



AMENDED AGENDA REGULAR MEETING

JOINT CHOWCHILLA CITY COUNCIL / ★ REDEVELOPMENT SUCCESSOR AGENCY

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

APRIL 28, 2015

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

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

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

CALL TO ORDER

ROLL CALL

Mayor/Chairman: John Chavez

Mayor Pro Tem/Vice Chair: Waseem Ahmed

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

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

PUBLIC ADDRESS – CLOSED SESSION

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

CLOSED SESSION – 6:00 PM

This time has been set aside for the City Council to meet in a closed session to discuss matters pursuant to Government Code Section 54957 (b)(1) 54957.6, and 54956.9(d) (2). Based on the advice of the City Attorney, discussion in open session concerning these matters would prejudice the position of the City in this litigation. The City Attorney will give an additional oral report regarding the Closed Session at the beginning of the next regular City Council meeting.

1. Public Employee Appointment

City Administrator

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

Number of Cases: 1

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

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

OPEN SESSION – 7:00 PM**PLEDGE OF ALLEGIANCE:****INVOCATION:****CLOSED SESSION REPORT:****CEREMONIAL / PRESENTATIONS – Section 1**

- 1.1 Peace Officers Memorial Day & Police Week Proclamation** [CLICK HERE](#)
- 1.2 MCEDC App Presentation**

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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

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 **Consideration of Council Minutes from the April 14, 2015 Meeting (Lima)** [CLICK HERE](#)
- 3.2 **Consideration of Council Minutes from the April 16, 2015 Special Meeting (Lima)** [CLICK HERE](#)
- 3.3 **Acceptance of the Monthly Financial Reports (Pruett)** [CLICK HERE](#)

PUBLIC HEARINGS – Section 4

- 4.1 **Council Resolution # - 15, Annual Update of the Master User Fee Schedule for 2015 (Pruett)** [CLICK HERE](#)

DEFERRED BUSINESS – Section 5**NEW BUSINESS – Section 6**

- 6.1 **Council Resolution # -15, Authorizing a Request for Proposal to Secure Residential, Commercial and Industrial Structures (Turner)** [CLICK HERE](#)
- 6.2 **Consideration of Approval to Submit CalOES Transit Project and Authorizing City Designee(s) (Lima)** [CLICK HERE](#)
- 6.3 **Council Resolution # -15, Authorizing the City Administrator to Enter into an Agreement with the California Department of Corrections and Rehabilitation for Inmate Community Service Work Crews (Locke)** [CLICK HERE](#)
- 6.4 **Council Resolution # -15, Authorizing the Release of a Request for Qualifications for Design Services in the Veterans Memorial Park Amphitheater Project (Locke)** [CLICK HERE](#)
- 6.5 **Council Resolution # -15, Approval of First Amendment to Contract with Carolyn Lehr for Interim City Administrator Services (City Attorney)** [CLICK HERE](#)
- 6.6 **Council Resolution # -15, Request to Provide Assistance Funding for the Purchase of Inflatable Movie Screen System from the Council Contingency Fund (Piepenbrok)** [CLICK HERE](#)
- 6.7 **Consideration of the Mayor to Establish a Council Sub-committee Consisting of Council Members Haworth and Walker for Purposes of Employee Compensation and Benefits Issues (Chavez)**
- 6.8 **Consideration of a Request for the Mayor to Sign the California Latino Water Coalition Letter to the Governor on Behalf of the City (Chavez)** [CLICK HERE](#)

ANNOUNCEMENTS – Section 7

- May 1 City Offices Closed
- May 7 Special Redevelopment Successor Agency Oversight Board Meeting 9:00 AM
- May 10 Mother’s Day
- May 12 City Council Meeting – Chowchilla City Hall 7:00 PM

ADJOURNMENT

PUBLIC NOTIFICATION

I, D. Martin Piepenbrok, Community Relations Manager 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 April 28, 2015 at the Chowchilla Civic Center, 130 S Second Street on April 23, 2015 at 3:00 p.m.

_____/s/_____

D. Martin Piepenbrok
Community Relations Manager

Proclamation

IN HONOR OF

PEACE OFFICERS MEMORIAL DAY AND POLICE WEEK 2015

WHEREAS, in 1962, President John F. Kennedy signed a proclamation which designated May 15 as Peace Officers Memorial Day, and the week in which that date falls as Police Week; and

WHEREAS, to this day the Congress and President of the United States continue to recognize and acknowledge that period in May to honor the country's law enforcement professionals; and

WHEREAS, the members of the law enforcement agency of the City of Chowchilla play an essential role in safeguarding the rights and freedoms of our citizens; and

WHEREAS, it is important that all citizens know and understand the problems, duties and responsibilities of their police department, and that members of our police department recognize their duty to serve the people by safeguarding life and property, by protecting them against violence or disorder, and by protecting the innocent against deception and the weak against oppression or intimidation; and

WHEREAS, the police department of the City of Chowchilla has grown to be a modern and scientific law enforcement agency which unceasingly provides a vital public service;

WHEREAS, the City of Chowchilla City Council calls upon the citizens of our community and upon all patriotic, civil and educational organizations to observe in a manner befitting and commemorating all police officers, past and present, who by their faithful and loyal devotion to their responsibilities, have rendered a dedicated service to the community and, in doing so, have established for themselves an enviable and enduring reputation for preserving the rights and security of all citizens.

NOW THEREFORE, BE IT RESOLVED, the City of Chowchilla City Council hereby proclaims May 15 as PEACE OFFICERS MEMORIAL DAY, and May 10 through May 16, 2015, as POLICE WEEK.

Presented this 28th day of April, 2015

JOHN CHAVEZ, MAYOR

City of Chowchilla, County of Madera, State of California



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

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

APRIL 14, 2015

CALL TO ORDER

ROLL CALL

Mayor/Chairman: John Chavez, Excused Absent (Arrived at 7:05pm)
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, Public Works Director/City Engineer Craig Locke, Finance Director Rod Pruett, and City Clerk Nanci Lima.

PUBLIC ADDRESS – CLOSED SESSION

There was no one in the audience.

CLOSED SESSION – 6:00 PM

- 1. Public Employee Appointment**
City Administrator
- 2. Conference with Legal Counsel – Anticipated Litigation, Gov. Code Section 54956.9 (d)(2)**
Claimant Name: Doreen Houk
Agency Claimed Against: City of Chowchilla
- 3. Conference with Labor Negotiators, Gov. Code Section 54957.6**
Negotiating Parties: CPOA

OPEN SESSION – 7:00 PM

PLEDGE OF ALLEGIANCE: Mayor Pro

INVOCATION: Walker

CLOSED SESSION REPORT: Item 1 was continued to after the regular session. Item 2 was rejected. Item 3, direction was given to staff.

CEREMONIAL / PRESENTATIONS – Section 1

- 1.1 Oath of Office – Charles Robertson – Police Officer I
- 1.2 Telecommunications Week Proclamation
- 1.3 Relay for Life Proclamation
- 1.4 Paint the Town Purple Day Proclamation
- 1.5 Dispatcher of the Year Presentation
- 1.6 Officer of the Year Presentation
- 1.7 Madera Animal Shelter Presentation

PUBLIC ADDRESS

John Scurfield invited the Council to the opening ceremonies for the Fair May 14, 2015.

Joyce Costa addressed the Council regarding the March FMAS and City annual Rabies clinic and requested the City look into a stricter leash law.

COUNCIL AND STAFF REPORTS – Section 2

2.1 COUNCIL REPORTS

Legislative Items
Oral / Written Reports

Council Member Walker attended the K9 Dinner and appreciated the assistance of all who were there.

Council Member Gaumnitz also attended the K9 Dinner.

Mayor Pro Tem Ahmed attended a Neighborhood Watch meeting and the High Speed Rail meeting.

Mayor Chavez attended the K9 Dinner and one of the neighborhood watch meetings and Coffee with a Cop. Mayor Pro Tem Ahmed thanked the Police Department for assisting residents in their efforts to establish Neighborhood Watch areas.

2.2 COLLABORATIVE AGENCY COMMITTEE UPDATES

Oral / Written Reports

2.3 STAFF REPORTS

Written/Oral Reports

Community Relations Manager Marty Piepenbrok updated the Council on two upcoming community events. The first event, Fall Into Arts Festival, may possibly change the name and theme to the Chowchilla Alligator Festival.

Staff is currently exploring ways to fund the purchase of an inflatable movie screen and projection system for the second event, Movies in the Park.

Interim Police Chief Riviere participated in the Walk a Mile in Her Shoes event. He and four other officers raised the most money and received an award.

CONSENT CALENDAR – Section 3

3.1 Consideration of Council Minutes from the March 19, 2015 Special Meeting (Lima)

- 3.2 Consideration of Council Minutes from the March 24, 2015 Meeting (Lima)**
- 3.3 Consideration of Council Minutes from the March 30, 2015 Special Meeting (Lima)**
- 3.4 Consideration of Council Minutes from the April 8, 2015 Special Meeting (Lima)**
- 3.5 Consideration of General Payments and Payroll for the Month of March 2015 (Pruett)**

Motion by Council Member Walker, seconded by Council Member Haworth 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 Presentation of Fiscal Year 2013/2014 Audit (Pruett/Price Paige & Co.)

Motion by Council Member Haworth, seconded by Mayor Pro Tem Ahmed to accept the Fiscal Year 2013/2014 Audit as presented. Motion passed unanimously by roll call vote.

6.2 Resolution # -15, Budget Amendment for Mayor to attend the Mayor and Council Member Leadership Forum (Lima)

Motion by Council Member Haworth, seconded by Council Member Gaumnitz to reject staff recommendation of Item 6.2; Direct staff to use the Council Contingency Funds, and, if procedurally required, bring the item back to council for formal action; If no formal action is procedurally required, staff will follow council direction to utilize money from the Council Contingency Fund. Motion passed by roll call vote with Council Member Walker voting no.

6.3 Resolution # 22-15, Amend Contract With Cota Cole LLP to Provide Specialized Code Enforcement Legal Services (Crane)

Motion by Council Member Walker, seconded by Council Member Haworth, to Approve Council Resolution #22-15, Amend Contract with Cota Cole LLP to Provide Specialized Code Enforcement Legal Services. Motion passed unanimously by roll call vote.

6.4 Resolution # 23-15, to Accept K-9 and Related Training Donation and Authorize Execution of Necessary Documents (Riviere)

Motion by Council Member Walker, seconded by Council Member Gaumnitz, to Approve Resolution # 23-15, Accepting K-9 and Related Training Donation and Authorize Execution of Necessary Documents. Motion passed unanimously by roll call vote.

ANNOUNCEMENTS – Section 7

- Apr 15 Planning Commission Meeting – Chowchilla City Hall 7:00 PM
- Apr 15 First 5 Celebrate Children’s Day – Veterans Memorial Park – 4:00-6:00 PM

- Apr 17 City Offices Closed
- Apr 17 Chowchilla Athletic Foundation Golf Tournament – Pheasant Run Golf Course 1:00 PM
- Apr 21 Parks & Recreation Commission Meeting – Chowchilla City Hall 7:00 PM
- Apr 23 RDA Successor Agency Meeting – Chowchilla City Hall 9:00 AM
- Apr 25 The GREAT Chowchilla YARD SALE – Trinity Avenue & RC Wisener Park 8:00 AM-12 NOON
- Apr 25-26 Relay for Life of Chowchilla – CUHS Football Field 9:00 AM – 9:00 AM
- Apr 28 City Council Meeting – Chowchilla City Hall 7:00 PM

Council recessed to Closed Session 8:55 pm and reconvened at 9:52 pm. Council gave direction to staff concerning Closed Session Item 1.

ADJOURNMENT

Motion by Council Member Walker to adjourn the April 14, 2015 Joint City Council/RSA meeting at 9:53 p.m. Motion passed unanimously by voice vote

ATTEST:

APPROVED:

Nanci C. O. Lima, MMC
City Clerk

John Chavez
Mayor



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

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

April 16, 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, and Deputy City Clerk Joann McClendon.

OPEN SESSION – 6:00 PM

PUBLIC ADDRESS

None.

CLOSED SESSION – Section 1

- 1. **Conference with Legal Counsel - Anticipated, Pursuant to Gov. Code Section 54956.9 (d)(2)**
Number of Cases: Number Unknown Estimated at 6

CLOSED SESSION REPORT: No reportable action; Council gave direction to staff.

ADJOURNMENT

Motion by Council Member Walker, seconded by Council Member Gaumnitz to adjourn the April 16, 2015 Special City Council/Redevelopment Agency Meeting at 7:13 p.m. Motion passed unanimously by voice vote.

ATTEST:

APPROVED:

Joann McClendon
Deputy City Clerk

John Chavez
Mayor



REPORT TO THE CITY COUNCIL

Council Meeting of April 28, 2015

Agenda Section: Consent

SUBJECT: **Consideration of Monthly Financial Statements**

Prepared By: Rod Pruett, City Treasure/Finance Director

Approved By: Carolyn Lehr, Interim City Administrator

RECOMMENDATION:

Approve the March 2015 Financial Statements shown in the attachment

HISTORY / BACKGROUND:

In January 2015 staff began providing Council with monthly financial information as an ongoing financial status update.

DISCUSSION:

The monthly financial statements consist of a Budget vs Actual and a Balance Sheet for the General Fund. The Budget vs Actual shows the current year Revenues and Expenses by Department in summary form compared to the current year budget, as well as the prior year revenues and expenses compared to budget for the same time period. This report presents year-to-date amounts. The Balance Sheet shows the Assets, Liabilities and Fund Balance at the time the report is generated. This provides an overview of cash, amounts owed to the City, amounts the City owes and the fund balance at a specific point in time.

The financial statements are being presented as an overview of the City's finances and are not meant to be a comprehensive in-depth review. As a reference to compare to the percentage columns in the report, the percentage of the year that has expired is 75%.

If there are questions regarding the actual amounts or budget vs actual variances, please forward your questions to me in enough time before the meeting for staff to research them to provide accurate answers.

FINANCIAL ANALYSIS:

No significant variances identified that were not addressed in previous month's discussions.

General Administration:

The difference in expense is due to bad debt expense that was not budgeted for in this department.

City Property/Rents:

The difference in expense is due to splitting out the energy expense from the rent received. These amounts were netted together in the past and are split out now. Revenues will be higher and expenses will be higher for the same net effect.

ATTACHMENTS:

March 2015 Budget vs Actual and Balance Sheet

	Prior Budget	Prior Actual	Percent	Current Budget	Current Actual	Difference	Percent
GENERAL FUND							
GENERAL ADMINISTRATION							
Total Expenditure:	.00	.00	0%	17,240.00	37,475.72	20,235.72-	217%
Total Revenue:	3,969,300.00	2,362,718.30	60%	4,940,035.00	2,375,706.07	2,564,328.93	48%
CITY COUNCIL							
Total Expenditure:	68,153.00	38,123.12	56%	62,887.33	38,849.30	24,038.03	62%
Total Revenue:	20,634.00	15,474.00	75%	20,634.00	15,475.50	5,158.50	75%
CITY CLERK							
Total Expenditure:	97,390.00	79,673.32	82%	119,141.67	80,446.95	38,694.72	68%
Total Revenue:	75,938.00	56,952.00	75%	75,938.00	57,953.44	17,984.56	76%
CITY ATTORNEY							
Total Expenditure:	135,000.00	174,225.49	129%	212,000.00	619,399.29	407,399.29-	292%
Total Revenue:	44,000.00	26,250.00	60%	44,000.00	26,250.03	17,749.97	60%
GENERAL SERVICES							
Total Expenditure:	548,663.00	394,279.38	72%	633,883.00	434,012.55	199,870.45	68%
Total Revenue:	74,481.00	55,863.00	75%	74,481.00	55,860.75	18,620.25	75%
ADMINISTRATIVE SERVICES							
Total Expenditure:	547,575.00	391,091.41	71%	568,490.00	276,771.91	291,718.09	49%
Total Revenue:	324,109.00	243,093.50	75%	324,109.00	243,081.72	81,027.28	75%
CITY PROPERTY - RENTS							
Total Expenditure:	4,066.00	1,634.74	40%	3,925.00	8,113.53	4,188.53-	207%
Total Revenue:	82,126.00	81,492.74	99%	92,480.00	75,737.43	16,742.57	82%
FINANCE DEPARTMENT							
Total Expenditure:	555,337.00	437,854.85	79%	624,722.00	386,779.55	237,942.45	62%
Total Revenue:	418,258.00	313,764.75	75%	418,308.00	313,541.56	104,766.44	75%
PROPERTY TAXES							
Total Expenditure:	9,200.00	2,215.44	24%	.00	539.40	539.40-	0%
INSURANCE HOLDING							
Total Expenditure:	24,410.00	206,551.00	846%	.00	61,518.00	61,518.00-	0%
POLICE - SWORN							
Total Expenditure:	2,396,387.00	1,789,413.34	75%	2,745,622.00	1,950,577.41	795,044.59	71%
Total Revenue:	329,500.00	193,258.75	59%	310,655.00	203,581.15	107,073.85	66%
POLICE - NET							
Total Expenditure:	137,500.00	222.30	0%	140,280.00	.00	140,280.00	0%
Total Revenue:	137,500.00	.00	0%	141,761.00	.00	141,761.00	0%
SPECIAL INVESTIGATIONS UNIT							
Total Expenditure:	87,707.00	58,188.10	66%	86,443.00	59,110.11	27,332.89	68%
Total Revenue:	64,000.00	13,000.00	20%	60,000.00	18,276.38	41,723.62	30%
POLICE - K-9							
Total Expenditure:	3,800.00	353.73	9%	3,900.00	2,594.05	1,305.95	67%
Total Revenue:	10,000.00	18,162.04	182%	20,000.00	.00	20,000.00	0%
FIRE SERVICES							
Total Expenditure:	261,402.00	201,281.28	77%	338,406.00	194,380.80	144,025.20	57%
Total Revenue:	80,926.00	60,621.00	75%	80,426.00	64,519.62	15,906.38	80%
ANIMAL CONTROL							
Total Expenditure:	103,823.00	72,445.97	70%	109,540.00	79,589.67	29,950.33	73%
Total Revenue:	7,900.00	7,072.74	90%	8,900.00	5,058.50	3,841.50	57%
STREETS-OLD							
Total Revenue:	300.00	.00	0%	.00	.00	.00	0%
GENERAL SERVICES-OLD							
Total Expenditure:	13,250.00	9,024.11	68%	.00	.00	.00	0%
PLANNING & ZONING							
Total Expenditure:	285,657.00	181,953.24	64%	284,309.00	168,650.37	115,658.63	59%
Total Revenue:	59,028.00	49,941.31	85%	59,138.00	37,495.42	21,642.58	63%
COMMUNITY & ECONOMIC DVLPMNT							
Total Expenditure:	5,480.00	891.51	16%	4,510.00	378.81	4,131.19	8%

	Prior Budget	Prior Actual	Percent	Current Budget	Current Actual	Difference	Percent
BUILDING & CODE ENFORCEMENT							
Total Expenditure:	124,057.00	77,684.49	63%	119,541.00	83,208.47	36,332.53	70%
Total Revenue:	115,600.00	76,546.70	66%	149,330.00	100,821.58	48,508.42	68%
COMMUNITY PROMOTION							
Total Expenditure:	37,681.00	26,410.75	70%	37,483.00	24,383.48	13,099.52	65%
COMMUNITY POOL-OLD							
Total Expenditure:	.00	886.03	0%	.00	.00	.00	0%
SENIOR SERVICES							
Total Expenditure:	33,450.00	14,450.20	43%	32,026.00	21,200.94	10,825.06	66%
Total Revenue:	3,530.00	1,552.48	44%	5,100.00	7,096.13	1,996.13-	139%
PARKS AND FACILITIES							
Total Expenditure:	310,315.00	207,632.03	67%	615,470.00	208,813.06	406,656.94	34%
Total Revenue:	45,600.00	35,287.47	77%	50,875.00	51,706.58	831.58-	102%
RECREATION PROGRAMS							
Total Expenditure:	24,077.00	3,900.02	16%	25,530.00	9,774.76	15,755.24	38%
Total Revenue:	3,000.00	1,634.64	54%	6,500.00	4,415.00	2,085.00	68%
GENERAL FUND Revenue Total:	5,865,730.00	3,612,685.42	62%	6,882,670.00	3,656,576.86	3,226,093.14	53%
GENERAL FUND Expenditure Total:	5,814,380.00	4,370,385.85	75%	6,785,349.00	4,746,568.13	2,038,780.87	70%
Net Total GENERAL FUND:	51,350.00	757,700.43-	-1476%	97,321.00	1,089,991.27-	1,187,312.27	-1120%
Net Grand Totals:	51,350.00	757,700.43-	-1476%	97,321.00	1,089,991.27-	1,187,312.27	-1120%

CITY OF CHOWCHILLA
BALANCE SHEET
MARCH 31, 2015

GENERAL FUND

ASSETS

100-0100-0000-0200-000	CASH - COMBINED FUND	(6,048,285.10)	
100-0100-0000-0201-000	PETTY CASH	800.00	
100-0100-0000-0201-001	CASH DRAWER	2,400.00	
100-0100-0000-0202-000	PRE-PAID POSTAGE ACCOUNT	2,052.97	
100-0100-0000-0208-000	CASH IN US BANK - RESTRICTED	369,738.52	
100-0100-0000-0209-000	CASH IN LAIF	6,480,954.01	
100-0100-0000-0220-000	ACCOUNTS RECEIVABLE-LEGAL/	(35,865.94)	
100-0100-0000-0221-000	A/R - ACCRUED REVENUES	7,624.08	
100-0100-0000-0224-000	A/R MODULE ONLY RECEIVABLE	34,867.83	
100-0100-0000-0227-000	LIENS RECEIVABLES GENERAL FU	67,299.16	
100-0100-0000-0229-000	A/R BUSINESS LICENSE	1,832.25	
	TOTAL ASSETS		883,417.78

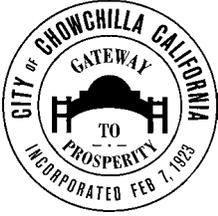
LIABILITIES AND EQUITY

LIABILITIES

100-0200-0000-0420-000	TRADE PAYABLES	41,598.71	
100-0200-0000-0421-001	BONDS FOR WORK-REFUNDABLE	1,500.00	
100-0200-0000-0465-000	UNCLAIMED PROP/STALE DATED	525.37	
100-0200-0000-0480-000	DEFERRED REVENUE	(.02)	
	TOTAL LIABILITIES		43,624.06

FUND EQUITY

100-0300-0000-0602-000	RESERVE FOR L/T A/R	30,318.33	
	UNAPPROPRIATED FUND BALANC		
100-0300-0000-0601-000	FUND BALANCE	523,124.24	
100-0300-0000-0601-004	RESERVE FOR CONTINGENCIES	910,223.00	
100-0300-0000-0601-005	DESIGNATED FOR PREPAID ITEM	27,000.00	
100-0300-0000-0601-006	DESIGNATED FOR DEBT SVC RSR	369,737.50	
100-0300-0000-0601-009	PRIOR PERIOD ADJUSTMENTS	69,381.92	
	REVENUE OVER EXPENDITURES -	(1,089,991.27)	
	BALANCE - CURRENT DATE	809,475.39	
	TOTAL FUND EQUITY		839,793.72
			883,417.78



REPORT TO THE CITY COUNCIL

Council Meeting of April 28, 2015

Agenda Section:	<u>Public Hearing</u>
SUBJECT:	Consideration of Council Resolution # - 15, Annual Update of the Master User Fee Schedule for 2015
Prepared By:	<u>Rod Pruett, Finance Director</u>
Approved By:	<u>Carolyn Lehr, Interim City Administrator</u>

RECOMMENDATION:

That Council hold the public hearing, accept testimony regarding the Master User Fee Schedule and adopt, by motion, a Resolution establishing the 2015 Master User Fee Schedule.

HISTORY / BACKGROUND:

The California Government Code Sections 66012 – 66018.5 grants cities the authority to establish and charge user fees in connection with certain public services that are provided to businesses and individuals.

Historically Chowchilla has set these fees by departments at different times of the year, not in a consolidated fashion. In 2012, Council consolidated the fees into one document with the adoption of Resolution 84-12, ensuring ease of use by the City's customers.

The proposed fees have been increased 1.6% in accordance with the Employee Cost Index for State and Local Government Employees (ECI); there were no fees increased under the California Construction Cost Index. Both indexes are the recommended tools to determine the amount of adjustment. Some fees are calculated using percentages which were not increased by the 1.6% ECI. Fees calculated above \$10 were rounded to the nearest \$1 increment and fees under \$10 were left as calculated.

