



## AGENDA

### REGULAR MEETING

### JOINT CHOWCHILLA CITY COUNCIL / ★ REDEVELOPMENT SUCCESSOR AGENCY

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

**March 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](http://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

#### OPEN SESSION – 7:00 PM

PLEDGE OF ALLEGIANCE:

INVOCATION:

CLOSED SESSION REPORT:

#### CEREMONIAL / PRESENTATIONS – Section 1

None

#### 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

- **Update on the Non-Performance of Chowchilla Youth Soccer League (City Attorney)**
- **Police Department Update regarding Programs and Initiatives (Riviere)**

## **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 February 18, 2015 Special Meeting (Lima) [Pg. 4](#)**
- 3.2 Approval of Council Minutes from the February 24, 2015 Meeting (Lima) [Pg. 6](#)**
- 3.3 Approval of Council Minutes from the March 2, 2015 Special Joint Meeting (Lima) [Pg. 10](#)**
- 3.4 Approval of General Payments and Payroll for the Month of February, 2015 (Pruett) [Pg. 11](#)**

## **PUBLIC HEARINGS – Section 4**

## **DEFERRED BUSINESS – Section 5**

## **NEW BUSINESS – Section 6**

- 6.1 Council Resolution # -15, Consideration of Appointing and Airport Manager (Lehr) [Pg. 31](#)**

- 6.2 Council Resolution # -15, Authorization for the Sale of Potable Water to Madera County (Locke) Pg. 33
- 6.3 Consideration of Madera County Economic Development Commission's 2015-2016 Budget (Locke) Pg. 40
- 6.4 Council Resolution # -15, Approval of Amending the Procurement Policy of the City (Pruett) Pg. 44
- 6.5 Consideration of the Downtown Beautification Ad Hoc Committee Members (Perkins) Pg. 102

**ANNOUNCEMENTS – Section 7**

- Mar 12 Chowchilla Western Stampede Royalty Contest – Chowchilla Fairgrounds 6:00 PM
- Mar 13 Chowchilla Western Stampede Cattle Drive – Robertson Boulevard 10:00 AM
- Mar 13-15 Chowchilla Western Stampede Roping Events – Chowchilla Fairgrounds 8:00 AM
- Mar 14 Chowchilla Girls Softball Opening Day – Edward Ray Park TBD
- Mar 14 Redskin Band Booster Spaghetti Dinner - Chowchilla Fairgrounds 5:30 PM
- Mar 14 CCWA Crab Feed – Chowchilla Fairgrounds 6:00 PM
- Mar 18 Planning Commission Meeting – Chowchilla City Hall 7:00 PM
- Mar 20 City Offices Closed
- Mar 20-22 Chowchilla Western Stampede Barrel Races – Chowchilla Fairgrounds 9:00 AM
- Mar 24 City Council Meeting – Chowchilla City Hall 7:00 PM

**ADJOURNMENT**

**PUBLIC NOTIFICATION**

I, Joann McClendon, Deputy 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 March 10, 2015 at the Chowchilla Civic Center, 130 S Second Street on March 5, 2015 at 2:30 p.m.

\_\_\_\_\_/s/\_\_\_\_\_  
 Joann McClendon  
 Deputy City Clerk



**MINUTES  
SPECIAL MEETING  
JOINT CHOWCHILLA CITY COUNCIL /  
★ REDEVELOPMENT SUCCESSOR AGENCY AND  
PLANNING COMMISSION**

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

**FEBRUARY 18, 2015**

**OPEN SESSION – 6:00 PM**

**CALL TO ORDER**

**PLEDGE OF ALLEGIANCE:** Council Member Gaumnitz

**INVOCATION:** Council Member Walker

**ROLL CALL**

Mayor/Chairman: John Chavez

Mayor Pro Tem/Vice Chair: Waseem Ahmed

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

Planning Commission Members: Wayne Chapman, Janan Hebert, Sybrand Vander Dussen,

Parks & Recreation Commission Member: Michelle Bennett

**Absent:** Mayor Pro Tem/Vice Chair: Waseem Ahmed  
Council/Board Member: Dennis Haworth  
Planning Commission Member: Ray Barragan, Rhonda Cargill, John Weidert,  
Nina Zarucchi-Mize

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

**CEREMONIAL / PRESENTATIONS – Section 1**

**1.1 Oath of Office –**  
Planning Commission Member Janan Hebert

**PUBLIC ADDRESS**

There were no comments.

**NEW BUSINESS – Section 2**

**2.1 AB 1234 Ethics Training Session Provided by the City Attorney**

City Attorney Crane provided the two hour State Mandated AB 1234 Ethics Training.

<b>ADJOURNMENT</b>
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Motion by Council Member Walker, seconded by Council Member Gaumnitz to adjourn the February 18, 2015 Special City Council Meeting at 8:03 p.m. Motion passed unanimously by voice vote.

ATTEST:

APPROVED:

\_\_\_\_\_  
Nanci C. O. Lima, MMC  
City Clerk

\_\_\_\_\_  
Mayor John Chavez



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

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

**February 24, 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**

**CLOSED SESSION – 6:30 PM**

1. **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 Haworth

**INVOCATION:** Alfred Hansen

**CLOSED SESSION REPORT:** Council provided direction to staff.

**CEREMONIAL / PRESENTATIONS – Section 1**

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

- 1.2 **Presentation by the High Speed Rail Authority**

Ms. Gomez from High Speed Rail updated the Council on the proposed Wye for the High Speed Rail project.

## **PUBLIC ADDRESS**

Jackie Flanagan invited local businesses to the Coffee with Police Chief Thursday morning at 8 am.

Sandy Caracciolo requested Council consider a dog park in town.

## **COUNCIL AND STAFF REPORTS – Section 2**

### **2.1 COUNCIL REPORTS**

Legislative Items  
Oral / Written Reports

Council Member Gaumnitz reported that she had attended the Chowchilla Athletic Foundation dinner.

Mayor Chavez invited people to attend this meeting to discuss securing traffic measures on Robertson Blvd. due to a recent pedestrian vehicle accident. Staff outlined the Caltrans process.

Spoke:  
Scott Thompson  
Donna Faria

### **2.2 COLLABORATIVE AGENCY COMMITTEE UPDATES**

Oral / Written Reports

### **2.3 STAFF REPORTS**

Written/Oral Reports

#### **Monthly Budget Summary (Pruett)**

Finance Director Pruett reviewed the new monthly budget summary with the Council.

#### **Update City Administrator Recruitment (Lima)**

City Clerk Lima updated the Council on the City Administrator recruitment process including proposed interview panel dates.

## **CONSENT CALENDAR – Section 3**

### **3.1 Approval of Council Minutes from the February 10, 2015 Meeting (Lima)**

### **3.2 Authorize the Fire Chief to Submit an Application for Personnel Funding under the FEMA Staffing for Adequate Fire and Emergency Response (SAFER) Grant Program (Turner)**

### **3.3 Council Resolution # 14-15, Declaring Certain City Equipment and Vehicles as Surplus and Authorizing for its Disposal by Charitable Donation and Auction (Turner)**

Spoke:

Jack Reeves

*Motion by Council Member Walker seconded by Mayor Pro Tem Ahmed to approve the Consent Calendar as presented. Motion passed unanimously by roll call vote.*

**PUBLIC HEARINGS – Section 4**

**DEFERRED BUSINESS – Section 5**

**NEW BUSINESS – Section 6**

**6.1 Authorization to Enter Into a Public Private Partnership Agreement with Alview-Dairyland Union School District (ADUSD) for Sponsorship of Federal Congestion Mitigation and Air Quality Grant Funding That Includes no Contribution of City Funds and Authorize the City Administrator to Execute the Agreement (Lima)**

Spoke:  
Loren York

*Motion by Council Member Haworth seconded by Mayor Pro Tem Ahmed to approve Authorization to Enter Into a Public Private Partnership Agreement with Alview-Dairyland Union School District (ADUSD) for Sponsorship of Federal Congestion Mitigation and Air Quality Grant Funding That Includes no Contribution of City Funds and Authorize the City Administrator to Execute the Agreement. Motion passed unanimously by roll call vote.*

**6.2 Approval Drug and Alcohol Policy as Required by the Federal Transit Administration (Lima)**

*Motion by Council Member Walker seconded by Council Member Gaumnitz to approve Drug and Alcohol Policy as Required by the Federal Transit Administration. Motion passed unanimously by roll call vote.*

**6.3 ★Agency Resolution # 01-15, Approving Recognized Obligation Payment Schedule 15-16A for the Period from July 1 – December 31, 2015 for the Successor Agency of the Chowchilla Redevelopment Agency (Pruett)**

*Motion by Board Member Haworth seconded by Board Member Walker to approve Resolution #01-15, Approving Recognized Obligation Payment Schedule 15-16A for the Period from July 1 – December 31, 2015 for the Successor Agency of the Chowchilla Redevelopment Agency. Motion passed unanimously by roll call vote.*

**6.4 ★Agency Resolution # 02-15, Approval of the Long Range Property Management Plan as Required by AB 1484 for the Disposition of Successor Agency Properties (Pruett)**

*Motion by Board Member Walker seconded by Board Member Haworth to approve Resolution #02-15, Approval of the Long Range Property Management Plan as Required by AB 1484 for the Disposition of Successor Agency Properties. Motion passed unanimously by roll call vote.*

**6.5 Council Resolution # 15-15 Approval of Proposed 2015 City Community Events Schedule (Piepenbrok)**

Spoke:  
Sandy Caracciolo

*Motion by Council Member Haworth seconded by Council Member Gaumnitz to approve Resolution #15-15 approving the Proposed 2015 City Community Events Schedule. Motion passed unanimously by roll call vote.*

**6.6 Council Resolution # -15, Replace the Key Messaging Point No. 3 in the Approved Chowchilla Communications Plan (Piepenbrok)**

*Motion by Council Member Ahmed seconded by Council Member Gaumnitz to defer the item to the March 24, 20215 meeting. Motion passed unanimously by roll call vote.*

**6.7 Council Resolution # 16-15, Approving Council Policy Regarding the Use of the City Seal and Logo (Piepenbrok)**

*Motion by Council Member Haworth seconded by Council Member Ahmed to approve Resolution #16-15, Approving Council Policy Regarding the Use of the City Seal and Logo. Motion passed unanimously by roll call vote.*

**ANNOUNCEMENTS – Section 7**

Feb 26 RDA Successor Agency Meeting – Chowchilla City Hall 9:00 AM  
Feb 26 Edward Ray Park Dedication - 4:00 PM  
Mar 6 City Offices Closed  
Mar 7 Chowchilla Little League Opening Day – RC Wisener Park TBD  
Mar 7 Rotary Club Crab Feed – Chowchilla Fairgrounds 6:00 PM  
Mar 8 Daylight Saving Time Begins, 2:00am  
Mar 10 City Council Meeting – Chowchilla City Hall 7:00 PM

**ADJOURNMENT**

Motion by Council Member Walker seconded by Mayor Pro Tem Ahmed to adjourn the February 24, 2015 Joint City Council/ Redevelopment Successor Agency meeting at 9:10 p.m. Motion passed unanimously by voice vote.

ATTEST:

APPROVED:

\_\_\_\_\_  
Nanci C. O. Lima, MMC  
City Clerk

\_\_\_\_\_  
Mayor John Chavez



**MINUTES  
SPECIAL MEETING**

**JOINT CHOWCHILLA CITY COUNCIL /  
★ REDEVELOPMENT SUCCESSOR AGENCY**

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

**March 2, 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 and City Clerk Nanci Lima

**PLEDGE OF ALLEGIANCE:** Mayor Chavez

**INVOCATION:** Council Member Walker

**PUBLIC ADDRESS – CLOSED SESSION**

There was no one in the audience.

**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

**CLOSED SESSION REPORT:** Direction was given to staff by Council.

**ADJOURNMENT**

Motion by Council Member Haworth, seconded by Council Member Walker to adjourn the Special Meeting of the Joint Chowchilla City Council /Redevelopment Successor Agency adjourned at 6:56 p.m.

ATTEST:

APPROVED:

\_\_\_\_\_  
Nanci C. O. Lima, MMC  
City Clerk

\_\_\_\_\_  
Mayor John Chavez



# REPORT TO THE CITY COUNCIL

Council Meeting of March 10, 2015

**Agenda Section:** CONSENT

**SUBJECT:** **Consideration of Monthly Invoice Payment Authorization Request**

**Prepared By:** Irene Fisher, Senior Accountant

**Authorized By:** Rod Pruett, Finance Director

**Approved By:** Carolyn Lehr, Interim City Administrator

## **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
02/15	02/03/2015	45567	12601	Prosperi, Rebecca	deposit refund for 11373 Mission Hills Terrace	205-0200-0000-0436-000	54.05- V
Total 45567:							54.05-
02/15	02/02/2015	45662	336	Alliant Insurance Service Inc.	Renewal of Airport Insurance 02/2015-02/2016	330-3805-0000-3410-000	4,000.00
Total 45662:							4,000.00
02/15	02/02/2015	45663	421	AmeriPride	Supplies for the Senior Center	100-6615-0000-3152-000	33.68
02/15	02/02/2015	45663	421	AmeriPride	Supplies for the WWTP	215-5705-0000-3152-000	15.68
02/15	02/02/2015	45663	421	AmeriPride	supplies for Civic Center	100-1705-0000-3152-001	59.18
Total 45663:							108.54
02/15	02/02/2015	45664	12493	Baker Supplies and Repairs	Supplies for the Streets Dept	305-3620-0000-3016-000	85.99
02/15	02/02/2015	45664	12493	Baker Supplies and Repairs	Repairs to streets cut off saw	305-3620-0000-3016-000	240.56
Total 45664:							326.55
02/15	02/02/2015	45665	12447	Blue Line Rental	Equipment Rental for Dead End barrier Repairs	305-3620-0000-3170-000	618.05
Total 45665:							618.05
02/15	02/02/2015	45666	1281	BSK Associates	Water Dept testing	205-7605-0000-3502-000	225.00
02/15	02/02/2015	45666	1281	BSK Associates	Waste Water Testing	215-5705-0000-3502-000	65.00
02/15	02/02/2015	45666	1281	BSK Associates	Water Dept testing	205-7605-0000-3502-000	150.00
02/15	02/02/2015	45666	1281	BSK Associates	Waste Water Minerals Testing	215-5705-0000-3502-000	1,000.00
02/15	02/02/2015	45666	1281	BSK Associates	Waste Water Testing	215-5705-0000-3502-000	1,190.00
02/15	02/02/2015	45666	1281	BSK Associates	Water Dept testing	205-7605-0000-3502-000	439.00
02/15	02/02/2015	45666	1281	BSK Associates	Water Dept testing	205-7605-0000-3502-000	275.00
02/15	02/02/2015	45666	1281	BSK Associates	Water Dept testing	205-7605-0000-3502-000	344.00
02/15	02/02/2015	45666	1281	BSK Associates	Waste Water Testing	215-5705-0000-3502-000	130.00
02/15	02/02/2015	45666	1281	BSK Associates	Waste Water Testing	215-5705-0000-3502-000	65.00
02/15	02/02/2015	45666	1281	BSK Associates	Water Dept testing	205-7605-0000-3502-000	344.00
02/15	02/02/2015	45666	1281	BSK Associates	Waste Water Testing	215-5705-0000-3502-000	65.00

M = Manual Check, V = Void Check

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice GL Account	Check Amount
Total 45666:							4,292.00
02/15	02/02/2015	45667	1781	Caselle, Inc.	Contracted Support Services For December 2014	602-1715-0000-3024-000	340.00
Total 45667:							340.00
02/15	02/02/2015	45668	1966	Chamber of Commerce	Tickets for Annual Awards Dinner-Chavez/Ahmed	100-1605-0000-3074-001	70.00
Total 45668:							70.00
02/15	02/02/2015	45669	2046	Chem Quip	Chlorine for Water Wells;	205-7605-0000-3466-000	561.66
Total 45669:							561.66
02/15	02/02/2015	45670	2131	Chowchilla Dolt Best	Small tools/ Streets dept	305-3620-0000-3206-000	5.72
02/15	02/02/2015	45670	2131	Chowchilla Dolt Best	Supplies for the Parks dept	100-6620-0000-3206-000	34.07
02/15	02/02/2015	45670	2131	Chowchilla Dolt Best	Supplies for the Parks dept	100-6620-0000-3016-000	43.19
02/15	02/02/2015	45670	2131	Chowchilla Dolt Best	Supplies for the Parks Dept	100-6620-0000-3170-000	16.17
02/15	02/02/2015	45670	2131	Chowchilla Dolt Best	Graffiti Abatement supplies	305-3620-0000-3291-000	13.23
02/15	02/02/2015	45670	2131	Chowchilla Dolt Best	Supplies for the Streets Trailer	305-3620-0000-3016-000	10.34
02/15	02/02/2015	45670	2131	Chowchilla Dolt Best	Supplies for the Streets dept	100-6625-0000-3325-000	14.03
02/15	02/02/2015	45670	2131	Chowchilla Dolt Best	Supplies for the parks dept	100-6625-0000-3325-000	11.61
02/15	02/02/2015	45670	2131	Chowchilla Dolt Best	supplies for the Parks dept	100-6620-0000-3206-000	9.17
02/15	02/02/2015	45670	2131	Chowchilla Dolt Best	Supplies for the Parks dept	100-6620-0000-3152-000	17.25
02/15	02/02/2015	45670	2131	Chowchilla Dolt Best	Tools for the Parks Dept	100-6620-0000-3206-000	99.93
02/15	02/02/2015	45670	2131	Chowchilla Dolt Best	Supplies for the WWTP	215-5705-0000-3152-000	6.46
02/15	02/02/2015	45670	2131	Chowchilla Dolt Best	Paint for the Parks	100-6620-0000-3152-000	107.45
02/15	02/02/2015	45670	2131	Chowchilla Dolt Best	Supplies for the Parks dept	100-6620-0000-3152-000	6.45
02/15	02/02/2015	45670	2131	Chowchilla Dolt Best	Supplies for the Streets Dept	305-3620-0000-3016-000	5.18
02/15	02/02/2015	45670	2131	Chowchilla Dolt Best	Supplies for the Streets dept	305-3620-0000-3206-000	19.42
02/15	02/02/2015	45670	2131	Chowchilla Dolt Best	supplies for Civic Center restrooms	100-1705-0000-3152-001	9.50
02/15	02/02/2015	45670	2131	Chowchilla Dolt Best	Supplies for the WWTP	215-5705-0000-3170-000	9.17
02/15	02/02/2015	45670	2131	Chowchilla Dolt Best	supplies for Civic Center	100-1705-0000-3152-001	64.79
Total 45670:							503.13
02/15	02/02/2015	45671	2246	City National Bank	00-023B Streets acct 645094 note 00232	915-9915-0000-4038-000	23,166.54
02/15	02/02/2015	45671	2246	City National Bank	#00-023C Waste Water acct 645094 note 00233	216-5806-0000-4038-000	2,415.52

M = Manual Check, V = Void Check

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice GL Account	Check Amount
Total 45671:							25,582.06
02/15	02/02/2015	45672	11622	Cota Cole LLP	Professional Fees file 10158.000	100-1615-0000-3352-001	9,927.44
02/15	02/02/2015	45672	11622	Cota Cole LLP	Professional Fees	100-1615-0000-3352-001	798.00
02/15	02/02/2015	45672	11622	Cota Cole LLP	Professional Fees file 10158.228	100-1615-0000-3352-001	707.93
02/15	02/02/2015	45672	11622	Cota Cole LLP	Professional Fees 10158.230	100-1615-0000-3352-001	608.00
02/15	02/02/2015	45672	11622	Cota Cole LLP	Professional Fees 10158.227	100-1615-0000-3352-001	229.50
02/15	02/02/2015	45672	11622	Cota Cole LLP	Professional Fees 10158.220	100-1615-0000-3352-001	227.43
02/15	02/02/2015	45672	11622	Cota Cole LLP	Professional Fees 10158.218	100-1615-0000-3352-001	1,846.14
02/15	02/02/2015	45672	11622	Cota Cole LLP	Professional Fees 10158.006	100-1615-0000-3352-001	456.31
02/15	02/02/2015	45672	11622	Cota Cole LLP	Professional Fees 10158.003	100-1615-0000-3352-001	57.00
02/15	02/02/2015	45672	11622	Cota Cole LLP	Professional Fees 10158.002	100-1615-0000-3352-001	3,789.15
02/15	02/02/2015	45672	11622	Cota Cole LLP	Professional Fees 10158.224	100-1615-0000-3352-001	234.00
02/15	02/02/2015	45672	11622	Cota Cole LLP	Professional Fees 10158.005	100-1615-0000-3352-001	114.00
Total 45672:							18,994.90
02/15	02/02/2015	45673	3031	Department of Justice/Acc	Fingerprinting for Dec 2014	100-2610-0000-8918-000	96.00
Total 45673:							96.00
02/15	02/02/2015	45674	3036	Department of Justice/Acc B/A	Blood Alcohol Analysis for Dec 2014	100-2610-0000-3502-000	105.00
Total 45674:							105.00
02/15	02/02/2015	45675	3066	Department of Transportation	Signal & Lighting fee October 2014 - December 2014	305-3620-0000-3172-000	1,849.21
Total 45675:							1,849.21
02/15	02/02/2015	45676	3586	Ernest Packing Solutions-Fresn	Garbage bags / LL District	310-3625-0000-3162-832	270.33
02/15	02/02/2015	45676	3586	Ernest Packing Solutions-Fresn	Restroom supplies for Public Works	205-7605-0000-3152-000	660.95
Total 45676:							931.28
02/15	02/02/2015	45677	3676	Ewing Irrigation Products Inc.	Supplies for the parks dept	100-6620-0000-3016-000	44.84
Total 45677:							44.84

