issuance of a Release of Construction Covenants (as specified in Section 2M of this Agreement), for purposes of assuring compliance with this Agreement, including construction of the Developer Improvements, representatives of City shall have the right of access to the Property conveyed to Developer without charges or fees, at normal construction hours during the period of construction. City representatives shall comply with all safety rules during any such inspection.

J. Compliance With Laws. Developer shall carry out the design, construction and operation of the Developer Improvements in conformity with all applicable laws, including all applicable state labor standards, City zoning and development standards, building, plumbing, mechanical and electrical codes, and all other provisions of the City Municipal Code, and all applicable accessibility requirements, including without limitation the Americans With Disabilities Act, 42 U.S.C. Section 12101, et seq., California Government Code Section 4450, et seq., California Government Code Section 11135, et seq., and the Unruh Civil Rights Act, Civil Code Section 51, et seq.

K. Nondiscrimination in Employment. Developer certifies and agrees that all persons employed or applying for employment by it, its affiliates, subsidiaries, or holding companies, and all subcontractors, bidders and vendors, are and will be treated equally by it without regard to, or because of any protected class under State of California or Federal law.

L. Taxes and Assessments. Developer shall pay prior to delinquency all ad valorem real estate taxes and assessments on the Property conveyed to Developer. Developer shall remove or have removed any levy or attachment made on any portion of the Property, or assure the satisfaction thereof within a reasonable time. Developer shall not apply for or receive any exemption from the payment of property taxes or assessments on any interest in or to the Property or the Developer Improvements.

M. Release of Construction Covenants. Promptly after completion of the Developer Improvements in conformity with this Agreement, City shall furnish Developer with a “Release of Construction Covenants,” substantially in the form of **Attachment No. 4** hereto which is incorporated herein by reference. City shall not unreasonably withhold such Release of Construction Covenants. The Release of Construction Covenants shall be a conclusive determination of satisfactory completion of the Developer Improvements in accordance with the terms of this Agreement and the Release of Construction Covenants shall so state.

If City refuses or fails to furnish the Release of Construction Covenants, after written request from Developer, City shall, within fifteen (15) days of written request therefor, provide Developer with a written statement of the reasons City refused or failed to furnish the Release of Construction Covenants. The statement shall also contain City’s opinion of the actions the Developer must take to obtain the Release of Construction Covenants. The Release of Construction Covenants shall not constitute evidence of compliance with or satisfaction of any obligation of Developer to any holder of any mortgage, or any insurer of a mortgage securing money loaned to finance the Developer Improvements, or any part thereof. The Release of Construction Covenants is not a notice of completion as referred to in Section 3093 of the California Civil Code.

N. Financing of Improvements.

(1) Evidence of Financing. Prior to Closing, Developer shall submit evidence satisfactory to City of construction financing (“Construction Financing”) as follows:

(a) The obtainment of sufficient equity capital or a firm and binding commitment for construction financing necessary to undertake development of the Property and the construction of the Developer Improvements in accordance with this Agreement.

(b) The Construction Financing must fund prior to Closing, or be ready to fund within thirty (30) days after Closing. If the Construction Financing fails to fund as provided herein, the City may exercise its rights under this Agreement, including without limitation its right to reenter the Property and revesting of title to the Property in accordance with Section 3E herein.

(c) If City is not satisfied with the evidence of Construction Financing, City shall notify Developer within twenty (20) days of receipt of a complete submission stating the reasons for such dissatisfaction and Developer shall promptly obtain and submit to City new evidence of financing. City shall not unreasonably withhold or condition its approval of satisfactory Construction Financing.

(d) Evidence of obtaining Construction Financing shall include the following: (i) a copy of a legally binding, firm and enforceable loan commitment(s) obtained by Developer from one or more financial institutions for the mortgage loan or loans for financing to fund the construction, completion, operation and maintenance of the Developer Improvements, subject to such lenders' reasonable, customary and normal conditions and terms; and/or (ii) a certification from the chief financial officer of Developer that Developer has sufficient funds for such construction, and that such funds have been committed to such construction, and/or other documentation satisfactory to City as evidence of other sources of capital sufficient to demonstrate that Developer has adequate funds to cover the difference between the total cost of the construction and completion of the Developer Improvements, less financing authorized by those loans set forth in subparagraph (a) above.

(2) No Encumbrances Except Mortgages, Deeds of Trust, or Sale and Lease-Back for Development. Mortgages, deeds of trust and sales and leases-back shall be permitted before the completion of the Developer Improvements only with the City's prior written approval, which shall not be unreasonably withheld or delayed, and only for the purpose of securing loans of funds to be used for financing construction of the Developer Improvements (including architecture, engineering, legal, and related direct costs as well as indirect costs), permanent financing, and any other purposes necessary and appropriate in connection with development under this Agreement. In no event, however, shall the amount or amounts of indebtedness secured by mortgages or deeds of trust exceed the projected cost of constructing the Developer Improvements, as evidenced by a pro forma and a construction contract which set forth such construction costs. The words "mortgage" and "trust deed" as used hereinafter shall include sale and lease-back.

(3) Holder Not Obligated to Construct Improvements. The holder of any mortgage or deed of trust authorized by this Agreement shall not be obligated by the provisions of this Agreement to construct or complete the Developer Improvements or any portion thereof, or to guarantee such construction or completion; nor shall any covenant or any other provision in this Agreement be construed so to obligate such holder. Nothing in this Agreement shall be deemed to construe, permit or authorize any such holder to devote the Property to any uses or to construct any improvements thereon, other than those uses or improvements provided for or authorized by this Agreement.

(4) Notice of Default to Mortgagee or Deed of Trust Holders; Right to Cure. With respect to any mortgage or deed of trust granted by Developer as provided herein, whenever City may deliver any notice or demand to Developer with respect to any breach or default by Developer in completion of construction of the Developer Improvements, City shall at the same time deliver to each holder of record of any mortgage or deed of trust authorized by this Agreement a copy of such notice or demand. Each such holder shall (insofar as the rights granted by the City are concerned) have the right, at its option, within thirty (30) days after the receipt of

the notice, to cure or remedy or commence to cure or remedy and thereafter to pursue with due diligence the cure or remedy of any such default and to add the cost thereof to the mortgage debt and the lien of its mortgage. Nothing contained in this Agreement shall be deemed to permit or authorize such holder to undertake or continue the construction or completion of the Developer Improvements, or any portion thereof (beyond the extent necessary to conserve or protect the improvements or construction already made) without first having expressly assumed Developer's obligations to City by written agreement reasonably satisfactory to City. The holder, in that event, must agree to complete, in the manner provided in this Agreement, the improvements to which the lien or title of such holder relates. Any such holder properly completing such improvement shall be entitled, upon compliance with the requirements of Section 2M of this Agreement, to a Release of Construction Covenants. It is understood that a holder shall be deemed to have satisfied the thirty (30) day time limit set forth above for commencing to cure or remedy a Developer default which requires title and/or possession of the Property which shall have been conveyed to Developer if and to the extent any such holder has within such thirty (30) day period commenced proceedings to obtain title and/or possession and thereafter the holder diligently pursues such proceedings to completion and cures or remedies the default.

(5) Failure of Holder to Complete Developer Improvements. In any case where, thirty (30) days after the holder of any mortgage or deed of trust creating a lien or encumbrance upon the Property receives a notice from City of a default by Developer in completion of construction of any of the Developer Improvements under this Agreement, and such holder has not exercised the option to construct as set forth in this Section 2N, or if it has exercised the option but has defaulted hereunder and failed to timely cure such default, City may purchase the mortgage or deed of trust by payment to the holder of the amount of the Purchase Price received by City at the time of Developer's default, and such payment by City shall be City's only obligation to be entitled to any necessary reconveyance of the Property and reconveyance of the mortgage or deed of trust securing the Developer Improvements. Holder's recourse for any remaining principal and interest and all other sums secured by the mortgage or deed of trust shall be against Developer and Developer collateral and not against City or the Property. Nothing herein shall impact holder's rights to proceeds as authorized in Section 3E(2)(b) from a subsequent resale of the Property by City. If the ownership of the Property has vested in the holder, City, if it so desires, shall be entitled to a conveyance from the holder to City of the Property, as applicable, upon payment to the holder of an amount equal to the sum of the following:

(a) The unpaid mortgage or deed of trust debt at the time title became vested in the holder (less all appropriate credits, including those resulting from collection and application of rentals and other income received during foreclosure proceedings);

(b) All expenses with respect to foreclosure including reasonable attorneys' fees;

(c) The costs of any improvements made by such holder;

(d) An amount equivalent to the interest that would have accrued on the aggregate of such amounts had all such amounts become part of the mortgage or deed of trust debt and such debt had continued in existence to the date of payment by City.

(6) Right of the City to Cure Mortgage or Deed of Trust Default. In the event of a mortgage or deed of trust default or breach by Developer prior to the completion of the construction of any of the Developer Improvements or any part thereof, Developer shall immediately deliver to City a copy of any mortgage holder's notice of default. If the holder of any mortgage or deed of trust has not exercised its option to construct, City shall have the right but no obligation to cure the default. In such event, City shall be entitled to reimbursement from Developer of all proper costs and expenses incurred by City in curing such default. City shall also be entitled to a lien upon the Property to the extent of such costs and disbursements. Any such lien shall be junior and subordinate to the mortgages or deeds of trust pursuant to this Section 2N.

3. DEFAULTS AND REMEDIES

A. Default Remedies. Subject to the extensions of time set forth in Section 4B of this Agreement, failure by either party to perform any action or covenant required by this Agreement within the time periods provided herein following notice and failure to cure as described hereafter, constitutes a "Default" under this Agreement. A party claiming a Default shall give written Notice of Default to the other party specifying the Default complained of. Except as otherwise expressly provided in this Agreement, the claimant shall not institute any proceeding against any other party, and the other party shall not be in Default if such party within thirty (30) days from receipt of such Notice immediately, with due diligence, commences to cure, correct or remedy such failure or delay and shall complete such cure, correction or remedy with diligence.

B. Institution of Legal Actions. In addition to any other rights or remedies and subject to the restrictions otherwise set forth in this Agreement, either party may institute an action at law or equity to seek specific performance of the terms of this Agreement, or to cure, correct or remedy any Default, to recover damages for any Default, or to obtain any other remedy consistent with the purpose of this Agreement. Such legal actions must be instituted in the Superior Court of the County of Fresno, State of California, or in the District of the United States District Court in which such county is located.

C. Termination by the Developer Prior to Conveyance of the Property. In the event that prior to the conveyance of the Property Developer is not in default under this Agreement and: (1) City does not tender title pursuant to the Grant Deed in the manner and condition and by the date provided in this Agreement; or (2) one or more of the Developer Conditions of Closing is not fulfilled on or before the time set forth in the Schedule of Performance and such failure is not caused by Developer; or (3) any default of City prior to Closing is not cured within the time set forth in Section 3A hereof, after written demand by Developer; then this Agreement may, at the option of Developer, be terminated by written Notice thereof to City. From the date of the Notice of termination of this Agreement by Developer to City and thereafter this Agreement shall be deemed terminated and there shall be no further rights or obligations between the parties with respect to the Property by virtue of or with respect to this Agreement. Under these circumstances, Developer shall be entitled to a return of the Developer Deposit.

D. Termination by City Prior to Conveyance of the Property. In the event that prior to conveyance of the Property City is not in Default under this Agreement and: (1) Developer (or any successor in interest) assigns or attempts to assign the Agreement or any rights therein or in the

Property in violation of this Agreement; or (2) one or more of the City Conditions of Closing is not fulfilled on or before the time set forth in the Schedule of Performance and such failure is not caused by City; or (3) Developer is otherwise in default of this Agreement and fails to cure such default within the time set forth in Section 3A hereof; then this Agreement and any rights of Developer or any assignee or transferee with respect to or arising out of the Agreement or the Property, shall, at the option of City, be terminated by City by written Notice thereof to Developer. From the date of the Notice of termination of this Agreement by City to Developer and thereafter this Agreement shall be deemed terminated and there shall be no further rights or obligations between the parties. Under these circumstances, City shall be entitled to keep the Developer Deposit plus any accrued interest.

E. Reentry and Revesting of Title in the City for Failure to Timely Commence and Complete Developer Improvements, Begin Operation of Conforming Business Activities, or for an Unlawful Transfer.

(1) After Closing and Prior to Completion of the Developer Improvements or Opening of Conforming Business Activities. City has the right, at its election, to reenter and take possession of the Property transferred to Developer by Grant Deed pursuant to this Agreement, with all improvements thereon, and terminate and revest in City the estate conveyed to Developer if after the Closing Developer (or its successors in interest) shall:

(a) Fail to obtain Construction Financing within the time required in this Agreement or fail to provide evidence satisfactory to City of Construction Financing within the time required in this Agreement.

