



AGENDA REGULAR MEETING

JOINT CHOWCHILLA CITY COUNCIL / ★ REDEVELOPMENT SUCCESSOR AGENCY

Council Chambers, Chowchilla City Hall
130 S. Second Street, Chowchilla, CA 93610

February 10, 2015

Items denoted with a ★ are Redevelopment Successor Agency items and will be acted upon by the Redevelopment Successor Agency Board. Agendas for all City Council/Redevelopment Successor Agency meetings are posted at least 72 hours prior to the meeting at the Civic Center, 130 S. Second St., Written communications from the public for the agenda must be received by Administrative Services no less than 7 days prior to the meeting date.

Any writing or documents provided to a majority of the City Council regarding any item on this agenda will be made available for public inspection at the City Clerk's Counter. In addition, most documents will be posted on the city website at www.ci.Chowchilla.CA.US.

The City of Chowchilla complies with the Americans with Disabilities Act (ADA of 1990). The Council Chambers is accessible to the physically disabled. If you need special assistance, please call (559) 665-8615, ext. 102 at least 4 days prior to the meeting.

CALL TO ORDER

ROLL CALL

Mayor/Chairman: John Chavez

Mayor Pro Tem/Vice Chair: Waseem Ahmed

Council/Board Member: Mary Gaumnitz, Dennis Haworth, Richard Walker

City staff and contract employees present at the meeting will be noted in the minutes

PUBLIC ADDRESS – CLOSED SESSION

This time is reserved for members of the audience to address the City Council/Agency Board on Closed Session items only.

It is recommended that speakers limit their comments to no more than 3 minutes each. The Council/Agency Board is prohibited by law from taking any action on matters discussed that are not on the Agenda. No adverse conclusions should be drawn if the Council/Agency Board does not respond to public comment at this time.

Speakers are asked to please use the microphone, and provide their name. Prior to addressing the Council/Agency Board, any handouts are to be provided to City Clerk/Board Clerk who will distribute them to the Council/Agency Board and the appropriate staff.

CLOSED SESSION – 6:00 PM

This time has been set aside for the City Council to meet in a closed session to discuss matters pursuant to Government Code Section 54956.9(d)(1) and (4). Based on the advice of the City Attorney, discussion in open session concerning these matters would prejudice the position of the City in this litigation. The

City Attorney will give an additional oral report regarding the Closed Session at the beginning of the next regular City Council meeting.

1. Conference with Legal Counsel – Existing Litigation, Gov. Code Section 54956.9 (d)(1)
Number of Cases: 1

- City of Chowchilla v. County of Madera
Madera County Superior Court Case Number MCV067610

In the event that not all the items on the closed session agenda have been deliberated in the time provided, the City Council may continue the closed session until the end of the regularly scheduled Council Meeting.

OPEN SESSION – 7:00 PM

PLEDGE OF ALLEGIANCE:

INVOCATION:

CLOSED SESSION REPORT:

CEREMONIAL / PRESENTATIONS – Section 1

**1.1 Oath of Office –
Volunteer Firefighter Jordon Mitchel**

PUBLIC ADDRESS

This time is reserved for members of the audience to address the City Council/Agency Board on items of interest that are not on the Agenda and that are within the subject matter jurisdiction of the Council/Agency Board.

It is recommended that speakers limit their comments to no more than 3 minutes each and it is requested that no comments be made during this period on items on the Agenda. Members of the public wishing to address the Council/Agency Board on items on the Agenda should notify the Mayor/Chairman when that Agenda item is called.

The Council/Agency Board is prohibited by law from taking any action on matters discussed that are not on the Agenda. No adverse conclusions should be drawn if the Council/Agency Board does not respond to public comment at this time.

Speakers are asked to please use the microphone, and provide their name for the record. Prior to addressing the Council/Agency Board, any handouts are to be provided to City Clerk/Board Clerk who will distribute them to the Council/Agency Board and the appropriate staff.

COUNCIL AND STAFF REPORTS – Section 2

2.1 COUNCIL REPORTS
Legislative Items
Oral / Written Reports

2.2 COLLABORATIVE AGENCY COMMITTEE UPDATES
Oral / Written Reports

2.3 STAFF REPORTS
Written/Oral Reports

Neighborhood Stabilization Program (Pruett) [Pg. 5](#)

CONSENT CALENDAR – Section 3

All items listed under Consent Calendar are considered to be routine and will be enacted by one motion. For discussion of any Consent Item, it will be made a part of the Regular Agenda at the request of any member of the City Council or any person in the audience.

- 3.1 Approval of Council Minutes from the January 27, 2015 Meeting (Lima) [Pg. 6](#)**
- 3.2 Approval of General Payments and Payroll for the Month of January 2015 (Pruett) [Pg. 10](#)**
- 3.3 Council Resolution # 15, for Annual Encroachment Permits on State Route 233 (Robertson Blvd.) and Authorizing the City Administrator to Approve the Permits on Behalf of the City Council (Locke) [Pg. 30](#)**
- 3.4 Council Resolution # 15, Approving Weed Abatement for 2015 (Turner) [Pg. 32](#)**

PUBLIC HEARINGS – Section 4

DEFERRED BUSINESS – Section 5

NEW BUSINESS – Section 6

- 6.1 Council Resolution # - 15, Approving a Lease with Mid-Valley Disposal Systems to Store Equipment on City Owned Property (Locke) [Pg. 35](#)**
- 6.2 Council Resolution # - 15, Approval of Updated Form Airport Facility Lease Agreements and Delegation of Signature Authority to City Administrator (Locke) [Pg. 50](#)**
- 6.3 Council Resolution # - 15, Authorizing City Finance Director to Submit to California State Department of Housing and Community Development a Supplemental Activity Request for \$366,000 to be Used for Accessibility and Other Necessary Upgrades to the Chowchilla Senior Center and Modifying the 2014 CDBG # 14-CDBG-9878 Grant Accordingly (Locke/Pruett) [Pg. 89](#)**
- 6.4 Council Resolution # - 15, Authorizing Amendment to CDBG Grant #14-CDBG-9878 to Add Supplemental Code Enforcement Activities Totaling \$50,000 Within Designated Areas (Locke) [Pg. 96](#)**
- 6.5 Council Resolution # - 15, Consideration of a Form Non-Potable Water Agreement to Chowchilla Residents (Locke) [Pg. 104](#)**
- 6.6 Council Resolution # - 15, Approving the Contract for Planning Services/Special Projects with David Leonard (Lehr) [Pg. 108](#)**

6.7 Approval of the Mayor's Appointment of a Council Representative to Attend High Speed Rail Meetings (Lima) Pg. 123

6.8 Consideration of Re-Appointment to the Madera County Mosquito and Vector Control District (Lima) Pg. 124

ANNOUNCEMENTS – Section 7

- Feb 16 Holiday – City Offices Closed
- Feb 18 Planning Commission Meeting – Chowchilla City Hall 7:00 PM
- Feb 20 City Offices Closed
- Feb 20 Gymkhana Series - Chowchilla Fairgrounds 5:00 PM
- Feb 21 Annual Sportsmen's Dinner – Chowchilla Fairgrounds 6:00 PM
- Feb 21 Chowchilla Athletic Foundation Dinner – Portuguese Hall 6:00 PM
- Feb 24 City Council Meeting – Chowchilla City Hall 7:00 PM
- Feb 26 RDA Successor Agency Meeting – Chowchilla City Hall 9:00 AM

ADJOURNMENT

PUBLIC NOTIFICATION

I, Nanci Lima, City Clerk for the City of Chowchilla, declare under penalty of perjury that I posted the above City Council/ Redevelopment Successor Agency Agenda for the meeting of February 10, 2015 at the Chowchilla Civic Center, 130 S Second Street on February 5, 2015 at 11:30 a.m.

/s/

Nanci C. O. Lima, MMC
City Clerk



REPORT TO THE CITY COUNCIL

Council Meeting of February 10, 2015

Agenda Section:	<u>STAFF REPORTS</u>
SUBJECT:	2009 Neighborhood Stabilization Program (NSP) Grant Monitoring Services
Purpose:	<u>To advise Council of an Administrative Action</u>
Prepared By:	<u>Rod Pruett, City Treasure/Finance Director</u>

HISTORY / BACKGROUND:

In 2009 the City was awarded a Neighborhood Stabilization Program (NSP) grant for approximately \$10,000,000. The grant funds were used to fund the Olivero Ranch Rental Housing development.

In October 2012, the Department of Housing and Community Development conducted a programmatic monitoring of our Standard Agreement (See Attachment A)

The review conducted above resulted in 14 concerns. These concerns were to be corrected within 60 days. Due to multiple changes in staff over the last couple of years, those concerns have not been corrected.

The City was approached by the Department of Housing and Community Development (HCD) in December 2014 regarding this issue. HCD offered to take over the monitoring requirement of the grant.

Since the completion of the project, there was a monitoring requirement to be performed by the City. It could be performed with in-house staff or with an outside consultant, in which case the City would still be responsible to review the consultants work since the requirement falls on the grantee which is the City.

The City was not, and is not; staffed to perform this requirement and a consultant was never contracted.

DISCUSSION:

The City will no longer have the monitoring requirement or the related cost reimbursement that is allowable in the Standard Agreement. There is no adverse effect in the present or future to the City by allowing HCD to perform the monitoring requirements (Staff has communicated with HCD to verify this) and per the Standard Agreement, the City is not allowed to retain any Program Income after July 30, 2013.

Most of, if not all of, the concerns identified in the review performed by HCD will be cleared and HCD has informed staff they want this matter resolved before they will move forward with our 2014 CDBG Grant Award. It is a win/win for everybody involved to allow HCD to assume the monitoring responsibilities of the NSP grant.

FINANCIAL IMPACT:

There is no financial impact



MINUTES
REGULAR MEETING
JOINT CHOWCHILLA CITY COUNCIL /
★ REDEVELOPMENT SUCCESSOR AGENCY

Council Chambers, Chowchilla City Hall
 130 S. Second Street, Chowchilla, CA 93610

January 27, 2015

CALL TO ORDER

ROLL CALL

Mayor/Chairman: John Chavez

Mayor Pro Tem/Vice Chair: Waseem Ahmed

Council/Board Member: Mary Gaumnitz, Dennis Haworth, Richard Walker

City staff and contract employees present: Interim City Administrator Carolyn Lehr, City Attorney Laura Crane, Interim Police Chief David Riviere, Fire Chief Harry Turner, Interim Public Works Superintendent Doug Lackey, Public Works Director/City Engineer Craig Locke, Finance Director Rod Pruett, Community Relations Manager Marty Piepenbrok, and City Clerk Nanci Lima.

PUBLIC ADDRESS – CLOSED SESSION

There were no comments.

CLOSED SESSION – 6:00 PM

1. Conference with Legal Counsel – Existing Litigation, Gov. Code Section 54956.9 (d)(1)

Number of Cases: 1

- City of Chowchilla v. County of Madera
 Madera County Superior Court Case Number MCV067610

2. Conference with Legal Counsel – Anticipated Litigation, Initiation of litigation pursuant to paragraph (4) of subdivision (d) of Section 54956.9:

Number of Cases: 1

OPEN SESSION – 7:00 PM

PLEDGE OF ALLEGIANCE: Council Member Gaumnitz

INVOCATION: Council Member Walker

CLOSED SESSION REPORT: Item 1 direction was given to staff. Item 2 will continue to end of open session.

CEREMONIAL / PRESENTATIONS – Section 1

1.1 Oath of Office – Interim Police Chief David Riviere

PUBLIC ADDRESS

Bobby Kahn, Madera County Economic Development Commission, addressed the Council regarding working well with staff on several different projects.

COUNCIL AND STAFF REPORTS – Section 2

2.1 COUNCIL REPORTS

Legislative Items

Oral / Written Reports

Council Member Walker reported that he had attended the High Speed Rail meeting at the fairgrounds and requested that staff schedule meetings to brief council on any changes.

Council Member Gaumnitz reported that she had attended the League of California Cities New Council Conference and the Chamber dinner.

Mayor Pro Tem Ahmed attended the League of California Cities New Council Conference, the Chamber dinner and High Speed Rail meeting.

Mayor Chavez also attended the Chamber dinner and HSR meeting and spoke to the student body as Mayor at Wilson school.

2.2 COLLABORATIVE AGENCY COMMITTEE UPDATES

Oral / Written Reports

Council Member Gaumnitz confirmed the dissolution of the Fresno-Madera Area Agency on Aging board.

2.3 STAFF REPORTS

Written/Oral Reports

Finance Director Rod Pruett updated the Council regarding the Park Impact Fees and the separate funds under that title. It is proper that the funds consolidated into one fund.

Fire Chief Harry Turner updated the Council regarding funding of a fire engine which will be approximately \$350,000. They will come back to Council in a few months regarding a possible purchase.

Chiefs Riviere and Turner updated the Council regarding warmer and cooling shelters policy. Madera County has an emergency operations plan (EOP); seasonally listing available cooling and warming shelters. Chowchilla Police Department will allow people to shelter within the lobby, and, when properly staffed, may provide rides to the Mission.

Chief Turner added that Madera County's EOP coincides with the City of Chowchilla's EOP. He forwarded a link to City Clerk Lima in case Council would like to view it. He advised that updates

are needed, specifically regarding certain contacts. More information may be found on the Madera County Office of Emergency Services website.

CONSENT CALENDAR – Section 3

- 3.1 Approval of Council Minutes from the January 13, 2015 Meeting (Lima)**
- 3.2 Council Resolution #04-15, Approving the Job Description/Classification of Development Services Director/City Engineer and the Salary Range (Lima)**
- 3.3 Council Resolution #05-15, Supporting the Renewal of Madera County as a Recycling Market Development Zone (RMDZ) (Locke)**

Motion by Council Member Walker seconded by Mayor Pro Tem Ahmed to approve the Consent Calendar as presented with Item 3.2 moved to Item 6.5. Motion passed unanimously by roll call vote.

PUBLIC HEARINGS – Section 4

DEFERRED BUSINESS – Section 5

NEW BUSINESS – Section 6

- 6.1 Consideration of Creating a Business Corridors Revitalization Adhoc Committee (Turner)**

*Spoke:
Bobby Kahn*

Motion by Council Member Gaumnitz seconded by Council Member Haworth to approve creation of a Business Corridors Revitalization Adhoc Committee and appoint Mayor Chavez and Mayor Pro Tem Ahmed to the Committee. Motion passed unanimously by roll call vote.

- 6.2 Consideration of Renaming Sports and Leisure Park – Edward Ray Park (Piepenbrok)**

Motion by Council Member Walker seconded by Council Member Haworth to approve Renaming Sports and Leisure Park – Edward Ray Park. Motion passed unanimously by roll call vote.

- 6.3 Council Resolution # -15, Request from the Chowchilla Little League for Council Contingency Fund Project Assistance Up To \$14,500 (Piepenbrok/Pruett)**

This item was pulled by staff prior to the Council meeting.

- 6.4 Establishment of New Business Banking Account for City of Chowchilla Due to Closure of Current Banking Institution (Citibank) (Pruett)**

Motion by Council Member Haworth seconded by Council Member Walker to approve changing banking institutions from Citibank to Tri Counties Bank. Motion passed unanimously by roll call vote.

6.5 Council Resolution # 04-15, Approving the Job Description/Classification of Development Services Director/City Engineer and the Salary Range (Lima)

Motion by Council Member Walker seconded by Council Member Haworth to approve the Job Description/Classification of Development Services Director/City Engineer and Salary Range. Motion passed unanimously by roll call vote.

ANNOUNCEMENTS – Section 7

- Feb 6 City Offices Closed
- Feb 10 City Council Meeting – Chowchilla City Hall 7:00 PM
- Feb 16 Holiday – City Offices Closed
- Feb 18 Planning Commission Meeting – Chowchilla City Hall 7:00 PM
- Feb 20 City Offices Closed
- Feb 20 Gymkhana Series - Chowchilla Fairgrounds 5:00 PM
- Feb 21 Annual Sportsmen's Dinner – Chowchilla Fairgrounds 6:00 PM
- Feb 21 Chowchilla Athletic Foundation – Portuguese Hall 6:00 PM
- Feb 24 City Council Meeting – Chowchilla City Hall 7:00 PM
- Feb 26 RDA Successor Agency Meeting – Chowchilla City Hall 9:00 AM

ADJOURNMENT

At 8:25 pm Council adjourned to Closed Session.

Closed Session Report

Item 2, direction was given to staff.

Motion by Council Member Walker, second by Mayor Pro Tem Ahmed to adjourn the January 27, 2015 Meeting at 8:37 p.m. Motion carried by voice vote.

ATTEST:

APPROVED:

Nanci C. O. Lima, MMC
City Clerk

John Chavez, Mayor



REPORT TO THE CITY COUNCIL

Council Meeting of February 10, 2015

Agenda Section:	<u>CONSENT</u>
SUBJECT:	Consideration of Monthly Invoice Payment Authorization Request
Prepared By:	<u>Irene Fisher, Senior Accountant</u>
Authorized By:	<u>Rod Pruett, Finance Director</u>
Approved By:	<u>Carolyn Lehr, Interim City Administrator</u>

RECOMMENDATION

Approve by minute order, the release of the payments for the invoices shown in the attached listing of invoices.

HISTORY / BACKGROUND

Presented this evening is a list of invoices awaiting payment. Included in the list are a number of items related to employee pay, benefits and deductions which have been estimated for future payments. The report issued next month will reflect the actual amounts paid. Certain payments like insurance premiums and the payroll related items cannot be held due to deadlines associated with the payment in order to ensure timely receipt.

FINANCIAL ANALYSIS

Each item shown on the invoice list includes a description of that item and the amount of the invoice.

ATTACHMENTS

Invoice listing & warrants

Report Criteria:
 Report type: Invoice detail

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice GL Account	Check Amount
01/15	01/28/2015	45098	11787	MRO/Intelis Corporation	credit refund for 536 Adams Dr	205-7605-0000-876	106.78- V
Total 45098:							106.78-
01/15	01/05/2015	45526	12428	Chowchilla-Madera County Fair	Chowchilla Fair Contribution	100-4905-0000-326	5,000.00
Total 45526:							5,000.00
01/15	01/07/2015	45527	12610	Franchise Tax Board	Estimated Tax Payment-Briscoe	702-0200-0000-040	.00 V
Total 45527:							.00
01/15	01/07/2015	45528	12611	Internal Revenue Service	Estimated Tax Payment-Briscoe	702-0200-0000-040	.00 V
Total 45528:							.00
01/15	01/07/2015	45529	12610	Franchise Tax Board	Estimated Tax Payment-Briscoe	702-0200-0000-040	4,000.00
Total 45529:							4,000.00
01/15	01/07/2015	45530	12611	United States Treasury	Estimated Tax Payment-Briscoe	702-0200-0000-040	16,000.00
Total 45530:							16,000.00
01/15	01/08/2015	45531	12385	5.11 Inc	Uniform- N.Barragan	100-2610-0000-301	124.43
Total 45531:							124.43
01/15	01/08/2015	45532	196	AFLAC	Employee Contribution	702-0200-0000-040	352.15
Total 45532:							352.15
01/15	01/08/2015	45533	421	AmeriPride	supplies for PD	100-2610-0000-315	33.18
Total 45533:							33.18

M = Manual Check, V = Void Check

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice GL Account	Check Amount
01/15	01/08/2015	45534	12046	Asphalt Maintenance Company of CA	deposit refund for hydrant meter 61879478	205-0200-0000-043	464.68
Total 45534:							464.68
01/15	01/08/2015	45535	646	AT & T	Phones for 10/24/14-11/23/14	602-1715-0000-310	1,372.17
Total 45535:							1,372.17
01/15	01/08/2015	45536	1511	California Consulting LLC	Grant Writing Services 1/1/15-1/31/15	305-3620-0000-336	2,500.00
Total 45536:							2,500.00
01/15	01/08/2015	45537	1726	Carpenter Printing	Printing of Citations	100-2610-0000-300	1,690.20
Total 45537:							1,690.20
01/15	01/08/2015	45538	1781	Caselle, Inc.	Contracted Support Services Nov 2014	602-1715-0000-302	190.00
Total 45538:							190.00
01/15	01/08/2015	45539	1856	CDW Government, Inc.	IT supplies	602-1715-0000-302	53.43
Total 45539:							53.43
01/15	01/08/2015	45540	2136	Chowchilla Employees Assn.	Employee Contribution	702-0200-0000-040	50.00
Total 45540:							50.00
01/15	01/08/2015	45541	12408	Chowchilla Mid-Management	Employee Contributions	702-0200-0000-040	300.00
Total 45541:							300.00
01/15	01/08/2015	45542	2166	Chowchilla Office	Employee Contributions	702-0200-0000-040	175.00
Total 45542:							175.00
01/15	01/08/2015	45543	2171	Chowchilla Peace Officers	Employee Contribution	702-0200-0000-040	903.00

M = Manual Check, V = Void Check

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice GL Account	Check Amount
Total 45543:							903.00
01/15	01/08/2015	45544	2206	Chowchilla Volunteer Fire	4th Quarter Stipend 2014	100-2705-0000-306	2,402.00
Total 45544:							2,402.00
01/15	01/08/2015	45545	2211	Chowchilla Water District	14/15 water tax APN 002-250-053	956-9950-0000-346	1,628.64
01/15	01/08/2015	45545	2211	Chowchilla Water District	14/15 water tax APN 002-250-067	956-9950-0000-346	114.90
Total 45545:							1,743.54
01/15	01/08/2015	45546	2381	CMRTA	Membership Dues Jan 2015- Dec 2015	100-4605-0000-307	100.00
Total 45546:							100.00
01/15	01/08/2015	45547	12602	Cole, Leon	deposit refund for 5275 Camelback	205-0200-0000-043	15.74
Total 45547:							15.74
01/15	01/08/2015	45548	12074	Comcast	internet for PD	602-1715-0000-501	238.64
Total 45548:							238.64
01/15	01/08/2015	45549	12608	Crawford, Scott	deposit refund for 17006 Golden Sands	205-0200-0000-043	42.89
Total 45549:							42.89
01/15	01/08/2015	45550	3036	Department of Justice/Acc B/A	Blood Alcohol Analysis for Nov 2014	100-2610-0000-350	105.00
Total 45550:							105.00
01/15	01/08/2015	45551	3836	Fitness Peak	Employee Contribution	702-0200-0000-040	122.50
Total 45551:							122.50
01/15	01/08/2015	45552	12605	Galvan, Ramon	deposit refund for 655 S 13th St	205-0200-0000-043	122.50

M = Manual Check, V = Void Check

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice GL Account	Check Amount
Total 45552:							122.50
01/15	01/08/2015	45553	4371	Gladwell Governmental Services	file classification and laserfiche remediation	100-1610-0000-336	2,500.00
Total 45553:							2,500.00
01/15	01/08/2015	45554	11475	Goldfarb & Lipman LLP	contracted services	956-9950-0000-335	3,695.34
Total 45554:							3,695.34
01/15	01/08/2015	45555	12607	Hard Rock Flooring	repairs dispatch room floor	100-2610-0000-315	225.00
Total 45555:							225.00
01/15	01/08/2015	45556	12604	Hovannigian, Ralph	deposit refund for 413 Orange	205-0200-0000-043	49.82
Total 45556:							49.82
01/15	01/08/2015	45557	11469	Intellipay, Inc.	Credit Card Transactions Fees	205-1720-0000-302	58.75
01/15	01/08/2015	45557	11469	Intellipay, Inc.	Credit Card Transactions Fees	205-1720-0000-302	400.00
Total 45557:							458.75
01/15	01/08/2015	45558	5911	LCC CVD	Membership Dues 2015	100-1605-0000-308	6,494.21
01/15	01/08/2015	45558	5911	LCC CVD	recruitment ad- Administrator	100-1710-0000-306	1,150.00
01/15	01/08/2015	45558	5911	LCC CVD	recruitment ad- Police Chief	100-2610-0000-306	1,150.00
Total 45558:							8,794.21
01/15	01/08/2015	45559	6276	Madera County Environmental	Hazardous material Fee/ Garage	601-3615-0000-321	270.00
01/15	01/08/2015	45559	6276	Madera County Environmental	Hazardous Material Fee / WWTP	215-5705-0000-317	288.00
01/15	01/08/2015	45559	6276	Madera County Environmental	Hazardous material Fee/ Garage	601-3615-0000-321	430.50
Total 45559:							988.50
01/15	01/08/2015	45560	12606	Marquez, Ruben	deposit refund for 920 Trinity	205-0200-0000-043	103.66

M = Manual Check, V = Void Check

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice GL Account	Check Amount
Total 45560:							103.66
01/15	01/08/2015	45561	6311	Medvetta Financial	collection proceeds	205-7605-0000-877	104.93
Total 45561:							104.93
01/15	01/08/2015	45562	12282	Mid Valley Disposal Inc.	Disposal Services for city roll offs	210-5605-0000-350	899.94
Total 45562:							899.94
01/15	01/08/2015	45563	7176	Myers Stevens & Toohey & Co In	PD Disability Insurance for January 2015	100-2617-0000-341	494.50
Total 45563:							494.50
01/15	01/08/2015	45564	7281	NBS Government Finance	Contract Services	542-4832-0000-336	3,786.54
01/15	01/08/2015	45564	7281	NBS Government Finance	Admin fees Oct 1-Dec 31 2014	800-8850-0000-336	1,194.89
Total 45564:							4,981.43
01/15	01/08/2015	45565	7516	Office Depot	supplies for PD	100-2610-0000-300	166.91
01/15	01/08/2015	45565	7516	Office Depot	supplies for PD	100-2610-0000-300	6.87
01/15	01/08/2015	45565	7516	Office Depot	supplies for PD	100-2610-0000-300	13.63
Total 45565:							187.41
01/15	01/08/2015	45566	8051	Pro Realty	deposit refund for 5080 Congressional	205-0200-0000-043	150.00
Total 45566:							150.00
01/15	01/08/2015	45567	12601	Prosperi, Rebecca	deposit refund for 11373 Mission Hills Terrace	205-0200-0000-043	54.05
Total 45567:							54.05
01/15	01/08/2015	45568	8081	PROtech Security & Electronics	repairs S&L park	100-6620-0000-315	43.52
Total 45568:							43.52
01/15	01/08/2015	45569	8796	S & W Auto Parts Inc.	supplies IT Van	602-1715-0000-320	14.31

M = Manual Check, V = Void Check

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice GL Account	Check Amount
01/15	01/08/2015	45569	8796	S & W Auto Parts Inc.	supplies unit #58	100-2610-0000-320	7.01
Total 45569:							21.32
01/15	01/08/2015	45570	8906	San Joaquin Valley Air	Permit for WWTP generator	215-5705-0000-317	479.00
Total 45570:							479.00
01/15	01/08/2015	45571	9206	Self Help Enterprises	contracted services	415-4810-0000-336	1,840.00
Total 45571:							1,840.00
01/15	01/08/2015	45572	9761	State Water Resources Control	Annual Storm Water permit fee	220-3650-0000-317	8,740.00
Total 45572:							8,740.00
01/15	01/08/2015	45573	9791	Steves Chevrolet of Chowchilla	repairs unit #58	100-2610-0000-320	312.79
Total 45573:							312.79
01/15	01/08/2015	45574	10111	Terryberry	credit on invoice B26285	100-1605-0000-308	63.40-
01/15	01/08/2015	45574	10111	Terryberry	credit on invoice B25160	100-1605-0000-308	240.89-
01/15	01/08/2015	45574	10111	Terryberry	Employee Awards	100-1605-0000-308	328.37
Total 45574:							24.08
01/15	01/08/2015	45575	10116	Tesei Petroleum Inc.	Fuel for City	325-3705-0000-320	2,549.29
01/15	01/08/2015	45575	10116	Tesei Petroleum Inc.	Fuel for City	325-3705-0000-320	2,080.33
Total 45575:							4,629.62
01/15	01/08/2015	45576	10131	TF Tire & Service	Tires for PD	100-2610-0000-320	697.01
01/15	01/08/2015	45576	10131	TF Tire & Service	Tires for PD	100-2610-0000-320	581.00
01/15	01/08/2015	45576	10131	TF Tire & Service	supplies PD unit #58	100-2610-0000-320	453.48
Total 45576:							1,731.49
01/15	01/08/2015	45577	11640	TotalFunds By Hasler	Postage for Meter	100-0100-0000-020	1,000.00

M = Manual Check, V = Void Check

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice GL Account	Check Amount
Total 45577:							1,000.00
01/15	01/08/2015	45578	10536	United Rentals Inc.	rental- PD planter demo	100-2610-0000-315	399.32
Total 45578:							399.32
01/15	01/08/2015	45579	10571	US BANK (I.M.P.A.C. CAL-CARD)	Chowchilla Dolt- battery	100-2610-0000-315	1,313.32
01/15	01/08/2015	45579	10571	US BANK (I.M.P.A.C. CAL-CARD)	Cal card expenses	205-7605-0000-320	265.11
01/15	01/08/2015	45579	10571	US BANK (I.M.P.A.C. CAL-CARD)	Cal Card expenses	100-2610-0000-320	683.19
01/15	01/08/2015	45579	10571	US BANK (I.M.P.A.C. CAL-CARD)	Jobs Available- ad	100-1710-0000-306	1,906.14
01/15	01/08/2015	45579	10571	US BANK (I.M.P.A.C. CAL-CARD)	City of Monterey- Conference parking	100-1710-0000-307	1,616.47
01/15	01/08/2015	45579	10571	US BANK (I.M.P.A.C. CAL-CARD)	Hyatt- training 12/2-12/4	100-1720-0000-307	664.80
01/15	01/08/2015	45579	10571	US BANK (I.M.P.A.C. CAL-CARD)	Cal card expense- POST training	100-2610-0000-305	497.80
01/15	01/08/2015	45579	10571	US BANK (I.M.P.A.C. CAL-CARD)	Cal Card expenses	215-5705-0000-317	112.65
01/15	01/08/2015	45579	10571	US BANK (I.M.P.A.C. CAL-CARD)	Cal Card expenses	305-3620-0000-305	149.31
Total 45579:							7,208.79
01/15	01/08/2015	45580	10756	Verizon Wireless	phones 10/24-11/23/14	100-1605-0000-301	266.07
01/15	01/08/2015	45580	10756	Verizon Wireless	cell phones	100-2705-0000-310	871.91
01/15	01/08/2015	45580	10756	Verizon Wireless	phones Nov 2014	602-1715-0000-310	701.43
Total 45580:							1,839.41
01/15	01/08/2015	45581	12609	Vu, Joseph	credit refund for 1013 Robertson	205-7605-0000-876	72.92
Total 45581:							72.92
01/15	01/08/2015	45582	12603	Zinke, Brian	deposit refund for 129 Holiday	205-0200-0000-043	96.29
Total 45582:							96.29
01/15	01/08/2015	45583	11381	Zoom Imaging Solutions, Inc.	contracted services	602-1715-0000-301	25.62
01/15	01/08/2015	45583	11381	Zoom Imaging Solutions, Inc.	contracted services	602-1715-0000-301	942.31
01/15	01/08/2015	45583	11381	Zoom Imaging Solutions, Inc.	contracted services	602-1715-0000-301	17.98
Total 45583:							985.91