FINANCIAL IMPACT:

The projected revenue will be included in the 2015-2016 City of Chowchilla budget.

ATTACHMENTS:

Summary of changes to fee schedule-Explanations
Resolution

CHANGES TO THE MASTER FEE SCHEDULE

1. Tentative Subdivision Map Major and Minor. In speaking with Richard Perkins and Janene Hicks the time and paperwork is the same for both. They recommend that the fee be averaged between the two.
2. Tentative Subdivision Map Revision Major and Minor. Same as #1
3. Conditional Use Permit Major and Minor. Same as #1
4. Modification/Revocation of Conditional Use Permit/Variance Major and Minor. Same as #1
5. EA – Categorical Exemptions – In speaking with Richard Perkins, he stated that our fee is extremely high and recommended \$125.00 as this document only takes a few moments to complete. Was \$519.00 in 2014
6. EIR Processing & Review Major and Minor. Same as #1
7. Electrical Permit Issuance Fee (Non-Refundable)- Was on the schedule last year but with no amount. Added amount to be the same as mechanical permits
8. Added Terminology (Non-Refundable) To all Basic Permit Fees and Licenses
9. Added Signage Plan Review (Non-Refundable) This fee was requested due to the amount of time signage requires for review. The fee is based on same structure as the Permit would be.
10. Vehicle Release – In speaking with Dave Riviere and Casadi Denny, The Vehicle Release fees should only be one fee. They recommended the fee be changed to 125.00 per release as this fee would be justifiable based on time and costs. Ranged from \$40 to \$185 depending on purpose of impounding in 2014.
11. Non-Sufficient Funds Check – Remove the \$20 fee and leave the \$30 fee. The cost is the same for all returned checks. Was \$20 for first and \$30 thereafter in 2014.
12. Owner Release of Animal – In working with Dave and Casadi – They stated the costs for release to owners have increased more than the CPI and would like to see the amount changed to \$65.00 based on the rising costs for caring for the animals. Was \$45 in 2014.
13. Owner Release of Animal to Shelter – County – See #13 In this case due to the time staff spend and increases in costs they would like to see the fee changed to \$70.00. Was \$50 in 2014.

14. Administrative Fees – In various ordinances there is are Administrative Fees in the amount of \$35.00. This is just put as a general fee in the Master Fee Schedule. This would cover the costs for staff time and actual costs for various billings, research, etc.
15. Illegal Dumping – Add for Actual Costs and Administrative Fee
16. Repairs to City Systems due to Property Destruction – Add for Actual Costs and Administrative Fees
17. Weed Abatement – Add for Actual Costs, Administrative Fee and Fines/Penalties based on Administrative Citation Resolution.
18. Hydrant Meters – Off Peak – Somewhere the monthly cost for the hydrant meter was changed to \$40.00. However, we are still charging the old fees of \$50 off peak and \$80 peak. This is to correct the Fees in the schedule. Off Peak is for non-drought years and months. Usually charged from October through April of each year. Since the drought started we have been charging peak.
19. Hydrant Meters – Peak See #19 Peak monthly fee is \$80 for drought years and for the months of May through September when water is at the highest demand.
20. Senior Center Auditorium Rental and Meeting Room – The City no longer rents this building. Marty is suggesting. (See Attachment) that we eliminate the fees until such time we decide to rent the building again. If a public Agency wanted to rent the building we could use the same rates established for the Civic Center.
21. S & L Park Community Center Rental – See #21
22. Civic Center Rental Items. – Although Marty stated the Civic Center is no longer rented, outside entities are using the facility so I left the fee schedule in and just removed the discount since I could not locate a bases for how it was calculated. I removed the Computer Lab as it was turned into IT's Storage Area. Made no changes to rates.
23. Event Vendor Booth – Changed to \$0.30 per Square Foot Per Marty's Request and Add a Second Fee for Electricity. Was \$15 for Non-Profit and \$25 For-Profit in 2014.
24. Sports Field Usage/Lights – Revamped per Marty used his fees
25. Berenda Reservoir Fees – Eliminated Per Marty since we subcontracted this out to the Lions Club
26. Park Pavilion Rental Fees – Adjusted from 4 hours to 5 hours per Marty & Remove the AS Fee and changed fees to Marty's request. Various range of charges depending on half day of full day as well as electricity and rental fee in 2014.
27. Aquatics & Pool Rental Fees – removed per Marty's request also the City doesn't have a pool and the costs would need to be reviewed if we rented the pool at the High School which in the past the City did not recover its costs.
28. Concession Facility Rental – Removed Per Marty's request

29. Add all the missing Public Works Fees – Public Works fees somehow were dropped from the Fee Schedule but I am unclear as to when (They may have even been set by a separate resolution as sometime in the past) and some fees are new. Doug Lackey researched the fees to ensure that they were appropriate; we are currently some of the fees which are needed to value projects when permits are issued. I have included the list I received from Wendy. The fees were verified by Doug Lackey and so I made no increases based on his recommendation.

COUNCIL RESOLUTION # -15

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHOWCHILLA AMENDING THE MASTER USER FEE SCHEDULE

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

WHEREAS the City Council has the authority to increase certain fees annually, based on the nationally published Employee Cost Index for State and Local Governments, by the California Construction Cost Index, or by reevaluation and assignment of actual municipal costs to cover the estimated cost of providing the services for which such fees are levied; and

WHEREAS the City of Chowchilla has met the requirements pursuant to Government Code Section 66016 by holding a public hearing concerning the adoption of said fees and has made available to the public, at least 10 days before the hearing, data on the amount of costs or estimated costs required to provide the services for which the fees are levied and the revenue sources anticipated to provide the services.

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

1. The Council finds that the specific amount of the updated user fees, the description of the benefit and impact area on which the user fee is imposed, the description of the reasonable relationship between the fees and the various types of services, and the time for payment set forth below in this resolution are proper and necessary and the information and data upon which the fees are based is correct and accurate; and,
2. Council hereby adopts and approves the Master User Fee Schedule updated for 2015, following a public hearing on the matter and the same is incorporated herein; and,
3. Pursuant to California Government Code Section 66017, the fees adopted by this resolution shall be in full force and effect and shall be collected beginning July 1, 2015; and, once adopted, Council acknowledges that any user fees previously determined by Resolution or other fashion will be replaced by the user fees outlined in the Fee Schedule contained herein.
4. Any judicial action or proceeding to attack, review, set aside or annul this resolution shall be brought within 120 days of its adoption; and,
5. The specific amount of User Fees, as Amended, are set forth in the table below:

Service	Fee	
Administration		
Notary Fee - Ballots or Ballot Identification	\$ -	No fee Per California State Law
Notary Fee - Military Veterans claim for pension, allotment, allowance, compensation, insurance or veteran's benefit	\$ -	No fee Per California State Law
Copy of Charges for FPPC	\$ 0.11	Each
Certification of Minutes (one pg w/city seal, stamped and signed by City Clerk	\$ 0.21	Each Additional Page
Copy charges for documents (except FPPC)	\$ 0.21	Each Additional Page
Single Council/City Board full meeting <u>packet</u> (must be prepaid with deposit of \$50.00) Note: A public packet is available for review at City Hall	\$ 0.21	Each Additional Page
Certification of Minutes (one pg w/city seal, stamped and signed by City Clerk	\$ 1.05	1st Page
Copy charges for documents (except FPPC)	\$ 1.05	1st Page
Single Council/City Board full meeting <u>packet</u> (must be prepaid with deposit of \$50.00) Note: A public packet is available for review at City Hall	\$ 1.05	1st Page Plus \$50 Deposit
Audio recording from Council/City Board meetings	\$ 1.69	Each
Notary Fee - To Administer Oaths Only	\$ 5.00	Per Oath
Notary Fee - Acknowledgement	\$ 10.00	Per Signature (CA Law)
Notary Fee - Jurat & Oath	\$ 10.00	Per Person (CA Law)
Notary Fee - Proof of Execution by Subscribing Witness	\$ 10.00	Per Signature (CA Law)
Notary Fee - Power of Attorney	\$ 10.00	Per Signature (CA Law)
Notary Fee - Immigration Paperwork	\$ 10.00	Per Signature (CA Law)

Service	Fee	
Council/City Board <u>agenda</u> subscription - one year; renewable each January. No charge for email. (Note: Available on City's website)	\$ 25.00	Annually not prorated
Council/City Board full meeting <u>packet</u> - 6 months - pick-up at City Hall (to be prepaid) Note: For any packet to be mailed, postage is paid by customer. Note: A public packet is available for review at City Hall	\$ 211.00	Semi-Annually
Council/City Board full meeting <u>packet</u> - one year - pick-up at City Hall (to be prepaid) Note: For any packet to be mailed, postage is paid by customer. Note: A public packet is available for review at City Hall	\$ 396.00	Annually
Airport		
*Tiedown Daily Use	\$ 3.16	Per Day
Comm. Monthly FBO	\$ 66.00	Monthly
Tiedown Leases	\$ 285.00	Annually
Private Hangar (2yrs fixed contract)	\$ 701.00	Annually
Portable Hangars	\$ 876.00	Annually
Regular T Hangars	\$ 1,138.00	Annually
FBO Land Lease	\$ 1,187.00	Annually
Storage of Non-Flyable Aircraft	\$ 1,213.00	Annually
All Departments		
Administrative Fee (Non-Refundable)	\$ 35.00	Each
Repairs to City Systems due to property Destruction	\$ -	Administrative Fee Plus Actual Costs
Community Development		
Business License Fees (Non-Refundable)	\$ -	2002/2003 Exhibits B, C, D Attached
Existing Residential Buildings - For other types of residential occupancies and for alterations, additions Modifications to existing residential building use the Unit Fee Schedule.	\$ -	See Per Unit Fees
Carnivals/Circuses, or other traveling shows or exhibitions utilizing transportable type rides, booths, displays and attractions. For permanently installed rides, booths, displays, and attractions, use the Unit Fee Schedule.	\$ -	See Per Unit Fees

Service		Fee
Grading Plan Review Fees - 50 cubic yards or less	\$ -	Or Actual Costs whichever is greater - Plus Permit Fees
Weed Abatement	\$ -	Administrative Fee Plus Actual Costs, Fines and Penalties
Public Improvement PC & Inspection (\$500,001- \$1,000,000)	1.00%	Fee
Public Improvement PC & Inspection (\$430,001 - \$500,000)	2.00%	Fee
Public Improvement PC & Inspection (\$70,001 - \$430,000)	3.50%	Fee
New Residential Buildings - Multifamily For new multifamily buildings (apartment and condominiums) having three or more dwelling units constructed at the same time, not including the area of garages, carports and accessory buildings, per square foot. Fees shall include all wiring and electrical equipment in or on each building or other electrical equipment on the same premises constructed at the same time.	\$ 0.05	Per Square Foot
New Residential Buildings - Single and two family For new single and two family residential buildings constructed at the same time and not including the area of garages, carports, and accessory buildings, per square foot. Fees shall include all wiring and electrical equipment in or on each building or other electrical equipment on the same premises constructed at the same time.	\$ 0.05	Per Square Foot
Public Improvement PC & Inspection (\$0 - \$70,000)	6.00%	Fee
Receptacle/Switch & Light Outlets - For receptacle, switch, light or other outlets at which current is used or controlled, except services, feeders and meters: Each additional Fixture over 20	\$ 0.74	Each plus Permit Issuing Fee
Lighting Fixtures - For lighting Fixtures, sockets or other lamp holding devices Each additional Fixture over 20	\$ 0.74	Each plus Permit Issuing Fee
Gas-Piping System - Additional for each over 5	\$ 1.11	Each plus Permit Issuing Fee
Vacuum Breakers - Atmospheric Type Not included in above (for each over five)	\$ 1.11	Each plus Permit Issuing Fee

Service	Fee	
Receptacle/Switch & Light Outlets - For receptacle, switch, light or other outlets at which current is used or controlled, except services, feeders and meters: (First twenty (20) fixtures)	\$ 1.11	Each plus Permit Issuing Fee
Lighting Fixtures - For lighting Fixtures, sockets or other lamp holding devices. (First twenty (20) fixtures)	\$ 1.11	Each plus Permit Issuing Fee
Lighting Fixtures - For lighting Fixtures, sockets or other lamp holding devices. For pole or platform mounted lighting fixtures	\$ 1.11	Each plus Permit Issuing Fee
Lighting Fixtures - For lighting Fixtures, sockets or other lamp holding devices. For theatrical type lighting fixtures or assemblies	\$ 1.11	Each plus Permit Issuing Fee
Residential Appliances -For fixed residential appliances or receptacle outlets for same, including wall-mounted electric ovens; counter-mounted cooking tops; electric ranges; self-contained room, console of through-wall air conditioners; space heaters, food waste grinders; dishwashers; washing machines; water heaters, clothes dryers; or other motor-operated appliances not exceeding 1 horsepower (HP) (764 W) in rating, each. NOTE: For other types of air conditioner and other motor-driven appliances having larger electrical ratings, see Power Apparatus.	\$ 4.48	Each plus Permit Issuing Fee
Power Apparatus - Rating in horsepower (HP), Kilowatts (kW), Kilovolt-amperes (kVA) or kilovolt-amperes-reactive (KVAR): Up to and including 1 NOTES: 1. For equipment or appliances having more than one motor, transformer, heater, etc., the sum of the combined ratings may be used. 2. These fees include all switched, circuit breakers, contractors, thermostats, relays and other directly related control equipment.	\$ 4.48	Each plus Permit Issuing Fee

Service		Fee
Non-Residential Appliances - and self-contained factory wired, non-residential appliances not exceeding 1 horsepower (HP), kilowatt (kW) or kilovolt-ampere (kVA), in rating including medical and dental devices, food, beverage and ice cream cabinets; illuminated show cases; drinking fountains; vending machines; laundry machines; or other similar types of equipment	\$ 4.75	Each plus Permit Issuing Fee
Signs/Marquees - For additional branch circuits within the same sign, outline lighting system or marquee	\$ 4.75	Each plus Permit Issuing Fee
Gas-Piping System (1 to 5 Outlets)	\$ 5.54	Each plus Permit Issuing Fee
Vacuum Breakers - Atmospheric Type Not included in above (1 to 5)	\$ 5.54	Each plus Permit Issuing Fee
Piping - Medical Gas for a specific gas for each outlet over 5	\$ 5.54	Each plus Permit Issuing Fee
Electrical Permit - Supplemental for which the original permit has not expired, been canceled or finalized (Non-Refundable)	\$ 6.86	Each plus Permit Issuing Fee
Carnivals/Circuses, or other traveling shows or exhibitions utilizing transportable type rides, booths, displays and attractions. For mechanically driven rides, and walk through attractions or displays have electric lighting	\$ 6.86	Each plus Permit Issuing Fee
Carnivals/Circuses, or other traveling shows or exhibitions utilizing transportable type rides, booths, displays and attractions. For a system of area and booth lighting	\$ 6.86	Each plus Permit Issuing Fee
Bus Ways - For trolley and plug-in- type bus-ways, each 100 feet (30 480 mm) or fraction thereof NOTE: An additional fee is required for lighting fixtures, motors and other appliances that are connected to trolley and plug-in-type bus-ways. A fee is not required for portable tools.	\$ 6.86	Per 100 Feet plus Permit Issuing Fee
Mechanical Permit - Supplemental for which the original permit has not expired, been canceled or finalized (Non-Refundable)	\$ 7.65	Each
Grading Plan Review Fees - Plus for each additional 10,000 cubic yards or fraction thereof.	\$ 7.65	Or Actual Costs whichever is greater - Plus Permit Fees

Service	Fee	
Plumbing fixture on one tap or a set of fixtures on one tap (including water, drainage piping and backflow protection, etc)	\$ 7.75	Each plus Permit Issuing Fee
Rainwater Systems - Per Drain (Inside Building)	\$ 7.75	Each plus Permit Issuing Fee
Water Heater and/or vent	\$ 7.75	Each plus Permit Issuing Fee
Industrial Waste Pretreatment Interceptor (Includes Trap Vent, expect Kitchen type grease interceptors functioning as fixtures)	\$ 7.75	Each plus Permit Issuing Fee
Water Piping and/or Water Treating Equipment for installation, alteration or repair	\$ 7.75	Each plus Permit Issuing Fee
Piping - Vent for Installation, Repair, or Alteration of Drainage	\$ 7.75	Each plus Permit Issuing Fee
Sprinkler System - Lawn or any one meter including backflow protection devices	\$ 7.75	Each plus Permit Issuing Fee
Backflow Protective Device other than Atmospheric Type Vacuum Breakers (2 inch (51mm) in diameter and smaller)	\$ 7.75	Each plus Permit Issuing Fee
Ventilation & Exhaust - For Ventilation fan connected to a single duct	\$ 8.02	Each plus Permit Issuing Fee
Appliance Vents - for the installation, relocation or replacement of each appliance vent installed and not included in the appliance permit	\$ 8.07	Each plus Permit Issuing Fee
Plumbing Permit - Supplemental for which the original permit has not expired, been canceled or finalized (Non-Refundable)	\$ 11.00	Each
Temporary Power Service -For a temporary distribution system and temporary lighting and receptacle outlets for construction sites, decorative lights, Christmas tree sales lot, fireworks stands, etc.	\$ 12.00	Each plus Permit Issuing Fee

Service		Fee
Power Apparatus - Rating in horsepower (HP), Kilowatts (kW), Kilovolt-amperes (kVA) or kilovolt-amperes-reactive (KVAR): Over 1 but no over 10 NOTES: 1. For equipment or appliances having more than one motor, transformer, heater, etc., the sum of the combined ratings may be used. 2. These fees include all switched, circuit breakers, contractors, thermostats, relays and other directly related control equipment.	\$ 12.00	Each plus Permit Issuing Fee
Air Handlers - For each air-handling unit to and including 10,00 cubic feet per minute (CFM) (4719L/s), including ducts attached thereto NOTE: This fee does not apply to an air-handling unit which is a portion of a factory-assembled appliance, cooling unit, evaporative cooler or absorption unit for which a permit is required elsewhere in the Mechanical Code.	\$ 12.00	Each plus Permit Issuing Fee
Evaporative Coolers - Other than portable types	\$ 12.00	Each plus Permit Issuing Fee
Ventilation & Exhaust - which is not a portion of any heating or air-conditioning system authorized by a permit	\$ 12.00	Each plus Permit Issuing Fee
Ventilation & Exhaust - For the installation of hood which is served by mechanical exhaust, including the ducts for such hood	\$ 12.00	Each plus Permit Issuing Fee
Appliance/Equipment - For each appliance or piece of equipment regulated by the Mechanical Code but not classed in other appliance categories, or for which no other fee is listed in the table	\$ 12.00	Each plus Permit Issuing Fee
Grading Plan Review Fees - Plus for each additional 10,000 cubic yards or fraction thereof	\$ 14.00	Or Actual Costs whichever is greater - Plus Permit Fees
Repairs & Additions - for the repair of, alteration of, or addition to each heating appliance, refrigeration unit, cooling unit, absorption unit, or each heating. Cooling - Absorption or evaporative cooling system, including installation of controls regulated by the Mechanical Code	\$ 15.00	Each plus Permit Issuing Fee
Grading Permit Fees - Plus for each additional 1,000 cubic yards or fraction thereof. (Non-Refundable)	\$ 15.00	Plus Grading Plan Review Fees

Service		Fee
Furnaces - for the installation or relocation of each floor furnace, including vent	\$ 16.00	Each plus Permit Issuing Fee
Furnaces - for the installation or relocation of each suspended heater, recessed wall heater or floor mounted heater	\$ 16.00	Each plus Permit Issuing Fee
Incinerators - For the installation or relocation of each commercial or industrial type incinerator	\$ 16.00	Each plus Permit Issuing Fee
Boiler/Compressor - For the installation or relocation of each boiler or compressor over 3 horsepower (10.6 kW), to and including 15 horsepower (52.7 kW), or each absorption system over 100,000 BTU/H (29.3 KW) to and including 500,000 BTU/H (146.6 KW)	\$ 16.00	Each plus Permit Issuing Fee
Furnaces - Installation or relocation of each forced air or gravity type furnace or burner, including ducts and vents attached to such appliance, up to and including 100,000 BTU/H (29.3 KW)	\$ 16.00	Each plus Permit Issuing Fee
Sewer for Buildings and Trailer Parks	\$ 17.00	Each plus Permit Issuing Fee
Backflow Protective Device other than Atmospheric Type Vacuum Breakers (Over 2 inch (51mm) in diameter)	\$ 17.00	Each plus Permit Issuing Fee & Outside Costs
Apparatus Conduits & Conductors - For electrical apparatus, conduits and conductors for which a permit is required by for which no fee is here in set forth	\$ 18.00	Each plus Permit Issuing Fee
Grading Permit Fees - Plus for each additional 100 cubic yards or fraction thereof (Non-Refundable)	\$ 18.00	Plus Grading Plan Review Fees
Air Handlers - For Air-handling unit over 10,000 cfm (4179 L/s)	\$ 20.00	Each plus Permit Issuing Fee
Incinerators - For the installation or relocation of each domestic type incinerator	\$ 20.00	Each plus Permit Issuing Fee
Furnaces - Installation or relocation of each forced air or gravity type furnace or burner, including ducts and vents attached to such appliance, over 100,000 BTU/H (29.3 KW)	\$ 20.00	Each plus Permit Issuing Fee

Service		Fee
Power Apparatus - Rating in horsepower (HP), Kilowatts (kW), Kilovolt-amperes (kVA) or kilovolt-amperes-reactive (KVAR): Over 10 but not over 50 NOTES: 1. For equipment or appliances having more than one motor, transformer, heater, etc., the sum of the combined ratings may be used. 2. These fees include all switched, circuit breakers, contractors, thermostats, relays and other directly related control equipment.	\$ 23.00	Each plus Permit Issuing Fee
Grading Permit Fees - 50 cubic yards or less (Non-Refundable)	\$ 25.00	Plus Grading Plan Review Fees
Grading Plan Review Fees - 51 - 100 cubic yards	\$ 25.00	Or Actual Costs whichever is greater - Plus Permit Fees
Grading Plan Review Fees - Plus for each additional 10,000 yards or fraction thereof	\$ 26.00	Or Actual Costs whichever is greater - Plus Permit Fees
Wood burning stove permit (Non-Refundable)	\$ 26.00	Per Unit
Temporary Use Permit-Transportation Permit (Non-Refundable)	\$ 26.00	Per Event
Business License Processing Fee (Non-Refundable)	\$ 26.00	Each
Signs/Marquees - For signs, outline lighting systems or marquees supplied from on branch circuit	\$ 26.00	Each plus Permit Issuing Fee
Sewer for Cesspool (Where Permitted)	\$ 28.00	Each plus Permit Issuing Fee
Boiler/Compressor - For the installation or relocation of each boiler or compressor over 3 horsepower (10.6 KW), to and including 15 horsepower (52.7 KW), or each absorption system over 100,000 BTU/H (29.3 KW) to and including 500,000 BTU/H (146.6 KW)	\$ 30.00	Each plus Permit Issuing Fee
Home Occupation	\$ 32.00	Plus Outside Costs
Temporary Use Permit-Non Profit Group (Non-Refundable)	\$ 32.00	Per Event
Business License - Open Air Market Paid by Proprietor (Non-Refundable)	\$ 32.00	Per Vendor
Plumbing Permit Issuance (Non-Refundable)	\$ 32.00	Each

Service		Fee
Electrical Permit Fee (Non-Refundable)	\$ 32.00	Each plus Permit Issuing Fee
Carnivals/Circuses, or other traveling shows or exhibitions utilizing transportable type rides, booths, displays and attractions.	\$ 32.00	Each plus Permit Issuing Fee
Temporary Power Service - For a temporary service pole or pedestal including all pole or pedestal-mounted receptacle outlets and appurtenances	\$ 32.00	Each plus Permit Issuing Fee
Services - For signs, outline lighting systems or marquees supplied from on branch circuit,	\$ 32.00	Each plus Permit Issuing Fee
Signage Plan Review (Non-Refundable)	\$ 32.00	Each
Reclaimed Water System - Initial Installation and Testing	\$ 33.00	Each plus Permit Issuing Fee & Outside Costs
Reclaimed Water System for Annual Cross-Connection Testing	\$ 33.00	Each plus Permit Issuing Fee & Outside Costs
Plumbing Inspection Fee Outside of Normal Business Hours	\$ 33.00	Each
Plumbing Inspection Fee Outside of Normal Business Hours-Re-Inspection	\$ 33.00	Each
Plumbing Inspection Fee for Normal Hours	\$ 33.00	Each
Plumbing Inspection Fee - Re-Inspection for Normal Hours	\$ 33.00	Each
Plumbing Plan Review - Additional review required by changes, additions, or revisions to approved plans (minimum charge 1/2 hour)	\$ 33.00	Each 1/2 hour
Mechanical Permit Issuance Fee (Non-Refundable)	\$ 33.00	Each
Grading Permit Fees - Plus for each additional 10,000 cubic yards or fraction thereof (Non-Refundable)	\$ 39.00	Plus Grading Plan Review Fees
Grading Permit Fees - 101 – 1,000 cubic yards - for the first 100 cubic yards (Non-Refundable)	\$ 39.00	Plus Grading Plan Review Fees