M = Manual Check, V = Void Check

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice GL Account	Check Amount
02/15	02/02/2015	45678	3711	Farmers Hardware	Weedeater repairs/ Parks Dept	100-6620-0000-3016-000	184.37
02/15	02/02/2015	45678	3711	Farmers Hardware	Supplies for the WWTP	215-5705-0000-3020-000	20.06
02/15	02/02/2015	45678	3711	Farmers Hardware	Supplies for the S & L Park	100-6625-0000-3325-000	7.23
02/15	02/02/2015	45678	3711	Farmers Hardware	Supplies for the WWTP	215-5705-0000-3016-000	4.00
02/15	02/02/2015	45678	3711	Farmers Hardware	Parts return/ WWTP	215-5705-0000-3016-000	.26-
02/15	02/02/2015	45678	3711	Farmers Hardware	Parts for the Parks Chain Saw	100-6620-0000-3016-000	48.90
02/15	02/02/2015	45678	3711	Farmers Hardware	Chain saw repair parts	100-6620-0000-3016-000	1.17
02/15	02/02/2015	45678	3711	Farmers Hardware	Water line repair parts	205-7605-0000-3170-000	19.06
02/15	02/02/2015	45678	3711	Farmers Hardware	Supplies for Unit #63	205-7605-0000-3202-000	3.21
02/15	02/02/2015	45678	3711	Farmers Hardware	Locks for the Parks dept	100-6620-0000-3153-000	15.11
02/15	02/02/2015	45678	3711	Farmers Hardware	batteries for smoke Detector	100-4805-0000-3004-000	11.34
02/15	02/02/2015	45678	3711	Farmers Hardware	Supplies for the Water Dept	205-7605-0000-3170-000	6.65
02/15	02/02/2015	45678	3711	Farmers Hardware	Supplies for the WWTP	215-5705-0000-3020-000	37.77
02/15	02/02/2015	45678	3711	Farmers Hardware	Supplies for the Water Dept	205-7605-0000-3170-000	23.16
02/15	02/02/2015	45678	3711	Farmers Hardware	Supplies for Unit #27	100-6620-0000-3202-000	19.35
02/15	02/02/2015	45678	3711	Farmers Hardware	Parts for Unit #364	305-3620-0000-3162-000	8.63
Total 45678:							409.75
02/15	02/02/2015	45679	12212	Fastenal Company	Supplies for the garage	601-3615-0000-3210-000	237.58
02/15	02/02/2015	45679	12212	Fastenal Company	Sign screws for the parks Dept	100-6625-0000-3325-000	13.63
02/15	02/02/2015	45679	12212	Fastenal Company	Supplies for the WWTP	215-5705-0000-3206-000	220.81
02/15	02/02/2015	45679	12212	Fastenal Company	Supplies for the WWTP	215-5705-0000-3206-000	122.86
02/15	02/02/2015	45679	12212	Fastenal Company	Supplies for the WWTP	215-5705-0000-3206-000	67.56
02/15	02/02/2015	45679	12212	Fastenal Company	Graffiti wipes for the parks Dept	100-6620-0000-3153-000	150.30
02/15	02/02/2015	45679	12212	Fastenal Company	Supplies for the garage	601-3615-0000-3210-000	2.38
02/15	02/02/2015	45679	12212	Fastenal Company	supplies for Fire Dept	100-2705-0000-3202-000	10.02
Total 45679:							825.14
02/15	02/02/2015	45680	3736	Ferguson Enterprises, Inc.	Water line repair parts for the Water dept	205-7605-0000-3170-000	391.39
Total 45680:							391.39
02/15	02/02/2015	45681	11475	Goldfarb & Lipman LLP	legal fees	100-1615-0000-3351-000	59.00
Total 45681:							59.00
02/15	02/02/2015	45682	5246	Interstate Battery	battery for PW vehicle	215-5705-0000-3202-000	375.68

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GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice GL Account	Check Amount
Total 45682:							375.68
02/15	02/02/2015	45683	5626	Kellogg Supply	Parts for Unit #364	305-3620-0000-3016-000	865.05
02/15	02/02/2015	45683	5626	Kellogg Supply	Parts for Unit #364	305-3620-0000-3162-000	38.99
02/15	02/02/2015	45683	5626	Kellogg Supply	Repair parts for unit #364	220-3650-0000-3162-000	127.56
02/15	02/02/2015	45683	5626	Kellogg Supply	Returned Parts	305-3620-0000-3162-000	8.39
02/15	02/02/2015	45683	5626	Kellogg Supply	Parts for Unit #364	220-3650-0000-3162-000	1.39
Total 45683:							1,024.60
02/15	02/02/2015	45684	5631	Kelly Moore Paint Company	Paint for Parks restrooms	100-6620-0000-3152-000	166.15
02/15	02/02/2015	45684	5631	Kelly Moore Paint Company	Paint for Parks signs and posts	100-6620-0000-3152-000	110.03
Total 45684:							276.18
02/15	02/02/2015	45685	6191	Mace Pest Control	Monthly Service at the Senior Center	100-6615-0000-3152-000	80.00
Total 45685:							80.00
02/15	02/02/2015	45686	6261	Madera County Clerks Office	general election 11/4/14	100-1610-0000-3376-000	8,831.15
Total 45686:							8,831.15
02/15	02/02/2015	45687	6271	Madera County Economic	FY 14/15 Third Qtr appropriation	425-4950-6529-3332-000	6,460.75
02/15	02/02/2015	45687	6271	Madera County Economic	Economic Summit12/11/14- Lehr, Chavez, Walker, Ahmed	100-1605-0000-3074-001	120.00
Total 45687:							6,580.75
02/15	02/02/2015	45688	11639	MailFinance	postage meter 2/16/15-5/15/15	100-0100-0000-0202-000	523.20
Total 45688:							523.20
02/15	02/02/2015	45689	11541	Meyers Nave	Legal Services	100-1615-0000-3351-000	5,676.00
Total 45689:							5,676.00
02/15	02/02/2015	45690	12282	Mid Valley Disposal Inc.	Disposal Services for City Roll-offs	210-5605-0000-3508-000	332.98

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GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice GL Account	Check Amount
Total 45690:							332.98
02/15	02/02/2015	45691	7176	Myers Stevens & Toohey & Co In	PD Disability Insurance for Feburary 2015	100-2617-0000-3416-000	516.00
Total 45691:							516.00
02/15	02/02/2015	45692	7516	Office Depot	copy room paper	602-1715-0000-3004-001	197.53
02/15	02/02/2015	45692	7516	Office Depot	Office Supplies / Public Works	215-5705-0000-3004-000	6.36
02/15	02/02/2015	45692	7516	Office Depot	supplies for CATX	325-3705-0000-3004-000	172.56
02/15	02/02/2015	45692	7516	Office Depot	Office supplies for the WWTP	215-5705-0000-3004-000	14.59
02/15	02/02/2015	45692	7516	Office Depot	Office Supplies / Public Works	215-5705-0000-3004-000	.54
02/15	02/02/2015	45692	7516	Office Depot	Supplies for Finance	100-1720-0000-3004-000	63.88
Total 45692:							455.46
02/15	02/02/2015	45693	7756	Pape Machinery Exchange	Mini Excavator Rental	220-3650-0000-3550-000	363.62
Total 45693:							363.62
02/15	02/02/2015	45694	7966	Platt Electrical Supply	New street light and arm for Washington and Howell Rd	310-3625-0000-3172-832	1,372.49
02/15	02/02/2015	45694	7966	Platt Electrical Supply	Light Bulbs for the garage	601-3615-0000-3210-000	93.15
02/15	02/02/2015	45694	7966	Platt Electrical Supply	Supplies for PD	100-2610-0000-3152-000	24.86
02/15	02/02/2015	45694	7966	Platt Electrical Supply	Supplies for the Garage	601-3615-0000-3210-000	41.46
02/15	02/02/2015	45694	7966	Platt Electrical Supply	Returned Items/ Parks dept	100-6620-0000-3152-000	2,677.00
02/15	02/02/2015	45694	7966	Platt Electrical Supply	Electrical supplies for the WWTP	215-5705-0000-3152-000	112.13
02/15	02/02/2015	45694	7966	Platt Electrical Supply	Electrical supplies for the WWTP	215-5705-0000-3152-000	160.79
02/15	02/02/2015	45694	7966	Platt Electrical Supply	Supplies for IT	602-1715-0000-3022-000	115.23
02/15	02/02/2015	45694	7966	Platt Electrical Supply	Electrical supplies for the WWTP	215-5705-0000-3152-000	676.29
02/15	02/02/2015	45694	7966	Platt Electrical Supply	Light bulbs for the WWTP	215-5705-0000-3152-000	1,010.73
02/15	02/02/2015	45694	7966	Platt Electrical Supply	Electrical supplies for the Water dept	205-7605-0000-3170-000	816.90
02/15	02/02/2015	45694	7966	Platt Electrical Supply	Street light repair supplies/ LL Districts	310-3625-0000-3172-820	176.04
02/15	02/02/2015	45694	7966	Platt Electrical Supply	Light bulbs for the Airport	330-3805-0000-3152-000	237.06
Total 45694:							2,160.13
02/15	02/02/2015	45695	11612	ProClean Supply	Janitorial supplies/ City Facilities	100-6620-0000-3162-000	445.25
02/15	02/02/2015	45695	11612	ProClean Supply	Janitorial Supplies/ City Facilities	100-6620-0000-3150-000	535.08

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GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice GL Account	Check Amount
Total 45695:							980.33
02/15	02/02/2015	45696	8241	Jeremy Rahn	Annual Fire Extinguishers Service- WWTP	215-5705-0000-3020-000	165.22
02/15	02/02/2015	45696	8241	Jeremy Rahn	Annual Fire Extinguishers Service - Parks	100-6620-0000-3120-000	47.50
02/15	02/02/2015	45696	8241	Jeremy Rahn	Annual Fire Extinguishers Service - Civic Center	100-1705-0000-3152-001	76.00
02/15	02/02/2015	45696	8241	Jeremy Rahn	Annual Fire Extinguisher Service- old City hall	100-1712-0000-3152-000	38.00
02/15	02/02/2015	45696	8241	Jeremy Rahn	Annual Fire Extinguisher Service- Police	100-2610-0000-3020-000	230.50
02/15	02/02/2015	45696	8241	Jeremy Rahn	Annual Fire Extinguishers Service- Fire Dept	100-2705-0000-3020-000	239.00
Total 45696:							796.22
02/15	02/02/2015	45697	8691	Ross Recreation Equipment	Chains for Park swings	100-6620-0000-3170-000	274.88
Total 45697:							274.88
02/15	02/02/2015	45698	8796	S & W Auto Parts Inc.	Parts for Unit #365	305-3620-0000-3016-000	10.45
02/15	02/02/2015	45698	8796	S & W Auto Parts Inc.	Parts for Unit #105	215-5705-0000-3016-000	51.26
02/15	02/02/2015	45698	8796	S & W Auto Parts Inc.	Parts for Unit #27	100-6620-0000-3202-000	8.79
02/15	02/02/2015	45698	8796	S & W Auto Parts Inc.	Parts for Unit #27	100-6620-0000-3202-000	17.58
02/15	02/02/2015	45698	8796	S & W Auto Parts Inc.	supplies for PD	100-2610-0000-3202-000	2.69
02/15	02/02/2015	45698	8796	S & W Auto Parts Inc.	Supplies for the WWTP	215-5705-0000-3170-000	48.59
02/15	02/02/2015	45698	8796	S & W Auto Parts Inc.	Parts for Unit #24	100-6620-0000-3202-000	8.96
02/15	02/02/2015	45698	8796	S & W Auto Parts Inc.	Parts for Unit #31	100-2705-0000-3202-000	58.29
Total 45698:							206.61
02/15	02/02/2015	45699	8836	Safety-Kleen	Serviced solvent tank at Garage	601-3615-0000-3210-000	262.44
Total 45699:							262.44
02/15	02/02/2015	45700	9206	Self Help Enterprises	Loan Portfolio Mgmt for JAugust 2014	415-4810-0000-3364-000	1,840.00
02/15	02/02/2015	45700	9206	Self Help Enterprises	Loan Portfolio Mgmt for Dec 2014	415-4810-0000-3364-000	1,840.00
Total 45700:							3,680.00
02/15	02/02/2015	45701	12619	Snider, Mike	deposit refund for 655 N 4th St	205-0200-0000-0436-000	150.00

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GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice GL Account	Check Amount
Total 45701:							150.00
02/15	02/02/2015	45702	9536	Snyder California Container	Purchase weed spraying tank	220-3650-0000-3162-000	497.77
Total 45702:							497.77
02/15	02/02/2015	45703	9376	Sparkletts	Supplies for the WWTP	215-5705-0000-3152-000	28.64
Total 45703:							28.64
02/15	02/02/2015	45704	9951	T & T Pavement Markings &	Graffiti film on park signs at S & L Park	100-6625-0000-3325-000	107.08
Total 45704:							107.08
02/15	02/02/2015	45705	10111	Terryberry	Employee Awards-Varney	100-1605-0000-3086-001	234.95
Total 45705:							234.95
02/15	02/05/2015	45706	10116	Tesei Petroleum Inc.	Fuel for City	325-3705-0000-3204-000	.00 V
Total 45706:							.00
02/15	02/02/2015	45707	10131	TF Tire & Service	Tire repair on Unit #168	305-3620-0000-3202-000	20.00
Total 45707:							20.00
02/15	02/02/2015	45708	10176	The Presort Center	Newsletter & Utility Billings Jan 15	215-1720-0000-3364-000	2,183.67
02/15	02/02/2015	45708	10176	The Presort Center	Shut off notice Jan 15	210-1720-0000-3364-000	316.80
Total 45708:							2,500.47
02/15	02/02/2015	45709	10221	Thomson Reuters-West	CA Penal Code 2015	100-2610-0000-3008-000	268.38
Total 45709:							268.38
02/15	02/02/2015	45710	11026	West America Bank	Lease Agreement #00-023-A Note#526-00810	917-1720-0000-4073-000	15,337.86

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GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice GL Account	Check Amount
Total 45710:							15,337.86
02/15	02/02/2015	45711	12620	Wilkins, Ginger	deposit refund for 1556 Roosevelt	205-0200-0000-0436-000	54.97
Total 45711:							54.97
02/15	02/04/2015	45712	2136	Chowchilla Employees Assn.	Employee Contribution	702-0200-0000-0406-010	50.00
Total 45712:							50.00
02/15	02/04/2015	45713	12408	Chowchilla Mid-Management	Employee Contributions	702-0200-0000-0406-040	300.00
Total 45713:							300.00
02/15	02/04/2015	45714	2166	Chowchilla Office	Employee Contributions	702-0200-0000-0406-020	175.00
Total 45714:							175.00
02/15	02/04/2015	45715	2171	Chowchilla Peace Officers	Employee Contribution	702-0200-0000-0406-030	903.00
Total 45715:							903.00
02/15	02/04/2015	45716	3836	Fitness Peak	Employee Contribution	702-0200-0000-0408-030	122.50
Total 45716:							122.50
02/15	02/04/2015	45717	12181	American Fidelity	Section 125 for January 2015	702-0200-0000-0404-000	1,529.16
02/15	02/04/2015	45717	12181	American Fidelity	Insurance Premiums for January 2015	702-0200-0000-0405-030	3,923.79
02/15	02/04/2015	45717	12181	American Fidelity	Insurance Premiums for February 2014	702-0200-0000-0405-030	3,796.39
Total 45717:							9,249.34
02/15	02/05/2015	45718	10116	Tesei Petroleum Inc.	Fuel for City	325-3705-0000-3204-000	1,909.36
Total 45718:							1,909.36
02/15	02/09/2015	45719	12629	Tri Counties Bank	initial account deposit	001-0100-0000-0201-000	1,000.00

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GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice GL Account	Check Amount
Total 45719:							1,000.00
02/15	02/13/2015	45720	12397	American Appraisal Associates, Inc.	professional services	100-1720-0000-3364-001	18,537.00
Total 45720:							18,537.00
02/15	02/13/2015	45721	12477	American Valley Waste Oil Inc	pick up used oil- garage	601-3615-0000-3210-000	35.00
Total 45721:							35.00
02/15	02/13/2015	45722	421	AmeriPride	supplies for Civic Center	100-1705-0000-3152-001	59.18
02/15	02/13/2015	45722	421	AmeriPride	Supplies for the Senior center	100-6615-0000-3152-000	33.68
02/15	02/13/2015	45722	421	AmeriPride	Uniform Jacket/ Tony gaither	601-3615-0000-3014-000	44.26
Total 45722:							137.12
02/15	02/13/2015	45723	446	Anderson Pump Co	Storm Drain pump repairs	220-3650-0000-3170-000	772.54
Total 45723:							772.54
02/15	02/13/2015	45724	646	AT & T	Phones for 11/24-12/23/14	602-1715-0000-3102-000	1,346.65
02/15	02/13/2015	45724	646	AT & T	Phones for 12/24/14-1/23/15	602-1715-0000-3102-000	1,365.00
Total 45724:							2,711.65
02/15	02/13/2015	45725	12493	Baker Supplies and Repairs	Repairs to Streets dept Chain Saw	305-3620-0000-3016-000	8.50
Total 45725:							8.50
02/15	02/13/2015	45726	986	Best Uniforms	Uniforms for J.Mitchell	100-2705-0000-3014-000	510.76
Total 45726:							510.76
02/15	02/13/2015	45727	12447	Blue Line Rental	Vacuum Truck rental/ Water dept	205-7605-0000-3208-000	81.81
Total 45727:							81.81
02/15	02/13/2015	45728	1281	BSK Associates	Water Dept testing	205-7605-0000-3502-000	256.00

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GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice GL Account	Check Amount
02/15	02/13/2015	45728	1281	BSK Associates	Water Dept testing	205-7605-0000-3502-000	210.00
02/15	02/13/2015	45728	1281	BSK Associates	Waste Water Testing	215-5705-0000-3502-000	65.00
02/15	02/13/2015	45728	1281	BSK Associates	Water Dept testing	205-7605-0000-3502-000	168.00
02/15	02/13/2015	45728	1281	BSK Associates	Waste Water Testing	215-5705-0000-3502-000	130.00
Total 45728:							829.00
02/15	02/13/2015	45729	1511	California Consulting LLC	Grant Writing Services 2/1/15-2/28/15	205-7605-0000-3364-000	2,500.00
Total 45729:							2,500.00
02/15	02/13/2015	45730	1856	CDW Government, Inc.	Power adapters	602-1715-0000-3022-000	273.43
02/15	02/13/2015	45730	1856	CDW Government, Inc.	wallmount kit	602-1715-0000-3022-000	135.48
Total 45730:							408.91
02/15	02/13/2015	45731	1956	Central Valley Trucking	Purchase 25 ton Base Rock and Cold Patch material for street patchi	305-3620-4000-3180-000	2,772.81
Total 45731:							2,772.81
02/15	02/13/2015	45732	12628	Chapman, Kevin	deposit refund for 1028 Cristen Rd	205-0200-0000-0436-000	48.81
Total 45732:							48.81
02/15	02/13/2015	45733	2131	Chowchilla Dolt Best	Supplies for the parks dept	100-6620-0000-3152-000	12.08
02/15	02/13/2015	45733	2131	Chowchilla Dolt Best	Supplies for the parks dept	100-6620-0000-3170-000	.22-
02/15	02/13/2015	45733	2131	Chowchilla Dolt Best	Supplies for Graffiti Abatement	305-3620-0000-3291-000	6.44
02/15	02/13/2015	45733	2131	Chowchilla Dolt Best	Supplies for the Parks dept	100-6620-0000-3152-000	22.99
02/15	02/13/2015	45733	2131	Chowchilla Dolt Best	Supplies for the Water Dept	205-7605-0000-3170-000	13.59
02/15	02/13/2015	45733	2131	Chowchilla Dolt Best	Supplies for the Senior center	100-6615-0000-3152-000	27.53
02/15	02/13/2015	45733	2131	Chowchilla Dolt Best	Supplies for the WWTP	215-5705-0000-3170-000	10.14
02/15	02/13/2015	45733	2131	Chowchilla Dolt Best	Supplies for the Streets dept	305-3620-0000-3016-000	3.56
02/15	02/13/2015	45733	2131	Chowchilla Dolt Best	Small tools for the WWTP	215-5705-0000-3206-000	23.53
02/15	02/13/2015	45733	2131	Chowchilla Dolt Best	Parts for the Spray Rig	305-3620-0000-3162-000	8.60
02/15	02/13/2015	45733	2131	Chowchilla Dolt Best	supplies for Civic Center restroom	100-1710-0000-3010-000	9.50
Total 45733:							137.74
02/15	02/13/2015	45734	12553	Clean Energy	Repairs to the CNG fueling station	305-3620-0000-3173-000	432.00