(b) Fail to start construction of the Developer Improvements as required by this Agreement for a period of thirty (30) days after written notice thereof from City; or

(c) Abandon or substantially suspend construction of the Developer Improvements required by this Agreement for a period of thirty (30) days after written notice thereof from the City, unless such abandonment or suspension is not caused by Developer's acts or omissions or as provided for in Section 4B; or

(d) Fail to complete the Developer Improvements within the time limits set forth in the Schedule of Performance; or

(e) Fail to open Conforming Business Activities within the time limits set forth in the Schedule of Performance; or

(f) Contrary to the provisions of Section 4C, Transfer or suffer any involuntary Transfer in violation of this Agreement.

(2) Conditions of Reentry and Revesting Rights. City's right to reenter, terminate and revest shall be subject to and be limited by and shall not defeat, render invalid or limit:

(a) Any mortgage or deed of trust permitted by this Agreement; or

(b) Any rights or interests provided in this Agreement for the protection of the holders of such mortgages or deeds of trust.

City shall not unreasonably refuse any request to subordinate its right of reentry to a City-approved construction lender's mortgage or deed of trust securing a loan of funds for financing construction of the Developer Improvements.

The Grant Deed shall contain appropriate reference and provision to give effect to City's right as set forth in this Section 3E, to reenter and take possession of the Property, with all improvements thereon, and to terminate and revest in City the estate conveyed to Developer. Upon the revesting in City of title to the Property transferred to Developer by Grant Deed as provided in this Section 3E, City shall have the sole and absolute discretion with respect to the Property, including without limitation retaining the Property for City or other public use, or disposing of the Property in its sole and absolute discretion. If City decides to sell the Property City will use reasonable efforts to resell the Property as soon and in such manner as the City may find feasible to a qualified and responsible party or parties (as determined by City) who will assume the obligation of making or completing the Developer Improvements, or such improvements in their stead as shall be satisfactory to City and in accordance with the uses specified for the Property. Upon such resale of the Property, the net proceeds thereof after repayment of any mortgage or deed of trust encumbering the Property, which is permitted by this Agreement, may be applied:

(c) First, to reimburse City, on its own behalf or on behalf of City, all costs and expenses incurred by City, including, but not limited to, reasonable City staff costs and any expenditures by City in connection with the recapture, management and resale of the Property or any part thereof (but less any income derived by City from the Property or any part thereof in connection with such management); all taxes, assessments and water or sewer charges with respect to the Property or any part thereof which Developer has not paid (or, in the event that Property is exempt from taxation or assessment of such charges during the period of ownership thereof by City, an amount, if paid, equal to such taxes, assessments, or charges as would have been payable if the Property were not so exempt); any payments made or necessary to be made to discharge any encumbrances or liens existing on the Property or part thereof at the time or revesting of title thereto in City, or to discharge or prevent from attaching or being made any subsequent encumbrances or liens due to obligations, defaults or acts of Developer, its successors or transferees; any expenditures made or obligations incurred with respect to the making or completion of the Improvements or any part thereof on the Property; and any amounts otherwise owing City; and in the event additional proceeds are thereafter available, then

(d) Second, to reimburse Developer, its successor or transferee, up to the amount equal to the sum of the costs incurred for the acquisition and development of the Property transferred to Developer by Grant Deed and for the Developer Improvements existing on such the Property at the time of the reentry and possession, less any gains or income withdrawn or made by Developer from the Property transferred to Developer by Grant Deed or the Developer Improvements thereon.

Any balance remaining after such reimbursements shall be retained by City as its property. The rights established in this Section 3E are not intended to be exclusive of any other right, power or remedy, but each and every such right, power, and remedy shall be cumulative and concurrent and shall be in addition to any other right, power and remedy authorized herein or now or hereafter existing at law or in equity. These rights are to be interpreted in light of the fact that City will have conveyed the Property to the Developer for redevelopment purposes, particularly for development and operation of commercial facilities, and not for speculation.

(3) Perfecting Reversionary Interest. City may perfect its revisionary interest by recording a Notice of Reversionary Interest in substantially the form set forth in **Attachment No. 5.**

F. Option to Purchase Property After Completion of Developer Improvements and Operation of Conforming Business Activities. If Developer ceases to operate conforming Business Activities in accordance with Section 2E(2), City shall have the “Option” to purchase the Property, and all improvements thereon.

(1) Exercise of Option. City may exercise this Option by delivering written notice of the exercise (“Exercise Notice”) to Developer before the expiration of the ten (10) year Conforming Business Activity provision (“Option Term”). Upon exercise of the Option, the price to acquire the Property shall be the Purchase Price paid by Developer for the Property, plus the Developer’s costs to construct the Developer Improvements, not to exceed the “Fair Market Value” of the Property (“Acquisition Cost”).

(a) “Fair Market Value” of the Property shall be established by an MAI appraiser. City and Developer shall each select an MAI appraiser to prepare an appraisal at their own cost. The Fair Market Value for purposes of this section shall be the average of the two appraisals. Developer may forego obtaining an appraisal, in which case the Fair Market Value shall be established by City’s appraisal.

(b) Developer’s costs to construct the Developer Improvements shall be established by written receipts, and Developer shall be solely responsible for furnishing appropriate documentation to the satisfaction of the City.

(c) The principal balance of any mortgage, deed of trust, security instrument, or similar lien remaining on the Property at the close of escrow shall be deducted from the Acquisition Cost.

(d) City and Developer may agree to an alternative method of determining the Acquisition Cost, or any portion thereof.

(2) Execution of Purchase Agreement. After receipt of the Exercise Notice for purchase of the Property, Developer and City shall promptly prepare and execute a purchase and sale agreement (“Purchase Agreement”). The Purchase Agreement shall be on a customary commercial form used where public agencies acquire property, or otherwise in a form acceptable to Developer and City. City and Developer shall open escrow for the Property acquisition within thirty (30) days of the Exercise Notice.

G. Right of First Refusal. For a period of Fifty (50) years from the Effective Date of this Agreement, City shall have a “Right of First Refusal” to acquire the Property, including any improvements located thereon, at a Fair Market Value as described in Section 3F(1)(a). This Right of First Refusal shall apply to a proposed purchase or a single term lease in excess of ten (10) years that is not otherwise prohibited by this Agreement.

(1) Notification to City. Upon Developer’s receipt of a bona fide offer to purchase or lease the Property and/or Building for a single period in excess of Ten (10) years ("Offer") from a party who is not affiliated with Developer ("Third Party"), which Offer Developer is willing to accept, Developer shall give notice to City ("Notice") that Developer intends to accept the Offer, and concurrently therewith provide City with a copy of the Offer.

(2) Election of Right of First Refusal. If City elects to exercise its Right of First Refusal, it shall do so by delivering to Developer written notice of its election (“Election”) to purchase or lease the Property on terms and conditions substantially the same (identical as to purchase price or lease price) set forth in the Offer, within one hundred twenty (120) days after the receipt of the Notice.

If City does not so notify Developer within said 120 days, City shall be deemed to have rejected the Offer and Developer may proceed to sell or lease the Property (free and clear of this Right of First Refusal) to the Third Party on the terms and conditions set forth in the Offer, or on terms which are better for Developer, but not worse for Developer.

(3) Execution of Purchase Agreement. If City elects to exercise its Right of First Refusal, Developer and City shall promptly prepare and execute a purchase and sale or lease agreement (“Purchase Agreement”). The Purchase Agreement shall be on a customary commercial form used where public agencies acquire property, or otherwise in a form acceptable to Developer and City. City and Developer shall open escrow for the Property acquisition within Thirty (30) days of the Election.

(4) Continuation of Right of First Refusal. Upon the consummation of such purchase and sale or lease to the Third Party, this Right of First Refusal shall automatically and without further notice terminate. If, however, Developer does not consummate a sale or lease to the Third Party as aforesaid, this Right of First Refusal shall not terminate, but shall be revived and continue for the then remaining balance of term of this Right of First Refusal.

4. GENERAL PROVISIONS

A. Notices, Demands and Communications Between the Parties. Any approval, disapproval, demand, document or other notice (“Notice”) which either party may desire to give to the other party under this Agreement must be in writing and may be given by any commercially acceptable means to the party to whom the Notice is directed at the address of the party as set forth below, or at any other address as that party may later designate by Notice.

To City: City Manager

City of Fowler
128 South 5th Street
Fowler, CA 93625
(559) 834-3113
wtucker@ci.fowler.ca.us

To Developer: Bill Purewal
PO Box 1318
Selma, CA 93662
559.217.0494
bill@purefreshsales.com

Any written notice, demand or communication shall be deemed received: immediately if delivered by hand; 24 hours after delivery to a receipted, overnight delivery service such as Federal Express; 24 hours after delivery by e-mail with an acknowledgement of receipt by the intended recipient; and on the fourth (4th) day from the date it is postmarked if delivered by registered or certified mail.

B. Enforced Delay; Extension of Times of Performance. In addition to specific provisions of this Agreement, performance by either party hereunder shall not be deemed to be in default, and all performance and other dates specified in this Agreement shall be extended, where delays or defaults are due to: war; insurrection; pandemic; riots; floods; earthquakes; fires; casualties; acts of God; acts of the public enemy; governmental restrictions or priority; litigation; acts or omissions of the other party; or acts or failures to act of City or any other public or governmental agency or entity (other than the acts or failures to act of City which shall not excuse performance by City, but where any unreasonable delay by City on an action required by this Agreement shall toll the timeframes for an amount of time equal to such unreasonable delays). Notwithstanding anything to the contrary in this Agreement, an extension of time for any such cause shall be for the period of the enforced delay and shall commence to run from the time of the commencement of the cause, if Notice by the party claiming such extension is sent to the other party within thirty (30) days of the commencement of the cause. Times of performance under this Agreement may also be extended in writing by the mutual agreement of City and Developer. Notwithstanding any provision of this Agreement to the contrary, the lack of funding to complete the Developer Improvements shall not constitute grounds of enforced delay pursuant to this Section 4B.

C. Transfers of Interest in Property or Agreement.

(1) Prohibition. The qualifications and identity of Developer, as well as Developer’s proposal, are of particular concern to City. Therefore, for the period commencing upon the date of this Agreement and until furnishing of the Release of Construction Covenants: (a) no voluntary or involuntary successor in interest of Developer shall acquire any rights or powers under this Agreement; (b) nor shall Developer make any total or partial sale, transfer, conveyance, assignment, subdivision, refinancing or lease of the whole or any part of the Property or the Developer Improvements thereon; collectively referred to herein as a “Transfer,” without the prior written approval of the City, except as expressly set forth herein.

(2) Permitted Transfers. Notwithstanding any other provision of this Agreement to the contrary, City approval of a Transfer shall not be required in connection with any of the following:

(a) Any Transfer to an entity or entities in which Developer retains a minimum of fifty-one percent (51%) of the ownership or beneficial interest and retains management and control of the transferee entity or entities.

(b) Any requested assignment for financing purposes (subject to such financing being considered and approved by City pursuant to Section 2N herein), including the grant of a deed of trust to secure the funds necessary for land acquisition, construction and permanent financing of the Developer Improvements.

In the event of a Transfer by Developer under subparagraph (a) above not requiring the City's prior approval, Developer nevertheless agrees that at least thirty (30) days prior to such Transfer it shall give written notice to City of such assignment and satisfactory evidence that the assignee has assumed in writing, through an assignment and assumption agreement in a form satisfactory to City's legal counsel, all of the obligations of this Agreement. Such assignment shall not, however, release the assigning Developer from any obligations to City hereunder.

(3) City Consideration of Requested Transfer. City agrees that it will not unreasonably withhold approval of a request for approval of a Transfer made pursuant to this Section 4C, provided Developer delivers written Notice to City requesting such approval. Such Notice shall be accompanied by evidence regarding the proposed transferee's development and/or operational qualifications and experience, and its financial commitments and resources, in sufficient detail to enable City to evaluate the proposed assignee or purchaser pursuant to the criteria set forth in this Section 4C and as reasonably determined by City. City may, in considering any such request, take into consideration such factors as: (a) the quality of any new and/or replacement operator; (b) the sales tax revenues projected to be received from the Property; (c) the transferee's past performance as developer and operator of commercial facilities; (d) the current financial condition of the transferee, and similar factors. City's approval shall be by the City Council. City agrees not to unreasonably withhold its approval of any such requested Transfer, taking into consideration the foregoing factors.

An assignment and assumption agreement in form satisfactory to City's legal counsel shall also be required for all proposed Transfers requiring City approval. Within thirty (30) days after the receipt of Developer's written Notice requesting City approval of a Transfer pursuant to this Section 4C, City shall either approve or disapprove such proposed assignment or shall respond in writing by stating what further information, if any, City reasonably requires in order to determine the request complete and determine whether or not to grant the requested approval. Upon receipt of such a response, Developer shall promptly furnish to City such further information as may be reasonably requested.

D. Successors and Assigns. All of the terms, covenants and conditions of this Agreement shall be binding upon Developer and its permitted successors and assigns. Whenever

the term “Developer” is used in this Agreement, such term shall include any other permitted successors and assigns as herein provided.

E. Assignment by City. The City may assign or transfer any of its rights or obligations under this Agreement with the approval of Developer, which approval shall not be unreasonably withheld.