Service		Fee
Grading Plan Review Fees - 101 – 1,000 cubic yards	\$ 39.00	Or Actual Costs whichever is greater - Plus Permit Fees
Boiler/Compressor - For the installation or relocation of each boiler or compressor over 15 horsepower (52.7KW), to and including 30 horsepower (105.5 KW), or each absorption system over 500,000 BTU/H (146.6 KW) to and including 1,000,000 BTU/H (293.1 KW)	\$ 41.00	Each plus Permit Issuing Fee
Sewer for Private Sewage Disposal Systems	\$ 44.00	Each plus Permit Issuing Fee
Gray Water System	\$ 44.00	Each plus Permit Issuing Fee & Outside Costs
Power Apparatus - Rating in horsepower (HP), Kilowatts (kW), Kilovolt-amperes (kVA) or kilovolt-amperes-reactive (KVAR): Over 50 but not over 100 NOTES: 1. For equipment or appliances having more than one motor, transformer, heater, etc., the sum of the combined ratings may be used. 2. These fees include all switched, circuit breakers, contractors, thermostats, relays and other directly related control equipment.	\$ 47.00	Each plus Permit Issuing Fee
Swimming Pools - For new private, in-ground swimming pools for single family and multifamily occupancies including a complete system of necessary branch circuit wiring, bonding, grounding, underwater lighting, water pumping and other similar electrical equipment directly related to the operation of a swimming pool, each pool	\$ 49.00	Each plus Permit Issuing Fee
Demolition Fees - Residential - Accessory Structure without foundation	\$ 50.00	Per Unit
Demolitions Fees - Commercial - Accessory Structure without foundation	\$ 50.00	Per Unit
Grading Plan Review Fees - 1,001 – 10,000 cubic yards	\$ 52.00	Or Actual Costs whichever is greater - Plus Permit Fees
Grading Plan Review Fees - 10,001 – 100,000 cubic yards for the first 10,000 cubic yards	\$ 52.00	Or Actual Costs whichever is greater - Plus Permit Fees

Service		Fee
Mechanical/Electrical Inspection Fee Outside of Normal Business Hours	\$ 52.00	Per Hour (Minimum 2 hours)
Mechanical/Electrical Inspection Fee Outside of Normal Business Hours- Re-Inspection	\$ 52.00	Per Hour (Minimum 2 hours)
Mechanical/Electrical Inspection Fee for Normal Hours	\$ 52.00	Per Hour (Minimum 1 1/2 hour)
Mechanical/Electrical Inspection Fee - Re-Inspection for Normal Hours	\$ 52.00	Per Hour (Minimum 1 1/2 hour)
Mechanical/Electrical Plan Review - Additional review required by changes, additions, or revisions to approved plans (minimum charge 1/2 hour)	\$ 52.00	Per Hour (Minimum 1/2 hour)
Temporary Use Permit-Fireworks Booth Permit (Non-Refundable)	\$ 53.00	Per Booth
Grading Inspection Fee Outside of Normal Business Hours	\$ 53.00	Per Hour (Minimum 2 hours)
Grading Inspection Fee Outside of Normal Business Hours- Re-Inspection	\$ 53.00	Per Hour (Minimum 2 hours)
Grading Inspection Fee for Normal Hours	\$ 53.00	Per Hour (Minimum 2 hours)
Grading Inspection Fee - Re-Inspection for Normal Hours	\$ 53.00	Per Hour (Minimum 2 hours)
Grading Plan Review Fees - Additional review required by changes, additions, or revisions to approved plans (minimum charge 1/2 hour)	\$ 53.00	Or Actual Costs whichever is greater - Plus Permit Fees
Piping - Medical Gas serving one to Five inlet(s)/outlet(s) for a specific gas	\$ 55.00	Each plus Permit Issuing Fee
Boiler/Compressor - For the installation or relocation of each boiler or compressor over 30 horsepower (105.5kW), to and including 50 horsepower (176 KW), or each absorption system over 1,000,000 BTU/H (293.1 KW) to and including 1,750,000 BTU/H (512.9 KW)	\$ 61.00	Each plus Permit Issuing Fee
EA for Home Occupation Permits (Non-Refundable)	\$ 63.00	Plus Outside Costs

Service		Fee
Energy Compliance The Building Department permits process for single family, multi-family, commercial and industrial plan check.	\$ 63.00	or 25% of Plan Check Fees, whichever is greater
Services - For services of 600 volts or less and over 200 amperes to 1,00 amperes,	\$ 63.00	Each plus Permit Issuing Fee
Business License - Open Air Market Paid by Proprietor (Non-Refundable)	\$ 69.00	Per Vendor
Grading Permit Fees - Plus for each additional 10,000 cubic yards or fraction thereof (Non-Refundable)	\$ 70.00	Plus Grading Plan Review Fees
Power Apparatus - Rating in horsepower (HP), Kilowatts (kW), Kilovolt-amperes (kVA) or kilovolt-amperes-reactive (KVAR): Over 100 NOTES: 1. For equipment or appliances having more than one motor, transformer, heater, etc., the sum of the combined ratings may be used. 2. These fees include all switched, circuit breakers, contractors, thermostats, relays and other directly related control equipment.	\$ 70.00	Each plus Permit Issuing Fee
Boiler/Compressor - For the installation or relocation of each boiler or compressor over 50 horsepower (176 KW), or each absorption system over 1,750,000 BTU/H(512.9 KW)	\$ 103.00	Each plus Permit Issuing Fee
Minor Deviations to Ordinance/Standards	\$ 105.00	Plus Outside Costs
Demolition Fees - Residential - Structural/Foundation	\$ 105.00	Per Unit
Temporary Use Permit-For Profit Groups (Non-Refundable)	\$ 105.00	Per Event
Abandon Properties Registration - Renewal (Non-Refundable)	\$ 105.00	Per Unit
EA - Categorical Exemption	\$ 125.00	Plus Outside Costs
Services - For service over 600 volts or over 1,000 amperes in rating	\$ 127.00	Each plus Permit Issuing Fee
Demolition Fees - Commercial - Structural/Foundation	\$ 149.00	Per Unit
Parcel Map Waiver	\$ 158.00	Plus Outside Costs

Service	Fee	
Abandoned Properties Registration - New (Non-Refundable)	\$ 158.00	Per Unit
Zoning Inquiry (Formal Letter)	\$ 185.00	Plus Outside Costs
Grading Permit Fees - 1,001 – 10,000 cubic yards for the first 1,000 cubic yards (Non-Refundable)	\$ 205.00	Plus Grading Plan Review Fees
Revision to Acreage Map	\$ 211.00	Plus Outside Costs
Final Parcel Map Revision	\$ 211.00	Plus Outside Costs
Grading Plan Review Fees - 100,001 – 200,000 cubic yards for the first 100,000 cubic yards	\$ 285.00	Or Actual Costs whichever is greater - Plus Permit Fees
Planning Fee Appeal Process	\$ 316.00	Plus Outside Costs
Appeal Decision of Planning Director	\$ 316.00	Plus Outside Costs
Grading Permit Fees - 10,001 – 100,000 cubic yards for the first 10,000 cubic yards (Non-Refundable)	\$ 343.00	Plus Grading Plan Review Fees
Lot Line Adjustment	\$ 369.00	Plus Outside Costs
Grading Plan Review Fees - 200,001 cubic yards or more for the first 200,000 cubic yards	\$ 424.00	Or Actual Costs whichever is greater - Plus Permit Fees
Zone Amendments	\$ 527.00	Plus Outside Costs
Classification of Permitted Uses	\$ 527.00	Plus Outside Costs
Site Plan Review Minor	\$ 527.00	Plus Outside Costs
Tentative Parcel Map	\$ 527.00	Plus Outside Costs
Variance	\$ 527.00	Plus Outside Costs
Zoning Text Amendment	\$ 527.00	Plus Outside Costs
Tentative Subdivision Map Revision	\$ 791.00	Plus Outside Costs
Modification/Revocation of Conditional Use Permit/Variance (Non-Refundable)	\$ 791.00	Plus Outside Costs
Grading Permit Fees - 100,001 cubic yards or more - for the first 100,000 cubic yards. (Non-Refundable)	\$ 970.00	Plus Grading Plan Review Fees
Site Plan Review Major	\$ 1,055.00	Plus Outside Costs
Final Parcel Map	\$ 1,055.00	Plus Outside Costs
Conditional Use Permits (Non-Refundable)	\$ 1,108.00	Plus Outside Costs
EA - Negative Declaration	\$ 1,371.00	Plus Outside Costs
EIR Processing & Review	\$ 1,371.00	Plus Outside Costs
General Plan Amendment	\$ 1,582.00	Plus Outside Costs
Tentative Subdivision Map	\$ 1,582.00	Plus Outside Costs
Annexation Processing	\$ 2,637.00	Plus Outside Costs

Service	Fee	
Electrical Permit Issuance Fee (Non-Refundable)	\$ 33.00	Each
Grading Permit Fees - Additional Work the fee for a grading permit authorizing additional work to that under a valid permit shall be the difference between the fee paid for the original permit and the fee shown for the entire project. ² Or the total hourly cost, whichever is the greatest. (Non-Refundable)	\$ -	This cost shall include supervision, overhead, equipment, hourly wages and benefits of the employees involved.
Finance		
Swimming Pool Permit - Drainage (Non Refundable)	\$ 1.61	Per 1,000 Gallons
Built In Spa Permit - Drainage (Non-Refundable)	\$ 1.61	Per 1,000 Gallons
Garage Sale Permit (First Three are free) Only 6 allowed per year (Non-Refundable)	\$ 16.00	Each
Release of Lien (Non-Refundable)	\$ 40.00	Plus County Filing Fees
Commercial Solid Waste Containers Locking Lid Fee	\$ 5.27	Each
Utilities		
New Utility Account Activation Fee	\$ 16.00	Each
Delinquent water on/off	\$ 30.00	Each Way
Water Turn-on/off	\$ 30.00	Each Way
Non-Sufficient Funds Check	\$ 30.00	Each
Fire Hydrant Meter (construction water) Delivery of Meter	\$ 37.00	Each Plus Deposit Fee
Water valve, cut or damaged lock	\$ 37.00	Plus Actual Costs
Water valve, cut or damaged tangs	\$ 37.00	Plus Actual Costs
Idle Fire Hydrant Meter per month	\$ 42.00	per Month
Remove Fire Hydrant Meter	\$ 42.00	Each
Relocate Fire Hydrant Meter (Construction water)	\$ 42.00	Each Time Moved
Hydrant Meter Off Peak	\$ 50.00	Per Month
Water standby fee	\$ 72.00	Each
Hydrant Meter Peak	\$ 80.00	Per Month
Water Reconnection Fee (on building vacant 1 yr or more)	\$ 105.00	Each
Fire Hydrant Meter Deposit	\$ 844.00	Refundable Deposit

Service	Fee	
Volume Rate for Construction Water (\$/100cf)	\$ -	See Water Rate Study
Fire Department		
Fire False Alarm (1 st , 2 nd & 3 rd response)	\$ -	No Fee
Fire Reports	\$ 11.00	Each
Firefighter, Fire Engineer	\$ 18.00	Each
Fire Captain	\$ 22.00	Each
Fire Inspection (initial) (Business License & Other)	\$ 63.00	Each
Fire Inspection (3rd and Subsequent re-inspection)(Business Licenses & Other)	\$ 105.00	Each
Fire Engine Standby	\$ 132.00	Each
Fire False Alarm (4 th + each additional in a one-year period)	\$ 164.00	Each
Parks & Recreation		
Sports Field Rental for Authorized Sports League	\$ -	Per Approved Agreement
Sports Field Lights for Authorized Sports League	\$ -	Per Approved Agreement
Sports Field Lights - Authorized Sports League	\$ -	Refundable Deposit
Event Vendor Booth	\$ 0.30	Each
Sports Field Rental - Non-Profit Organization (Minimum 2 Hours)	\$ 8.00	Per Hour - Per Field
Sports Field Lights - Non-Profit Organization Computerized	\$ 8.00	Per Hour - Per Field
Sports Field Lights - Private for Profit On Site Management	\$ 8.00	Per Hour Plus On Site Staff
Civic Center Public Meeting/Training Room Rental-Administrative Processing Fee (Non-Refundable)	\$ 10.00	Each
Civic Center Council Chambers Room Rental-Administrative Processing Fee (Non-Refundable)	\$ 10.00	Each
Event Vendor Booth Electricity	\$ 10.00	Each
Sports Field Rental- Private for Profit (Minimum 2 Hours)	\$ 10.00	Per Hour - Per Field
Sports Field Lights - Private for Profit Computerized	\$ 10.00	Per Hour - Per Field

Service	Fee	
Sports Field Lights - Non-Profit Organization On Site Management	\$ 10.00	Per Hour Plus On Site Staff
Picnic Pavilion Rental - Administrative Processing Fee (non-refundable)	\$ 10.00	Each
Civic Center Public Meeting/Training Room Rental - Community Service (1 to 5 Hours)	\$ 15.00	Per Hour
Civic Center Council Chambers Room Rental - Community Service (1 to 5 Hours)	\$ 15.00	Per Hour
Picnic Pavilion Rental - Electricity Fee Up to 5 Hours	\$ 15.00	Half Day Rental
Picnic Pavilion Rental - Apparatus Fee (Bounce Houses, etc. (Non-Refundable) Liability Insurance for one (1) million dollars coverage must be provided listing the "City of Chowchilla" as additional insured)	\$ 21.00	Each
Civic Center Public Meeting/Training Room Rental - Non-Profit Organization (1 to 5 Hours)	\$ 25.00	Per Hour
Civic Center Council Chambers Room Rental - Private for Profit (1 to 5 Hours)	\$ 25.00	Per Hour
Sports Field Lights - On Site Staff (Minimum 2 Hours)	\$ 25.00	Per Hour
Picnic Pavilion Rental - Electricity Fee 5 or more Hours	\$ 30.00	Full Day Rental
Civic Center Public Meeting/Training Room Rental - Private for Profit Organization (1 to 5 Hours)	\$ 35.00	Per Hour
Picnic Pavilion Rental - Rental Fee up to 5 Hours	\$ 40.00	Half Day Rental
Picnic Pavilion Rental - Rental Fee 5 or more Hours	\$ 55.00	Full Day Rental
Civic Center Public Meeting/Training Room Rental - Community Service	\$ 105.00	Maximum per Day
Civic Center Council Chambers Room Rental - Community Service	\$ 105.00	Maximum per Day
Civic Center Public Meeting/Training Room Rental - Non-Profit Organization	\$ 175.00	Maximum per Day

Service	Fee	
Civic Center Council Chambers Room Rental - Private for Profit	\$ 175.00	Maximum per Day
Civic Center Public Meeting/Training Room Rental - Private for Profit Organization	\$ 245.00	Maximum per Day
Civic Center Public Meeting/Training Room Rental Deposit	\$ 250.00	Refundable Deposit
Civic Center Council Chambers Room Rental - Deposit	\$ 250.00	Refundable Deposit
Police Department		
Booking Fees Mileage Reimbursement	\$ -	IRS Mileage Rate
Copy of CAD Call	\$ 0.11	Each
Bicycle License (Non-Refundable)	\$ 1.05	Each
Berenda Reservoir Donation	\$ 1.05	Each
Photographic Image Fee-Per Picture	\$ 1.05	Each
Trap Delinquent Fee Per Day	\$ 1.05	Per Day
Misc. Copies (Citations/Civil)	\$ 2.11	Each
Cat Trap Rental	\$ 2.11	Per Day
Regular Small Animal Trap Rental Fee	\$ 2.11	Per Day
Animal License – 1 Year (altered – senior rate*) (Non-Refundable)	\$ 4.75	Each
Dog Tags - Replacement Fee	\$ 5.27	Each
Quadracycle Annual Operator License Fee (Non-Refundable)	\$ 6.33	Each
Animal License – 1 Year (altered) (Non-Refundable)	\$ 9.49	Each
Animal License – 1 Year (unaltered – senior rate*) (Non-Refundable)	\$ 9.49	Each
Citation Sign-Off (Non C.P.D.)	\$ 11.00	Each
Fingerprints +DOJ	\$ 11.00	Each Plus DOJ Fees
Police Report	\$ 11.00	Each
Quarantined Animal Board Per Day	\$ 11.00	Each Day Plus Actual Costs
Alcohol Beverage Permit, Non-Profit (Non-Refundable)	\$ 13.00	Each
Quadracycle Registration Permit (3 Yr) (Non-Refundable)	\$ 13.00	Each
Small Animal Board Per day	\$ 13.00	Per Day

Service	Fee	
Archived Police Report	\$ 16.00	Each
Quadracycle Reg/License Fee (Non-Refundable)	\$ 16.00	Each
Repossessed Vehicle Fee	\$ 16.00	Each
Large Animal Board - Per Day	\$ 16.00	Per Day
Spay & Neuter Administrative Fee	\$ 16.00	Plus Actual Costs
Animal License – 1 Year (unaltered) (Non-Refundable)	\$ 19.00	Each
Delinquent Animal License (Non-Refundable)	\$ 21.00	Each
Alcohol Beverage Permit (Non-Refundable)	\$ 26.00	Each
First Offender Registration	\$ 26.00	Each
Traffic Collision Report Fee	\$ 26.00	Each
Pickup Owned Dead Animal - Private Property	\$ 32.00	Plus Actual Costs
Animal Disposal	\$ 32.00	Plus Actual Costs
Animal Home Quarantine Fee - Vaccinated	\$ 32.00	Plus Actual Costs
Local Criminal History Check	\$ 37.00	Each
Civil Penalty Fee Unaltered Dogs & Cats	\$ 37.00	Plus Actual Costs
Civil Document Service	\$ 38.00	Each
Small Animal Impoundment Fee	\$ 42.00	Plus Actual Costs
Rotation Tow Service Fee (Annual)	\$ 53.00	Each
Tranquilizing Owned Animal & Vet bill	\$ 53.00	Plus Actual Costs
Civil Penalty Fee Unaltered 2nd Offense	\$ 53.00	Plus Actual Costs
Alarm Response	\$ 58.00	Each
Curfew Violation Reimbursement 1st Offense	\$ 63.00	Each
Owner Release of Animal	\$ 65.00	Each
Owner Release of Animal to Shelter - County	\$ 70.00	Each
Small Animal Impoundment Fee - 2nd Offense	\$ 74.00	Plus Actual Costs
Kennel Permit (1-10 Animal) (Non-Refundable)	\$ 79.00	Each
Cat Trap Deposit	\$ 79.00	Each

Service		Fee
Regular Small Animal Trap Rental Deposit	\$ 79.00	Each
Booking Fees Reimbursement	\$ 83.00	Each
Small Animal Impoundment Fee - 3rd Offense	\$ 105.00	Plus Actual Costs
Kennel Permit (1-20 Animal) (Non-Refundable)	\$ 105.00	Each
Civil Penalty Fee Unaltered 3rd Offense	\$ 105.00	Plus Actual Costs
Wild Animal Permit (Non-Refundable)	\$ 105.00	Plus Actual Costs
Vehicle Release	\$ 125.00	Each
Kennel Permit (21+ Animal) (Non-Refundable)	\$ 132.00	Each
Civil Subpoenas Police Employee	\$ 158.00	Each
Non Vaccinated Bite Penalty Fee	\$ 158.00	Plus Actual Costs
Dangerous Animal Permit Fee (Non-Refundable)	\$ 158.00	Plus Actual Costs
Public Works		
Illegal Dumping	\$ -	Administrative Fee Plus Actual Costs
Excavations Inspections Fee Special Major & Each Re-Inspection	\$ -	Actual Costs Plus Permit Fee
Inspections for any structure not listed or requiring work more than 20 days & Each Re-Inspection	\$ -	Actual Costs Plus Permit Fees
Storage of Materials in Right of Way Inspections (More than 2 days) & Each Re-Inspection	\$ -	Each Plus Permit Fee and Actual Costs
Contractor Services & Equipment	\$ -	Administrative Fee Plus Actual Costs
Neighborhood Crime Watch Signs & Replacement Plus City "C" Type Pole	\$ -	Administrative Fee Plus Actual Costs
Sidewalk Inspection - Over 300 SQ Feet Additional & Each Re-Inspection	\$ 2.20	Each Square Foot Plus Application Fee and Basic Inspection Fee
Roadway - Sidewalks	\$ 2.75	Per Square Foot
Roadway - Paving (residential street)	\$ 3.00	Per Square Foot

Service	Fee	
Underground or Overhead Utilities - On-site Grading	\$ 3.00	Per Cubic Yard
Public Works Fee - Irrigation & Landscaping	\$ 3.00	Per Square Foot
Roadway - Driveways	\$ 3.25	Per Square Foot
Roadway-Paving (thoroughfare)	\$ 4.50	Per Square Foot
Underground or Overhead Utilities - Underground Conduit	\$ 5.25	Per Linear Foot
Temporary Barricades/Stop Signs	\$ 6.00	Per Sign
Curb & Gutter Inspection Fee over 60LF Additional & Each Re-Inspection	\$ 9.77	Each Linear Foot Plus Application Fee & Basic Inspection Fee
Underground or Overhead Utilities - Import/Off Hall Grading	\$ 10.00	Per Cubic Yard
Storm Drainage - (17) 6' Chain Link Fence	\$ 10.00	Per Linear Foot
Driveway Inspections- Over 60 SQ Fee Additional & Each Re-Inspection	\$ 10.00	Each Square Foot Plus Application Fee and Basic Inspection Fee
Roadway - 8" Curb and Gutter	\$ 11.00	Per Linear Foot
Roadway - 6" Curb and Gutter	\$ 13.00	Per Linear Foot
Roadway - Valley Gutter	\$ 13.00	Per Linear Foot
Electroliers Inspection Fee Over Three Poles & Each Re-Inspection	\$ 15.00	Each Pole
Underground or Overhead Utilities - 12" AC Trench Fill	\$ 16.00	Per Linear Foot
Underground or Overhead Utilities - Utility Trenching	\$ 20.00	Per Linear Foot
Sanitary Sewers - 4"	\$ 25.00	Per Linear Foot
Water System - Water Service 6"	\$ 25.00	Per Linear Foot
Transportation Permit (Fees Set by State)	\$ 25.00	Each
Roadway - Barricades	\$ 30.00	Per Linear Foot
Storm Drainage - 12" R.C.P.	\$ 30.00	Per Linear Foot
Sanitary Sewers - 6"	\$ 30.00	Per Linear Foot
Storm Drainage - 15" R.C.P.	\$ 35.00	Per Linear Foot
Sanitary Sewers - 8"	\$ 35.00	Per Linear Foot
Storm Drainage - 18" R.C.P.	\$ 40.00	Per Linear Foot
Sanitary Sewers - 10"	\$ 40.00	Per Linear Foot
Water System - Water Service 8"	\$ 40.00	Per Linear Foot

Service	Fee	
Temporary Barricades/Stop Signs (Stolen, Damaged or Lost)	\$ 40.00	Per Sign
Street Closure for Special Event	\$ 44.00	Per Hour Per Block
Storm Drainage - 21" R.C.P.	\$ 45.00	Per Linear Foot
Sanitary Sewers - 12"	\$ 45.00	Per Linear Foot
Electroliers Inspection Fee Up to 3 Poles & Each Re-Inspection	\$ 45.00	First Three Poles
Storm Drainage - 24" R.C.P.	\$ 50.00	Per Linear Foot
Curb Painting of House Numbers	\$ 50.00	Each Address
Storm Drainage - 27" R.C.P.	\$ 55.00	Per Linear Foot
Sanitary Sewers - 15"	\$ 55.00	Per Linear Foot
Water System - Water Service 12"	\$ 55.00	Per Linear Foot
Masonry Wall 6'	\$ 56.00	Per Linear Foot
Storm Drainage - 30" R.C.P.	\$ 60.00	Per Linear Foot
Masonry Wall 8'	\$ 61.00	Per Linear Foot
Storm Drainage - 33" R.C.P.	\$ 65.00	Per Linear Foot
Masonry Wall 10'	\$ 72.00	Per Linear Foot
Underground or Overhead Utilities - Wheelchair Ramp	\$ 75.00	Each
Storm Drainage - (10) 39" R.C.P.	\$ 75.00	Per Linear Foot
Storm Drainage - (11) 42" R.C.P.	\$ 80.00	Per Linear Foot
Storm Drainage - (12) 48" R.C.P.	\$ 85.00	Per Linear Foot
Transportation Permit (Annual per Vehicle)	\$ 90.00	Per Vehicle Per Year
Roadway - Private Monument	\$ 100.00	Each
Underground or Overhead Utilities - Minor Streets	\$ 100.00	Per Linear Foot
Storm Drainage - (13) 54" R.C.P.	\$ 100.00	Per Linear Foot
Water System - 6" Street Pipe	\$ 100.00	Per Linear Foot
Storm Drainage - (14) 60" R.C.P.	\$ 110.00	Per Linear Foot
Roadway - Street Signs	\$ 150.00	Each
Encroachment Permit Application Fee for Curb, Gutter, Sidewalk and/or Driveway (Non-Refundable)	\$ 150.00	Each
Paving Application Fee (Non-Refundable)	\$ 150.00	Each
Excavations Permit Fee (Non-Refundable) Excavations Including transverse and longitudinal trenches and other street excavation work including surface restorations	\$ 150.00	Each