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GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice GL Account	Check Amount
Total 45734:							432.00
02/15	02/13/2015	45735	11622	Cota Cole LLP	Professional Fees 10158.226	100-1615-0000-3352-001	1,482.00
02/15	02/13/2015	45735	11622	Cota Cole LLP	Professional Fees- 10158.000	100-1615-0000-3352-001	10,134.55
02/15	02/13/2015	45735	11622	Cota Cole LLP	Professional Fees- 10158.229	100-1615-0000-3352-001	3,396.66
02/15	02/13/2015	45735	11622	Cota Cole LLP	Professional Fees- 10158.228	100-1615-0000-3352-001	1,552.08
02/15	02/13/2015	45735	11622	Cota Cole LLP	Professional Fees- 10158.230	100-1615-0000-3352-001	151.08
02/15	02/13/2015	45735	11622	Cota Cole LLP	Professional Fees- 10158.226	100-1615-0000-3352-001	551.00
02/15	02/13/2015	45735	11622	Cota Cole LLP	Professional Fees- 10158.227	100-1615-0000-3352-001	290.00
02/15	02/13/2015	45735	11622	Cota Cole LLP	Professional Fees-10158.220	100-1615-0000-3352-001	656.00
02/15	02/13/2015	45735	11622	Cota Cole LLP	Professional Fees-10158.218	100-1615-0000-3352-001	202.25
02/15	02/13/2015	45735	11622	Cota Cole LLP	Professional Fees- 10158.006	100-1615-0000-3352-001	1,722.78
02/15	02/13/2015	45735	11622	Cota Cole LLP	Professional Fees- 10158.003	100-1615-0000-3352-001	1,764.24
02/15	02/13/2015	45735	11622	Cota Cole LLP	Professional Fees-10158.002	100-1615-0000-3352-001	4,415.71
02/15	02/13/2015	45735	11622	Cota Cole LLP	Professional Fees-10158.005 HSR	100-1615-0000-3352-001	342.00
Total 45735:							26,660.35
02/15	02/13/2015	45736	3011	Department of Conservation	SMIF Fees	100-4805-0000-8208-000	84.81
Total 45736:							84.81
02/15	02/13/2015	45737	3711	Farmers Hardware	parts for Unit #364	305-3620-0000-3162-000	57.79
02/15	02/13/2015	45737	3711	Farmers Hardware	Supplies for the Streets dept	305-3620-0000-3016-000	6.31
02/15	02/13/2015	45737	3711	Farmers Hardware	Weed eater repairs/ parks dept	100-6620-0000-3016-000	77.18
02/15	02/13/2015	45737	3711	Farmers Hardware	Supplies for the water dept	205-7605-0000-3016-000	14.12
02/15	02/13/2015	45737	3711	Farmers Hardware	Supplies for the Water Dept	205-7605-0000-3016-000	7.30
02/15	02/13/2015	45737	3711	Farmers Hardware	Cut off saw repairs/ Street dept	305-3620-0000-3016-000	15.11
02/15	02/13/2015	45737	3711	Farmers Hardware	Supplies for the Streets Dept	305-3620-0000-3206-000	10.79
02/15	02/13/2015	45737	3711	Farmers Hardware	Parts for Unit #364	305-3620-0000-3162-000	5.70
Total 45737:							194.30
02/15	02/13/2015	45738	12212	Fastenal Company	Supplies for the parks dept	100-6620-0000-3170-000	29.05
02/15	02/13/2015	45738	12212	Fastenal Company	Supplies for the Parks Dept	100-6620-0000-3170-000	39.78
02/15	02/13/2015	45738	12212	Fastenal Company	Supplies for the Water Dept	205-7605-0000-3170-000	5.01
02/15	02/13/2015	45738	12212	Fastenal Company	Tools for the Parks dept	100-6620-0000-3206-000	9.63

M = Manual Check, V = Void Check

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice GL Account	Check Amount
Total 45738:							83.47
02/15	02/13/2015	45739	3736	Ferguson Enterprises, Inc.	Water line repair parts for the Water dept	205-7605-0000-3170-000	403.11
02/15	02/13/2015	45739	3736	Ferguson Enterprises, Inc.	Water line repair parts for the Water dept	205-7605-0000-3170-000	343.08
Total 45739:							746.19
02/15	02/13/2015	45740	12627	Fynaut, Shannon	deposit refund for 11363 Mission Hills Terr	205-0200-0000-0436-000	40.39
Total 45740:							40.39
02/15	02/13/2015	45741	4616	Grover Landscape Services Inc.	Monthly Landscape for January 2015	100-6620-0000-3364-000	2,535.00
Total 45741:							2,535.00
02/15	02/13/2015	45742	11444	H & H Engineering Construction Inc.	Repairs of rail spur	100-1705-0000-3362-000	8,769.00
Total 45742:							8,769.00
02/15	02/13/2015	45743	4666	Haaker Equipment Company	Parts for the Street Sweeper	305-3620-0000-3203-000	53.39
Total 45743:							53.39
02/15	02/13/2015	45744	12225	Home Depot Credit Services	Supplies for the Streets dept	305-3620-0000-3206-000	519.34
Total 45744:							519.34
02/15	02/13/2015	45745	11469	Intellipay, Inc.	Credit Card Transactions Fees	205-1720-0000-3026-000	48.85
Total 45745:							48.85
02/15	02/13/2015	45746	5246	Interstate Battery	Batteries for Engine #6	100-2705-0000-3202-000	375.68
02/15	02/13/2015	45746	5246	Interstate Battery	Battery for Unit #104	215-5705-0000-3202-000	96.07
Total 45746:							471.75
02/15	02/13/2015	45747	5431	Jim's A/C	repairs to unit	100-2610-0000-3152-000	403.39
02/15	02/13/2015	45747	5431	Jim's A/C	Heater repairs/ Streets Shop	305-3620-0000-3152-000	140.44

M = Manual Check, V = Void Check

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice GL Account	Check Amount
Total 45747:							543.83
02/15	02/13/2015	45748	5631	Kelly Moore Paint Company	Paint for Graffiti Abatement	305-3620-0000-3291-000	136.71
Total 45748:							136.71
02/15	02/13/2015	45749	12593	Lehr, Carolyn	Rancho Calera Business Lunch	100-1710-0000-3072-001	65.15
02/15	02/13/2015	45749	12593	Lehr, Carolyn	Lodging for1/11-1/17/15 per Contract	100-1710-0000-3364-000	659.94
02/15	02/13/2015	45749	12593	Lehr, Carolyn	Lodging for1/25-1/29/15 per Contract	100-1710-0000-3364-000	439.96
02/15	02/13/2015	45749	12593	Lehr, Carolyn	Mileage for Mediation in Fresno	100-1710-0000-3072-001	42.26
02/15	02/13/2015	45749	12593	Lehr, Carolyn	Lodging for2/1/15-2/5/15 per Contract	100-1710-0000-3364-000	549.95
Total 45749:							1,757.26
02/15	02/13/2015	45750	12531	Madera County Fairmead Landfill	Disposal Services for Jan 2015	210-5605-0000-3510-000	12,833.44
Total 45750:							12,833.44
02/15	02/13/2015	45751	12625	McColloch Grading & Excavating	Clean out Ave 25 Storm Drain pond ditch	220-3650-0000-3162-000	7,625.00
Total 45751:							7,625.00
02/15	02/13/2015	45752	6791	Merced Sun-Star	Public Hearing Notice-Ed Ray park	100-6620-0000-3374-000	135.84
02/15	02/13/2015	45752	6791	Merced Sun-Star	Public Hearing Notice	100-1720-0000-3374-000	197.75
02/15	02/13/2015	45752	6791	Merced Sun-Star	Public Hearing Notice	415-4815-0000-3374-000	296.76
Total 45752:							630.35
02/15	02/13/2015	45753	12166	Merced Transportation	contracted service- January 2015	325-3705-0000-3364-000	15,297.31
Total 45753:							15,297.31
02/15	02/13/2015	45754	12282	Mid Valley Disposal Inc.	Disposal Services for city rolloff bins	210-5605-0000-3508-000	1,087.92
02/15	02/13/2015	45754	12282	Mid Valley Disposal Inc.	deduct February rent	100-1712-0000-8005-000	51,917.46
Total 45754:							53,005.38
02/15	02/13/2015	45755	6966	Mobile Communications Inc.	Monthly Repeater Rental	325-3705-0000-3018-000	84.00

M = Manual Check, V = Void Check

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice GL Account	Check Amount
Total 45755:							84.00
02/15	02/13/2015	45756	11445	MuniServices LLC	Sales Tax Reporting System	100-1600-0000-8010-000	16,854.97
Total 45756:							16,854.97
02/15	02/13/2015	45757	11658	National Meter & Automation Inc.	Purchase 64 water meter heads	205-7605-0000-5002-000	8,213.33
Total 45757:							8,213.33
02/15	02/13/2015	45758	12626	Niccum, Edward	deposit refund for 2101 Lincoln	205-0200-0000-0436-000	59.28
Total 45758:							59.28
02/15	02/13/2015	45759	7516	Office Depot	supplies for IT	602-1715-0000-3022-000	92.97
02/15	02/13/2015	45759	7516	Office Depot	supplies for Finance	100-1720-0000-3004-000	57.45
Total 45759:							150.42
02/15	02/13/2015	45760	7756	Pape Machinery Exchange	Excavator rental/ Ave 25 storm drain pond	220-3650-0000-3162-000	590.88
Total 45760:							590.88
02/15	02/13/2015	45761	11772	PARS	PARS Administration for December 2014	305-3620-0000-2061-000	416.16
Total 45761:							416.16
02/15	02/13/2015	45762	7966	Platt Electrical Supply	Street light pole/ Streets dept	305-3620-0000-3170-000	1,350.89
02/15	02/13/2015	45762	7966	Platt Electrical Supply	Street light pole return/ streets dept	305-3620-0000-3170-000	1,350.89
02/15	02/13/2015	45762	7966	Platt Electrical Supply	Electrical supplies for the WWTP	215-5705-0000-3152-000	342.01
02/15	02/13/2015	45762	7966	Platt Electrical Supply	Electrical supplies for the WWTP	215-5705-0000-3152-000	256.51
02/15	02/13/2015	45762	7966	Platt Electrical Supply	Electrical supplies for the WWTP	215-5705-0000-3152-000	85.50
02/15	02/13/2015	45762	7966	Platt Electrical Supply	Supplies for light repairs at RCW	100-6620-0000-3152-000	151.44
02/15	02/13/2015	45762	7966	Platt Electrical Supply	Supplies for light repairs at RCW	100-6620-0000-3152-000	81.69
Total 45762:							917.15
02/15	02/13/2015	45763	8081	PROtech Security & Electronics	contracted services - Senior Center	602-1715-0000-3152-000	84.00

M = Manual Check, V = Void Check

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice GL Account	Check Amount
02/15	02/13/2015	45763	8081	PROtech Security & Electronics	service call- PW system	305-3620-0000-3152-000	109.38
Total 45763:							193.38
02/15	02/13/2015	45764	12283	R & R Pool Service	Monthly water fall service	310-3625-0000-3162-820	105.00
Total 45764:							105.00
02/15	02/13/2015	45765	8241	Jeremy Rahn	Annual Fire Extinguishers Service	305-3620-0000-3020-000	716.00
02/15	02/13/2015	45765	8241	Jeremy Rahn	Annual Fire Extinguisher Service- Police	100-2610-0000-3020-000	9.50
02/15	02/13/2015	45765	8241	Jeremy Rahn	Annual Fire Extinguishers Service- WWTP	215-5705-0000-3020-000	47.50
Total 45765:							773.00
02/15	02/13/2015	45766	8691	Ross Recreation Equipment	Chains for the swings at S & L Park	100-6620-0000-3016-000	268.68
Total 45766:							268.68
02/15	02/13/2015	45767	8796	S & W Auto Parts Inc.	Parts for Unit #29	325-3705-0000-3202-000	10.47
02/15	02/13/2015	45767	8796	S & W Auto Parts Inc.	supplies for shop	100-2705-0000-3202-000	4.73
02/15	02/13/2015	45767	8796	S & W Auto Parts Inc.	Belt for the Air Compressor/ WWTP	215-5705-0000-3016-000	50.74
02/15	02/13/2015	45767	8796	S & W Auto Parts Inc.	Parts for Unit #73	305-3620-0000-3020-000	26.41
02/15	02/13/2015	45767	8796	S & W Auto Parts Inc.	Parts for Unit #73	305-3620-0000-3203-000	45.31
02/15	02/13/2015	45767	8796	S & W Auto Parts Inc.	Supplies for the parks dept	100-6620-0000-3016-000	4.40
02/15	02/13/2015	45767	8796	S & W Auto Parts Inc.	Supplies for the parks dept	100-6620-0000-3016-000	4.73
02/15	02/13/2015	45767	8796	S & W Auto Parts Inc.	Parts for Unit #73	305-3620-0000-3203-000	17.81
02/15	02/13/2015	45767	8796	S & W Auto Parts Inc.	Parts for Unit #28	100-6620-0000-3202-000	24.21
02/15	02/13/2015	45767	8796	S & W Auto Parts Inc.	Supplies for the Streets dept	305-3620-0000-3016-000	26.86
02/15	02/13/2015	45767	8796	S & W Auto Parts Inc.	Supplies for the water Dept	205-7605-0000-3016-000	3.63
Total 45767:							219.30
02/15	02/13/2015	45768	12630	Salinas, Christina	credit refund for 135 S 15th St	205-7605-0000-8760-000	49.72
Total 45768:							49.72
02/15	02/13/2015	45769	12533	Sharma, Seerat	Training in State and Federal Regulations	305-3620-0000-3052-000	274.50

M = Manual Check, V = Void Check

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice GL Account	Check Amount
Total 45769:							274.50
02/15	02/13/2015	45770	1136	Silva Ford Madera	supplies for CATX bus#22	325-3705-0000-3202-000	32.22
Total 45770:							32.22
02/15	02/18/2015	45771	12487	Smith Truck Repair	Repairs to Unit #348/ Bucket Truck	305-3620-0000-3202-000	.00 V
Total 45771:							.00
02/15	02/13/2015	45772	9601	Soto, Sandra	Postage	100-2610-0000-3002-000	32.85
Total 45772:							32.85
02/15	02/13/2015	45773	10116	Tesei Petroleum Inc.	Fuel Services/ Corp Yard	305-3620-0000-3204-000	83.60
02/15	02/13/2015	45773	10116	Tesei Petroleum Inc.	Fuel for City	325-3705-0000-3204-000	2,492.19
Total 45773:							2,575.79
02/15	02/13/2015	45774	10131	TF Tire & Service	Tire repairs to unit #173	305-3620-0000-3016-000	40.00
Total 45774:							40.00
02/15	02/13/2015	45775	10356	TransUnion LLC	Basic Service Charge	425-4950-2692-3330-000	66.00
Total 45775:							66.00
02/15	02/13/2015	45776	10571	US BANK (I.M.P.A.C. CAL-CARD)	Cal card Expenses	215-5705-0000-3170-000	279.75
02/15	02/13/2015	45776	10571	US BANK (I.M.P.A.C. CAL-CARD)	Joes Food Mart- car wash	100-2610-0000-3202-000	689.41
02/15	02/13/2015	45776	10571	US BANK (I.M.P.A.C. CAL-CARD)	Cal card Expenses	100-2610-0000-3202-000	105.62
02/15	02/13/2015	45776	10571	US BANK (I.M.P.A.C. CAL-CARD)	Cal card Expenses	305-3620-0000-3004-000	35.38
02/15	02/13/2015	45776	10571	US BANK (I.M.P.A.C. CAL-CARD)	Jobs Available-employment ad	100-2610-0000-3060-000	2,005.00
02/15	02/13/2015	45776	10571	US BANK (I.M.P.A.C. CAL-CARD)	Hyatt- Gaumnitz/Waseem conference 1/14-1/16	100-1605-0000-3074-001	987.00
02/15	02/13/2015	45776	10571	US BANK (I.M.P.A.C. CAL-CARD)	LPRACC Admin- handbooks for new trainees	100-2610-0000-3052-000	59.95
02/15	02/13/2015	45776	10571	US BANK (I.M.P.A.C. CAL-CARD)	CA Peace Officers- membership	100-2610-0000-3078-000	146.38
02/15	02/13/2015	45776	10571	US BANK (I.M.P.A.C. CAL-CARD)	Cal card Expenses	325-3705-0000-3202-000	377.01
02/15	02/13/2015	45776	10571	US BANK (I.M.P.A.C. CAL-CARD)	Cal card expenses	205-7605-0000-3052-000	95.00
02/15	02/13/2015	45776	10571	US BANK (I.M.P.A.C. CAL-CARD)	Texaco- fuel	602-1715-0000-3052-000	623.78

M = Manual Check, V = Void Check

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice GL Account	Check Amount
02/15	02/13/2015	45776	10571	US BANK (I.M.P.A.C. CAL-CARD)	Cal card Expenses	305-3620-0000-3162-000	807.04
Total 45776:							6,211.32
02/15	02/13/2015	45777	12325	US Bank National Association	Redvel Agy 2005 tax allocation bonds	956-9950-0000-3362-000	1,760.00
Total 45777:							1,760.00
02/15	02/13/2015	45778	10581	USA Bluebook	Disposable gloves for the WWTP	215-5705-0000-3020-000	119.55
Total 45778:							119.55
02/15	02/13/2015	45779	10756	Verizon Wireless	cell phones	100-1610-0000-3010-000	266.07
02/15	02/13/2015	45779	10756	Verizon Wireless	cell phones	100-2705-0000-3108-000	870.68
02/15	02/13/2015	45779	10756	Verizon Wireless	Phones 12/10/14-1/9/15	602-1715-0000-3108-000	574.73
02/15	02/13/2015	45779	10756	Verizon Wireless	cell phones	100-1610-0000-3010-000	266.07
Total 45779:							1,977.55
02/15	02/13/2015	45780	10956	Water Technology of Fresno	Install transducer & Claibrate Flowmeter at WWTP	215-5705-0000-3170-000	2,296.46
Total 45780:							2,296.46
02/15	02/13/2015	45781	11381	Zoom Imaging Solutions, Inc.	contracted services	602-1715-0000-3010-000	30.71
02/15	02/13/2015	45781	11381	Zoom Imaging Solutions, Inc.	contracted services	602-1715-0000-3010-000	15.64
02/15	02/13/2015	45781	11381	Zoom Imaging Solutions, Inc.	copier lease	602-1715-0000-3010-000	184.85
02/15	02/13/2015	45781	11381	Zoom Imaging Solutions, Inc.	contracted service	602-1715-0000-3010-000	30.71
Total 45781:							261.91
02/15	02/18/2015	45782	12487	Smith Truck Repair	Repairs to Unit #348/ Bucket Truck	305-3620-0000-3202-000	3,905.26
Total 45782:							3,905.26
02/15	02/18/2015	45783	12631	California Rural Legal	Legal Settlement	100-1615-0000-3354-000	75,000.00
Total 45783:							75,000.00
02/15	02/18/2015	45784	2136	Chowchilla Employees Assn.	Employee Contribution	702-0200-0000-0406-010	50.00

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GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice GL Account	Check Amount
Total 45784:							50.00
02/15	02/18/2015	45785	12408	Chowchilla Mid-Management	Employee Contributions	702-0200-0000-0406-040	300.00
Total 45785:							300.00
02/15	02/18/2015	45786	2166	Chowchilla Office	Employee Contributions	702-0200-0000-0406-020	175.00
Total 45786:							175.00
02/15	02/18/2015	45787	2171	Chowchilla Peace Officers	Employee Contribution	702-0200-0000-0406-030	903.00
Total 45787:							903.00
02/15	02/18/2015	45788	3821	Fisher, Mae Irene	Reimburse for Notary Supplies	100-1720-0000-3004-000	23.31
Total 45788:							23.31
02/15	02/18/2015	45789	3836	Fitness Peak	Employee Contribution	702-0200-0000-0408-030	122.50
Total 45789:							122.50
02/15	02/18/2015	45790	10116	Tesei Petroleum Inc.	Fuel for City	325-3705-0000-3204-000	2,152.41
Total 45790:							2,152.41
Grand Totals:							415,494.67

Report Criteria:  
 Report type: Invoice detail

M = Manual Check, V = Void Check



## REPORT TO THE CITY COUNCIL

Council Meeting of March 10, 2015

**Agenda Section:** New Business

**SUBJECT:** **Appointment of Craig Locke to Airport Manager**

**Approved By:** Carolyn Lehr, Interim City Administrator

**RECOMMENDATION:**

Staff recommends approval of a Resolution appointing the City Engineer Craig Locke to the position of Airport Manager.

**HISTORY / BACKGROUND:**

The Chowchilla Municipal Code Chapter 14.04.10 states Definitions "E. "Airport Manger" means the city administrator, as appointed by the city council, or his duly authorized representative when so appointed by the city council."

Mr. Locke has been performing the duties of Airport Manager since October. His work so far has included meeting with the FAA, CalTrans and consultants. He has also managed the renewal of the ACIP (Airport Capital Improvement Plan) and will begin work on the ALP (Airport Layout Plan) document once funding is secured.

With the appointment of Mr. Locke to Airport Manager, Mr. Locke will have the authority to file routine documents with the FAA and other regulatory agencies, act as the airport representative and perform other duties as needed.

**FINANCIAL IMPACT:**

No financial impact, Airport Manager is an unpaid position.

**ATTACHMENTS:**

Resolution

**COUNCIL RESOLUTION # -15**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHOWCHILLA  
APPOINTING CRAIG LOCKE TO THE POSITION OF AIRPORT MANAGER**

**WHEREAS**, as the City of Chowchilla is currently without an official Airport Manager; and

**WHEREAS**, the City Council has the authority under Municipal Code Chapter 14.04.10 to appoint an Airport Manager:

**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 appoints Craig Locke to the position of Airport Manager.

**PASSED AND ADOPTED** by City Council of the City of Chowchilla this 10th day of March 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 March 10, 2015

<b>Agenda Section:</b>	<u>New Business</u>
<b>SUBJECT:</b>	<b>Authorization for the Sale of Potable Water to Madera County</b>
<b>Prepared By:</b>	<u>Craig Locke, City Engineer/Public Works Director</u>
<b>Approved By:</b>	<u>Carolyn Lehr, Interim City Administrator</u>

### **RECOMMENDATION:**

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

### **HISTORY / BACKGROUND:**

City staff has received a request from Madera County to purchase water from the City while one of its wells is being rehabilitated. City Staff has determined that the City is capable of selling water to the County and temporarily meeting their shortfall and allowing them to serve their residents in need. This need is estimated to be 36,000 gallons per day for a period of no more than 60 days (roughly 2 million gallons). The County of Madera, using a third party hauler will fill trucks from a designated hydrant and haul the water to their storage facility. The City Attorney recommends that the County agree to release the City from any liability in this sale.