F. Relationship Between City and Developer. It is hereby acknowledged that the relationship between City and Developer is not that of a partnership or joint venture and that City and Developer shall not be deemed or construed for any purpose to be the agent of the other. Except as expressly provided herein or in the Attachments hereto, City shall not have any rights, powers, duties or obligations with respect to the development, operation, maintenance or management of the Developer Improvements.

G. No Third-Party Beneficiaries Excepting City. Excepting only City, which shall be deemed to be a third-party beneficiary of this Agreement, there shall be no third-party beneficiaries of this Agreement.

H. City Approvals and Actions. City shall maintain authority over this Agreement and the authority to implement this Agreement through the City Manager. The City Manager shall have the authority to make approvals, issue interpretations, waive provisions, and/or enter into certain amendments of this Agreement on behalf of City so long as such actions do not materially or substantially change the uses or development permitted on the Property, and such approvals, interpretations, waivers and/or amendments may include extensions of time to perform as specified in the Schedule of Performance. All other material and/or substantive interpretations, waivers, or amendments shall require the consideration, action and written consent of the City Council.

I. Counterparts. This Agreement may be signed in multiple counterparts which, when signed by all parties, shall constitute a binding agreement. This Agreement shall be executed in three (3) originals, each of which is deemed to be an original.

J. Integration. This Agreement contains the entire understanding between the parties relating to the transaction contemplated by this Agreement, notwithstanding any previous negotiations or agreements between the parties or their predecessors in interest with respect to all or any part of the subject matter hereof. All prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged in this Agreement and shall be of no further force or effect. Each party is entering this Agreement based solely upon the representations set forth herein and upon each party’s own independent investigation of any and all facts such party deems material. This Agreement includes Attachment Nos. 1 through 5, which are incorporated herein.

K. Real Estate Brokerage Commission. City and Developer each represent and warrant to the other that no broker or finder is entitled to any commission or finder’s fee in connection with Developer’s acquisition of the Property from the City. The parties agree to

defend and hold harmless the other party from any claim to any such commission or fee from any other broker, agent or finder with respect to this Agreement which is payable by such party.

L. Interpretation. As used in this Agreement, the word “including” shall be construed as if followed by the words “without limitation.” This Agreement has been prepared with input from both parties, and shall be interpreted as though prepared jointly by both parties.

M. No Waiver. Any failures or delays by either party in asserting any of its rights and remedies as to any Default shall not operate as a waiver of any Default or of any such rights or remedies, or deprive either such party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies. Nor shall a waiver by either party of a breach of any of the covenants, conditions or agreements under this Agreement to be performed by the other party shall not be construed as a waiver of any succeeding breach of the same or other covenants, agreements, restrictions or conditions of this Agreement.

N. Modifications. Any alteration, change or modification of or to this Agreement, in order to become effective, shall be made in writing and in each instance signed on behalf of each party.

O. Severability. If any term, provision, condition or covenant of this Agreement or its application to any party or circumstances shall be held, to any extent, invalid or unenforceable, the remainder of this Agreement, or the application of the term, provision, condition or covenant to persons or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected, and shall be valid and enforceable to the fullest extent permitted by law.

P. Legal Advice. Each party represents and warrants to the other the following: they have carefully read this Agreement, and in signing this Agreement, they do so with full knowledge of any right which they may have; they have received independent legal advice from their respective legal counsel as to the matters set forth in this Agreement, or have knowingly chosen not to consult legal counsel as to the matters set forth in this Agreement; and, they have freely signed this Agreement without any reliance upon any agreement, promise, statement or representation by or on behalf of the other party, or their respective agents, employees, or attorneys, except as specifically set forth in this Agreement, and without duress or coercion, whether economic or otherwise.

Q. Cooperation. Each party agrees to cooperate with the other in this transaction and, in that regard, to sign any and all documents which may be reasonably necessary, helpful, or appropriate to carry out the purposes and intent of this Agreement including, but not limited to, releases or additional agreements.

R. Rights and Remedies Are Cumulative. Except as otherwise expressly stated in this Agreement, the rights and remedies of the parties are cumulative, and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

S. Applicable Law. The laws of the State of California shall govern the interpretation and enforcement of this Agreement.

T. Non-Liability of Officials and Employees of the City. No member, official or employee of the City shall be personally liable to the Developer, or any successor in interest, in the event of any Default or breach by the City or for any amount which may become due to the Developer or its successors, or on any obligations under the terms of this Agreement.

U. Attorneys' Fees. In any action between the parties to interpret, enforce, reform, modify, rescind, or otherwise in connection with any of the terms or provisions of this Agreement, the prevailing party in the action shall be entitled, in addition to damages, injunctive relief, or any other relief to which it might be entitled, reasonable costs and expenses including, without limitation, litigation costs and reasonable attorneys' fees.

V. Precedence of Documents. If there is any conflict between this Agreement and any supplemental escrow instructions, the order of precedence for resolving conflicts shall be as follows: first this Agreement, second the supplemental escrow instructions.

Signatures on Next Page

IN WITNESS WHEREOF, City and Developer have executed this Disposition and Development Agreement as of the date set forth above.

BILL PUREWAL

Bill Purewal

Date: _____

CITY OF FOWLER

Wilma Tucker, City Manager

Date: _____

ATTEST:

Angela Vazquez, Deputy City Clerk

Date: _____

APPROVED AS TO FORM:

LOZANO SMITH

Scott G. Cross, City Attorney

Date: _____

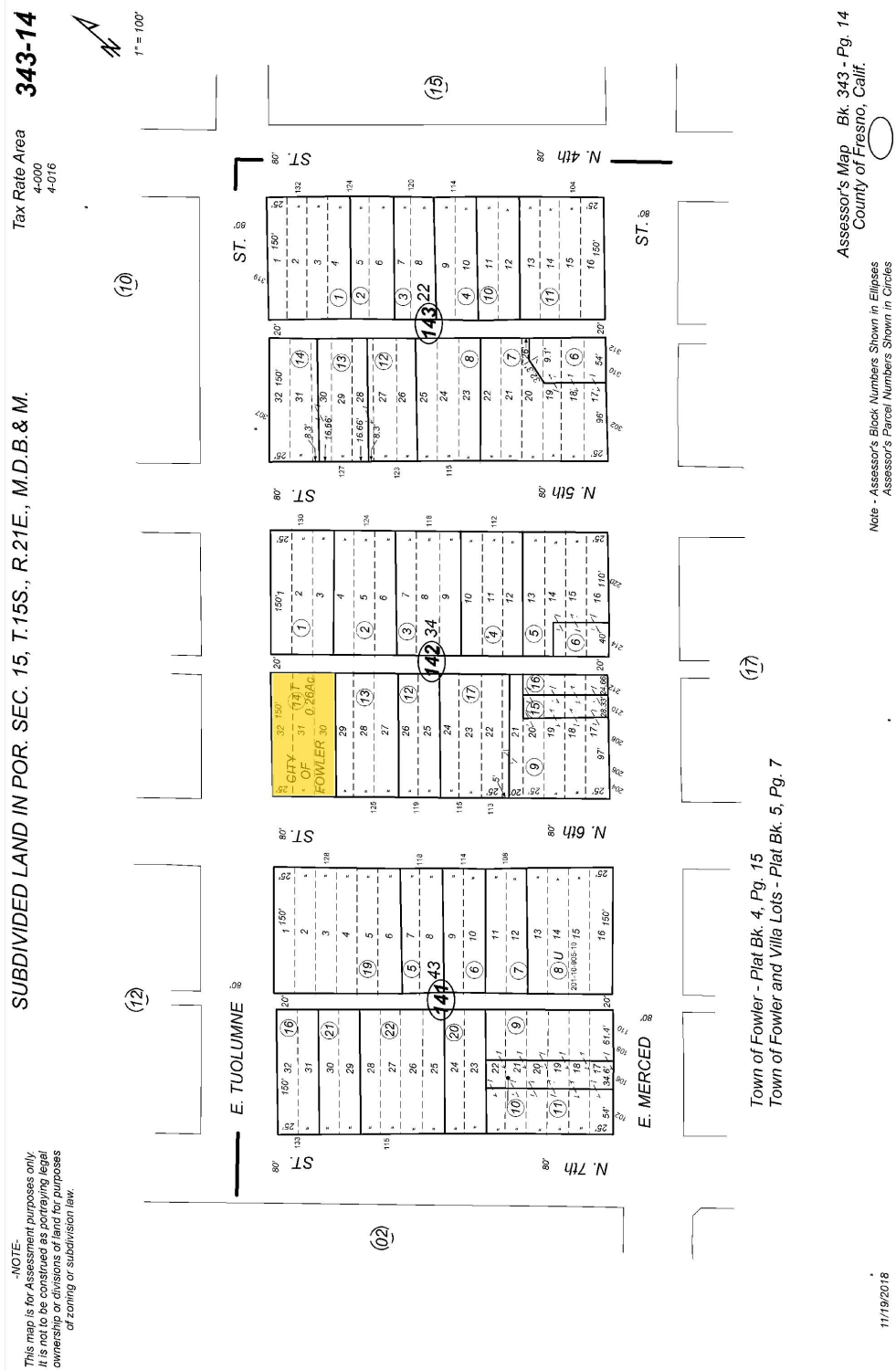
**ATTACHMENT NO. 1
LEGAL DESCRIPTION AND DEPICTION
OF ASSESSOR'S PARCEL NUMBERS 343-142-14T**

LEGAL DESCRIPTION

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

PARCEL 14 OF BLOCK 132 IN BOOK 4, PAGE 15 OF THE TOWN OF FOWLER, FRESNO COUNTY RECORDS.

DEPICTION



ATTACHMENT NO. 2
FORM OF GRANT DEED

*Recorded By and For the Benefit of,
And When Recorded Return to:*

Bill Purewal
PO Box 1318
Selma, CA 93662

GRANT DEED

For valuable consideration, receipt of which is hereby acknowledged,

The City of Fowler, a California municipal corporation (“City”), hereby grants to Bill Purewal (“Developer”), the real property hereinafter referred to as the “Property,” described in **Exhibit A** attached hereto and incorporated herein, subject to the existing easements, restrictions and covenants of record described therein.

1. Conveyance in Accordance Disposition and Development Agreement. The Property is conveyed in accordance with and subject to a Disposition and Development Agreement entered into between City and Developer dated January 17, 2023 (“DDA”), a copy of which is on file with City at its offices as a public record and which is incorporated herein by reference. The DDA generally requires the Developer to construct certain improvements (“Developer Improvements”) and other requirements as set forth therein. All terms used herein shall have the same meaning as those used in the DDA.
2. Permitted Uses. Developer covenants and agrees for itself, its successors, its assigns, and every successor in interest to the Property or any part thereof, that upon the date of this Grant Deed and during construction through completion of development and thereafter, Developer shall devote the Property to the uses specified in this Grant Deed for the periods of time specified therein. All uses conducted on the Property, including, without limitation, all activities undertaken by Developer pursuant to the DDA, shall conform to the DDA and all applicable provisions of the City of Fowler Municipal Code. The foregoing covenants shall run with the land.
3. Restrictions on Transfer and Encumbrances. Developer further agrees as follows:
 - A. For the period commencing upon the date of this Grant Deed and until the furnishing of the Release of Construction Covenants for the Developer Improvements, no

voluntary or involuntary successor in interest of Developer shall acquire any rights or powers under the DDA or this Grant Deed, nor shall Developer make any total or partial sale, transfer, conveyance, assignment, subdivision, refinancing or lease of the whole or any part of the Property or the Developer Improvements thereon, nor shall Developer make any total or partial sale, transfer, conveyance, assignment, subdivision, refinancing or lease of the facilities being operated upon the Property, without the prior written approval of the City pursuant to Section 4C of the DDA.

B. Except as approved in writing by City, Developer shall not place or suffer to be placed on the Property any lien or encumbrance, including but not limited to, mortgages, deeds of trust, or any other form of conveyance required for financing of the construction of the Developer Improvements on the Property and any other expenditures necessary and appropriate to develop the Property pursuant to the DDA, except as provided in Section 2N of the DDA.

C. All of the terms, covenants and conditions of this Grant Deed shall be binding upon Developer and the permitted successors and assigns of the Developer. Whenever the term “Developer” is used in this Grant Deed, such term shall include any other successors and assigns as herein provided.

4. Nondiscrimination. Developer herein covenants by and for itself, its heirs, executors, administrators and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of any protected class under California State or federal law in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the land herein conveyed, nor shall Developer itself or any person claiming under or through Developer, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees in the land herein conveyed. The foregoing covenants shall run with the land.

5. City Right of Reentry. City has the right, at its election, to reenter and take possession of the Property, with all improvements thereon, and terminate and revest in City the estate conveyed to Developer if after the Closing Developer (or its successors in interest) shall:

A. Fail to start the construction of the Developer Improvements as required by the DDA for a period of thirty (30) days after written notice thereof from City; or

B. Abandon or substantially suspend construction of the Developer Improvements required by the DDA for a period of thirty (30) days after written notice thereof from the City, unless such abandonment or suspension is not caused by Developer’s acts or omissions or as provided for in Section 4B of the DDA; or

C. Fail to complete the Developer Improvements within the time limits set forth in the DDA; or

D. Fail to open Conforming Business Activities within the time limits set forth in the DDA; or

E. Contrary to the provisions of Section 4C of the DDA, Transfer or suffer any involuntary Transfer in violation of the DDA.