Service		Fee
Public Works fee for Miscellaneous Structures Application Fee (Non-Refundable) to include Manholes, storm water inlets, storm water outlets, electroliers and underground vaults	\$ 150.00	Each
Storage of Materials in Right of Way Permit Fee (Non-Refundable)	\$ 150.00	Each
Electroliers Application Fee (Non-Refundable)	\$ 150.00	Each
Dumpster/Drop Storage Application Fee (Non-Refundable)	\$ 150.00	Each
Well Installation and/or Abandonment Application Fee (Non-Refundable)	\$ 150.00	Each
Access Over Public Right-of-Way Permit (Non-Refundable)	\$ 150.00	Each
Access Over Public Right-of-Way Inspection & Re-Inspection	\$ 159.00	Each Plus Permit Fee
Underground or Overhead Utilities - Major Streets	\$ 200.00	Per Linear Foot
Call Out Charge (For making emergency repairs, cleanup of streets, barricading hazardous individual labor conditions resulting from construction, rates and materials farming or other activities. (Not related to City Systems Failure)	\$ 200.00	Each Call Out Plus Actual Costs
Street Closure Inspection after Event & Each Re-Inspection	\$ 240.00	Each Block Plus Application Fee and Hourly Rate
Storage of Materials in Right of Way Inspections (2 days or less) & Each Re-Inspection	\$ 248.00	Each Plus Permit Fee
Street Closure for Special Event Application Fee (Non-Refundable)	\$ 262.00	Each Block Closed
Dumpster/Drop Storage Street Inspection Fee & Each Re-Inspection	\$ 274.00	Each Plus Application Fee
Roadway - Public Monument	\$ 300.00	Each
Inspection fee for Small Structures Pull Boxes, Vaults, Poles, etc & Each Re-Inspection	\$ 320.00	Each
Sidewalk Inspections - up to 300 SQ Feet & Each Re-Inspection	\$ 440.00	Each Plus Application Fee

Service	Fee	
Curb & Gutter Inspection Fee up to 60LF & Each Re-Inspection	\$ 493.00	Each Plus Application Fee
Storm Drainage Permit	\$ 500.00	Per Linear Foot
Excavations Inspections Fee Minor Permit (up to 20 SF) & Each Re-Inspection	\$ 507.00	Each Plus Permit Fee
Driveway Inspections - up to 60 SQ Feet & Each Re-Inspection	\$ 575.00	Each Plus Application Fee
Water System - Air Relief Valve	\$ 600.00	Each
Sanitary Sewers - Sanitary Risers	\$ 700.00	Each
Storm Drainage - (19) Field Inlets	\$ 800.00	Each
Water System - Blow-Off Valve	\$ 800.00	Each
Well Installation and/or Abandonment Inspection & Each Re-Inspection	\$ 801.00	Each Plus Application Fee
Paving Inspection Fee & Each Re-Inspection	\$ 857.00	Each
Inspection Fee for Manhole, street light, fire hydrant, electoliers & Each Re-Inspection	\$ 890.00	Each
Excavations Inspections Fee Minor Permit (over 20 SF) & Each Re-Inspection	\$ 1,080.00	Each Plus Permit Fee
Storm Drainage - (16) Curb Inlet	\$ 1,500.00	Each
Sanitary Sewers - Sewer Laterals	\$ 1,700.00	Each
Water System - Water Service 1" w/Meter	\$ 1,700.00	Each
Roadway -Electroliers	\$ 1,900.00	Each
Storm Drainage - (15) 48" Manholes	\$ 2,200.00	Each
Sanitary Sewers - Sanitary Manholes	\$ 2,200.00	Each
Roadway - Fire Hydrant	\$ 2,500.00	Each
Storm Drainage - (18) > 48" Manholes	\$ 5,000.00	Each
Transit		
Fare-1 Way- Zone 1	\$ 1.50	Each
Fare-1 Way- Zone 2	\$ 2.00	Each
Fare-1 Way- Women's Prison	\$ 2.00	Each
Pass- 5 Rides- General Public	\$ 7.50	Each
Pass- 10 Rides- Senior	\$ 12.00	Each
Pass- 10 Rides- ADA	\$ 12.00	Each
Pass- 10 Rides- General Public	\$ 15.00	Each
Pass- 20 Rides- Senior	\$ 24.00	Each

Service	Fee	
Pass- 20 Rides- ADA	\$ 24.00	Each
Pass- 20 Rides- Student	\$ 27.00	Each

*Senior Rate applies to persons 65 years or older.

- The provisions of this resolution are severable, and the validity of any part thereof including any fee shall not affect the validity or effectiveness of the remainder of the resolution.

PASSED AND ADOPTED by City Council of the City of Chowchilla this 28th day of April 2015 by the following vote to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

John Chavez, Mayor

ATTEST:

Joann McClendon
Deputy City Clerk



REPORT TO THE CITY COUNCIL

Council Meeting of April 28, 2015

Agenda Section:	<u>New Business</u>
SUBJECT:	Authorizing a Request for Proposal to Secure Residential, Commercial and Industrial Structures
Prepared By:	<u>Harry Turner, Fire Chief</u>
Approved By:	<u>Carolyn Lehr, Interim City Administrator</u>

RECOMMENDATION

Authorize community development staff to solicit proposals from local contractors to provide board up services for a period of three years.

HISTORY / BACKGROUND

In February of 2012 Council approved a 6 month pilot program to create a rotation list of contractors for call out to secure buildings that may be a health and safety hazard. Though this program did work, staff found it laborious to manage due to unusual circumstances that typically arise from properties whose owners do not have the immediate resources to secure the properties and absentee property owners. City staff also found it difficult to manage this rotation list. Some of the contractors on the list were rarely available when called; others were used numerous times in a row due to non-response by other contractors which also resulted in some contractors complaining a particular contractor was getting favoritism when this was actually a result of availability when called.

Since this pilot program has expired code enforcement staff is again relying solely on public works staff to secure these unsafe properties. This process is again causing extra workload on our understaffed public works department and they sometimes cannot break away from their current projects to accomplish these board ups in a reasonable time.

Code enforcement staff, as well as the police department, frequently comes across properties that are vacant and unsecure which create a health and safety concerns for the citizens of Chowchilla. In the past we have relied on our public works staff to secure these types of properties with the intent of billing the property owners for costs incurred. Due to short staffing most of the needed info never makes it to the finance department for billing or follow up and when it does it normally does not include all City costs incurred such as material used, vehicles used, man hours with weighted costs, etc.

Community development staff had found when using a private contractor they are normally very good about providing detailed billing which is then very easy to track and forward those costs for billing and collection.

SITUATION / ANALYSIS:

Chowchilla Community development staff recently met with code enforcement staff from the City of Visalia to review their practices as they have been very successful in abatement and cost recovery for those abatements. When asked specifically about boarding up and securing private properties they shared their experiences. They are currently using a single contractor that is under contract for a three year period. This method requires very little monitoring and management since they are working with a single contractor. Visalia has found their costs have

actually decreased with this method and they have developed a good working relationship with their single contractor versus working with a rotation list. Their code enforcement staff still provides oversight of the work performed and quality of work performed and monitors that reasonable costs are billed to the City.

City staff is proposing to solicit proposals from local contractors to provide these type services for a period of three years. We would also select a backup to the primary contractor to respond in the event the primary contractor is unavailable. Staff will then evaluate the proposals and bring these proposals back to Council for award of a three year agreement with the City.

FINANCIAL ANALYSIS

No additional budget impact at this time. Will require minimal staff time only to develop scope of work, distribute scope of work to local contractors and review submitted proposals.

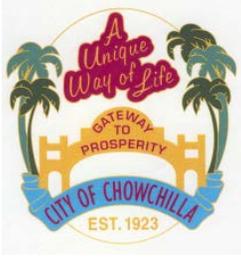
ATTACHMENTS

2012 Staff Report

2012 Resolution

2012 Information Sheet

Resolution



REPORT TO THE CITY COUNCIL

Council Meeting of February 28, 2012

Agenda Section:	Consent
SUBJECT:	Consideration of a Six Month Pilot Program Establishing a Rotational Listing of Eligible Contractors to Secure Residential, Commercial and Industrial Structures
Prepared By:	<u>Kevin Fabino, Director</u> <u>Community and Economic Development Department</u>
City Administrator Approval:	_____

RECOMMENDATION:

Authorize staff to initiate a six month pilot program to establish a list of eligible contractors who, on a rotational basis, will secure in the interest of the publics' general welfare and safety, residential, commercial and industrial structures.

HISTORY / BACKGROUND:

Chowchilla Municipal Code Section 8.02.020 Residential property-Unlawful nuisance requires property to be maintained in such a manner that is not injurious to the public health, or is indecent or endangers public safety.

The Community and Economic Development Department regularly engages in Code Enforcement activities which address these types of nuisances, which are throughout our community. Historically, when a building was unsecured and presented such a nuisance the Public Works Department was called upon to board-up the building. Often times the labor and material costs were simply absorbed by the various Department.

SITUATION / ANALYSIS:

Code Enforcement efforts periodically identify residential, commercial and industrial structures that need to be secured in the interest of the publics' general welfare and safety. Within the last month we have identified and completed boarding-up of four residential structures. We have identified four more structures which pending the response from the owner/beneficiary/trustee may also require immediate City action to abate the nuisance. We also believe that there are another ten to fifteen structures in a similar condition within the community. Thereafter, we anticipate one-to-two structures a month may need this type of abatement.

When we identify a structure which poses a public nuisance, we immediately contact the owner/beneficiary/trustee and request immediate abatement. We have been asked by the owner/beneficiary/trustee on more than one occasion if we have a listing of approved contractors to perform the work. If such a list were available the owner/beneficiary/trustee could act

immediately, as opposed to having to identify contractors, collect bids and award the work. If the owner/beneficiary/trustee can not cause the work to be done in a timely manner the City must immediately act to abate the nuisance. The abatement is then dependent upon the availability of the City's work force, incurring material costs, and indirect costs.

To provide the best service to the owner/beneficiary/trustee, minimize City impacts, hold the land owner/beneficiary/trustee accountable we have developed a six-month pilot program. This pilot program would establish an ongoing list of eligible contractors who, on a rotational basis, will secure residential, commercial and industrial structures. This will put less of a strain on the existing City workforce. It will also provide for more accurate cost accounting and recovery related to abating the nuisance. The City will now be in a better position to lien properties for which we can recover costs.

It should also be noted that during the development of this proposal several local contractors were consulted and they provided valuable comments that are incorporated into this proposal. These contractors were instrumental in putting together this public/private partnership.

FINANCIAL IMPACT:

This program is designed to recover administrative and actual costs incurred by the activity. Services rendered will be revenue/expenditure neutral based upon the actual cost being passed onto the land owner. To ensure neutrality staff will seek payment through billings and collections. Should a situation warrant the filing of a lien the process spelled out in Municipal Code Section 1.10, will be followed. Staff will also be proposing to amend the Department's budget to reflect the proposed increase in expenditures and anticipated revenues.

To date we have incurred an average cost of XXXX per residential structure. Of the four completed board-ups we have recovered all but XXX, which is associated with one remaining structure.

We anticipate that of the four pending structures the City could incur an estimated cost of XXXX and recover approximately 80% of costs within the next 60 days.

We also believe that as additional structures are identified over the next several months the anticipated incurred expenses will not exceed XXXXXXXXX, with anticipated revenues of XXXXX.

Staff is recommending that this program be reviewed for its effectiveness at the end of six months after initiation.

SUPPLEMENTS ATTACHED:

- ✧ Resolution # _____, Establishing a Rotational Listing of Eligible Contractors to Secure Residential, Commercial and Industrial Structures
- ✧ Public Notice

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHOWCHILLA CREATING A SIX MONTH PILOT PROGRAM TO ESTABLISH A ROTATIONAL LISTING OF ELIGIBLE CONTRACTORS TO SECURE RESIDENTIAL, COMERCIAL AND INDUSTRIAL STRUCUTRES

WHEREAS, the Chowchilla Municipal Code Section 8.02.020 Residential property-Unlawful nuisance requires property to be maintained in such a manner that is not injurious to the public health, or is indecent or endangers public safety; and

WHERAS, the Community and Economic Development Department is responsible for city-wide abatement of public nuisances, as quick as possible; and

WHEREAS, the City has limited resources to response, therefore has worked with the local private sector the develop a six month pilot program of mutual benefit; and

WHEREAS, the Council conducted a public hearing to review this proposal and considered the Community and Economic Development Department Director's report recommending approval; and,

WHEREAS, the Council invited public testimony.

NOW, THEREFORE BE IT RESOLVED that the City Council of the City of Chowchilla using its independent judgment has determined the following:

1. Directs Staff to issue a Public Notice announcing the Council's interest in establishing an eligibility list of contractors.
2. Directs staff to accept Letters of Interest, and place eligible contractors on the eligible contractors listing.
3. Directs staff to contact contractors on a rotational basis, when a residential, commercial or industrial structure needs to be secures.
4. The effectiveness of this program should be reviewed by the City Council at the end of six months after initiation.

PASSED AND ADOPTED BY THE City Council of the City of Chowchilla on the 28th day of February 2012 by the following vote.

AYES:	COUNCIL MEMBERS
NOES:	COUNCIL MEMBERS
ABSENT:	COUNCIL MEMBERS
ABSTENTIONS:	COUNCIL MEMBERS

Mayor

ATTEST

Cindy Black, Chief Deputy City Clerk

**CITY OF CHOWCHILLA
COMMUNITY AND ECONOMIC DEVELOPMENT DEPARTMENT**

NOTICE IS HEREBY GIVEN THAT the City of Chowchilla, through our Code Enforcement program periodically identifies residential, commercial and industrial structures that need to be secured in the interest of the public's general welfare and safety. Interested parties that meet the eligibility criterion and minimum performance standards listed below are encouraged to submit a letter of interest to the City of Chowchilla, Community and Economic Development Department. When an interested party/contractor satisfies all of the eligibility criteria, the City will place the name of that contractor on the eligibility list. The order of names appearing on the list will be based upon the date the City determines all eligibility criteria have been satisfied.

As the City identifies an immediate need for said service the City will contact eligible contractors on a rotational basis and make a request for service. The contractor at his/her own discretion may accept or deny the request. If the contractor accepts the request for service, additional site specific information will be provided with an expectation the work will commence and be completed in accordance with the standards listed below. If the contractor declines the offer, the next contractor appearing on the eligibility list will be contacted. This is an ongoing program.

Eligibility Criteria:

1. A Letter of Interest should contain a statement of interest, description of qualification, day/night contact information and submitted to:

Community and Economic Development Department
City of Chowchilla
130 S. Second Street
Chowchilla, CA 936110
2. Contractor must have on file with the City a current City of Chowchilla Business License, issued by the City of Chowchilla.
3. Contractor must have on file with the City evidence of a contractor's license, issued by the State of California. At a minimum the Contractor shall have a current Class B license, or a Class C license with the specialty related to carpentry.
4. Contractor shall have on file with the City a general liability insurance policy which names the City as additionally insured in the amount of 1,000,000.
5. It will be the sole responsibility of each contractor to maintain current license and insurance policy on file with the City. A lapse in licensure or insurance policy may cause the contractor's name to be removed temporarily or permanently from the eligibility list.
6. The City reserves the right to periodically review and determine eligibility and performance standards. The City shall provide written notice of any changes in criteria or standards.

Performance Criteria:

1. The contractor at his/her own discretion may accept or deny any request for service.
2. Contractor must be ready to perform work in a timely manner. It is preferred that all work commence within 48 hours of acceptance of such work.

3. In accordance with building industry standards the Contractor should be prepared to complete all work within a reasonable amount of time. It is the City's preference that all be completed within two (2) working days.
4. Contractor shall immediately contact the Director or Building Inspector of any extraordinary situation (e.g. second story piercing, basement windows, sky lights) needing immediately attention over and above the authorized scope of work.

The City at its sole discretion will determine the scope of any additional work and provide authorization to perform such work.

5. All first floor exterior wall piercing (e.g. doors, windows, vent opening) shall be completely covered, with no visible openings.

Covering material minimum standard shall be, 7/16" OSB, and secured with square-headed #10 X 2 1/2" inch screws. A square headed #14 X 3" inch screw is also acceptable.

6. Upon completion of authorized work the contractor will immediately call the Building Inspector for a final inspection.
7. Contractor may submit for payment of service to:

Community and Economic Development Department
City of Chowchilla
130 S. Second Street
Chowchilla, CA 936110

8. A final payment request should include number and type of piercing, with unit costs, material costs, hourly rates for journeyman and helpers and not exceed 10-20% overhead and profit. Payment request which do not contain this information will be returned to the Contractor, without payment.
9. Contractor must submit one payment request for each authorized request for service. The City will not accept a single payment request for multiple sites.

ANY INTERESTED PERSON may comment, seek further clarification or additional information through the Community and Economic Development Department, Civic Center Plaza, 130 South Second Street, Chowchilla, California 93610. Please contact Community and Economic Development Department at (559) 665-8615, for information.

COUNCIL RESOLUTION # -15

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHOWCHILLA
AUTHORIZING STAFF TO SOLICIT PROPOSALS FOR SECURING RESIDENTIAL,
COMMERCIAL AND INDUSTRIAL STRUCTURES AND PROPERTY**

WHEREAS, the Chowchilla Municipal Code Section 8.02.020 Residential property & 8.03.020 Non-Residential Property-Unlawful nuisance requires property to be maintained in such a manner that is not injurious to the public health, or is indecent or endangers public safety; and

WHEREAS, the Community and Economic Development Department is responsible for city-wide abatement of public nuisances, as quick as possible; and

WHEREAS, the City has limited resources to facilitate securing residential and non-residential properties; and

WHEREAS, the City has previously approved a pilot program for securing properties VIA a rotation list of local contractors; and,

WHEREAS, the previous program was approved for a 6 month period; and,

WHEREAS, City staff has visited the City of Visalia due to their success in recovery of costs associated with securing of properties and using a primary contractor for a period of three years.

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 and correct.
2. Authorizes staff to solicit proposals from local licensed contractors for the purpose of securing un-secured properties for a period of three years.
3. Authorizes staff to review and evaluate those proposals received.
4. Directs staff bring back to Council for consideration a proposal that will allow the use of a private contractor to secure unsecured properties when those properties pose a health and safety risk to the City and its citizens and will run for a period of three years.

* * * * *

PASSED AND ADOPTED by City Council of the City of Chowchilla this 28th day of April 2015 by the following vote to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

John Chavez, Mayor

ATTEST:

Joann McClendon
Deputy City Clerk



REPORT TO THE CITY COUNCIL

Council Meeting of April 28, 2015

Agenda Section:	<u>New Business</u>
SUBJECT:	Approval to Submit CalOES Transit Project and Authorizing City Designee(s)
Prepared By:	<u>Ellen Moy, Transportation Planner</u>
Authorized By:	<u>Nanci C. O. Lima, City Clerk</u>
Approved By:	<u>Carolyn Lehr, City Administrator</u>

RECOMMENDATION:

Staff recommends that Council approve the CalOES resolution and submittal of support documents for the FY14-15 CalOES application for \$9,115. There is no impact on the City's General Fund.

HISTORY / BACKGROUND:

The Highway Safety, Traffic Reduction, Air Quality and Port Security Bond Act of 2006, approved by voters as Proposition 1B in the November 7, 2006 general election, authorizes the issuance \$600 million for Transit System Safety, Security and Disaster Response projects over a ten-year period administered per Senate Bill 88 (SB 88). The CTSGP/CTAF is administered by the Governor's Office of Emergency Services.

Transit agencies may apply for these funds for eligible projects, including capital projects that provide increased protection against a security or safety threat and capital projects that increase the capacity of transit operators to prepare for disaster-response transportation systems that can move people, goods, emergency personnel and equipment in the aftermath of a disaster. The City is proposing to use its FY2014/15 \$9,115 allocation for transit security enhancements to improve transit services.

A Council resolution designating a designee(s) authorized to sign appropriate grant documentation, an "Authorized Agent Form," and "Grant Assurances Form" are required to complete the Cal OES grant submittal. The proposed resolution designates the City Administrator and Assistant City Administrator as the City's "Authorized Designees" to take actions necessary for the purpose of obtaining financial assistance provided by the Governor's OES.

FINANCIAL IMPACT:

Council action will allow the City to apply for \$9,115 in CalOES funds with no local match requirement. The proposed project will not impact the General Fund.

ATTACHMENTS:

- 1 – Authorized Agent Form
- 2 – Grant Assurances Form

SPECIAL INSTRUCTIONS:

Email signed forms and resolution to Ellen Moy.

CITY OF CHOWCHILLA

AUTHORIZED AGENT

AS THE MAYOR

OF THE CITY OF CHOWCHILLA

I hereby authorize the following individual(s) to execute for and on behalf of the City of Chowchilla any actions necessary for the purpose of obtaining state financial assistance provided by the California Governor's Office of Emergency Services.

CITY ADMINISTRATOR _____, OR

CITY CLERK _____, OR

Signed and approved this _____ day of _____, 2015

John Chavez Mayor, City of Chowchilla (Signature)

**Grant Assurances
Transit System Safety, Security and
Disaster Response Account Program**

Name of Applicant: CITY OF CHOWCHILLA

Grant Cycle: FY 2014-15 Grant Number: #6761-0002

Address: 130 S. SECOND STREET

City: CHOWCHILLA State: CA Zip Code: 93610

Telephone Number: (559) 665-8615

E-Mail Address: clehr@ci.chowchilla.ca.us

As the duly authorized representative of the Applicant, I certify that the Applicant named above:

1. Has the legal authority to apply for CTSGP-CTAF funds, and has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of the grant provided by the State of California and administered by the California Governor's Office of Emergency Services (Cal OES).
2. Assures that the grant funds will only be used for allowable, fair, and reasonable costs.
3. Recognizes the importance of accountability for the use of CTSGP-CTAF funds, and will give the State of California generally, and Cal OES in particular, through any representative authorized by Cal OES, access to and the right to examine all paper and electronic records, books, and other documents related to the award.
4. Will establish and maintain a proper accounting system for CTSGP-CTAF funds, in accordance with applicable laws, generally accepted accounting standards, and Cal OES directives.
5. Will provide reports and documentation related to this grant to Cal OES, in accordance with applicable laws and Cal OES grant guidance, including but not limited to: progress reports, closeout documentation, authorized agent forms, governing body resolutions, and other information as may be required by Cal OES.
6. Will initiate and complete approved project work within applicable timeframes, after Cal OES approves the project.
7. Will comply with Standardized Emergency Management System requirements as stated in the California Emergency Services Act (California Gov Code Section 8607 *et seq.*) and Title 19 of the California Code of Regulations, Sections 2445, 2446, 2447, and 2448.