### **FINANCIAL IMPACT:**

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

### **ATTACHMENTS:**

Resolution  
Form of Potable Water Sales Agreement  
Hydrant Meter Application

### **SPECIAL INSTRUCTIONS:**

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

**COUNCIL RESOLUTION # -15**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHOWCHILLA  
ALLOWING THE CITY ADMINISTRATOR TO ENTER INTO AN AGREEMENT TO  
SELL POTABLE WATER TO MADERA COUNTY ON A TEMPORARY BASIS**

**WHEREAS**, as the State of California's drought is entering its fourth year, Madera County must take a well offline for rehabilitation; and

**WHEREAS**, the City of Chowchilla recognizes the importance of making water available when possible to those in need.

**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 potable water from to the County of Madera.
3. The City Administrator is authorized to sign the Water Sale Agreement 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 March 2015 by the following vote to wit:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

\_\_\_\_\_  
John Chavez, Mayor

ATTEST:

\_\_\_\_\_  
Nanci C. O. Lima, MMC  
City Clerk

## **SHORT TERM AGREEMENT FOR PROVISION OF WATER SERVICE TO THE COUNTY OF MADERA**

This Short Term Agreement for Provision of Water Service to the County of Madera ("Agreement") is entered into this \_\_\_\_ day of March, 2015, by and between the City of Chowchilla ("City") and the County of Madera ("County"), as follows. City and County are collectively referred to herein as "Parties."

### **RECITALS**

A. County provides water to customers located in the unincorporated portions of the County of Madera.

B. One of County's well is not operating correctly preventing County from providing necessary services. County requests City sell to County the water to allow the County to temporarily meet its shortfall while the well is repaired or replaced.

C. This sale is intended to assist County in providing the level of service consistent with the level of service provided prior to this Agreement during its short term.

### **AGREEMENT**

In consideration of the following terms and covenants of this Agreement and the full and timely performance thereof, which consideration each of the Parties hereby agree and acknowledge is good and adequate, the Parties agree as follows:

1. Recitals: The Parties acknowledge and agree that the above recitals are true and correct and are by this reference incorporated into this Agreement as material terms of this Agreement.

2. Water Service: The County shall be entitled to purchase from the City up to 4,800 cubic feet (approx. 36,000 gallons) of water from the City at the rate of \$0.74 per hundred cubic feet. The City will make the water available to the County by way of delivery from the fire hydrant located at 360 North First Street within the Corporation Yard (the "Fire Hydrant") to a third party water hauler designated, and paid for, by the County. County shall provide City with twenty-four (24) hours advanced notice of its intent to obtain water from the Fire Hydrant. The Parties will agree to a mutually convenient time for the water delivery to occur so that a representative from the City may be present. Although the water provided to the Fire Hydrant is considered by the City to be potable water, the City does not guarantee that the water is actually suitable for human consumption without further treatment.

3. Payment: County shall pay for the actual amount of water removed from the Fire Hydrant as measured by a water meter to be installed on the Fire Hydrant prior to the first instance of water delivery to the County. County shall be financially responsible for the cost of the water meter as follows: (1) Forty dollar (\$40.00) administrative fee for the cost of installing the meter; (2) Forty dollar (\$40.00) administrative free for the cost of

removing the meter; and (3) a monthly rental fee for the meter at the rate of Eighty dollars (\$80.00) per month, including partial months. County shall also provide the City with a meter deposit of Eight Hundred Fifty Dollars (\$850) before any water will be provided to County. The deposit will be returned to County at the termination of this Agreement, after deducting from the deposit any outstanding amounts owing pursuant to the terms of this Agreement. County shall pay all charges within thirty (30) days from the date of each invoice received from the City. Delinquent payments shall accrue interest on the unpaid balance at the rate of one percent per month.

4. Well Repair or Replacement Contract: County shall, no later than twenty (20) days from the effective date of this Agreement, have entered into a contract to either repair or replace Well MD-33. County shall provide a copy of said contract to the City within ten (10) days of the effective date of such contract. Every two (2) weeks, County shall provide City with a status report on the repair or replacement of Well MD-33. Such reports shall be sent to Craig Locke, City Engineer, every other Friday during the term of this Agreement beginning with the second Friday following execution of this Agreement.

5. Moratorium on New County Water Users: County shall not allow any new water connections within the service area during the term of this Agreement. The County acknowledges that the provision of water pursuant to this Agreement is solely intended for use by existing users in the area as of the date of execution of this Agreement.

6. Existing City Water Users Priority: The Parties acknowledge that the City shall provide water first to existing users of the City water system. In the event there is insufficient water supply to service both existing City users and the County's service area, the City shall provide water service to existing City users first and then provide any excess water supply to the County to the extent possible. This may result in intermittent service to County depending on fluctuation demands and supply capacity. A minimum of 30 psi working pressure and adequate fire flows must be maintained to City's current customers. If the working capacity of the City's water system declines below the 30 PSI working pressure or below fire flow standards, the City may reduce the amount of water supplied to the County, limit it to certain hours when demand is lower, or discontinue service if capacity is not available to fully meet the City's demand. The necessity of adjusting supply to County shall be solely determined by the City. In the event of such an adjustment in supply from the City to County, the City shall provide twenty-four (24) hours prior written notice to the County. In emergency situations, as determined solely by the City's Engineer or his designee, the twenty-four (24) hour notice provided in this section may be shortened or dispensed with altogether.

7. Fire Suppression Water Service: The Parties agree that nothing in this Agreement shall be construed to provide a guarantee of water service to the County in an amount adequate to provide fire suppression service. The Parties acknowledge that the water to be provided by the City subject to this Agreement, is limited to that which is for essential residential and commercial service needs. Such essential needs shall not

include uses such as outdoor watering and similar uses which are prohibited under the Stage 4 drought conditions.

8. County Stage 4 Drought Conditions to Remain in Effect: The County has implemented water conservation measures in compliance with Stage 4 of its drought contingency plan. County shall continue to maintain said Stage 4 conditions through the term of this Agreement. County shall use its best efforts to enforce all Stage 4 conditions while this Agreement is in force.

9. Indemnification: County, at its sole cost and expense, shall reimburse the City for the cost to repair or replace City's equipment, facilities, City streets, or other property damaged by the delivery or receipt of water or by the County or County-arranged trucks, equipment or personnel. County also shall indemnify, defend, protect, and hold harmless City, and its officers, employees, agents and volunteers, from and against any and all liability, losses, claims, damages, expenses, and costs (including attorney, expert witness and consultant fees, and litigation costs) of every nature, arising out of this Agreement, including but not limited to claims of contaminated water, or caused in whole or in part by any act or omission of County or its officers, employees, agents or contractors under this Agreement. The indemnification provisions contained in this section shall also extend to any action or claim brought against the City by Madera County LAFCO arising from the activities contemplated in this Agreement.

10. Termination: This Agreement shall terminate upon the earlier of (1) sixty (60) days from the date set forth above; (2) completion of Well MD-33 repair or replacement; or (3) upon seven (7) days advanced written notice from the City; or (4) as provided in paragraph 6 of this Agreement.

11. Integration: This Agreement is the final expression of, and contains the entire Agreement between, the Parties with respect to the subject matter hereof and supersedes all prior understandings with respect thereto. Except as expressly provided in this Agreement to the contrary, this Agreement may not be modified, changed, supplemented, superseded, canceled or terminated, nor may any obligations hereunder be waived, except by written instrument signed by the Party to be charged or by its agent duly authorized in writing or as otherwise expressly permitted herein. The Parties shall not be bound by any representation, warranty, promise, statement, or information, unless it is expressly set forth in this Agreement.

12. No Waiver: Failure of either party to insist on strict observance of, or compliance with, all of the terms of this Agreement in one or more instances, shall not be deemed to be a waiver of her or its right to insist on such observance or compliance with the other terms of this Agreement.

13. Severability: Should any term of this Agreement be deemed unlawful, that provision or part thereof shall be stricken, and such provision shall not affect the legality, enforceability or validity of the remainder of this Agreement. If any provision or part thereof of this Agreement is stricken in accordance with the provisions of this

paragraph, then the stricken provision shall be replaced, to the extent possible, with a legal, enforceable, and valid provision that is as similar in meaning to the stricken provision as is legally possible.

14. Contract Interpretation: The Parties agree that this Agreement has been jointly drafted and that this Agreement shall not, in any event, be construed as if it had been prepared by one of the Parties, but rather as if all Parties had prepared this Agreement. Accordingly, this Agreement shall not be construed in favor of, or against, any Party by reason of the extent to which any Party or its counsel participated in the drafting of this Agreement.

15. Assignment: County shall not assign or transfer this Agreement without the prior written consent of City.

16. No Third Party Beneficiaries: This Agreement shall not be construed to create any third party beneficiaries. This Agreement is for the sole benefit of the parties, their respective successors and permitted transferees and assignees, and no other person or entity shall be entitled to rely upon or receive any benefit from this Agreement or any of its terms.

IT IS SO AGREED:

<p>CITY OF CHOWCHILLA</p> <p>BY:</p>	<p>COUNTY OF MADERA</p> <p>BY:</p>
<p>_____ John Chavez, Mayor</p>	<p>_____ Max Rodriguez, Chairman of the Board of Supervisors</p>
<p>ATTEST:</p>	<p>ATTEST:</p>
<p>_____ Nanci Lima, City Clerk</p>	<p>_____ Tanna G. Boyd, Chief Clerk of the Board</p>

# CITY OF CHOWCHILLA

## Finance Department

130 South Second St.  
Civic Center Plaza  
Chowchilla, CA 93610

Phone #: (559) 665-8615

Fax #: (559) 665-2569

Website: [www.ci.chowchilla.ca.us](http://www.ci.chowchilla.ca.us)

Date Of Request: \_\_\_\_\_

### WATER METER APPLICATION

Name of Person Completing Application (Please Print) \_\_\_\_\_

#### BILLING INFORMATION

#### Account #

Company Name: \_\_\_\_\_

Contact Person's Name: \_\_\_\_\_

Billing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip \_\_\_\_\_

Business Phone: (\_\_\_\_) \_\_\_\_\_ Cell Phone: (\_\_\_\_) \_\_\_\_\_

Home Phone: (\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_) \_\_\_\_\_

Email: \_\_\_\_\_

Emergency Contact Name: \_\_\_\_\_ Emergency Contact # (\_\_\_\_) \_\_\_\_\_

#### REQUESTED LOCATION OF INSTALLATION & ACTUAL LOCATION OF METER

Requested Location: \_\_\_\_\_

Purpose of Request: \_\_\_\_\_

Actual Location: \_\_\_\_\_

Reason for Change: \_\_\_\_\_

#### DISCLOSURES/APPLICANT SIGNATURE

I understand that it can take up to **72 hours** to get approval of a water meter and have it placed on site. I understand that my company and subcontractors must not move the water meter and that if the meter needs to be moved that there is an additional fee and the meter shall be moved by contacting the City of Chowchilla and that no employee, subcontract or other person shall tamper, move, or alter the water meter in anyway. I further understand that if any damage is done to the meter that myself and/or my company is responsible to pay for damages. I understand that non-payment of bills shall lead to the water meter being removed by the City of Chowchilla and shall not be returned until all said fees owed to the City of Chowchilla have been paid. I understand that I am working under permits and/or business license in the City of Chowchilla and that if said permit/business license is pulled for violations that the water meter shall be removed at my expense. I am stating by signing this that I have the authority to have the water meter installed. I understand that I am required to pay in advance the deposit fee and the installation fee. **I understand that in order to remove the meter it must be a written request made by me or my company.**

Signature of Applicant: \_\_\_\_\_ Date: \_\_\_\_\_

Copy given to Customer

Faxed to Public Works by: \_\_\_\_\_

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



# REPORT TO THE CITY COUNCIL

Council Meeting of March 10, 2015

<b>Agenda Section:</b>	<u>New Business</u>
<b>SUBJECT:</b>	<b>Consideration of Madera County Economic Development Commission's 2015 - 2016 Budget</b>
<b>Prepared By:</b>	<u>Craig Locke, City Engineer/Director of Public Works</u>
<b>Approved By:</b>	<u>Carolyn Lehr, Interim City Administrator</u>

**RECOMMENDATION**

That the City Council by consensus direct staff to include funding in the 2015-2016 Budget for continued economic development marketing services provided by the Madera County Economic Development Commission (MCEDC)

**HISTORY / BACKGROUND**

Mr. Bobby Kahn, MCEDC Executive Director has submitted a memo to the Council requesting 2015/16 Basic Level Budget funding for the Economic Development Commission. The budget request for the City is \$27,047.00, up by \$1,166.00 compared to last year's request.

Mr. Kahn has also submitted MCEDC Projected Expenses and Summary of Staff Time.

**FINANCIAL ANALYSIS**

To be included in the 2015 – 2016 General Fund budget in the amount of \$27.047.00

**ATTACHMENTS**

- Memo
- Summary of Staff Time
- Projected Expenses

## MEMO

DATE: March 10, 2015

TO: Chowchilla City Council

FROM: Bobby Kahn, Executive Director  
Madera County Economic Development Commission

RE: Madera County Economic Development Commission 2015/16 Annual Basic Service Level Budget

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### **I. RECOMMENDATION**

The Madera County Economic Development Commission (MCEDC) recommends the Chowchilla City Council (Council) approve the 2015/16 Basic Service Level Budget as submitted.

### **II. BACKGROUND**

MCEDC was created by the County of Madera and the cities of Madera and Chowchilla (PARTIES) through a Joint Powers Agreement (JPA). MCEDC is required by the JPA to submit a Basic Service Level Budget to the PARTIES on an annual basis. Once approved the budget is divided between PARTIES proportionally based on population. Through the past several years MCEDC has worked diligently on attraction, expansion and retention efforts with local businesses throughout the County.

### **III. SUMMARY**

The 2015/16 Basic Service Level Budget is approximately 4.6% higher than the 2014/15 budget. All budget line items are almost identical to the 2014/15 budget. The increase is a result of continued increases in health and medical benefits and a 2.5% cost-of-living (COLA) increase for Lois Grow, Business Assistance & Office Manager and Julie Herd Manager of Business Development & Marketing. MCEDC has not given a COLA to any of the employees since 2007. MCEDC is submitting a Basic Service Level Budget of \$395,997. The budget is prorated between the PARTIES based on population. The County share is 54%, City of Madera is 39.17%, and the City of Chowchilla is 6.83%.

### **IV. FISCAL IMPACT**

This request will have an impact to the General fund in the amount of \$27,047 MCEDC invoices the City on a quarterly basis.

## Summary of Staff Time

\*Based on population

Business Assistance/Office Manager

\*\* 15% to CDBG

Executive Director

\*\*1% to CDBG

County of Madera	City of Madera	City of Chowchilla	TOTAL
54%	39.17%	6.83%	100%
54%	39.17%	6.83%	100%
54%	39.17%	6.83%	100%

### Business Assistance/Office Manager

						CDBG
Salary	\$53,677.20	\$24,637.83	\$17,871.56	\$3,116.23	\$45,625.62	\$8,051.58
Retirement	\$4,025.79	\$1,847.84	\$1,340.36	\$233.72	\$3,421.92	\$603.87
Employer Taxes	\$4,106.31	\$1,884.79	\$1,367.17	\$238.40	\$3,490.36	\$615.95
Workers Comp.	\$595.82	\$273.48	\$198.38	\$34.59	\$506.45	\$89.37
Medical	\$17,416.36	\$7,994.11	\$5,798.70	\$1,011.10	\$14,803.91	\$2,612.45
Dental	\$757.90	\$347.88	\$252.34	\$44.00	\$644.21	\$113.69
Vision	\$100.37	\$46.07	\$33.42	\$5.83	\$85.31	\$15.06
Life/LTD	\$240.00	\$110.16	\$79.91	\$13.93	\$204.00	\$36.00
					\$68,781.78	\$12,137.97

### Business Development/Mkting Manager

Salary	\$48,590.12	\$26,238.66	\$19,032.75	\$3,318.71	\$48,590.12
Retirement	\$3,644.26	\$1,967.90	\$1,427.46	\$248.90	\$3,644.26
Employer Taxes	\$3,717.14	\$2,007.26	\$1,456.00	\$253.88	\$3,717.14
Workers Comp	\$539.35	\$291.25	\$211.26	\$36.84	\$539.35
Medical	\$23,337.22	\$12,602.10	\$9,141.19	\$1,593.93	\$23,337.22
Dental	\$1,015.34	\$548.28	\$397.71	\$69.35	\$1,015.34
Vision	\$136.10	\$73.49	\$53.31	\$9.30	\$136.10
Life/LTD	\$213.00	\$115.02	\$83.43	\$14.55	\$213.00
					\$81,192.53

### Executive Director

						CDBG
Salary	\$107,923.00	\$57,695.64	\$41,850.70	\$7,297.43	\$106,843.77	\$1,079.23
Retirement	\$16,188.00	\$8,654.10	\$6,277.44	\$1,094.58	\$16,026.12	\$161.88
Employer Taxes	\$8,256.00	\$4,413.66	\$3,201.54	\$558.24	\$8,173.44	\$82.56
Workers Comp	\$3,615.42	\$1,932.81	\$1,402.00	\$244.46	\$3,579.27	\$36.15
Medical	\$12,315.21	\$6,583.71	\$4,775.63	\$832.72	\$12,192.06	\$123.15
Dental	\$559.81	\$299.27	\$217.09	\$37.85	\$554.21	\$5.60
Vision	\$78.58	\$42.01	\$30.47	\$5.31	\$77.79	\$0.79
Life/LTD	\$487.00	\$260.35	\$188.85	\$32.93	\$482.13	\$4.87
					\$147,928.79	\$1,494.23

\$311,535.30	\$160,867.67	\$116,688.67	\$20,346.78	\$297,903.10	\$13,632.20
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<b>EDC Projected Expenses</b>		County	City	City	
(Exhibit B)		of Madera	of Madera	of Chowchilla	TOTAL
<b>Staff Salaries/Other Compensation</b>		108,572	78,755	13,732	201,060
<b>Staff Benefits/Taxes</b>		52,296	37,934	6,614	96,844
Subtotal		160,868	116,689	20,346	297,903
<b>Operating Expenses</b>	% to be applied	54%	39.17%	6.83%	100%
Audit	3,500	1,890.00	1,371.00	239.00	3,500
Auto Expense/Travel	3,000	1,620.00	1,175.00	205.00	3,000
Conference/Training	2,000	1,080.00	783.00	137.00	2,000
Staff Expense	2,000	1,080.00	783.00	137.00	2,000
Insurance/Surety Bonds	1,000	540.00	392.00	68.00	1,000
Office Supplies	1,000	540.00	392.00	68.00	1,000
Office Rent	28,800	15,552.00	11,281.00	1,967.00	28,800
Organizational Dues	1,700	918.00	666.00	116.00	1,700
Postage	1,000	540.00	392.00	68.00	1,000
Newsletter	2,394	1,293.00	938.00	163.00	2,394
Printing	1,000	540.00	392.00	68.00	1,000
Publications/Directories	500	270.00	196.00	34.00	500
Repairs/Maintenance	2,500	1,350.00	979.00	171.00	2,500
Telephone	3,000	1,620.00	1,175.00	205.00	3,000
Utilities	3,500	1,890.00	1,371.00	239.00	3,500
Commission Expense	200	108.00	78.00	14.00	200
Equipment Rental	3,000	1,620.00	1,175.00	205.00	3,000
Marketing	38,000	20,520.00	14,885.00	2,595.00	38,000
	98,094.00	52,971.00	38,424.00	6,699.00	98,094
<b>TOTAL Fiscal Year 15/16</b>		213,838.00	155,112.00	27,047.00	395,997.00
		County of Madera	City of Madera	City of Chowchilla	



# REPORT TO THE CITY COUNCIL

Council Meeting of March 10, 2015

**Agenda Section:** New Business

**SUBJECT:** **Council Resolution Amending the CCP.F2.2 Procurement Policy**

**Prepared By:** Nanci Lima, City Clerk

**Authorized By:** Rod Pruett, Finance Director

**Approved By:** Carolyn Lehr, Interim City Administrator

## RECOMMENDATION

Council, by motion, approve the Resolution Amending the CPP.F2.2 Procurement Policy.

## HISTORY / BACKGROUND

In 2000 the Council adopted what was then APP.F2.2 a Procurement Policy, setting the policies and procedures regarding procurement to provide more detailed guidelines than are contained within the Municipal Code. October 28, 2014 the Council approved an amendment increasing the limit for the formal bid process from \$10,000 to \$30,000.

Staff has continued the review of the policy and recommends the following changes of the Procurement Policy:

1. ***Purchasing Authority***
  - a. ***\$300.00 or Less.*** Individual employees with prior approval of their Department Head may purchase up to \$300.00.
  - b. ***\$301.00 - \$5,000.00*** Department Heads (or authorized designee as approved by the City Administrator) must sign all Purchase Orders.
  - c. ***More Than \$5,000.00*** Purchases over \$5,000.00 require the prior approval of the City Administrator.
2. ***Purchasing Procedure***
  - a. ***Less than \$30.00.*** Purchases totaling less than \$30 and purchased from Suppliers other than those listed under the Open PO Supplier listing, shall be made using petty cash
    - i. ***Use An Advance Or Reimbursement.*** The employee making the purchase shall request an advance or reimbursement from the appropriate petty cash fund. (See Petty Cash Procedures herein.)
  - b. ***\$300.00 Or Less.*** Purchases totaling \$300.00 or less may be made with Open PO Suppliers (Finance maintains a list). If an open purchase order does not exist for the Supplier you want to use, submit a Purchase Order Request, approved by a Department Head, to Finance for a Purchase. All Purchase Order Requests over \$300, must be pre-approved by the appropriate Department Head.
3. ***Local & Recycled Preferences.*** Apply local and recycled materials preferences (Chapter 2, Sections IV and V below) when appropriate.