The City's right to reenter, terminate and revest shall be subject to and be limited by and shall not defeat, render invalid or limit:

- (1) Any mortgage or deed of trust permitted by the DDA; or
- (2) Any rights or interests provided in the DDA for the protection of the holders of such mortgages or deeds of trust.

City shall not unreasonably refuse any request to subordinate its right of reentry to a City-approved construction lender's mortgage or deed of trust securing a loan of funds for financing construction of the Developer Improvements in accordance with Section 2M of the DDA.

Upon the revesting in City of title to the Property as provided in this Section, City shall use its reasonable efforts to resell the Property as soon and in such manner as City shall find feasible to a qualified and responsible party or parties (as determined by City) who will assume the obligation of making or completing the Developer Improvements, or such improvements in their stead as shall be satisfactory to City and in accordance with the uses specified for the Property. Upon such resale of the Property, the net proceeds thereof after repayment of any mortgage or deed of trust encumbering the Property, which is permitted by this Agreement, shall be applied:

- (1) First, to reimburse City, on its own behalf or on behalf of City, all costs and expenses incurred by City, excluding City staff costs, but specifically, including, but not limited to, any expenditures by the City in connection with the recapture, management and resale of the Property or part thereof (but less any income derived by City from the Property or part thereof in connection with such management); all taxes, assessments and water or sewer charges with respect to the Property or part thereof which Developer has not paid (or, in the event that the Property is exempt from taxation or assessment of such charges during the period of ownership thereof by City, an amount, if paid, equal to such taxes, assessments, or charges as would have been payable if the Property were not so exempt); any payments made or necessary to be made to discharge any encumbrances or liens existing on the Property or part thereof at the time or revesting of title thereto in City, or to discharge or prevent from attaching or being made any subsequent encumbrances or liens due to obligations, defaults or acts of Developer, its successors or transferees; any expenditures made or obligations incurred with respect to the making or completion of the Improvements or any part thereof on the Property; and any amounts otherwise owing City; and in the event additional proceeds are thereafter available, then
- (2) Second, to reimburse Developer, its successor or transferee, up to the amount equal to the sum of the costs incurred for the acquisition and development of the Property and for the Developer Improvements existing on the Property at the time of the reentry and possession, less any gains or income withdrawn or made by Developer from the Property or the Developer Improvements thereon.

Any balance remaining after such reimbursements shall be retained by City as its property. The rights established in this Section are not intended to be exclusive of any other right, power or remedy, but each and every such right, power, and remedy shall be cumulative and concurrent and shall be in addition to any other right, power and remedy authorized herein or now or hereafter existing at law or in equity. These rights are to be interpreted in light of the fact that City will have conveyed the Property to Developer for redevelopment purposes, particularly for development and operation of commercial uses, and not for speculation.

6. Violations Do Not Impair Liens. No violation or breach of the covenants, conditions, restrictions, provisions or limitations contained in this Grant Deed shall defeat or render invalid or in any way impair the lien or charge of any mortgage or deed of trust or security interest permitted by Section 3 of this Grant Deed; provided, however, that any subsequent owner of the Property shall be bound by such remaining covenants, conditions, restrictions, limitations and provisions, whether such owner's title was acquired by foreclosure, deed in lieu of foreclosure, trustee's sale or otherwise.

7. Covenants Run With Land. All covenants contained in this Grant Deed shall be covenants running with the land. All of Developer's obligations hereunder except as provided hereunder shall terminate and shall become null and void upon completion of the Developer Improvements and the opening of Conforming Business Activities. Every covenant contained in this Grant Deed against discrimination contained in Section 4 of this Grant Deed shall remain in effect in perpetuity.

8. Covenants For Benefit of City. All covenants without regard to technical classification or designation shall be binding for the benefit of City, and such covenants shall run in favor of City for the entire period during which such covenants shall be in force and effect, without regard to whether City is or remains an owner of any land or interest therein to which such covenants relate. City, in the event of any breach of any such covenants, shall have the right to exercise all the rights and remedies and to maintain any actions at law or suits in equity or other proper proceedings to enforce the curing of such breach.

9. Revisions to Grant Deed. Both City, its successors and assigns, and Developer and the successors and assigns of Developer in and to all or any part of the fee title to the Property, shall have the right with the mutual consent of City and Developer to consent and agree to changes in, or to eliminate in whole or in part, any of the covenants, easements or restrictions contained in this Grant Deed without the consent of any tenant, lessee, easement holder, licensee, mortgagee, trustee, beneficiary under a deed of trust or any other person or entity having any interest less than a fee in the Property. However, Developer and City are obligated to give written notice to and obtain the consent of any first mortgagee prior to consent or agreement between the parties concerning such changes to this Grant Deed. The covenants contained in this Grant Deed, without regard to technical classification, shall not benefit or be enforceable by any third party not a party to the DDA.

~ Signatures on Next Page ~

BILL PUREWAL

Bill Purewal

Date: _____

CITY OF FOWLER

Wilma Tucker, City Manager

Date: _____

ATTEST:

Angela Vazquez, Deputy City Clerk

Date: _____

APPROVED AS TO FORM:

LOZANO SMITH

Scott G. Cross, City Attorney

Date: _____

Exhibit A

LEGAL DESCRIPTION

THE LAND REFERRED TO HERIN BELOW IS SITUATED IN THE CITY OF FOWLER,
COUNTY OF FRESNO, STATE OF CALIFORINIA AND IS DESCRIBED AS FOLLOWS:

PARCEL 14 OF BLOCK 132 IN BOOK 4, PAGE 15 OF THE TOWN OF FOWLER, FRESNO
COUNTY RECORDS.

ATTACHMENT NO. 3

SCHEDULE OF PERFORMANCE

1. Execution of Agreement by City. The City shall execute this Agreement if approved by City Council.	Within five (5) days after City Council approval, the City shall deliver two (2) executed copies of this Agreement to the Developer who shall execute and return to the City within five (5) days.
2. Opening of Escrow. City shall open Escrow with Escrow Agent.	Within ten (10) days after City's receipt of fully executed Agreement.
3. Evidence of the Obtainment of Construction Financing. Developer submits evidence of Construction Financing as required by Section 2N.	Prior to Closing.
4. Submission of Development Plans. Developer submits Design Drawings, Site Plan, and Construction Plans to City's Community Development Director.	Within ninety (90) days of Land Use Approvals.
5. City Approval or Disapproval of Development Plans. City's Community Development Director shall review the Design Drawings, Site Plan, and Construction Plans, and approve or disapprove same.	Within sixty (60) days after submittal.
6. Revisions to Development Plans. Developer shall prepare revised Development Plans and resubmit them to the Community Development Director for review.	Within thirty (30) days after receipt of City comments.
7. Final Review of Development Plans. The Community Development Director shall approve or disapprove the revisions submitted by Developer provided that the revisions necessary to accommodate the Director's comments have been made.	Within thirty (30) days after submittal by the Developer.

8. Land Use Approvals. Developer shall obtain any required discretionary land use entitlements for the Developer Improvements as required by Section 2D.	Land use entitlement submittal shall occur not later than thirty days (30) from the effective date of this Agreement and must be fully approved by the City prior to close of escrow.
9. Conditions of Closing. Developer and City shall satisfy all their respective Conditions of Closing.	Not later than one year from the date of this agreement.
10. Close of Escrow for Conveyance of the Property. City shall convey the Property to Developer.	Not later than one year from the date of this agreement.
11. Construction Permits. Developer shall obtain all construction and any other permits ("Building Permits") necessary to commence construction of the Developer Improvements as set forth in Section 2D.	Not later than thirty (30) days after Closing.
12. Insurance Certificate. Developer shall provide proof of insurance as required by Section 2G.	Prior to the commencement of construction.
13. Commencement of Construction. Developer shall commence construction of the Developer Improvements.	Within thirty (30) days after issuance of the first building permit.
14. Completion of Construction. Developer shall complete construction of the Developer Improvements.	Within twelve (12) months after issuance of the first building permit.
15. Opening of Developer Improvements for Business. "Conforming Business Activities" shall commence.	Within thirty (30) days after issuance of a certificate of occupancy.
17. Right of First Refusal. City shall have a Right of First Refusal to acquire the Property as set forth in Section 3G.	For a period of fifty (50) years from Effective Date of Agreement.

18. Release of Construction Covenants. City shall record the Release of Construction Covenants as set forth in Section 2M and Attachment No. 4.	In accordance with the DDA.
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ATTACHMENT NO. 4
RELEASE OF CONSTRUCTION COVENANTS

*Recorded By and For the Benefit of,
And When Recorded Return to:*

Bill Purewal
PO Box 1318
Selma, CA 93662

RELEASE OF CONSTRUCTION COVENANTS

THIS RELEASE OF CONSTRUCTION COVENANTS (“Release”) is made by the City of Fowler, a California municipal corporation (“City”), in favor of Bill Purewal (“Developer”), as of the date set forth below.

RECITALS

- A. City and Developer have entered into that certain Disposition and Development Agreement dated January 17, 2023 (“DDA”) concerning the development of certain real property situated in the City of Fowler, California as more fully described in **Exhibit A** attached hereto and made a part hereof.
- B. As referenced in Section 2M of the DDA, City is required to furnish Developer or its successors with a Release of Construction Covenants upon completion of construction of the Developer Improvements, which Release is required to be in such form as to permit it to be recorded in the Recorder’s office of Fresno County. This Release is conclusive determination of satisfactory completion of the construction and development required by the DDA for the Developer Improvements.
- C. City has conclusively determined that such construction and development of the Developer Improvements has been satisfactorily completed.

NOW, THEREFORE, the City hereby certifies as follows:

1. The Developer Improvements to be constructed by Developer have been fully and satisfactorily completed in conformance with the DDA. Any operating requirements and all use, maintenance or nondiscrimination covenants contained in the DDA and other documents executed and recorded pursuant to the DDA shall remain in effect and enforceable according to their terms.
2. Nothing contained in this Release shall modify in any other way any other provisions of the DDA.

IN WITNESS WHEREOF, the City has executed this Release this ____ day of _____ 202__.

CITY OF FOWLER, a California municipal corporation

By: _____
Wilma Tucker, City Manager

ATTEST:

City Clerk

APPROVED BY DEVELOPER:

BILL PUREWAL

Bill Purewal

Exhibit A

LEGAL DESCRIPTION

THE LAND REFERRED TO HERIN BELOW IS SITUATED IN THE CITY OF FOWLER, COUNTY OF FRESNO, STATE OF CALIFORINIA AND IS DESCRIBED AS FOLLOWS:

PARCEL 14 OF BLOCK 132 IN BOOK 4, PAGE 15 OF THE TOWN OF FOWLER, FRESNO COUNTY RECORDS.

ATTACHMENT NO. 5
NOTICE OF REVERSIONARY INTEREST

Recorded By and For the Benefit of,
And When Recorded Return to:

CITY OF FOWLER
128 South 5th Street
Fowler, California 93625
ATTN: City Clerk

NOTICE OF REVERSIONARY INTEREST

APN 343-142-14T

RECITALS

WHEREAS, the City of Fowler, a California municipal corporation (“City”), and Bill Purewal (“Developer”), (“Developer”), entered into that certain Disposition and Development Agreement dated January 17, 2023 (“DDA”) concerning the development of certain real property situated in the City of Fowler, County of Fresno, State of California (“Property”) as more fully described in **Exhibit A** attached hereto and made a part hereof; and

WHEREAS, pursuant to Section 2 of the DDA, Developer failed to complete certain Improvements by specified dates or otherwise failed to timely cure a breach of the DDA, and therefore Title to the Property has reverted back to City.

NOW, THEREFORE, City does hereby give notice that Title has reverted to City for the Property and City intends to exercise all rights to the Property.

IN WITNESS WHEREOF, City has duly executed this instrument this __ day of _____, 202_.

CITY OF FOWLER

By: _____
Wilma Tucker, City Manager

Exhibit A

LEGAL DESCRIPTION

THE LAND REFERRED TO HERIN BELOW IS SITUATED IN THE CITY OF FOWLER,
COUNTY OF FRESNO, STATE OF CALIFORINIA AND IS DESCRIBED AS FOLLOWS:

PARCEL 14 OF BLOCK 132 IN BOOK 4, PAGE 15 OF THE TOWN OF FOWLER, FRESNO
COUNTY RECORDS.



CITY COUNCIL MEETING

REPORT TO THE CITY COUNCIL

DATE: January 16, 2024

FROM: SOO HO PARK, City Engineer

SUBJECT: ADOPT Resolution No. 2701 to approve a revised Trash Enclosure Standard

EXECUTIVE SUMMARY

The proposed Resolution No. 2701 approves a revised Standard Plan M-12 to provide multiple trash enclosure layout options to provide flexibility for development applicants.