8. Will promptly return to the State of California all funds received which exceed the actual expenditures approved by Cal OES.
9. If the approved amount of the grant is reduced, will promptly return to the State of California funds equal to the amount of this reduction.
10. Will keep CTSGP-CTAF funds in a separate interest bearing account. Any interest that is accrued must be accounted for and used for the project approved by Cal OES.
11. Agrees that equipment acquired or obtained with CTSGP-CTAF funds:
 - a. Will be made available under the California Disaster and Civil Defense Master Mutual Aid Agreement in consultation with representatives of the various fire, emergency medical, hazardous materials response services, and law enforcement agencies within the jurisdiction of the applicant; and
 - b. Will be made available pursuant to applicable terms of the California Disaster and Civil Defense Master Mutual Aid Agreement and deployed with personnel trained in the use of such equipment in a manner consistent with the California Law Enforcement Mutual Aid Plan, the California Fire Services and Rescue Mutual Aid Plan, and the State Emergency Plan.
12. Will comply with all applicable federal, state, and local laws, executive orders, regulations, program and administrative requirements, policies, and any other requirements governing this program.
13. Understands that failure to comply with applicable state and federal laws governing general obligation, tax-exempt, and Build America bonds may result in penalties administered by the Internal Revenue Service or a loss of tax-exempt bond status.
14. Will retain records for thirty-five years after notification of grant closeout by the State, and ensure that any subcontractors, subgrantees, or entities to which project responsibilities are transferred, retain records in accordance with state, federal, and local record retention requirements.
15. Grantees and subgrantees will use their own procurement and contracting procedures, which comply with applicable state and local laws and regulations, or with the California Public Contract Code, whichever is more restrictive.
16. Will maintain and abide by procedures to minimize the time between the award of funds and the disbursement of funds.
17. Will abide by Cal OES CTSGP-CTAF guidelines.

18. Will submit to Cal OES a CTSGP-CTAF Program Investment Justification, listing all projects to be funded for the life of the bond, including the amount for each project and the year in which the funds will be requested.
19. Will submit to Cal OES a signed Authorized Agent form designating the representative who can submit documents on behalf of the Applicant and an original, certified copy, or e-signed and verified copy, subject to approval by Cal OES, of the board resolution appointing the Authorized Agent. Should a new agent be authorized by the Applicant's governing board, the Applicant will submit to Cal OES a new, signed Authorized Agent form designating the representative who can submit documents on behalf of the Applicant, and an original, certified copy, or e-signed and verified copy, subject to approval by Cal OES, of the board resolution appointing that Authorized Agent.
20. Will ensure that CTSGP-CTAF funds will be used only for the approved capital project and that this approved project will be completed within applicable timeframes and remain in operation for its useful life, in accordance with state and federal laws, including, but not limited to applicable laws governing the CTSGP-CTAF Program, state general obligation bond laws, and federal laws governing tax-exempt and Build America bonds.
21. Will promptly notify Cal OES of pending litigation, bankruptcy proceedings, and negative audit findings related to the project.
22. Will maintain continuing control over the use of project equipment and facilities, and will maintain project equipment and facilities for the useful life of the project, in accordance with state and federal laws, including, but not limited to the laws governing the CTSGP-CTAF Program, state general obligation bond laws, and federal tax-exempt and Build America bond laws.
23. The project sponsor must notify Cal OES of any changes to the approved project and obtain Cal OES approval to these changes prior to their implementation.
24. Funds must be encumbered and liquidated within the time allowed in the applicable budget act and in accordance with grant guidelines.
25. Understands that all of Applicant's contractors and subcontractors shall comply with all applicable federal, state and local laws. Applicant assures that its contractors and subcontractors will be obligated to agree to comply with all applicable federal, state, and local laws.
26. That any project cost for which the Applicant received funds that is determined by subsequent audit to be unallowable under applicable federal, state, or local laws, are subject to repayment by the Applicant to the State of California. Should the Applicant fail to reimburse the moneys due to the State within thirty (30) days of demand, or within another time period mutually agreed to in writing between Cal OES and the Applicant, the State is authorized to withhold future payments due to the Applicant from the State.

27. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain for themselves or others, particularly those with whom they have familial, business, or other ties.
28. Will comply with all California and federal statutes relating to nondiscrimination, including, but not limited to:
- a. Title VI of the Civil Rights Act of 1964 (P.L. 88-352), as amended, which prohibits discrimination on the basis of race, color or national origin; and
 - b. Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §1681-1683 and 1685-1686), which prohibits discrimination on the basis of sex; and
 - c. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794) which prohibits discrimination on the basis of disabilities; and
 - d. The Americans with Disabilities Act of 1990 (42 U.S.C. Chapter 126), as amended, which prohibits discrimination on the basis of disabilities; and
 - e. The Unruh Civil Rights Act (California Civil Code §54, *et seq.*) and California Government Code §11135, which prohibit discrimination on the basis of disabilities; and
 - f. The Age Discrimination Act of 1975, as amended (42 U.S.C. §6101-6107) which prohibits discrimination on the basis of age; and
 - g. The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255) as amended, relating to nondiscrimination on the basis of drug abuse; and
 - h. The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; and
 - i. Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §290dd-2), as amended, relating to confidentiality of alcohol and drug abuse patient records; and
 - j. Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §3601, *et seq.*), as amended, relating to nondiscrimination in the sale, rental or financing of housing; and
 - k. Any other nondiscrimination provisions in the specific statute(s) under which application for assistance is being made; and
 - l. The requirements of any other nondiscrimination statute(s) that may apply to the application or to the Applicant.
29. Will comply, if applicable, with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
30. Will complete required environmental documentation before requesting an allocation of CTSGP-CTAF funds. The Applicant certifies that projects approved for CTSGP-CTAF funds will comply with all applicable federal and state environmental laws. These may include, but are not limited to:

- a. California Environmental Quality Act. California Public Resources Code Sections 21080-21098. California Code of Regulations, Title 14, Chapter 3 Sections 15000-15007; and
- b. Institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO)11514; and
- c. Notification of violating facilities pursuant to EO 11738; and
- d. Protection of wetlands pursuant to EO 11990; and
- e. Evaluation of flood hazards in floodplains in accordance with EO 11988; and
- f. Assurance of project consistency with the approved state management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §1451 et seq.); and
- g. Conformity of federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §7401, et seq.); and
- h. Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and
- i. Protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205); and
- j. Wild and Scenic Rivers Act of 1968 (16 U.S.C. §1271, et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
- k. Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and preservation of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §469a-1, et seq.).

31. The Applicant and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of federal benefits by a state or federal court, or voluntarily excluded from covered transactions by any federal department or agency; and
- b. Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and
- c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and (d) have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default;

and where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

32. Will comply with the audit requirements set forth in the Office of Management and Budget (OMB) Circular A-133, "Audit of States, Local Governments and Non-Profit Organizations."

33. Agrees that the noncompliance with these assurances, Cal OES CTSGP-CTAF Program guidelines, and applicable laws, may be taken into consideration by Cal OES when considering future allocation applications from Applicant.

34. Understands that failure to comply with any of the above assurances may result in suspension, reduction, or termination of grant funds.

As the duly authorized representative of the Applicant, I hereby certify that the Applicant will comply with the above certifications.

The undersigned represents that he/she is authorized by the above named Applicant to enter into this agreement for and on behalf of the said Applicant.

Signature of Authorized Agent:

Printed Name of Authorized Agent: CAROLYN LEHR

Title: INTERIM CITY ADMINISTRATOR Date: _____



REPORT TO THE CITY COUNCIL

Council Meeting of April 28, 2015

Agenda Section: New Business

SUBJECT: **Consideration of Resolution # -15 Authorizing the City Administrator to Enter into an Agreement with the California Department of Corrections and Rehabilitation for Inmate Community Service Work Crews**

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

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

Approved By: Added by City Clerk following approval

RECOMMENDATION:

Staff recommends that the City Council approved the resolution authorizing the City Administrator to execute the Agreement.

HISTORY / BACKGROUND:

The City of Chowchilla brought suit against the California Department of Corrections and Rehabilitation (CDCR) over changing the women's prison facility to men's due to prison realignment. As part of the settlement agreement of the lawsuit the CDCR would provide a work crew for two years to assist the City in non-hazardous public service projects.

The agreement providing two years of no charge for Inmate Community Service Work Crews ended December 3, 2014. The attached agreement extends the service from July 1, 2015 to June 30, 2017. The maximum cost for the 2 years of service is \$148,000. The City is billed for work actually performed at a rate of \$61.15 per hour for the officer, however the crew may consist of 5 to 15 individuals.

The City has had success using these crews for tasks ranging from litter and graffiti removal, painting, streambed maintenance, landscaping, weed abatement, pruning trees and shrubs and other activities.

FINANCIAL IMPACT:

The fiscal impact to the City of Chowchilla can be up to \$74,000 per year for two year (total \$148,000). The work crew schedule has historically been interrupted due to a variety of circumstances beyond City control (lockdowns, van problems, officer sick days). The City may terminate this agreement with 30 days' notice for any reason.

ATTACHMENTS:

Resolution
Award Letter
Memorandum of Understanding

COUNCIL RESOLUTION # -15

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHOWCHILLA AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE THE MEMORANDUM OF UNDERSTANDING WITH THE CALIFORNIA DEPARTMENT OF CORRECTIONS AND REHABILITATION FOR INMATE COMMUNITY SERVICE WORK CREWS.

WHEREAS, the City of Chowchilla has successfully utilized California Department of Corrections and Rehabilitation Inmate Community Service Work Crews to augment City staff since November 2012; and

WHEREAS, the Memorandum of understanding between City of Chowchilla and California Department of Corrections and Rehabilitation expired December 31, 2014; and

WHEREAS, the California Department of Corrections and Rehabilitation has made available to the City of Chowchilla these Inmate Community Service Work Crews for an additional two year period.

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

1. Authorize the City Administrator to execute the Agreement with the CDCR to provide Inmate Community Service Work Crews from July 1, 2015 through June 31, 2017.
2. This resolution is effective immediately upon adoption.

* * * * *

PASSED AND ADOPTED by City Council of the City of Chowchilla this 28th day of April 2015 by the following vote to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

John Chavez, Mayor

ATTEST:

Joann McClendon
Deputy City Clerk

DIVISION OF ADMINISTRATIVE SERVICES
OFFICE OF BUSINESS SERVICES9838 Old Placerville Road, Suite B-2
Sacramento, CA 95827

April 9, 2015

Ms. Carolyn Lehr, Interim City Administrator
City of Chowchilla
130 S. Second Street
Chowchilla, CA 93610

Dear Ms. Lehr:

AGREEMENT NUMBER: 5600005224
SERVICE: INMATE COMMUNITY SERVICE WORK CREW

Enclosed for your signature are the above-referenced Standard Agreements and related exhibits. **This agreement is not valid unless, and until, approved by the DGS, or under its authority, CDCR.** The State has no legal obligation, unless and until the Agreement is approved. The State assumes no responsibility for any work commenced by the Contractor and will not reimburse the Contractor for any work performed prior to approval of the Agreement. When this Agreement is fully approved, an original will be forwarded to you. Please allow up to two months for approval.

Please have all items dated and signed with an **original signature** by an authorized representative.

Copies of the following document(s) must be returned to CDCR's OBS before this Agreement can be sent to DGS for approval.

Certificate of Insurance

As required under the Insurance requirements provision in Exhibit D, CDCR Special Terms and Conditions:

- The Contractor is required to provide a Certificate of Insurance stating that there is Commercial General Liability insurance presently in effect for the Contractor of not less than \$1,000,000 per occurrence for bodily injury and property damage liability combined. The certificate of insurance must include the following provisions:
 - **The California department of Corrections and Rehabilitation must be named as the "Certificate Holder" and list the following:**

**State of California
California Department of Corrections and Rehabilitation (CDCR)
Office of Business Services
9838 Old Placerville Road, Suite B-2
Sacramento, CA 95827**

- **The State of California, its officers, agents, employees and servants are hereby named as additional insured, but only with respect to work performed for the State of California.**
- **Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions:**
 - All self-insured public entities **MUST** provide proof of self-insurance as specified under the Agreement.

Contractor Certification Clauses

This Agreement does not include a hard copy of the Contractor Certification Clauses (CCC), which are incorporated by reference into the Agreement. The CCC may be downloaded from the Internet at www.ols.dgs.ca.gov/standard+language and printed for your files. An original, signed copy of the CCC must be returned with the two signed STD 213s, the attached exhibits and any other requested documentation. Failure to submit a signed CCC will delay approval of this Agreement. If you do not have Internet access, you may request a hard copy of the CCC by contacting the contract analyst at the telephone number listed in the last paragraph of the letter.

Board Resolution

Please provide a certified copy of the board resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into this Agreement, authorizing execution of the Agreement as required in the Contractor Certification Clauses.

All documentation must be returned to CDCR, OBS, at the following address:

California Department of Corrections and Rehabilitation
Office of Business Services
Attention: Denise M. Pulido
9838 Old Placerville Road, Suite B-2
Sacramento, CA 95827

If the Agreement and other required document(s) are not returned **by April 30, 2015**, the Agreement cannot be processed and may be cancelled.

If you have any questions or need assistance, do not hesitate to contact me at (916) 255-6157.

Sincerely,

Denise M. Pulido

Denise M. Pulido
Contract Analyst
Institution Service Contract Section
Contracts Management Branch

Enclosure(s)

STATE OF CALIFORNIA
STANDARD AGREEMENT

STD 213 (Rev 06/03)

AGREEMENT NUMBER

5600005224

REGISTRATION NUMBER

N/A Reimbursement

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME

California Department of Corrections and Rehabilitation

CONTRACTOR'S NAME

City of Chowchilla

2. The term of this Agreement is: July 1, 2015 through June 30, 2017

3. The maximum amount of this Agreement is: **\$ REIMBURSEMENT (Estimate Value is \$148,000.00)**

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work	4 page(s)
Exhibit B – Budget Detail and Payment Provisions	1 page(s)
Exhibit B-1 – Rate Sheet	1 page(s)
Exhibit B-2 – Sample Invoice Statement	1 page(s)
Exhibit C* – General Terms and Conditions	GTC 610
Exhibit D – Special Terms and Conditions	12 page(s)

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.

These documents can be viewed at www.dqs.ca.gov/ols/Resources/StandardContractLanguage.aspx

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)

City of Chowchilla

BY (Authorized Signature)

DATE SIGNED(Do not type)



PRINTED NAME AND TITLE OF PERSON SIGNING

CAROLYN LEHR, Interim City Administrator

ADDRESS

130 South Second Street
 Civic Center Plaza
 Chowchilla, CA 93610 (559) 665-8615

STATE OF CALIFORNIA

AGENCY NAME

Department of Corrections and Rehabilitation

BY (Authorized Signature)

DATE SIGNED(Do not type)



PRINTED NAME AND TITLE OF PERSON SIGNING

PEGGY JONES, Manager, Master/Institution Contracts Unit

ADDRESS

9838 Old Placerville Road, Suite B-2, Sacramento, CA 95827

California Department of General Services Use Only

Exempt per:

**INMATE COMMUNITY SERVICE WORK CREWS
(Reimbursement)**

1. INTRODUCTION/SERVICE

The California Department of Corrections and Rehabilitation (CDCR), Central California Women's Facility (CCWF) located at 23370 Road 22, Chowchilla, CA shall provide inmate work crews to perform COMMUNITY CREW services for City of Chowchilla owned properties.

This contract shall provide a meaningful, useful, and manageable work program as part of the work incentive of inmates at CCWF to render a public service. Under no circumstances are inmates or CDCR employees to be considered employees or agents of the City during the term of their assignment to projects.

Services to be provided by CDCR inmate work crews shall consist of the following but not limited to:

Graffiti removal	Community Event Set-Up and Clean-Up
Litter removal	Weed abatement
Painting	Miscellaneous landscaping work
Streambed Maintenance	Pruning trees and shrubs

General clean-up, and other activities mutually agreed upon.

2. CONTRACTOR RESPONSIBILITIES

- a. Designate a Project Coordinator (PC) representative for each assigned project who will assist and give instructions and technical supervision for each project performed by inmates, as well as deadlines for projects, if applicable.
- b. Ensure inmate work crews are not used in lieu of paid staff or in violation of the Public Contract Code(s).
- c. Ensure that there is no commingling of inmate crews with the public or Contractor staff other than the immediate technical direction by Contractor to ensure quality control of the work to be performed.
- d. Provide training to inmate crews in all safety procedures and a safe working environment. CDCR realizes and acknowledges that the performance of work in and around the work sites can be hazardous and that injuries to workers can occur which cannot be reasonably avoided by any of the parties hereto. However, the Contractor agrees not to assign any inmate work crews to work in any area which the Contractor knows to be unsafe or in a dangerous condition.
- e. Provide assignments and necessary equipment, materials, plans, technical guidance, and supplies as necessary for all projects to be completed except when agreed upon in advance that CDCR will furnish all or part. Provide any special clothing and/or safety equipment required in addition to what CDCR provides.

- f. Provide any heavy equipment necessary for the completion of projects and personnel to operate the heavy equipment.
- g. Maintain all equipment in good working condition. The cost of equipment, materials, and supplies will be at the sole expense of the Contractor.
- h. Ensure that all equipment necessary to complete project is delivered to the worksite.
- i. Provide traffic control and adequate equipment/materials (i.e., barricades, cones and signs, etc.) to ensure the safety of all workers.
- j. Provide portable toilets, or access to facilities, if a permanent toilet is not on or adjacent to the worksite.
- k. Report all disputes/concerns from the community, labor unions and contractor staff. Contractor shall inform the Contract Liaison within seven (7) days in writing.
- l. Contractor staff working in and around inmates will be familiar with the laws, rules and regulations governing conduct in associating with prison inmates. A summary of the law, rules, and regulations is attached as Exhibit D, Item 27. Contractor is responsible for ensuring employees adhere to the laws, rules and regulations relating to inmates.
- m. Contractor will provide an area within their jurisdiction, wherein equipment, tools and supplies are stored for use by the ORWD work crews. These areas will provide reasonable security from public intrusion and/or access by unauthorized persons. These areas will be available for routine search and inspection by CDCR during business hours and with reasonable notification to the Contractor, during non-business hours.
- n. Contractor to assist in protecting community safety and security by informing local law enforcement office of inmate crew location for the purpose of providing periodic patrol or for escape pursuit.
- o. Ensure inmate workers are not allowed to operate any mobile equipment on a public road, except in extreme emergency, and must report such instance to the inmate work crew supervisor immediately following the emergency as outlined in the California Code of Regulations, Title 215, and Section 3408, VEHICLES.
- p. Ensure that inmate work crews shall not operate any tools, equipment, or motorized vehicles that they have not been trained and authorized to use.

3. CDCR RESPONSIBILITIES

- a. Assign qualified custodial qualified inmate workers to perform general labor on the properties under the jurisdiction of the Contractor. Under no circumstances will said work crew be used on public works projects or projects requiring skilled labor or projects requiring public bidding.
- b. Reject any project that could jeopardize the use of inmate laborers or bring undue criticism to the use of this resource.

- c. Maintain, through proper classification procedures, a list of approved inmates to be utilized as off-reservation work detail workers.
- d. Determine the quantity of inmates that will be committed to a specific work site based on safety/security factors. Inmate work crew size will be limited to a minimum of five (5) and a maximum of fifteen (15) inmates per custodial supervisor.
- e. Be responsible for maintaining a daily log and control of all tools, equipment and fuel assigned to the inmate work crew. All tools must be accounted for at the end of each work day.
- f. Provide custody supervision for the discipline, security, control, welfare and safety of inmates, contractor staff and the general public.
- g. Bear any obligations to provide worker's compensation insurance for the assigned inmate workers and custody staff to the extent that such obligations may apply, except as specified by law (Section 3370-3371, Labor Code).
- h. Perform all necessary paperwork including but not limited to, hours worked, department served, travel logs, and invoicing for services.
- i. Provide transportation of inmate work crews to the worksite and for their return to the institution at the end of each workday.
- j. Provide gloves and protection coveralls for the inmate work crews. Provide inmates with all personal protective equipment and/or safety gear for each project as necessary. The CDCR will provide first aid kits as required by CAL OSHA.
- k. Ensure the inmate work crew wears all safety equipment provided at all times. The Contractor is responsible for instructing which safety item must be worn at the worksite.
- l. To provide sack lunches for inmates at the work project.
- m. Temporarily suspend work on any project without prior notification based on unforeseen custodial or situational circumstances. Written notification will be given if suspension will exceed 24 hours. Contractor agrees that scheduled work crew activities may be delayed and/or canceled as a result of institution security issues such as lockdowns and/or inclement weather that poses a security hazard such as fog. The CDCR shall not be liable for any delay.

4. LIABILITY

- a. Neither County, nor any officer or employee hereof, shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by CDCR under or in connection with any work, authority or jurisdiction not delegated to County under this Agreement. It is also agreed that, pursuant to Government Code Section 895.4, CDCR will fully indemnify and hold County harmless for any liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by CDCR under or in connection with any work not delegated to County under this Agreement.

- b. Neither CDCR, nor any officer or employee thereof will be responsible for any damage or liability occurring by reason of anything done or omitted to be done by County under or in connection with any work, authority or jurisdiction delegated to County under this Agreement. It is also agreed that, pursuant to Government Code Section 895.4, County shall fully indemnify and hold CDCR harmless for any liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by County under or in connection with any work not delegated to CDCR under this Agreement.
- c. Nothing in this Agreement is intended to, nor shall operate so as to abrogate any legal immunity afforded either CDCR or County, including, but not limited to, immunities provided by Government Code sections 844.6, 845.8 or similar such immunities afforded under law.
- d. It is understood that the contractual relationship of CDCR and County is that of independent Contractor. The agents and employees of CDCR on assignment to County are not, and shall not be considered employees or agents of County.

5. **WORK SCHEDULE**

Upon mutual agreement by both parties, inmate crews and custodial staff shall be provided to the Contractor between the hours of 7:30 a.m. and 3:30 p.m. up to five (5) days per week, Monday through Friday. Except in cases of emergency, there shall be no project work on Saturday, Sunday or those holidays defined in Section 6700 through 6705 of the California Government Code as designated holidays for state employees. Work schedule shall commence and end at the institution. The maximum hours allowed per day for custody staff and inmate workers is 8 hours.

The Contractor shall submit projects and/or typical work assignments to CDCR for approval by the 10th calendar day prior to the month of work commencement. Ongoing and repetitive projects will not require additional approval.

6. **DISCIPLINE**

Discipline of the inmate workers is the sole responsibility of CDCR staff. Contractor, whenever possible, assists Correctional Officers in control of inmates in emergency situations on work locations under the guidance of custody staff. Contractor personnel shall report through established channels all acts of inmate workers contrary to law, regulations, or City rules.

7. **ACCIDENT/DAMAGES**

Damage caused to the equipment covered herein due to fire, abuse, act of God, accident, unauthorized alterations, disasters, the elements, failure of electrical power, misuse, use of unauthorized agents, vandalism or negligence by the State or its officers, agents, employees, or CDCR inmates, are not covered by this agreement except on a time and material basis. Such repairs will be performed by the Contractor.

8. **NOTICES**

Notices (correspondence) to be given between the parties shall be in writing. Addresses are as follows:

City of Chowchilla

130 S. Second Street
Civic Center Plaza
Chowchilla, CA 93610
Phone Number: (559) 665-8615
Fax Number: (559) 665-7418

Central California Women's Facility

23370 Road 22
P.O. Box 1501
Chowchilla, CA 93610-1501
Attention: Curtis Otsuji
Phone Number: (559) 665-5531 Ext. 5132
Fax Number: (559) 665-6030

9. **DEPARTMENT OF CORRECTIONS AND REHABILITATION CONTACT INFORMATION**

Should questions or problems arise during the term of this contract, the Contractor should contact the following offices:

- **Billing/Payment Issues:**
Sacramento Regional Accounting Office
Phone Number: (909) 483-1558
FAX Number: (909) 483-1548
- **Scope of Service/Performance Issues:**
Curtis Otsuji, Contract Liaison
Phone Number: (559) 665-5531 Ext. 5132
FAX Number: (559) 665-6030
- **General Contract Issues**
Office of Contract Services
Phone Number: (916) 255-6180
FAX Number: (916) 255-6184

1. **Invoicing and Payment (reimbursement contracts)**

- a. The CDCR will submit an Invoice to the Contractor, by the 10th day of each month for the preceding month's services; based on the rates specified in Exhibit B-1, Rate Sheet, which is attached hereto and made part of this Agreement.
- b. Invoices will be due within thirty (30) days of the statement date and shall be remitted to the appropriate CDCR Accounting office below:

California Department of Corrections and Rehabilitation (CDCR)
Southern California Regional Accounting Office
Attention: Accounts Receivable
PO Box 6000
Rancho Cucamonga, CA 91729-6000

**INMATE COMMUNITY SERVICE WORK CREWS
(Reimbursement)**

NOTE: Refer to Exhibit B-2, Sample Invoice Statement for reimbursement.

Contractor shall reimburse CDCR, monthly in arrears, as follows:

Correctional Officer Reimbursement	\$61.15*	Per hour, per custody staff.
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*Salaries were calculated using top step wages as of January 2015. This amount will increase per contract negotiations. Any changes to the Correctional Officer reimbursement rate as a result of contract negotiations will require a formal amendment to the contract.