When reviewing the policy staff found the Purchasing Authority was below common practice and was limiting and time consuming for staff implementation.

**Section V - Petty Cash Purchase**  
Removal of Parks & Rec Petty Cash

This allocation is no longer necessary and is not currently being used.

**Exhibit A**  
**Open Purchase Order Suppliers**

Check with the Finance Department to confirm the status of these purchase orders.

Staff recommends this change since purchase orders change on a continual basis.

**FINANCIAL ANALYSIS**

There should be no significant financial impact.

**ATTACHMENTS**

Resolution  
Policy

**COUNCIL RESOLUTION # -15**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHOWCHILLA AMENDING  
COUNCIL POLICIES AND PROCEDURES RELATING TO PROCUREMENT DIRECTIVES  
FOR CITY OPERATIONS**

**WHEREAS** the City Council of the City of Chowchilla adopted Ordinance #414-00 on November 12,2000 adding Chapter 4.04 of Title 4 of the Chowchilla Municipal Code relating to public purchasing and policies; and

**WHEREAS**, Chapter 4.04 of Title 4 of the Chowchilla Municipal Code, Article II; establishes the position of the purchasing agency and identifies authority and duties, and

**WHEREAS**, Chapter 4.04 of Title 4 of the Chowchilla Municipal Code, Article II; further designates operational procedures to govern all purchases made on behalf of the City; and

**WHEREAS**, Exhibit 1, also referred to “Council Policies and Procedure Manual CPP.F2.2” supersedes all prior directives, memorandums, and practices related to the purchasing of supplies, equipment, services, and construction.

**NOW, THEREFORE, BE IT RESOLVED**, that the City Council of the City of Chowchilla, does hereby approved the amendment to the policies and procedures relating to procurement directives for City operations referred to as Exhibit 1 “Council Policies and Procedure Manual CPP.F2.2”. This directive is effective immediately

**PASSED AND ADOPTED** by the City Council of the City of Chowchilla at a regular meeting held on the 10th day of March 2015 by the following vote to wit:

**AYES:**

**NOES:**

**ABSTAINS:**

**ABSENT:**

APPROVED:

\_\_\_\_\_  
John Chavez, Mayor

ATTEST:

\_\_\_\_\_  
Nanci C. O. Lima, MMC  
City Clerk

## *City of Chowchilla*

### ADMINISTRATIVE POLICY and PROCEDURE MANUAL

#### **PROCUREMENT**

Section:	Finance	Date:	March 2015
Subject:	Purchasing	Supersedes:	October 2014
Ref:	CPP – F2.2	Council Approval:	Reso. # xx-15
Applies to:	All Employees	Administrator Approval:	
Page:	1 to 55	Exhibits:	A-J Attached

*Note: Policy language subject to modification at any time.*

#### **PURPOSE**

The policies and procedures found in this section govern all purchases made on behalf of the City. They supersede all prior directives, memorandums, and practices related to the purchasing of supplies, equipment, services, and construction. This policy is a synthesis of prudent procurement practices, applicable laws, financial principles, accounting principles, and budgetary and administrative controls.

#### **APPLICATION**

##### ***Adoption Of Purchasing System***

Several fundamental principles must be observed when making purchases on behalf of the City. They are: (1) ensure supplies, equipment, services and construction are obtained at the lowest possible cost, consistent with the quality and quantity required to maintain the efficient operation of City departments, (2) exercise positive financial control over all purchases, (3) assure the quality of purchases, and (4) clearly define authority for the purchasing function.

Title 4 of the Chowchilla Municipal Code was adopted to establish efficient, equitable, and uniform procedures for the purchase of supplies, equipment, services, and construction; provide for the fair and equitable treatment by the City of all persons involved in public purchasing; maximize the purchasing value of public funds; exercise financial control over purchases; clearly define authority for procurement functions; and provide safeguards for maintaining a procurement system of quality and integrity.

Throughout the acquisition process, the City will operate in a manner that encourages competition. Reputable business practices will be observed. Suppliers and contractors will be treated in a fair and business like manner with preference given to local suppliers based on the City's ultimate receipt of sales tax, up to a total of \$1,000.00, in accordance with the Municipal Code (see below for further detail).

### ***Appropriated Funds***

To operate effectively within the City Budget, it is necessary to record all purchases in accordance with generally accepted accounting practices for governmental entities, as well as in relationship to the funds available in the budget. Accordingly, all employees of the City shall become familiar with and follow the City's policies and procedures as they relate to procurement. Supervisors and Department Heads must be cognizant of their respective budget limitations, initiate purchases accordingly, and code invoices appropriately. Individual departments must anticipate requirements and initiate action to purchase goods and services well in advance of the time they are needed. Estimates of annual departmental usage of certain items may be necessary so that economic ordering points may be determined.

### ***Thresholds For Competitive Sealed Bids And Proposals***

The City Administrator will establish thresholds for competitive sealed bids and proposals and will make changes to the thresholds, as she deems necessary.

### ***Personal Purchases Prohibited***

1. City employees are *strictly prohibited* from obligating the City of Chowchilla, financially or otherwise, by any means, including but not limited to purchase orders and contracts, when the employee has a personal, material, financial, or other interest in the obligation. Employees are strictly prohibited from accepting any form of gratuities. For this section only, employee is defined as an individual drawing a salary or wages from the City, whether elected or not; any non-compensated individual performing personal services for the City or any department, agency, commission, council, board, or any other entity established by the executive or legislative branch of the City; and any non-compensated individual serving as an elected official of the City.
2. At no time while appearing to represent the City, will any employee purchase any item for personal use without first informing the Supplier of the personal use. The employee with his or her personal funds shall pay all such purchases. When personal purchases are made under these circumstances, separate invoices or sales receipts must be issued by the Supplier. Such invoices must bear the employee's name, home address, and phone number and may *not* be delivered to the City. Employees may *not* accept discounts, sales, reduced prices, or other benefits offered by Suppliers because of employees' relationships with the City.

3. At no time will any employee be allowed to incur costs to the City for personal purposes, such as making personal long-distance phone calls, copies, or facsimiles, mailing personal bills, letters, or packages, or otherwise committing the City to pay for an employee's personal expenses.
4. At no time will any employee use, borrow, loan, or take home City equipment or supplies for personal use, whether for recreational use or for personal business.
5. City employees should avoid any implied or actual infraction of City rules and regulations, such as receiving personal mail at City offices, using the City address or telephone number on personal checks, or any other indication that the employee might stand to gain at cost to the City.

### **RESPONSIBILITY FOR ENFORCEMENT**

The City Administrator has the ultimate responsibility of assigning appropriate and designated or delegated authority to the Finance Director for operational enforcement and monitoring. Department Heads (and mid-managers and supervisors as assigned) have the overall day-to-day responsibility for compliance of this administrative policy.

### **PUBLIC ACCESS TO PROCUREMENT INFORMATION**

Procurement information shall be a public record to the extent provided in Government Code §6252 and shall be available to the public as provided in that statute. *Some* of the requirements of Government Code Section 6252 are summarized below to provide a brief overview of the California Public Records Act as it may pertain to procurement records. This section is set forth here for informational purposes only. Because Government Code Section 6252, et. seq., may be changed at any time by the legislature, the City Attorney should be consulted before taking action under the California Public Records Act.

1. ***Definition Of "Public Record"***. "Public record" includes any writing containing information relating to the conduct of the public's business prepared, owned, used, or retained by the City regardless of physical form or characteristics."
2. ***Records Must Be Open To Inspection At All Times***. Public records must open to inspection at all times during the City's office hours, except as noted below under "Exceptions". Any reasonably segregative portion of a record shall be available for inspection by any person requesting the record after deletion of the portions that are exempt by law.
3. ***Records Shall Be Made Promptly Accessible***. Upon a request for a copy of records that reasonably describes an identifiable record or records, the City shall make the records promptly available to any person, upon payment of fees covering direct costs of duplication, or a statutory fee, if applicable. Upon request, an exact copy shall be provided unless impracticable to do so. Computer data shall be provided in a form determined by the City.

4. ***Determinations Must Be Made Within Ten Days Whether The Request Seeks Copies Of Public Records In Possession Of The City That May Be Disclosed.*** The City, upon a request for a copy of records shall, within ten- (10) days from receipt of the request, determine whether the request, in whole or in part, seeks copies of public records in the possession of the City that may be disclosed. The City shall promptly notify the person making the request of the determination and the reasons for it.
  - a. ***Time Extension May Be Allowed In Unusual Circumstances.*** In unusual circumstances, the time limit prescribed in this section maybe extended by written notice by the City Administrator, or its designee, to the person making the request. The written notice shall set forth the reasons for the extension and the date on which a determination should be dispatched.
    - i. ***No Extension Beyond 14 Days.*** No notice shall specify a date that would result in an extension for more than 14 days. Only to the extent reasonably necessary to the proper procession of the particular request, as used in this section, “unusual circumstances” means:
      1. ***Need To Search And Collect Records.*** The need to search for and collect the requested records from field facilities or other establishments that are separate from the office processing the request;
      2. ***Need To Search, Collect And Examine Records.*** The need to search for, collect, and appropriately examine a voluminous amount of separate and distinct records which are demanded in a single request;
      3. ***Need To Consult With Another Agency.*** The need for consultation, which shall be conducted with all practicable speed, with another agency having substantial interest in the determination of the request or among two or more components of the City having substantial subject matter interest in the determination of the request.
  - b. ***Obstruction To Records Is Not Permitted.*** Nothing in Government Code Section 6252, et. seq., shall be construed to permit the City to obstruct the inspection or copying of public records. Public records stored in a computer shall be disclosed as required by this section.
  - c. ***Notification Of Denial Shall Bear Names & Titles Of Person(s) Responsible.*** Any notification of denial of any request for records shall set forth the names and titles or positions of each person responsible for the denial.
  - d. ***City May Adopt Requirements To Improve Access.*** Except as otherwise prohibited by law, the City may adopt requirements for itself that allow for *faster, more efficient, or greater access to records* than prescribed by the minimum standards set forth by Government Code Section 6252.
  - e. ***City May Adopt Procedures For Record Requests.*** The City may adopt regulations stating the procedures to be followed when making its records available in accordance with Government Code §6252.

5. **Exceptions.** Except as provided in Government Code §6254.7 and §6254.13, nothing in the California Public Records Act shall be construed to require disclosure of records that are any of the following:
  - a. **Preliminary Drafts, Notes, Inter-Agency, Or Intra-Agency Memoranda Not Retained By The City In The Ordinary Course Of Business.** Preliminary drafts, notes, inter-agency or intra-agency memoranda that are not retained by the City in the ordinary course of business, if the public interest in withholding those records clearly outweighs the public interest in disclosure.
  - b. **Records Pertaining To Pending Litigation.** Records pertaining to pending litigation to which the City is a party, or to claims made pursuant to Division 3.6 (commencing with §810) until the pending litigation or claim has been finally adjudicated or otherwise settled.
6. **City Must Justify Withholding Records.** The City shall justify withholding any record by demonstrating that the record in question is exempt under express provisions of Government Code §6252, et. seq., or that on the facts of the particular case the public interest served by not making the record public clearly outweighs the public interest served by disclosure of the record.
7. **Access To Records May Not Be Denied Based Upon Purpose Of Request.** The City may not limit access to a public record based upon the purpose for which the record is being requested, if the record is otherwise subject to disclosure.
8. **Nothing In This Section Prevents Destruction Of Records Pursuant To Law.**

## **DEFINITIONS**

1. **Brand Name Or Equal Specifications.** A specification limited to one or more items by manufacturers' names or catalogue numbers to describe the standard of quality, performance, and other salient characteristics needed to meet City requirements, and which provides for the submission of equivalent products.
2. **Brand Name Specifications.** A specification limited to one or more items by manufacturers' names or catalogue numbers.
3. **Business.** Any corporation, partnership, individual, sole proprietorship, joint stock company, joint venture, or any other private legal entity.
4. **Business, Local.** Any corporation, partnership, individual, sole proprietorship, joint stock company, joint venture, or any other private legal entity, *which maintains a physical, working office within the city limits of the City of Chowchilla.*
5. **Change Order.** A written order signed and issued by the City Administrator, or its designee, directing the supplier or contractor to make changes or modifications to an order. The change order may make written alteration to the specifications, delivery point, rate of delivery, period of performance, price, quality, quantity, or other provisions of the contract.
6. **Contract.** Any authorized City agreement, regardless of what it is called (purchase order, contract, etc.), for the procurement of supplies, equipment, services, or construction.

7. **Contractor.** Any person having a contract with the City.
8. **Construction.** The furnishing of labor, equipment, materials, time or effort by a contractor for the permanent or temporary erection, painting, carpeting, alteration, demolition, maintenance, or repair of any public structure, building, plant, park, lot, facility, utility system, real property, well, road or other improvement of any kind, including work in or about streets, sewers, streams, bays, waterfronts, embankments, and work for protection against overflow.
9. **Cost Analysis.** The evaluation of cost data for arriving at costs actually incurred or estimates of costs to be incurred, prices to be paid, and costs to be reimbursed.
10. **Cost Data.** Factual information concerning the cost of labor, material, overhead, and other cost elements that are expected to be incurred, or which have been actually incurred, by the contractor in performing the contract; or that are expected to be incurred by the City in the use of the equipment or material to be purchased.
11. **Cost Reimbursement Contract.** A contract under which a contractor is reimbursed for costs which are allowable and allocable in accordance with the contract terms and the provisions of this Manual, and a fee or profit, if any.
12. **Direct Or Indirect Participation.** Involvement through decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity.
13. **Disadvantaged Business.** A small business which is owned or controlled by a majority of persons, not limited to members of minority groups, who have been deprived of the opportunity to develop and maintain a competitive position in the economy because of social disadvantages.
14. **Employee.** An individual drawing a salary or wages from the City, whether elected or not; any non-compensated individual performing personal services for the City or any department, agency, commission, council, board, or any other entity established by the executive or legislative branch of the City; and any non-compensated individual serving as an elected official of the City.
15. **Equipment.** (See "Supplies")
16. **Financial Interest.** "Financial interest" as used herein, is defined by the City's Conflict of Interest Code for Designated Employees.
17. **Gratuity.** A payment, loan, subscription, advance, deposit of money, service, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received
18. **Immediate Family.** A spouse, children, parents, brothers, and sisters.
19. **Invitation For Bids.** All documents, whether attached or incorporated by reference utilized for soliciting sealed bids. Invitations for Bids (IFB) are awarded to the lowest responsible and responsive bidder(s).
20. **Local Business.** (See Business, Local).
21. **Person.** Any business, individual, corporation, union, committee, club, other organization, or group of individuals.

22. **Price Analysis.** The evaluation of price data, without analysis of the separate cost components and profit as in cost analysis, which may assist in arriving at prices to be paid and costs to be reimbursed
23. **Pricing Data.** Information concerning prices for items substantially similar to those being procured. Prices in this definition refer to offered or proposed selling prices, historical selling prices and current selling prices. The definition refers to data relevant to both prime and sub-contract prices.
24. **Procurement.** The buying, purchasing, renting, leasing, trading, or otherwise acquiring of any supplies, equipment, services or construction. It also includes all functions that pertain to the obtaining of any supplies, equipment, services, or construction, including descriptions of requirements, selection and solicitation of sources, preparation, and award of contracts, and all phases of contract administration.
25. **Qualified Products And Services List.** An approved list of supplies, equipment, services, or construction items described by model numbers, catalog numbers, or other means, which, before competitive solicitation, the City has determined will meet the applicable specification requirements.
26. **Request For Proposals.** All documents, whether attached or incorporated by reference, utilized for soliciting proposals. Requests for Proposals (RFP) are generally awarded based on factors other than and including price.
27. **Requesting Department.** Any department, commission, board, or agency requiring supplies, equipment, services, or construction procured pursuant to the Ordinance.
28. **Responsible Bidder Or Offeror.** A person who has the capability in all respects to perform fully the contract requirements, and the tenacity, perseverance, experience, integrity, reliability, capacity, facilities, equipment, and credit which will assure *good faith performance*.
29. **Responsive Bidder Or Offeror.** A person who has submitted a bid that conforms in all material respects to the requirements set forth in the solicitation.
30. **Services.** The furnishing of labor, time, or effort by a contractor, not involving delivery of a specific product other than reports which are merely incidental to the required performance. "Services" shall include professional services. "Services" shall not include employment agreements or collective bargaining agreements.
31. **Specification.** Any description or scope of work of the physical or functional characteristics or of the nature of supplies, equipment, service, or construction. It may include a description of any requirement for inspection, testing or delivery of supplies, equipment, services, or construction.
32. **Supplies.** All property, including but not limited to equipment, materials, printing, insurance, and leases of real property, excluding land or a permanent interest in land.

# CHAPTER 1

## Authority To Purchase

### *Section I - Governing Body*

The City Council determines expenditure levels through the formulation and approval of the annual budget. In performing this policy-making function, the City Council establishes a set of goals, priorities, and performance standards to which the City organization directs its collective efforts to accomplish.

### *Section II - City Administrator*

The City Council has delegated to the City Administrator responsibility for carrying out a program of services to the community. It is the City Administrator's responsibility to manage the Annual Budget to accomplish the goals and priorities of the City Council. All regulations, as well as recommendations for changes in general procurement policies will only be made with the approval of the City Administrator.

1. ***Creation Of The Position Of Purchasing Agent.*** Title 4 of the Chowchilla Municipal Code created the position of purchasing agent, who is the City's principal public purchasing official. The City Administrator, or such other person as the City Administrator may designate, shall be the purchasing agent of the City.
2. ***Duties.*** In accordance with the Municipal Code, and subject to the supervision of the Mayor and City Council, the City Administrator shall:
  - a. Procure or supervise the procurement of supplies, equipment, services and construction needed by the City;
  - b. Exercise general supervision over all inventories of supplies and equipment belonging to the City;
  - c. Sell, trade or otherwise dispose of surplus supplies and equipment belonging to the City;
  - d. Establish and maintain programs for specification development, contract administration, inspection, testing, and acceptance;
  - e. Ensure all state and local procurement laws and internal procedures and policies are followed; and
  - f. Adopt and administer a code of ethics that shall be followed by all employees in the procurement of supplies, equipment, services, and construction.
3. ***Operational Procedures.*** Consistent with the Municipal Code, and with the approval of the Mayor or City Council, the City Administrator may adopt operational procedures relating to the execution of its duties.

### ***Section III - Delegation To Other City Officials***

In accordance with Title 4 of the Municipal Code, the City Administrator may delegate authority to purchase certain supplies, equipment, services, or construction items to other City officials, when it is deemed necessary for the effective procurement of those items.

1. ***Department Head Responsibility.*** City Department Heads are responsible for meeting the goals and objectives established by the City Council and they are provided with budgeted funds to attain those goals. Each Department Head has the responsibility and authority to make certain that purchases are within the scope of the adopted budget. This authority may be delegated supervisors who are responsible for services or cost centers within the department.

Department Heads have been granted the discretion to make purchases within the scope of their respective appropriations. Department Heads may proceed with purchases (either capital outlay items or routine supplies, tools, etc.) as long as the purchases do not exceed the "bottom line" by the end of the fiscal year. Purchases that would cause expenditures to exceed a department's budget may not be made without prior written approval of the City Administrator.

Although the City Council has established goals and expenditure levels for each department, an appropriation is neither a permit nor a directive to expend funds. Purchases shall not be made unless the need for the goods or services continues to exist and the total cost of the goods or services is within the parameters of the budget as stated above. In addition, these criteria must be ultimately weighed against the availability of funds and the relationship of the departmental goals to the overall City priorities. For proper management control, it is imperative that all expenditures be authorized *before* purchase. Department Heads may authorize their designated employees to make purchases under \$300.00. Such authorization is generally in the form of executed Purchase Order Requests.

## CHAPTER 2

### Purchases of \$30,000.00 or Less

#### *Section I - Informal Competitive Quotes*

1. ***Conditions For Use.*** Any contract not exceeding \$30,000.00 or the amount fixed by the City Administrator for solicitation of Formal Bids, may be made in accordance with the informal quote procedures authorized in this Chapter. Contract requirements shall not be artificially divided to constitute Request for Quotations (RFQs) or small purchases under this Chapter.
2. ***Procedures***
  - a. ***Use Request For Quotation (RFQ) Form And Terms & Conditions.*** Quotes must be solicited using the Request for Quotation form ***and*** the "RFQ Terms and Conditions" (Exhibit D). The Terms and Conditions must always accompany the RFQ form because they protect the City's interests and help resolve problems that may occur with the order. The RFQ and "RFQ Terms and Conditions" may be sent by mail or facsimile.
  - b. ***Solicit No Less Than Three Businesses.*** Insofar as it is practical, no less than three businesses shall be solicited to submit quotations.
  - c. ***Public Notice And Advertising Are Not Required.*** Public notice and advertising of the Request For Quotes is not required.
  - d. ***Receipt Of Quotes.*** Although it is not necessary that informal quotes be received in a sealed envelope, no quote shall be handled to permit disclosure of the identity of any bidder or the contents of any quote to competing bidders until after the time for receipt of quotes. After the time for receipt of quotes, a summary of quotes shall be prepared containing the name of each bidder, the number of modifications (addenda) received, if any, and a description sufficient to identify the item/services offered and the price(s). The Bid Summary (Exhibit G) shall be open for public inspection only after the time for receipt of quotes.
  - e. ***Award To Lowest Responsible And Responsive Bidder.*** Award must be made to the lowest responsible and responsive bidder.
    - i. "Responsible" bidder is a person who has the capability in all respects to perform fully the contract requirements, and the tenacity, perseverance, experience, integrity, reliability, capacity, facilities, equipment, and credit that will assure good faith performance.
    - ii. Responsive" bidder is a person who has submitted a bid that conforms in all material respects to the requirements set forth in the solicitation.
  - f. ***Award To Other Than Lowest Bidder.*** If award is made to other than the bidder offering the lowest price, a memo must be attached to the Purchase Order Request, and signed by the Department Head, which indicates why the lowest bidder or bidders do not meet specifications or are not responsible bidders.
  - g. ***Department Recommendation For Award.*** After reviewing the quotes received and applying the Local Preference and the Recycled-Materials

Preference (Sections IV and V of this Chapter) when applicable, the Department Head shall submit a Purchase Order Request with a recommendation of award to the City Administrator.