BACKGROUND

The Fowler City Council previously approved development improvement standards for various public infrastructure facilities related to streets, water, and sewer, etc. Staff has determined that updating the Standard Plan M-12 for Trash Enclosures with multiple layouts options provides development applicants flexibility when siting their required trash enclosures around existing site constraints. The revised Standard Plan M-12 allows up to 6 different layouts depending on the types of bins required and preferred bin orientation.

PUBLIC NOTICE

This item does not require a public hearing and was noticed as a part of the City Council Agenda.

ENVIRONMENTAL REVIEW

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

GENERAL PLAN CONSISTENCY

This action is consistent with:

General Plan Policy PF-26

Ensure solid waste pick-up and disposal facilities are sufficient to meet new development needs.

FISCAL IMPACT

There is not a fiscal impact to the City since trash enclosures are included as part of development improvement plans and are typically installed at developer's expense.

CONFLICT OF INTEREST

Staff is not aware of any conflicts of interest.

Attachments

- Resolution No. 2701
- Standard Plan M-12

RESOLUTION NO. 2701

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CITY OF FOWLER
ADOPTING REVISED TRASH ENCLOSURE STANDARD**

WHEREAS, the City of Fowler has previously utilized and adopted improvement standard for construction of public infrastructure facilities; and

WHEREAS, periodic revisions to the improvements standards are necessary to ensure proper, construction and function of city infrastructure and other miscellaneous facilities; and

WHEREAS, standard plan M-12 provides details for construction of trash enclosures.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Fowler that effective immediately, Standard Plan M-12 is hereby adopted for inclusion in the City Improvement Standards.

PASSED, APPROVED AND ADOPTED this 16th day of January 2024, at a regular meeting of the Fowler City Council by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

APPROVED:

Daniel T. Parra, Mayor

ATTEST:

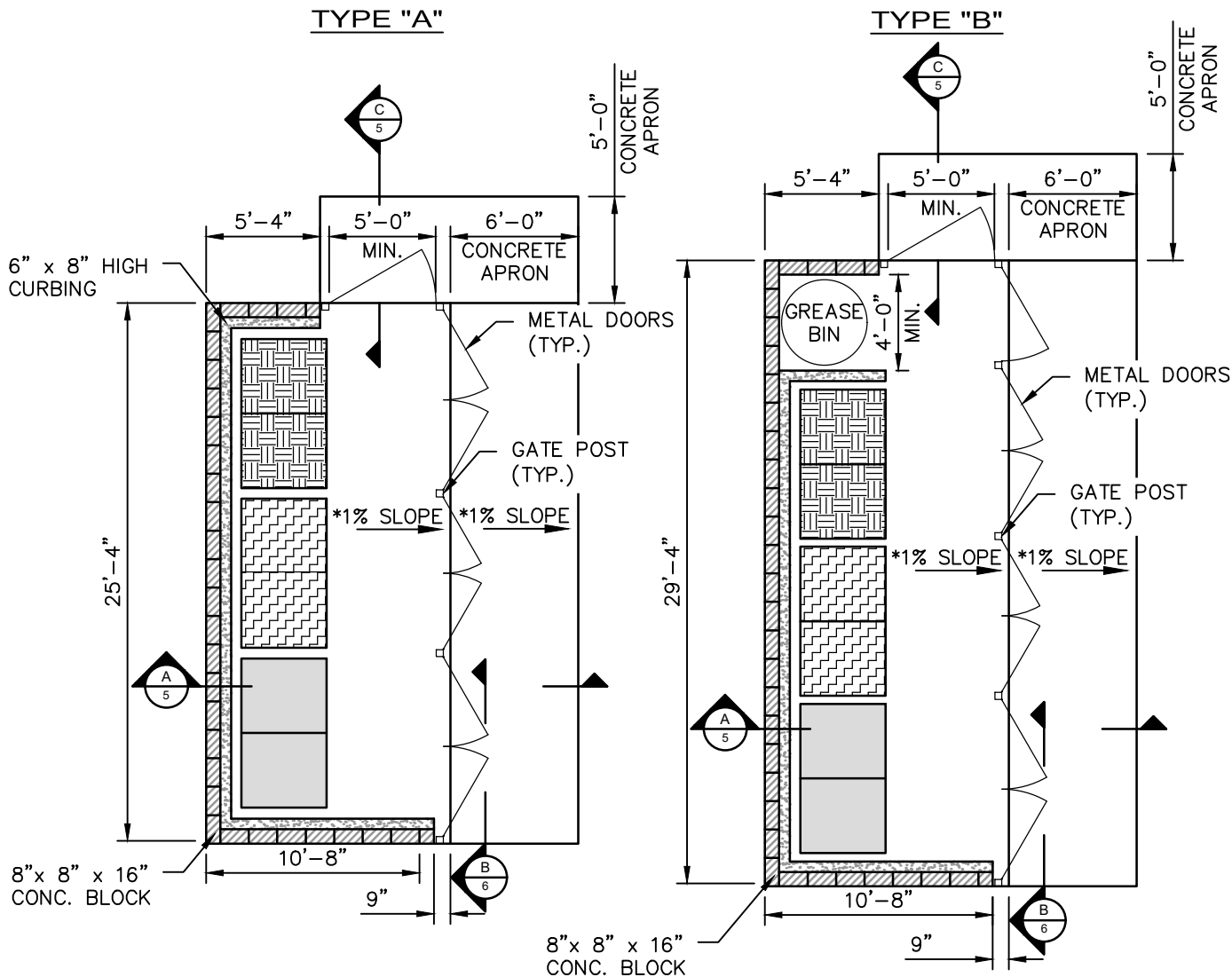
Angela Vasquez, Deputy City Clerk

GENERAL NOTES AND SPECIFICATIONS:

1. ALL CONSTRUCTION SHALL COMPLY WITH THE CALIFORNIA BUILDING CODES.
2. GROUT ALL CELLS CONTAINING REINFORCED STEEL.
3. ALL MASONRY UNITS SHALL COMPLY WITH THE LATEST ADOPTED CALIFORNIA BUILDING CODE, ATSM C-90, GRADE N.
4. ALL MASONRY DEVELOPMENT SHALL BE INSPECTED BY THE CITY OF FOWLER DEVELOPMENT DEPARTMENT.
5. DEPTHS OF FOOTINGS ARE INTO NATURAL UNDISTURBED SOIL OR TESTED AND APPROVED COMPACTED FILL.
6. REINFORCING STEEL SHALL BE DEFORMED BARS, MINIMUM GRADE 40.
7. FOOTING CONCRETE SHALL BE A MINIMUM 2500 PSI AT 28 DAYS.
8. MORTAR SHALL BE TYPE-S (MINIMUM 1800 PSI AT 28 DAYS).
 - 1 (1) PART TYPE 1 CEMENT.
 - ONE HALF (1/2) PART LIME PUTTY OR HYDRATED LIME.
 - FOUR AND ONE HALF (4 1/2) PARTS SAND (MAXIMUM).
9. GROUT SHALL BE A MINIMUM 2000 PSI AT 28 DAYS.
 - ONE (1) PART CEMENT.
 - THREE (3) PARTS SAND.
 - TWO (2) PARTS PEA GRAVEL.
10. EARTH COLORED MATERIALS SHALL BE USED WHERE RESIDENTIAL AREAS ARE AFFECTED.
11. FINISH PAD ELEVATION TO BE FLUSH WITH GRADE AT ACCESS PAVEMENT.
12. ANY GATE HINGES SHOULD BE LOCATED ON THE OUTSIDE.
13. METAL DOORS ARE REQUIRED ON ALL ENCLOSURES, CHAIN LINK IS NOT ACCEPTABLE.
14. 8" CONCRETE BLOCK TO BE USED FOR WALLS.
15. CONTRACTOR SHALL VERIFY SIZE OF OPENING IN FIELD.
16. ACCESSIBLE DOORS AND GATES SHALL COMPLY WITH CBC 11B-404.2.7 & 404.2.8, 404.2.9.
17. ACCESSIBLE ROUTE REQUIREMENTS SHALL COMPLY WITH CBC 11B-206.1 & 11B-206.2.2.
18. TRASH ENCLOSURE TYPE AS APPROVED BY THE CITY. MODIFICATIONS TO MEET SITE CONSTRAINTS MAY BE APPROVED BY CITY ENGINEER.

REVISION DATE		CITY OF FOWLER	STD.DWG.
04/10/01	12/26/23	COMMERCIAL & INDUSTRIAL TRASH ENCLOSURE	M-12
			1 OF 8

TRASH ENCLOSURE PLAN



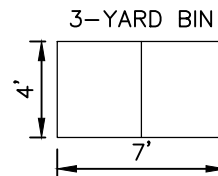
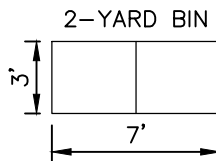
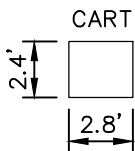
NOTES:

1. TRASH ENCLOSURE SIZE TO BE APPROVED BY CITY AND REFUSE HAULER.
2. GREASE BINS ARE REQUIRED FOR TRASH ENCLOSURE LOCATIONS THAT SERVE RESTAURANTS.
3. A GREENWASTE BIN IS REQUIRED FOR ALL LOCATIONS THAT PRODUCE ORGANIC WASTE PER SB 1383.

*CROSS SLOPES
NOT TO EXCEED
2% IN ANY
DIRECTION

LEGEND:

	TRASH
	RECYCLING
	GREENWASTE/ORGANICS

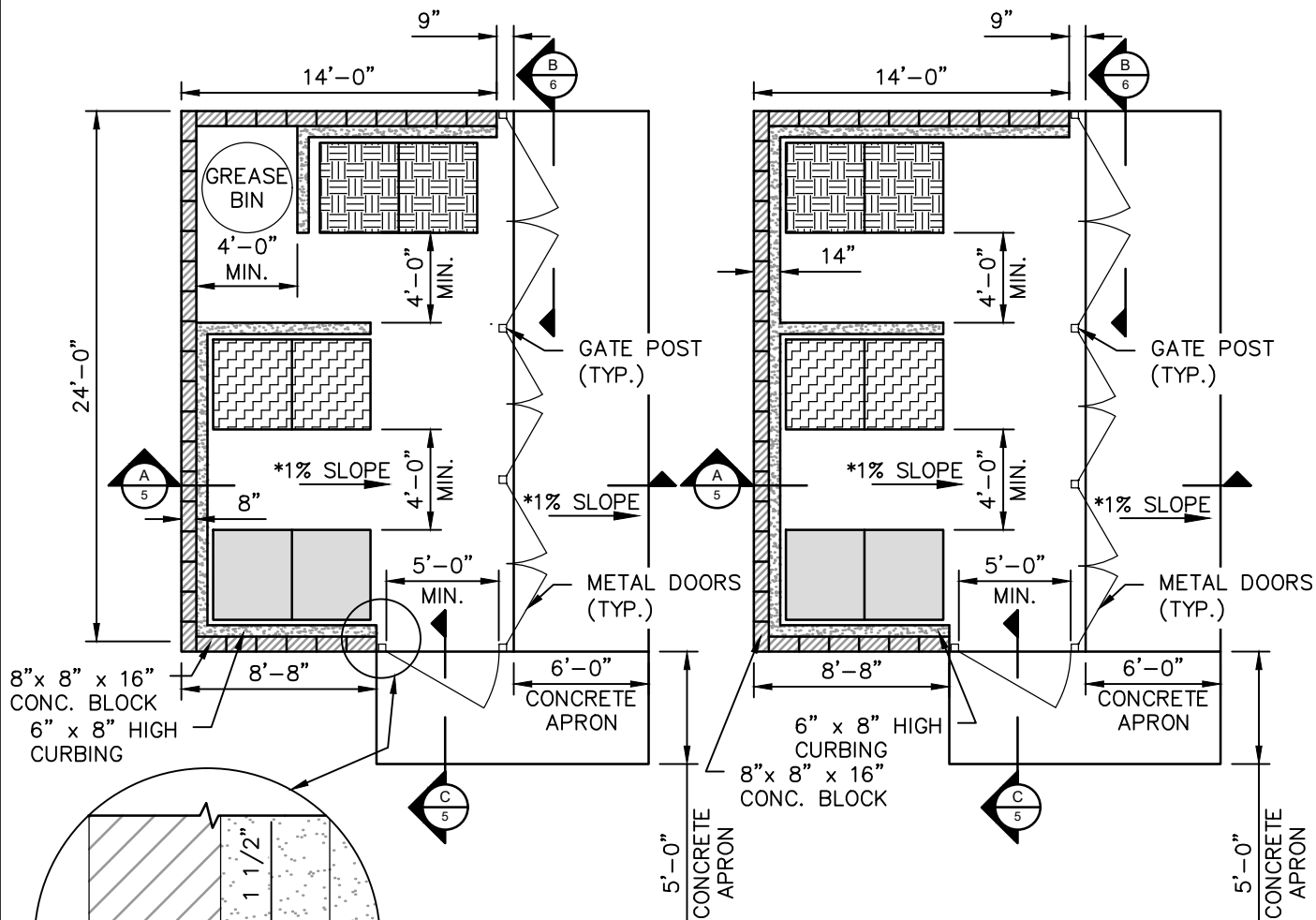


REVISION DATE		CITY OF FOWLER		STD.DWG.
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TRASH ENCLOSURE PLAN

TYPE "C"




TYPE "D"

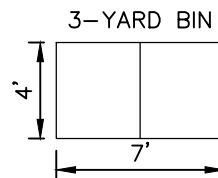
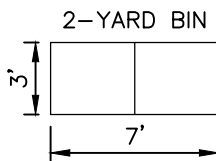
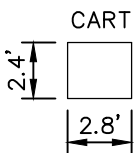


NOTES:

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2. GREASE BINS ARE REQUIRED FOR TRASH ENCLOSURE LOCATIONS THAT SERVE RESTAURANTS.
3. A GREENWASTE BIN IS REQUIRED FOR ALL LOCATIONS THAT PRODUCE ORGANIC WASTE PER SB 1383.