INMATE COMMUNITY SERVICE WORK CREWS

INVOICE STATEMENT

Invoice Number 003

Month December Year 2003

B. A. CORRECTIONAL OFFICER REIMBURSEMENT

Date of Service	Number of Officers	Number of Hours per Officer	Cost per Officer, per Hour	Total Cost of Officers
December 15, 2003	1	10	\$40.00	= \$ 400.00
December 16, 2003	1	10	\$40.00	= 400.00
December 17, 2003	2	8	\$40.00	= 320.00
December 18, 2003	1	8	\$40.00	= 320.00
December 19, 2003	2	20	\$40.00	= 800.00
December 22, 2003	1	10	\$40.00	= 400.00
December 23, 2003	1	6	\$40.00	= 240.00
TOTAL C				= \$2,880.00

SAMPLE

1. Contract Disputes with Public Entities (Supersedes provision number 6, Disputes, of Exhibit C)

As a condition precedent to Contractor's right to institute and pursue litigation or other legally available dispute resolution process, if any, Contractor agrees that all disputes and/or claims of Contractor arising under or related to the Agreement shall be resolved pursuant to the following processes. Contractor's failure to comply with said dispute resolution procedures shall constitute a failure to exhaust administrative remedies.

Pending the final resolution of any such disputes and/or claims, Contractor agrees to diligently proceed with the performance of the Agreement, including the delivering of goods or providing of services. Contractor's failure to diligently proceed shall constitute a material breach of the Agreement.

The Agreement shall be interpreted, administered, and enforced according to the laws of the State of California. The parties agree that any suit brought hereunder shall have venue in Sacramento, California, the parties hereby waiving any claim or defense that such venue is not convenient or proper.

A county, city, district or other local public body, state board or state commission, another state or federal agency, or joint-powers authority shall resolve a dispute with CDCR, if any, through a meeting of representatives from the entities affected. If the dispute cannot be resolved to the satisfaction of the parties, each entity may thereafter pursue its right to institute litigation or other dispute resolution process, if any, available under the laws of the State of California.

2. Confidentiality of Data

All financial, statistical, personal, technical and other data and information relating to State's operation, which are designated confidential by the State and made available to carry out this Agreement, or which become available to the Contractor in order to carry out this Agreement, shall be protected by the Contractor from unauthorized use and disclosure.

If the methods and procedures employed by the Contractor for the protection of the Contractor's data and information are deemed by the State to be adequate for the protection of the State's confidential information, such methods and procedures may be used with the written consent of the State. The Contractor shall not be required under the provisions of this paragraph to keep confidential any data already rightfully in the Contractor's possession that is independently developed by the Contractor outside the scope of the Agreement or is rightfully obtained from third parties.

No reports, information, inventions, improvements, discoveries, or data obtained, repaired, assembled, or developed by the Contractor pursuant to this Agreement shall be released, published, or made available to any person (except to the State) without prior written approval from the State.

Contractor by acceptance of this Agreement is subject to all of the requirements of California Government Code Section 11019.9 and California Civil Code Sections 1798, et seq., regarding the collection, maintenance, and disclosure of personal and confidential information about individuals.

3. Accounting Principles

The Contractor will adhere to generally accepted accounting principles as outlined by the American Institute of Certified Public Accountants. Dual compensation is not allowed; a contractor cannot receive simultaneous compensation from two or more funding sources for the same services performed even though both funding sources could benefit.

4. Taxes

Unless required by law, the State of California is exempt from federal excise taxes.

5. Right to Terminate (Supersedes provision number 7, Termination for Cause, of Exhibit C)

The parties hereto agree that either party may cancel this Agreement by giving the other party written notice thirty (30) days in advance of the effective date of such cancellation. In the event of such termination, the State agrees to pay Contractor for actual services rendered up to and including the date of termination.

The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

6. Contract Suspension

Notwithstanding any other provisions of this Agreement, pursuant to a Governor's Executive Order or equivalent directive, such as a court order or an order from a federal or state regulatory agency, mandating the suspension of state contracts, the State may issue a Suspension of Work Notice. The Notice shall identify the specific Executive Order or directive and the Agreement number(s) subject to suspension. Unless specifically stated otherwise, all performance under the Agreement(s) must stop immediately upon receipt of the Notice. During the period of contract suspension, Contractor is not entitled to any payment for the suspended work. Once the order suspending state contracts has been lifted, a formal letter from the Department will be issued to the Contractor to resume work.

7. Extension of Term

If it is determined to be in the best interest of the State, upon agreement, the State may extend this contract, with no increase in service cost, for a period of one (1) year or less.

8. Contractor Employee Misconduct

During the performance of this Agreement, it shall be the responsibility of the Contractor whenever there is an incident of use of force or allegation(s) of employee misconduct associated with and directly impacting inmate and/or parolee rights, to immediately notify the CDCR of the incident(s), to cause an investigation to be conducted, and to provide CDCR with all relevant information pertaining to the incident(s). All relevant information includes, but is not limited to: a) investigative reports; b) access to inmates/parolees and the associated staff; c) access to employee personnel records; d) that information reasonably

necessary to assure CDCR that inmates and/or parolees are not or have not been deprived of any legal rights as required by law, regulation, policy and procedures; and e) written evidence that the Contractor has taken such remedial action, in the event of unnecessary or excessive force, or employee misconduct with inmates and/or parolees, as will assure against a repetition of incident(s) or retaliation. To the extent that the information provided by the Contractor fails to so assure CDCR, CDCR may require that any implicated Contractor staff be denied access to and the supervision of CDCR inmates and/or parolees at the facility and access to inmate and/or parolee records. Notwithstanding the foregoing, and without waiving any obligation of the Contractor, CDCR retains the power to conduct an independent investigation of any incident(s). Furthermore, it is the responsibility of the Contractor to include the foregoing terms within any and all subcontracts, requiring that subcontractor(s) agree to the jurisdiction of CDCR to conduct an investigation of their facility and staff, including review of subcontractor employee personnel records, as a condition of the Agreement.

9. Subcontracting

Services provided are to be performed primarily with the staff of the public entity or, in the case of educational institutions, auxiliaries or foundations, by the faculty, staff or students associated with the particular institution. Agreements are not to be used by state agencies to circumvent the competitive bidding requirements of Public Contract Code Section 10340.

If more than twenty-five (25) percent of the total contract amount or \$50,000.00, whichever is less, is subcontracted, non-competitive bid approval must be obtained from the Secretary of CDCR and the Department of General Services prior to the commencement of services, unless the subcontract was competitively bid or the subcontractor(s) also qualifies as a state agency, governmental agency, or joint power.

10. Subcontractor/Consultant Information

Contractor is required to identify all subcontractors and consultants who will perform labor or render services in the performance of this Agreement. Additionally, the Contractor shall notify the Department of Corrections and Rehabilitation, Office of Business Services, in writing, within ten (10) working days, of any changes to the subcontractor and/or consultant information.

11. Liability for Nonconforming Work

The Contractor will be fully responsible for ensuring that the completed work conforms to the agreed upon terms. If nonconformity is discovered prior to the Contractor's deadline, the Contractor will be given a reasonable opportunity to cure the nonconformity. If the nonconformity is discovered after the deadline for the completion of the project, CDCR, in its sole discretion, may use any reasonable means to cure the nonconformity. The Contractor shall be responsible for reimbursing CDCR for any additional expenses incurred to cure such defects.

12. Temporary Nonperformance

If, because of mechanical failure or for any other reason, the Contractor shall be temporarily unable to perform the work as required, the State, during the period of the Contractor's inability to perform, reserves the right to accomplish the work by other means and shall be

reimbursed by the Contractor for any additional costs above the Agreement price.

13. Contract Violations

The Contractor acknowledges that any violation of Chapter 2, or any other chaptered provision of the Public Contract Code (PCC), is subject to the remedies and penalties contained in PCC Sections 10420 through 10425.

14. Employment of Ex-Offenders

Contractor cannot and will not either directly, or on a subcontract basis, employ in connection with this Agreement:

- a. Ex-Offenders on active parole or probation, who have been on active parole or probation during the last three years preceding their employment;
 1. Contractor shall only employ ex-offenders who can provide written evidence of having satisfactorily completed parole or probation, and who have remained off parole or probation, and have had no arrests or convictions within the past three years.
- b. Ex-offenders convicted of drug trafficking in a prison/jail; escape or aiding/abetting escape; battery on a Peace Officer or Public Official; arson offenses; or, any violations of Penal Code Sections 4570-4574 (unauthorized Communications with Prisons and Prisoners Offenses).
- c. Ex-Offenders are required to register as a sex offender pursuant to Penal Code Section 290.
- d. Any ex-offender who has an offense history involving a "violent felony" as defined in subparagraph (c) of Penal Code Section 667.5; or
- e. Any ex-offender in a position which provides direct supervision of parolees.

An ex-offender whose assigned duties involve administrative or policy decision-making, accounting, procurement, cashiering, auditing, or any other business-related administrative function shall be fully bonded to cover any potential loss to the State or contractor. Evidence of such bond shall be supplied to CDCR prior to employment of the ex-offender.

15. Conflict of Interest

The Contractor and their employees shall abide by the provisions of Government Code (GC) Sections 1090, 81000 et seq., 82000 et seq., 87100 et seq., and 87300 et seq., Public Contract Code (PCC) Sections 10335 et seq. and 10410 et seq., California Code of Regulations (CCR), Title 2, Section 18700 et seq. and Title 15, Section 3409, and the Department Operations Manual (DOM) Section 31100 et seq. regarding conflicts of interest.

a. Contractors and Their Employees

Consultant contractors shall file a Statement of Economic Interests, Fair Political Practices Commission (FPPC) Form 700 prior to commencing services under the Agreement, annually during the life of the Agreement, and within thirty (30) days after

the expiration of the Agreement. Other service contractors and/or certain of their employees may be required to file a Form 700 if so requested by the CDCR or whenever it appears that a conflict of interest may be at issue. Generally, service contractors (other than consultant contractors required to file as above) and their employees shall be required to file an FPPC Form 700 if one of the following exists:

- (1) The Agreement service has been identified by the CDCR as one where there is a greater likelihood that a conflict of interest may occur;
- (2) The Contractor and/or Contractor's employee(s), pursuant to the Agreement, makes or influences a governmental decision; or
- (3) The Contractor and/or Contractor's employee(s) serves in a staff capacity with the CDCR and in that capacity participates in making a governmental decision or performs the same or substantially all the same duties for the CDCR that would otherwise be performed by an individual holding a position specified in the CDCR's Conflict of Interest Code.

b. Current State Employees

- (1) No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- (2) No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.
- (3) In addition to the above, CDCR officials and employees shall also avoid actions resulting in or creating an appearance of:
 - (a) Using an official position for private gain;
 - (b) Giving preferential treatment to any particular person;
 - (c) Losing independence or impartiality;
 - (d) Making a decision outside of official channels; and
 - (e) Affecting adversely the confidence of the public or local officials in the integrity of the program.
- (4) Officers and employees of the Department must not solicit, accept or receive, directly or indirectly, any fee, commission, gratuity or gift from any person or business organization doing or seeking to do business with the State.

c. Former State Employees

- (1) For the two year (2-year) period from the date he or she left state employment, no former state officer or employee may enter into an Agreement in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the Agreement while employed in any capacity by any state agency.
- (2) For the twelve-month (12-month) period from the date he or she left state employment, no former state officer or employee may enter into an Agreement with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed Agreement within the 12-month period prior to his or her leaving state service.

In addition to the above, the Contractor shall avoid any conflict of interest whatsoever with respect to any financial dealings, employment services, or opportunities offered to inmates or parolees. The Contractor shall not itself employ or offer to employ inmates or parolees either directly or indirectly through an affiliated company, person or business unless specifically authorized in writing by CDCR. In addition, the Contractor shall not (either

directly, or indirectly through an affiliated company, person or business) engage in financial dealings with inmates or parolees, except to the extent that such financial dealings create no actual or potential conflict of interest, are available on the same terms to the general public, and have been approved in advance in writing by CDCR. For the purposes of this paragraph, "affiliated company, person or business" means any company, business, corporation, nonprofit corporation, partnership, limited partnership, sole proprietorship, or other person or business entity of any kind which has any ownership or control interest whatsoever in the Contractor, or which is wholly or partially owned (more than 5% ownership) or controlled (any percentage) by the Contractor or by the Contractor's owners, officers, principals, directors and/or shareholders, either directly or indirectly. "Affiliated companies, persons or businesses" include, but are not limited to, subsidiary, parent, or sister companies or corporations, and any company, corporation, nonprofit corporation, partnership, limited partnership, sole proprietorship, or other person or business entity of any kind that is wholly or partially owned or controlled, either directly or indirectly, by the Contractor or by the Contractor's owners, officers, principals, directors and/or shareholders.

The Contractor shall have a continuing duty to disclose to the State, in writing, all interests and activities that create an actual or potential conflict of interest in performance of the Agreement.

The Contractor shall have a continuing duty to keep the State timely and fully apprised in writing of any material changes in the Contractor's business structure and/or status. This includes any changes in business form, such as a change from sole proprietorship or partnership into a corporation or vice-versa; any changes in company ownership; any dissolution of the business; any change of the name of the business; any filing in bankruptcy; any revocation of corporate status by the Secretary of State; and any other material changes in the Contractor's business status or structure that could affect the performance of the Contractor's duties under the Agreement.

If the Contractor violates any provision of the above paragraphs, such action by the Contractor shall render this Agreement void.

Members of boards and commissions are exempt from this section if they do not receive payment other than payment for each meeting of the board or commission, payment for preparatory time and payment for per diem.

16. Notification of Personnel Changes

Contractor must notify the State, in writing, of any changes of those personnel allowed access to State premises for the purpose of providing services under this Agreement. In addition, Contractor must recover and return any State-issued identification card provided to Contractor's employee(s) upon their departure or termination.

17. Security Clearance/Fingerprinting

The State reserves the right to conduct fingerprinting and/or security clearance—through the Department of Justice, Bureau of Criminal Identification and Information (BCII)—prior to award and at any time during the term of the Agreement, in order to permit Contractor (and/or Contractor employee) access to State premises. The State further reserves the right to terminate the Agreement should a threat to security be determined.

18. Computer Software

Contractor certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.

19. Expendable Equipment

Expendable equipment is defined as expendable items which change with use and have a unit acquisition cost of less than \$5,000 per unit (i.e. fax machines, computers, printers, etc.). Title to any expendable equipment purchased or built with State funds as part of this agreement will vest in the State. The Contractor must retain a listing of expendable equipment purchases that are considered "theft-sensitive" items, such as cameras, calculators, two-way radios, computer equipment, etc., for audit purposes. Upon completion or termination of the agreement, Contractors are required to leave all expendable equipment for use by subsequent contractors or for the State to dispose of accordingly. The State may authorize the continued use of such equipment for work to be performed under a different agreement.

The cost of expendable equipment purchased should be comparable to the prevailing price for similar items in the surrounding area.

20. Electronic Waste Recycling

The Contractor certifies that it complies with the requirements of the Electronic Waste Recycling Act of 2003, Chapter 8.5, Part 3 of Division 30, commencing with Section 42460 of the Public Resources Code, relating to hazardous and solid waste. Contractor shall maintain documentation and provide reasonable access to its records and documents that evidence compliance.

21. Liability for Loss and Damages

Any damages by the Contractor to the State's facility including equipment, furniture, materials or other State property, will be repaired or replaced by the Contractor to the satisfaction of the State at no cost to the State. The State may, at its option, repair any such damage and deduct the cost thereof from any sum due Contractor under this Agreement.

22. Disclosure

Neither the State nor any State employee will be liable to the Contractor or its staff for injuries inflicted by inmates or parolees of the State. The State agrees to disclose to the Contractor any statement(s) known made by any inmate or parolee which indicate violence may result in any specific situation, and the same responsibility will be shared by the Contractor in disclosing such statement(s) to the State.

23. Workers' Compensation

Contractor hereby represents and warrants that Contractor is currently and shall, for the duration of this agreement, carry workers' compensation insurance, at Contractor's expense, or that it is self-insured through a policy acceptable to CDCR, for all of its employees who will be engaged in the performance of this agreement. Such coverage will be a condition of

CDCR's obligation to pay for services provided under this agreement.

Prior to approval of this agreement and before performing any work, Contractor shall furnish to the State evidence of valid workers' compensation coverage. Contractor agrees that the workers' compensation insurance shall be in effect at all times during the term of this agreement. In the event said insurance coverage expires or is canceled at any time during the term of this agreement, Contractor agrees to give at least thirty (30) days prior notice to CDCR before said expiration date or immediate notice of cancellation. Evidence of coverage shall not be for less than the remainder of the term of the agreement or for a period of not less than one year. The State reserves the right to verify the Contractor's evidence of coverage. In the event the Contractor fails to keep workers' compensation insurance coverage in effect at all times, the State reserves the right to terminate this agreement and seek any other remedies afforded by the laws of this State.

Contractor also agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all of Contractor's workers' compensation claims and losses by Contractor's officers, agents and employees related to the performance of this agreement.

24. Insurance Requirements

Insurance as required herein shall be a condition of the State's obligation to pay for services provided under this Agreement. Prior to approval of this Agreement and before performing any work, Contractor and any subcontractor shall furnish to the State evidence of valid coverage. The following shall be considered evidence of coverage: A certificate of insurance, a "true and certified" copy of the policy, or any other proof of coverage issued by Contractor's insurance carrier. Binders are not acceptable as evidence of coverage. Providing evidence of coverage to the State conveys no rights or privileges to the State, nor does it insure any State employee or insure any premises owned, leased, used by or otherwise or under the control of the State. It does, however, serve to provide the State with proof that the Contractor and any subcontractors are insured at the minimum levels required by the State of California.

Contractor agrees that any liability insurance required in the performance of this Agreement shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires or is canceled during the term of this Agreement, Contractor shall provide the State within five (5) business days of receipt by contractor a copy of any notice of cancellation or non-renewal of insurance required by the contract. Evidence of coverage required in the performance of this Agreement shall not be for less than the remainder of the term of this Agreement or for a period of not less than one year. The State and the Department of General Services (DGS) reserve the right to verify the Contractor's evidence of coverage; evidence of coverage is subject to the approval of the DGS. In the event the Contractor fails to keep insurance coverage as required herein in effect at all times, the State reserves the right to terminate this Agreement and to seek any other remedies afforded by the laws of the State of California.

Contractor hereby represents and warrants they (and any subcontractors) are currently and shall for the duration of this Agreement be insured. Contractor shall provide proof of self-insurance against:

Commercial General Liability - \$1,000,000 per occurrence for bodily injury and property damage liability combined.

25. Tuberculosis (TB) Testing

In the event that the services required under this Agreement will be performed within a CDCR institution/parole office/community-based program, prior to the performance of contracted duties, Contractors and their employees who are assigned to work with inmates/parolees on a regular basis shall be required to be examined or tested or medically evaluated for TB in an infectious or contagious stage, and at least once a year thereafter or more often as directed by CDCR. Regular basis is defined as having contact with inmates/parolees in confined quarters more than once a week.

Contractors and their employees shall be required to furnish to CDCR, at no cost to CDCR, a form CDCR 7336, "Employee Tuberculin Skin Test (TST) and Evaluation," prior to assuming their contracted duties and annually thereafter, showing that the Contractor and their employees have been examined and found free of TB in an infectious stage. The form CDCR 7336 will be provided by CDCR upon Contractor's request.

The following provisions apply to services provided on departmental and/or institution grounds:

26. Blood borne Pathogens

Provider shall adhere to California Division of Occupational Safety and Health (CAL-OSHA) regulations and guidelines pertaining to blood borne pathogens.

27. Primary Laws, Rules, and Regulations Regarding Conduct and Association with State Prison Inmates and Division of Juvenile Justice Wards

Individuals who are not employees of the California Department of Corrections and Rehabilitation (CDCR), but who are working in and around inmates who are incarcerated, or wards who are housed within California's institutions/facilities or camps, are to be apprised of the laws, rules and regulations governing conduct in associating with prison inmates or wards. The following is a summation of pertinent information when non-departmental employees come in contact with prison inmates or wards.

By signing this contract, the Contractor agrees that if the provisions of the contract require the Contractor to enter an institution/facility or camp, the Contractor and any employee(s) and/or subcontractor(s) shall be made aware of and shall abide by the following laws, rules and regulations governing conduct in associating with prison inmates or wards:

- a. Persons who are not employed by CDCR, but are engaged in work at any institution/facility or camp must observe and abide by all laws, rules and regulations governing the conduct of their behavior in associating with prison inmates or wards. Failure to comply with these guidelines may lead to expulsion from CDCR institutions/facilities or camps.

SOURCE: California Penal Code (PC) Sections 5054 and 5058; California Code of Regulations (CCR), Title 15, Sections 3285 and 3415, and California Welfare and Institutions Code (WIC) Section 1712.

- b. CDCR does not recognize hostages for bargaining purposes. CDCR has a "NO

HOSTAGE" policy and all prison inmates, wards, visitors, and employees shall be made aware of this.

SOURCE: PC Sections 5054 and 5058; CCR, Title 15, Section 3304 and 4603; WIC Section 1712.

- c. All persons entering onto institution/facility or camp grounds consent to search of their person, property or vehicle at any time. Refusal by individuals to submit to a search of their person, property, or vehicle may be cause for denial of access to the premises.

SOURCE: PC Sections 2601, 5054 and 5058; CCR, Title 15, Sections 3173, 3177, 3288, 4696, and 4697; WIC 1712.

- d. Persons normally permitted to enter an institution/facility or camp may be barred, for cause, by the CDCR Director, Warden, and/or Regional Parole Administrator.

SOURCE: PC Sections 5054 and 5058; CCR, Title 15, Section 3176 (a) and 4696; WIC Section 1712.

- e. It is illegal for an individual who has been previously convicted of a felony offense to enter into CDCR adult institutions/facilities or camps, or youth institutions/facilities or camps in the nighttime, without the prior approval of the Warden or officer in charge. It is also illegal for an individual to enter onto these premises for unauthorized purposes or to refuse to leave said premises when requested to do so. Failure to comply with this provision could lead to prosecution.

SOURCE: PC Sections 602, 4570.5 and 4571; CCR, Title 15, Sections 3173 and 3289; WIC Section 1001.7.

- f. Encouraging and/or assisting prison inmates to escape, is a crime. It is illegal to bring firearms, deadly weapons, explosives, tear gas, drugs or drug paraphernalia on CDCR institutions/facilities or camp premises. It is illegal to give prison inmates or wards firearms, explosives, alcoholic beverages, narcotics, or any drug or drug paraphernalia, including cocaine or marijuana. It is illegal to give wards sex oriented objects or devices, and written materials and pictures whose sale is prohibited to minors.

SOURCE: PC Sections 2772, 2790, 4533, 4535, 4550, 4573, 4573.5, 4573.6 and 4574; WIC Section 1152, CRR, Title 15, sections 4681 and 4710; WIC Section 1001.5.

- g. It is illegal to give or take letters from inmates or wards without the authorization of the Warden or officer in charge. It is also illegal to give or receive any type of gift and/or gratuities from prison inmates or wards.

SOURCE: PC Sections 2540, 2541 and 4570; CCR, Title 15, Sections 3010, 3399, 3401, 3424, 3425 and 4045; WIC Section 1712.

- h. In an emergency situation the visiting program and other program activities may be suspended.

SOURCE: PC Section 2601; CCR, Title 15, Section 3383, 4002.5 and 4696.

- i. For security reasons, visitors must not wear clothing that in any way resembles state issued prison inmate or ward clothing (blue denim shirts, blue denim pants).

SOURCE: CCR, Title 15, Section 3174 (b) (1) and 4696.

- j. Interviews with SPECIFIC INMATES are not permitted. Conspiring with an inmate to circumvent policy and/or regulations constitutes a rule violation that may result in appropriate legal action. Interviews with individual wards are permitted with written consent of each ward if he is 18 years of age or older, or with written consent of a parent, legal guardian, or committing court, if 17 years of age or younger.

SOURCE: CCR, Title 15, Sections 3261.5, 3315 (a) (3) (X), and 3177 and 4700(a)(1).

28. Clothing Restrictions

While on institution grounds, Contractor and all its agents, employees, and/or representatives shall be professionally and appropriately dressed in clothing distinct from that worn by inmates at the institution. Specifically, blue denim pants and blue chambray shirts, orange/red/yellow/white/chartreuse jumpsuits and/or yellow rainwear shall not be worn onto institution grounds, as this is inmate attire. Contractor should contact the institution regarding clothing restrictions prior to requiring access to the institution to assure the Contractor and their employees are in compliance.