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice GL Account	Check Amount
01/15	01/08/2015	45584	10081	Telford, R John	Payroll	702-0200-0000-043	38.24
Total 45584:							38.24
01/15	01/16/2015	45585	12617	Citizens on Patrol Association	Grant Application Approved 1/13/15	100-1605-0000-355	5,000.00
Total 45585:							5,000.00
01/15	01/16/2015	45586	196	AFLAC	Employee Contribution	702-0200-0000-040	352.15
Total 45586:							352.15
01/15	01/16/2015	45587	421	AmeriPride	Supplies for the garage	601-3615-0000-315	51.35
01/15	01/16/2015	45587	421	AmeriPride	Supplies for Public Works	310-3625-0000-315	143.97
01/15	01/16/2015	45587	421	AmeriPride	Supplies for the garage	601-3615-0000-315	41.85
01/15	01/16/2015	45587	421	AmeriPride	Supplies for Public Works	310-3625-0000-315	98.47
01/15	01/16/2015	45587	421	AmeriPride	Supplies for the Garage	601-3615-0000-315	51.35
01/15	01/16/2015	45587	421	AmeriPride	Supplies for Public Works	310-3625-0000-315	130.97
01/15	01/16/2015	45587	421	AmeriPride	Supplies for the garage	601-3615-0000-315	41.85
01/15	01/16/2015	45587	421	AmeriPride	Supplies for Public Works	310-3625-0000-315	98.47
01/15	01/16/2015	45587	421	AmeriPride	Supplies for the garage	601-3615-0000-315	51.35
01/15	01/16/2015	45587	421	AmeriPride	Supplies for the WWTP	215-5705-0000-315	15.68
01/15	01/16/2015	45587	421	AmeriPride	Supplies for Shelter	100-2805-0000-315	66.25
01/15	01/16/2015	45587	421	AmeriPride	supplies for civic center	100-1705-0000-315	59.18
01/15	01/16/2015	45587	421	AmeriPride	Supplies for PD	100-2610-0000-315	33.18
01/15	01/16/2015	45587	421	AmeriPride	Supplies for the Senior Center	100-6615-0000-315	33.68
01/15	01/16/2015	45587	421	AmeriPride	Supplies for the garage	601-3615-0000-315	41.85
01/15	01/16/2015	45587	421	AmeriPride	Supplies for Public Works	310-3625-0000-315	99.47
01/15	01/16/2015	45587	421	AmeriPride	Supplies for the garage	601-3615-0000-315	51.35
01/15	01/16/2015	45587	421	AmeriPride	Supplies for Public Works	310-3625-0000-315	135.97
01/15	01/16/2015	45587	421	AmeriPride	Supplies for the WWTP	215-5705-0000-315	15.68
01/15	01/16/2015	45587	421	AmeriPride	supplies for Civic Center	100-1705-0000-315	59.18
01/15	01/16/2015	45587	421	AmeriPride	supplies for PD	100-2610-0000-315	33.18
01/15	01/16/2015	45587	421	AmeriPride	Supplies for the Senior Center	100-6615-0000-315	33.68
01/15	01/16/2015	45587	421	AmeriPride	Supplies for Public Works	310-3625-0000-315	130.97
01/15	01/16/2015	45587	421	AmeriPride	Supplies for Public Works	205-7605-0000-315	44.26
01/15	01/16/2015	45587	421	AmeriPride	Credit invoices for uniforms	205-7605-0000-301	16.00-

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GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice GL Account	Check Amount
Total 45587:							1,547.19
01/15	01/16/2015	45588	446	Anderson Pump Co	Supplies for the WWTP	215-5705-0000-317	205.91
Total 45588:							205.91
01/15	01/16/2015	45589	511	Animal Medical Center	vet services	100-2805-0000-324	45.00
01/15	01/16/2015	45589	511	Animal Medical Center	vet services	100-2805-0000-324	82.00
Total 45589:							127.00
01/15	01/16/2015	45590	691	A-Z Bus Sales Inc.	Supplies for CATX	325-3705-0000-320	50.02
Total 45590:							50.02
01/15	01/16/2015	45591	12493	Baker Supplies and Repairs	Replacement chain for chain saws	305-3620-0000-301	51.84
01/15	01/16/2015	45591	12493	Baker Supplies and Repairs	Repairs to the WWTP pressure washer	215-5705-0000-301	265.24
01/15	01/16/2015	45591	12493	Baker Supplies and Repairs	Purchase of new mower	305-3620-0000-505	32,101.38
Total 45591:							32,418.46
01/15	01/16/2015	45592	986	Best Uniforms	Uniform- N.Barragan	100-2610-0000-301	139.57
01/15	01/16/2015	45592	986	Best Uniforms	Uniform - C.Robertson	100-2610-0000-301	126.60
Total 45592:							266.17
01/15	01/16/2015	45593	1281	BSK Associates	Waste Water Testing	215-5705-0000-350	130.00
01/15	01/16/2015	45593	1281	BSK Associates	Waste Water Testing	215-5705-0000-350	65.00
01/15	01/16/2015	45593	1281	BSK Associates	Water Dept testing	205-7605-0000-350	439.00
01/15	01/16/2015	45593	1281	BSK Associates	Waste Water Testing	215-5705-0000-350	65.00
01/15	01/16/2015	45593	1281	BSK Associates	Water Dept testing	205-7605-0000-350	337.50
01/15	01/16/2015	45593	1281	BSK Associates	Waste Water Testing	215-5705-0000-350	65.00
01/15	01/16/2015	45593	1281	BSK Associates	Waste Water Testing	215-5705-0000-350	65.00
Total 45593:							1,166.50
01/15	01/16/2015	45594	1591	California Rural Water Assoc.	2015 Annual Membership Dues	205-7605-0000-307	942.00

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GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice GL Account	Check Amount
Total 45594:							942.00
01/15	01/16/2015	45595	1646	CalTraffic Signs	Sign Posts, Rivets and anchors/ Streets Dept	305-3620-4000-317	1,001.51
01/15	01/16/2015	45595	1646	CalTraffic Signs	Bus signs	325-3705-0000-300	103.80
Total 45595:							1,105.31
01/15	01/16/2015	45596	1776	Cascade Fire Equipment Co	supplies for Fire Dept	100-2705-0000-301	166.32
Total 45596:							166.32
01/15	01/16/2015	45597	2131	Chowchilla Dolt Best	Supplies for the WWTP	215-5705-0000-317	8.09
01/15	01/16/2015	45597	2131	Chowchilla Dolt Best	Supplies for the WWTP	215-5705-0000-317	14.96
01/15	01/16/2015	45597	2131	Chowchilla Dolt Best	Graffiti Abatement Supplies	100-6620-0000-315	30.74
01/15	01/16/2015	45597	2131	Chowchilla Dolt Best	Supplies for the Streets Dept	305-3620-0000-301	53.99
01/15	01/16/2015	45597	2131	Chowchilla Dolt Best	Restroom repair supplies/ Parks	100-6620-0000-315	11.11
01/15	01/16/2015	45597	2131	Chowchilla Dolt Best	Supplies for the Parks Dept	100-6620-0000-315	5.18
01/15	01/16/2015	45597	2131	Chowchilla Dolt Best	Irrigation repair parts/ Parks	100-6620-0000-317	73.71
01/15	01/16/2015	45597	2131	Chowchilla Dolt Best	Supplies for the Streets dept	305-3620-0000-317	6.25
01/15	01/16/2015	45597	2131	Chowchilla Dolt Best	Supplies for the parks restrooms	100-6620-0000-315	5.32
01/15	01/16/2015	45597	2131	Chowchilla Dolt Best	Supplies for the Parks Restrooms	100-6620-0000-315	99.52
01/15	01/16/2015	45597	2131	Chowchilla Dolt Best	keys for PD	100-2610-0000-315	4.52
01/15	01/16/2015	45597	2131	Chowchilla Dolt Best	Hose reel and Hose for the parks Dept	100-6620-0000-301	218.12
01/15	01/16/2015	45597	2131	Chowchilla Dolt Best	Parks restrooms supplies	100-6620-0000-315	26.34
01/15	01/16/2015	45597	2131	Chowchilla Dolt Best	Supplies for the Streets dept	305-3620-0000-301	1.71
Total 45597:							559.56
01/15	01/16/2015	45598	12613	Chowchilla Senior Citizens	reimbursement for phone and internet- Sr Center	100-6615-0000-310	164.91
Total 45598:							164.91
01/15	01/16/2015	45599	12074	Comcast	Internet for PD	100-2610-0000-315	2.10
Total 45599:							2.10
01/15	01/16/2015	45600	12311	Crown Services Co	portable toilet- shelter	100-2805-0000-315	75.21

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GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice GL Account	Check Amount
Total 45600:							75.21
01/15	01/16/2015	45601	2821	DATCO Services Coporation	2015 1st Qtr fee for professional services	325-3705-0000-306	63.00
Total 45601:							63.00
01/15	01/16/2015	45602	2831	Dave Christian Construction Co	C.O. 2 & 3 to Contract for work completed Presidential streets)	305-3620-4008-510	44,324.24
Total 45602:							44,324.24
01/15	01/16/2015	45603	3291	Don's Mobile Glass	New windshield Unit #351	215-5705-0000-320	180.00
Total 45603:							180.00
01/15	01/16/2015	45604	3676	Ewing Irrigation Products Inc.	Blades & cutter for the Water dept	205-7605-0000-320	190.84
Total 45604:							190.84
01/15	01/16/2015	45605	3711	Farmers Hardware	Supplies for the Streets Dept	305-3620-0000-320	10.79
01/15	01/16/2015	45605	3711	Farmers Hardware	Safety Supplies/ Streets dept	305-3620-0000-302	13.23
01/15	01/16/2015	45605	3711	Farmers Hardware	Supplies for the WWTP	215-5705-0000-317	10.85
01/15	01/16/2015	45605	3711	Farmers Hardware	Supplies for the Parks restrooms	100-6620-0000-315	1.61
01/15	01/16/2015	45605	3711	Farmers Hardware	Supplies for the Water Dept	205-7605-0000-317	3.25
01/15	01/16/2015	45605	3711	Farmers Hardware	Tools for the Water Dept	205-7605-0000-320	144.31
01/15	01/16/2015	45605	3711	Farmers Hardware	Supplies for the WWTP	215-5705-0000-317	122.32
Total 45605:							306.36
01/15	01/16/2015	45606	12212	Fastenal Company	Safety Equipment/ Streets dept	305-3620-0000-302	46.74
01/15	01/16/2015	45606	12212	Fastenal Company	Small tools/ Parks dept	100-6620-0000-320	60.94
01/15	01/16/2015	45606	12212	Fastenal Company	Supplies for the parks dept	100-6620-0000-315	18.66
01/15	01/16/2015	45606	12212	Fastenal Company	Supplies for the Streets dept	305-3620-0000-320	21.34
01/15	01/16/2015	45606	12212	Fastenal Company	Repair supplies for the Corp Yard Gas tank	100-6620-0000-301	652.48
01/15	01/16/2015	45606	12212	Fastenal Company	supplies for PD	100-2610-0000-320	14.90
Total 45606:							815.06
01/15	01/16/2015	45607	3736	Ferguson Enterprises, Inc.	Water line repair parts for the Water dept	205-7605-0000-317	437.70

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GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice GL Account	Check Amount
01/15	01/16/2015	45607	3736	Ferguson Enterprises, Inc.	Water line repair parts for the Water dept	205-7605-0000-317	295.46
01/15	01/16/2015	45607	3736	Ferguson Enterprises, Inc.	Water line repair parts for the Water dept	205-7605-0000-317	937.18
01/15	01/16/2015	45607	3736	Ferguson Enterprises, Inc.	Water line repair parts for the Water dept	205-7605-0000-317	46.73
01/15	01/16/2015	45607	3736	Ferguson Enterprises, Inc.	Water line repair parts for the Water dept	205-7605-0000-317	243.78
Total 45607:							1,960.85
01/15	01/16/2015	45608	12614	First Methodist Church of Chowchilla	credit refund for 1-123-02	205-7605-0000-876	10.41
Total 45608:							10.41
01/15	01/16/2015	45609	3966	Franklin Pet Cemetery	Animal Disposal	100-2805-0000-324	101.50
Total 45609:							101.50
01/15	01/16/2015	45610	4616	Grover Landscape Services Inc.	Monthly Landscape for December 2014	100-6620-0000-336	2,535.00
Total 45610:							2,535.00
01/15	01/16/2015	45611	12225	Home Depot Credit Services	Supplies for the parks dept	100-6620-0000-315	1,262.92
Total 45611:							1,262.92
01/15	01/16/2015	45612	12616	Industrial Railways Company	street pavement- Chowchilla Blvd/Rd 24 1/2	305-3620-0000-317	1,975.21
Total 45612:							1,975.21
01/15	01/16/2015	45613	5441	Jocelyn E. Roland, PH.D.	professional services	100-2610-0000-306	425.00
Total 45613:							425.00
01/15	01/16/2015	45614	12179	Keenan Associates	Monthly Admin of Insurances	602-1715-0000-336	1,200.00
Total 45614:							1,200.00
01/15	01/16/2015	45615	12615	Lee's Concrete Materials Inc	PD building repair	100-2610-0000-315	354.78
Total 45615:							354.78

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GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice GL Account	Check Amount
01/15	01/16/2015	45616	12593	Lehr, Carolyn	Lodging for 1/4/15-1/7/15 Per Contract	100-1710-0000-336	439.96
01/15	01/16/2015	45616	12593	Lehr, Carolyn	Lodging for 12/28/14-12/31/14 per contract	100-1710-0000-336	439.96
Total 45616:							879.92
01/15	01/16/2015	45617	12618	Locke, Craig	Registration for T1-T2 Math Review	100-4705-0000-305	145.00
01/15	01/16/2015	45617	12618	Locke, Craig	AWWA Membership	205-7605-0000-307	244.00
Total 45617:							389.00
01/15	01/16/2015	45618	6246	Madera Co Auditor/Controller	Humane services Nov 2014	100-2805-0000-324	90.00
Total 45618:							90.00
01/15	01/16/2015	45619	12531	Madera County Fairmead Landfill	Disposal Services for December 2014	210-5605-0000-351	15,301.33
Total 45619:							15,301.33
01/15	01/16/2015	45620	6551	Marty Buttram Electric	fire station lights	100-2705-0000-315	856.98
Total 45620:							856.98
01/15	01/16/2015	45621	6791	Merced Sun-Star	notice proposed ordinance 471-14	205-7605-0000-337	193.80
01/15	01/16/2015	45621	6791	Merced Sun-Star	Public Hearing Notice- groundwater plan	205-7605-0000-337	103.50
01/15	01/16/2015	45621	6791	Merced Sun-Star	notice proposed ordinance 471-14	205-7605-0000-337	87.96
Total 45621:							385.26
01/15	01/16/2015	45622	12166	Merced Transportation	contracted services December 2014	325-3705-0000-336	14,995.35
Total 45622:							14,995.35
01/15	01/16/2015	45623	12282	Mid Valley Disposal Inc.	Disposal Services for December 2014	210-5605-0000-350	428.48
01/15	01/16/2015	45623	12282	Mid Valley Disposal Inc.	Disposal Services for December 2014	210-5605-0000-350	52,128.89
Total 45623:							52,557.37
01/15	01/16/2015	45624	6881	MidLand Tractor	New tires for Unit #96	305-3620-0000-301	368.32

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GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice GL Account	Check Amount
Total 45624:							368.32
01/15	01/16/2015	45625	6966	Mobile Communications Inc.	Monthly Repeater Rental	325-3705-0000-301	84.00
Total 45625:							84.00
01/15	01/16/2015	45626	7116	Moy, Ellen	services Nov-Dec 2014	325-3705-0000-336	7,252.00
Total 45626:							7,252.00
01/15	01/16/2015	45627	7281	NBS Government Finance	Delinquency Management-Greenhills	540-4830-0000-336	2,025.00
Total 45627:							2,025.00
01/15	01/16/2015	45628	12214	NR Cleaning Services	Monthly Janitorial Fee/ Public Restrooms	100-6620-0000-315	510.00
01/15	01/16/2015	45628	12214	NR Cleaning Services	janitorial services Civic Center	100-1705-0000-315	1,030.00
Total 45628:							1,540.00
01/15	01/16/2015	45629	7516	Office Depot	Office Supplies	330-3805-0000-300	10.29
01/15	01/16/2015	45629	7516	Office Depot	supplies for Comm Dev	100-4605-0000-300	12.50
01/15	01/16/2015	45629	7516	Office Depot	office supplies for Comm Dev	100-4805-0000-300	43.36
01/15	01/16/2015	45629	7516	Office Depot	supplies for PD	100-2610-0000-300	142.00
01/15	01/16/2015	45629	7516	Office Depot	supplies for PD	100-2610-0000-300	18.03
01/15	01/16/2015	45629	7516	Office Depot	paper for Admin	100-1710-0000-300	62.50
01/15	01/16/2015	45629	7516	Office Depot	Copy paper/ Public Works	330-3805-0000-300	43.28
01/15	01/16/2015	45629	7516	Office Depot	supplies for Finance	100-1720-0000-300	29.15
Total 45629:							361.11
01/15	01/16/2015	45630	7756	Pape Machinery Exchange	Purchase John Deere Backhoe Loader	305-3620-0000-505	97,372.52
01/15	01/16/2015	45630	7756	Pape Machinery Exchange	Angle Broom for John Deere Backhoe	305-3620-0000-505	15,120.00
Total 45630:							112,492.52
01/15	01/16/2015	45631	7996	Praxair Dist. Inc.	Supplies for the Streets dept	305-3620-0000-320	126.51

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GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice GL Account	Check Amount
Total 45631:							126.51
01/15	01/16/2015	45632	12283	R & R Pool Service	Monthly waterfall Service	310-3625-0000-316	105.00
Total 45632:							105.00
01/15	01/16/2015	45633	11486	Roman, Robin	reimbursement- employee luncheon	701-0200-0000-042	120.57
Total 45633:							120.57
01/15	01/16/2015	45634	8796	S & W Auto Parts Inc.	supplies for garage	601-3615-0000-301	64.79
01/15	01/16/2015	45634	8796	S & W Auto Parts Inc.	supplies PD unit 43	100-2610-0000-320	39.65
01/15	01/16/2015	45634	8796	S & W Auto Parts Inc.	supplies for garage	601-3615-0000-301	11.01
01/15	01/16/2015	45634	8796	S & W Auto Parts Inc.	supplies PD unit 48	100-2610-0000-320	6.21
01/15	01/16/2015	45634	8796	S & W Auto Parts Inc.	supplies for garage	601-3615-0000-301	111.15
01/15	01/16/2015	45634	8796	S & W Auto Parts Inc.	supplies for shop	601-3615-0000-301	4.73
01/15	01/16/2015	45634	8796	S & W Auto Parts Inc.	Wiper Blades Unit #349	305-3620-0000-320	16.39
Total 45634:							253.93
01/15	01/16/2015	45635	9376	Sparkletts	Supplies for the WWTP	215-5705-0000-315	24.98
Total 45635:							24.98
01/15	01/16/2015	45636	1606	State of California-BOE	2014 Annual Use Tax Acct#SR DF 041-635491	701-0200-0000-042	1,194.00
Total 45636:							1,194.00
01/15	01/16/2015	45637	9951	T & T Pavement Markings &	Stop signs for the Streets Dept	305-3620-4000-317	851.69
Total 45637:							851.69
01/15	01/16/2015	45638	10116	Tesei Petroleum Inc.	Propane for Unit #152	305-3620-0000-301	54.65
01/15	01/16/2015	45638	10116	Tesei Petroleum Inc.	Supplies for the garage	601-3615-0000-321	20.37
01/15	01/16/2015	45638	10116	Tesei Petroleum Inc.	Fuel Services/ Corp Yard	305-3620-0000-320	102.44
01/15	01/16/2015	45638	10116	Tesei Petroleum Inc.	Fuel for Shelter	100-2805-0000-320	18.38
01/15	01/16/2015	45638	10116	Tesei Petroleum Inc.	Fuel for Shelter	100-2805-0000-320	87.75
01/15	01/16/2015	45638	10116	Tesei Petroleum Inc.	Fuel for City	325-3705-0000-320	2,292.33

M = Manual Check, V = Void Check

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice GL Account	Check Amount
Total 45638:							2,575.92
01/15	01/16/2015	45639	11798	Tessco Technologies Incorporated	antenna	505-2650-0000-506	1,211.93
Total 45639:							1,211.93
01/15	01/16/2015	45640	10131	TF Tire & Service	maintenance PD unit	100-2610-0000-320	238.18
01/15	01/16/2015	45640	10131	TF Tire & Service	credit for invoice 326880	100-2610-0000-320	453.48-
01/15	01/16/2015	45640	10131	TF Tire & Service	Tires for PD	100-2610-0000-320	456.04
Total 45640:							240.74
01/15	01/16/2015	45641	10356	TransUnion LLC	Basic Service Charge	425-4950-2692-333	66.00
Total 45641:							66.00
01/15	01/16/2015	45642	10536	United Rentals Inc.	Skid Steer Rental/ Water dept	205-7605-0000-320	421.65
Total 45642:							421.65
01/15	01/16/2015	45643	10571	US BANK (I.M.P.A.C. CAL-CARD)	Cal card Expenses	215-5705-0000-317	659.14
01/15	01/16/2015	45643	10571	US BANK (I.M.P.A.C. CAL-CARD)	DV Sporting gear- name plates	100-2610-0000-315	105.83
01/15	01/16/2015	45643	10571	US BANK (I.M.P.A.C. CAL-CARD)	Paypal- Animal law handbooks	100-2610-0000-300	135.05
01/15	01/16/2015	45643	10571	US BANK (I.M.P.A.C. CAL-CARD)	Cal card Expenses	305-3620-0000-317	669.05
01/15	01/16/2015	45643	10571	US BANK (I.M.P.A.C. CAL-CARD)	Cal card expense- training	100-2610-0000-305	47.97
01/15	01/16/2015	45643	10571	US BANK (I.M.P.A.C. CAL-CARD)	Cal Card Expenses	305-3620-0000-320	144.65
01/15	01/16/2015	45643	10571	US BANK (I.M.P.A.C. CAL-CARD)	Cal Card Expenses	100-1710-0000-300	1.99
01/15	01/16/2015	45643	10571	US BANK (I.M.P.A.C. CAL-CARD)	California Association of Airport Membership	330-3805-0000-301	290.00
01/15	01/16/2015	45643	10571	US BANK (I.M.P.A.C. CAL-CARD)	Cal Card expense- vests	100-2610-0000-302	181.11
01/15	01/16/2015	45643	10571	US BANK (I.M.P.A.C. CAL-CARD)	Cal Card Expenses	100-2610-0000-301	64.89
01/15	01/16/2015	45643	10571	US BANK (I.M.P.A.C. CAL-CARD)	Ayers Distributing- event supplies	100-6625-0000-300	1,682.19
01/15	01/16/2015	45643	10571	US BANK (I.M.P.A.C. CAL-CARD)	Carl's Jr- meal fo prisoner	100-2610-0000-350	26.31
01/15	01/16/2015	45643	10571	US BANK (I.M.P.A.C. CAL-CARD)	Cal card Expenses	205-7605-0000-305	110.00
01/15	01/16/2015	45643	10571	US BANK (I.M.P.A.C. CAL-CARD)	Cal Card Expenses	100-2610-0000-300	1,116.83
01/15	01/16/2015	45643	10571	US BANK (I.M.P.A.C. CAL-CARD)	Techsmith- supplies for IT	602-1715-0000-302	49.95
01/15	01/16/2015	45643	10571	US BANK (I.M.P.A.C. CAL-CARD)	LA Police gear- LED flashlights	100-2705-0000-302	214.96
01/15	01/16/2015	45643	10571	US BANK (I.M.P.A.C. CAL-CARD)	Cal Card Expenses	305-3620-0000-320	59.39
01/15	01/16/2015	45643	10571	US BANK (I.M.P.A.C. CAL-CARD)	Home Depot-supplies for IT	602-1715-0000-302	140.75

M = Manual Check, V = Void Check

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice GL Account	Check Amount
01/15	01/16/2015	45643	10571	US BANK (I.M.P.A.C. CAL-CARD)	Cal Card expense	100-2610-0000-312	1,339.38
Total 45643:							7,039.44
01/15	01/16/2015	45644	11286	Yosemite Chapter of ICC	J Anthony 2015 membership	100-4805-0000-307	50.00
Total 45644:							50.00
01/15	01/16/2015	45645	11306	Zalreich Chemical Company, Inc	Purchase a tote of Polymer chemical/ WWTP	215-5705-0000-315	3,847.31
Total 45645:							3,847.31
01/15	01/16/2015	45646	11381	Zoom Imaging Solutions, Inc.	contracted services	602-1715-0000-301	856.66
Total 45646:							856.66
01/15	01/22/2015	45647	2136	Chowchilla Employees Assn.	Employee Contribution	702-0200-0000-040	50.00
Total 45647:							50.00
01/15	01/22/2015	45648	12408	Chowchilla Mid-Management	Employee Contributions	702-0200-0000-040	300.00
Total 45648:							300.00
01/15	01/22/2015	45649	2166	Chowchilla Office	Employee Contributions	702-0200-0000-040	175.00
Total 45649:							175.00
01/15	01/22/2015	45650	2171	Chowchilla Peace Officers	Employee Contribution	702-0200-0000-040	903.00
Total 45650:							903.00
01/15	01/22/2015	45651	3836	Fitness Peak	Employee Contribution	702-0200-0000-040	122.50
Total 45651:							122.50
01/15	01/22/2015	45652	11772	PARS	PARS Administration for November 2014	320-3620-0000-206	416.16

M = Manual Check, V = Void Check

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice GL Account	Check Amount
Total 45652:							416.16
01/15	01/22/2015	45653	9791	Steves Chevrolet of Chowchilla	Replacement pickup/ Used	100-2610-0000-320	2,120.20
Total 45653:							2,120.20
01/15	01/27/2015	45654	12188	Folsom Lake Ford	2015 Ford SUV Interceptor	100-2610-0000-504	29,982.95
Total 45654:							29,982.95
01/15	01/27/2015	45655	9206	Self Help Enterprises	General Administration for July 2014	416-4810-0000-333	625.00
01/15	01/27/2015	45655	9206	Self Help Enterprises	Loan Portfolio Mgmt for July 2014	415-4810-0000-336	1,840.00
01/15	01/27/2015	45655	9206	Self Help Enterprises	Loan Portfolio Mgmt for October 2014	415-4810-0000-336	1,840.00
01/15	01/27/2015	45655	9206	Self Help Enterprises	Preparation of Quarterly Reports	415-4810-0000-336	200.00
Total 45655:							4,505.00
01/15	01/28/2015	45656	12379	Denny, Daniel	SWAT Officer Training	100-2610-0000-305	2,881.96
Total 45656:							2,881.96
01/15	01/28/2015	45657	12623	Golden West College	Basic SWAT Class for Daniel Denny	100-2610-0000-305	798.00
Total 45657:							798.00
01/15	01/28/2015	45658	12033	Lima, Nanci	League Policy Committee Meeting	100-1710-0000-307	171.92
Total 45658:							171.92
01/15	01/28/2015	45659	12624	Prado Olympic Shooting Park	Range Fee for SWAT Class for D. Denny	100-2610-0000-305	45.00
Total 45659:							45.00
01/15	01/28/2015	45660	11216	Wlodarczyk, Kurt	Zetron Radion Training	100-2610-0000-500	887.50
Total 45660:							887.50

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice GL Account	Check Amount
Grand Totals:							<u>462,922.17</u>

Report Criteria:
Report type: Invoice detail



REPORT TO THE CITY COUNCIL

Council Meeting of February 10, 2015

Agenda Section:	<u>CONSENT</u>
SUBJECT:	Consideration of a Resolution for Annual Encroachment Permits on State Route 233 (Robertson Blvd.) and Authorizing the City Administrator to Approve the Permits on Behalf of the City Council
Prepared By:	<u>Janene Hicks, Permit Technician</u>
Authorized By:	<u>Craig Locke, Public Works Director/City Engineer</u>
Approved By:	<u>Carolyn Lehr, Interim City Administrator</u>

RECOMMENDATION:

Approval of a Resolution authorizing the City Administrator to approve permits on behalf of City Council per Consent Calendar minute order by roll call vote.

HISTORY / BACKGROUND:

These are routine annual encroachment permits requested for local annual events and activities for the 2015 calendar year. The State of California, Department of Transportation is now requesting that the City of Chowchilla issue a yearly resolution for all annual events and activities that take place on State Route 233 (Robertson Blvd.) in order to process an encroachment permit for each event. The Community & Economic Development Department will monitor guidelines for compliance of insurance, fees, circulation and safety issues and process applications accordingly.

FINANCIAL IMPACT:

If additional Police and Public Safety personnel are required or if the Public Works Department is required to handle special set up of barricades or other items, the event sponsor will be billed accordingly.

ATTACHMENTS:

Resolution

SPECIAL INSTRUCTIONS:

Administrative Services to forward a copy of the signed resolution to the Community & Economic Development Department. Documents to be scanned in LaserFiche.

COUNCIL RESOLUTION # -15

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHOWCHILLA REGARDING ANNUAL ENCROACHMENT PERMITS ON STATE ROUTE 233(ROBERTSON BLVD.) AND AUTHORIZING THE CITY ADMINISTRATOR TO APPROVE THE PERMITS ON BEHALF OF THE CITY OF CHOWCHILLA

WHEREAS, the City of Chowchilla receives applications to place banners; have parades or special events as listed below from various organizations annually asking for approval of encroaching on State Route 233 (Robertson Blvd.); and

Parades; Banners/Decorations; Western Stampede Event; Christmas Decorations; Spring Festival Parade (Third Saturday in May);

WHEREAS, the City of Chowchilla has reviewed and considered the request(s) and determines that there are no conflicting sound reasons why said request(s) would not be approved and granted; and

WHEREAS, the City administrator is authorized to approve the permits on behalf of the City of Chowchilla; and

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Chowchilla that the approved annual activities listed above in said Resolution be authorized and the State of California, Department of Transportation is requested to issue an encroachment permit(s) for the approved activities.