- h. ***City Administrator Approval Required.*** The City Administrator must approve award of bid (quote) before a purchase order will be issued.
- i. ***Quotes And Summary Attached To PO Request.*** A copy of the original RFQ and copies of all quotes received must be attached to the Purchase Order Request (Exhibit F), and summarized on the "Bid Summary" (Exhibit G). Please highlight the lowest responsible and responsive bidder.
- j. ***Public Record.*** The names of the businesses submitting quotations, and the date and amount of each quotation, shall be recorded and maintained as a public record.
- k. ***No "Confirming Orders".*** Orders shall not be placed before purchase orders are issued (confirming orders). The City of Chowchilla will not pay for purchases that are ordered before approval is obtained.
- l. ***Sole Source Purchase.*** If the item or service is available from only one source, a "Bid Summary" form must be attached to the Purchase Order Request. The Sole Source Box must be checked. The requisitioner shall furnish a detailed justification explaining the sole source request.

## ***Section II - Informal Competitive Proposals***

- 1. ***Conditions For Use.*** When the City Administrator determines that the use of an informal Request For Quotations (RFQ) and award to the lowest responsible and responsive bidder is neither practicable nor advantageous to the City, a contract may be entered into by use of the informal competitive proposals method. The informal Request For Proposals (RFP) method requires solicitation of proposals that will be evaluated based on award criteria other than, but including, the lowest price. The informal RFP method is similar to the formal RFP method (Chapter 3, Section II of this manual) but it contains fewer requirements.
- 2. ***Procedures***
  - a. ***Use Request For Proposal (RFP) Form And Terms & Conditions.*** Proposals must be solicited using the Request for Proposals format ***and*** the "RFP Terms and Conditions" (Exhibit E). The Terms and Conditions must always accompany the RFP form because they protect the City's interests and help resolve problems that may occur with the order. The RFP and "RFP Terms and Conditions" may be sent by mail or facsimile.
  - b. ***Solicit No Less Than Three Businesses.*** Insofar as it is practical no less than three businesses shall be solicited to submit proposals.
  - c. ***Public Notice And Advertising Are Not Required.*** Public notice and advertising of the informal Request For Proposals is not required.

- d. ***Receipt Of Proposals.*** Although it is not necessary that informal proposals be received in a sealed envelope, no proposal shall be handled to permit disclosure of the identity of any offeror or the contents of any proposal to competing offerors during the process of negotiation. A summary of proposals shall be prepared containing the name of each offeror, the number of modifications (addenda) received, if any, and a description sufficient to identify the item or service offered. The register of proposals shall be open for public inspection only after contract *award*.
- e. ***Award Of Proposal Determined In The Best Interest Of The City.*** Award must be made to the proposal determined to be in the best interest of the City, after consideration of all evaluation factors identified in the RFP.
- f. ***Evaluation Factors.*** The informal Request For Proposals shall state the relative importance of price and other evaluation factors.
- g. ***Discussion With Responsible Offerors And Revisions To Proposals.*** As provided in the Request For Proposals, discussion may be conducted with responsible offerors who submit proposals determined to be reasonably susceptible of being selected for award. Discussions shall be for the purpose of clarification to assure full understanding of, and conformance to, the solicitation requirements. Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals. Such revisions may be permitted after submissions and before award for obtaining best and final offers. In conducting discussions, there shall be no disclosure of identity of competing offerors or of any information derived from proposals submitted by competing offerors.
- h. ***Award Recommendation.*** The Department Head must indicate on the Purchase Order Request the Supplier or Contractor that is recommended for award.
- i. ***Department Recommendation For Award.*** After reviewing the proposals received, the Division Manager shall submit a Purchase Order Request with a recommendation of award to the City Administrator.
- j. ***City Administrator Approval Required.*** The City Administrator must approve award of the proposal before a purchase order will be issued.
- k. ***Quotes And Summary Attached To PO Request.*** A copy of the original RFP and copies of all proposals received must be attached to the Purchase Order Request (Exhibit F), and summarized on the "Bid Summary" (Exhibit G). Please highlight the recommended proposal.
- l. ***Public Record.*** The names of the businesses submitting proposals, and the date proposals were due, shall be recorded and maintained as a public record. The contract file shall contain the basis on which the award was made.
- m. ***Procedure.*** Follow the Informal Quotes procedures in Section One of this Chapter, except with reference to award to lowest bidder. Award of RFPs are made as noted above in item e.

### ***Section III - Small Purchases***

The City Administrator shall adopt operational procedures for making small purchases not exceeding the amount fixed by the City Administrator for solicitation of Informal Quotes. Small purchases may be made without competition. Small purchases may be made by claim, purchase order, blanket order, contract order, procurement card or any other method determined by the City Administrator to be reasonable and cost effective methods for making such purchases.

1. ***Purchasing Authority***
  - a. ***\$300.00 or Less.*** Individual employees with prior approval of their Department Head may purchase up to \$300.00.
  - b. ***\$301.00 - \$5,000.00*** Department Heads (or authorized designee as approved by the City Administrator) must sign all Purchase Orders.
  - c. ***More Than \$5,000.00*** Purchases over \$5,000.00 require the prior approval of the City Administrator.
2. ***Purchasing Procedure***
  - a. ***Less than \$30.00.*** Purchases totaling less than \$30 and purchased from Suppliers other than those listed under the Open PO Supplier listing, shall be made using petty cash
    - i. ***Use An Advance Or Reimbursement.*** The employee making the purchase shall request an advance or reimbursement from the appropriate petty cash fund. (See Petty Cash Procedures herein.)
  - b. ***\$300.00 Or Less.*** Purchases totaling \$300.00 or less may be made with Open PO Suppliers (Finance maintains a list). If an open purchase order does not exist for the Supplier you want to use, submit a Purchase Order Request, approved by a Department Head, to Finance for a Purchase. All Purchase Order Requests over \$300, , must be pre-approved by the appropriate Department Head.
3. ***Local & Recycled Preferences.*** Apply local and recycled materials preferences (Chapter 2, Sections IV and V below) when appropriate.

### ***Section IV - Local Preference***

1. ***Based On Receipt Of Sales Tax.*** The City's ultimate receipt of sales tax, up to a total of \$1,000.00, shall be considered in determining the lowest price.
2. ***Designation Of City As Recipient Of Tax.*** Any bidder who receives an award due to consideration of a local preference shall designate in writing the City of Chowchilla as the ultimate recipient of sales tax for the contract that is awarded.
3. ***Exceptions To Application Of Local Preference.***
  - a. Procurements made with federal or state grant funds;
  - b. Procurements of construction or public works projects; or
  - c. Procurements made in cooperation with other public entities.

### ***Section V - Preference For Recycled Products***

1. ***Preferences.*** The City will consider preferences in determining the lowest price(s) for products containing recycled materials. The following preferences are based on the amount and type of recycled content. The preferences are not cumulative; only one preference may be applied to a single product. The City shall apply the highest dollar preference per product.
  - a. ***50% Or More, Post-Consumer Recycled Content.*** The City will consider a 5% preference for products containing 50% or more post-consumer recycled content.
  - b. ***25% Or More, Post-Consumer Recycled Content.*** The City will consider a 2% preference for products containing 25% or more post-consumer recycled content.
  - c. ***10% Or More, Pre And Post-Consumer Recycled Content.*** The City will consider a 1% preference for products containing 10% or more pre or post consumer recycled content.
2. ***Exceptions To Application Of Recycled Materials Preference.*** The following exceptions may apply:
  - a. Procurements made with federal or state grant funds;
  - b. Procurements of construction or public works projects; or
  - c. Procurements made in cooperation with other public entities.
3. ***Proof Of Content.*** The City reserves the right to demand sufficient proof of the amount and type of recycled content before awarding bid.

### ***Section VI - Other Solicitation Methods***

Subject to the limitations of this Chapter, any type of contract which is appropriate to the procurement and which will promote the best interests of the City may be used; with the exception of the cost-plus-percentage-of-cost contract which is prohibited.

### ***Section VII - Exceptions To Procedures***

See Chapter 5 for exceptions to these procurement procedures.

## CHAPTER 3

### Purchases Exceeding \$30,000.00

#### *Section I - Competitive Sealed Bidding*

1. **Conditions For Use.** Any contract for the purchase of supplies, equipment and construction of an aggregate annual value exceeding \$30,000.00 or the amount set by the City Council for solicitation of Formal Bids, shall be awarded by compliance with the competitive sealed bidding procedures contained in this Chapter, except as otherwise provided in Chapter 4 (Contracting for Designated Professional Services), Chapter 5 (Exceptions to Competitive Procurement Procedures), and Chapter 7 (Procurement of Public Projects, Architect-Engineer and Land Surveying Services) of this Manual.

Competitive sealed bids are generally used when the product or service desired is simple to quantify and the City is able to determine the product or service that will meet its needs or purposes. A detailed specification is generally used to describe the goods or services desired.

#### **2. Procedures**

- a. **Invitation For Bids.** An Invitation For Bids shall be issued and shall include specifications and all contractual terms and conditions applicable to the procurement. Bids for supplies and equipment must be solicited using the Invitation For Bids Bid Master (Exhibit H) and bids for construction must be solicited using the Notice to Contractors Bid Masters (Exhibit I), unless otherwise directed by the City Administrator.
  - i. **Select IFB Or RFP.** Select either an Invitation for Bids (IFB) or Request for Proposals (RFP) format, depending on your procurement.
  - ii. **Use Formal Bid Master.** Using the Formal Bid Master, develop a bid specification for the item or services needed in accordance with the directions.
- b. **Solicit All Bidders On Bid List.** Insofar as it is practical, all bidders listed in the Bid List for the type of supplies, equipment or construction being bids shall be invited to bid.
- c. **Public Notice And Advertising.** Adequate public notice of the Invitation For Bids shall be given a reasonable time, not less than ten (10) calendar days prior to the date set forth therein for the opening of bids. Such notice may include publication in electronic form including, but not limited to, publication on the World Wide Web or the Internet, or publication in a newspaper of general circulation a reasonable time before opening. The public notice shall state the place, date and time of bid opening.
- d. **Receipt Of Bids.** Bids shall be received in sealed envelopes bearing on the outside the bid title and number. Bids must be received by the date and time designated in the Invitation For Bids.
- e. **Late Bids.** Late bids shall be returned to the bidders unopened.

- f. ***Bid Opening.*** Bids shall be opened publicly in the presence of one or more witnesses at the time and place designated in the Invitation For Bids. The amount of each bid, and such other relevant information as the City Administrator deems appropriate, together with the name of each bidder shall be recorded; the record and each bid shall be open to public inspection in accordance with Government Code §6252, the Public Information Act.
  - g. ***Bid Acceptance And Bid Evaluation.*** Bids shall be unconditionally accepted without alteration or correction, except as authorized in the Purchasing Ordinance. Bids shall be evaluated based on the requirements set forth in the Invitation For Bids, which may include criteria to determine acceptability such as inspection, testing, quality, workmanship, delivery, and suitability for a particular purpose. Those criteria that will affect the bid price and be considered in evaluation for award shall be objectively measurable, such as discounts, transportation costs, and total or life cycle costs. The Invitation For Bids shall set forth the evaluation criteria to be used. No criteria may be used in bid evaluation that are not set forth in the Invitation For Bids.
  - h. ***Correction Or Withdrawal Of Bids; Cancellation Of Awards.*** Correction or withdrawal of inadvertently erroneous bids before or after bid opening, or cancellation of awards or contracts based on such bid mistakes, may be permitted where appropriate. Mistakes discovered before bid opening may be modified or withdrawn by written notice received in the office designated in the invitation to bids prior to the time set for bid opening. After bid opening, corrections in bids shall be permitted only to the extent that the bidder can show by clear and convincing evidence that a mistake of a nonjudgmental character was made, the nature of the mistake, and the bid price actually intended. After bid opening, no changes in bid prices or other provisions of bids prejudicial to the interest of the City or fair competition shall be permitted. In lieu of bid correction, a low bidder alleging a material mistake of fact may be permitted to withdraw its bid if:
    - i. ***Mistake Is Clearly Evident.*** The mistake is clearly evident on the face of the bid document but the intended correct bid is not similarly evident; or
    - ii. ***Mistake Is Not Evident.*** The bidder submits evidence that clearly and convincingly demonstrates that a mistake was made. All decisions to permit the correction or withdrawal of bids, or to cancel awards or contracts based on bid mistakes, shall be supported by a written determination made by the City Administrator.
3. ***Award***
- a. ***Award To Lowest Responsible And Responsive Bidder.*** Award must be made to the lowest responsible and responsive bidder.
    - i. ***"Responsible" Bidder.*** A person who has the capability in all respects to perform fully the contract requirements, and the tenacity, perseverance, experience, integrity, reliability, capacity, facilities, equipment, and credit that will assure good faith performance.

- ii. **"Responsive" Bidder.** A person who has submitted a bid that conforms in all material respects to the requirements set forth in the solicitation.
  - b. **Award To Other Than Lowest Bidder.** If award is made to other than the bidder offering the lowest price, a memo must be attached to the Purchase Order Request, and signed by the Department Head, which indicates why the lowest bidder or bidders do not meet specifications or are not responsible bidders.
  - c. **Department Recommendation For Award.** The Department Head shall review all bids received, apply the Local Preference and the Recycled-Materials Preference (see below) when applicable, and submit a Purchase Order Request with a recommendation of award to the City Administrator. A summary of the bids received must be attached to the Purchase Order Request (Exhibit F). The summary may be in memo form.
  - d. **Award By City Council.** Purchases exceeding \$50,000.00 or an amount set by City Council shall be awarded by the City Council after receiving the recommendation of the City Administrator forwarded through the City Administrator.
  - e. **Award By City Administrator.** The City Administrator may award purchases of less than the amount that requires award by City Council, after receiving the recommendation of the City Administrator or requesting Department Head. The City Administrator may execute contracts and other necessary related documents on behalf of the City for purchases within his or her awarding authority.
- 4. Preferences.**
- a. **Local Preference.** The City's ultimate receipt of sales tax, up to a total of \$1,000.00, shall be considered in determining the lowest price, with the following exceptions: (1) Procurements made with federal or state grant funds; (2) Procurements of construction or public works projects; or (3) Procurements made in cooperation with other public entities.
    - i. **Designate City As Recipient.** Any bidder who receives an award due to consideration of a local preference shall agree to designate the City of Chowchilla as the recipient of the receipt of the sales tax for the contract that is awarded.
  - b. **Recycled Content Preferences.** The City will consider preferences in determining the lowest price(s) for products containing recycled materials. The following preferences are not cumulative and only one preference may be applied to a single product:
    - i. **50% Or More Post-Consumer Recycled Content.** The City will consider a 5% preference for products containing 50% or more post-consumer recycled content.
    - ii. **25% Or More Post-Consumer Recycled Content.** The City will consider a 2% preference for products containing 25% or more post-consumer recycled content.

- iii. **10% Or More Pre And Post-Consumer Recycled Content.** The City will consider a 1% preference for products containing 10% or more pre or post consumer recycled content.
  - c. **Exceptions.** The following exceptions may apply:
    - i. Procurements made with federal or state grant funds;
    - ii. Procurements of construction or public works projects; or
    - iii. Procurements made in cooperation with other public entities.
  - d. **Public Record.** The names of the businesses submitting bids, and the date proposals are due, shall be recorded and maintained as a public record. The contract file shall contain the basis on which the award was made.
- 5. **Multi-Step Sealed Bidding.** When it is considered impractical to prepare initially a purchase description to support an award based on price, an Invitation For Bids may be issued requesting the submission of unpriced offers. Review of the unpriced offers may be followed by an Invitation For Bids limited to those bidders whose offers have been determined to be technically acceptable under the criteria set forth in the first solicitation.
- 6. **Other Solicitation Methods.** Subject to the limitations of this Chapter, any type of contract which is appropriate to the procurement and which will promote the best interests of the City may be used; with the exception of the cost-plus-percentage-of-cost contract which is prohibited.
- 7. **No “Confirming Orders”.** Orders shall not be placed before purchase orders are issued. The City of Chowchilla will not honor any purchases that vary from these procedures.
- 8. **Exceptions.** See Chapter 5, Exceptions to Competitive Procurement Procedures.
- 9. **Cancellation Of Solicitation.** See Chapter 6, Cancellation of Invitations For Bids or Requests For Proposals.

## ***Section II - Formal Competitive Sealed Proposals***

- 1. **Conditions For Use.** When the City Administrator determines that the use of competitive sealed bidding is either not practicable or not advantageous to the City, a contract may be entered into by use of the competitive sealed proposals method. Competitive sealed proposals are generally used when the product or service desired is difficult to quantify or the City desires to have the offerors determine the product or service that will meet its needs or purposes. Rather than issue a detailed specification, an RFP uses a more general Scope of Work to describe the goods, services, or results desired.
- 2. **Procedures.**
  - a. **Request For Proposals.** A Request For Proposals shall be issued and shall include a scope of work and contractual terms and conditions applicable to the procurement.

- i. **Use RFP Sample As A Guide.** RFPs for services should be developed using the Request for Proposal Sample (Exhibit J) as a guide and RFP Standard Terms and Conditions, unless otherwise directed by the City Administrator.
  - ii. **Evaluation Factors.** The Request For Proposals shall indicate all evaluation factors, including price, which will be used in award of a contract. The relative importance of each factor may be stated.
- b. **Solicit All Bidders On Bid List.** Insofar as it is practical, all bidders listed in the Bid List for the type of product or services being bids shall be invited to bid.
- c. **Public Notice And Advertising.** Adequate public notice of the Request For Proposals shall be given provided the minimum time for adequate public notice shall be thirty- (30) calendar days prior to the date set forth therein for receipt of the proposals. Such notice may include publication in electronic form including, but not limited to, publication on the World Wide Web or the Internet, or publication in a newspaper of general circulation a reasonable time before opening.
- d. **Receipt Of Proposals.**
  - i. Proposals shall be received in sealed envelopes bearing on the outside the RFP title and number. Proposals must be received by the date and time designated in the Request for Proposals.
  - ii. No proposals shall be handled to permit disclosure of the identity of any offeror or the contents of any proposal to competing offerors during the process of negotiation. A register of proposals shall be prepared containing the name of each offeror, the number of modifications received, if any, and a description sufficient to identify the item offered. The register of proposals shall be open for public inspection only after contract award.
- i. **Late Proposals.** Late proposals shall be returned to the offerors unopened.
- j. **RFP Opening.** Proposals shall be opened publicly in the presence of one or more witnesses at the time and place designated in the Invitation For Bids. The name of each offeror and such other relevant information as the City Administrator deems appropriate shall be recorded; the record and each proposal shall be open to public inspection only after an award has been made.
- k. **Discussion With Responsible Offerors And Revisions To Proposals.** As provided in the Request For Proposals, discussion may be conducted with responsible offerors who submit proposals determined to be reasonably susceptible of being selected for award. Discussion shall be for the purpose of clarification to assure full understanding of, and conformance to, the solicitation requirements. Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals and such revisions may be permitted after submissions and before award for obtaining best and final offers. In conducting discussions, there shall be no disclosure of identity of competing offerors

or of any information derived from proposals submitted by competing offerors.

1. **Award.** Award shall be made to the responsible offer or whose proposal is determined in writing to be the most advantageous to the City, taking into consideration price and the evaluation factors set forth in the Request For Proposals. No other factors or criteria shall be used in the evaluation. The contract file shall contain the basis on which the award was made.
- m. **Cost Or Pricing Data.** When only one proposal is received, the City may determine that analysis of the proposed price is necessary to determine if it is reasonable and fair. Upon request, a contractor shall submit cost or pricing data upon request and shall certify that to the best of its knowledge and belief the cost or pricing data submitted was accurate, complete and current as of the date set forth for receipt of proposals.
3. **Public Record.** The names of the businesses submitting proposals, the date proposals are due, and the basis on which the award was made shall be recorded and maintained as a public record. The contract file shall contain the basis on which the award was made.
4. **Multi-Step Sealed Solicitation.** When it is considered impractical to prepare initially a purchase description to support an award based on price, a Request for Information may be issued requesting the submission of unpriced offers to be followed by a Request for Proposals limited to those bidders whose offers have been determined to be technically acceptable under the criteria set forth in the first solicitation.
5. **Other Solicitation Methods.** Subject to the limitations of this Chapter, any type of contract which is appropriate to the procurement and which will promote the best interests of the City may be used; with the exception of the cost-plus-percentage-of-cost contract which is prohibited.
6. **Exceptions.** See Chapter 5, Exceptions to Competitive Procurement Procedures.
7. **Cancellation Of Solicitation.** See Chapter 6, Cancellation of Invitations For Bids or Requests For Proposals.
8. **Preferences.** Unless otherwise specified in the Request for Proposal, Local preferences and Recycled Materials Preferences shall not be a factor in award.