29. Tobacco-Free Environment

Pursuant to Penal Code Section 5030.1, the use of tobacco products by any person on the grounds of any institution or facility under the jurisdiction of the Department of Corrections and Rehabilitation is prohibited.

30. Prison Rape Elimination Policy

CDCR is committed to providing a safe, humane, secure environment, free from sexual misconduct. This will be accomplished by maintaining a program to ensure education/prevention, detection, response, investigation and tracking of sexual misconduct and to address successful community re-entry of the victim. The CDCR shall maintain a zero tolerance for sexual misconduct in its institutions, community correctional facilities, conservation camps and for all offenders under its jurisdiction. All sexual misconduct is strictly prohibited.

As a contractor with the CDCR, you and your staff are expected to ensure compliance with this policy as described in Department Operations Manual, Chapter 5, Article 44.

31. Security Regulations

- a. Unless otherwise directed by the entrance gate officer and/or Contract Manager, the Contractor, Contractor's employees and subcontractors shall enter the institution through the main entrance gate and park private and nonessential vehicles in the designated visitor's parking lot. Contractor, Contractor's employees and subcontractors shall remove the keys from the ignition when outside the vehicle and all unattended vehicles shall be locked and secured while on institution grounds.

- b. Any State- and Contractor-owned equipment used by the Contractor for the provision of contract services, shall be rendered temporarily inoperative by the Contractor when not in use, by locking or other means unless specified otherwise.
- c. In order to maintain institution safety and security, periodic fire prevention inspections and site searches may become necessary and Contractor must furnish keys to institutional authorities to access all locked areas on the worksite. The State shall in no way be responsible for Contractor's loss due to fire.
- d. Due to security procedures, the Contractor, Contractor's employees and subcontractors may be delayed at the institution vehicle/pedestrian gates and sally ports. Any loss of time checking in and out of the institution gates and sally ports shall be borne by the Contractor.
- e. Contractor, Contractor's employees and subcontractors shall observe all security rules and regulations and comply with all instructions given by institutional authorities.
- f. Electronic and communicative devices such as pagers, cell phones and cameras/microcameras are not permitted on institution grounds.
- g. Contractor, Contractor's employees and subcontractors shall not cause undue interference with the operations of the institution.
- h. No picketing is allowed on State property.

32. Gate Clearance

Contractor and Contractor's employee(s) and/or subcontractor(s) must be cleared prior to providing services. The Contractor will be required to complete a Request for Gate Clearance for all persons entering the facility a minimum of ten (10) working days prior to commencement of service. The Request for Gate Clearance must include the person's name, social security number, valid state driver's license number or state identification card number and date of birth. Information shall be submitted to the Contract Liaison or his/her designee. CDCR uses the Request for Gate Clearance to run a California Law Enforcement Telecommunications System (CLETS) check. The check will include Department of Motor Vehicles check, Wants and Warrants check, and Criminal History check.

Gate clearance may be denied for the following reasons: Individual's presence in the institution presents a serious threat to security, individual has been charged with a serious crime committed on institution property, inadequate information is available to establish positive identity of prospective individual, and/or individual has deliberately falsified his/her identity.

All persons entering the facilities must have a valid state driver's license or photo identification card on their person.



REPORT TO THE CITY COUNCIL

Council Meeting of April 28, 2015

Agenda Section:	<u>New Business</u>
SUBJECT:	Authorize the Release a Request for Qualifications for Design Services in the Veterans Memorial Park Amphitheater Project
Prepared By:	<u>Craig Locke, Public Works Director/City Engineer</u>
Approved By:	<u>Carolyn Lehr, Interim City Administrator</u>

RECOMMENDATION:

Authorize the City Engineer to release the Request for Qualifications and select a qualified consultant from the submittals received.

HISTORY / BACKGROUND:

The City applied for the Land and Water Conservation Fund Grant in January 2014 for Veterans Memorial Park Amphitheater Construction Project totaling \$150,000 (\$75,000 Grant funds and (\$75,000 City Match).

On September 3, 2014, the State of California Natural Resources Agency, Dept. of Parks and Recreation notified the City that they had been selected. The then City entered into a Deed Restriction on the parcel to ensure continued beneficial use and performed all necessary actions to comply with the grant conditions.

Staff is now prepared distribute a Request for Qualifications and identify a consultant to provide the design for the project.

FINANCIAL IMPACT:

\$75,000 is encumbered by the signing of contract C8957010 (Federal Trust Fund), City financial impact a 50-50 matches up to a maximum of \$75,000 (local match).

ATTACHMENTS:

Resolution

Form of the RFQ for Veterans Memorial Park Amphitheater Design

COUNCIL RESOLUTION # -15

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHOWCHILLA AUTHORIZING THE RELEASE A REQUEST FOR QUALIFICATIONS FOR DESIGN SERVICES IN THE VETERANS MEMORIAL PARK AMPHITHEATER PROJECT

WHEREAS, The City applied for the Land and Water Conservation Fund Grant in January 2014 for Veterans Memorial Park Amphitheater Construction Project totaling \$150,000

WHEREAS, On September 3, 2014, the State of California Natural Resources Agency, Dept. of Parks and Recreation notified the City that they had been selected; and

WHEREAS, In January 2015, the City entered into a Deed Restriction on the parcel to ensure continued beneficial use and performed all necessary actions to comply with the grant conditions; and

WHEREAS, City staff has worked diligently to prepare a Request for Qualifications to identify a consultant to provide the design for the project.

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

1. The City Engineer is authorized to release the Request for Qualifications and select a qualified consultant from the submittals received.

* * * * *

PASSED AND ADOPTED by City Council of the City of Chowchilla this 28th day of April 2015 by the following vote to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

John Chavez, Mayor

ATTEST:

Joann McClendon
Deputy City Clerk

CITY OF CHOWCHILLA CALIFORNIA



REQUEST FOR QUALIFICATIONS

Design and Architectural Engineering Services for the Veterans Memorial Park Outdoor Performance Stage

DATE ISSUED: May 4, 2015

PROPOSALS DUE: June 10, 2015

SUBMIT TO: City Clerk
City of Chowchilla
130 S. Second Street
Chowchilla, CA 93610

REFER QUESTIONS TO: Craig Locke
City Engineer & Director of Public Works
Public Works

REQUEST FOR QUALIFICATIONS

Design and Architectural Engineering Services for the Veterans Memorial Park Outdoor Performance Stage

SECTION I – GENERAL INFORMATION

I-1. Request for Qualifications

The City of Chowchilla invites qualified firms or individuals to provide design and architectural engineering services for the Veterans Memorial Park outdoor performance stage based upon the scope of work contained in this Request for Qualifications (RFQ). The intent is to select one firm to provide services. Proposers responding to the RFQ should have a demonstrated experience in key topic areas, described in this document, along with demonstrated experience collaborating with municipalities and community groups on similar projects.

I-2. Tentative Project Milestones

RFQ Issued	May 4, 2015
Proposals Due	June 10, 2015
Contract Award	July 14, 2015
30% Plans	September 16, 2015
Final Design	December 1, 2015
Begin Construction	April 4, 2016
Complete Construction	May 13, 2016

I-3. Official Contacts

Questions regarding the scope of services must be directed to:

Project Manager
Jaspreet Mangat, Engineer I
(559)665-8615, ext 307
E-mail: jmangat@ci.chowchilla.ca.us

Craig Locke, City Engineer & Director of Public Services
(559)665-8615, ext 300
E-mail: clocke@ci.chowchilla.ca.us

i-4. Proposal Due Date

Three (3) print copies of the proposal must be delivered to the City Clerk’s Office, City of Chowchilla, 130 S. Second Street, Chowchilla, CA 93610, no later than June 10, 2015 at 4:00pm local time. Facsimile or electronically transmitted proposals will not be accepted. Late proposals will be kept by the City, but not considered for award. Proposals must be sealed and clearly addressed and marked with the RFQ title.

Any proposal may be withdrawn at any time before the “Proposals Due” date and time, by providing a written request for the withdrawal of the proposal to the City Clerk’s Office. A duly authorized representative of the firm shall execute the request. Withdrawal of a proposal will not prejudice the right of the proposer to file a new proposal.

REQUEST FOR QUALIFICATIONS

Design and Architectural Engineering Services for the Veterans Memorial Park Outdoor Performance Stage

I-5. Plan Holders List

It is recommended that interested firms contact the Project Manager as soon as they begin their review of the RFQ and ask to be placed on the Plan Holders List. Doing so will help ensure that potential proposers have the latest available information that could be useful in the development of a proposal, particularly if any addenda for the project are released.

I-6. Addenda

The City may modify the RFQ at any time prior to the RFQ due date. It is recommended that proposers periodically check the City web site at www.ci.chowchilla.ca.us/bids for any posted addenda. Proposers who have submitted proposals prior to the due date will also be notified through their contact information provided with their proposal. Addenda will be numbered consecutively. Verbal modifications to the RFQ specifications shall not be binding upon the City.

I-7. Irregularities

The City reserves the right to waive any non-material irregularities or information in the RFQ or in any proposal.

I-8. Incurred Costs

The City is not liable for any costs incurred by a proposer in the preparation and/or presentation of a proposal.

I-9 Equal Opportunity Policy for Contractors

The City of Chowchilla requires all proposers to comply with the City's equal opportunity practices that all programs, services, employment opportunities, and volunteer positions and contracts are open to all persons without regard to race, religion, color, national origin, sex, age, marital status, handicap, or political affiliation.

I-10. City Business License

The selected proposer will be required to obtain a City Business License.

SECTION II – PROPOSAL FORM AND CONTENT

II-1 Proposal Submittal

Proposals shall be prepared simply and economically, providing a straightforward, concise description of the proposer's capabilities to satisfy the requirements of the RFQ, and should be easily reproducible. Emphasis should be on completeness and clarity of content and cost effectiveness of the proposal.

REQUEST FOR QUALIFICATIONS

Design and Architectural Engineering Services for the Veterans Memorial Park Outdoor Performance Stage

All pages of the proposal must be numbered consecutively. The proposal shall not exceed **25** pages in length. The proposal must be organized in accordance with the list of proposal contents.

Proposers are encouraged to improve upon the tasks, work items, or other elements described in this RFQ. However, prior to developing a proposal based on significant changes to the scope, proposers may wish to check with the City's Project Manager to ensure that the City views the changes as desirable improvements.

II-2 Proposal Form and Content

Proposals should minimally include the following items in their proposals. All items must fall within the maximum page count.

- A. All proposals must include a cover letter addressed to City Clerk's Office, City of Chowchilla, 130 S. Second Street, Chowchilla, CA 93610 and signed by a duly constituted official legally authorized to bind the applicant to the proposal. The cover letter must include name, address, and telephone number of the proposer submitting the Proposal and the name, title, address, telephone number, FAX number and email address of the person, or persons to contact whom are authorized to represent the proposer and to whom correspondence should be directed.

- B. Table of Contents

Include a clear identification of the material by section and by page number.

- C. Executive Summary

The proposer may use this section to introduce the proposal or to summarize the key provisions of the Proposal.

- D. Statement of Understanding

The proposer shall include a detailed statement of understanding of the project.

- E. Project Team and Qualifications
 - 1. List the Project Manager and all key personnel (including sub-consultants) and management to be utilized for the work. Include a description of education, certificates or licenses, professional background, experience, skills, expertise and training for the type of services required. Resumes should primarily include project experience relevant to the scope of work outlined in this RFQ.

 - 2. Provide a statement of experience of the Firm, Project Manager and all key personnel (including sub-consultants) with work of a similar nature, including references of former clients.

REQUEST FOR QUALIFICATIONS

Design and Architectural Engineering Services for the Veterans Memorial Park Outdoor Performance Stage

3. Provide a statement describing the capability to complete all phases of the Project within the time schedule.

F. Project Approach

The completion of the project according to the agreed upon schedule is very important and a priority will be given to clearly identifying, tracking, and ensuring that all tasks associated with these milestones are met or achieved ahead of the deadlines. Include the following information. The City expects to review the project plans, specifications and cost estimates when they are 30% complete, 60% complete and 90% complete. The final design including all the submittals shall be completed in accordance to the Tentative Project Milestones.

1. A detailed explanation of proposer's approach to the work and the techniques the proposer expects to use. This should include an explanation of any modifications of the work items and scope of work presented in this RFQ.
2. Describe how you would propose to use City personnel, if at all, to assist you during the project and indicate the approximate time requirement.
3. Please provide any additional information about proposer's project approach that would be beneficial to the selection committee.
4. Outline a work plan and related time schedule for each significant segment of the work.

G. Similar Project Examples and References

The proposal should include a listing of projects that are similar, or that can support the proposer's abilities, to the fulfill the type of project requested in this RFQ. At a minimum, the listing should include project title, project location, Project Manager contact information and range of project budget, and any other information that could be useful during the evaluation process.

Samples of previous project products can be submitted, are not subject to the maximum page limitation, and may be reviewed by the evaluation team, but will not be scored.

H. Additional Information

Any other information that the proposer feels applicable to the evaluation of the proposal or of their qualification for accomplishing the project should be included in this section. You may use this section to address those aspects of your services that distinguish your firm from other firms.

REQUEST FOR QUALIFICATIONS

Design and Architectural Engineering Services for the Veterans Memorial Park Outdoor Performance Stage

SECTION III – BACKGROUND & SCOPE OF WORK

III-1. Project Description

The City of Chowchilla received a Land and Water Conservation Fund Grant from the State of California Department of Parks and Recreation to construct an outdoor performance stage in the City's Veterans Memorial Park. The Veterans Memorial Park is the first park in the City that was set aside with the founding settlement that dates back to the early 1900's.

III-2. Project Location

The Veterans Memorial Park is located at the North 600 block of West Robertson Boulevard (CA SR233) between 6th Street and 7th Street (See Exhibit A). The 2.1 acre park is centrally located in the community and is generally referenced as the southern entry point into the downtown business area. The park is surrounded by residential neighborhood elements on three sides and the main thoroughfare on the fourth.

The treed park provides users with a shaded respite for principally passive recreation pursuits such as picnicking, gatherings, music concerts, outdoor movies, classic car show, and holiday events. The outdoor performance stage is intended to become a focal point of community events and serve as an amenity to help the City of Chowchilla with the place-making efforts for invigorating the downtown, while also complementing the surrounding amenities of the park and adjacent neighborhoods.

The proposed location of the outdoor performance stage is in the northeast quadrant of the park near the intersection of Kings Avenue and 6th Street (See Exhibit B). The City of Chowchilla has defined some rudimentary components but not a specific design for the outdoor performance stage. It will be important that the design provides sufficient elevated surface to properly accommodate the setup arrangements of performers, instruments and associated equipment and meet ADA accessibility requirements. Design elements must take into consideration the extreme summer and wet weather conditions and be of materials to withstand intentional and unintentional wear and tear. Further, the design is to blend with the other park elements and not negatively impact the atmosphere of the park, and to also not detract from the adjacent residences. Consideration should be given to maximize the audience experience connectivity to, and appreciation of, those activities and presentations that will occur on the performance stage.

III-3. Existing Facilities

Existing facilities in the Veterans Memorial Park include a canopy of old-growth trees, a fenced 8,500 sq. ft. playground area, a freestanding restroom structure, two picnic pavilions with picnic tables, and park benches along meandering sidewalks around and through the park. Vehicle parking is accommodated with parallel curb parking on Robertson Boulevard and Kings Street, and angled parking on 6th Street and on 7th Street (S Exhibit B). The entire park boundary is considered an entry point for pedestrians.

REQUEST FOR QUALIFICATIONS

Design and Architectural Engineering Services for the Veterans Memorial Park Outdoor Performance Stage

III-4. Scope of Services

- A. The City intends the selected firm to provide the following services:
1. Attend conferences with City staff to detail the scope of the project;
 2. Provide creative input on concepts and design details of the project.
 3. Prepare a preliminary design of the project, detailed construction plans and specifications and a final cost estimate based on the final detailed design for the project and contract documents and specifications in conformance with all State, Federal and local requirements and standards, including National Resources Agency-Department of Parks and Recreation Land and Water Conservation Fund Grant requirements, general provisions and project assurances and including National Park Service guidelines;
 4. All preliminary and final documents, plans and specifications shall be subject to City approval;
 5. Coordinate with other agencies during permitting process and perform required studies and related work;
 6. Assist the City in the construction bidding process;
 7. Assist the City in the construction process including, attend the pre-construction meeting, construction project agreement, project review and monitor process, including project change orders, and inspections, etc.;
- B. All architectural and engineering contracts for construction plans and specifications shall require that the plans and specifications fulfill the following requirements.
1. Be prepared by persons licensed by the State of California to undertake the type of design work required by the project (engineer's/architect's certificate number to be appear on construction contract design documents);
 2. The facility be designed to comply with all current accessibility requirements.;
 3. Provide two (2) print versions, and two digital versions (one (1) .pdf and one (1) .dwg) of the detailed project plans, specifications, and contract documents for use by the City. Additional copies of the detailed plans, specification and contract shall be provided as required by the licensed contractors for bidding the project. The cost of the preparation of additional copies of the detailed plans, specification and contract documents shall be charged to the contractor;
 4. All the documents produced will become property of the City;

REQUEST FOR QUALIFICATIONS

Design and Architectural Engineering Services for the Veterans Memorial Park Outdoor Performance Stage

III-5. Selection Procedure

A committee from the City will review and evaluate the proposals and determine a list of the more qualified firms as finalists.

Written proposals will be evaluated based on the following criteria:

- Project personnel..... 10 Points
- Experience in design of similar projects..... 10 Points
- Approach to work tasks and schedule 10 Points

III-6. Fee Determination

The final compensation amount for the project will be negotiated with the highest rated firm after the selection process is completed. In the event negotiations fail with the firm, the City will terminate the negotiations and commence negotiations with the next ranked firm. This process shall continue until an agreement is reached on a fair and equitable fee.

III-7. Estimated Project Costs

The City anticipates the total project costs, including design and construction, to be between \$110,000 and \$140,000.

III-8. Attachments

- Exhibit A: Project Location Map
- Exhibit B: Preliminary Site Plan
- Exhibit C: Sample Agreement



REPORT TO THE CITY COUNCIL

Council Meeting of April 28, 2015

Agenda Section:	<u>New Business</u>
SUBJECT:	Council Approval of First Amendment to Contract with Carolyn Lehr for Interim City Administrator Services
Prepared By:	<u>Laura L. Crane, City Attorney</u>
Approved By:	<u>Carolyn Lehr, Interim City Administrator</u>

RECOMMENDATION:

Staff recommends the Council approve the attached First Amendment to the Contract with Carolyn Lehr for Interim City Administrator Services to extend the term of the agreement.

HISTORY / BACKGROUND:

On November 18, 2014, the City and Carolyn Lehr entered into an agreement titled "Agreement Between the City of Chowchilla and Carolyn R. Lehr for Interim City Administrator Services" ("Original Agreement"). The Original Agreement provided that it should naturally terminate on the earlier of April 30, 2015, fourteen days after a permanent City Administrator begins work for the City of Chowchilla, the date the Original Agreement was terminated, or a date mutually agreed upon in a writing signed by the parties. A permanent City Administrator will not begin working for the City of Chowchilla prior to April 30, 2015. Staff therefore recommends the Original Agreement be extended to terminate on the earlier of June 30, 2014, seven days after a permanent City Administrator begins work for the City of Chowchilla, the date this Agreement is formally terminated, or a date mutually agreed upon in a writing signed by the parties. Staff does not recommend any other changes to the terms of the Original Agreement.

FINANCIAL IMPACT:

This amendment does not affect the financial terms of the Original Agreement. The financial terms of the Original Agreement were within those budgeted for the 2014-2015 fiscal year.

ATTACHMENTS:

Resolution
Contract Amendment

CITY RESOLUTION # -15

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHOWCHILLA APPROVING AN AMENDMENT TO THE CITY'S CONTRACT WITH COTA COLE LLP TO PROVIDE SPECIALIZED CODE ENFORCEMENT LEGAL SERVICES

WHEREAS, the City of Chowchilla contracted for city attorney legal services with the law firm Cota Cole LLP in an agreement dated July 1, 2011 and titled "City of Chowchilla City Attorney Services Agreement" (hereinafter the "City Attorney Contract").

WHEREAS, the City Attorney Contract provides that litigation matters will be separately billed at the rate of \$190.00 per hour by the lead attorney.

WHEREAS, the City recognizes the benefits that come from an effective and efficient code enforcement program and desire to implement such a program in the City of Chowchilla.

WHEREAS, Cota Cole LLP is willing and able to provide specialized code enforcement services at the agreed upon rate of \$190.00 per hour. However, an amendment to the City Attorney Contract is required to accommodate the City's desire for deferred billing for certain receivership matters and to accommodate travel time for such specialized code enforcement services.

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

1. The above recitals are true.
2. The City Council hereby approves and adopts the attached Amendment to City of Chowchilla City Attorney Services Agreement.

PASSED AND ADOPTED by City Council of the City of Chowchilla this 28th day of April 2015 by the following vote to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

John Chavez, Mayor

ATTEST:

Joann McClendon
Deputy City Clerk

**FIRST AMENDMENT TO AGREEMENT BETWEEN
THE CITY OF CHOWCHILLA AND CAROLYN R. LEHR
FOR INTERIM CITY ADMINISTRATOR SERVICES**

This First Amendment (“First Amendment”) to the Agreement Between the City of Chowchilla and Carolyn R. Lehr for Interim City Administrator Services is made and entered into by and between the City of Chowchilla (“City”) and Carolyn Lehr (“Interim City Administrator”) effective as of May 1, 2015 (the “Effective Date”).

RECITALS

A. On November 18, 2014, the City and Interim City Administrator entered into an agreement titled “Agreement Between the City of Chowchilla and Carolyn R. Lehr for Interim City Administrator Services” (“Original Agreement”). The Original Agreement provided that it should naturally terminate on the earlier of April 30, 2015, fourteen days after a permanent City Administrator begins work for the City of Chowchilla, the date this Agreement is terminated pursuant to Section 4, or a date mutually agreed upon in a writing signed by the parties.

B. A permanent City Administrator will not begin working for the City of Chowchilla prior to April 30, 2015. The City and City Administrator therefore desire to extend the term of the Original Agreement by way of this First Amendment.

AMENDMENT

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and Interim City Administrator agree as follows:

1. **Recitals.** The recitals stated above are true and correct and incorporated into this First Amendment.

2. **Section 1.1 “Term of Services”.** Section 1.1 of the Original Agreement titled “Term of Services” is deleted in its entirety and replaced with the following:

“1.1 **Term of Services.** The term of this Agreement shall begin on November 19, 2014 and shall end on the earlier of June 30, 2014, seven days after a permanent City Administrator begins work for the City of Chowchilla, the date this Agreement is terminated pursuant to Section 4, or a date mutually agreed upon in a writing signed by the parties. Interim City Administrator expressly waives and disclaims any right to any pre-termination or post-termination notice and/or hearing.”

3. **Restatement.** Except as amended herein, all other terms and conditions of the Original Agreement shall remain in full force and effect and are hereby restated.

4. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

The parties have executed this First Amendment as of the Effective Date.

CITY

INTERIM CITY ADMINISTRATOR

City of Chowchilla, a municipal corporation
of the State of California

By: _____
John Chavez, Mayor

Carolyn Lehr

ATTEST:

Joann McClendon, Deputy City Clerk



REPORT TO THE CITY COUNCIL

Council Meeting of April 28, 2015

Agenda Section:	<u>New Business</u>
SUBJECT:	Request to Provide Assistance Funding for the Purchase of Inflatable Movie Screen System from the Council Contingency Fund
Prepared By:	<u>D. Martin Piepenbrok, Community Relations Manager</u>
Approved By:	<u>Carolyn Lehr, Interim City Administrator</u>

RECOMMENDATION:

Approve the request from the City's Community Relations Manager to provide assistance funding from the Council Contingency Funds in an amount up to \$7,000, to purchase an inflatable movie screen system, and authorize the City Administrator and the Finance Director to disburse the funds in accordance with the Council Contingency Funds Policy.

HISTORY / BACKGROUND:

The City Council established the Council Contingency Fund for the purpose of aiding eligible organizations to provide new and continued projects, events and cultural experiences. The Council Contingency Fund is annually capped at \$25,000. City Council has the sole discretion as to how much can be distributed, up to the limit of the funds that are available. City Council may choose to not fund a request, to fund a request for the full amount, or to fund a request for a portion of the whole amount requested, or to fund more than the original requested amount.

Section One (Application Process) of the approved Council Contingency Funds Policy, provides the opportunity for funds to be expended for municipal purposes. Specifically the policy states,

"City of Chowchilla Municipal Applications - The City Council can also initiate a grant on its own accord, or accept staff recommendations to expend funds for municipal purposes. In this case the application process would be waived, and a staff report will be substituted."