BE IT FURTHER RESOLVED that the organization(s) will conduct their activities in compliance with City Ordinances, Resolutions, and all other legal permits and regulations as maybe required by applicable guidelines, policies and laws.

PASSED AND ADOPTED by City Council of the City of Chowchilla this 10th day of February 2015 by the following vote to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

John Chavez, Mayor

ATTEST:

Nanci C. O. Lima, MMC
City Clerk



REPORT TO THE CITY COUNCIL

Council Meeting of February 10, 2015

Agenda Section:	<u>CONSENT</u>
SUBJECT:	Consideration of a Resolution Approving Weed Abatement for 2015
Prepared By:	<u>Janene Hicks, Permit Technician</u>
Authorized By:	<u>Harry Turner, Fire Chief</u>
Approved By:	<u>Carolyn Lehr, Interim City Administrator</u>

RECOMMENDATION:

Approval of a Resolution declaring the existence of a public nuisance by virtue of certain weed growth per Consent Calendar minute order by roll call vote.

HISTORY / BACKGROUND:

The need for weed abatement is a seasonal and recurring nuisance, which poses a fire, safety, and public health risk. The accumulation of weed growth also has a negative visual effect to the public within the City limits, which is a priority goal of the City Council. The timeline and activity summary is included in your supplements. This notice of abatement will be public noticed over the next few weeks in the Chowchilla News.

This is an annual program of the City. The Chowchilla Municipal Code, Section 8.12 allows for the authority of this activity.

SITUATION / ANALYSIS:

This program in the past has been shown to help expedite the removal of weeds, which in turn reduces the fire and safety hazards due to their uncontrolled growth and gives Chowchilla and its neighbors a more appealing landscape. Community Pride is a City Council goal.

FINANCIAL IMPACT:

Initial costs for abatement of non-compliant properties incurred through planned budget expenditures. Unpaid abatement costs will be recorded and a lien placed on such properties.

SUPPLEMENTS ATTACHED:

Weed abatement timeline
Resolution

SPECIAL INSTRUCTIONS:

Administrative Services office to forward a copy of the executed resolution to the Community & Economic Development Department to process.

A copy to be scanned and filed in the contract master files by Administration Staff.

Community & Economic Development Department Weed Abatement Timeline 2015

2/10/15	Council – Resolution per CMC Section 8.12 – Declaring Weeds a Public Nuisance
2/12/15	Send Council Resolution to Newspaper for Advertising
2/12/15	Abatement Declaration Advertised for 2 weeks 2/19 and 2/26 (Resolution needs to be submitted Thursday before 10:00 am to be published in the following weeks newspaper)
3/2/15	Start of Creating Violation List
4/13/15	Owners of Record Notified by LETTERS VIA MAIL
5/8/15	Properties to be abated by MAY 8 – Cutoff date
*5/11/15 5/13/15	Non-Compliant PROPERTIES POSTED
*5/14/15	PUBLIC HEARING NOTICE & RFP PUBLISHED ON MAY 20 th EDITION Chowchilla News
*6/10/15	Public Protest Hearing to Council – Authorization to Abate
*6/10/15	City Council to approve cost of bid from contractor
*6/11/15	Coordinate ABATEMENT WITH CONTRACTOR
*6/12/15 7/2/15	PROPERTY ABATEMENT in progress to be complete by JULY 4 th
*7/9/15	LIST OF ABATED PROPERTIES TO FINANCE FOR BILLING
8/1/15	LIENS CREATED

***Note:** These dates are tentative due to weather and time restraints in processing. The dates may vary as much as 30 days.

COUNCIL RESOLUTION # -15

A RESOLUTION OF THE CITY COUNCIL OF CITY OF CHOWCHILLA DECLARING THE EXISTENCE OF A PUBLIC NUISANCE BY VIRTUE OF CERTAIN WEED GROWTH

WHEREAS, the Chowchilla Municipal Code, Section 8.12, determines that certain weeds growing upon the streets or sidewalks or upon or in front of private property within the City, which bear seeds or windy or downy nature of attain such large growth as to become a fire menace when dry, or which are otherwise noxious or dangerous, and any thereafter be abated; and

WHEREAS, it is the desire of the City Council to effect timely removal of all weeds so described through the City's Weed Abatement Program, and in manner provided by law; and

WHEREAS, if abatement does not occur during time frame prescribed, the City may choose to follow Chowchilla Municipal Code Section 8.12 lien process and/or seek Administrative fines per Ordinance 444-08.

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Chowchilla hereby declares that certain weeds, as determined by the Code Enforcement Official, constitute that a public nuisance exists and the Exhibit "A" time line schedule for 2015 is attached.

PASSED AND ADOPTED by City Council of the City of Chowchilla this 10th day of February 2015 by the following vote to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

John Chavez, Mayor

ATTEST:

Nanci C. O. Lima, MMC
City Clerk



REPORT TO THE CITY COUNCIL

Council Meeting of February 10, 2015

Agenda Section:	<u>NEW BUSINESS</u>
SUBJECT:	Consideration of a Lease Agreement with Mid-Valley Disposal Systems to Store Equipment on City owned property
Prepared By:	<u>Joanne Upton, Administrative Analyst</u>
Authorized By:	<u>Craig Locke, City Engineer/Public Works Director</u>
Approved By:	<u>Carolyn Lehr, Interim City Administrator</u>

RECOMMENDATION:

Staff recommends approval of the resolution authorizing the attached Lease Agreement with Mid-Valley Disposal Systems (City's Contracted Hauler) allowing storage of Garbage Trucks and a business trailer on a portion of property at the City's Public Works Corporation Yard and collection material (totes etc.) storage at 24225 Road 15 ½.

HISTORY / BACKGROUND:

The City entered into an agreement with Madera Disposal Systems, Inc. for residential and commercial waste collection, recycling, and yard trimming collection services in the City of Chowchilla. Mid-Valley Disposal, Inc. took over that agreement in 2014 for the City of Chowchilla

Staff has determined that the Lease Agreement between the City (Owner of real property) and Mid-Valley Disposal, Inc. (contracted Hauler) will allow the hauler to better serve the residents and commercial businesses within the City of Chowchilla by locating their equipment within the City limits on a portion of the City's Public Works Corporation Yard and within an existing fenced area at 24225 Road 15 ½ . Term of this agreement will begin as of February 1, 2015 (retro) and expire on February 1, 2016. There are options to extend the lease term for an additional five years.

FINANCIAL IMPACT:

The tenant will pay \$300 a month (which includes electrical service) and the cost of installation and maintenance of a job trailer. In addition, the tenant will discontinue monthly bills of \$75.21 for portable restroom services at the sewer treatment plant and agrees to provide up to three (3) portable toilets for City events. Tenant will also add the preparation of annual recycling reports to their scope of services. Monthly payments will be added to the City's General Fund.

ATTACHMENTS:

Resolution

Lease Agreement between City of Chowchilla and Mid-Valley Disposal Systems, Inc.

SPECIAL INSTRUCTIONS:

Execute Agreement and distribute original agreement and resolution to support Joanne Upton, Administrative Analyst to scan and process documents on behalf of Craig Locke, City Engineer/Public Works Director and the Rod Pruet, City Treasurer.

COUNCIL RESOLUTION # -15

CONSIDERATION OF A LEASE AGREEMENT WITH MID-VALLEY DISPOSAL SYSTEMS TO STORE TRUCKS ON CITY OWNED PARCELS

WHEREAS, pursuant to the Government Code of the State of California, the CITY may enter into leases and agreements relating to real property owned by the City; and

WHEREAS, the CITY previously entered into an agreement with Madera Disposal Systems, Inc. titled "City of Chowchilla Exclusive Collection Services Agreement" ("SERVICES AGREEMENT") and dated August 1, 2012 for the purpose of obtaining residential and commercial waste collection, recycling, and yard trimming collection services in the City of Chowchilla; and

WHEREAS, the CITY accepted Madera Disposal Systems, Inc.'s assignment of the SERVICES AGREEMENT to Mid-Valley Disposal Systems, Inc. in a document titled "Acceptance of Assignment and Amendment to Agreement Between the City of Chowchilla, Madera Disposal Systems, Inc. and Mid-Valley Disposal" and signed August 1, 2013; and

WHEREAS, the CITY and TENANT have determined that the SERVICES AGREEMENT can be better performed, resulting in better collection services in the City of Chowchilla, if TENANT locates the trucks it uses to service the City of Chowchilla within the City limits.

NOW, THEREFORE, BIT IT RESOLVED that the City Council of the City of Chowchilla does hereby resolve, determines, and orders as follows:

1. The above recitals are true and correct.
2. The Council has agreed to approve the attached Lease Agreement between the City of Chowchilla and Mid-Valley Disposal Systems, Inc. to retroactively commence on February 1, 2015.
3. The Resolution shall take effect immediately.

PASSED AND ADOPTED by City Council of the City of Chowchilla this 10th day of February 2015 by the following votes to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

John Chavez, Mayor

ATTEST:

Nanci C. O. Lima, MMC
City Clerk

**LEASE AGREEMENT BETWEEN
CITY OF CHOWCHILLA AND MID-VALLEY DISPOSAL**

This lease agreement (“AGREEMENT”), dated as of February 10, 2015, by and between the City of Chowchilla, a municipal corporation in the County of Madera, State of California (“CITY”), and Mid-Valley Disposal Systems, Inc., a California corporation (“TENANT”), is agreed to as follows:

WHEREAS, pursuant to the Government Code of the State of California, the CITY may enter into leases and agreements relating to real property owned by the City; and

WHEREAS, the CITY previously entered into an agreement with Madera Disposal Systems, Inc. titled “City of Chowchilla Exclusive Collection Services Agreement” (“SERVICES AGREEMENT”) and dated August 1, 2012 for the purpose of obtaining residential and commercial waste collection, recycling, and yard trimming collection services in the City of Chowchilla; and

WHEREAS, the CITY accepted Madera Disposal Systems, Inc.’s assignment of the SERVICES AGREEMENT to Mid-Valley Disposal Systems, Inc. in a document titled “Acceptance of Assignment and Amendment to Agreement Between the City of Chowchilla, Madera Disposal Systems, Inc. and Mid-Valley Disposal” and signed August 1, 2013; and

WHEREAS, the CITY and TENANT have determined that the SERVICES AGREEMENT can be better performed, resulting in better collection services in the City of Chowchilla, if TENANT locates the trucks it uses to service the City of Chowchilla within the City limits; and

NOW, THEREFORE, in consideration of the above premises and of the mutual covenants hereinafter contained and for other good and valuable consideration, the parties hereto agree as follows:

1. **PROPERTY**. Pursuant to the terms of this AGREEMENT, TENANT shall be entitled to possession of the following property, hereinafter collectively referred to as the “PROPERTY”:
 - a. That portion of the CITY’s Public Works Yard located at 360 North 1st Street, in the City of Chowchilla, California and depicted in Exhibit A (“YARD PROPERTY”); and
 - b. That portion of the CITY’s property located at near the CITY’s Water Treatment Plant located at 24225 Road 15 ½ and depicted in Exhibit B (“PLANT PROPERTY”).
 - c. The parties are both aware the CITY intends to complete construction at the YARD PROPERTY. Conditions at the PLANT PROPERTY are also subject to fluctuation. Both parties specifically acknowledge and agree that the CITY may need TENANT to relocate during the term of this AGREEMENT. The parties further agree that the CITY may designate an alternative location at either PROPERTY at any time by giving TENANT ten (10) days’ written notice of the relocation need. Such relocation will be documented by amending this AGREEMENT to reflect a new description of the PROPERTY, as necessary.

2. **TERM OF AGREEMENT.** The term of this AGREEMENT shall be for a period of one (1) year beginning February 11, 2015 and ending January 31, 2016. This AGREEMENT may be renewed for six (6) additional (1) year periods, upon the parties mutual agreement. The parties will be deemed to have mutually agreed to a single one (1) year extension of this AGREEMENT if neither provides notice of its intent to terminate thirty (30) days prior to the end of the pending one (1) year term. Either party may terminate this AGREEMENT at any time by giving thirty (30) days written notice, or as otherwise provided by this AGREEMENT.

3. **RENT.** “RENT” is defined to include all monetary amounts owing by TENANT to CITY pursuant to the terms of this AGREEMENT whether they are described in this paragraph or elsewhere, and all in-lieu services described in this paragraph.
 - a. **MONETARY PAYMENT.** TENANT shall pay to the CITY, without deduction or offset, on or before the 1st day of each month, a monthly fee of Three Hundred Dollars (\$300.00). The CITY retains the right to increase the monetary payment effective February 1st of each year to match market conditions. CITY will notify TENANT in writing of any increase in the annual rental fee on or before January 1st. All monthly fee payments shall be made at City Hall, 130 South Second Street, Civic Center Plaza, Chowchilla, California.

 - b. **IN-LIEU SERVICES.** In lieu of additional monetary payment, TENANT shall provide the CITY with the following services as RENT:
 - i. **Recycling Coordination Services:** TENANT shall act as the CITY’s Recycling Coordinator by performing tasks necessary to ensure the CITY’s compliance with any state or federal laws regarding recycling. These services shall include, but are not limited to, the following: drafting ordinance for recycling management; completing and filing all legally required forms; acting as a liaison between the CITY and other government agencies on recycling issues; and monitoring and communicating with the CITY regarding its compliance with legal requirements.

 - ii. **Portable Toilets:** TENANT shall provide the CITY with, and maintain, one (1) portable toilet to be located in the CITY limits continuously throughout the TERM of this AGREEMENT, free of charge. TENANT shall also provide to the CITY, free of charge, up to three (3) additional portable toilets for the CITY’s temporary use at special events. The term “special event” shall be interpreted broadly to include any event occurring in the City of Chowchilla for which the City is a partner and/or host.

 - c. **LATE CHARGES.** TENANT hereby acknowledges that its late payment of RENT will cause CITY to incur costs not contemplated by this AGREEMENT, the exact amount of which will be extremely difficult to ascertain. Such costs

include, but are not limited to, processing and accounting charges. Accordingly, if any RENT is not received by CITY on the day that it is due plus any grace period, then, without any requirement or notice to TENANT, TENANT shall immediately pay to CITY a one-time late charge equal to ten percent (10%) of each such overdue monetary amount or \$30, whichever is greater. The parties hereby agree that such late charge represents a fair and reasonable estimate of the costs CITY will incur by reason of such late payment. Acceptance of such late charge by CITY shall in no event constitute a waiver of TENANT's BREACH (as defined below) with respect to such overdue amount, nor prevent the exercise of any of the other rights and remedies granted hereunder.

- d. **INTEREST.** Any monetary payment due to CITY hereunder, other than late charges, not received by CITY, when due shall bear interest from the 31st day after it was due. The interest charged shall be computed at the rate of ten percent (10%) per annum but shall not exceed the maximum rate allowed by law. Interest is payable in addition to the potential late charge provided for above.

4. **USE OF PROPERTY.**

- a. **YARD PROPERTY:** The YARD PROPERTY shall be used only for the following purposes:
 - i. To store no more than five (5) Collection vehicles, as that term is used in the SERVICES AGREEMENT. Employee vehicles may be stored at the PROPERTY in lieu of Collection vehicles only during the time that the employee is using the Collection vehicle for TENANT's business purposes. No more than five (5) vehicles of any type may ever be located at the PROPERTY at any time during the term of this AGREEMENT. Minimal maintenance may be performed on the Collection vehicles at the PROPERTY. Such maintenance shall never include oil changes, equipment washing, or any other activity that may cause environmental damage to the PROPERTY. TENANT's personnel may access the PROPERTY only between the hours of 5am and 5 pm.
 - ii. To store a single portable toilet for use by CITY and TENANT employees.
 - iii. TENANT may locate one (1) single wide trailer on the YARD PROPERTY for business operations use. Nothing other than standard office equipment shall be located in the trailer, including a computer, printer, desk, coffee maker, and fridge. Electrical service will be provided by the CITY to the trailer. The trailer shall not be connected to CITY water or sewer. The CITY reserves the right to withdraw electric service should usage exceed reasonable expectations for a small office.

- b. **PLANT PROPERTY:** The PLANT PROPERTY shall be used only to store TENANT's plastic or steel solid waste containers, including automated carts, bins, commercial containers, drop box, roll-off or compactor containers.
 - c. TENANT shall not use or permit the PROPERTY or any portion thereof to be used for any purpose other than the purposes described above without prior written consent of CITY.
 - d. TENANT shall comply with all federal, state and local procedures to prevent soil, water and air quality degradation; and pay for equipment and devices, including the cost of installation, necessary to meet said requirements.
 - e. TENANT agrees that it will not use or permit the PROPERTY to be used for any unlawful purpose.
 - f. TENANT shall not commit nor suffer to be committed any waste upon the PROPERTY, or any public or private nuisance or other act or thing which may disrupt the normal utilization of the PROPERTY's surrounding area by the CITY.
 - g. TENANT shall, at its sole cost and expense, promptly observe and comply with all laws, orders, regulations, rules, ordinances and requirements now in force or which may hereafter be in force of federal, state, county and city governments or other lawful governmental bodies or any of their departments, bureaus or officers having jurisdiction over the PROPERTY or any of the activities conducted thereon.
5. **UTILITIES.** The CITY will provide electrical service to the trailer at the YARD PROPERTY only. The cost of this service is included in the RENT. No other utility services shall be utilized and/or provided at either PROPERTY.
6. **MAINTENANCE OF PROPERTY, IMPROVEMENTS, SOIL, WATER AND AIR QUALITY PROTECTION DEVICES.** TENANT shall, at its sole cost and expense, keep and maintain the PROPERTY, improvements and all portions thereof, including the PROPERTY's soil, in safe and sanitary order, in good state of repair, and in proper working order. TENANT shall keep the PROPERTY clean and free of weeds, debris and other unsightly or unsafe matter and shall properly dispose of all debris and other waste matter which may accumulate. Should any portion of the PROPERTY's soil become exposed to fuel, or any other contamination, it shall be TENANT's sole responsibility to immediately take all actions necessary to remediate the soil.
- a. **ENVIRONMENTAL CONTAMINATION.** If a hazardous substance is released onto the PROPERTY during the term of this AGREEMENT, CITY may, at its option, either (i) investigate and remediate such release, if required, as soon as reasonably possible at TENANT's expense, in which event this AGREEMENT shall continue in full force and effect, or (ii) give TENANT written notice of

CITY's desire to terminate this AGREEMENT as of the date thirty (30) days following the date of such notice.

- b. **FAILURE TO PERFORM.** If TENANT fails to perform its obligations to maintain the PROPERTY, CITY may enter upon the PROPERTY after ten (10) days written notice to TENANT (unless an emergency situation exists, in which case notice is not required), perform such actions as needed to bring the PROPERTY into compliance on TENANT's behalf, and TENANT shall promptly pay the CITY a sum equal to 115% of the cost thereof.
7. **TERMINATION.** Upon expiration or termination of this AGREEMENT, TENANT shall have no further right or interest in any of the PROPERTY. CITY shall have the option as to whether any or all improvements or equipment constructed and/or installed on the PROPERTY by TENANT may be removed by TENANT or whether they shall remain. Should CITY determine that any or all such improvements and equipment shall remain, such improvements and equipment shall thereupon become the property of CITY, and TENANT agrees to execute a Bill of Sale transferring all rights, interests and ownership in such improvements to CITY. Should CITY exercise its option of requiring TENANT to remove any or all such improvements or equipment from the PROPERTY, such removal shall be accomplished by TENANT at TENANT's sole cost and expense within 30 days after termination or expiration of this AGREEMENT, during which 30 days TENANT will have no liability for RENT. If TENANT fails to remove such improvements within said 30-day period, CITY may remove them at TENANT's expense, and TENANT shall be liable for payment of RENT as herein described for any period TENANT occupies the PROPERTY after termination.
8. **ENVIRONMENTAL INDEMNIFICATION.** TENANT agrees to indemnify, defend by counsel chosen by the CITY and hold harmless, CITY, its directors, council members, officers, employees, representatives and agents hereinafter referred to collectively as "CITY PERSONNEL" from and against and in respect of any and all claims, damages (including, without limitations, diminution deficiencies, interest, penalties, attorney fees and all amounts paid in defense of settlement of the foregoing whether or not arising out of third-party claims, which may be imposed upon or incurred by CITY or asserted against CITY PERSONNEL by any other party or parties (including governmental entities), in connection with any environmental non-compliance arising out of, resulting from, or attributable to, the assets, business, or any claims, expenses, losses, liabilities, etc., resulting from the alleged exposure of any person or property, including the PROPERTY, to environmental conditions or exposure resulted from TENANT's activities or TENANT's agents, representatives, employees or independent contractors.
9. **ASSIGNMENTS.** TENANT shall not assign this AGREEMENT or any interest therein, and shall not sublet the PROPERTY or any portion thereof or any rights or privileges appurtenant thereto or suffer any other person (agents and servants of CITY excepted) to occupy or use the PROPERTY or any portion thereof without the CITY's prior written consent. Consent to one assignment subletting, occupation or use by another person shall not be deemed to be consent to any subsequent assignment, subletting, occupation or use.

10. **ABANDONMENT.** TENANT shall not abandon the PROPERTY described herein at any time during the term hereof. The PROPERTY shall be deemed abandoned following notices as provided by California's Civil Code or should TENANT fail to locate its permitted equipment at the PROPERTY on any calendar day.

11. **ALTERATIONS-REMOVAL OF ADDITIONS.** Except as provided in this AGREEMENT, TENANT shall not make or allow to be made any alterations to the PROPERTY or any part thereof without first obtaining the CITY's written consent. TENANT shall keep the PROPERTY free from any liens arising out of any work performed, materials furnished or obligations incurred by TENANT. In the event the TENANT desires to make any alterations or improvements, plans and specifications thereof shall be submitted to the CITY and if satisfactory, completion thereof shall be made to the CITY's satisfaction.

12. **INSURANCE.**

a. **GENERAL LIABILITY INSURANCE.** TENANT shall at all times carry commercial general liability insurance which shall provide coverage from any claim or liability for any injury or damage to any person or property occurring on the PROPERTY or arising out of or resulting from the TENANT's operations or omissions on said PROPERTY. The policy limits of general commercial liability policies shall be in not less than One Million Dollars (\$1,000,000).

b. **PROPERTY DAMAGE.** TENANT shall obtain and maintain insurance coverage on all of TENANT's personal property, trade fixtures and TENANT owned alterations and utility installations located on the PROPERTY. Such insurance shall be full replacement cost coverage with a deductible that does not exceed \$1,000 per occurrence. The proceeds from any such insurance shall be used by TENANT for the replacement of personal property, trade fixtures and TENANT owned alternations and utility installations.

c. **ENVIRONMENTAL INSURANCE.** At all times, TENANT shall also carry environmental insurance which shall provide coverage for any pollution or contamination that may arise from activities occurring at the PROPERTY. The policy limits of TENANT's environmental insurance policy shall be not less than Five Million Dollars (\$5,000,000.00).

d. **VERIFICATION OF COVERAGE.** TENANT shall furnish to CITY certificates of insurance with original endorsements effecting coverage required by this AGREEMENT. The certificates and endorsements for each insurance policy(ies) are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates or endorsements are to be received and approved by CITY prior to the commencement date, and thereafter, TENANT shall furnish new certificates 30 days prior to the expiration date of the previous certificate(s). City reserves the right to require complete, certified copies of all prior insurance policies at all times.

All insurance policies obtained to comply with the terms of this AGREEMENT shall be in a form that meets the CITY's approval and shall be underwritten by a company or companies approved by the CITY. Policy limits shall be reviewed on yearly intervals and adjusted as required. Said policies shall expressly include CITY, its officers and employees, as insured and shall not in any way limit the coverage provided by said policy or policies for injury or damage to the person or property of CITY, its officers and employees, arising or resulting from any wrongful act or omission or negligence on the part of TENANT, its servants, employees or agents. Other insurance of CITY shall not be required to participate with said insurance in the payment of any damages. Said insurance policy, policies or certificates evidencing issuance of the policies required herein shall be provided to the CITY concurrently with the execution of this AGREEMENT and shall include an endorsement precluding cancellation thereof without 30 days prior written notice to CITY.

13. **BREACH; REMEDIES.**

- a. **BREACH.** A "BREACH" is defined as TENANT's failure to comply with or perform any of the terms, covenants, conditions under this AGREEMENT, and the failure of TENANT to cure that BREACH within any applicable grace period. Any applicable grace period provided for in this AGREEMENT shall be in lieu of and not in addition to California's legal notice requirements, including but not limited to the eviction statutes found at Code of Civil Procedure section 1161 et seq.
 - i. TENANT shall be deemed in BREACH if, for three (3) calendar days following written notice, TENANT fails to make any payment of RENT when due, or to provide reasonable evidence of insurance. **THE CITY'S ACCEPTANCE OF A PARTIAL PAYMENT OF RENT SHALL NOT CONSTITUTE A WAIVER OF ANY OF CITY'S RIGHTS, INCLUDING CITY'S RIGHT TO RECOVER POSSESSION OF THE PREMISES.**
 - ii. TENANT shall be deemed in BREACH if it vacates or abandons either PROPERTY, for a period of 24 hours.
 - iii. TENANT shall be deemed in BREACH if it fails to fulfill any obligation under this AGREEMENT which endangers or threatens life or property.
 - iv. TENANT shall be deemed in BREACH if any of the following events occur: (a) the making of any general arrangement or assignment for the benefit of creditors; (b) becoming a debtor as defined in 11 U.S.C Section 101 or any successor statute thereto (unless, in the case of a petition filed against TENANT, the same is dismissed within 60 days); (c) the appointment of a trustee or receiver to take possession of substantially all of TENANT'S assets located at the PROPERTY or of TENANT's interest

in this AGREEMENT, where possession is not restored to TENANT within thirty (30) days; or (d) the attachment, execution or other judicial seizure of substantially all of TENANT's assets located at the PROPERTY or of TENANT's interest in this AGREEMENT, where such seizure is not discharged within 30 days; provided, however, in the event that any provision of this subparagraph is contrary to any applicable law, such provision shall be of no force or effect, and not affect the validity of the remaining provisions.

b. **REMEDIES.** If TENANT is in BREACH of this AGREEMENT, CITY may, at its option, perform on TENANT's behalf, and TENANT shall pay to CITY an amount equal to 115% of the costs and expenses CITY incurs in such performance upon receipt of an invoice therefor. CITY may also, with or without further notice or demand, and without limiting CITY in the exercise of any right or remedy which CITY may have by reason of such BREACH:

i. Terminate TENANT's right to possession of the PROPERTY by any lawful means, in which case this AGREEMENT shall terminate and TENANT shall immediately surrender possession of the PROPERTY with all of its improvements and equipment to CITY, keeping only TENANT's personal property. In such event, CITY shall be entitled to recover from TENANT (a) the unpaid RENT which had been earned at the time of the termination; (b) the worth at the time of award of the amount by which the unpaid rent which would have been earned after termination until the time of award exceeds the amount of such rental loss that TENANT proves could have been reasonably avoided; (c) the worth at the time of award of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of such rental loss that the TENANT proves could be reasonably avoided; and (d) any other amount necessary to compensate CITY for all the detriment proximately caused by TENANT's failure to perform its obligations under this AGREEMENT or which the ordinary course of things would be likely to result therefrom, including but not limited to the cost of recovering possession of the PROPERTY, expenses or reletting, including necessary renovation and alteration of the PROPERTY, reasonable attorneys' fees, and that portion of any leasing commission paid by CITY in connection with this AGREEMENT applicable to the unexpired term of this AGREEMENT. The worth at the time of award of the amount referred to in provision (c) of the immediately preceding sentence shall be computed by discounting such amount at the discount rate of the Federal Reserve Bank of the District within which the PROPERTY is located at the time of award plus one percent. Efforts by City to mitigate damages caused by TENANT's BREACH of this AGREEMENT shall not waive CITY's right to recover any damages to which CITY is otherwise entitled. If termination of this AGREEMENT is obtained through the provision remedy of unlawful detainer, CITY shall have the right to recover in such proceeding any

unpaid RENT and damages as are recoverable therein, or CITY may reserve the right to recover all or any part thereof in a separate suit. If notice and grace period required under this AGREEMENT was not previously given, a notice to pay rent or quit, or to perform or quit given to TENANT under the unlawful detainer statute shall constitute the notice required by this AGREEMENT. In such case, the applicable grace period and the unlawful detainer statute shall run concurrently, and TENANT's failure to cure within the greater of the two periods shall constitute both an unlawful detainer and a BREACH of this AGREEMENT entitling CITY to the remedies provided for in this AGREEMENT and/or by said statute.

- ii. Continue this AGREEMENT and TENANT's right to possession and recover the RENT as it becomes due, in which event TENANT may sublet or assign, subject only to reasonable limitations.
- iii. Pursue any other remedy now or hereafter available under the laws or judicial decisions of the State of California or the United States of America. The expiration or termination of this AGREEMENT and/or the termination of TENANT's right to possession shall not relieve TENANT from liability under any indemnity provisions of this AGREEMENT as to matters occurring or accruing during the term hereof or by reason of TENANT's occupancy of the PROPERTY.

14. **BREACH BY CITY.** CITY shall not be deemed in breach of this AGREEMENT unless CITY fails within a reasonable time to perform an obligation required to be performed by CITY. For purposes of this paragraph, a reasonable time shall in no event be less than thirty (30) days after receipt by CITY of written notice specifying the obligation CITY has purportedly failed to perform; provided, however, that if the nature of CITY's obligation is such that more than thirty (30) days are reasonably required for its performance, then CITY shall not be in breach if performance is commenced within such thirty (30) day period and thereafter diligently pursued to completion.

15. **CONDEMNATION CLAUSE.** If any part of the PROPERTY shall be taken or condemned for a public or quasi-public use, and a part thereof remains which is susceptible of occupation hereunder, this AGREEMENT shall, as to the part so taken, terminate as of the date title shall vest in the condemner. If all the PROPERTY, or such part thereof, be taken or condemned so that there does not remain a portion susceptible of occupation hereunder, this AGREEMENT shall thereupon terminate. If part or all of the PROPERTY be taken or condemned, all compensation awarded upon such condemnation or taking shall be shared by CITY and TENANT, as their interests appear of record.