## CHAPTER 4

### Designated Professional Services

#### *Section I - Contracting For Designated Professional Services*

1. ***Professions That Require Extended Analysis, Discretion And Independent Judgment.*** The services of certain professions that involve extended analysis, the exercise of discretion and independent judgment in their performance, and an advanced, specialized type of knowledge, expertise, or training customarily acquired either by a prolonged course of study or equivalent experience in the field, including, but not limited to accountants, physicians, lawyers, and dentists, shall be procured in accordance with the selection procedures specified in this Section. No contract for the services of legal counsel may be awarded without the approval of City Council. Procedures for the purchase of architect, engineer, and land surveying services are not included in this section. Architect, engineer, and land surveying services are found Article 7 (Procurement of Construction, Architect-Engineer and Land Surveying Services) of this Manual.
2. ***Selection Procedure.***
  - a. ***Statement Of Qualifications.*** Persons engaged in providing the designated types of professional services may submit statements of qualifications and expressions of interest in providing such professional services. The City may specify a uniform format for statements of qualifications. Persons may amend these statements at any time by filing a new statement.
  - b. ***Public Announcement And Form Of Request For Proposals.*** The City Administrator, through a Request For Proposals, shall give adequate notice of the need for such services. The Request For Proposals shall describe the services required, list the types of information and data required of each offeror, and state the relative importance of particular qualifications.
  - c. ***Discussions.*** The City Administrator may conduct discussions with any offeror who has submitted a proposal to determine such offeror's qualifications for further consideration. Discussions shall not disclose any information derived from proposals submitted by other offerors. Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussion.
  - d. ***Award.*** Award shall be made to the offeror determined in writing to be best qualified based on the evaluation factors set forth in the Request For Proposals, and negotiation of compensation determined to be fair and reasonable. If compensation cannot be agreed upon with the best qualified offeror, then negotiations will be formally terminated with the selected offeror. If proposals were submitted by one or more other offerors determined to be qualified, negotiations may be conducted with such other offeror or offerors, in the order of their respective qualification ranking, and the contract may be awarded to the offeror then ranked best qualified

if the amount of compensation is determined to be fair and reasonable. Award shall be made by the following authorities:

- i. **Award By City Council.** Purchases exceeding \$10,000 shall be awarded by the City Council after receiving the recommendation of the City Administrator forwarded through the City Administrator.
  - ii. **Award By City Administrator.** The City Administrator may award purchases of less than the amount fixed for award by City Council, upon receiving the recommendation of the requesting Department Head. The City Administrator may execute contracts and other necessary related documents on behalf of the City for purchases within his or her awarding authority.
- 3. Public Record.** The names of the businesses submitting proposals, and the date proposals are due, and the basis on which the award was made shall be recorded and maintained as a public record. The contract file shall contain the basis on which the award was made.
- 4. Exceptions.** See Chapter 5, Exceptions to Competitive Procurement Procedures.

## CHAPTER 5

### Exceptions To Competitive Procurement Procedures

#### *Section I - Sole Source Procurement*

1. **Negotiations.** A contract may be awarded without competition when the City Administrator determines in writing, after conducting a good faith review of available sources, that there is only one source for the required supply, service, or construction item. The City Administrator shall conduct negotiations, as appropriate, as to price, delivery, and terms.
2. **Cost Or Pricing Data.** When the City determines that analysis of the proposed price is necessary to determine if it is reasonable and fair, a contractor shall submit cost or pricing data upon request and shall certify that to the best of its knowledge and belief the cost or pricing data submitted was accurate, complete and current as of a mutually determined date.
3. **Award.** See Section V of this Chapter.

#### *Section II - Cooperative Agreements*

1. **Cooperative Agreements.** The City Administrator may arrange for the City to enter an agreement with one or more local, county, state, federal or other public entity, school district, League of California Cities, California Communities Program, or other non-profit association or group consisting of governmental entities, in order to cooperatively purchase supplies, equipment, services, including but not limited to materials, vehicles and apparatus, in cooperation, provided that:
  - a. The purchase contract with the Supplier(s) is the result of competitive bidding or negotiation and is made in compliance with the competitive bid or proposal requirements of any participating entity or organization; and
  - b. The purchase conforms to the City's specifications for the item or service; and
  - c. The estimated price of the purchase is lower than that estimated for the purchase if made directly by the City pursuant to this Manual.
2. **Award.** See Section V of this Chapter.

#### *Section III - Piggyback Purchases*

1. **Piggyback Purchases.** The City Administrator may arrange for the City to enter purchase contracts with a Supplier(s) for the purchase of supplies, equipment, services, including but not limited to materials, vehicles and apparatus, the pricing and terms of which have been previously established by another local, county, state, federal or other public entity, school district, League of California Cities, California Communities Program, or other non-profit association or group consisting of governmental entities, provided that:

- a. The purchase contract with the Supplier(s) is the result of competitive bidding or negotiation and is made in compliance with the competitive bid or proposal requirements of any participating entity or organization; and
  - b. The purchase is made within a reasonable time of the competitive bid or negotiation, and
  - c. The purchase conforms to the City's specifications for the item or service; and
  - d. The estimated price of the purchase is lower than that estimated for the purchase if made directly by the City pursuant to this Manual.
4. **Award.** See Section V of this Chapter.

***Section IV - Standardization***

1. When supplies, equipment, or services have been uniformly adopted or otherwise standardized, or when an item is designated to match others in use by the City, the purchase is not subject to this Manual.
2. **Award.** See Section V of this Chapter.

***Section V - Award And Record Of Sole Source, Cooperative, Piggyback, And Standardization Procurements***

1. **Award By City Council.** Purchases exceeding \$50,000.00 or an amount set by City Council shall be awarded by the City Council after receiving the recommendation of the City Administrator.
2. **Award By City Administrator.** The City Administrator may award purchases of less than the amount that requires award by City Council, after receiving the recommendation of the City Administrator or requesting Department Head. The City Administrator may execute contracts and other necessary related documents on behalf of the City for purchases within his or her awarding authority.
3. **Public Record.** A record of cooperative, piggyback and standardization procurements shall be maintained as public record for purchases of item(s) or service(s) exceeding the amount fixed by the City Administrator for solicitation of Informal Quotes. Said record shall list each supplier or contractor's name, the amount and type of each contract, a listing of the item(s) or service(s) procured under each contract, and the identification number of each contract file. The record shall be kept with the corresponding purchase order.

***Section VI - Emergency Procurements***

1. **Authorization.** Notwithstanding any other provisions of this Manual, the City Administrator may make or authorize others to make emergency procurements of supplies, equipment, services, or construction items when there exists a threat to public health, welfare, or safety; provided that such emergency procurements shall be made with such competition as is practicable under the circumstances. A written determination of the basis for

the emergency and for the selection of the particular contractor shall be included in the contract file and maintained as a public record for purchases of item(s) or service(s) exceeding the amount fixed by the City Administrator for solicitation of Informal Quotes. As soon as practicable, a record of each emergency procurement shall be made and shall set forth the contractor's name, the amount and type of the contract, a listing of the items(s) or service(s) procured under the contract, and the identification number of the contract file.

2. **Ratification.** Emergency procurements shall be ratified as soon as practicable, as follows:
  - a. **Ratification By City Council.** Emergency procurements exceeding \$50,000.00 or the amount set by City Council shall be ratified by the City Council at their next regular meeting after receiving the recommendation of the City Administrator.
  - b. **Ratification By City Administrator.** Emergency procurements exceeding \$10,000.00 shall be ratified by the City Administrator after receiving the recommendation of the Department Head.

***Section VII - Routine Expenditures for Utilities, Payroll, Etc.***

Routine expenditures that benefit several departments, such as telephone, utilities, and payroll benefit costs, shall be paid by the Finance Department without the use of a Purchase Order Request. Computer spreadsheets, reports, or other coding information will be sufficient. Also, in the event of an emergency, and it is in the public interest, these procedures may be temporarily waived.

## **CHAPTER 6**

### **Cancellation Of Invitations For Bids Or Requests For Proposals**

#### ***Section I - Cancellation Of Invitations For Bids Or Requests For Proposals***

An Invitation For Bids, a Request For Proposals, or other solicitation may be cancelled, or any or all bids or proposals maybe rejected in whole or in part as maybe specified in the solicitation, when it is for good cause and in the best interests of the City. The reasons therefore shall be made part of the contract file. Each solicitation issued by the City shall state that the solicitation maybe cancelled and that any bid or proposal may be rejected in whole or in part for good cause when in the best interests of the City. Notice of cancellation shall be sent to all businesses solicited. The notice shall identify the solicitation, explain the reason for cancellation, and where appropriate, explain that an opportunity will be given to compete on any re-solicitation or any future procurement of similar items. Reasons for rejection shall be provided upon request by unsuccessful bidders or offerors.

## CHAPTER 7

### Procurement Of Public Projects, Architect-Engineer And Land Surveying Services

#### *Section I - Public Projects*

***Adoption of The Uniform Public Construction Cost Accounting Procedures.*** Except as otherwise provided, public projects shall be procured in accordance with the Uniform Public Construction Cost Accounting Act (Public Contract Code §22000-§22045), adopted and incorporated herein by this reference, three copies of which have been filed with the office of the City Clerk. The procedures shown in separate manual entitled “California Uniform Public Construction Cost Accounting Procedures” (CUPCCAP) must be used for construction projects.

#### *Section II - Architect-Engineer And Land Surveying Services*

##### ***1. Public Announcement And Selection Process.***

- a. ***Public Announcement.*** It is the policy of the City to announce publicly all requirements in excess of \$25,000 for architect-engineer and land surveying services and to negotiate such contracts based on demonstrated competence and qualifications at fair and reasonable prices. In the procurement of architect-engineer and land surveying services, the City Administrator, or designee, shall request firms to submit statements of qualifications and performance data.
- b. ***Selection Process.*** A selection committee shall be formed to evaluate the proposals and recommend award of a contract. The committee shall be composed of three members, including the City Administrator, or designee, and the head of the using department in need of the architect-engineer or land surveying services. The selection committee shall conduct discussions with no less than three firms regarding the proposed contract, and the relative utility of alternate methods of approach, for furnishing the required services and shall select from among them no less than three of the firms deemed most qualified to provide the required services. The selection shall be made in order of preference, based on criteria established and published by the selection committee.
- c. ***Negotiation.*** The City Administrator, or designee, shall negotiate a contract with the firm considered to be the most qualified for architect-engineer or land surveying services at compensation which the City Administrator, or designee, determines in writing to be fair and reasonable to the City. In making this decision, the City Administrator, or designee, shall take into account the estimated value,

the scope, the complexity, and the professional nature of the services to be rendered. Should the City Administrator, or designee, be unable to negotiate a satisfactory contract with the firm considered to be the most qualified at a price the City Administrator, or designee, determines to be fair and reasonable to the City, negotiations with that firm shall be formally terminated. The City Administrator, or designee, may then undertake negotiations with the second most qualified firm. Failing accord with the second most qualified firm, the City Administrator, or designee, shall formally terminate negotiations and may then undertake negotiations with the third most qualified firm. Should the City Administrator, or designee, be unable to negotiate a contract at a fair and reasonable price with any of the selected firms, the selection committee shall select additional firms in order of their competence and qualifications, and the City Administrator, or designee, may continue negotiations in accordance with this Section until an agreement is reached.

## CHAPTER 8

### Debarring Of Bidders

#### *Section I - Authority To Debar Or Suspend*

1. After reasonable notice to the person or firm involved, and reasonable opportunity for that person or firm to be heard, upon written recommendation by the City Administrator or the City Administrator, or designee, the City Council may debar a person for cause from consideration for award of contracts. The debarment shall be for a period of not more than [three years]. The City Council may suspend a person or firm from consideration for award of contracts if there is probable cause to believe that the person or firm has engaged in any activity that might lead to debarment. The suspension shall be for a period not to exceed [six months]. The causes for debarment include:
  - a. Conviction for commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of such contract or subcontract;
  - b. Conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty which currently, seriously, and directly affects responsibility as a City contractor or supplier;
  - c. Conviction under state or federal antitrust statutes arising out of the submission of bids or proposals;
  - d. Violation of contract provisions, as set forth below, of a character which is regarded by the City Council to be so serious as to justify debarment action:
  - e. Deliberate failure without good cause to perform in accordance with the specifications or within the time limit provided in the contract; or
  - f. A recent record of failure to perform or of unsatisfactory performance in accordance with the terms of one or more contracts; provided that failure to perform or unsatisfactory performance caused by acts beyond the control of the contractor or supplier shall not be considered to be a basis for debarment;
  - g. Any other cause the City Council determines to be so serious and compelling as to affect responsibility as a City contractor or supplier, including debarment by another governmental entity for any cause listed in this Manual; and
  - h. For violation of the ethical standards set forth in Chapter 13, Section 5 of this Manual.

#### *Section II - Decision To Debar Or Suspend*

The City Council shall issue a written decision to debar or suspend. The decision shall state the reasons for the action taken and inform the debarred or suspended person involved of its rights concerning judicial or administrative review.

***Section III - Notice Of Decision***

A copy of the decision required by Section 6-102 (Decision to Debar or Suspend) shall be mailed or otherwise furnished immediately to the debarred or suspended person or firm.

***Section IV - Finality Of Decision***

A decision under Section 11 of this Chapter shall be final and conclusive, unless the debarred or suspended person or firm within 10 days after receipt of the decision takes an appeal to the City Council or commences a timely action in court in accordance with applicable law.

## CHAPTER 9

### Rights And Duties Of Bidders, Offerors And Contractors

#### *Section I - Rights*

1. ***Right Of Nondisclosure.*** Bidders and offerors have the right of nondisclosure of proprietary information. No such information shall be disclosed without the prior written consent of the bidder or officer. Written disclosure consents shall be kept in the solicitation file that is maintained by the City Administrator.
2. ***Right to Protest.*** Any actual or prospective bidder, offeror, or contractor who is aggrieved in connection with the solicitation or award of a contract may protest to the City Council. Protestors are urged to seek resolution of their complaints initially with the City Administrator. A protest with respect to an Invitation For Bids or Request For Proposals shall be submitted in writing prior to the opening of bids or the closing date of proposals, unless the aggrieved person did not know and should not have known of the facts giving rise to such protest prior to bid opening or the closing date for proposals. The protest shall be submitted within ten- (10) calendar days after such aggrieved person knows or should have known of the facts giving rise thereto.
3. ***Stay of Procurements During Protests.*** In the event of a timely protest under Subsection (1) of this Section, the City Administrator shall not proceed further with the solicitation or award of the contract until all administrative and judicial remedies have been exhausted or until the City Council makes a determination on the record that the award of a contract without delay is necessary to protect substantial interests of the City.

#### *Section II - Duties*

1. ***Determination of Non-Responsibility.*** The unreasonable failure of a bidder or offeror to supply promptly information in connection with an inquiry with respect to such bidder or offeror may be grounds for a determination of non-responsibility with respect to such bidder or offeror. If a bidder or offeror who otherwise would have been awarded a contract is found non-responsible, the City Administrator shall prepare a written determination of non-responsibility, setting forth the basis of the finding. The final determination shall be made part of the contract file and be made a public record. A copy of the determination shall be sent promptly to the non-responsible bidder or offeror.
2. ***Required Submissions Relating to the Award of Contracts.*** When the City Administrator determines that analysis of the proposed price is necessary to determine if it is reasonable and fair, upon request a prospective contractor shall submit cost or pricing data when the contract is to be awarded by competitive sealed proposals or by sole source procurement authority.

3. ***Required Submissions Relating to Change Orders or Contract Modifications.*** Contractors shall submit cost or pricing data before the pricing of any change order or contract modification, including adjustments to contracts awarded by competitive sealed bidding. Such data shall be submitted, regardless of whether the cost or pricing data was required in connection with the initial pricing of the contract, when the change or modification involves aggregate increases or aggregate decreases in costs, plus applicable profits, that are expected to exceed \$50,000.00. Anytime one or more change orders or contract modifications increase or decrease the total aggregate amount of the order by 10% or more, the change shall require the approval of City Council.
4. ***Certification Required.*** Actual and prospective contractors who are required to submit cost or pricing data in accordance with this Section, shall certify that, to the best of their knowledge and belief, the cost or pricing data submitted was accurate, complete and current as of a mutually specified date prior to the award of contract or the pricing of the change order or contract modification.

## CHAPTER 10

### Types Of Contracts, Contract Clauses, And Miscellaneous Provisions And Rights

#### *Section I - Types of Contracts*

1. **General Authority.** Subject to the limitations of this Section, any type of contract which is appropriate to the procurement and which will promote the best interests of the City may be used; with the exception of the cost-plus-percentage-of-cost contract which is prohibited.
2. **Multi-Term Contracts**
  - a. **Specified Period.** Unless otherwise provided by law, a contract for supplies, equipment, or services may be entered into for any period deemed to be in the best interests of the City upon the following conditions:
    1. The solicitation contained the term of the contract;
    2. The solicitation contained the conditions of renewal or extension, if any; and
    3. Funds are available for the first fiscal period at the time of contracting.  
Payment and performance obligations for succeeding fiscal periods shall be subject to the availability and appropriation of funds for extension the contract.
  - b. **Determination Before Use.** Prior to the utilization of a multi-term contract, it shall be determined in writing:
    - i. That the estimated requirements cover the period of the contract and are reasonably firm and continuing; and
    - ii. That such a contract will serve the best interests of the City by encouraging effective competition or otherwise promoting economies in City procurement.
  - c. **Cancellation Due to Unavailability of Funds in Succeeding Fiscal Periods.** When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be cancelled and the contractor shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the supplies, equipment, or services delivered under the contract. The cost of cancellation may be paid from any appropriations available for such purposes.
3. **Multiple Source Contracting**
  - a. **General.** A multiple source award is an award of an indefinite-quantity contract for one or more similar supplies, equipment, or services to more than one bidder or offeror.
  - b. **Limitations on Use.** A multiple source award may be made when award to two or more bidders or offerors for similar products is

necessary for adequate delivery, service, or product compatibility. Multiple source awards shall be made in accordance with the procedures as applicable. Multiple source awards shall not be made when a single award will meet the City's needs without sacrifice of economy or service. Awards shall not be made for the purpose of dividing the business, making available product or supplier selection to allow for user preference unrelated to utility or economy, or avoiding the resolution of tie bids. Any such awards shall be limited to the least number of suppliers necessary to meet the valid requirements.

- c. **Contract and Solicitation Provisions.** All eligible City departments using the contract shall be named in the solicitation, and it shall be mandatory that the actual requirements of such departments that can be met under the contract be obtained in accordance with the contract, provided that:
  - i. The City shall reserve the right to take bids separately if a particular quantity requirement arises which exceeds its normal requirement or an amount specified in the contract; and
  - ii. The City shall reserve the right to take bids separately if the City Administrator approves a finding that the supply or service available under the contract will not meet a nonrecurring special need of the City.
- d. **Intent to Use.** If a multiple source award is anticipated before issuing a solicitation, the City shall reserve the right to make such an award and the criteria for award shall be stated in the solicitation.
- e. **Determination Required.** The City Administrator shall make a written determination setting forth the reasons for a multiple source award, which shall be made a part of the procurement file.

## ***Section II - Contract Clauses***

City contracts for supplies, equipment, services, and construction may include provisions necessary to define the responsibilities and rights of the parties to the contract. The City Administrator, after consultation with the City Attorney, may issue clauses appropriate for supply, equipment, service, or construction contracts, addressing but not limited to the following subjects:

1. The unilateral right of the City to order in writing changes in the work within the scope of the contract;
2. The unilateral right of the City to order in writing temporary stopping of the work or delaying performance that does not alter the scope of the contract;
3. Variations occurring between estimated quantities of work and actual quantities;
4. Defective pricing;
5. Liquidated damages;
6. Specified excuses for delay or nonperformance;
7. Termination of the contract for default;
8. Termination of the contract in whole or in part for the convenience of the City;

9. Suspension of work on a construction project ordered by the City; and
10. Site conditions differing from those indicated in the contract, or ordinarily encountered, except that a differing site condition clause need not be included in a contract:
  - a. When the contract is negotiated;
  - b. When the contractor provides the site or design; or
  - c. When the parties have otherwise agreed with respect to the risk of differing site conditions.

**11. Price Adjustments**

- a. Adjustments in price resulting from the use of contract clauses required by Subsection (1) of this Section shall be computed in one or more of the following ways:
  - i. By agreement on a fixed price adjustment before commencement of the pertinent performance or as soon thereafter as practicable;
  - ii. By unit prices specified in the contract or subsequently agreed upon;
  - iii. By the costs attributable to the events or situations under such clauses with adjustment of profit or fee, all as specified in the contract or subsequently agreed upon;
    1. In such other manner as the contracting parties may mutually agree; or
    2. In the absence of agreement by the parties, by a unilateral determination by the City of the costs attributable to the events or situations under such clauses with adjustment of profit or fee as computed by the City, as accounted for in accordance with [generally accepted accounting policies] and subject to the provisions of Article 9 (Appeals and Remedies).
- b. A contractor shall be required to submit cost or pricing data if any adjustment in contract price is subject to the provisions of Section 3-202 (Cost or Pricing Data).

**12. Standard Clauses.** The City Administrator may establish standard contract clauses for use in City contracts.

**13. Contract Administration.** A contract administration system designed to insure that a contractor is performing in accordance with the solicitation under which the contract was awarded, and the terms and conditions of the contract, shall be maintained.

**Section III - Provisions**

1. **Cost-Reimbursement.** A cost reimbursement contract may be used only when a determination is made in writing that such contract is likely to be less costly to the City than any other type or that it is impracticable to obtain the supply, equipment, service, or construction items required except under such a contract. All such contracts exceeding \$10,000.00 shall be approved by City Council. All such contracts exceeding the amount set by the City Administrator for award of informal bids, shall be approved by the City

Administrator, after receiving the recommendation of the requesting Department Head.