The Community Relations Manager herein requests assistance funding from the Council Contingency Fund to achieve the full amount of City monies needed to purchase an inflatable movie screen system as quickly as possible. It is estimated that the total purchase price will be between \$13,000 and \$16,000, which includes the 20ft x 11ft inflatable screen, video projection equipment, sound system, as well as the shipping costs.

To be ready to start the proposed summer Movies in the Park series on Friday, June 19, staff needs to seek proposals in accordance with the City's Procurement Policy and place the system equipment order for the inflatable movie screen system as close to May 1 as possible. This will provide the needed time (3-6 weeks) for the system to be built and shipped, and allow staff the time to setup and test the system prior to the first public show on June 19.

Working with the Finance Department, the Community Relations Manager has identified from \$9,000 to \$10,000 in the current Community Recreation Services fiscal year budget that could be reassigned toward the purchase of the inflatable movie screen system. This amount is available primarily from the Contract Services and Program Supplies accounts that will not be

fully expended prior to end of the fiscal year. This leaves a potential shortfall of between \$4,000 and \$7,000. Therefore, staff requests that City Council consider awarding up to \$7,000 from the Council Contingency Fund for the purchase, with the knowledge that staff can only expend the amount necessary to fund the total purchase cost beyond the currently available \$9,000 to \$10,000. Any unspent funds will remain assigned to the Council Contingency Fund account.

Staff will still pursue donation and sponsorship funding from the community to help offset the costs of providing all the upcoming season of events including the outdoor movies and concerts. It has been determined that this is a better avenue to follow as opposed to obtaining donations specific to the purchase of the inflatable movie screen system. This way, the sponsors and donors will receive broader acknowledgement of their contributions throughout the entire season, and in some instances, beyond. Already the Madera County Arts Council has committed \$1,100, and PG&E \$2,000, to the City's community events programs for the 2015 season. The details of the expanded sponsorship program are being developed for implementation in the next couple of weeks.

The request for assistance funding is hereby submitted for City Council consideration. Per policy, a four-fifths vote of the City Council is required to award Council Contingency Fund monies to any request.

FINANCIAL IMPACT

An amount of \$25,000 was budgeted by City Council for the Council Contingency Fund for the current fiscal year. One funding request by the Madera COPS program has been approved leaving a current balance of \$20,000 for the current fiscal year. Funding this award request of up to \$7,000 could reduce the balance to \$13,000 if the full \$7,000 is used for the inflatable movie screen system purchase. For the remainder of the current fiscal year no additional funding request applications have been received, nor are anticipated, by the City.

ATTACHMENTS

Cinebox PRO Brochure (sample vendor)
Cinebox PRO Specifications (sample vendor)
Resolution

Open Air[★] C I N E M A

THE WORLD'S PREMIERE
OUTDOOR MOVIE SYSTEMS



cineboxTM

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OPEN AIR PRO SCREENS

Open Air Pro Screens are the most impressive free-standing screens in the world. Set up is a fast and easy one-person job. Pro Screens will not deflate. They are designed to breathe. Stitched construction and constant air pressure ensure that Open Air Pro Screens will stay inflated, even if a hole were to develop. Other brands offer "captured air" screens (like an inflatable mattress), which through normal use will develop leaks, deflating mid-movie. Our quality screens will save you time, stress, and money for years to come.

1 YEAR WARRANTY
35 MPH WIND RATING
1 PERSON SET UP

INFLATABLE MATERIAL

Our 7oz PVC vinyl weft material is the most tear resistant, light weight material in its class. Rest assured that the industrial strength inflatable frame will last through many years of use.

STITCHED SEAMS

Our Stitched seams are famously strong, giving Open Air Pro Screens a 35 mph wind rating.

PROJECTION SURFACE

Seamless, wrinkle free, white projection surface provides a crisp, clear image. The projection surface is machine washable and is easily removed with the heavy duty zippers.

100% FRONT AND REAR PROJECTION

Open Air Pro Screens are 100% front and rear projection compatible. Now you can place the projector in front or behind the screen. Best of all the inflated tubes will not block any of the image when projecting from behind.

SCREEN BAG

Your Open Air Pro Screen packs tightly into a weather-proof bag for ease in transportation.

REMOVEABLE BLACKOUT BACKDROP

The removable blackout backdrop will greatly enhance the contrast and clarity of your movie when projecting from the front. It blocks all ambient light from behind the screen, thus eliminating the interference of street-lights, house lights or headlights. The backdrop also aids in keeping your projection surface clean and bright during setup and takedown.

AIR BLOWER

The quiet air blower provides constant air and inflates your screen in under one minute.

STEEL RINGS STRONG TETHERS

Anchor your Open Air Pro screen with our extra strong tethers (2,000 lbs rating per tether). Steel rings are sewn right into the screen to ensure stability even in windy conditions.

VELCRO / ZIPPER AIR VENT

Your professional outdoor movie screen deflates in seconds with our velcro zipper air vent.

FREE STANDING SCREENS

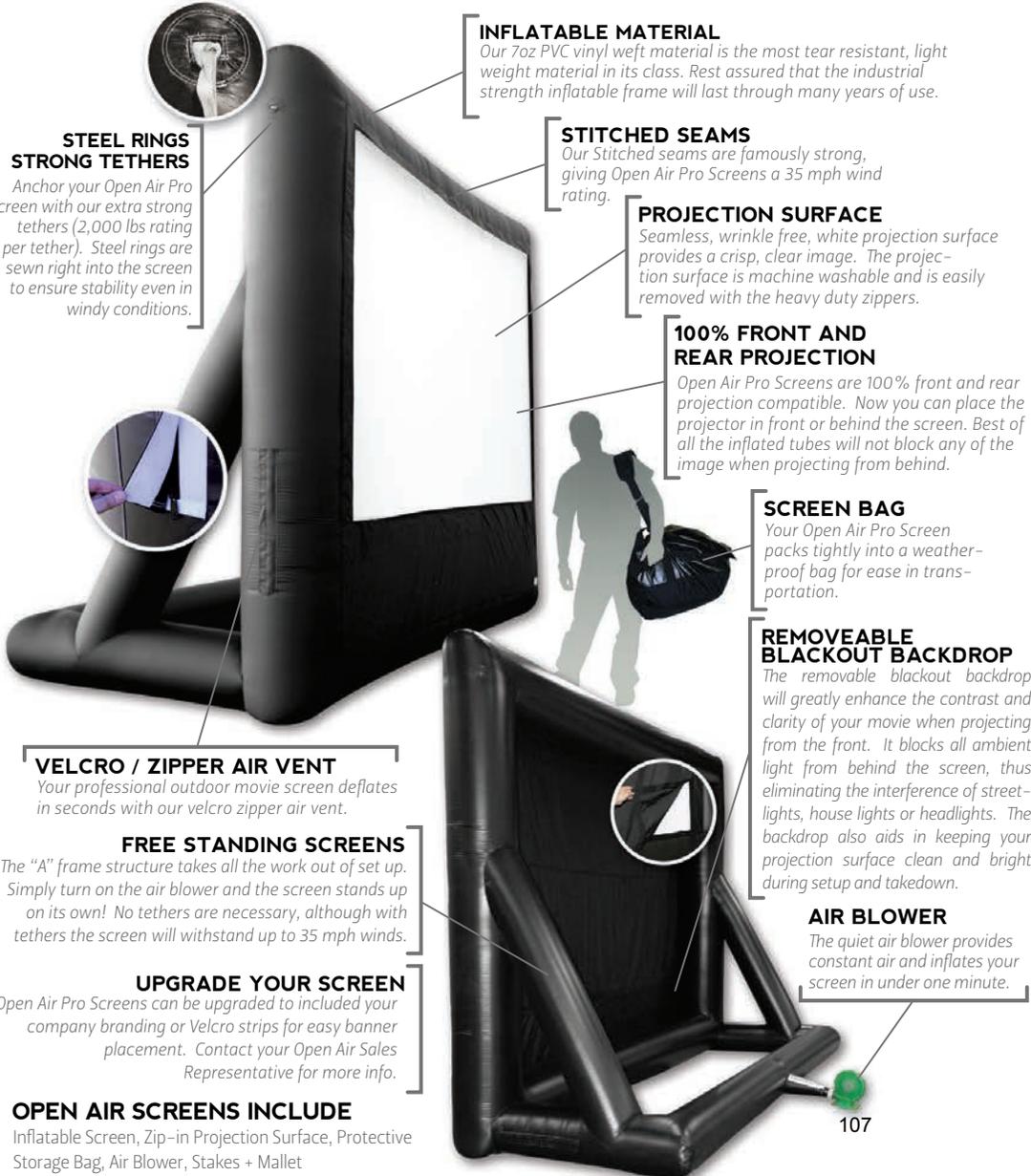
The "A" frame structure takes all the work out of set up. Simply turn on the air blower and the screen stands up on its own! No tethers are necessary, although with tethers the screen will withstand up to 35 mph winds.

UPGRADE YOUR SCREEN

Open Air Pro Screens can be upgraded to include your company branding or Velcro strips for easy banner placement. Contact your Open Air Sales Representative for more info.

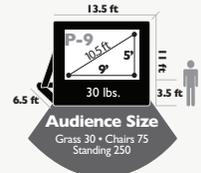
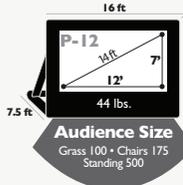
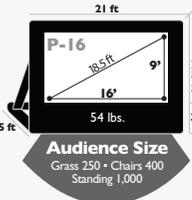
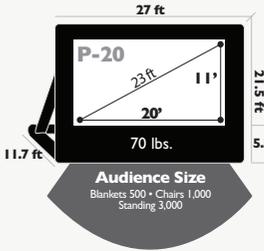
OPEN AIR SCREENS INCLUDE

Inflatable Screen, Zip-in Projection Surface, Protective Storage Bag, Air Blower, Stakes + Mallet



SCREEN OPTIONS

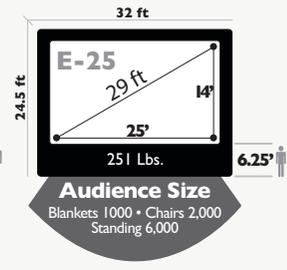
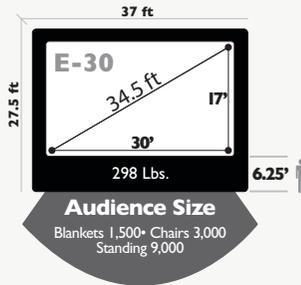
PRO SCREENS



GO LARGER

Make your CineBox Pro system even larger by combining the portability and affordability of the CineBox Pro console with the mammoth size of an Open Air Elite Screen.

ELITE SCREENS



KEY DIFFERENCES OF ELITE SCREENS

PROJECTION SURFACE DIFFERENCES

- Theatrical grade vinyl projection surface.
- Bungee attached instead of zipper attached.
- Front only standard instead of Front/Rear Standard.

INFLATABLE STRUCTURE DIFFERENCES

- No self standing base. The screen must be anchored down with tethers to stand.
- 18oz Elite material is even tougher than the 7oz Pro Material.

CINEBOX PRO EXTRAS

CINEBOX PRO EXTRAS

Only the CineBox Pro system provides everything you need to produce professional outdoor cinema events:

Included extras: power cords, speaker cords, speaker stands, bags for stands and speakers, stakes, air blower, repair kit. **Optional extras:** tarp, mallet, bag for cords, projector case

TECH SUPPORT

Our tech support is a valuable asset to your outdoor cinema event. If you or your staff requires any technical support, please call our toll-free number at 1-866-802-8202. We are ready to walk you through any issue to ensure you have a successful event.



ALL-IN-ONE CINEBOX PRO CONSOLE

CineBox Pro is an all-in-one audio/visual console with the best in pro-audio sound and outdoor video projection. Most importantly, the Audio Mixer, Media Player, Wireless Microphone, and Power are all pre-connected and ready to go. Just remove the lid, power on, and hit play!

POWER SUPPLY

Plug power cords directly into the CineBox Pro for a clean presentation.

WIRELESS MICROPHONE

Now you can MC your event from anywhere with your wireless microphone. Audience participation has never been easier.

BLU-RAY PLAYER OR GAMING CONSOLE

Play your favorite Blu-Ray disks in full HD with CineBox™ Pro. Also upgradable to OAC 3D.



PROJECTOR

The CineBox™ Pro system matches the best outdoor projector to each Open Air Screen size. You can also upgrade the projector in any package to have more lumens for an even brighter image, or larger screen, as well as for HD or 3D Projection.

COMPATIBLE

- Laptop • Video Game Console
- iPod • Television

HARD CASE

This custom and very durable hard case will keep your CineBox™ console in top shape



CINEBOX PRO SETUP

The intelligent design of CineBox™ Pro enable any new user to setup the CineBox Pro stress-free.

CINEBOX PRO PRICING

CineBox Pro prices vary according to your choice of components. Please contact us today or visit our website for competitive prices.

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PROFESSIONAL AUDIO

POWERFUL SOUND

CineBox Pro delivers the power a blockbuster movie requires yet remains portable and easy to use. CineBox Pro features active, loudspeakers from Mackie known for their portability, power and dependability. Active speakers eliminate the need for bulky amplifiers and reduce the risk of blowing your speakers. You will benefit from a wider sound dispersion with a cleaner, crisper resonance. These speakers don't clip or overheat as easily and automatically compensate for power usage as well as temperature for maximum performance.



SRM450v2
Active 12", bi-amplified
400 watts of continuous power. 40 lbs.
Paired in CineBox Pro 16 system with
16' Open Air Pro Screen and larger.



SRM350v2
Active 10", bi-amplified
200 watts of continuous power. 26 lbs.
Paired in CineBox Pro 12 system with 12'
Open Air Pro Screen.



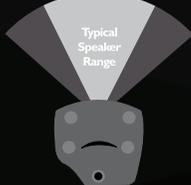
SRM150
Active, 150 watt speaker. 7.6 lbs.
Paired in CineBox Pro 9 system with
9' Open Air Pro Screen.

SPEAKER RANGE



45° Dispersion
up to 20khz

90° Dispersion up to 20khz



Typical
Speaker
Range

SPEAKER BAGS / STANDS

We provide you with a black canvas and zipper speaker bags for safe and sound transportation of your audio system.

These bags are rugged and have a wide shoulder strap keeping the load distributed evenly.



UPGRADE WITH SUBWOOFERS

Nothing says blockbuster like the deep pulse-pounding bass of Active Subwoofer Systems. 800-Watts of continuous power will capture your audience's attention and will provide your event with an extremely powerful system capable of real professional output levels.



Also available **JBL**

DISCOVER THE MAGIC OF OUTDOOR CINEMA WITH CINEBOX PRO

CineBox Pro is the most portable outdoor cinema system available today. It offers a huge inflatable movie screen and an all-in-one audio/visual console with the best in pro-audio sound and outdoor video projection. And this system can easily fit into a midsize sedan.

MILITARY BASE EVENTS

*Build base unity
Perfect events for families
Large group training
Recruiting*

PARKS AND RECREATION

*Poolside movies – drive-in-movies
Movies in the park – great for community unity
Add value to community events
Fund raisers*

RESORTS

*Poolside movies – drive-in-movies
Special event productions
Entertainment for all your guests
Movies on the beach*

PROFITABLE BUSINESS

*Produce outdoor cinema events on your own
Fun for your neighbors and friends
Add new monthly income to your wallet
Large and varied client markets*

ALSO AVAILABLE FROM OPEN AIR CINEMA



cinebox

CINEBOX ELITE

Our largest outdoor movie systems with state-of-the-art audio visuals and the ability to entertain thousands of guests at a time.



cineboxHD

CINEBOX HOME

Perfect for home and backyard use. Enjoy your favorite movies by the pool, in your backyard, or at a BBQ on the beach.



OUTDOORMOVIE.COM

When you purchase an Open Air Cinema CineBox™ Pro outdoor movie system, we'll list your events and company information on outdoormovie.com, the place where everyone goes to find listings of free outdoor movies. We stand behind our customers, and do everything we can to promote your events and to make your business or community a success.

Open Air
C I N E M A

www.openaircinema.us

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SYSTEMS PAGE ON
OPEN AIR CINEMA'S
WEBSITE



CineBox PRO 20X11 (CB-20) System

Screen:

- 20'x11' Pro Screen
- (Front / Rear projection)
- Free Standing Base
- Protective cover with handles for screen.
- Air blowers
- Screen repair kit
- (8) high tension ropes/tethers
- (4) 3.5' steel anchor stakes
- Steel sledge hammer

CineBox Console

- Pelican protective case for CineBox console
- CineBox console: custom built, pre-connected and labeled for electronic components (projector, DVD player, audio mixer, wireless microphone)
- Optoma HD projector (4500 lumens)
- DVD player
- Audio mixer
- (1 Mono Mic/Line input • 2 Stereo Line Inputs)
- Professional Wireless Microphone
- Mackie speakers & speaker bags (Active, Bi-Amplified, 450 watts continuous power each)
- Professional speaker stands
- 50' XLR Speaker cables
- Extension power cords

Essential Extras

- Tech support
- Bags for all equipment
- Individual component manuals

Shipping and Handling

- Delivery time is 3 – 6 weeks from time of order

COUNCIL RESOLUTION # -15

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHOWCHILLA TO APPROVE THE AWARD OF UP TO \$7,000.00 FROM THE COUNCIL CONTINGENCY FUND TO ASSIST THE CITY OF CHOWCHILLA WITH THE PURCHASE OF AN INFLATABLE MOVIE SCREEN SYSTEM

WHEREAS, the City Council has established a Council Contingency Fund for the purpose of aiding eligible organizations in providing new and continued projects, events and cultural experiences.; and

WHEREAS, the Council Contingency Fund is capped at \$25,000 per year; and

WHEREAS, City Council has the sole discretion as to how much can be distributed in a single grant, up to the limit of the funds available in the Contingency Fund; and

WHEREAS, the Council Contingency Fund Policy provides that the City Council can initiate a grant on its own accord, or accept staff recommendations to expend funds for municipal purposes; and

WHEREAS, to create a new Movies in the Park community event series the City of Chowchilla would like to purchase an inflatable movie screen system; and

WHEREAS, the City of Chowchilla staff have identified current Community Recreation Services fiscal year budget funds to reassign toward the purchase of the inflatable movie screen system, but the amount is less than the total amount needed for the purchase; and

WHEREAS, the City of Chowchilla through the Community Relations Manager has submitted a staff report requesting assistance funding from the Council Contingency Fund in the amount of up to \$7,000.00 to complement existing budget funds to purchase an inflatable movie screen system; and

WHEREAS, the City Council has reviewed the staff report request for funding from the Council Contingency Fund;

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

1. The City Council approves the request to award assistance funding of up to \$7,000.00 from the Council Contingency Funds for the purchase of the inflatable movie screen system; and
2. The City Council authorizes the City Administrator and the Finance Director to disburse the funds in accordance with the Council Contingency Funds Policy.

PASSED AND ADOPTED by City Council of the City of Chowchilla this 28th day of April 2015 by the following vote to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

John Chavez, Mayor

ATTEST:

Joann McClendon
Deputy City Clerk

To: Carolyn Lehr

Subject: FW: IMPORTANT - Central Valley Elected Officials Letter to Governor Brown-Due by Friday May 1, 2015

From: Patricia Taylor

Sent: Tuesday, April 21, 2015 11:48 AM

To: 'Poythress, Robert L'; 'jchavez@ci.chowchilla.ca.us'

Cc: 'Sonia Alvarez'; 'cityclerk@ci.chowchilla.ca.us'

Subject: FW: IMPORTANT - Central Valley Elected Officials Letter to Governor Brown-Due by Friday May 1, 2015

Mayor Poythress and Mayor Chavez,

Please review the email request below and attached letter from Tony Boren, Executive Director, Fresno COG. The email is addressed to the COG Director's regarding the gathering of signatures for a joint letter to Governor Brown. The letter to Governor Brown documents the concerns the Valley is experiencing related to the drought/water restrictions and further requests the environmental sector to incur the same 25% reductions that all of the other water users throughout the state are facing. Apparently, the environmental sector has not been requested to take any cuts or reductions. The COGs are requested to collect electronic signatures from the Mayor's in our respective counties in order to streamline the collection of signatures. If you are interested in signing on to the letter, please provide me with your electronic signature. Attached is a signature sheet...please sign and scan back to me. If you do not wish to sign the letter, please let me know as well.

Thanks you,
Tricia

Patricia Taylor, Executive Director
Madera County Transportation Commission
2001 Howard Road, Suite 201
Madera, California 93637
(559) 675-0721 extension 13
(559) 675-9328 fax
patricia@maderactc.org



April 17, 2015

The Honorable Jerry Brown
Governor, State of California
State Capitol
Suite 1173
Sacramento, California 95814

Re: Is This Our California?

Dear Governor Brown:

As elected and appointed public officials from the San Joaquin Valley, we are writing because this drought and government's management of limited water supplies has severely jeopardized the health and safety of the people we serve. Specifically we want you to know about the deteriorating human condition in our communities. Emergency food distribution and bottled water funding resulting from the legislation you signed into law on March 27, 2015 is appreciated but what we really need is a water supply that creates jobs.

On April 2 at a press conference at Selma City Hall in Fresno County, twenty of us talked about this problem, one which is growing worse by the day. The Valley's east and west sides are enduring zero surface water allocations for the second consecutive year. This cannot continue!

Our collective job is to address the needs of our constituencies as best we can. That includes the delivery of water which we believe can occur through more balanced decision making and better management of the water we have. We must keep people employed and a roof over their heads. If we don't, this economic and social catastrophe will scar California for years to come.

Here is just a little of what we are seeing. A myriad of health and safety dilemmas is quickly expanding beyond the limited abilities and resources of local government. Food lines have become commonplace. Domestic violence is on the rise. So are other law enforcement problems, such as theft and drugs. Large numbers of families have been forced out of their homes. Educational opportunities for our children are declining.

The lack of jobs is only part of the problem. The surface water deficit has created a huge over-reliance on groundwater use resulting in damaged aquifers, and failed wells at rural residences, farms, and in some communities with no water supply at all.

Of course, none of us can miraculously make it rain but we look to you, the Legislature and other public officials to do everything possible to keep conditions from getting worse which we think can be accomplished. There are sources of available water that could be put to the beneficial use of people.

For instance, North state reservoir storage in 2015, while still far below average, is substantially improved over what it was in the early spring of 2014. Much of this water is not being allocated to human uses but instead is being reserved for other purposes later in 2015 such as temperature control and other means of benefitting salmon, delta smelt and other endangered species. There are also questions about amounts of this water being set aside to counter saltwater intrusion in the Delta.

In your recent executive order in which you imposed a new 25% water-use reduction on urban customers, reductions in environmental consumption of water were not mentioned. In this fourth year of drought, all users of water must share in the shortage. Environmental water supplies could and should be curtailed up to the 25% level imposed on municipal uses. Environmental interests simply have to be as responsible in managing and accounting for water usage as is everyone else in California.

In raising these examples, we are not suggesting that environmental issues be ignored but we are asking whether available water is being managed in the most efficient and appropriate way possible. In our view, if this is done, there would be additional water that could be moved to the Valley. We are asking that you make this happen now.

Finally, Governor, we cannot accept that this terrible situation is our California. We must meet with you immediately to find a more caring, socially responsible pathway.

In order to coordinate communications with you, please respond to Robert Silva, Mayor, City of Mendota at 643 Quince Street, Mendota, CA 93640 rsilva@ci.mendota.ca.us or call 559-630-0861.

Sincerely,

A handwritten signature in black ink, appearing to read "Paul Rodriguez", written over a horizontal line.

Paul Rodriguez, Chair
California Latino Water Coalition

cc: Members, California State Legislature
Members, California State Water Resources Control Board
Secretary, California Natural Resources Agency
Secretary, California Department of Food and Agriculture
Secretary, California Environmental Protection Agency
Secretary, California Health and Human Services Agency
Attorney General, California Department of Justice
Superintendent, California Department of Education
Director, California Department of Water Resources
Director, California Department of Fish and Wildlife
United States Senator Dianne Feinstein
United States Senator Barbara Boxer
Congressman Kevin McCarthy
Congressman Devin Nunes
Congressman David Valadao
Congressman Jim Costa
Congressman Jeff Denham
Secretary, United States Department of the Interior
Secretary, United States Department of Commerce

Attachments

IS THIS OUR CALIFORNIA?



IS THIS OUR CALIFORNIA?



Robert L. Poythress, Mayor, City of Madera

John Chavez, Mayor, City of Chowchilla