16. **INDEMNITY.** To the fullest extent permitted by law, TENANT agrees to indemnify, hold harmless, protect and defend CITY and CITY's employees, City Council, agents, representatives and contractors from any and all claims, causes of action, liability, losses, costs, and damages, for the foreseeable or unforeseeable, arising out of or related to any act, omission, or negligence of TENANT or TENANT's agents, employees, representatives or

contractors, or arising from or related to TENANT's use of activities related to this AGREEMENT and/or on or at the Chowchilla Municipal Airport. The provisions of this section shall survive the termination, cancellation or expiration of this AGREEMENT.

17. **NOTICES.**

- a. **NOTICE REQUIREMENTS.** All notices required or permitted by this AGREEMENT or applicable law, including unlawful detainer statutes, shall be in writing and may be delivered in person (by hand or by courier) or may be sent by regular, certified or registered mail or U.S. Postal Service Express Mail, with postage prepaid, or by facsimile transmission, or by mail, and shall be deemed sufficiently given if served in a manner specified by this paragraph to the addresses below. Either party may be written notice to the other specify a different address for notice.

If to TENANT:

Mid-Valley Disposal
Attn: Jay Kalpakoff
15300 W. Jensen Ave.
Kerman, CA 93630.

If to CITY:

City of Chowchilla
Attn: City Administrator
130 S. Second Street
Chowchilla, CA 93610
Fax: (559) 665-2569

With copy to:

Cota Cole LLP
Attn: Chowchilla City Attorney
3401 Centrelake Drive, Suite 670
Ontario, CA 91761

- b. **DATE OF NOTICE.** Any notice sent by registered or certified mail, return receipt requested, shall be deemed given on the date of delivery shown on the receipt card, or if no delivery date is shown, the postmark thereon. If sent by regular mail, the notice shall be deemed given 72 hours after the same is addressed as required herein and mailed with postage prepaid. Notices delivered by United States Express Mail or overnight courier that guarantees next day delivery shall be deemed given 24 hours after delivery of same to the Postal Service or courier. Notices transmitted by facsimile transmission shall be deemed delivered upon confirmation of receipt. If notice is received on a Saturday, Sunday or legal holiday, it shall be deemed received on the next business day.

18. **NONDISCRIMINATION.** TENANT for itself, its personal representatives, successors in interest, and assigns, as part of the consideration hereto, does hereby covenant and agree as a covenant running with the land, that:

- a. No person on the grounds of race, color, or national origin shall be excluded from participation, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities;
 - b. In the construction of improvements on, over or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits, or otherwise be subjected to discrimination; and
 - c. In the event of breach of any of the above nondiscrimination covenants, the City of Chowchilla shall have the right to terminate this AGREEMENT and to re-enter and repossess said land, and hold the same as if said AGREEMENT had never been made or issued.
19. **NO RIGHT TO HOLDOVER.** TENANT has no right to retain possession of the PROPERTY or any part thereof beyond the expiration or termination of this AGREEMENT. In the event that TENANT holds over as to any portion of the PROPERTY, then a monthly fee of \$1,500.00 shall become due on the first of each month during such holdover. Nothing contained herein shall be construed as consent by CITY of any holding over by TENANT.
20. **WAIVER.** The exercise of any right, option or privilege hereunder by CITY shall not exclude CITY from exercising any and all other rights, privileges and options, or privilege hereunder and shall not be deemed a waiver of said right, option, or privilege nor shall it relieve the TENANT from his obligation to perform each and every covenant, term, provision and condition on the part of TENANT to be performed hereunder or from damages or other remedy for failure to perform or meet the obligations of this AGREEMENT.
21. **CUMULATIVE REMEDIES.** No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.
22. **NO PRIOR AGREEMENTS.** This AGREEMENT represents the entire contract and supersedes all other promises, representation and understanding with reference to or in consideration of the subject matter thereof
23. **ATTORNEYS' FEES.** If any party to this AGREEMENT brings an action or proceeding involving the PROPERTY or this AGREEMENT, whether founded in tort, contract or equity, the PREVAILING PARTY (as defined hereunder) in any such proceeding, action, or appeal thereon, shall be entitled to reasonable attorneys' fees. Such fees may be awarded in the same suit or recovered in a separate suit, whether or not such action or proceeding is pursued to decision or judgment. The term "PREVAILING PARTY" shall include, without limitation, a party who substantially obtains or defeats the relief sought, as the case may be, whether by compromise, settlement, judgment, or the abandonment by the other party of its claim or defense. The attorneys' fees award shall not be computed in accordance with any court fee schedule, but shall be such as to fully reimburse all attorneys' fees reasonably incurred. In addition, CITY shall be entitled to attorneys' fees, costs and expenses incurred in the preparation and service of notices of BREACH and consultations in connection

therewith, whether or not a legal action is subsequently commenced in connection with such BREACH (\$200 is a reasonable minimum per occurrence for such services and consultation.)

24. **CITY'S ACCESS; REPAIRS.** CITY and CITY's agents shall have the right to enter the PROPERTY at any time, in case of an emergency, and otherwise at reasonable times after reasonable prior notice for the purpose of showing the same to prospective purchasers, lenders, tenants or governmental agencies, and making such alterations, repairs, improvements or additions to the PROPERTY as CITY may deem necessary or desirable and the erecting, using and maintaining of utilities, services, pipes and conduits through the PROPERTY and/or other premises as long as there is no material adverse effect to TENANT's use of the PROPERTY. CITY will conduct an annual inspection of all improvements and equipment located on the PROPERTY. Such inspection shall not in any way be deemed an approval to the condition of the improvements or equipment's condition. All such activities shall be without abatement of rent or liability to TENANT.
25. **FORCE MAJEURE.** CITY shall not be in breach of this AGREEMENT in the event that TENANT's access to the PROPERTY is temporarily interrupted or continued for any of the following reasons: riots, wars, sabotage, civil disturbances, insurrection, explosion, natural disasters such as floods, earthquakes, land slides, fires, or other catastrophic events which are beyond the reasonable control of CITY. Events of force majeure and other catastrophic events do not include labor disturbances, the financial inability of TENANT to perform each and every obligation of the AGREEMENT or failure of TENANT to obtain any necessary permit(s) or license(s) or any other certification or entitlement necessary for TENANT to perform the services defined by this AGREEMENT from any government agency or TENANT's inability to obtain or maintain the right to use facilities of public utilities or such failure is due solely to TENANT's acts or omissions.
26. **AMENDMENTS.** This AGREEMENT may be modified only in writing, signed by the parties in interest at the time of the modification.
27. **SEVERABILITY.** If any of the provisions contained in this AGREEMENT shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision(s) of this AGREEMENT and this AGREEMENT shall be construed as if such invalid, illegal or unenforceable provision had not been contained in this AGREEMENT.
28. **BINDING EFFECT ON CITY.** Neither this AGREEMENT nor any amendments or supplements hereto shall be binding on CITY unless and until it is signed in CITY's behalf by a representative duly authorized by its City Council and a copy thereof so signed is delivered to TENANT.

CITY AND TENANT HAVE CAREFULLY READ AND REVIEWED THIS AGREEMENT AND EACH TERM AND PROVISION CONTAINED HEREIN, AND BY THE EXECUTION OF THIS AGREEMENT SHOW THEIR INFORMED AND VOLUNTARY CONSENT THERETO. THE PARTIES HEREBY AGREE THAT, AT THE TIME THIS AGREEMENT IS EXECUTED, THE TERMS OF THIS AGREEMENT

ARE COMMERCIALY REASONABLE AND EFFECTUATE THE INTENT AND PURPOSE OF CITY AND TENANT WITH RESPECT TO THE PROPERTY.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT this _____ day of _____, 2015.

CITY OF CHOWCHILLA:

TENANT(s):

By: _____
Mayor, City of Chowchilla

Owner/Authorized Agent

Owner/Authorized Agent

Attest:

Nanci Lima, City Clerk



REPORT TO THE CITY COUNCIL

Council Meeting of February 10, 2015

Agenda Section:	<u>NEW BUSINESS</u>
SUBJECT:	Approval of Updated Form Airport Facility Lease Agreements and Delegation of Signature Authority to City Administrator
Prepared By:	<u>Joanne Upton, Administrative Analyst</u>
Authorized By:	<u>Craig Locke, City Engineer/Public Works Director</u>
Approved By:	<u>Carolyn Lehr, Interim City Administrator</u>

RECOMMENDATION:

Staff recommends approval of the Resolution approving Two Year Lease Agreements for Facilities at the Chowchilla Municipal Airport, and delegating to the City Administrator authority to execute all lease agreements on behalf of City Council.

HISTORY / BACKGROUND:

The City of Chowchilla is the Airport Sponsor for Chowchilla Municipal Airport. As an Airport Sponsor, City must comply with Grant Assurances associated with State and FAA funding of infrastructure. In an effort to keep current, the City Council has reviewed and updated the existing lease agreements. As the sponsor/stakeholder, the City of Chowchilla makes every effort to comply with other the airport regulatory agencies; local, county, state and federal government.

The City Attorney reviews several lease elements taking into account the Lessor, Lessee, use of premises, lease term, rents, any construction improvements (if applicable), taking into account best management practices.

Specific airport fees and charges were updated by City Council and approved on April of 2014 and are located in the City Master Fee Schedule. The specific annual airport fees are listed below:

Regular T Hangars	\$ 1,120.00
Portable Hangars	\$ 862.00
Tiedown Leases	\$ 280.00
*Tiedown Daily Use	\$ 3.00
Comm. Monthly FBO	\$ 63.00
FBO Land Lease (\$850/Yr.)	\$ 1,168.00
Private Hangar (2yrs fixed contract)	\$ 690.00
Storage of Non-Flyable Aircraft	\$ 1,194.00

Multiple lease agreements are up for renewal. City staff intends on using the attached form agreement, if approved, for entering into new long term agreements with those existing tenants, or new tenants, if necessary.

FINANCIAL IMPACT:

Airport revenues will be collected and deposited in the Airport Enterprise Fund specific accounts.

ATTACHMENTS:

Resolution

Airport Lease Agreement(s)

SPECIAL INSTRUCTIONS:

Immediate action of resolution upon approval.

COUNCIL RESOLUTION # -15

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHOWCHILLA APPROVING THE UPDATED HANGAR AND FIXED BASE OPERATION LEASE AGREEMENT FORMS AND DELEGATING SIGNATURE AUTHORITY TO THE CITY ADMINISTRATOR

WHEREAS Government Code Sections 66012 – 66018.5 grants to the City Council of the City of Chowchilla the authority to establish and charge user fees in connection with certain public services that are provided to businesses and individuals; and

WHEREAS the City of Chowchilla has met the requirements pursuant to Government Code Section 66016; and

WHEREAS, the City Attorney as reviewed the airport term lease agreements to ensure that all local, county, state and federal rules and regulations have been met.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Chowchilla hereby finds and determines the following:

1. The Council finds that the above recitals are true and accurate.
2. Council hereby authorizes the City Administrator to use the attached form Hangar Lease Agreement and Fixed Base Operation Land Lease Agreements to enter into new lease agreements with tenants at the Chowchilla Municipal Airport. The City Administrator is authorized to sign such agreements and bind the City.

PASSED AND ADOPTED by City Council of the City of Chowchilla this 10th day of February 2015 by the following vote to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

John Chavez, Mayor

ATTEST:

Nanci C. O. Lima, MMC
City Clerk

**CITY OF CHOWCHILLA
CHOWCHILLA MUNICIPAL AIRPORT
HANGAR LEASE AGREEMENT (“AGREEMENT”)**

The City of Chowchilla, a municipal corporation in the County of Madera, State of California, hereinafter called the “CITY”, hereby leases to _____, a resident of the City of _____, County of Madera, State of California, dba (if applicable) _____, a California Corporation (if applicable), hereinafter referred to as “TENANT”, that hangar unit situated in an aircraft hangar located at the Chowchilla Municipal Airport which is more particularly described Exhibit A (“PROPERTY”), pursuant to the following terms:

1. **COMPLIANCE WITH SPONSOR’S ASSURANCES.** To the extent applicable, TENANT shall comply with all FAA assurances as shown in Exhibit B, attached hereto and incorporated by this reference herein. Incorporated by this reference herein, including but not limited to, compliance with civil rights requirements, prohibition of exclusive rights, proper maintenance and operation of airport facilities, keeping good title of Airport property, preservation of rights and powers, adherence to approved Airport layout plan(s), and compatibility of land use.

2. **TERM OF AGREEMENT.** The term of this AGREEMENT shall be for a period of one (1) year commencing February 1, 2015 and ending January 31, 2018. TENANT shall have the option to terminate this AGREEMENT effective January 31 of each calendar year upon sixty (60) days prior notice to the CITY. The CITY may terminate this AGREEMENT at any time by giving TENANT sixty (60) days written notice or as otherwise provided by this AGREEMENT.
 - a. **DELAY IN POSSESSION.** CITY agrees to use its best commercially reasonable efforts to deliver possession of the PROPERTY to TENANT by the first day of the month immediately following the day this agreement is signed by all parties. If, despite said efforts, CITY is unable to deliver possession by such date, CITY shall not be subject to any liability therefore, nor shall such failure affect the validity of this AGREEMENT or change its expiration date. TENANT shall not, however, be obligated to pay RENT (as defined below) or perform its other obligations until CITY delivers possession of the PROPERTY.

 - b. **AGREEMENT COMPLIANCE.** CITY shall not be required to deliver possession of the PROPERTY to TENANT until TENANT complies with its obligation to provide evidence of insurance pursuant to the terms of this AGREEMENT. Pending delivery of such evidence, TENANT shall be required to perform all of its obligations under this AGREEMENT, including the payment of RENT (as defined below), notwithstanding CITY’s election to withhold possession pending receipt of evidence of insurance.

3. **RENT.** “RENT” is defined to include all monetary amounts owing by TENANT to CITY pursuant to the terms of this AGREEMENT, whether they are described in this paragraph or elsewhere. All RENT payments shall be received by the CITY on or before January 31st of each year of the term of this AGREEMENT.
 - a. **HANGAR RENTAL FEE.** TENANT shall pay to CITY without deduction or offset and on or before the 1st day of February each year a Hangar rental fee and all other services and utility fees and licenses established and/or required for business operations at the Chowchilla Municipal Airport. TENANT will be subject to fee and charge increases annually above and beyond the said fees stated in this AGREEMENT in accordance with City Council Resolutions to establish fees and charge increases.
 - b. **LATE CHARGES.** TENANT hereby acknowledges that its late payment of RENT will cause CITY to incur costs not contemplated by this AGREEMENT, the exact amount of which will be extremely difficult to ascertain. Such costs include, but are not limited to, processing and accounting charges. Accordingly, if any RENT is not received by CITY on the day that it is due plus any grace period, then, without any requirement or notice to TENANT, TENANT shall immediately pay to CITY a one-time late charge equal to ten percent (10%) of each such overdue amount or \$100, whichever is greater. The parties hereby agree that such late charge represents a fair and reasonable estimate of the costs CITY will incur by reason of such late payment. Acceptance of such late charge by CITY shall in no event constitute a waiver of TENANT’s BREACH (as defined below) with respect to such overdue amount, nor prevent the exercise of any of the other rights and remedies granted hereunder.
 - c. **INTEREST.** Any monetary payment due to CITY hereunder, other than late charges, not received by CITY, when due shall bear interest from the 30th day after it was due. The interest charged shall be computed at the rate of ten percent (10%) per annum but shall not exceed the maximum rate allowed by law. Interest is payable in addition to the potential late charge provided for above.
4. **TAXES.** Any and all taxes assessed by any governmental unit shall be the responsibility of the TENANT. TENANT recognizes and understands that this AGREEMENT may create a possessory interest subject to property taxation and that TENANT shall be responsible for any property taxes levied on such interest.
5. **USE OF PROPERTY.** The PROPERTY shall only be used solely for the purpose of storing TENANT’s active and operational aircraft. An active and operational aircraft is limited to aircraft currently licensed and flyable, which is flown to and from the City of Chowchilla Municipal Airport periodically during the year. All aircraft stored at the PROPERTY must be registered to TENANT. A single personal vehicle may be temporarily stored at the PROPERTY when the aircraft is temporarily removed. Parking on the apron is not permitted.

- a. TENANT shall not use or permit said property or any portion thereof to be used for any purpose other than the purpose for which the PROPERTY is leased without prior written consent of CITY.
 - b. TENANT shall comply with all federal, state and local procedures to prevent soil, water and air quality degradation; and pay for equipment and devices, including the cost of installation, necessary to meet said requirements.
 - c. No private locks of any type shall be used on the hangar doors unless prior CITY consent is granted.
 - d. Waste oil shall be disposed. All other items detrimental to the environment shall be disposed of properly. Garbage shall be disposed of only in the garbage container(s) located near the walk-in man-gate provided by the CITY. TENANT is solely responsible for the proper disposal of all materials generated from or within the unit. The cost of cleaning up any materials improperly disposed of on airport properties shall be charged to the TENANT of the unit which generated or was the source of the material.
 - e. TENANT is solely responsible for the PROPERTY's cleanliness.
 - f. Engine run-up and taxing out of the PROPERTY is not allowed.
 - g. Aircraft fueling is not allowed at the PROPERTY.
 - h. TENANT shall not store fuel containers inside the PROPERTY's hangar.
 - i. This lease shall not be sold, assigned, or in any manner transferred.
 - j. TENANT shall not make, or suffer to be made, any alterations to the PROPERTY, or any part thereof, without the CITY's prior written consent
 - k. TENANT shall not post any signs, posters, or papers on the outside exterior walls or roof of the PROPERTY, nor shall TENANT paint, design or otherwise alter, the outward appearance of the PROPERTY, without the CITY's prior written consent.
 - l. Prior to storing any aircraft at the PROPERTY, TENANT shall provide CITY in writing, the following information:
 - i. Aircraft Type
 - ii. Serial Number
 - iii. Registration Number
 - iv. Present condition of aircraft (Is the aircraft presently airworthy?)
 - v. Evidence of insurance in compliance with this AGREEMENT
 - vi. Contact Information
6. **UTILITIES.** TENANT shall pay for all utility services, including electric and water, supplied to the PROPERTY, including the cost of installation and Maintenance thereof, if

any. TENANT shall use City of Chowchilla water and shall pay the Standard Commercial Fee for hook-up and monthly services charge.

7. **MAINTENANCE OF PROPERTY, IMPROVEMENTS, SOIL, WATER AND AIR QUALITY PROTECTION DEVICES.** CITY shall provide on-site soil testing to establish that no soil contamination or spillage is within the PROPERTY prior to TENANT taking possession of the PROPERTY. TENANT shall, at its sole cost and expense, keep and maintain the PROPERTY, improvements and all portions thereof, including the PROPERTY's soil, in safe and sanitary order, in good state of repair, and in proper working order. TENANT shall keep the PROPERTY clean and free of weeds, debris and other unsightly or unsafe matter and shall properly dispose of all debris and other waste matter which may accumulate. Should any portion of the PROPERTY's soil become exposed to fuel, or any other contamination, it shall be TENANT's sole responsibility to immediately take all actions necessary to remediate the soil.
 - a. **SERVICE CONTRACTS.** TENANT shall, at TENANT's sole expense, procure and maintain contracts with copies to CITY, in customary form and substance for, and with contractors specializing and experienced in the maintenance of the following equipment and improvements, if and when installed on the PROPERTY: (i) HVAC equipment, (ii) fire extinguishing systems, including fire alarm and/or smoke detection, (iii) landscaping and irrigation systems, and (iv) fuel pumping equipment. However, CITY reserves the right, upon fifteen (15) days' notice to TENANT, to procure and maintain any or all of such service contracts, and TENANT shall reimburse CITY, upon demand, for the cost thereof.
 - b. **ENVIRONMENTAL CONTAMINATION.** If a hazardous substance is released onto the PROPERTY during the term of this AGREEMENT, CITY may, at its option, either (i) investigate and remediate such release, if required, as soon as reasonably possible at TENANT's expense, in which event this AGREEMENT shall continue in full force and effect, or (ii) give TENANT written notice of CITY's desire to terminate this AGREEMENT as of the date thirty (30) days following the date of such notice.
 - c. **FAILURE TO PERFORM.** If TENANT fails to perform its obligations to maintain the PROPERTY, CITY may enter upon the PROPERTY after ten (10) days written notice to TENANT (unless an emergency situation exists, in which case notice is not required), perform such actions as needed to bring the PROPERTY into compliance on TENANT's behalf, and TENANT shall promptly pay the CITY a sum equal to 115% of the cost thereof.
8. **TERMINATION.** Upon expiration or termination of this AGREEMENT, TENANT shall have no further right or interest in any of the PROPERTY, improvements and equipment thereon, with the sole exception of personal property. CITY shall have the option as to whether any or all improvements or equipment constructed and/or installed on the PROPERTY by TENANT may be removed by TENANT or whether they shall remain.

Should CITY determine that any or all such improvements and equipment shall remain, such improvements and equipment shall thereupon become the property of CITY, and TENANT agrees to execute a Bill of Sale transferring all rights, interests and ownership in such improvements to CITY. Should CITY exercise its option of requiring TENANT to remove any or all such improvements or equipment from the PROPERTY, such removal shall be accomplished by TENANT at TENANT's sole cost and expense within 30 days after termination or expiration of this AGREEMENT, during which 30 days TENANT will have no liability for RENT. If TENANT fails to remove such improvements within said 30-day period, CITY may remove them at TENANT's expense, and TENANT shall be liable for payment of RENT as herein described for any period TENANT occupies the PROPERTY after termination.

9. **PROHIBITIONS.** TENANT shall be subject to all airport rules and regulations, including but not limited to, the following:
- a. This AGREEMENT is subject to all applicable terms, and conditions, executed by the Administrator of Federal Aviation Agency acting on behalf of the United State of America.
 - b. TENANT agrees that it will not use or permit said PROPERTY to be used for any unlawful purpose.
 - c. TENANT shall not commit nor suffer to be committed any waste upon the PROPERTY, or any public or private nuisance or other act or thing which may disrupt the normal utilization by any other tenant of the Chowchilla Municipal Airport.
 - d. TENANT shall, at its sole cost and expense, promptly observe and comply with all laws, orders, regulations, rules, ordinances and requirements now in force or which may hereafter be in force of federal, state, county and city governments or other lawful governmental bodies or any of their departments, bureaus or officers having jurisdiction over the PROPERTY or any of the activities conducted thereon.
 - e. TENANT agrees to observe and obey all laws, ordinances rules and regulations now in effect or promulgated in the future by CITY and/or by any other proper authority having jurisdiction over the conduct of operations at the Chowchilla Municipal Airport. CITY reserves the right to suspend all chemicals handling, storage and FUEL sales if TENANT is found to be in non-compliance with Madera County Health Department, California Department of Health Services, or California Regional Water Quality Control Board soil, air and water quality protection regulations.
 - f. TENANT shall store all FUEL that reaches the PROPERTY, in accordance with city, county, state and federal regulations. TENANT AGREES TO PAY ALL

COSTS for the cleanup and remediation, if any, of chemical spills or jettisoned loads anywhere on the PROPERTY or anywhere on property owned by the City of Chowchilla, that result from TENANT's operations or related activities.

- g. TENANT shall do all things which may be required of it or be deemed necessary on account of the use by TENANT of said PROPERTY, and TENANT shall and does agree to pay, at its sole cost and expense, all fines, penalties, damages, costs and expenses that may in any manner arise out of or be imposed because of the failure of TENANT to comply with this paragraph. TENANT shall and does hereby agree to hold CITY harmless from any damage, injury or loss suffered by reason of any breach by TENANT.

10. **SUBCONTRACTORS.** TENANT shall provide CITY a written list of all subcontractors used in its operations at the PROPERTY including, but not limited to the following:

- a. TENANT is required to give 24 hour written notice to CITY for use of a new subcontractor in TENANT's operation.
- b. All subcontractors are required to provide to CITY Commercial General Liability Insurance.
- c. TENANT shall only use subcontractors that are providing direct services to the TENANT. NO independent operations by subcontractors are allowed under the terms of this AGREEMENT.
- d. TENANT must be able to produce upon demand to CITY, written documentation that subcontractor services are directly related to TENANT's operations when using the Chowchilla Airport Facility.

11. **USE OF AIRPORT FACILITIES.** TENANT shall load and service aircraft only at the PROPERTY and/or designated site, no other place on the airport. TENANT shall not load or unload on runway, taxiway or restricted surfaces. CITY may designate surface location for loading, if deemed necessary due to weather conditions, repairs or constructions. TENANT shall not make, or suffer to be made; any soil contaminations and spillage from hazardous materials used in fixed base operations during term of THIS AGREEMENT and TENANT shall agree to soil sample testing to be taken, if deemed necessary, in which the TENANT will be subject to payment. TENANT agrees to pay for any clean-up and cost incurred during clean-up until soil testing is approved and contamination is no longer present in the Leased Premises. TENANT agrees to thirty (30) day site improvements; utility services to site including reduced pressure backflow system tank (1 W' pipe required by TENANT), cement slab, disk and grading site per a pre-approved plan. TENANT regulations for zero tolerance for loading/unloading chemicals are in compliance with EPA. TENANT shall not rinse or wash aircraft until loading cement/pump is installed.

12. **COMPLIANCE WITH LAWS AND REGULATIONS.** In addition to the covenants herein and above set forth, TENANT agrees to the following:

- a. TENANT shall not commit or allow to be committed in or upon the PROPERTY any other act or thing that may disturb any other tenant at the airport.
- b. TENANT shall, at Tenant's own cost and expense, obtain and maintain all licenses, permits, certificates or other authorizations of any governmental authority having jurisdiction thereover, including, but not limited to, the FAA, this may be necessary for the conduct of its business on the Premises. Without limiting the generality of the foregoing, TENANT shall comply with all applicable laws, resolutions, codes, rules, orders, directions, ordinances and regulations of any department, bureau or agency or any governmental authority having jurisdiction over the operations, occupancy, maintenance and use of the PROPERTY for the purpose described in the AGREEMENT.

13. **AIRPORT APPROPRIATED BY FEDERAL GOVERNMENT.** In the event that the Chowchilla Municipal Airport or any portion thereof is appropriated by the Federal Government in a national emergency and as a result thereof civil aircraft are prohibited from using said airport, and as a result thereof TENANT is otherwise prohibited by federal law, rule or regulation from using and/or occupying the PROPERTY, and TENANT for such reason does not use or occupy said PROPERTY and TENANT is not compensated for damages caused thereby, then during the period in which all such conditions exist, the rental herein required to be paid shall be suspended. Except for such suspension or rental, each and every provision term, covenant and condition of this AGREEMENT shall remain in force and effect, including, but not by way of limitation, TENANT's obligation to maintain the PROPERTY. The term of this AGREEMENT shall not be extended because of the occurrence of the above conditions.

14. **ENVIRONMENTAL INDEMNIFICATION.** TENANT agrees to indemnify, defend by counsel chosen by the CITY and hold harmless, CITY, its directors, council members, officers, employees, representatives and agents hereinafter referred to collectively as "CITY PERSONNEL" from and against and in respect of any and all claims, damages (including, without limitations, diminution deficiencies, interest, penalties, attorney fees and all amounts paid in defense of settlement of the foregoing whether or not arising out of third-party claims, which may be imposed upon or incurred by CITY or asserted against CITY PERSONNEL by any other party or parties (including governmental entities), in connection with any environmental non-compliance arising out of, resulting from, or attributable to, the assets, business, or any claims, expenses, losses, liabilities, etc., resulting from the alleged exposure of any person to environmental conditions or exposure resulted from TENANT's activities or TENANT's agents, representatives, employees or independent contractors.

15. **ASSIGNMENTS.** TENANT shall not assign this AGREEMENT or any interest therein, and shall not sublet the PROPERTY or any portion thereof or any rights or privileges appurtenant thereto or suffer any other person (agents and servants of CITY excepted) to occupy or use the PROPERTY or any portion thereof without the CITY's prior written consent. Consent to one assignment subletting, occupation or use by another person shall not be deemed to be consent to any subsequent assignment, subletting, occupation or use.
16. **ABANDONMENT.** TENANT shall not abandon the PROPERTY described herein at any time during the term hereof. The PROPERTY shall be deemed abandoned following notices as provided by California's Civil Code.
17. **ALTERATIONS-REMOVAL OF ADDITIONS.** Except as provided in this AGREEMENT, TENANT shall not make or allow to be made any alterations to the PROPERTY or any part thereof without first obtaining the CITY's written consent. TENANT shall keep the PROPERTY free from any liens arising out of any work performed, materials furnished or obligations incurred by TENANT. In the event the TENANT desires to make any alterations or improvements, plans and specifications thereof shall be submitted to the CITY and if satisfactory, completion thereof shall be made to the CITY's satisfaction.
18. **INSURANCE.**
- a. **HULL INSURANCE.** TENANT shall carry hull insurance on each aircraft stored at the PROPERTY.
 - b. **GENERAL LIABILITY INSURANCE.** TENANT shall at all times carry commercial general liability insurance which shall provide coverage from any claim or liability for any injury or damage to any person or property occurring on the PROPERTY or arising out of or resulting from the TENANT's operations or omissions on said PROPERTY or at the Chowchilla Municipal Airport. The policy limits of general commercial liability policies shall be in not less than One Million Dollars (\$1,000,000) per occurrence, Two Million Dollars (\$2,000,000).
 - c. **PROPERTY DAMAGE.** TENANT shall obtain and maintain insurance coverage on all of TENANT's personal property, trade fixtures and TENANT owned alterations and utility installations located on the PROPERTY. Such insurance shall be full replacement cost coverage with a deductible that does not exceed \$1,000 per occurrence. The proceeds from any such insurance shall be used by TENANT for the replacement of personal property, trade fixtures and TENANT owned alternations and utility installations. Such insurance shall include coverage for property damage caused by blasting, collapse, structural injuries, and damage to underground utilities. The policy shall not contain the so-called "x", "c" or "u" exclusions. The Certificate of Insurance shall further

provide that ten (10) days notice of cancellation or reduction in coverage shall be given to the CITY.

- d. **VERIFICATION OF COVERAGE.** TENANT shall furnish to CITY certificates of insurance with original endorsements effecting coverage required by this AGREEMENT. The certificates and endorsements for each insurance policy(ies) are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates or endorsements are to be received and approved by CITY prior to the commencement date, and thereafter, TENANT shall furnish new certificates 30 days prior to the expiration date of the previous certificate(s). City reserves the right to require complete, certified copies of all prior insurance policies at all times.