LEGEND:

-  TRASH
-  RECYCLING
-  GREENWASTE/ORGANICS



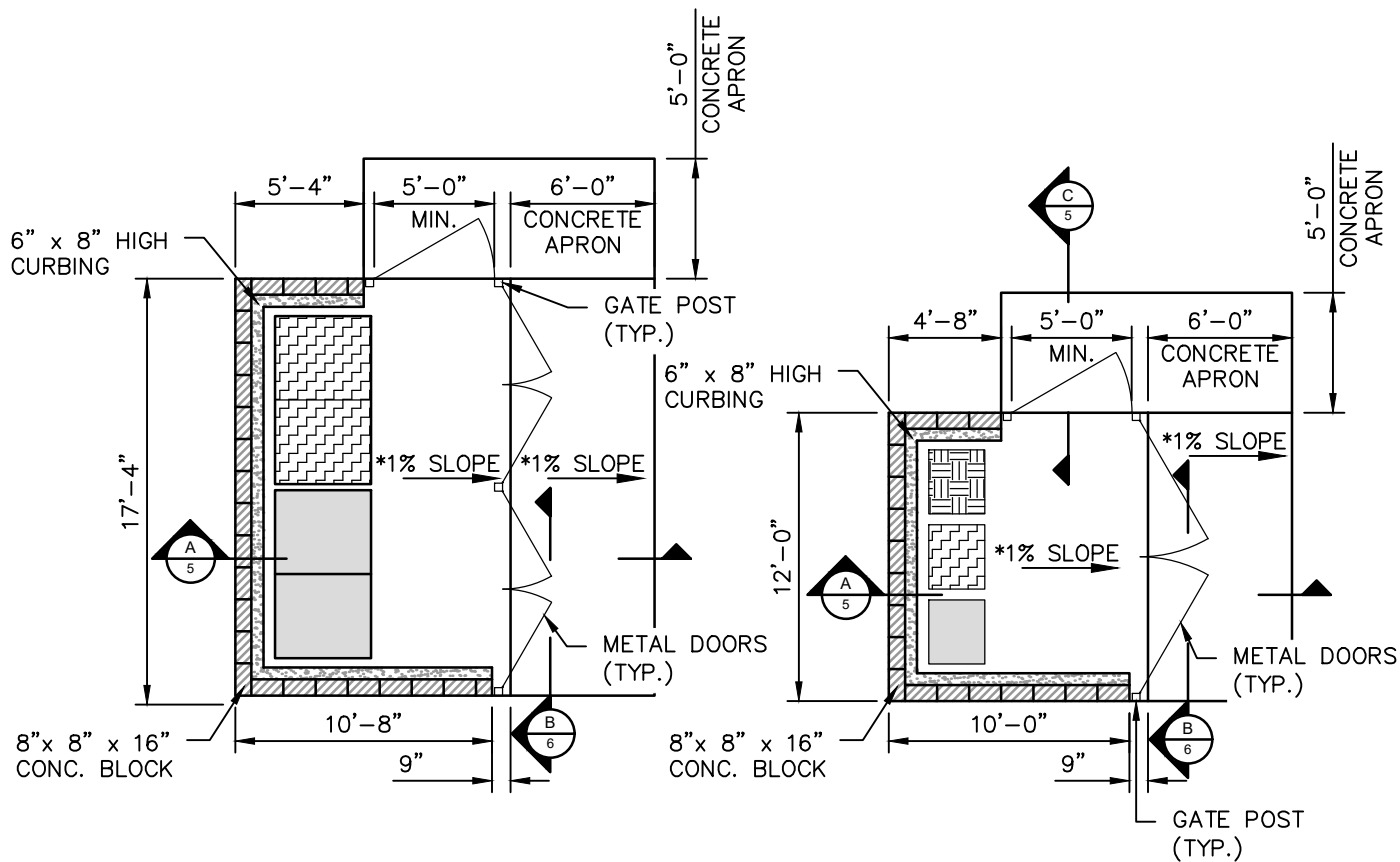
*CROSS SLOPES
NOT TO EXCEED
2% IN ANY
DIRECTION

REVISION DATE		CITY OF FOWLER		STD.DWG.
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TRASH ENCLOSURE PLAN

TYPE "E"

TYPE "F"



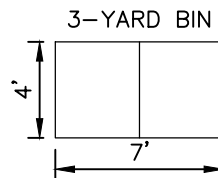
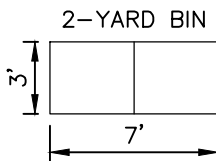
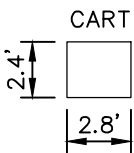
NOTES:

1. TRASH ENCLOSURE SIZE TO BE APPROVED BY CITY AND REFUSE HAULER.
2. GREASE BINS ARE REQUIRED FOR TRASH ENCLOSURE LOCATIONS THAT SERVE RESTAURANTS.
3. A GREENWASTE BIN IS REQUIRED FOR ALL LOCATIONS THAT PRODUCE ORGANIC WASTE PER SB 1383.

*CROSS SLOPES NOT TO EXCEED 2% IN ANY DIRECTION

LEGEND:

- TRASH
- RECYCLING
- GREENWASTE/ORGANICS



REVISION DATE		CITY OF FOWLER		STD.DWG.
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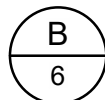
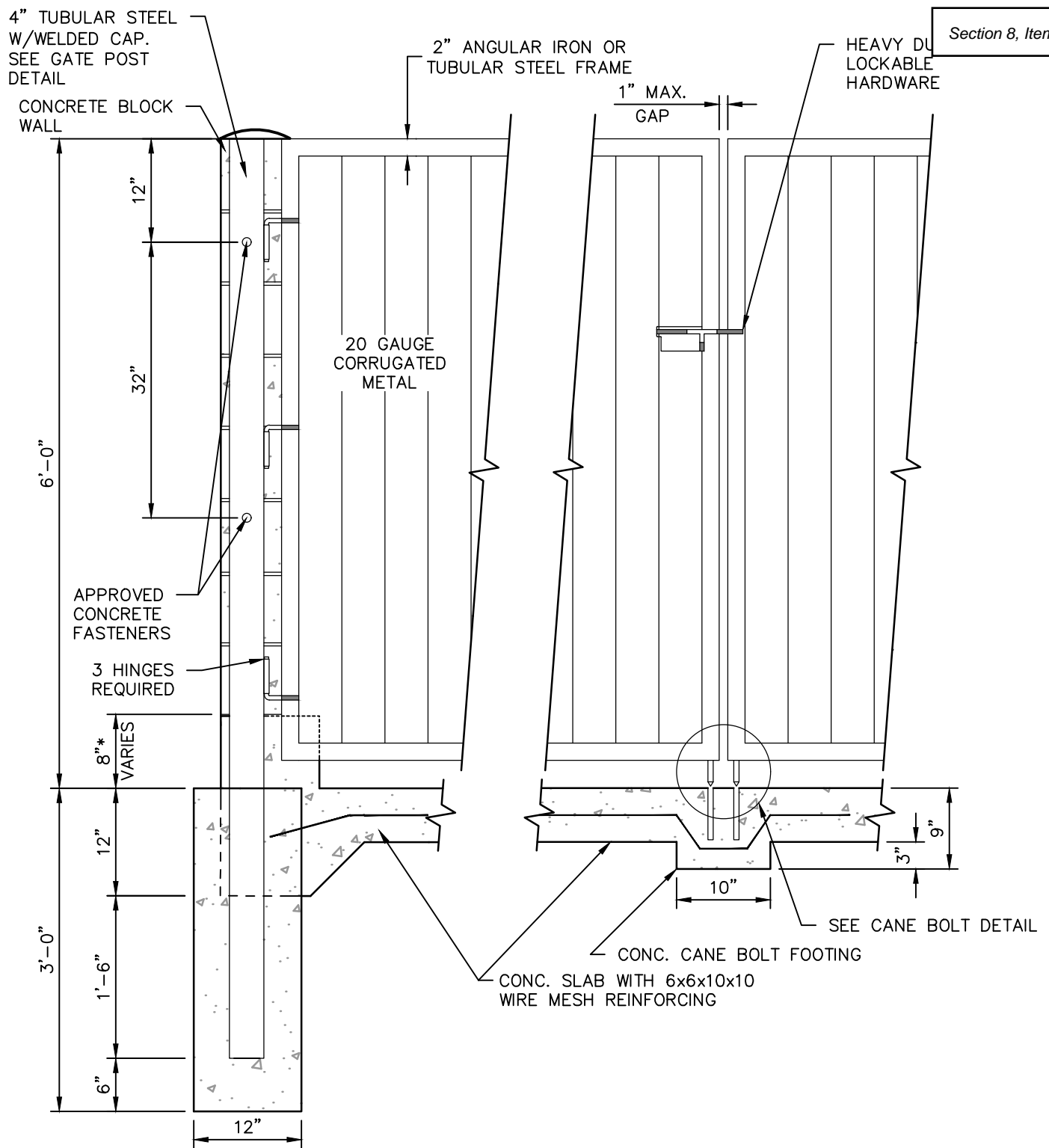


BLOCK WALL SECTION

*NOTE:

1. WALKWAY AND STEM WALL HEIGHT VARIES FROM 8" AT BACK OF STRUCTURE TO MAXIMUM OF 10" AT FRONT DEPENDING UPON FLOOR SLOPE.

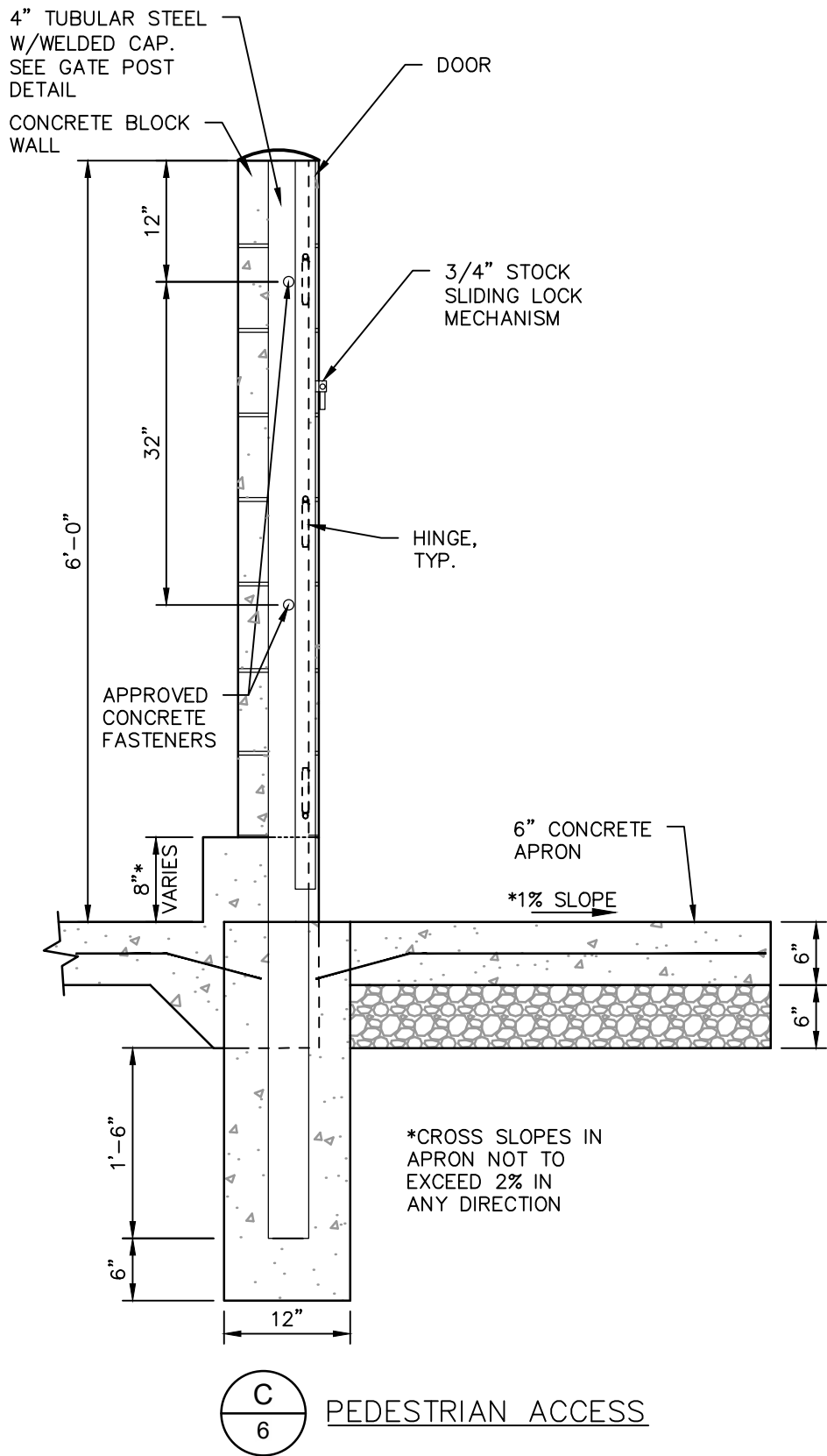
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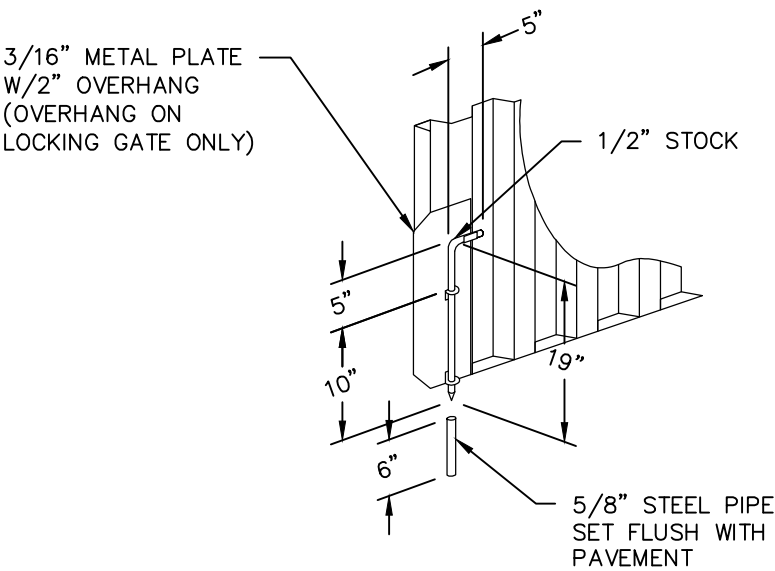
GATE SECTION