2. **Best Interest of the City.** Any type of contract that best suits the interest of the City, except that of a cost-plus-a-percentage-of-cost contract, is authorized. Other types of cost-reimbursement contracts may be used when uncertainties involved in the work to be performed are of such magnitude that the cost of performance is too difficult to estimate with reasonable certainty and use of a fixed-price contract could seriously affect a contractor's financial stability or result in payments by the City for contingencies that never occur. Use of cost-type contracts are also authorized when it is impracticable to contract on any other basis.
3. **Prior Approval of City Council.** The City Administrator shall obtain approval of City Council before any cost-reimbursement type negotiations are initiated.
4. **Approval of Accounting System.** Except with respect to firm fixed-price contracts, no contract type shall be used unless it has been determined by the City Administrator that:
  - a. The proposed contractor's accounting system will permit timely development of all necessary cost data in the form required by the specific contract type contemplated; and
  - b. The proposed contractor's accounting system is adequate to allocate costs in accordance with generally accepted cost accounting principles.

#### ***Section IV - Right To Inspect Place Of Business***

The City may, at reasonable times, inspect the part of the plant, place of business or worksite of a supplier, contractor or subcontractor at any tier, which is pertinent to the performance of any contract awarded to or be awarded by the City.

#### ***Section V - Reporting of Anticompetitive Practices***

When for any reason collusion or other anticompetitive practices are suspected among any bidders or offerors, the City Administrator or City Attorney shall notify the State Attorney General of the relevant facts.

#### ***Section VI - City Procurement Records***

1. **Contract File.** The City Administrator shall maintain a contract or bid file of all determinations and other written records pertaining to the solicitation, award, or performance of a contract.
2. **Retention of Procurement Records.** All procurement records shall be retained and disposed of by the City in accordance with records retention guidelines and schedules approved by the City Council.

## CHAPTER 11

### Specifications

#### *Section I - Definition Of Specification*

*Specification* means any description of the physical or functional characteristics, or of the nature of a supply, equipment, service, or construction item. It may include a description of any requirement for inspecting, testing, or preparing a supply, equipment, service, or construction item for delivery. It may include a descriptive requirement of work to be done, service to be performed or solution that is required by the City.

#### *Section II - Maximum Practicable Competition*

All specifications shall be drafted to promote overall economy for the purposes intended and encourage competition in satisfying the City's needs, and shall not be unduly restrictive. The policy enunciated in this Section applies to all specifications, including but not limited to, those prepared for the City by architects, engineers, designers, drafters, and consultants.

#### *Section III - Qualified Products List*

When in its best interest, the City may establish a list of pre-qualified products. Suppliers that wish to have their products considered may be required to submit them for evaluation and pre-qualification before being permitted to offer them in response to a competitive solicitation.

#### *Section IV - Brand Name Or Equal Specification*

1. **Use.** Brand name or equal specifications may be used when the City Administrator determines that:
  - a. No other design or performance specification or qualified products list is available;
  - b. Time does not permit the preparation of another form of purchase description, not including a brand name specification;
  - c. The nature of the product or the nature of the City's requirements makes use of a brand name or equal specification suitable for the procurement; or
  - d. Use of a brand name or equal specification is in the City's best interests.
2. **Designation Of Several Brand Names.** Brand name or equal specifications shall seek to designate three, or as many different brands as are practicable, as "or equal" references and shall further state that substantially equivalent products to those designated will be considered for award.
3. **Required Characteristics.** Unless the City Administrator determines that the essential characteristics of the brand names included in the specifications are

commonly known in the industry or trade, brand names or equal specifications shall include a description of the particular design, functional, or performance characteristics which are required.

4. ***Nonrestrictive Use Of Brand Name Or Equal Specifications.*** Where a brand name or equal specification is used in a solicitation, the solicitation shall contain explanatory language that the use of a brand name is for describing the standards of quality, performance, and characteristics desired, and is not intended to limit or restrict competition.
5. ***Competition***
  - b. ***Sources Of Brand Name Item(s).*** The City Administrator shall seek to identify sources from which the designated brand name item or items can be obtained and shall solicit such sources to achieve whatever degree of price competition is practicable.
  - c. ***Sources Of Equivalent Item(s).*** The City Administrator shall not restrict solicitation to such sources, but shall also seek to identify sources from which equivalent items can be obtained.
  - d. ***Only One Known Source.*** If only one source can supply the requirement, the procurement shall be made under Section 3-105 (Sole Source Procurement).

## CHAPTER 12

### Internal Purchasing Forms

#### *Section I - Purchase Order Request*

The City of Chowchilla Purchase Order Request or Requisition form (Exhibit F) shall be submitted to obtain a Purchase Order Number. This form may be hand-written on the pre-printed form, generated by computer, or a computer worksheet. Each request for purchase shall be priced out completely and must be accompanied by sufficient information to issue a Purchase Order. The individual requesting the purchase order shall verify that funds are available in the account before requesting a purchase order. For purchases through an "Open Purchase Order Supplier" (see Section VI), purchase order requests are optional, except when the purchase exceeds the \$200.00 limit. In that case, a confirming purchase order request will be issued with the number 00000, and will still require the appropriate authorizing signatures.

#### *Section II - Purchase Order*

Each Department, Administration, Finance, Community Development, Police, Parks & Recreation, Public Works, Utilities, is assigned blocks of Purchase Order (PO) numbers. The procedures is as follows:

1. The designated authorized supervisor in each department will assign a PO number for each Requisition. Employee not authorized to assign PO numbers must contact their Department Head for assistance.
2. Reference the Purchase Order number on each Requisition.
3. Obtain the appropriate authorizing signature (s) in accordance to the guidelines listed above.
4. Forward Requisitions and invoice to Finance Department as soon as possible, keeping the "Schedule of Processing Dates" for the current fiscal year in mind.
5. Retain "Department Copy" of the Requisition.

The Finance Department personnel will match Invoices, Requisitions, and Purchase Orders, and issue the Purchase Orders for signing by the Finance Director. Finance personnel will then prepare all necessary batches and reports for generating payments, the Finance Director will review and approve the coding and data entry, and finance personnel will prepare checks and reports for Council approval, and file all related records appropriately. Checks will be mailed after each City Council meeting, once approval has been determined.

***NOTE: Before authorizing payment, Department heads, or authorized supervisors, are required to verify that the actual work has been performed, that orders have actually been received, and that the proper quality and quantities received are as specified.***

### ***Section III - "Prepaid" Check***

"Prepaid" checks, or hand-written checks, may be issued to Suppliers for items requiring immediate payment, or for payments needed sooner than the regularly scheduled warrant will be prepared. The procedures for these checks are as follows:

1. Process Requisition as normal, with required signatures. Mark PO Request with date needed highlighted.
2. Indicate whether the check is to be mailed or returned to originator.
3. If check is needed to accompany order, check and order form will be returned to originator for ordering and mailing.
4. Requests for "Prepaid" checks should be turned in to Finance at least 3 days before the required date.
5. Requests for "Prepaid" checks will be processed with the next regular warrant if the required date is after the next regular warrants processing date.

### ***Section IV - Open Purchase Order Suppliers***

City employees are authorized to make minor purchases on behalf of the City, and may do so without first obtaining a Purchase Order number, only from the Suppliers listed in the attached Exhibit A, all of which are within the City of Chowchilla.

No single purchase can exceed \$300.00 without prior approval of the Department Head. The employee making the purchase is responsible for these ***mandatory*** elements:

1. Signing the invoice.
2. Indicating on the invoice the account number to be charged.
3. Indicating the purpose of the expenditure.
4. Describing the item (if not itemized on invoice).
5. Indicating the assigned vehicle or equipment number, if applicable. .

Invoices shall be submitted to the Finance Department timely in order for payment to be made promptly, according to the "Schedule of Processing Dates".

***Section V - Petty Cash Purchase***

Small purchases of items totaling \$30.00 or less (other than those purchases made from the Open PO Suppliers listed above) shall be made using petty cash. Employees may request an estimated amount of petty cash before purchasing small items (signing a voucher for the advance, and returning the change and store receipt the next business day), or may request reimbursement upon submitting the receipt for such small purchases. A store receipt must be submitted and the employee verifying they have received reimbursement in exchange for the store receipt and exact change must sign a voucher. Each Department's authorized supervisor of petty cash shall maintain physical and monetary control over their assigned petty cash fund. Reimbursements to replenish the cash in these funds are made whenever the amounts run low. A Purchase Order Request or Requisition is turned in to Finance, along with the petty cash envelope, which lists the amounts of expenditures made and the accounts to be charged for those amounts. The total of cash and receipts for cash expenditures must always equal the assigned amount of the petty cash fund. Finance personnel or the City Auditor may audit and count these funds at any time.

Department heads may request an increase in their petty cash funds if replenishment becomes too frequent (more than once a month), indicating that the assigned amount is not sufficient.

Currently, the Petty Cash Fund assignments are as follows:

Police Department Petty Cash	\$ 200.00
Finance Change Fund	250.00
Finance - Second Change Fund	200.00
City Hall Petty Cash	200.00
Public Works Petty Cash	<u>200.00</u>
Total	<u>\$ 1,050.00</u>

See Exhibit C for responsible positions.

***Section VI - Purchase Of Stationery And Office Supplies***

There shall be an annual review of the process of ordering stationery and office supplies for all departments of the City.

The Finance Department shall coordinate the annual review and prepare materials for competitive bidding July of each year. Finance Department shall compile a list of general office supplies normally purchased each year, and Department Heads shall submit requests for quantities of these items. Each department shall request the supplies and services it needs.

Purchases of plaques and stationery, such as letterhead, business cards, and envelopes, will be coordinated by the City Clerk's office. Each Department shall request quantities of each item needed, with specific personalization (for departments or employees' names) indicated.

### ***Section VII - Professional Service And Special Purpose Contracts***

Professional service contracts and special purpose contracts may be entered into for the purpose of engaging individuals or organizations for technical and professional services. They may be used when the need arises for such things as financial audits, arbitrage rebate calculations, grant administration, grant applications, engineering services, planning services, computer consultation, telephone installations, etc. These contracts may be used without requesting proposals or bids, although those may be done periodically for recurring contracts. These contracts may be entered into when there is no other alternative, or it is the sole source, or where the expertise of an individual or organization is a known factor. The nature of the services to be provided and the cost involved shall be stated in the contract. Most agreements need to be approved by City Council on the Consent Calendar in the authorization of funds is needed.

### ***Section VIII- Credit Card Purchase***

Designated employees may make purchases on behalf of the City using certain credit cards. These cards shall be used only for purchases for, or costs incurred on behalf of, the City. The credit card will be checked out from the Accounting Supervisor, signed for, and returned within the time allowed. (See Exhibit for authorized purchasers) All invoices or charge slips shall be turned in with an accompanying Purchase Order Request including the assigned account numbers, and any modifications, within 5 working days.

The credit cards available are listed in the attached Exhibit. Before obtaining the credit card, a City employee must submit a Requisition form to the Accounting Supervisor. This Requisition must be filled out with requested items and estimated amounts, and must include the Administrator's authorizing signature. The credit card, receipt, and amended Requisition (with the actual dollar amount), must be turned in the next business day.

Department heads may request to have accounts set up for other companies. Finance Department will process any credit applications. The same procedures will apply to these companies.

#### **Cal Card**

Designated employees may be assigned Cal-Cards for making purchases on behalf of the City. These cards shall be used only for purchases or costs incurred on behalf of the City. All other authorization and purchasing procedures will apply to the use of these cards. These employees will be responsible for accounting for the purchases made and for obtaining proper approvals within the timelines established by the Cal-Card procedures. Credit cards may be revoked at any time.

## CHAPTER 13

### Miscellaneous Procedures For All Purchases

#### *Section I - Inspection And Testing*

The Department Head shall have the authority to and discretion as to the exercise of the authority to inspect supplies and equipment delivered to determine their conformity with the specifications set forth in the order of contract. The Department Head shall have authority to require chemical, physical, or other tests of samples submitted with bids and samples of deliveries that are necessary to determine their quality and conformity with specifications.

#### *Section II - Surplus Supplies And Equipment*

All departments shall submit to the Department Head, at such times and in such form as he may prescribe, reports showing all supplies, materials and equipment which are no longer used or useable or which may have become obsolete, unsuitable, or worn out. The Department Head shall have the authority to sell said supplies, materials, and equipment or to exchange the same for, or trade in the same on new supplies, materials, and/or equipment. Such sales, exchanges or trade-ins shall be made to the highest and best responsible and responsive bidder pursuant to the procedures of Chapter 2, whichever section is applicable, or shall be made at a public auction as hereinafter set forth.

#### *Section III - Surplus Vehicles And Related Equipment*

All departments shall submit to the Department Head, at such times and in such form as he may prescribe, reports showing all vehicles and related equipment which are no longer used or useable or which may have become obsolete, unsuitable, or worn out. Upon direction of the City Council, the Department Head may dispose of surplus vehicles and equipment by sealed bid sale with newspaper advertising, following the applicable provisions of and pursuant to this Chapter. Such sales, exchanges, or trade-ins shall be made to the highest and best responsible and responsive bidder or shall be made at a public auction as hereinafter set forth.

#### *Section IV - Public Auction*

1. **Notice.** A notice describing the property in sufficient detail for its identification shall be prepared by the Department Head and shall be given at least five (5) days before the time fixed therefore by publication once in a newspaper of general circulation.
2. **Public Auction.** No City Council member nor any officer or employee of the City shall be a purchaser at any such public auction authorized, conducted or administered by City, nor shall any City officer or employee directly or indirectly submit a bid at the auction if he has participated in the preparation or conduct of the auction.

3. ***Sale To Highest Bidder.*** The property so offered for sale shall be sold to the highest responsible bidder for cash, provided that the Department Head may, at his discretion, fix a minimum sale price and may refuse to sell unless the minimum price is offered, and may further refuse to sell unless a deposit of security is immediately made.
4. ***Removal Of Property.*** Any property sold at public auction shall be removed by buyer at the end of the auction (any costs associated with moving property to be at purchaser's expense), upon payment of the purchase price.
5. ***Deposit Funds Immediately.*** The proceeds of the auction sale or sales shall immediately be deposited and placed in the proper fund of the City.

### ***Section V - Code Of Ethics***

1. ***Policy.*** City employees shall discharge their duties impartially to assure fair competitive access to all procurements made by the City. They shall conduct themselves to foster public confidence in the integrity of the City's procurement activities.
2. ***Conflict Of Interest.*** No City employee shall participate directly or indirectly in procurement when the employee knows that:
  - a. The employee or any member of the employee's immediate family has a financial interest pertaining to the project; or
  - b. The employee or any member of the employee's immediate family is negotiating or has an employment arrangement that is contingent upon or will be affected by the procurement.
3. ***Withdraw From Participation.*** Upon discovery of an actual or potential conflict of interest, an employee shall promptly withdraw from further participation in the project.
4. ***Gratuities.*** No person shall offer, give, or agree to give any City employee any gratuity or offer of employment in connection with City procurement. No City employee shall solicit, demand, accept, or agree to accept from any other person a gratuity or an offer of employment in connection with City procurement.

### ***Section VI - Mandatory Contract Provisions***

The purpose of this section is to provide for City policy on conforming to mandatory contract provisions:

1. ***Breach Of Contract.*** Contracts in excess of \$10,000.00 shall contain contractual provisions or conditions that will allow for administrative, contractual or legal remedies in instances in which contractors violate or breach contract terms and shall provide for appropriate remedial action.
2. ***Termination.*** Contracts in excess of \$10,000.00 shall contain suitable provisions for termination and the basis for settlement. These provisions will describe the conditions under which a contract may be terminated for default or for circumstances beyond the control of the City of Chowchilla.

3. ***Payment Of Prevailing Wages.*** Contracts for public works projects in excess of \$1,000.00, shall include a provision for compliance prevailing wage laws for payment of no less than minimum wage to laborers and mechanics and sets forth a requirement that wages be paid not less than once a week.
4. ***Contract Work Hours And Safety Standards Act.*** Contracts awarded by the City for public works projects shall include provisions for compliance with all applicable contract work hours and safety standards requirements.
6. ***Patents And Copyrights.*** All contracts involving research, development, experimental or demonstration work regarding any discovery or invention which arises or is developed in the course of or under such contract shall include a hold harmless that contractor/supplier will hold the City harmless for contractor's/supplier's negligent or willful violation of patents and copyrights.
7. ***Transfer Of Risk.*** Refer to the Central Valley Risk Management Authority for relevant provisions regarding transfer of risk.

### ***Section VII – Bid List***

The City shall maintain a list of bidders who have requested in writing that they be added to the City's Bid List. Suppliers and contractors will be listed by categories of commodities and services they provide. Formal bid solicitations will be mailed to all bidders listed in the category of the goods or services being solicited. Bidders who do not respond to four (4) consecutive bid solicitations will be removed from the bid list. Bidders will be reinstated to the Bid List upon request. The City may hire a firm to maintain its Bid List.

## **Exhibit A**

### **Open Purchase Order Suppliers**

Check with the Finance Department to confirm the status of these purchase orders.

## **Exhibit B**

### **Credit Cards**

CalCards  
Costco  
Lowe's  
Home Depot

## **Exhibit C**

### **Responsible Positions For Petty Cash Funds**

Police Department Petty Cash  
Finance Change Fund  
Finance - Second Change Fund  
City Hall Petty Cash  
Public Works Petty Cash  
Administration Petty Cash

Police Chief  
Account Clerk I  
Account Clerk II  
Account Clerk I  
Clerk Technician  
Deputy City Clerk

**Exhibit D**

**Informal  
Invitation For Quotes (IFQ)  
And  
Informal Terms And Conditions**

**Exhibit E**

**Informal Request For Proposals (RFP)  
And  
Informal RFP Terms And Conditions**

**Exhibit F**

**Purchase Order Request**

**Exhibit G**  
**Bid Summary**

**Exhibit H**

**Non-Construction  
Checklist & Bid Master**

**Exhibit I**

**Construction  
Checklist & Bid Master**

**Exhibit J**

**Bid & RFP Samples**



## REPORT TO THE CITY COUNCIL

Council Meeting of March 10, 2015

**Agenda Section:** New Business

**SUBJECT:** **Downtown Beautification Committee Report**

**Prepared By:** Richard Perkins, Senior Planner

**Approved By:** Carolyn Lehr, Interim City Administrator

### **RECOMMENDATION:**

Confirm Membership of the Downtown Beautification Committee

### **HISTORY / BACKGROUND:**

At the January 27, 2015 City Council meeting, the Council approved the appointment of an Ad-Hoc Committee by Mayor John Chavez (see attached). Acting on this recommendation, a committee has been formed to seek out ideas and implementation methods for improving Chowchilla's downtown area.

This current committee consists of Mayor Chavez, Mayor Pro Tem Waseem Ahmed, former Council member and business owner David Alexander, former Council member Roy Price, Bobby Kahn of the Madera County Economic Development Commission, Jackie Flanagan of the Chamber of Commerce, and city staff assigned by the Interim City Administrator, Carolyn Lehr. However, in the event circumstances of the current members change which does not allow continued participation on the Committee, Mayor Chavez and Mayor Pro Tem Ahmed, as the Sub Committee members, shall retain the flexibility to make adjustments in the volunteer membership on the Committee.

The committee members will develop a list of project ideas and assign the various members based on their areas of responsibilities, knowledge base and/or areas of interest. From the list, projects will be identified that could have an immediate demonstrable impact and be completed in a relatively short period of time. Those remaining projects, which may be longer term and involve budget allocations, will be addressed on a continuing basis over time.

From the list, the committee will develop and refine project concepts, identify project details, seek out innovative solutions that may apply to our community, and formulate methodologies to realistically achieve and fund the projects. The project and task list should be considered as a 'living document' given that the Committee will be meeting regularly to review and receive reports on the progress of assigned tasks and consider additional projects brought before the Committee. To this end, the Council Sub Committee will provide regular updates to the City Council.

### **FINANCIAL IMPACT:**

None – Information only

### **ATTACHMENT:**

Downtown Beautification Committee Member List  
January 27, 2015 Report to the City Council

**2015 Downtown Beautification Ad Hoc Committee Members:**

John Chavez, Mayor

Waseem Ahmed, Mayor Pro Tem

Carolyn Lehr, Interim City Administrator

Marty Piepenbrok, Community Relations Manager

John Anthony, Building Inspector

Joe Roman, Public Works Supervisor

Richard Perkins, Senior Planner

David Alexander, Insurance Agent

Roy Price, retired

Bobby Kahn, Director, Madera County Economic Development Commission

Jacki Flanagan, Chowchilla District Chamber of Commerce Manager



# REPORT TO THE CITY COUNCIL

Council Meeting of January 27, 2015

<b>Agenda Section:</b>	<u>NEW BUSINESS</u>
<b>SUBJECT:</b>	<b>Appointment of Council Ad-Hoc Member for Downtown Revitalization</b>
<b>Prepared By:</b>	<u>Harry Turner, Fire Chief</u>
<b>Approved By:</b>	<u>Carolyn Lehr, Interim City Administrator</u>

## RECOMMENDATION

Mayor to appoint Council Ad-Hoc committee for downtown revitalization.

## HISTORY / BACKGROUND

The City of Chowchilla has in the past had a downtown merchants committee, Vision 2002 committee and downtown development committee. Through discussions with City Administrator and the Mayor, it is again the desire of City staff and Council to provide a committee that can assist the City and business owners to continue the foresight and desire of previous Councils, Business owners and City staff.

## FINANCIAL ANALYSIS

None at this point. Ad-Hoc committee may come back at a future date with incentive programs to assist business' and property owners to improve the appearance of properties along the business district.

## ATTACHMENTS

None.