All insurance policies obtained to comply with the terms of this AGREEMENT shall be in a form that meets the CITY's approval and shall be underwritten by a company or companies approved by the CITY. Policy limits shall be reviewed on yearly intervals and adjusted as required. Said policies shall expressly include CITY, its officers and employees, as insured and shall not in any way limit the coverage provided by said policy or policies for injury or damage to the person or property of CITY, its officers and employees, arising or resulting from any wrongful act or omission or negligence on the part of TENANT, its servants, employees or agents. Other insurance of CITY shall not be required to participate with said insurance in the payment of any damages. Said insurance policy, policies or certificates evidencing issuance of the policies required herein shall be provided to the CITY concurrently with the execution of this AGREEMENT and shall include an endorsement precluding cancellation thereof without 30 days prior written notice to CITY.

19. BREACH; REMEDIES.

- a. **BREACH.** A "BREACH" is defined as TENANT's failure to comply with or perform any of the terms, covenants, conditions under this AGREEMENT or FAA Rules and Regulations, and the failure of TENANT to cure that BREACH within any applicable grace period.
 - i. TENANT shall be deemed in BREACH if, for three (3) calendar days following written notice, TENANT fails to make any payment of RENT when due, or to provide reasonable evidence of insurance. **THE CITY'S ACCEPTANCE OF A PARTIAL PAYMENT OF RENT SHALL NOT CONSTITUTE A WAIVER OF ANY OF CITY'S RIGHTS, INCLUDING CITY'S RIGHT TO RECOVER POSSESSION OF THE PREMISES.**
 - ii. TENANT shall be deemed in BREACH if it fails to fulfill any obligation under this AGREEMENT which endangers or threatens life or property.

- iii. TENANT shall be deemed in BREACH if any of the following events occur: (a) the making of any general arrangement or assignment for the benefit of creditors; (b) becoming a debtor as defined in 11 U.S.C Section 101 or any successor statute thereto (unless, in the case of a petition filed against TENANT, the same is dismissed within 60 days); (c) the appointment of a trustee or receiver to take possession of substantially all of TENANT'S assets located at the PROPERTY or of TENANT's interest in this AGREEMENT, where possession is not restored to TENANT within thirty (30) days; or (d) the attachment, execution or other judicial seizure of substantially all of TENANT's assets located at the PROPERTY or of TENANT's interest in this AGREEMENT, where such seizure is not discharged within 30 days; provided, however, in the event that any provision of this subparagraph is contrary to any applicable law, such provision shall be of no force or effect, and not affect the validity of the remaining provisions.

- b. **REMEDIES.** If TENANT is in BREACH of this AGREEMENT, CITY may, at its option, perform on TENANT's behalf, and TENANT shall pay to CITY an amount equal to 115% of the costs and expenses CITY incurs in such performance upon receipt of an invoice therefor. CITY may also, with or without further notice or demand, and without limiting CITY in the exercise of any right or remedy which CITY may have by reason of such BREACH:
 - i. Terminate TENANT's right to possession of the PROPERTY by any lawful means, in which case this AGREEMENT shall terminate and TENANT shall immediately surrender possession of the PROPERTY with all of its improvements and equipment to CITY, keeping only TENANT's personal property. In such event, CITY shall be entitled to recover from TENANT (a) the unpaid RENT which had been earned at the time of the termination; (b) the worth at the time of award of the amount by which the unpaid rent which would have been earned after termination until the time of award exceeds the amount of such rental loss that TENANT proves could have been reasonably avoided; (c) the worth at the time of award of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of such rental loss that the TENANT proves could be reasonably avoided; and (d) any other amount necessary to compensate CITY for all the detriment proximately caused by TENANT's failure to perform its obligations under this AGREEMENT or which the ordinary course of things would be likely to result therefrom, including but not limited to the cost of recovering possession of the PROPERTY, expenses or reletting, including necessary renovation and alteration of the PROPERTY, reasonable attorneys' fees, and that portion of any leasing commission paid by CITY in connection with this AGREEMENT applicable to the unexpired term of this AGREEMENT. The worth at the time of award of the amount referred to in provision (c) of the immediately preceding sentence shall be computed by discounting

such amount at the discount rate of the Federal Reserve Bank of the District within which the PROPERTY is located at the time of award plus one percent. Efforts by City to mitigate damages caused by TENANT's BREACH of this AGREEMENT shall not waive CITY's right to recover any damages to which CITY is otherwise entitled. If termination of this AGREEMENT is obtained through the provision remedy of unlawful detainer, CITY shall have the right to recover in such proceeding any unpaid RENT and damages as are recoverable therein, or CITY may reserve the right to recover all or any part thereof in a separate suit. If notice and grace period required under this AGREEMENT was not previously given, a notice to pay rent or quit, or to perform or quit given to TENANT under the unlawful detainer statute shall constitute the notice required by this AGREEMENT. In such case, the applicable grace period and the unlawful detainer statute shall run concurrently, and TENANT's failure to cure within the greater of the two periods shall constitute both an unlawful detainer and a BREACH of this AGREEMENT entitling CITY to the remedies provided for in this AGREEMENT and/or by said statute.

- ii. Continue this AGREEMENT and TENANT's right to possession and recover the RENT as it becomes due, in which event TENANT may sublet or assign, subject only to reasonable limitations.
- iii. Pursue any other remedy now or hereafter available under the laws or judicial decisions of the State of California or the United States of America. The expiration or termination of this AGREEMENT and/or the termination of TENANT's right to possession shall not relieve TENANT from liability under any indemnity provisions of this AGREEMENT as to matters occurring or accruing during the term hereof or by reason of TENANT's occupancy of the PROPERTY.

20. **BREACH BY CITY.**

- a. **NOTICE OF BREACH.** CITY shall not be deemed in breach of this AGREEMENT unless CITY fails within a reasonable time to perform an obligation required to be performed by CITY. For purposes of this paragraph, a reasonable time shall in no event be less than thirty (30) days after receipt by CITY of written notice specifying the obligation CITY has purportedly failed to perform; provided, however, that if the nature of CITY's obligation is such that more than thirty (30) days are reasonably required for its performance, then CITY shall not be in breach if performance is commenced within such thirty (30) day period and thereafter diligently pursued to completion.
- b. **PERFORMANCE BY TENANT ON CITY'S BEHALF.** In the event that CITY fails to cure such default within the reasonable time described above, then TENANT may elect to cure said breach at TENANT's expense and offset from RENT the actual and reasonable cost to perform such cure, provided however,

that such offset shall not exceed an amount equal to one month's Monthly Fee, reserving TENANT's right to seek reimbursement from CITY for any such expense in excess of such offset. TENANT shall document the cost of said cure and supply said documentation to CITY.

21. **CONDEMNATION CLAUSE.** If any part of the PROPERTY shall be taken or condemned for a public or quasi-public use, and a part thereof remains which is susceptible of occupation hereunder, this AGREEMENT shall, as to the part so taken, terminate as of the date title shall vest in the condemner, and the RENT payable hereunder shall be adjusted so that TENANT shall be required to pay for the remainder of the term only such portion of such RENT as the value of the part remaining after the condemnation bears to the value of the entire PROPERTY as the date of condemnation but in such event, CITY and TENANT shall each have the option to terminate this AGREEMENT as of the date when title to the part so condemned vests in the condemner. If all the PROPERTY, or such part thereof, be taken or condemned so that there does not remain a portion susceptible of occupation hereunder, this AGREEMENT shall thereupon terminate. If part or all of the PROPERTY be taken or condemned, all compensation awarded upon such condemnation or taking shall be shared by CITY and TENANT, as their interests appear of record.

22. **INDEMNITY.** To the fullest extent permitted by law, TENANT agrees to indemnify, hold harmless, protect and defend CITY and CITY's employees, City Council, agents, representatives and contractors from any and all claims, causes of action, liability, losses, costs, and damages, for the foreseeable or unforeseeable, arising out of or related to any act, omission, or negligence of TENANT or TENANT's agents, employees, representatives or contractors, or arising from or related to TENANT's use of activities related to this AGREEMENT and/or on or at the Chowchilla Municipal Airport. The provisions of this section shall survive the termination, cancellation or expiration of this AGREEMENT.

23. **NOTICES.**

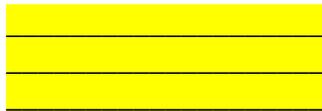
- a. **NOTICE REQUIREMENTS.** All notices required or permitted by this AGREEMENT or applicable law, including unlawful detainer statutes, shall be in writing and may be delivered in person (by hand or by courier) or may be sent by regular, certified or registered mail or U.S. Postal Service Express Mail, with postage prepaid, or by facsimile transmission, or by mail, and shall be deemed sufficiently given if served in a manner specified by this paragraph to the addresses below. Either party may be written notice to the other specify a different address for notice.

If to TENANT:

If to CITY:

City of Chowchilla
Attn: City Administrator
130 S. Second Street

With copy to:



Chowchilla, CA 93610

Fax: (559) 665-2569

With copy to:

Cota Cole LLP

Attn: Chowchilla City Attorney

3401 Centrelake Dr., Suite 670

Ontario, CA 91761

- b. **DATE OF NOTICE.** Any notice sent by registered or certified mail, return receipt requested, shall be deemed given on the date of delivery shown on the receipt card, or if no delivery date is shown, the postmark thereon. If sent by regular mail, the notice shall be deemed given 72 hours after the same is addressed as required herein and mailed with postage prepaid. Notices delivered by United States Express Mail or overnight courier that guarantees next day delivery shall be deemed given 24 hours after delivery of same to the Postal Service or courier. Notices transmitted by facsimile transmission shall be deemed delivered upon confirmation of receipt. If notice is received on a Saturday, Sunday or legal holiday, it shall be deemed received on the next business day.
24. **RIGHT OF SPECIAL GATHERINGS/EVENTS.** TENANT hereby acknowledges that CITY has approved or will approve in the future occasional large-scale special events (i.e., Annual Gatherings) which may take place on the Chowchilla Municipal Airport. CITY reserves the right to require temporary suspension of activities and evacuation of personnel from the PROPERTY during special events and special activities as may be determined by CITY, without compensation to TENANT. The CITY shall not suspend operations for more than twenty four (24) hours. With the exception of TENANT's insurance and indemnity requirements, all of TENANT's obligations under this AGREEMENT shall be suspended for the duration of such special gatherings or events.
25. **NONDISCRIMINATION.** TENANT for itself, its personal representatives, successors in interest, and assigns, as part of the consideration hereto, does hereby covenant and agree as a covenant running with the land, that:
- a. No person on the grounds of race, color, or national origin shall be excluded from participation, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities;
 - b. In the construction of improvements on, over or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits, or otherwise be subjected to discrimination;

- c. TENANT shall use the PROPERTY in compliance with all other requirements imposed by or pursuant to Title Forty-nine, Code of Federal Regulations, of the Secretary, Part Twenty-one, nondiscrimination in federal assisted programs of the Department of Transportation-Efficacy of Title VI of the Civil Rights Act of 1964, and as said Regulations by being amended; and
- d. In the event of breach of any of the above nondiscrimination covenants, the City of Chowchilla shall have the right to terminate this AGREEMENT and to re-enter and repossess said land, and hold the same as if said AGREEMENT had never been made or issued.
26. **NO RIGHT TO HOLDOVER.** TENANT has no right to retain possession of the PROPERTY or any part thereof beyond the expiration or termination of this AGREEMENT. In the event that TENANT holds over, then the Monthly Fee shall be increased to 150% of the applicable amount owing for the month immediately preceding the expiration or termination. The Holdover Monthly Fee shall be calculated on a monthly basis and shall therefore increase by 150% each month. Nothing contained herein shall be construed as consent by CITY of any holding over by TENANT.
27. **WAIVER.** The exercise of any right, option or privilege hereunder by CITY shall not exclude CITY from exercising any and all other rights, privileges and options, or privilege hereunder and shall not be deemed a waiver of said right, option, or privilege nor shall it relieve the TENANT from his obligation to perform each and every covenant, term, provision and condition on the part of TENANT to be performed hereunder or from damages or other remedy for failure to perform or meet the obligations of this AGREEMENT.
28. **CUMULATIVE REMEDIES.** No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.
29. **NO PRIOR AGREEMENTS.** This AGREEMENT represents the entire contract and supersedes all other promises, representation and understanding with reference to or in consideration of the subject matter thereof
30. **ATTORNEYS' FEES.** If any party to this AGREEMENT brings an action or proceeding involving the PROPERTY or this AGREEMENT, whether founded in tort, contract or equity, the PREVAILING PARTY (as defined hereunder) in any such proceeding, action, or appeal thereon, shall be entitled to reasonable attorneys' fees. Such fees may be awarded in the same suit or recovered in a separate suit, whether or not such action or proceeding is pursued to decision or judgment. The term "PREVAILING PARTY" shall include, without limitation, a party who substantially obtains or defeats the relief sought, as the case may be, whether by compromise, settlement, judgment, or the abandonment by the other party of its claim or defense. The attorneys' fees award shall not be computed in accordance with any court fee schedule, but shall be such as to fully reimburse all attorneys' fees reasonably incurred. In addition, CITY shall be

entitled to attorneys' fees, costs and expenses incurred in the preparation and service of notices of BREACH and consultations in connection therewith, whether or not a legal action is subsequently commenced in connection with such BREACH (\$200 is a reasonable minimum per occurrence for such services and consultation.)

31. **CITY'S ACCESS; REPAIRS.** CITY and CITY's agents shall have the right to enter the PROPERTY at any time, in case of an emergency, and otherwise at reasonable times after reasonable prior notice for the purpose of showing the same to prospective purchasers, lenders, tenants or governmental agencies, and making such alterations, repairs, improvements or additions to the PROPERTY as CITY may deem necessary or desirable and the erecting, using and maintaining of utilities, services, pipes and conduits through the PROPERTY and/or other premises as long as there is no material adverse effect to TENANT's use of the PROPERTY. CITY will conduct an annual inspection of all improvements and equipment located on the PROPERTY. Such inspection shall not in any way be deemed an approval to the condition of the improvements or equipment's condition. All such activities shall be without abatement of rent or liability to TENANT.
32. **FORCE MAJEURE.** CITY shall not in breach of this AGREEMENT in the event that TENANT's access to the PROPERTY is temporarily interrupted or continued for any of the following reasons: riots, wars, sabotage, civil disturbances, insurrection, explosion, natural disasters such as floods, earthquakes, landslides, fires, or other catastrophic events which are beyond the reasonable control of CITY. Events of force majeure and other catastrophic events do not include labor disturbances, the financial inability of TENANT to perform each and every obligation of the AGREEMENT or failure of TENANT to obtain any necessary permit(s) or license(s) or any other certification or entitlement necessary for TENANT to perform the services defined by this AGREEMENT from any government agency or TENANT's inability to obtain or maintain the right to use facilities of public utilities or such failure is due solely to TENANT's acts or omissions.
33. **AMENDMENTS.** This AGREEMENT may be modified only in writing, signed by the parties in interest at the time of the modification.
34. **SEVERABILITY.** If any of the provisions contained in this AGREEMENT shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision(s) of this AGREEMENT and this AGREEMENT shall be construed as if such invalid, illegal or unenforceable provision had not been contained in this AGREEMENT.
35. **BINDING EFFECT ON CITY.** Neither this AGREEMENT nor any amendments or supplements hereto shall be binding on CITY unless and until it is signed in CITY's behalf by a representative duly authorized by its City Council and a copy thereof so signed is delivered to TENANT.

CITY AND TENANT HAVE CAREFULLY READ AND REVIEWED THIS AGREEMENT AND EACH TERM AND PROVISION CONTAINED HEREIN, AND BY THE EXECUTION OF THIS AGREEMENT SHOW THEIR INFORMED AND

VOLUNTARY CONSENT THERETO. THE PARTIES HEREBY AGREE THAT, AT THE TIME THIS AGREEMENT IS EXECUTED, THE TERMS OF THIS AGREEMENT ARE COMMERCIALY REASONABLE AND EFFECTUATE THE INTENT AND PURPOSE OF CITY AND TENANT WITH RESPECT TO THE PROPERTY.

CITY OF CHOWCHILLA:

TENANT(s):

By: _____
City Mayor

Owner/Authorized Agent

Owner/Authorized Agent

ATTESTED BY _____

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT this _____ day of _____, 2015.

EXHIBIT A – LEGAL PROPERTY DESCRIPTION

EXHIBIT B – AIRPORT SPONSORS ASSURANCES

**CITY OF CHOWCHILLA
CHOWCHILLA MUNICIPAL AIRPORT
AIRPORT FIXED BASE OPERATION "FBO" LAND LEASE AGREEMENT
("AGREEMENT")**

The City of Chowchilla, a municipal corporation in the County of Madera, State of California, hereinafter called the "CITY", hereby leases to _____, a resident of the City of _____, County of Madera, State of California, dba (if applicable) _____, a California Corporation (if applicable), hereinafter referred to as "TENANT", that FBO portion of parcel located at the Chowchilla Municipal Airport which is more particularly described in Legal Description in attached at Exhibit A ("PROPERTY"), pursuant to the following terms:

1. **COMPLIANCE WITH SPONSOR'S ASSURANCES.** To the extent applicable, TENANT shall comply with all FAA assurances as shown in Exhibit B, attached hereto and incorporated by this reference herein. Incorporated by this reference herein, including but not limited to, compliance with civil rights requirements, prohibition of exclusive rights, proper maintenance and operation of airport facilities, keeping good title of Airport property, preservation of rights and powers, adherence to approved Airport layout plan(s), and compatibility of land use.

2. **TERM OF AGREEMENT.** The term of this AGREEMENT shall be for a period of one (1) year commencing February 1, 2015 and ending January 31, 2018. TENANT shall have the option to terminate this AGREEMENT effective January 31 of each calendar year upon sixty (60) days prior notice to the CITY. The CITY may terminate this AGREEMENT at any time by giving TENANT sixty (60) days written notice or as otherwise provided by this AGREEMENT.
 - a. **DELAY IN POSSESSION.** CITY agrees to use its best commercially reasonable efforts to deliver possession of the PROPERTY to TENANT by the first day of the month immediately following the day this agreement is signed by all parties. If, despite said efforts, CITY is unable to deliver possession by such date, CITY shall not be subject to any liability therefore, nor shall such failure affect the validity of this AGREEMENT or change its expiration date. TENANT shall not, however, be obligated to pay RENT (as defined below) or perform its other obligations until CITY delivers possession of the PROPERTY.

 - b. **AGREEMENT COMPLIANCE.** CITY shall not be required to deliver possession of the PROPERTY to TENANT until TENANT complies with its obligation to provide evidence of insurance pursuant to the terms of this AGREEMENT. Pending delivery of such evidence, TENANT shall be required to perform all of its obligations under this AGREEMENT, including the payment of RENT (as defined below), notwithstanding CITY's election to withhold possession pending receipt of evidence of insurance.

3. **RENT.** “RENT” is defined to include all monetary amounts owing by TENANT to CITY pursuant to the terms of this AGREEMENT, whether they are described in this paragraph or elsewhere. All RENT payments shall be received by the CITY on or before January 31st of each year of the term of this AGREEMENT.
 - a. **COMMERCIAL FBO FEE.** TENANT shall pay to CITY without deduction or offset and on or before the 1st day of each month a FBO commercial fee and all other services and utility fees and licenses established and/or required for business operations at the Chowchilla Municipal Airport. TENANT will be subject to fee and charge increases annually above and beyond the said fees stated in this AGREEMENT in accordance with City Council Resolutions to establish fees and charge increases.
 - b. **LATE CHARGES.** TENANT hereby acknowledges that its late payment of RENT will cause CITY to incur costs not contemplated by this AGREEMENT, the exact amount of which will be extremely difficult to ascertain. Such costs include, but are not limited to, processing and accounting charges. Accordingly, if any RENT is not received by CITY on the day that it is due plus any grace period, then, without any requirement or notice to TENANT, TENANT shall immediately pay to CITY a one-time late charge equal to ten percent (10%) of each such overdue amount or \$100, whichever is greater. The parties hereby agree that such late charge represents a fair and reasonable estimate of the costs CITY will incur by reason of such late payment. Acceptance of such late charge by CITY shall in no event constitute a waiver of TENANT’s BREACH (as defined below) with respect to such overdue amount, nor prevent the exercise of any of the other rights and remedies granted hereunder.
 - c. **INTEREST.** Any monetary payment due to CITY hereunder, other than late charges, not received by CITY, when due shall bear interest from the 30th day after it was due. The interest charged shall be computed at the rate of ten percent (10%) per annum but shall not exceed the maximum rate allowed by law. Interest is payable in addition to the potential late charge provided for above.
4. **TAXES.** Any and all taxes assessed by any governmental unit shall be the responsibility of the TENANT.
5. **USE OF PROPERTY.** The PROPERTY shall only be used for the purpose of an aerial agricultural application operation base. Such activities may include the following: storage, maintenance, repair, service, sales and rental of aircraft and all supporting equipment supplies, agricultural chemicals, fertilizers, and all support handling, and loading equipment and vehicles.
 - a. TENANT shall not use or permit said property or any portion thereof to be used for any purpose other than the purpose for which the PROPERTY is leased without prior written consent of CITY.

- b. TENANT shall comply with all federal, state and local procedures to prevent soil, water and air quality degradation; and pay for equipment and devices, including the cost of installation, necessary to meet said requirements.
 - c. TENANT shall, prior to commencement of any aerial application operations, install ground facilities capable of containing any chemical or substances and containing all aircraft and ground equipment rinse water until all such rinse water can be properly disposed, and TENANT shall provide water service and make all connections and valving per CITY standards under the direction of the Public Works Department - Water Division and install a reduced pressure back flow system meter, meter box and protective cage to prevent damage to the system which meets CITY's requirements for said back flow system at the cost of TENANT. TENANT shall provide a fenced enclosure of sufficient size to contain unused hazardous materials temporarily stored on the premises. Said enclosure must be locked whenever agriculture operations are not underway or when lessee or his agents are not on the premises.
 - d. During the term of this AGREEMENT, TENANT shall own all improvements constructed and equipment located on the PROPERTY by TENANT until expiration of this AGREEMENT or until earlier termination as hereinafter provided, at which time such improvements and equipment shall become the CITY's property. TENANT shall not remove any improvements or equipment from the PROPERTY, or waste, destroy or modify any improvements except as permitted by this AGREEMENT. The location of all improvements and equipment TENANT installs on or at the PROPERTY must be approved by the CITY prior to installation or construction. **The installation and construction of improvements shall be provided by a licensed contractor. All installations shall be inspected, approved and accepted by the CITY.** TENANT shall maintain ownership of all personal property located at the PROPERTY but not affixed to the PROPERTY following termination of this AGREEMENT.
6. **UTILITIES.** TENANT shall pay for all utility services, including electric and water, supplied to the PROPERTY, including the cost of installation and Maintenance thereof, if any. TENANT shall use City of Chowchilla water and shall pay the Standard Commercial Fee for hook-up and monthly services charge.
7. **MAINTENANCE OF PROPERTY, IMPROVEMENTS, SOIL, WATER AND AIR QUALITY PROTECTION DEVICES.** CITY shall provide on-site soil testing to establish that no soil contamination or spillage is within the PROPERTY prior to TENANT taking possession of the PROPERTY. TENANT shall, at its sole cost and expense, keep and maintain the PROPERTY, improvements and all portions thereof, including the PROPERTY's soil, in safe and sanitary order, in good state of repair, and in proper working order. TENANT shall keep the PROPERTY clean and free of weeds, debris and other unsightly or unsafe matter and shall properly dispose of all debris and other waste matter which may accumulate. Should any portion of the PROPERTY's soil become exposed to fuel, or any other contamination, it shall be TENANT's sole responsibility to immediately take all actions necessary to remediate the soil.

- a. **SERVICE CONTRACTS.** TENANT shall, at TENANT's sole expense, procure and maintain contracts with copies to CITY, in customary form and substance for, and with contractors specializing and experienced in the maintenance of the following equipment and improvements, if and when installed on the PROPERTY: (i) HVAC equipment, (ii) fire extinguishing systems, including fire alarm and/or smoke detection, (iii) landscaping and irrigation systems, and (iv) fuel pumping equipment. However, CITY reserves the right, upon fifteen (15) days notice to TENANT, to procure and maintain any or all of such service contracts, and TENANT shall reimburse CITY, upon demand, for the cost thereof.
 - b. **ENVIRONMENTAL CONTAMINATION.** If a hazardous substance is released onto the PROPERTY during the term of this AGREEMENT, CITY may, at its option, either (i) investigate and remediate such release, if required, as soon as reasonably possible at TENANT's expense, in which event this AGREEMENT shall continue in full force and effect, or (ii) give TENANT written notice of CITY's desire to terminate this AGREEMENT as of the date thirty (30) days following the date of such notice.
 - c. **FAILURE TO PERFORM.** If TENANT fails to perform its obligations to maintain the PROPERTY, CITY may enter upon the PROPERTY after ten (10) days written notice to TENANT (unless an emergency situation exists, in which case notice is not required), perform such actions as needed to bring the PROPERTY into compliance on TENANT's behalf, and TENANT shall promptly pay the CITY a sum equal to 115% of the cost thereof.
8. **TERMINATION.** Upon expiration or termination of this AGREEMENT, TENANT shall have no further right or interest in any of the PROPERTY, improvements and equipment thereon, with the sole exception of personal property. CITY shall have the option as to whether any or all improvements or equipment constructed and/or installed on the PROPERTY by TENANT may be removed by TENANT or whether they shall remain. Should CITY determine that any or all such improvements and equipment shall remain, such improvements and equipment shall thereupon become the property of CITY, and TENANT agrees to execute a Bill of Sale transferring all rights, interests and ownership in such improvements to CITY. Should CITY exercise its option of requiring TENANT to remove any or all such improvements or equipment from the PROPERTY, such removal shall be accomplished by TENANT at TENANT's sole cost and expense within 30 days after termination or expiration of this AGREEMENT, during which 30 days TENANT will have no liability for RENT. If TENANT fails to remove such improvements within said 30-day period, CITY may remove them at TENANT's expense, and TENANT shall be liable for payment of RENT as herein described for any period TENANT occupies the PROPERTY after termination.
9. **PROHIBITIONS.** TENANT shall be subject to all airport rules and regulations, including but not limited to, the following:

- a. This AGREEMENT is subject to all applicable terms, and conditions, executed by the Administrator of Federal Aviation Agency acting on behalf of the United State of America.
- b. TENANT agrees that it will not use or permit said PROPERTY to be used for any unlawful purpose.
- c. TENANT shall not commit nor suffer to be committed any waste upon the PROPERTY, or any public or private nuisance or other act or thing which may disrupt the normal utilization by any other tenant of the Chowchilla Municipal Airport.
- d. TENANT shall, at its sole cost and expense, promptly observe and comply with all laws, orders, regulations, rules, ordinances and requirements now in force or which may hereafter be in force of federal, state, county and city governments or other lawful governmental bodies or any of their departments, bureaus or officers having jurisdiction over the PROPERTY or any of the activities conducted thereon.
- e. TENANT agrees to observe and obey all laws, ordinances rules and regulations now in effect or promulgated in the future by CITY and/or by any other proper authority having jurisdiction over the conduct of operations at the Chowchilla Municipal Airport. CITY reserves the right to suspend all chemicals handling, storage and FUEL sales if TENANT is found to be in non-compliance with Madera County Health Department, California Department of Health Services, or California Regional Water Quality Control Board soil, air and water quality protection regulations.
- f. TENANT shall store all FUEL that reaches the PROPERTY, in accordance with city, county, state and federal regulations. TENANT AGREES TO PAY ALL COSTS for the cleanup and remediation, if any, of chemical spills or jettisoned loads anywhere on the PROPERTY or anywhere on property owned by the City of Chowchilla, that result from TENANT's operations or related activities.
- g. TENANT shall do all things which may be required of it or be deemed necessary on account of the use by TENANT of said PROPERTY, and TENANT shall and does agree to pay, at its sole cost and expense, all fines, penalties, damages, costs and expenses that may in any manner arise out of or be imposed because of the failure of TENANT to comply with this paragraph. TENANT shall and does hereby agree to hold CITY harmless from any damage, injury or loss suffered by reason of any breach by TENANT.
- h. TENANT shall provide CITY In writing, the following information:
 - i. All Aircraft types including subcontract aircraft types used in FBO operations.

- ii. Serial numbers of aircraft used in FBO operations.
- iii. Registration numbers of all aircraft types including subcontracted aircraft.
- iv. Present condition of all aircraft on leased premises.
- v. Insurance Carrier (including type of coverage, limits, and policy number).
- vi. Contact information.

10. **SUBCONTRACTORS.** TENANT shall provide CITY a written list of all subcontractors used in its operations at the PROPERTY including, but not limited to the following:

- a. TENANT is required to give 24 hour written notice to CITY for use of a new subcontractor in TENANT's operation.
- b. All subcontractors are required to provide to CITY Commercial General Liability Insurance.
- c. TENANT shall only use subcontractors that are providing direct services to the TENANT. NO independent operations by subcontractors are allowed under the terms of this AGREEMENT.
- d. TENANT must be able to produce upon demand to CITY, written documentation that subcontractor services are directly related to TENANT's operations when using the Chowchilla Airport Facility.

11. **USE OF AIRPORT FACILITIES.** TENANT shall load and service aircraft only at the PROPERTY and/or designated site, no other place on the airport. TENANT shall not load or unload on runway, taxiway or restricted surfaces. CITY may designate surface location for loading, if deemed necessary due to weather conditions, repairs or constructions. TENANT shall not make, or suffer to be made; any soil contaminations and spillage from hazardous materials used in fixed base operations during term of THIS AGREEMENT and TENANT shall agree to soil sample testing to be taken, if deemed necessary, in which the TENANT will be subject to payment. TENANT agrees to pay for any clean-up and cost incurred during clean-up until soil testing is approved and contamination is no longer present in the Leased Premises. TENANT agrees to thirty (30) day site improvements; utility services to site including reduced pressure backflow system tank (1 W' pipe required by TENANT), cement slab, disk and grading site per a pre-approved plan. TENANT regulations for zero tolerance for loading/unloading chemicals are in compliance with EPA. TENANT shall not rinse or wash aircraft until loading cement/pump is installed.

12. **COMPLIANCE WITH LAWS AND REGULATIONS.** In addition to the covenants herein and above set forth, TENANT agrees to the following:

- a. TENANT shall not commit or allow to be committed in or upon the PROPERTY any other act or thing that may disturb any other tenant at the airport.