*SEE NOTE ON SHEET 5 OF 7

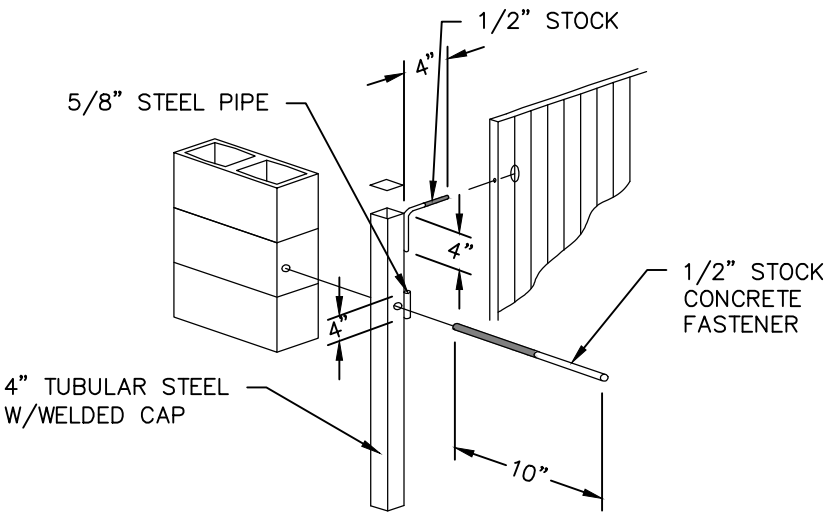
REVISION DATE		CITY OF FOWLER	STD.DWG.
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		COMMERCIAL & INDUSTRIAL TRASH ENCLOSURE	M-12
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CANE BOLT DETAIL
(BOTH SIDES OF GATE)



GATE POST DETAIL

NOTES:

1. GATES TO BE PAINTED TO MATCH BUILDING ACCENT FEATURES
2. DESIGN, ENGINEERING AND CONSTRUCTION NOT SPECIFICALLY NOTED SHALL BE IN ACCORDANCE WITH ACCEPTED INDUSTRY STANDARDS AND OF FIRST QUALITY.
3. SECONDARY CANE BOLT RETAINER TO BE PLACED FOR EACH GATE SUCH THAT GATE IS HELD IN A POSITIONS 90° TO THE CLOSED POSITION.
4. TWO GATES ARE REQUIRED ON EACH CELL WITH THE EXCEPTION OF THE GREASE BARREL CELL.

REVISION DATE		CITY OF FOWLER COMMERCIAL & INDUSTRIAL TRASH ENCLOSURE	STD.DWG. M-12 8 OF 8
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CITY COUNCIL MEETING

REPORT TO THE CITY COUNCIL

DATE: January 16, 2024

FROM: SOO HO PARK, City Engineer

SUBJECT: Actions pertaining to the Tract 5952:

1)APPROVE Resolution No. 2702 to accept the public improvements related to Tract 5952 upon receipt of the maintenance bond required by the subdivision agreement

2)DIRECT the City Engineer to file the notice of completion and release the bonds associated with Tract 5952.

EXECUTIVE SUMMARY

The subject action accepts the public improvements constructed as part of Tract 5952 and begin the one-year warranty period of the public improvements upon filing of the Notice of Completion.

BACKGROUND

The Revised Vesting Tentative Map No. 5952 was approved, subject to the revised conditions of approval, by the City Council on May 7, 2019. The final map, accepted by the City Council on November 2, 2021 dedicated public street right-of-way to the City for the purposes of providing public utilities and access to the lots.

The City continues to maintain performance, labor, and material bond securities for Final Map No. 5952. These securities are held throughout construction to give the City a means to complete the public improvements should the developer fail to do so for any reason. These public improvements have since been completed and have been approved by the City Engineer. It is now appropriate for the City to formally accept the completion of work and release the developer's construction bonds.

The project was completed and constructed in accordance with the plans and specifications to the satisfaction of the City Engineer. The one-year warranty period will begin upon the filing of the Notice of Completion, which will follow the Council's acceptance of the project.

PUBLIC NOTICE

This item does not require a public hearing and was noticed as a part of the City Council Agenda.

ENVIRONMENTAL REVIEW

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

GENERAL PLAN CONSISTENCY

This action is consistent with:

General Plan Goal PF-1

Fowler provides reliable public facilities, utilities, and community services that meet the needs of the existing community and planned growth.

General Plan Policy PF-3

Ensure that land divisions and developments are approved only when a project's improvements, dedications, and fees fully cover incremental costs to the City and other agencies. Such improvements and infrastructure include parks, major streets, traffic signals, streetlights, drainage systems, sewer, water, fire, police, schools, and other related facilities.

FISCAL IMPACT

There will be ongoing maintenance and renewal costs for the completed improvements. These will be offset by the landscape and storm drain maintenance district No. 1 assessments. There will be no direct impact to the General Fund.

CONFLICT OF INTEREST

Staff is not aware of any conflicts of interest.

Attachments

- Resolution No. 2702

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FOWLER
TO APPROVE AND ACCEPT THE PUBLIC IMPROVEMENTS CONSTRUCTED FOR
TRACT NO. 5952 AND TO AUTHORIZE THE CITY ENGINEER TO RELEASE THE BOND
SECURITIES AND FILE A NOTICE OF COMPLETION**

WHEREAS, Revised Vesting Tentative Subdivision Map No. 5952 was approved by the City Council with Resolution 2428 on May 7, 2019; and

WHEREAS, the Final Tract Map No. 5952 for the subdivision was approved by the City Council with Resolution 2526 on November 2, 2021; and

WHEREAS, all work within the public right-of-way and all street improvements required by the conditions of approval of the above tract have been completed by the Owner in accordance with the City of Fowler Standard Drawings, City of Fowler Standard Specifications, the State of California Department of Transportation Standard Specifications, and the approved construction plans as stipulated in the Subdivision Agreements for the tract, and

WHEREAS, all such construction has been approved by the City Engineer and satisfactorily tested by approved testing laboratories; and

WHEREAS, Performance, Labor, and Materials bond securities were furnished to the City in accordance with the Subdivision Agreements for the tract.

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

1. The public improvements constructed for Tract No. 5952 are hereby approved and accepted, and authorization is given to the City Engineer to release the bond securities for said improvements in accordance with the provisions of Government Code section 66499.7.
2. The City Engineer is hereby authorized to file a Notice of Completion for this project with the Fresno County Recorder's Office.

PASSED, APPROVED AND ADOPTED this 16th day of January 2024, at a regular meeting of the Fowler City Council by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

APPROVED:

Daniel T. Parra, Mayor

ATTEST:

Angela Vasquez, Deputy City Clerk



CITY COUNCIL MEETING

REPORT TO THE CITY COUNCIL

DATE: January 16, 2024

FROM: DAWN E. MARPLE, City Planner

SUBJECT: APPROVE Resolution No. 2700, approving updated fee schedules for Planning Fees and Development Impacts Fees for 2024.

EXECUTIVE SUMMARY

Approving updated fee schedules for the City's planning fees and development impact fees with increased fees based on inflation will allow the City to recover the estimated costs incurred to process development applications and entitlements, and allow the City to collect the estimated costs for facilities and improvements needed to serve future development projects.

BACKGROUND

Planning Fees

The City of Fowler imposes planning fees to offset the cost to the City of processing, reviewing, and approving planning and development applications. The amounts of the planning fees are set by City Council Resolution. As done previously, planning fees are increased annually based on the Engineering News-Record (ENR) Construction Cost Index to cover the increased cost to the City of providing the services.

Government Code Section 66000 et seq., (specifically section 66014) authorizes the City to charge fees to applicants for development entitlements to process applications provided the amount of the fee charged does not exceed the estimated reasonable cost of providing the service for which the fee is charged. Fees should be set at amounts so the applicant is covering the cost to the City of processing the application.

The ENR Construction Cost Index increased 2.6% from January 2023 to January 2024. This index is a commonly used inflation measure in the building industry. The City is authorized to increase applicable fees to keep up with increased costs to the City of processing such applications and entitlements. An inflationary increase in the planning fees is necessary for the City to recover, from the applicant, the increased costs to the City in processing applications and entitlements for proposed development projects. The proposed increase in fees, in the attached updated Planning

Fee Schedule – 2024 (Exhibit A), does not exceed the estimated reasonable cost to the City of providing such services by City staff and consultants.

Development Impact Fees

The City of Fowler imposes development impact fees to fund facilities and improvements needed to serve new development. Fowler Municipal Code Section 3-8.01 authorizes development impact fees for: (1) general facilities necessary for the administration of the City; (2) law enforcement facilities and equipment; (3) fire protection and suppression facilities and equipment; (4) storm drainage facilities; (5) water supply facilities; (6) wastewater facilities; (7) traffic facilities; (8) groundwater recharge facilities; and (9) parks and recreation facilities. The last approved increase in development impact fees occurred in July 2023.

Fowler Municipal Code Section 3-8.06 authorizes the development impact fees to be adjusted each calendar year to account for inflation based on the National Average Construction Cost Index as published by the ENR, or similar construction cost indexes. Such an increase is subject to City Council review and approval by resolution, and is not deemed an increase in the amount of the fee subject to the provisions of Sections 66000, et seq., of the California Government Code.

As discussed above, the ENR Construction Cost Index increased 2.6% from January 2023 to January 2024. Again, pursuant to Government Code Section 66000, et seq., the City is authorized to charge development impact fees to developers as a condition of approval of development projects to fund the estimated costs of facilities and improvements needed to serve the new development. As the City continues to grow and costs continue to rise, the increased fees will help the City collect sufficient funds to provide new or improved facilities and infrastructure needed to serve new development.

PUBLIC NOTICE

A Notice of Public Hearing was duly published in *The Business Journal* on January 5, 2024, and January 12, 2024, in accordance with Government Code section 6062a.

ENVIRONMENTAL REVIEW

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

GENERAL PLAN CONSISTENCY

This action is consistent with the following General Plan Policies and Goals:

General Plan Goal ED-3

Fowler invests in necessary infrastructure, resources, and beautification to ensure the success of economic development strategies.

General Plan Policy OS-17

The City shall use a broad range of funding and economic development tools to ensure high quality development, maintenance, and programming of the City parks, trails, and recreation system.

General Plan Policy OS-18

All residential projects shall be subject to the payment of park development impact fees, as adopted by resolution of the City Council. Payment of these development impact fees shall be in addition to any parkland dedication or in-lieu fee payment requirements in accordance with Fowler's adopted Quimby Act Ordinance, as applicable, except as provided for in Policy OS-6.