- b. TENANT shall, at Tenant's own cost and expense, obtain and maintain all licenses, permits, certificates or other authorizations of any governmental authority having jurisdiction thereover, including, but not limited to, the FAA, this may be necessary for the conduct of its business on the Premises. Without limiting the generality of the foregoing, TENANT shall comply with all applicable laws, resolutions, codes, rules, orders, directions, ordinances and regulations of any department, bureau or agency or any governmental authority having jurisdiction over the operations, occupancy, maintenance and use of the PROPERTY for the purpose described in the AGREEMENT.

13. **AIRPORT APPROPRIATED BY FEDERAL GOVERNMENT.** In the event that the Chowchilla Municipal Airport or any portion thereof is appropriated by the Federal Government in a national emergency and as a result thereof civil aircraft are prohibited from using said airport, and as a result thereof TENANT is otherwise prohibited by federal law, rule or regulation from using and/or occupying the PROPERTY, and TENANT for such reason does not use or occupy said PROPERTY and TENANT is not compensated for damages caused thereby, then during the period in which all such conditions exist, the rental herein required to be paid shall be suspended. Except for such suspension or rental, each and every provision term, covenant and condition of this AGREEMENT shall remain in force and effect, including, but not by way of limitation, TENANT's obligation to maintain the PROPERTY. The term of this AGREEMENT shall not be extended because of the occurrence of the above conditions.

14. **ENVIRONMENTAL INDEMNIFICATION.** TENANT agrees to indemnify, defend by counsel chosen by the CITY and hold harmless, CITY, its directors, council members, officers, employees, representatives and agents hereinafter referred to collectively as "CITY PERSONNEL" from and against and in respect of any and all claims, damages (including, without limitations, diminution deficiencies, interest, penalties, attorney fees and all amounts paid in defense of settlement of the foregoing whether or not arising out of third-party claims, which may be imposed upon or incurred by CITY or asserted against CITY PERSONNEL by any other party or parties (including governmental entities), in connection with any environmental non-compliance arising out of, resulting from, or attributable to, the assets, business, or any claims, expenses, losses, liabilities, etc., resulting from the alleged exposure of any person to environmental conditions or exposure resulted from TENANT's activities or TENANT's agents, representatives, employees or independent contractors.

15. **ASSIGNMENTS.** TENANT shall not assign this AGREEMENT or any interest therein, and shall not sublet the PROPERTY or any portion thereof or any rights or privileges appurtenant thereto or suffer any other person (agents and servants of CITY excepted) to occupy or use the PROPERTY or any portion thereof without the CITY's prior written consent. Consent to one assignment subletting, occupation or use by another person shall not be deemed to be consent to any subsequent assignment, subletting, occupation or use.

16. **ABANDONMENT.** TENANT shall not abandon the PROPERTY described herein at any time during the term hereof. The PROPERTY shall be deemed abandoned following notices as provided by California's Civil Code.

17. **ALTERATIONS-REMOVAL OF ADDITIONS.** Except as provided in this AGREEMENT, TENANT shall not make or allow to be made any alterations to the PROPERTY or any part thereof without first obtaining the CITY's written consent. TENANT shall keep the PROPERTY free from any liens arising out of any work performed, materials furnished or obligations incurred by TENANT. In the event the TENANT desires to make any alterations or improvements, plans and specifications thereof shall be submitted to the CITY and if satisfactory, completion thereof shall be made to the CITY's satisfaction.

18. **INSURANCE.**

a. **GENERAL LIABILITY INSURANCE.** TENANT shall at all times carry commercial general liability insurance which shall provide coverage from any claim or liability for any injury or damage to any person or property occurring on the PROPERTY or arising out of or resulting from the TENANT's operations or omissions on said PROPERTY or at the Chowchilla Municipal Airport. The policy limits of general commercial liability policies shall be in not less than One Million Dollars (\$1,000,000).

b. **PROPERTY DAMAGE.** TENANT shall obtain and maintain insurance coverage on all of TENANT's personal property, trade fixtures and TENANT owned alterations and utility installations located on the PROPERTY. Such insurance shall be full replacement cost coverage with a deductible that does not exceed \$1,000 per occurrence. The proceeds from any such insurance shall be used by TENANT for the replacement of personal property, trade fixtures and TENANT owned alternations and utility installations.

c. **ENVIRONMENTAL INSURANCE.** At all times, TENANT shall also carry environmental insurance which shall provide coverage for any pollution or contamination that may arise from activities occurring at the PROPERTY. The policy limits of TENANT's environmental insurance policy shall be not less than One Million Dollars (\$1,000,000.00).

d. **INSURANCE DURING CONSTRUCTION.** TENANT shall, in addition to the insurance above required, provide similar liability insurance covering CITY, its officers and employees, during the construction of any and all improvements made by TENANT upon the PROPERTY and/or pursuant to this AGREEMENT. Said policy shall remain in full force and effect until the completion of all of said improvements and the acceptance thereof by CITY.

- e. **VERIFICATION OF COVERAGE.** TENANT shall furnish to CITY certificates of insurance with original endorsements effecting coverage required by this AGREEMENT. The certificates and endorsements for each insurance policy(ies) are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates or endorsements are to be received and approved by CITY prior to the commencement date, and thereafter, TENANT shall furnish new certificates 30 days prior to the expiration date of the previous certificate(s). City reserves the right to require complete, certified copies of all prior insurance policies at all times.

All insurance policies obtained to comply with the terms of this AGREEMENT shall be in a form that meets the CITY's approval and shall be underwritten by a company or companies approved by the CITY. Policy limits shall be reviewed on yearly intervals and adjusted as required. Said policies shall expressly include CITY, its officers and employees, as insured and shall not in any way limit the coverage provided by said policy or policies for injury or damage to the person or property of CITY, its officers and employees, arising or resulting from any wrongful act or omission or negligence on the part of TENANT, its servants, employees or agents. Other insurance of CITY shall not be required to participate with said insurance in the payment of any damages. Said insurance policy, policies or certificates evidencing issuance of the policies required herein shall be provided to the CITY concurrently with the execution of this AGREEMENT and shall include an endorsement precluding cancellation thereof without 30 days prior written notice to CITY.

19. BREACH; REMEDIES.

- a. **BREACH.** A "BREACH" is defined as TENANT's failure to comply with or perform any of the terms, covenants, conditions under this AGREEMENT or FAA Rules and Regulations, and the failure of TENANT to cure that BREACH within any applicable grace period.
- i. TENANT shall be deemed in BREACH if, for three (3) calendar days following written notice, TENANT fails to make any payment of RENT when due, or to provide reasonable evidence of insurance. **THE CITY'S ACCEPTANCE OF A PARTIAL PAYMENT OF RENT SHALL NOT CONSTITUTE A WAIVER OF ANY OF CITY'S RIGHTS, INCLUDING CITY'S RIGHT TO RECOVER POSSESSION OF THE PREMISES.**
 - ii. TENANT shall be deemed in BREACH if it fails to fulfill any obligation under this AGREEMENT which endangers or threatens life or property.
 - iii. TENANT shall be deemed in BREACH if any of the following events occur: (a) the making of any general arrangement or assignment for the benefit of creditors; (b) becoming a debtor as defined in 11 U.S.C Section

101 or any successor statute thereto (unless, in the case of a petition filed against TENANT, the same is dismissed within 60 days); (c) the appointment of a trustee or receiver to take possession of substantially all of TENANT'S assets located at the PROPERTY or of TENANT's interest in this AGREEMENT, where possession is not restored to TENANT within thirty (30) days; or (d) the attachment, execution or other judicial seizure of substantially all of TENANT's assets located at the PROPERTY or of TENANT's interest in this AGREEMENT, where such seizure is not discharged within 30 days; provided, however, in the event that any provision of this subparagraph is contrary to any applicable law, such provision shall be of no force or effect, and not affect the validity of the remaining provisions.

b. **REMEDIES.** If TENANT is in BREACH of this AGREEMENT, CITY may, at its option, perform on TENANT's behalf, and TENANT shall pay to CITY an amount equal to 115% of the costs and expenses CITY incurs in such performance upon receipt of an invoice therefor. CITY may also, with or without further notice or demand, and without limiting CITY in the exercise of any right or remedy which CITY may have by reason of such BREACH:

i. Terminate TENANT's right to possession of the PROPERTY by any lawful means, in which case this AGREEMENT shall terminate and TENANT shall immediately surrender possession of the PROPERTY with all of its improvements and equipment to CITY, keeping only TENANT's personal property. In such event, CITY shall be entitled to recover from TENANT (a) the unpaid RENT which had been earned at the time of the termination; (b) the worth at the time of award of the amount by which the unpaid rent which would have been earned after termination until the time of award exceeds the amount of such rental loss that TENANT proves could have been reasonably avoided; (c) the worth at the time of award of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of such rental loss that the TENANT proves could be reasonably avoided; and (d) any other amount necessary to compensate CITY for all the detriment proximately caused by TENANT's failure to perform its obligations under this AGREEMENT or which the ordinary course of things would be likely to result therefrom, including but not limited to the cost of recovering possession of the PROPERTY, expenses or reletting, including necessary renovation and alteration of the PROPERTY, reasonable attorneys' fees, and that portion of any leasing commission paid by CITY in connection with this AGREEMENT applicable to the unexpired term of this AGREEMENT. The worth at the time of award of the amount referred to in provision (c) of the immediately preceding sentence shall be computed by discounting such amount at the discount rate of the Federal Reserve Bank of the District within which the PROPERTY is located at the time of award plus one percent. Efforts by City to mitigate damages caused by TENANT's

BREACH of this AGREEMENT shall not waive CITY's right to recover any damages to which CITY is otherwise entitled. If termination of this AGREEMENT is obtained through the provision remedy of unlawful detainer, CITY shall have the right to recover in such proceeding any unpaid RENT and damages as are recoverable therein, or CITY may reserve the right to recover all or any part thereof in a separate suit. If notice and grace period required under this AGREEMENT was not previously given, a notice to pay rent or quit, or to perform or quit given to TENANT under the unlawful detainer statute shall constitute the notice required by this AGREEMENT. In such case, the applicable grace period and the unlawful detainer statute shall run concurrently, and TENANT's failure to cure within the greater of the two periods shall constitute both an unlawful detainer and a BREACH of this AGREEMENT entitling CITY to the remedies provided for in this AGREEMENT and/or by said statute.

- ii. Continue this AGREEMENT and TENANT's right to possession and recover the RENT as it becomes due, in which event TENANT may sublet or assign, subject only to reasonable limitations.
- iii. Pursue any other remedy now or hereafter available under the laws or judicial decisions of the State of California or the United States of America. The expiration or termination of this AGREEMENT and/or the termination of TENANT's right to possession shall not relieve TENANT from liability under any indemnity provisions of this AGREEMENT as to matters occurring or accruing during the term hereof or by reason of TENANT's occupancy of the PROPERTY.

20. BREACH BY CITY.

- a. **NOTICE OF BREACH.** CITY shall not be deemed in breach of this AGREEMENT unless CITY fails within a reasonable time to perform an obligation required to be performed by CITY. For purposes of this paragraph, a reasonable time shall in no event be less than thirty (30) days after receipt by CITY of written notice specifying the obligation CITY has purportedly failed to formed; provided, however, that if the nature of CITY's obligation is such that more than thirty (30) days are reasonably required for its performance, then CITY shall not be in breach if performance is commenced within such thirty (30) day period and thereafter diligently pursued to completion.
- b. **PERFORMANCE BY TENANT ON CITY'S BEHALF.** In the event that CITY fails to cure such default within the reasonable time described above, then TENANT may elect to cure said breach at TENANT's expense and offset from RENT the actual and reasonable cost to perform such cure, provided however, that such offset shall not exceed an amount equal to one month's Monthly Fee, reserving TENANT's right to seek reimbursement from CITY for any such

expense in excess of such offset. TENANT shall document the cost of said cure and supply said documentation to CITY.

21. **CONDEMNATION CLAUSE.** If any part of the PROPERTY shall be taken or condemned for a public or quasi-public use, and a part thereof remains which is susceptible of occupation hereunder, this AGREEMENT shall, as to the part so taken, terminate as of the date title shall vest in the condemner, and the RENT payable hereunder shall be adjusted so that TENANT shall be required to pay for the remainder of the term only such portion of such RENT as the value of the part remaining after the condemnation bears to the value of the entire PROPERTY as the date of condemnation but in such event, CITY and TENANT shall each have the option to terminate this AGREEMENT as of the date when title to the part so condemned vests in the condemner. If all the PROPERTY, or such part thereof, be taken or condemned so that there does not remain a portion susceptible of occupation hereunder, this AGREEMENT shall thereupon terminate. If part or all of the PROPERTY be taken or condemned, all compensation awarded upon such condemnation or taking shall be shared by CITY and TENANT, as their interests appear of record.

22. **INDEMNITY.** To the fullest extent permitted by law, TENANT agrees to indemnify, hold harmless, protect and defend CITY and CITY's employees, City Council, agents, representatives and contractors from any and all claims, causes of action, liability, losses, costs, and damages, for the foreseeable or unforeseeable, arising out of or related to any act, omission, or negligence of TENANT or TENANT's agents, employees, representatives or contractors, or arising from or related to TENANT's use of activities related to this AGREEMENT and/or on or at the Chowchilla Municipal Airport. The provisions of this section shall survive the termination, cancellation or expiration of this AGREEMENT.

23. **NOTICES.**

a. **NOTICE REQUIREMENTS.** All notices required or permitted by this AGREEMENT or applicable law, including unlawful detainer statutes, shall be in writing and may be delivered in person (by hand or by courier) or may be sent by regular, certified or registered mail or U.S. Postal Service Express Mail, with postage prepaid, or by facsimile transmission, or by mail, and shall be deemed sufficiently given if served in a manner specified by this paragraph to the addresses below. Either party may be written notice to the other specify a different address for notice.

If to TENANT:

With copy to:

If to CITY:

City of Chowchilla
Attn: City Administrator
130 S. Second Street
Chowchilla, CA 93610
Fax: (559) 665-2569

With copy to:

Cota Cole LLP
Attn: Chowchilla City Attorney
3401 Centrelake Dr., Suite 670
Ontario, CA 91761

- b. **DATE OF NOTICE.** Any notice sent by registered or certified mail, return receipt requested, shall be deemed given on the date of delivery shown on the receipt card, or if no delivery date is shown, the postmark thereon. If sent by regular mail, the notice shall be deemed given 72 hours after the same is addressed as required herein and mailed with postage prepaid. Notices delivered by United States Express Mail or overnight courier that guarantees next day delivery shall be deemed given 24 hours after delivery of same to the Postal Service or courier. Notices transmitted by facsimile transmission shall be deemed delivered upon confirmation of receipt. If notice is received on a Saturday, Sunday or legal holiday, it shall be deemed received on the next business day.
24. **RIGHT OF SPECIAL GATHERINGS/EVENTS.** TENANT hereby acknowledges that CITY has approved or will approve in the future occasional large-scale special events (i.e., Annual Gatherings) which may take place on the Chowchilla Municipal Airport. CITY reserves the right to require temporary suspension of activities and evacuation of personnel from the PROPERTY during special events and special activities as may be determined by CITY, without compensation to TENANT. The CITY shall not suspend operations for more than twenty four (24) hours. With the exception of TENANT's insurance and indemnity requirements, all of TENANT's obligations under this AGREEMENT shall be suspended for the duration of such special gatherings or events.
25. **NONDISCRIMINATION.** TENANT for itself, its personal representatives, successors in interest, and assigns, as part of the consideration hereto, does hereby covenant and agree as a covenant running with the land, that:
- a. No person on the grounds of race, color, or national origin shall be excluded from participation, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities;
 - b. In the construction of improvements on, over or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits, or otherwise be subjected to discrimination;
 - c. TENANT shall use the PROPERTY in compliance with all other requirements imposed by or pursuant to Title Forty-nine, Code of Federal Regulations, of the Secretary, Part Twenty-one, nondiscrimination in federal assisted programs of the

Department of Transportation-Efficacy of Title VI of the Civil Rights Act of 1964, and as said Regulations by being amended; and

- d. In the event of breach of any of the above nondiscrimination covenants, the City of Chowchilla shall have the right to terminate this AGREEMENT and to re-enter and repossess said land, and hold the same as if said AGREEMENT had never been made or issued.
26. **NO RIGHT TO HOLDOVER.** TENANT has no right to retain possession of the PROPERTY or any part thereof beyond the expiration or termination of this AGREEMENT. In the event that TENANT holds over, then the Monthly Fee shall be increased to 150% of the applicable amount owing for the month immediately preceding the expiration or termination. The Holdover Monthly Fee shall be calculated on a monthly basis and shall therefore increase by 150% each month. Nothing contained herein shall be construed as consent by CITY of any holding over by TENANT.
27. **WAIVER.** The exercise of any right, option or privilege hereunder by CITY shall not exclude CITY from exercising any and all other rights, privileges and options, or privilege hereunder and shall not be deemed a waiver of said right, option, or privilege nor shall it relieve the TENANT from his obligation to perform each and every covenant, term, provision and condition on the part of TENANT to be performed hereunder or from damages or other remedy for failure to perform or meet the obligations of this AGREEMENT.
28. **CUMULATIVE REMEDIES.** No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.
29. **NO PRIOR AGREEMENTS.** This AGREEMENT represents the entire contract and supersedes all other promises, representation and understanding with reference to or in consideration of the subject matter thereof
30. **ATTORNEYS' FEES.** If any party to this AGREEMENT brings an action or proceeding involving the PROPERTY or this AGREEMENT, whether founded in tort, contract or equity, the PREVAILING PARTY (as defined hereunder) in any such proceeding, action, or appeal thereon, shall be entitled to reasonable attorneys' fees. Such fees may be awarded in the same suit or recovered in a separate suit, whether or not such action or proceeding is pursued to decision or judgment. The term "PREVAILING PARTY" shall include, without limitation, a party who substantially obtains or defeats the relief sought, as the case may be, whether by compromise, settlement, judgment, or the abandonment by the other party of its claim or defense. The attorneys' fees award shall not be computed in accordance with any court fee schedule, but shall be such as to fully reimburse all attorneys' fees reasonably incurred. In addition, CITY shall be entitled to attorneys' fees, costs and expenses incurred in the preparation and service of notices of BREACH and consultations in connection therewith, whether or not a legal

action is subsequently commenced in connection with such BREACH (\$200 is a reasonable minimum per occurrence for such services and consultation.)

31. **CITY'S ACCESS; REPAIRS.** CITY and CITY's agents shall have the right to enter the PROPERTY at any time, in case of an emergency, and otherwise at reasonable times after reasonable prior notice for the purpose of showing the same to prospective purchasers, lenders, tenants or governmental agencies, and making such alterations, repairs, improvements or additions to the PROPERTY as CITY may deem necessary or desirable and the erecting, using and maintaining of utilities, services, pipes and conduits through the PROPERTY and/or other premises as long as there is no material adverse effect to TENANT's use of the PROPERTY. CITY will conduct an annual inspection of all improvements and equipment located on the PROPERTY. Such inspection shall not in any way be deemed an approval to the condition of the improvements or equipment's condition. All such activities shall be without abatement of rent or liability to TENANT.
32. **FORCE MAJEURE.** CITY shall not in breach of this AGREEMENT in the event that TENANT's access to the PROPERTY is temporarily interrupted or continued for any of the following reasons: riots, wars, sabotage, civil disturbances, insurrection, explosion, natural disasters such as floods, earthquakes, land slides, fires, or other catastrophic events which are beyond the reasonable control of CITY. Events of force majeure and other catastrophic events do not include labor disturbances, the financial inability of TENANT to perform each and every obligation of the AGREEMENT or failure of TENANT to obtain any necessary permit(s) or license(s) or any other certification or entitlement necessary for TENANT to perform the services defined by this AGREEMENT from any government agency or TENANT's inability to obtain or maintain the right to use facilities of public utilities or such failure is due solely to TENANT's acts or omissions.
33. **AMENDMENTS.** This AGREEMENT may be modified only in writing, signed by the parties in interest at the time of the modification.
34. **SEVERABILITY.** If any of the provisions contained in this AGREEMENT shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision(s) of this AGREEMENT and this AGREEMENT shall be construed as if such invalid, illegal or unenforceable provision had not been contained in this AGREEMENT.
35. **BINDING EFFECT ON CITY.** Neither this AGREEMENT nor any amendments or supplements hereto shall be binding on CITY unless and until it is signed in CITY's behalf by a representative duly authorized by its City Council and a copy thereof so signed is delivered to TENANT.

CITY AND TENANT HAVE CAREFULLY READ AND REVIEWED THIS AGREEMENT AND EACH TERM AND PROVISION CONTAINED HEREIN, AND BY THE EXECUTION OF THIS AGREEMENT SHOW THEIR INFORMED AND VOLUNTARY CONSENT THERETO. THE PARTIES HEREBY AGREE THAT, AT

THE TIME THIS AGREEMENT IS EXECUTED, THE TERMS OF THIS AGREEMENT ARE COMMERCIALY REASONABLE AND EFFECTUATE THE INTENT AND PURPOSE OF CITY AND TENANT WITH RESPECT TO THE PROPERTY.

CITY OF CHOWCHILLA:

TENANT(s):

By: _____
City Mayor

Owner/Authorized Agent

Owner/Authorized Agent

ATTESTED BY _____

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT this _____ day of _____, 2015.

EXHIBIT A – LEGAL PROPERTY DESCRIPTION

EXHIBIT B – AIRPORT SPONSORS ASSURANCES



REPORT TO THE CITY COUNCIL

Council Meeting of February 10, 2015

Agenda Section:	<u>NEW BUSINESS</u>
SUBJECT:	CDBG Supplemental Activity Project: Senior Center ADA Accessibility and Renovation Project
Prepared By:	<u>Joanne Upton, Administrative Analyst</u>
Authorized By:	<u>Craig Locke, City Engineer/Public Works Director, and Rod Pruett, City Treasurer/Finance Director</u>
Approved By:	<u>Carolyn Lehr, Interim City Administrator</u>

RECOMMENDATION:

Staff recommends approval of this resolution for supplemental project activity to provide ADA accessibility and other improvements to the Chowchilla Senior Center; and authorize the City Administrator to execute all documents related to the grant and supplemental activities/programs. And, allocate program funding income and CDBG funding for the Senior Center Rehab Project Activity.

HISTORY / BACKGROUND:

The Community Development Block Grant (CDBG) program is a flexible program that provides communities with resources to address a wide range of unique community development needs. Beginning in 1974, the CDBG program is one of the longest continuously run programs at HUD. The CDBG program provides annual grants on a formula basis to 1209 general units of local government and States.

In 2014 the City of Chowchilla received a \$1,000,000 grant for home ownership and home repair services. To become eligible for a future CDBG grant, the City must spend \$500,000 of the grant and all program income from this and previous grants. The program income for 2014 is estimated at \$300,000 with additional program income expected during the life of the project.

The CDBG grant allows for other eligible projects and activities to receive funding as Supplemental Activities. Staff is recommending that deferred improvements to the Senior Center be addressed with the Program Income and CDBG funds. The objectives for the program are to benefit low- and moderate-income persons, prevention or elimination of slums or blight, or address community development needs having a particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community for which other funding is not available.

Senior Citizen Center Supplemental Project Activity:

City plans to use Program Income and CDBG funds to rehabilitate various aspects of the Senior Center facility to improve conditions in the building to benefit the health and welfare of the aging community that use the facility. The facility is also designated as an emergency warming & cooling center during high or low temperatures for the disadvantaged community (all ages) that need a designated warm & cool place free from severe climatic weather conditions.

The proposed project activity consists of:

- Replacing the different types of flooring systems with a cohesive and consistent surface to eliminate transitional variations and improve the surface quality for the aging users including the handicap/wheelchair bound users.
- Updating the heating and cooling system.
- Updating the ceiling fans.
- Replacing old window blinds with energy efficient replacements.
- Needed adjustments in the restrooms to ensure full compliance with ADA regulation to replace kitchen appliances and amenities (counters and cabinets) and meet state and local codes for Green Buildings.
- Adding audio/speaker system.

FINANCIAL IMPACT:

The renovations will be accomplished at no cost to the City of Chowchilla. The expenditure of the estimated \$366,000 Program Income & CDBG funds on this project will not limit the efficacy of the Home Ownership and Repair programs, and will allow the City to reapply for funding of additional projects more quickly.

ATTACHMENTS:

CDBG Supplemental Activity Application

SPECIAL INSTRUCTIONS:

- Interim City Administrator to execute documents
- Finance Director and City Engineer to process documents
- City clerk to forward resolution(s) to the Rod Pruett, City Treasurer/Finance Director and Craig Locke, City Engineer/Public Works Director.

COUNCIL RESOLUTION # -15

A RESOLUTION OF THE CITY COUNCIL OF CITY OF CHOWCHILLA AUTHORIZING THE FINANCE DIRECTOR TO SUBMIT TO THE CALIFORNIA STATE DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT A SUPPLEMENTAL ACTIVITY REQUEST FOR \$366,000 TO BE USED FOR ACCESSABILITY AND OTHER NECESSARY UPGRADES TO THE CHOWCHILLA SENIOR CENTER AND THE 2014 CDBG GRANT # 14-CDBG-9878 MODIFIED ACCORDINGLY

WHEREAS, the Community Development Block Grant Program was established to assist communities address critical employment, infrastructure and economic development needs around the nation: and

WHEREAS, in 2014 the City of Chowchilla received a \$1,000,000 CDBG grant for home ownership and home repair services; and

WHEREAS, additional program income for 2014 is estimated to be \$300,000; and

WHEREAS, Federal regulations set forth requirements governing the expenditure of CDBG program and project funds considers this project an eligible activity; and

WHEREAS, the Chowchilla Senior Center ADA Accessibility and Renovation Project is both necessary to the community and is an eligible Supplemental Activity Project

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Chowchilla hereby finds and determines the following:

1. The Council finds that the above recitals are true and accurate.
2. The Finance Director is authorized to submit the CDBG Supplemental Activity Request for improvement to the Chowchilla Senior Center
3. The City Administrator is authorized to amend the grant agreement #14-CDBG-9878 to include any or all of the renovations listed in the staff report.

PASSED AND ADOPTED by City Council of the City of Chowchilla this 10th day of February 2015 by the following vote to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

John Chavez, Mayor

ATTEST:

Nanci C. O. Lima, MMC
City Clerk

C. SCOPE OF WORK FOR CDBG FUNDING:

Senior Center Remodeling Project Construction Cost Estimate

Item		Units	Price	Total
Design and Drawings	1	LS	\$44,000	\$44,000
Windows & blinds replacement	17	EA	\$2,000	\$34,000
New ADA stage ramp and door	1	LS	\$5,500	\$5,500
Bathroom ADA remodel	2	LS	\$25,000	\$50,000
HVAC replacement	1	LS	\$60,000	\$60,000
Floor coverings	1,440	SF	\$25	\$36,000
Electrical wiring and Ceiling Fans	1	LS	\$20,000	\$20,000
Energy efficient lighting upgrade	1	LS	\$15,000	\$15,000
Kitchen Rehab	1	LS	\$12,000	\$12,000
Audio speaker system	1	LS	\$20,000	\$20,000
New ADA door and ADA Signage	1	LS	\$15,000	\$15,000
Ceiling Tile Repair	1	LS	\$1,200	\$1,200
Interior paint	1	LS	\$5,500	\$5,500
Sub Total				\$318,200
Contingencies 15%				\$47,730
Grand Total				\$365,930

D. TIMELINE OF PROPOSED PROJECT:

Senior Center Remodeling Project Timeline

Activity	Date
CDBG Grant Application Submittal	Friday, April 11, 2014
Notification of Grant Award	Friday, September 12, 2014
Issue RFP for an Architectural Firm	Friday, May 8, 2015
Architectural Consultant Selection	Tuesday, June 2, 2015
Contract Award to Architect	Tuesday, July 14, 2015
Design Plans Submitted for City Review	Monday, August 24, 2015
City Review Complete	Friday, September 11, 2015
Final Plans Submitted to City	Friday, September 25, 2015
Project Advertised for Construction Bids	Monday, October 5, 2015
Construction Bids Opened	Monday, November 2, 2015
Construction Award (Council Meeting)	Tuesday, November 10, 2015
Pre-Construction Meeting	Monday, November 23, 2015
Construction Complete	Monday, February 29, 2016
Notice of Completion (City Council Meeting)	Tuesday, March 15, 2016

JURISDICTION: _____	
4. ELIGIBILITY:	
A. NATIONAL OBJECTIVE:	1) <input type="checkbox"/> Low/Moderate Area (<i>LMA</i>) 2) <input type="checkbox"/> Low/Mod Housing (<i>LMH</i>) 3) <input checked="" type="checkbox"/> Low/Mod Clientele (<i>LMC</i>)
B. HUD LOW/MOD BENEFIT: National Objective must be met by either: 1) Beneficiaries meeting income restriction; 2) Beneficiaries being members of a Limited Clientele; or, 3) Service area being primarily Low/Mod individuals (>51%). Check the box that describes how this Project will meet the National Objective, and describe the details requested.	<input type="checkbox"/> Area Benefit: Low/Mod %: _____ <input type="checkbox"/> Based on HUD Low/Mod Data <input type="checkbox"/> Based on Income Survey (Prior Department approval is required for submission of this form) <input checked="" type="checkbox"/> Jurisdiction-Wide <input type="checkbox"/> Service Area <input type="checkbox"/> Income Restricted (<i>Public Improvements in Support of Housing Only</i>) <input checked="" type="checkbox"/> Limited Clientele: (<i>Public Facility Only</i>) List Type(s) of Limited Clientele: <u>Elderly Persons</u> Explain Benefit in Activity: _____
C. DESCRIPTION OF SERVICE AREA: Submit Map(s) and Identify: (1) Census Tract/ Block Group; and, (2) Zoning in description <u>Note:</u> Service area information is needed regardless of which Low/Mod benefit is being used.	<input checked="" type="checkbox"/> Entire Jurisdiction <input type="checkbox"/> Service Area(s): Describe Service Area of Project: _____ Map must be included

CITIZEN PARTICIPATION:	<p>No CDBG Project can be approved without the required Citizen Participation being completed.</p> <p>Indicate the status of each of the following:</p> <p>Public Notice: <input type="checkbox"/> Completed <input type="checkbox"/> Not Completed Comments: _____</p> <p>Resolution of the Governing Body (Authorizing submittal of Supplemental Request, designating the Authorized Representative)</p> <p><input type="checkbox"/> Completed <input type="checkbox"/> Not Completed Comments: _____</p> <p>Please submit evidence of the above with this request.</p>
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CDBG SUPPLEMENTAL ACTIVITY REQUEST

- PROJECT -

Page | 3

On behalf of the City/County of: Chowchilla **I submit this CDBG Supplemental Activity Request and understand that, upon approval, this activity will be amended into an open CDBG contract and all conditions of that contract will be applicable, including the need to clear General Condition before incurring costs.**

Authorized Representative Signature: _____

Date: _____

Print Name and Title of Authorized Signer:

Print Name of Preparer: Craig Locke Date: February 10, 2015

Additional Comments: _____

(FOR USE BY CDBG PROGRAM ONLY)

JURISDICTION: _____

6. ACTIVITY APPROVAL:

APPROVED

APPROVED WITH SPECIAL CONDITIONS:

Activity Eligibility 105(a): _____

NOT APPROVED Date: _____

7. REASONS FOR NOT APPROVING:

CDBG Representative: _____

Date: _____

CDBG Program Manager: _____

Date: _____

CDBG Section Chief: _____

Date: _____



REPORT TO THE CITY COUNCIL

Council Meeting of February 10, 2015

Agenda Section:	<u>NEW BUSINESS</u>
SUBJECT:	CDBG Supplemental Activity Project: Enhanced Code Enforcement
Prepared By:	<u>Joanne Upton, Administrative Analyst</u>
Authorized By:	<u>Craig Locke, City Engineer/Public Works Director, and Rod Pruett, City Treasure/Finance Director</u>
Approved By:	<u>Carolyn Lehr, Interim City Administrator</u>

RECOMMENDATION:

Staff recommends approval of this resolution for Supplemental Project Activity to provide Enhanced Code Enforcement within designated Low to Moderate income areas within the City of Chowchilla; and authorize the City Administrator to execute all documents related to the grant and supplemental activities/programs. And, allocate program funding income and CDBG funding for Enhanced Code Enforcement in identified areas.

HISTORY / BACKGROUND:

The Community Development Block Grant (CDBG) program is a flexible program that provides communities with resources to address a wide range of unique community development needs. Beginning in 1974, the CDBG program is one of the longest continuously run programs at HUD. The CDBG program provides annual grants on a formula basis to 1209 general units of local government and States.

In 2014 the City of Chowchilla received a \$1,000,000 grant for home ownership and home repair services. To become eligible for a future CDBG grant, the City must spend \$500,000 of the grant and all program income from this and previous grants. The program income is currently estimated at \$300,000.

The Housing and Community Development Act of 1974 (HCDA) permits the use of CDBG funds and Program Income for selected code enforcement activities. Section 105(a)(3) of the HCDA permits "the use of CDBG funds for code enforcement in deteriorated or deteriorating areas in which such enforcement, together with the public or private improvements or services to be provided, may be expected to arrest the decline of the area." Implementation of this activity requires a resolution from City Council designating a 'Declining Area' that meets CDBG eligibility requirements.

Requirements include that an area be primarily residential where 51% of the residents are low- and moderate-income. Code enforcement may only pay for the enforcement of state and/or local codes. This enforcement does not include the costs of correcting the code violations, although the rehabilitation cost may be an eligible activity under the grant objectives.

For CDBG program purposes, code enforcement is defined as *a process whereby local governments gain compliance with ordinances and regulations, regarding health and housing codes, land use and zoning ordinances, sign standards, and uniform building and fire codes.*

Code enforcement may take place only in primarily residential areas. The legislative language requiring “other improvements” to be made to arrest the decline of the area suggests a greater emphasis on structural issues. As a result, the CDBG program will expect localities will emphasize health and safety issues in buildings. Ancillary efforts to address violations of codes concerning vacant lots, signs and motor vehicles are permitted in conjunction with efforts regarding buildings, but should represent a minor part of the code enforcement program.

Staff is recommending that the City Council designate the area shown in the attached exhibit as a ‘deteriorating zone’ and thereby make the area eligible for CDBG funded code enforcement increases. Staff further recommends the submission of the application for Supplemental Activities application which will authorize the Code Enforcement program funding throughout the area designated on the map.

Staff recommends authorizing \$50,000 in Program Income CDBG funds to increase service within the designated area by either allow existing staff to increase Code Enforcement activities or allow for contract Code Enforcement service in that area.

FINANCIAL IMPACT:

No fiscal impact to the City of Chowchilla. The City will continue its current expenditures on Code Enforcement. Enhanced Code Enforcement in the designated area will be funded through CDBG and continue as long as funding is available.

ATTACHMENTS:

Resolution
Form of CDBG Supplemental Activity Application
Declining Areas Map

SPECIAL INSTRUCTIONS:

- Interim City Administrator to execute documents
- Finance Director and City Engineer to process documents
- City clerk to forward resolution(s) to the Rod Pruett, City Treasurer/Finance Director and Craig Locke, City Engineer/Public Works Director.

COUNCIL RESOLUTION # -15

A RESOLUTION OF THE CITY COUNCIL OF CITY OF CHOWCHILLA AUTHORIZING THE AMENDMENT OF THE CDBG GRANT # 14-CDBG-9878 WITH SUPPLEMENTAL CODE ENFORCEMENT ACTIVITIES TOTTALLING \$50,000 WITHIN DESIGNATED AREAS

WHEREAS, the Community Development Block Grant Program was established to assist communities address critical employment, infrastructure and economic development needs around the nation: and

WHEREAS, in 2014 the City of Chowchilla received a \$1,000,000 CDBG grant for home ownership and home repair services; and

WHEREAS, additional program income for 2014 is estimated to be \$300,000; and

WHEREAS, Federal regulations set forth requirements governing the expenditure of CDBG program and project funds considers this project an eligible activity; and

WHEREAS, The Chowchilla City Council seeks compliance with ordinances and regulations, regarding health and housing codes, land use and zoning ordinances, sign standards, and uniform building and fire codes

WHEREAS, the City of Chowchilla seeks enhanced Code Enforcement within the primarily residential area identified as 'Deteriorating Areas' defined by the map entitled 'Exhibit A'.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Chowchilla hereby finds and determines the following:

1. The Council finds that the above recitals are true and accurate.
2. The Council designates as 'Deteriorating Areas', the areas of the City of Chowchilla shown on the attached map labeled 'Exhibit A'
3. The Council authorizes the Finance Director to submit the CDBG Public Services Supplemental Activity Request for enhanced Code Enforcement
4. The City Administrator is authorized to amend the grant agreement #14-CDBG-9878 to include Enhanced Code Enforcement and execute any agreements necessary.

PASSED AND ADOPTED by City Council of the City of Chowchilla this 10th day of February 2015 by the following vote to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

John Chavez, Mayor

ATTEST:

Nanci C. O. Lima, MMC
City Clerk

**CDBG SUPPLEMENTAL ACTIVITY REQUEST
– PUBLIC SERVICES –**

GRANTEE: <u>City of Chowchilla</u>	CONTACT PERSON: <u>Rod Pruet</u>	PHONE: <u>(559)665-8615 extension 700</u>
DATE SUBMITTED BY GRANTEE: <u>1/16/15</u>	CDBG REPRESENTATIVE: <u>Kevin Lillard</u>	
EMAIL: <u>rpruett@ci.chowchilla.ca.us</u>		

1. INDICATE CDBG ACTIVITY and MATRIX CODE:

Contract(s) this activity is to be added to:

A. ELIGIBLE CDBG ACTIVITY (NON-REVOLVING) (*Select only one*)

- | | |
|--|--|
| <input type="checkbox"/> Senior Services (05A) | <input type="checkbox"/> Child Care Services (05L) |
| <input type="checkbox"/> Services for the Disabled (05B) | <input type="checkbox"/> Health Services (05M) |
| <input type="checkbox"/> Legal Services (05C) | <input type="checkbox"/> Abused & Neglected Children (05N) |
| <input type="checkbox"/> Youth Service (05D) | <input type="checkbox"/> Mental Health Services (05O) |
| <input type="checkbox"/> Transportation Services (05E) | <input type="checkbox"/> Screening for Lead (05P) |
| <input type="checkbox"/> Substance Abuse Services (05F) | <input type="checkbox"/> Subsistence Payments (05Q) |
| <input type="checkbox"/> Battered and Abused Spouses (05G) | <input type="checkbox"/> Security Deposits (05T) |
| <input type="checkbox"/> Employment Training (05H) | <input type="checkbox"/> Food Banks (05W) |
| <input type="checkbox"/> Crime Awareness (05I) | <input type="checkbox"/> Housing Counseling (05U) |
| <input type="checkbox"/> Tenant/Landlord Counseling (05K) | <input type="checkbox"/> Neighborhood Clean-Up (05V) |
| <input type="checkbox"/> Fair Housing (05J) | <input checked="" type="checkbox"/> Code Enforcement (15) |
| <input type="checkbox"/> Other Public Services (05): (<i>Specify</i>)
_____ | <input type="checkbox"/> Homeless/AIDS Programs (03T) |

A-1. Economic Development Microenterprise Technical Assistance (18C)

2. INDICATE LEVEL OF SERVICE: (*Supplanting of local or State funds with CDBG funds is not allowable.*)

- A new service
- An existing service to be increased:
- Currently funded by: _____ In the amount of: _____
 - Anticipated increase in service: _____ %
- An existing service with no change in funding level, funded by prior CDBG Funds.
- List Grant #: _____ Date funded out of PI: _____

CDBG SUPPLEMENTAL ACTIVITY REQUEST
– PUBLIC SERVICES –
Page | 2

GRANTEE: _____

3. INDICATE PROGRAM COST and FUNDING SOURCES:

A. TOTAL CDBG FUNDS NEEDED: \$\$50,000

What specific pieces of the Scope of Work discussed in 4.A and B, below, will CDBG funds pay for?

B. TOTAL OTHER FUNDING COMMITTED: \$ _____

Sources of Other Committed Funding:

(i) _____

(ii) _____

C. TOTAL OTHER FUNDING NEEDED (is there a gap): \$ _____

D. WHAT PERIOD OF TIME (LENGTH) WILL THESE FUNDS COVER: _____

NOTE: PUBLIC SERVICES HAVE AN ANNUAL CAP OF 15% OF THE STATES OVERALL EXPENDITURE RATE IN A GIVEN FISCAL YEAR. THIS MAY RESULT IN THE DEPARTMENT NOT BEING ABLE TO FUND A PUBLIC SERVICE SUPPLEMENTAL ACTIVITY.

4. ACTIVITY DESCRIPTION:

A. PROPOSED PROGRAM: *(Total Scope of Services)*

B. SCOPE OF WORK FOR CDBG:

C. TIME FRAME OF PROPOSED PROGRAM: *(Program Start Up, Program Closeout Dates)*

Comments: _____

**CDBG SUPPLEMENTAL ACTIVITY REQUEST
 – PUBLIC SERVICES –
 Page | 3**

GRANTEE: _____

5. ELIGIBILITY:

<p>A. NATIONAL OBJECTIVE:</p>	<p>1) <input type="checkbox"/> Low/Moderate Income Benefit (<i>Low/Mod</i>) 2) <input type="checkbox"/> Urgent Need</p>
<p>B. HUD LOW/MOD BENEFIT: National Objective must be met by either:</p> <p>1) Beneficiaries meet Low/Mod income restriction; 2) Beneficiaries are designated Limited Clientele; or, 3) Service area being primarily Low/Mod individuals (>51%).</p> <p>Check the box above that describes how this Public Service Program will meet the National Objective, and describe the details requested.</p>	<p><input type="checkbox"/> Income Restricted (<i>100 percent HUD Low/Mod Income</i>) <input type="checkbox"/> Limited Clientele List Type(s) of Limited Clientele: _____</p> <p><input type="checkbox"/> Low/Mod Area Benefit: List % of total: _____ <input type="checkbox"/> Based on HUD Low/Mod Charts <input type="checkbox"/> Based on Income Survey</p> <p>(Prior Department approval is required for submission of this form)</p> <p><input type="checkbox"/> Jurisdiction-Wide <input type="checkbox"/> Service Area</p>
<p>C. DESCRIPTION OF SERVICE AREA:</p> <p>Submit Map(s) and Identify: (1) Census Tract/ Block Group; and, (2) Zoning in description</p> <p><u>Note:</u> <i>Service area information is needed regardless of which Low/Mod benefit is being used.</i></p>	<p><input type="checkbox"/> Entire Jurisdiction <input type="checkbox"/> Service Area(s): Describe Service Area of Project: _____</p> <p>Map must be included</p>
<p>Comments: _____</p>	

<p>CITIZEN PARTICIPATION:</p>	<p>No CDBG Activity can be approved without the required Citizen Participation being completed.</p> <p>Public Notice: <input type="checkbox"/> Completed <input type="checkbox"/> Not Completed Comments: _____</p> <p>Resolution of the Governing Body (Authorizing submittal of the Supplemental Activity Request, designating the Authorized Representative)</p> <p style="text-align: center;"><input type="checkbox"/> Completed <input type="checkbox"/> Not Completed Comments: _____</p> <p>Please submit evidence of the above with this request.</p>
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CDBG SUPPLEMENTAL ACTIVITY REQUEST
- PUBLIC SERVICES -
Page | 5

On behalf of the City/County of: _____ I submit this CDBG Supplemental Activity Request and understand that, upon approval, this activity will be amended into an open CDBG contract and all conditions of that contract will be applicable, including the need to clear General Condition before incurring costs.

Authorized Representative Signature: _____

Date: _____

Print Name and Title of Authorized Signer:

Print Name of Preparer: _____ Date: _____

Additional Comments: _____

(FOR USE BY CDBG PROGRAM ONLY)

JURISDICTION: _____

6. ACTIVITY APPROVAL:

APPROVED

APPROVED WITH SPECIAL CONDITIONS:

Activity Eligibility 105(a): _____

NOT APPROVED Date: _____

7. REASONS FOR NOT APPROVING:

CDBG Representative: _____

Date: _____

CDBG Program Manager: _____

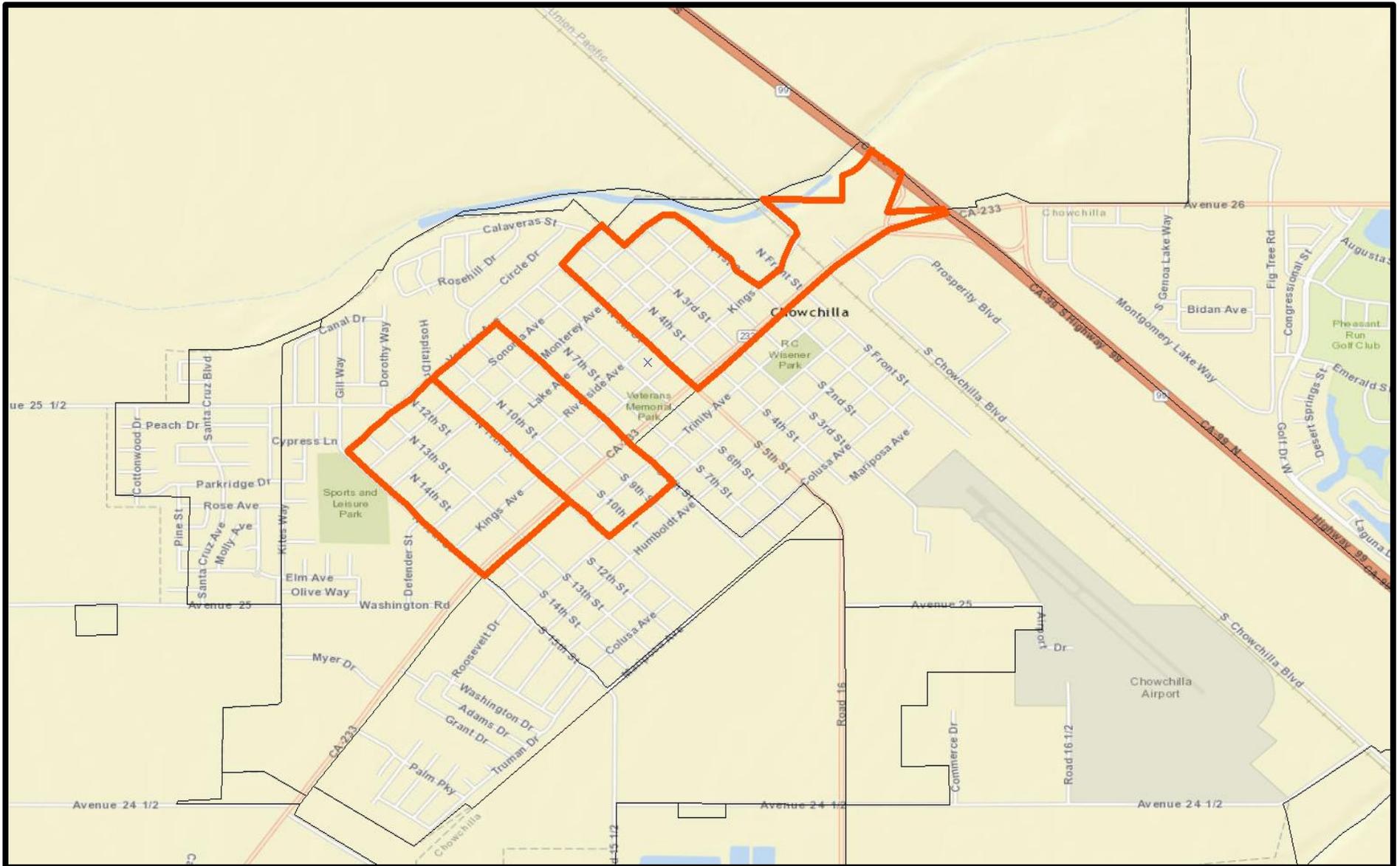
Date: _____

CDBG Section Chief: _____

Date: _____

City of Chowchilla

Exhibit A: CDP Map for Low/Mod Census Tracts





REPORT TO THE CITY COUNCIL

Council Meeting of February 10, 2015

Agenda Section: NEW BUSINESS

SUBJECT: **Authorization for the Sale of Non-Potable Water**

Prepared By: Joanne Upton, Administrative Analyst

Authorized By: Craig Locke, City Engineer/Public Works Director

Approved By: Carolyn Lehr, Interim City Administrator

RECOMMENDATION:

Staff recommends approval of the Resolution approving a non-potable water agreement form to Chowchilla residents. This Resolution will delegate the Mayor's authority to bind the City in these agreements to the City Administrator.

HISTORY / BACKGROUND:

City staff has received requests by City of Chowchilla residents to purchase water from the City when the resident's water source (primarily well) is not available. City Staff have determined the City is capable of selling water to these residents in need. The City Attorney recommends that these residents agree to release the city from any liability in this sale. Accordingly, the attached form contract permits the resident to purchase up to 400 gallons of water in exchange for \$25 cash and a release and waiver of liability.

FINANCIAL IMPACT:

Revenue for non-potable water will be deposited in the Public Works, Water Department (miscellaneous revenue).

ATTACHMENTS:

Resolution
Release and Waiver of Liability Agreement

SPECIAL INSTRUCTIONS:

Distribute resolution to Craig Locke, City Engineer/Public Works Director

COUNCIL RESOLUTION # -15

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHOWCHILLA
DIRECTING STAFF FOR ALLOWANCE TO INTERIE TO PROVIDE CITY DOMESTIC NON-
POTABLE WATER TO A RESIDENT FOR A COST OF TWENTY FIVE DOLLARS (\$25.00) IN
CASH IN EXCHANGE FOR UP TO 400 GALLONS OF NON-POTABLE WATER**

WHEREAS, as the State of California's drought is entering its fourth year, some City of Chowchilla residents are experiencing dry wells; and

WHEREAS, the City of Chowchilla recognizes the importance of making water available when possible to its residents.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Chowchilla hereby finds and determines the following:

1. The above recitals are true.
2. The City Council hereby approves and adopts the attached form Release and Waiver of Liability agreement as a contract to be used to bind the parties in the sale of non-potable water from the City to Chowchilla residents.
3. The City Administrator is authorized to sign the adopted Release and Waiver of Liability contract and bind the City as to the terms of that agreement.

PASSED AND ADOPTED by City Council of the City of Chowchilla this 10th day of February 2015 by the following vote to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

John Chavez, Mayor

ATTEST:

Nanci C. O. Lima, MMC
City Clerk

Release and Waiver of Liability

I, _____ [clearly print name], in consideration of the City of Chowchilla providing me with non potable water, do hereby agree as follows:

1. I shall pay the City of Chowchilla twenty-five dollars (\$25.00) in cash in exchange for up to 400 gallons of non potable water.
2. I agree and understand that non potable water is water that is not of drinking water quality. The City of Chowchilla has not examined or treated non potable. Non potable water is not approved by any authority, including the City of Chowchilla, as being safe for consumption.
3. I know the risks involved in the use of non potable water and agree to voluntarily assume all risks, both known and unknown, for such use. I hereby waive for myself, heirs, executors, administrators or assigns, to the full extent allowed by law, any and all claims, demands, actions, or causes of action, against the City of Chowchilla, its officers, officials, administrators, agents, and employees, of whatever kind of nature which may arise in any manner by reason of injury or damage to my person or property or both, from obtaining, transporting or use of non potable water provided pursuant to this agreement.
4. I do hereby covenant and agree to the fullest extent allowed by law that I will never instigate any suit or action against the City of Chowchilla, its officers, officials, administrators, agents, or employees, for damages or loss of injury of any kind for or on account of any damages, loss or injury to my person or property or both, which may arise in any manner from the obtaining, transporting or use of non potable water provided pursuant to this agreement.
5. I agree to hold harmless the City of Chowchilla, its officers, officials, administrators, agents and employees for any injury from all claims or damages, including but not limited to claims for wrongful death, arising in any manner from obtaining, transporting or use of non potable water provided pursuant to this agreement.

I certify that I am a resident of the City of Chowchilla and the non potable water provided under this agreement is for use only in the City of Chowchilla. I have read the foregoing waiver and fully understand it, and understand that it constitutes a formal legal document.

Signature: _____

Date: _____

City of Chowchilla

City Limits

Legend

-  City of Chowchilla
-  Parcels

Avenue 26

Avenue 25

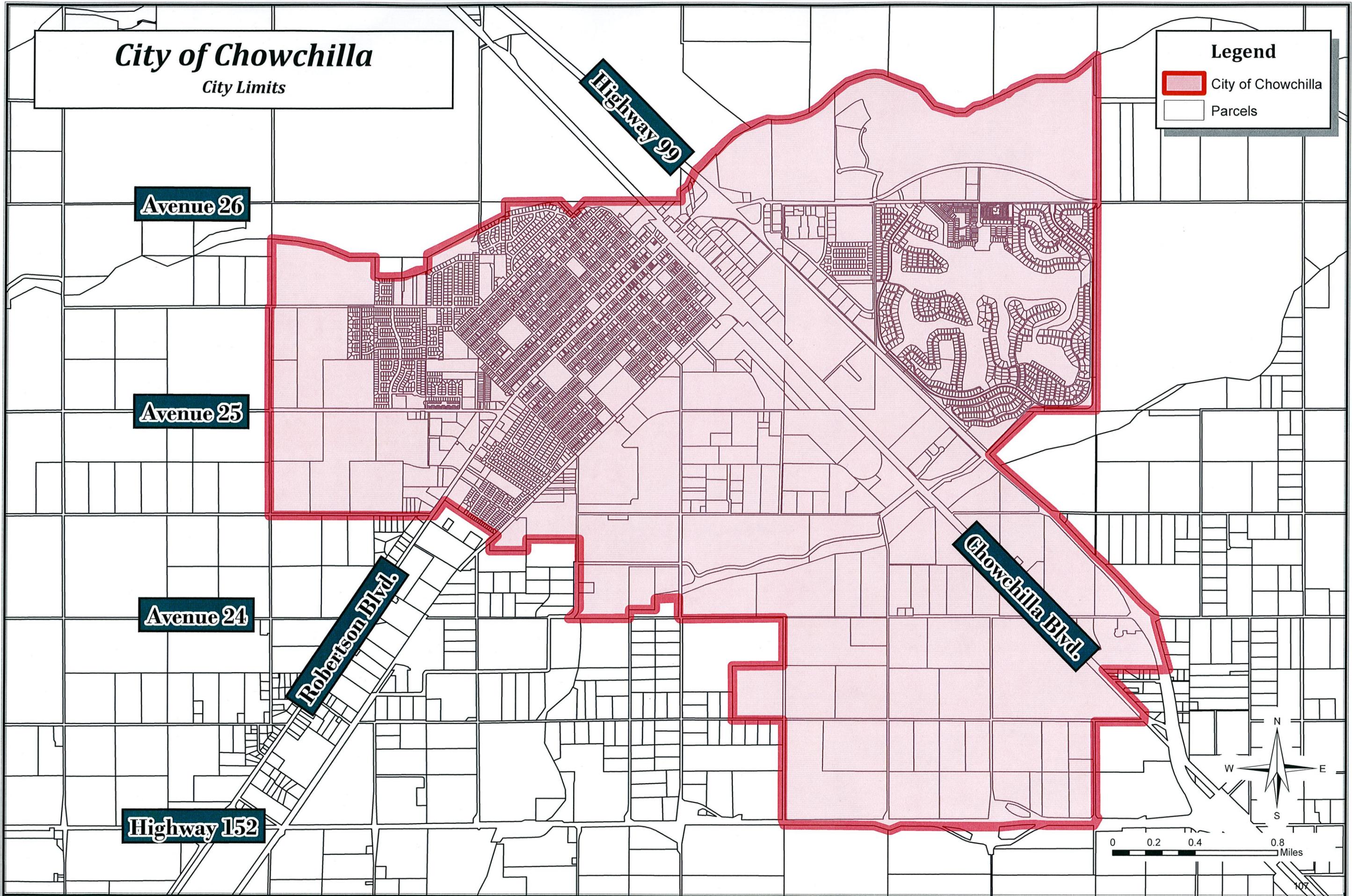
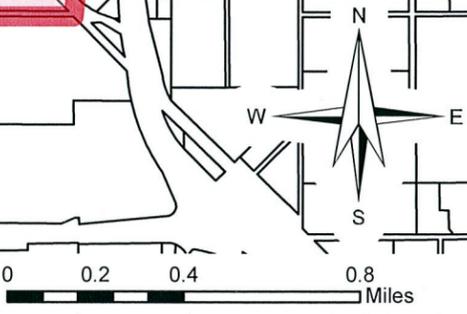
Avenue 24

Highway 152

Highway 99

Robertson Blvd

Chowchilla Blvd





REPORT TO THE CITY COUNCIL

Council Meeting of February 10, 2015

Agenda Section: NEW BUSINESS

SUBJECT: **Approval of Professional Services Agreement for Planning Services/Special Projects with David Leonard Associates**

Prepared By: Carolyn Lehr, Interim City Administrator

RECOMMENDATION:

Authorize the City Administrator to execute a professional services agreement with David Leonard Associates to perform project specific planning services, including but not limited to the Rancho Calera Project.

HISTORY / BACKGROUND:

With the departure of the City's previous Community and Economic Development Director, it has been necessary to backfill Planning Staff services. The recently hired part time Senior Planner has been effective in covering day-to-day current planning needs at the counter. With the resurgence in activity with the 576 acre Rancho Calera project, the City will be processing the largest development project in its history. With over 2,000 single family homes, commercial development, schools, parks and safety facility, the project is complex and demanding—requiring particular planning expertise in large scale developments.

SITUATION / ANALYSIS:

In anticipation of the ramp-up effort that would be needed to fully respond to the Rancho Calera project, the Interim City Administrator conducted an informal search for professional planning services to augment the City's in-house staff. Mr. Glenn M. Pace of Pembroke Development had already expressed a desire for expeditious processing and staff response times by the City in order to move the project forward in a timely manner. The developer further expressed a willingness to provide full reimbursement to the City, in order to obtain dedicated and highly responsive processing of planning approvals for Rancho Calera.

After investigating several leads, the City Administrator and City Attorney entered into negotiations with the most qualified individual to fill the need, David Leonard of David Leonard Associates, Riverside California. A review of Mr. Leonard's credentials and large scale project experience (see attached), confirms his suitability for the assignment. Furthermore, the proposed agreement with Mr. Leonard provides the City with the opportunity to tap his expertise for other significant projects that may arise. In these instances, his fees would be either reimbursed by special arrangement by the developer, or paid by the City as appropriate.

FINANCIAL IMPACT:

Mr. Leonard's hourly rate aligns with the fully burdened hourly rate set by the City for a Senior Planner position. This is a discounted fee from Mr. Leonard's normal schedule. The consultant will provide the City with itemized bills and the City is under no obligation for a set minimum. Rancho Calera is the primary project for this agreement, and the fees will be reimbursed to the City through a retainer funded by the developer. Other work that may be performed at the City's request—and at the City's request-- is incidental at this time.

SUPPLEMENTS ATTACHED:

Resolution

Professional Services Contract for Project Specific Planning Services; and
Qualifications and References, David Leonard Associates.

COUNCIL RESOLUTION # -15

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHOWCHILLA APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH DAVID LEONARD ASSOCIATES FOR PLANNING SERVICES/SPECIAL PROJECTS AND AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE ALL RELATED DOCUMENTS

WHEREAS, the City of Chowchilla has a need to supplement its current in-house part-time Planner with advanced planning services specializing in complex, large-scale residential and commercial projects in an expeditious manner in response to the Rancho Calera Project; and

WHEREAS, a developer funded retainer has been established for the reimbursement to the City for such Planning consultant expenses relating to the Rancho Calera project; and

WHEREAS, incidental Planning consultant work as may be assigned to David Leonard Associates by the City for other special projects would be budgeted and typically covered by development fees; and

WHEREAS, David Leonard Associates, was judged as well-qualified to perform the advanced planning services required, based on the experience and qualifications of Mr. Leonard; and

WHEREAS, David Leonard Associates has offered to perform the work for a rate of \$75 per hour plus travel expenses, which City staff believes is fair and reasonable;

NOW, THEREFORE, LET IT BE RESOLVED that the City Council of the City of Chowchilla hereby resolves, finds and orders as follows:

1. The above recitals are true and correct.
2. The City Administrator is hereby authorized to execute a Professional Services Agreement with David Leonard Associates for project specific planning services, including but not limited to the Rancho Calera Project.
3. This resolution is effective immediately upon adoption.

PASSED AND ADOPTED by the City Council of the City of Chowchilla this 10th day of February 2015 by the following vote to wit:

AYES:

NAYS:

ABSENT:

ABSTAIN:

Richard Walker, Mayor

ATTEST:

Nanci C. O. Lima, MMC
City Clerk

**CITY OF CHOWCHILLA
PROFESSIONAL SERVICES CONTRACT FOR
PROJECT SPECIFIC PLANNING SERVICES**

In consideration of their mutual obligations, this agreement is entered into this ___ day of January, 2015, by and between the City of Chowchilla, California and David Leonard, doing business as David Leonard Associates.