General Plan Goal PF-1

Fowler provides reliable public facilities, utilities, and community services that meet the needs of the existing community and planned growth.

General Plan Policy PF-1

Require private and public land developments to provide all on-site and off-site facility improvements or pay in-lieu fees necessary to mitigate any development-generated public facility impacts.

General Plan Policy PF-3

Ensure that land divisions and developments are approved only when a project's improvements, dedications, and fees fully cover incremental costs to the City and other agencies. Such improvements and infrastructure include parks, major streets, traffic signals, streetlights, drainage systems, sewer, water, fire, police, schools, and other related facilities.

General Plan Policy PF-4

Regularly evaluate and update, as necessary, development impact fees and other applicable City fees.

General Plan Policy PF-17

Continue to establish development fees and user rates that are sufficient to operate, maintain, and upgrade (for current and future regulatory requirements) the City's water, wastewater, and stormwater infrastructure.

FISCAL IMPACT

This action will result in additional general fund revenue to offset the City's increased costs in processing proposed development projects.

CONFLICT OF INTEREST

Staff is not aware of any conflicts of interest.

Attachments

- Resolution No. 2700
- Exhibit A (Planning Fee Schedule 2024) to Resolution No. 2700
- Exhibit B (Development Impact Fee Schedule (2024)) to Resolution No. 2700

RESOLUTION NO. 2700**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FOWLER
APPROVING UPDATED FEE SCHEDULES FOR PLANNING FEES AND
DEVELOPMENT IMPACT FEES FOR CALENDAR YEAR 2024**

WHEREAS, pursuant to Government Code Section 66000 et seq. and 66014, the City of Fowler (City) is authorized to impose planning fees on applicants for new development projects; and

WHEREAS, pursuant to Government Code Section 66000 et seq. and Chapter 8 of Title 3 of the Fowler Municipal Code, the City is authorized to impose development impact fees as a condition of approval of new development projects; and

WHEREAS, Resolution 2206, adopted on October 19, 2020, authorizes an annual inflationary adjustment to the planning fees charged by the City to reflect the increase in construction costs by a percentage equal to the national average construction cost index as published by the Engineering News Record; and

WHEREAS, Fowler Municipal Code section 3-8.06 authorizes an annual inflationary adjustment to development impact fees to reflect the increase in construction costs by a percentage equal to the national average construction cost index as published by the Engineering News Record, or similar construction cost indexes; and

WHEREAS, the inflationary index for 2024 is 2.6%, and the proposed increased fees are reflected in the respective schedules attached hereto as Exhibit A and Exhibit B; and

WHEREAS, at a regular meeting on January 16, 2024, at 6:00pm, the Fowler City Council conducted a duly noticed public hearing to consider the proposed increased fees reflected in the City of Fowler 2024 Planning Fee Schedule (Exhibit A attached hereto) and City of Fowler Development Impact Fee Schedule (2024) (Exhibit B attached hereto); and

WHEREAS, notice of said public hearing was duly published in the January 5, 2024 and January 12, 2024, edition of *The Business Journal* in accordance with Government Code Section 6062a, posted at City Hall and on the City's website, and sent to interested parties via email; and

WHEREAS, the City Council has independently reviewed and considered the City of Fowler 2024 Planning Fee Schedule and City of Fowler Development Impact Fee Schedule (2024) attached hereto as Exhibits A and B, respectively, and has evaluated and considered all written and oral comments and other information provided during the public hearing,

**NOW THEREFORE, BASED UPON THE ENTIRE RECORD OF THE PROCEEDINGS,
THE CITY COUNCIL RESOLVES AS FOLLOWS:**

1. The updated Planning Fee Schedule 2024 attached hereto as **Exhibit A** is hereby approved, and the rates, fees, and charges set forth therein shall be effective beginning sixty (60) days after the adoption of this resolution, in accordance with Government Code Section 66017.
2. The updated Development Impact Fee Schedule (2024) attached hereto as **Exhibit B** is hereby approved, and the rates, fees, and charges set forth therein shall be effective beginning sixty (60) days after the adoption of this resolution, in accordance with Government Code Section 66017.

PASSED, APPROVED AND ADOPTED this 16th day of January 2024, at a regular meeting of the Fowler City Council by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

APPROVED:

Daniel T. Parra, Mayor

ATTEST:

Angela Vasquez, City Clerk

Exhibit A
City of Fowler
Planning Fee Schedule 2024

Type of Application	2023 Fee	2024 Increase %	2024 Fee	Notes
Abandoned Residential Property Registration	\$335	2.6%	\$344	
Abandonment of Right-of-Way	\$2,674	2.6%	\$2,744	
Accessory Dwelling Unit	\$750		\$750	
Administrative Review	\$987	2.6%	\$1,013	See Notes 1, 2
Administrative Review - Sidewalk Displays	\$167	2.6%	\$171	
Annexation / Pre-zone (0-6 acres)	\$6,985	2.6%	\$7,167	See Notes 1, 2
Annexation / Pre-zone (6 plus acres)	\$10,236	2.6%	\$10,502	See Notes 1, 2
Annexation Extension	\$668	2.6%	\$685	
Appeal to the City Council	\$35	2.6%	\$36	See Note 6
Appeal to the Planning Commission	\$170	2.6%	\$174	See Note 6
Building Demolition Permit	\$542	2.6%	\$556	
Building Moving Permit	\$635	2.6%	\$652	
Deferral Agreement	\$883	2.6%	\$906	
Density Bonus Request	\$630	2.6%	\$646	See Notes 1, 2
Finding of EIR Conformity	\$1,892	2.6%	\$1,941	See Note 3
Health and Safety Inspection	\$113	2.6%	\$116	
In Lieu Parking Fee (at least 75% of parking requirement must be met, per space)	\$5,676	2.6%	\$5,824	
Out of Area Service Agreement	\$1,262	2.6%	\$1,295	See Notes 1, 2
Temporary Sign/Banner	\$38	2.6%	\$39	
Water Well Demolition	\$523	2.6%	\$537	
Conditional Use Permit				
Conditional Use Permit	\$2,382	2.6%	\$2,444	See Notes 1, 2
Conditional Use Permit - Amendment	\$2,468	2.6%	\$2,532	See Notes 1, 2
Conditional Use Permit - Extension	\$1,178	2.6%	\$1,209	
Conditional Use Permit - Major (greater than 1 acre site)	\$2,340	2.6%	\$2,401	See Notes 1, 2
Conditional Use Permit - Minor (less than 1 acre site/or use within structure)	\$1,173	2.6%	\$1,203	See Notes 1, 2
Temporary Use Permit	\$180	2.6%	\$185	
Development Agreement	\$5,348	2.6%	\$5,487	See Notes 1, 2
Development Agreement - Amendment	\$1,671	2.6%	\$1,714	
Environmental Review				
Categorical Exemption	\$493	2.6%	\$506	
Environmental Review - Negative Declaration	\$6,148	2.6%	\$6,308	See Notes 1, 2, 3
Environmental Review - Mitigated Negative Declaration	\$7,684	2.6%	\$7,884	See Notes 1, 2, 3
Environmental Review - EIR	\$13,931	2.6%	\$14,293	See Notes 1, 2, 3
Environmental Notice of Determination - Negative Declaration	-----	-----	-----	See Note 4
Environmental Notice of Determination - EIR	-----	-----	-----	See Note 4
General Plan Amendment				
Major (greater than 5 acre sites)	\$5,109	2.6%	\$5,242	See Notes 1, 2
Minor (5 acre or less sites)	\$2,554	2.6%	\$2,620	See Notes 1, 2
General Plan Amendment with Concurrent Rezoning				
Major (greater than 5 acre sites)	\$7,569	2.6%	\$7,766	See Notes 1, 2
Minor (5 acre or less sites)	\$3,785	2.6%	\$3,883	See Notes 1, 2
Garage Sale Permit (after 2 sales)	\$35	2.6%	\$36	
Home Occupation Permit	\$50	2.6%	\$51	

Land Division Applications				
Lot Line Adjustment	\$1,967	2.6%	\$2,018	See Notes 1, 2
Tentative Parcel Map	\$5,168	2.6%	\$5,302	See Notes 1, 2
Final Parcel Map	\$4,813	2.6%	\$4,938	See Notes 1, 2
Revised Parcel Map	\$1,947	2.6%	\$1,998	See Notes 1, 2
Tentative Subdivision Map - Small (5-10 lots)	\$10,342	2.6%	\$10,611	See Notes 1, 2
Tentative Subdivision Map - Greater than 10 lots	\$12,303	2.6%	\$12,623	See Notes 1, 2
Final Subdivision Map - Small (5-10 lots)	\$3,434	2.6%	\$3,523	
Final Subdivision Map - Greater than 10 lots	\$5,295	2.6%	\$5,433	
Revised Tentative Subdivision Map	\$7,042	2.6%	\$7,225	See Notes 1, 2
Tentative Tract Map Extension	\$1,178	2.6%	\$1,209	
Landscaping / Conservation Review - Residential	\$705	2.6%	\$723	
Landscaping / Conservation Review - Commercial	\$1,446	2.6%	\$1,484	
Manufactured Housing Permit	\$480	2.6%	\$492	
Sign Review	\$142	2.6%	\$146	
Site Plan Review				
Major (greater than 1 acre sites)	\$2,801	2.6%	\$2,874	See Notes 1, 2
Minor (1 acre or less sites)	\$1,400	2.6%	\$1,436	See Notes 1, 2
Preliminary Map/Site Plan Review (after 1 review)	\$750		\$750	
Variance				
Major (commercial, industrial, multifamily)	\$1,943	2.6%	\$1,994	See Notes 1, 2
Minor (single family residential)	\$971	2.6%	\$996	See Notes 1, 2
Minor Deviation	\$141	2.6%	\$145	
Zoning				
Classification of Zoning Use	\$668	2.6%	\$685	
Rezoning				
Major Change (map change greater than 5 acres)	\$5,039	2.6%	\$5,170	See Notes 1, 2
Minor Change (map change 5 acres or less/or text amendment)	\$2,523	2.6%	\$2,589	See Notes 1, 2
Zone Map Amendment	\$5,132	2.6%	\$5,265	See Notes 1, 2
Zone Text Amendment	\$4,970	2.6%	\$5,099	See Notes 1, 2

Notes:

1. More Complex projects require a consultant proposal for estimated cost.
2. Should a project require additional study, staff time, public hearings, or notification, then additional funds shall be deposited in an amount determined by the Director.
3. For Negative Declarations and EIRs prepared by qualified consultants under contract to the City, the fee shall be cost + 15%.
4. CEQA filing fees shall be as required by the California Department of Fish and Wildlife website and shall include filing fees for the Fresno County Clerk. Checks in the required amount shall be deposited with the City prior to the final public hearing adopting the environmental document and shall be returned if the project is denied.
5. After receiving two incomplete letters from City staff on a given project, applicants are required to pay 60% of the application fee for each resubmittal past receipt of the second incompleteness letter.
6. Applicants are required to pay an additional \$300 for public noticing of each appeal hearing.

Refunds:

1. If an application is withdrawn or returned before it is deemed complete or within two weeks of submittal, whichever occurs first, then the applicant shall be entitled to a full refund.

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

Exhibit "B"

Development Impact Fee Schedule (2024)					
Land Use	Residential per Unit		Non-Residential per 1,000 Square Feet		
	Single Family	Multi-Family	Commercial	Industrial	Institutional
General Services	\$1,379	\$965	\$429	\$129	\$215
Law Enforcement	\$972	\$680	\$302	\$90	\$152
Fire Department	\$1,151	\$805	\$358	\$108	\$180
Water	\$2,761	\$1,932	\$860	\$258	\$431
Sewer	\$4,188	\$2,931	\$1,304	\$392	\$652
Storm Drain	\$5,444 *	\$8,923 *	\$11,567 *	\$12,928 *	\$11,567 *
Traffic	\$546	\$576	\$2,480	\$316	\$785
Ground Water Recharge	\$914	\$639	\$284	\$85	\$142
Park Development					
Parks and Recreation Facilities	\$4,058	\$2,839			
Quimby Act Fee	\$2,665	\$2,665			

Development Impact Fee Schedule (2023)					
Land Use	Residential per Unit		Non-Residential per 1,000 Square Feet		
	Single Family	Multi-Family	Commercial	Industrial	Institutional
General Services	\$1,344	\$941	\$419	\$126	\$210
Law Enforcement	\$947	\$663	\$295	\$88	\$148
Fire Department	\$1,121	\$785	\$349	\$105	\$175
Water	\$2,691	\$1,883	\$838	\$252	\$420
Sewer	\$4,082	\$2,856	\$1,271	\$382	\$636
Storm Drain	\$5,306 *	\$8,697 *	\$11,274 *	\$12,601 *	\$11,274 *
Traffic	\$532	\$561	\$2,417	\$308	\$765
Ground Water Recharge	\$891	\$623	\$277	\$83	\$138
Park Development					
Parks and Recreation Facilities	\$3,955	\$2,767			
Quimby Act Fee	\$2,597	\$2,597			

* Denotes the fee is per acre, not per unit or per 1,000 sq ft.