AGREEMENT

1. DEFINITIONS.

1.1 Contract: This document.

1.2 City: The City of Chowchilla a public body, corporate and politic, and which as the address of 130 S. Second Street, Chowchilla, California 93610.

1.3 Consultant: David Leonard, an individual doing business as David Leonard Associates, 1770 Iowa Avenue, Suite 100, Riverside, CA 92507, (951) 782-9868, Fax (951) 782-0723, email leonarddla@earthlink.com.

1.5 City Project Manager: Individual designated by the City to represent the City before the Consultant on all matters relating to this Contract. The City Project Manager for this Contract is: Carolyn Lehr, or subsequently hired City Administrator, 130 S. Second Street, Chowchilla, California 93610, (559) 665-8615.

1.6 Scope of Work: Act as the City's planner by performing the full range of planning duties as to specific projects only, including but not limited to the Rancho Calera Project. These duties shall include, but not be limited to the following:

- a. Conducting detailed and timely review of plans for environmental, architectural, zoning, and general and specific plan requirements.
- b. Apply federal, state and local laws, ordinances, regulations, and policies related to municipal planning and land development to the assigned project(s).
- c. Perform field surveys to identify problems and ensure conformance with applicable requirements.
- d. Discuss recommendations with builders, developers, architects, and real estate professionals.
- e. Provide information and assistance to City staff, developers, planners, engineers, architects, consultants, property owners, the general public, and external agencies on assigned projects.
- f. Review permit applications and assess fees as appropriate.
- g. Establish conditions for project approval by analyzing project with respect to relevant laws, ordinances, regulations, and City policy.
- h. Perform field investigations to ensure assigned project(s) conform to zoning codes, design regulations and/or approved plans.
- i. Perform design conformance plan checks.
- j. Assist permit applicants to satisfy conditions of approval.
- k. Perform and/or coordinate the preparation of environmental impact analyses, including the preparation of requests for proposals, if necessary.

1.7 Task Schedule: The schedule by which the Scope of Work shall be performed. The Task Schedule for this Contract is as follows:

Performing Party	Task To Be Performed	Deadline for Completion
Consultant	Scope of Services	Upon City's request and in compliance with applicable laws, ordinances, and/or regulations.
City	Payment	Upon terms described in Section 4.

1.8 Contract Price: The maximum amount that the City is required to pay Consultant under this Contract. The Contract Price for this Contract is \$75 per hour of service Consultant provides to the City at the City's request. Consultant's hourly rate shall be billed to the City in increments of 1/2 of an hour. Compensation for travel to the City of Chowchilla, authorized in advance by the City, shall be charged at a fixed rate of \$750 per trip. A trip to the City of Chowchilla shall consist of both travel to and from the City. Should the City agree that an overnight stay in Chowchilla is required, a charge of \$100 will be due to Consultant, in addition to the travel charge of \$700 and Consultant's hourly rate for services provided. Consultant's hourly rate shall never be charged to the City for time Consultant spends traveling to or from the City.

2. RESPONSIBILITIES OF CONSULTANT.

2.1 Scope of Services. Consultant promises and agrees to faithfully do and perform the Scope of Services in strict accordance to the terms of this Contract according to the standards observed by a competent practitioner of the profession in which Consultant is engaged in the geographical area in which Consultant practices its profession and to the City's sole satisfaction. Unless a task is expressly described in the Scope of Work as one that is not mandatory, each task described in the Scope of Work is a mandatory obligation and must be completed as provided in the Task Schedule. Consultant is not authorized to perform any services or incur any costs whatsoever under the terms of this Contract until receipt of authorization from the City. Consultant will, at its own cost and expense, furnish all necessary labor, materials, tools, services, and incidental and customary work necessary to fully and adequately perform the Scope of Services. Consultant shall comply with all applicable provisions of state law, including but not limited to those regarding apprentices, and prevailing wages. Consultant shall not perform any Scope of Service that requires travel at City's expense until and unless the City authorizes such travel.

2.2 Warranty. Consultant agrees and represents that it is qualified to properly provide the Scope of Services in a manner consistent with the generally accepted standards of Consultant's profession. Consultant further represents and agrees that it will perform the Scope of Services in a legally adequate manner in conformance with applicable federal, state and local laws and guidelines.

2.3 Coordination of Services. Consultant agrees to work closely with City staff in the performance of the Scope of Services and shall be available to City staff and/or other City agents or consultants at all reasonable times. The City Project Manager shall be Consultant's direct City contact. Coordination efforts shall be through the City Project Manager. City may monitor the adequacy of Consultant's performance in any manner which City deems most effective. Consultant must cooperate with City in such monitoring. If requested by City staff, in writing, Consultant must provide City with detailed reports outlining the most current status involving all City activities and projects being handled by Consultant. City shall have the right to audit such reports, including the right to review all records of Consultant related to such reports.

2.4 Independent Consultant; Control and Payment of Subordinates. Consultant enters into this Contract as an independent contractor and not as an employee of the City. Consultant shall have no power or authority by this Contract to bind the City in any respect. Nothing in this Contract shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractor hired or retained by Consultant are employees, agents, contractors or subcontractors of the Consultant and not of the City. The City shall not be obligated in any way to pay any wage claims or other claims made against Consultant by any such employees, agents, contractors or subcontractors or any other person resulting from performance of this Contract. Consultant shall, at its sole cost and expense, provide all facilities, supplies and equipment necessary to perform the services required by this Contract.

2.5 Interest in Contract. Consultant covenants that neither it, nor any of its employees, agents, contractors or subcontractors has any interest, nor shall they acquire any interest, direct or indirect, in the subject of the Contract, nor any other interest which would conflict in any manner or degree with the performance of its services hereunder.

2.6 Disclosures. Consultant shall make all disclosures required by the City's conflict of interest code in accordance with the category designated by the City, unless the City Administrator or the City Council determines in writing that Consultant's duties are more limited in scope than is warranted by the category designated by the City Code and that a narrower disclosure category should apply. Consultant also agrees to make disclosure in compliance with the City conflict of interest code if, at any time after the execution of this Contract, City determines and notifies Consultant in writing that Consultant's duties under this Contract warrant greater disclosure by Consultant than was originally contemplated. Consultant shall make disclosures in the time, place and manner set forth in the conflict of interest code and/or as directed by the City.

2.7 Books and Records. Consultant shall maintain and keep books and records on a current basis, recording all transactions pertaining to this Contract in a form in accordance with generally acceptable accounting principles. Said books and records shall be made available to the City, the State of California, the Federal government, and to any authorized representative thereof for the purposes of audit at all reasonable times and places. All such books and records shall be retained for such periods of time as required by law, provided, however, notwithstanding any shorter periods of retention, all books, records, and supporting detail shall be retained for a period of at least four (4) years after the expiration of the term of this Contract.

2.8 Ownership of Work Product/ No Intellectual Property Rights or Artist's Rights in Contract Work. Upon delivery, the work product, including without limitation, all original reports, writings, recordings, drawings, files, and detailed calculations developed under this Contract are the City's property. Consultant and any person or entity acting on behalf of Consultant shall not obtain nor have, and expressly waives, any rights, in law or in equity, in any intellectual property developed in furtherance of this Contract, including without limitation, copyright, trademark, service mark, patent or rights of an artist in a work of art. Artists preparing any artwork under this Contract waive any rights to notice or to take any action regarding the use, removal, relocation or destruction of any artwork so prepared. Consultant represents and acknowledges that Consultant has or shall obtain such waivers in writing for all persons or entities doing work under this Contract.

3. TASK SCHEDULE.

3.1 Schedule of Services. The Scope of Work shall be undertaken and completed in a prompt and timely manner, pursuant to Task Schedule, unless the term of this Contract is otherwise terminated or extended.

3.2 Extension of Time. Consultant may, for good cause, request extensions of time to perform the Scope of Services. Such extensions shall be authorized in advance by the City in writing and shall be incorporated in written amendments to this Contract.

4. FEES AND PAYMENTS.

4.1 Compensation. City is not obligated to pay Consultant more than the Contract Price during the term of this Contract. City is not obligated to make any payment under this Contract for so long as Consultant is in material default of this Contract. Except as specified in writing in this Contract, City is not obligated or liable under this Contract to any party other than Consultant.

4.2 Invoices. As a condition for payment, Consultant must submit monthly billing statements. Such billing statements shall specify the dates on which the work was performed; the nature of the work performed; the amount of time required to perform the work; the name of the individual performing each element of the work; the respective hourly billing rates, if applicable; a list of all expenses for which reimbursement is sought; and the requested payment date. City's payments are subject to a final audit upon completion of services or other termination of this Contract.

4.3 Certification of Funds; Budget and Fiscal Provisions; Termination in the Event of Non-Appropriation. This Contract is subject to the budget and fiscal provisions of applicable laws, the City Municipal Code and Ordinances, and rules of the City. Unless otherwise stated in this Contract, charges will accrue only after execution of this Contract. This Contract will terminate without penalty, liability, or expense of any kind to City at the end of any fiscal year if funds are not appropriated for the next succeeding fiscal year towards fulfilling the terms of this Contract. If funds are appropriated for a portion of the fiscal year, this Contract will terminate, without penalty, liability, or expense of any kind at the end of the term for which funds are appropriated. This Contract will terminate if funds that were previously appropriated for this Contract are reduced, eliminated, and/or re-allocated by City as a result of mid-year budget reductions. City has no obligation to make appropriations for this Contract in lieu of appropriations for new or other agreements. City budget decisions are subject to the discretion of the City Administrative Officer and the City Council. Consultant assumes the risk of possible non-appropriation is part of the consideration for this Contract.

4.4 Payment of Taxes. Consultant is solely responsible for the payment of employment taxes, or any federal or state taxes, incurred as a result of, or in association with performance of the Scope of Services.

5. SUBCONTRACTING/HIRING OTHERS

5.1 Prior Approval Required. Consultant shall not subcontract any portion of the Scope of Services, hire consultants, specialists, experts or other third parties, or incur any obligation to pay any of them, except as expressly stated herein, without prior written approval of City. Contracts with third parties, if any, shall contain a provision making them subject to all provisions stipulated in this Contract. City's prior written approval shall not create any obligation of the City with regard to any such third party. Consultant has no authority to, and must not purport to, employ, hire or contract with any such third party as agent of the City or otherwise on behalf of City.

5.2 Consultant Is Responsible. Should the City authorize and Consultant hire any third parties to assist in any manner in the performance of the Scope of Services, Consultant shall be as fully responsible to City for the acts and omissions of the third parties and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by Consultant.

6. CHANGES

6.1 The Parties may, from time to time, request changes in the Scope of Services. Such changes, including any increase or decrease in the amount of the Contract Price and/or the Task Schedule must be mutually agreed to and authorized in advance by the City in writing. Mutually agreed changes shall be incorporated in written amendments to this Contract.

7. INDEMNIFICATION

7.1 Except to the extent of active negligence, willful misconduct or gross negligence on the part of City, Consultant shall indemnify, save harmless and defend, to the fullest extent permitted by law, the City, its respective employees, elected or appointed officials, and agents from liability, claims, demands, attorneys' fees, or litigation and related costs, including without limitation, court costs, and investigator, witness, arbitrator, and mediator fees, for any injury or damages to persons or property resulting from Consultant's prosecution of work under the Contract, or otherwise related to this Contract, whether caused, in whole or in part, by an intentional act, negligent act or omission by Consultant, its officers, employees, or agents.

8. INSURANCE

8.1 Time for Compliance. During the term of this Contract, Consultant must maintain the following insurance coverage from a company or companies with a current A.M. Best's rating of no less than A:VII and authorized to do business in the State of California or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law. Failure to maintain the required insurance is a material breach of this Contract. Before beginning any work under this Contract, Consultant must provide City with certificates of insurance or copies of the insurance policies, in a form reasonably acceptable to the City, demonstrating the required coverage, and the required endorsements naming City as an additional insured. Consultant shall also not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the City that the subcontractor has secured all insurance required under this Section.

8.2 Types of Required Coverages. As a condition precedent to the effectiveness of this Contract for work to be performed hereunder and without limiting the indemnity provisions of the Contract, the Consultant in partial performance of its obligations under such Contract, shall procure and maintain in full force and effect during the term of the Contract, the following policies of insurance:

8.2.1 Commercial General Liability: Commercial General Liability Insurance which affords coverage at least as broad as Insurance Services Office "occurrence" form CG 0001, with minimum limits of at least \$1,000,000.00 per occurrence, and \$2,000,000.00 aggregate. Defense costs shall be paid in addition to the limits. The policy shall contain no endorsements or provisions limiting coverage for (1) products and completed operations; (2) contractual liability; (3) third party action over claims; or (4) cross liability exclusion for claims or suits by one insured against another.

8.2.2 Automobile Liability: Automobile Liability Insurance with coverage at least as broad as Insurance Services Office Form CA 0001 covering "Any Auto" (Symbol 1) with minimum limits of \$1,000,000.00 each accident.

8.2.3 Labor Certification: By its signature hereunder, Consultant certifies that it is aware of the provision of Section 3700 of the California Labor Code which requires every employer to be insured against liability for Worker's Compensation, or to undertake self-insurance in accordance with the provisions of that Code, and agree to comply with such provisions before commencing the performance of the Services.

8.2.4 Professional Liability: Professional Liability insurance for errors and omissions with minimum limits of \$1,000,000.00 per claim and \$2,000,000.00 in the aggregate. Covered Professional Services shall specifically include all work to be performed under the Contract. If coverage is written on a claims-made basis, the retroactive date shall precede the effective date of the Contract and continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least three (3) years from termination or expiration of this Contract.

8.3 Commercial General Liability & Automobile Liability Endorsements. The policy or policies of insurance required by Sections 8.2.1 Commercial General Liability and 8.2.2 Automobile Liability shall be endorsed to provide the following:

8.3.1 Additional Insured: The City, its employees, elected or appointed officials, and agents shall be additional insureds with regard to liability and defense of suits or claims arising out of the performance of the Contract. Additional Insured Endorsements shall not (1) be restricted to "ongoing operations"; (2) exclude "contractual liability"; (3) restrict coverage to "sole" liability of Consultant; or (4) contain any other exclusions contrary to the Contract.

8.3.2 Primary Insurance and Non-Contributing Insurance: This insurance shall be primary and any other insurance, deductible or self-insurance maintained by the indemnified parties shall not contribute with this primary insurance.

8.3.3 Severability: In the event of one insured, whether named or additional, incurs liability to any other of the insureds, whether named or additional, the policy shall cover the insured against whom claim is or may be made in the same manner as if separate policies had been issued to each insured, except that the limits of insurance shall not be increased thereby.

8.3.4 Cancellation: The policy shall not be canceled or the coverage suspended, voided, reduced or allowed to expire until a thirty (30) day prior written notice of cancellation has been served upon the City except ten (10) days prior written notice shall be allowed for non-payment of premium.

8.3.5 Duties: Any failure by the named insured to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the indemnified parties.

8.3.6 Applicability: That the coverage provided therein shall apply to the obligations assumed by the Consultant under the indemnity provisions of the Contract, unless the policy or policies contain a blanket form of contractual liability coverage.

8.4 Deductible. Any deductible or self-insured retention must be approved in writing by the City and shall protect the indemnified parties in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention.

8.5 Failure to Maintain Coverage. Consultant agrees to suspend and cease all operations hereunder during such period of time if the required insurance coverage is not in effect and evidence of insurance has not been furnished to the City. The City shall have the right to withhold any payment due Consultant until Consultant has fully complied with the insurance provisions of this Contract. In the event that the Consultant's operations are suspended for failure to maintain required insurance coverage, the Consultant shall not be entitled to an extension of time for completion of the Scope of Services because of production lost during suspension.

8.6 Insurance for Subcontractors. All subcontractors shall be included as additional insureds under the Consultant's policies or the Consultant shall be responsible for causing subcontractors to purchase the appropriate insurance in compliance with the terms of this Contract, including adding the City as an Additional Insured to the subcontractor's policies.

8.7 Failure to Procure or Maintain Insurance. Notwithstanding any other provision herein, and in addition to any other remedies the City may have, if Consultant fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option: (a) Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under this Contract; (b) order Consultant to stop work under this Contract and/or withhold any payment(s) which become due to Consultant hereunder until Consultant demonstrates compliance with the requirements hereof; and/or (c) terminate this Contract. The above remedies are not the exclusive remedies for Consultant's failure to maintain or secure appropriate policies or endorsements. Nothing herein contained shall be construed as limiting in any way the extent to which Consultant may be held responsible for payments of damages to persons or property resulting from Consultant's or its subcontractors' performance of work under this Contract.

9. TERMINATION OF AGREEMENT.

9.1 Contract Term. The term of this agreement shall begin on the Effective Date and shall end at the earlier of (1) 5 p.m. on the Final Date; (2) completion of the Scope of Work; or (3) termination of this Contract as provided for below.

9.2 Grounds for Termination. City may, by written notice to Consultant, terminate all or any part of this Contract at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof. Upon termination, Consultant shall be compensated only for that portion of the Scope of Services that has been adequately rendered to City. If termination is due to Consultant's failure to fulfill its obligations under this Contract, City may take over work and prosecute the same to completion by contract or otherwise, and Consultant shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated, and City may withhold any payments to Consultant for the purpose of setoff or partial payment of the amounts owed to the City.

9.3 Effect of Termination/Expiration. If this Contract is terminated as provided herein, or otherwise at the expiration of this Contract, all finished or unfinished work, products, documents, electronic media, data, studies, artwork, renderings, models, software programs, and reports prepared by Consultant under this Contract shall, at the option of the City, become property of the City. City's exercise of its option to own such properties does not relieve Consultant of liability to City for damages on account of Consultant's default(s), and City may withhold any payments to Consultant for the purpose of setoff until such time as the exact amount of damages due City from Consultant is

determined. Consultant shall be required to provide such document and other information within fifteen (15) days of the City's request.

9.4 Additional Services. In the event this Contract is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

10. ADDITIONAL PROVISIONS.

10.1 Contract Interpretation. Except for matters required by law or expressly stated otherwise, the provisions of the Attachments supersede any provisions of the body of this document with which they conflict.

10.2 Delivery of Notices. All notices permitted or required under this Contract shall be given to the respective parties at the following address or at such other address as the respective parties may provide in writing for this purpose. Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

City:

City of Chowchilla
130 S. Second Street
Chowchilla, California 93610
Attn: City Administrator

Consultant:

David Leonard, dba David Leonard Associates
1770 Iowa Avenue, Suite 100
Riverside, CA 92507

10.3 Laws and Regulations. Consultant shall keep itself fully informed of and in compliance with local, state and federal laws, rules, regulations and ordinances in any manner affecting the performance of the Services, including without limitation City business license requirements and all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for violations of such laws and regulations in connection with Services. If the Consultant performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the City, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend, indemnify and hold City, its elected officials, officers, employees, volunteers and agents free and harmless, pursuant to the indemnification provisions of this Contract, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

10.4 Clayton and Cartwright Acts: Consultant and any and all subcontractors offer and agree to assign to the City all rights, title and interest in and to all causes of action they may have under Section 4 of the Clayton Act (15 USC Section 15) or under the Cartwright Act (Chapter 2, commencing with Section 16700, of Part 2 of Division 7 of the Business and Profession Code) arising from purchases of goods, services or materials pursuant to the Contract or any subcontract.

10.5 Prevailing Wages. Consultant is aware of the Prevailing Wage Laws found in California Labor Code section 1720, et seq., and 1770 et seq., California Code of Regulations, section 16000, et seq., which require the payment of prevailing wage rates and the performance of other requirements on

"public works" and "maintenance" projects. These wages are set forth in the General Prevailing Wage Rates for this project, available from the California Department of Industrial Relations' Internet web site at www.dir.ca.gov. Future effective prevailing wage rates which have been predetermined and are on file with the California Department of Industrial Relations are referenced but not printed in the general prevailing wage rates. If the Scope of Services is subject to the Prevailing Wage Laws, Consultant agrees to fully comply with such Prevailing Wage Laws.

10.6 Equal Opportunity Employment. Consultant shall not engage in unlawful employment discrimination. Such unlawful employment discrimination includes, but is not limited to, employment discrimination based upon a person's race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, gender, citizenship or sexual orientation.

10.7 Attorneys' Fees. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Contract, the prevailing party in such litigation shall be entitled to reasonable attorneys' fees and all other costs of such action.

10.8 Assignment or Transfer. Consultant shall not assign or transfer any interest in this Contract whether by assignment or novation, without the prior written consent of the City, which will not be unreasonably withheld. Provided, however, that claims for money due or to become due to Consultant from the City under this Contract may be assigned to a financial institution or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer, whether voluntary or involuntary, shall be furnished promptly to the City.

10.9 Successors and Assigns. This Contract shall be binding on the successors and assigns of the Parties.

10.10 Amendment; Modification. No supplement, modification or amendment of this Contract shall be binding unless executed in writing and signed by both Parties.

10.11 Waiver. City's failure, at any time, to object to any breach of covenant or obligation, to any failure of performance, or to any other default on the part of the Consultant shall not constitute a continuing waiver of subsequent breaches or defaults. City's making of any payment to the Consultant shall not, under any circumstances, be considered as a waiver by City. City's making of any payment while any breach or default by Consultant exists shall in no way impair any right or remedy available to City related to such breach or default, including without limitation, the right to withhold future payments.

10.12 Entire Agreement. This Contract constitutes the entire agreement between the Parties relative to the Scope of Services. There are no understandings, agreements, conditions, representations, warranties or promises with respect to this Contract, except those contained in or referred to in the writing. To the extent there is any discrepancy in the provisions of any document contained in this Contract, the more specific provision shall prevail.

10.13 Governing Law. This Contract shall be governed by the laws of the State of California. Venue shall be in County of Madera.

10.14 Time of Essence. Time is of the essence for each and every provision of this Contract.

10.15 Interpretation. Since the Parties or their agents have participated fully in the preparation of this Contract, the language of this Contract shall be construed simply, according to its fair meaning, and not strictly for or against any Party.

10.16 No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

10.17 Authority to Enter Contract. Consultant warrants that the individual(s) who signs this Contract has the legal power, right and authority to make this agreement and bind Consultant.

10.18 Invalidity; Severability. If any portion of this Contract is declared invalid, illegal or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

10.19 Counterparts. This Contract may be signed in counterparts, each of which shall constitute an original. PDF, Fax or electronic signatures shall be treated as an original.

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the day and year first above written.

CITY OF CHOWCHILLA

David Leonard

By: _____
John Chavez, Mayor

Attest: _____
Nanci Lima, City Clerk

DAVID LEONARD ASSOCIATES

FIRM PROFILE AND RELEVANT PROJECT EXPERIENCE

David Leonard Associates specializes in land use planning and the preparation of environmental studies on behalf of private sector clients and public agencies. David Leonard Associates was founded in 1996 following 18 years of experience serving the communities of the Inland Empire.

Services include the management and coordination of projects from large-scale master plans to individual zoning and subdivision cases. Mr. Leonard applies his knowledge of the California Environmental Quality Act, and the local Rules to Implement the Act to prepare environmental documents, whether they be comprehensive environmental impact reports or initial studies for small projects. David Leonard Associates is committed to meeting all objectives on behalf of the Client.

David Leonard Associates is accomplished at governmental relations and problem solving. By knowledge of agency procedures and people involved throughout the process, David Leonard Associates is able to identify opportunities to streamline the process while being fully compliant with all procedures.

David Leonard Associates serves in a different capacity as an extension of municipal agency staffs as a contract planner. Current municipalities include the Cities of San Jacinto, and Cathedral City with assignments that include the processing of specific plans, reviewing subdivision maps, preparing environmental studies, drafting ordinances, and processing annexations. Mr. Leonard also processes environmental clearances for various school districts, including Jurupa, Riverside, and Alvord Unified Districts.

RELEVANT PROJECT EXPERIENCE

Alta Cresta Ranch Master Plan Riverside, CA

Alta Cresta Ranch is an 800 acre master plan featuring 2,692 dwelling units, 50 acres of commercial, 19 acres of open space, and institutional uses. This plan encompasses about 40 individual ownerships and was administratively governed by an elected Board of Directors as a non-profit corporation. The project is substantially developed under the provisions of the Specific Plan and is located on Van Buren Blvd, west of Barton Road, west of I-215. The project consists

of a specific plan, EIR, a zone change, and two general plan amendments. The project was controversial because it converted active orange groves to urban development, and caused the extension of services that could induce growth deeper into agriculture lands. Mr. Leonard authored and managed all documentation for this project, as well as project management, leading to its adoption by the Lead Agency: County of Riverside.

Reference:

Gless Ranch, Mr. John Gless
19985 Van Buren Blvd
Riverside, CA 92509
(951) 653-5991
jgless@glessranch.com

BSA Properties Specific Plan Riverside, CA

Mr. Leonard processed a 420 acre master plan community to establish resort and community commercial uses and residential uses on land lying at the west dam face of the Diamond Valley Reservoir in the County of Riverside. Mr. Leonard managed the work effort and completed the environmental documentation for the project. The project also features 100 acres of commercial uses oriented to State Highway 79 (Winchester Rd.), 420 dwellings, a five acre park, and substantial open space. Mr. Leonard served as Project Manager. The project was adopted by the County of Riverside on June 25, 2002. Lead Agency: County of Riverside.

Reference:

Mr. Mark Cooper
23050 Donnoch Court
Murrieta, CA 92562
MRCooper@sbcglobal.net

North City Extended Specific Plan and EIR City of Cathedral City, CA

Mr. Leonard was the case planner assigned to managing this 591-acre master plan through the entitlement process. The plan features 65 acres of Mixed-Use Urban that would support vertical forms of business and residential development; 115 acres of Mixed-Use Neighborhood development for small lot residential use; 74 acres of Industrial; 240 acres of Open Space, primarily encompassing storm water basins; and 95

QUALIFICATIONS AND REFERENCES

acres committed to streets, easements, and other rights-of-way. The Plan was adopted by the City of Cathedral City of January 14, 2014.

Reference:

Leisa Lukes, Economic Development Manager
City of Cathedral City
68-700 Avenida Lalo Guerrero
Cathedral City, CA 92234
llukes@cathedralcity.gov



**DAVID LEONARD
ASSOCIATES**

David Leonard
Principal

Mr. Leonard has over 30 years of experience in all phases of planning. Prior to forming David Leonard Associates in 1996, Mr. Leonard was a Principal with Inland Planning Services since 1992. He served as Deputy Director of Planning for J.F. Davidson following service as an Associate Planner with the County of Riverside. His public agency experience has also provided him with an in-depth understanding of public ordinances and procedures. Mr. Leonard has authored numerous specific plans, environmental documents, feasibility reports, and other forms of planning studies.

Mr. Leonard has served as Director of the 400-member American Planning Association, Inland Empire Section. He was a member of the Riverside City Board of Zoning Adjustment and Administrative Appeals from 1987 through 1996, and the Riverside City Planning Commission from 1999-2007. Mr. Leonard chaired the Planning Commission three times, and guided the review of a Comprehensive General Plan and associated plans. Mr. Leonard has served as Director of the Moreno Valley Chamber of Commerce General Plan Advisory Committee and the Norco Development Advisory Task Force. Mr. Leonard is presently a member of the Riverside City Planning Commission. He has served three terms as Chairman of the Planning Commission, that included hearings and action on a new General Plan, Zoning Ordinance, Subdivision Ordinance, Design Guidelines, and Environmental Impact Report. Also during his tenure on the Planning Commission, Mr. Leonard Chaired the Riverside General Plan Citizen's Advisory Committee laying the groundwork for a new general plan.

Mr. Leonard received a Bachelor of Science in Public Administration from California Baptist College, and completed graduate work in Financing Economic Development and Advanced Management Program at the University of California, Riverside.



REPORT TO THE CITY COUNCIL

Council Meeting of February 10, 2015

Agenda Section: NEW BUSINESS

SUBJECT: **Consideration of Mayor Appointing a Council Member to Attend High Speed Rail Meetings**

Authorized By: Nanci Lima, City Clerk

Approved By: Carolyn Lehr, Interim City Administrator

RECOMMENDATION:

Council discretion.

HISTORY / BACKGROUND:

There has been some discussion of a Council Member attending staff level meetings with the High Speed Rail Authority. Since staff level meetings are much less formal and open in exchange of information; the attendance by a Council Member would be with the approval of the High Speed Rail participants.

FINANCIAL IMPACT:

There is no financial impact.



REPORT TO THE CITY COUNCIL

Council Meeting of February 10, 2015

Agenda Section: NEW BUSINESS

SUBJECT: **Consideration of Re-Appointment to the Madera County Mosquito and Vector Control District**

Authorized By: Nanci Lima, City Clerk

Approved By: Carolyn Lehr, Interim City Administrator

RECOMMENDATION:

That Council re-appointment David Bump to the Madera County Mosquito and Vector Control District.

HISTORY / BACKGROUND:

The Madera County Mosquito and Vector Control District notified (attached) the City of the expiring Trustee term. The District has indicated that Mr. Bump has expressed a desire to continue serving the Madera County Mosquito and Vector Control District.

FINANCIAL IMPACT:

There is no financial impact.

ATTACHMENT:

Letter from the District.



MADERA COUNTY MOSQUITO AND VECTOR CONTROL DISTRICT

3105 AIRPORT DRIVE
MADERA, CALIFORNIA 93637
TELEPHONE (559) 662-8880
FAX NUMBER (559) 662-8883
E-MAIL leoi_mmvcd@unwiredbb.com

BOARD OF TRUSTEES

MINNIE AGUIRRE, PRESIDENT
PETE FRY, VICE PRESIDENT
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DAVID BUMP
DONALD HORAL
DENNIS MEISNER
JOHN SILVA

DISTRICT PERSONNEL

LEONARD IRBY, MANAGER
ALEX SCALZO, FIELD FOREMAN
MONICA MARTINEZ, SECRETARY/BOOKKEEPER
WILLIAM ROWLES, MECHANIC

January 13, 2015

To: City of Chowchilla
City Clerk:
130 S. Second Street
Civic center Plaza
Chowchilla, Ca. 93610

This is to advise the Board, the term of office of the following trustees of the Madera County Mosquito and Vector Control District will soon expire.

David Bump
317 Circle Drive
Chowchilla, Ca. 93610
(209) 769-1180

The above named individual has done an excellent job serving as Board Trustee and has expressed the desire to continue serving on the Board of Trustees for the Madera County Mosquito and Vector Control District.

Sincerely

A handwritten signature in blue ink, appearing to read "L. Irby".

Leonard Irby
District Manager