



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

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

May 26, 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 listed on the closed session agenda only. It is recommended that speakers limit their comments to no more than 3 minutes each. Speakers are asked to please use the microphone and provide their name for the record. Any handouts should be provided to the City Clerk/Board Clerk who will distribute them to the Council/Agency Board and 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. CONFERENCE WITH LEGAL COUNSEL – Existing Litigation, Gov. Code Section 54956.9 (d)(1) Number of Cases: 1

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

- 2. CONFERENCE WITH LABOR NEGOTIATORS, Gov. Code Section 54957.6**
Agency designated representatives: David Ritchie, Dave Riviere, Carolyn Lehr
Employee organization: Chowchilla Police Officers Association (“CPOA”)
- 3. PUBLIC EMPLOYEE APPOINTMENT, Gov. Code Section 54957.6**
Title: Interim City Clerk

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 Presentation of Madera Action Committee Award

PUBLIC ADDRESS

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

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

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

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

COUNCIL AND STAFF REPORTS – Section 2

2.1 COUNCIL REPORTS
Legislative Items
Oral / Written Reports

2.2 COLLABORATIVE AGENCY COMMITTEE UPDATES
Oral / Written Reports

2.3 STAFF REPORTS
Written/Oral Reports

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 May 12, 2015 Meeting (McClendon)**3.2 Acceptance of the Monthly Financial Reports (Pruett)****PUBLIC HEARINGS – Section 4****DEFERRED BUSINESS – Section 5****5.1 Consider Motion to Waive Second Reading and Adopt Ordinance # 473-15 Adding Section 18.66.240 to Chapter 18.66 of Title 18 of the Chowchilla Municipal Code, and Subdivision M to Section 18.30.030 of Title 18 of the Chowchilla Municipal Code, to Regulate Parolee/Probationer Homes (City Attorney)****NEW BUSINESS – Section 6****6.1 Council Resolution # -15, Awarding the Contract of Citywide Water Meter Installation Project Phase I to West Valley Construction Company Inc. in the Amount of \$364,728.00 (Locke)****6.2 Council Resolution # -15, Authorizing the Transfer of \$150,000 in Federal Aviation Administration Entitlement Grant Funds to the City of Madera (Locke)****6.3 Council Resolution # -15, Authorizing Staff to Advertise for Construction of, and Allocate \$300,000 in Additional Funds to, the Fuller School Neighborhood Sidewalk Project (Locke)****6.4 Council Resolution # -15, Amending the Allocation of Local Transportation Funds and State Transit Assistance Funds for the 2014-2015 Fiscal Year and Authorizing Staff to File the Necessary Documentation Required to Effect these Changes (Pruett)****6.5 Council Resolution # -15, Consideration of Dental Insurance Renewal Options (Pruett)****6.6 Consideration of Request from Chowchilla Union High School District for a Letter of Support****ANNOUNCEMENTS – Section 7**

May 28 RDA Successor Agency Meeting – Chowchilla City Hall – 9:00 AM
May 29 City Offices Closed
Jun 4 Last Day of School
Jun 5 CUHS Graduation, Football Stadium – 7:00 PM
Jun 7 City Offices Closed

Jun 9 City Council Meeting

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 May 26, 2015 at the Chowchilla Civic Center, 130 S Second Street on May 21, 2015 at 5:30 p.m.

/s/

D. Martin Piepenbrok
Community Relations Manager



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

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

May 12, 2015

CALL TO ORDER

ROLL CALL

Mayor/Chairman: John Chavez

Mayor Pro Tem/Vice Chair: Waseem Ahmed

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

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

PUBLIC ADDRESS – CLOSED SESSION

None.

CLOSED SESSION – 6:00 PM

1. **CONFERENCE WITH LABOR NEGOTIATORS, Gov. Code Section 54957.6**
Agency designated representatives: David Ritchie, Dave Riviere, Carolyn Lehr
Employee Organization: Chowchilla Police Officers Association (“CPOA”)

OPEN SESSION – 7:00 PM

PLEDGE OF ALLEGIANCE: Council Member Dennis Haworth

INVOCATION: Council Member Richard Walker

CLOSED SESSION REPORT: The matter was considered and continued to after the open session.

CEREMONIAL / PRESENTATIONS – Section 1

- 1.1 **Proclamation – Building Safety Month**

PUBLIC ADDRESS

Gary Birch addressed Council concerning increasing crime in the downtown area.

Justin Smith addressed Council regarding concerns for pedestrians' safety crossing Robertson Boulevard.

COUNCIL AND STAFF REPORTS – Section 2

2.1 COUNCIL REPORTS

Legislative Items
Oral / Written Reports

Council Member Walker attended the Madera County Peace Officers Memorial ceremony in Madera.

Mayor Pro Tem Ahmed attended the National Day of Prayer at Veteran's Park and the Madera County Peace Officers Ceremony in Madera.

Mayor Chavez attended the National Day of Prayer event at Veteran's Park, Coffee with a Cop, and the Madera County Peace Officers Memorial Ceremony.

2.2 COLLABORATIVE AGENCY COMMITTEE UPDATES

Oral / Written Reports

2.3 STAFF REPORTS

Written/Oral Reports

Community Relations Manager Marty Piepenbrok reminded council that Thursday at 3pm is the opening ceremony for the Chowchilla-Madera County Fair. Gates open at 2:30pm.

Public Works Director/City Engineer Craig Locke reported on three items anticipated for next meeting: 1) proposal to move Federal Aviation Administration funds to the City of Madera Airport; 2) Lake Street Request for Proposal award for curb gutter and sidewalk repairs; 3) Water Meter Project Request for Qualifications/Proposals lowest responsible bid award.

CONSENT CALENDAR – Section 3

3.1 Consideration of Council Minutes from the April 28, 2015 Meeting (Lehr)

3.2 Approval of General Payments and Payroll for the Month of April 2015 (Pruett)

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

PUBLIC HEARINGS – Section 4

DEFERRED BUSINESS – Section 5

NEW BUSINESS – Section 6

6.1 Council Resolution # 29-15, Consideration to Release a Request for Qualifications of Robertson Blvd. & 11th Street Pedestrian Facility Improvements Project, State Funded Active Transportation Program (Locke)

Motion by Walker, seconded by Haworth to Approve Resolution #29-15, Authorizing the City Staff to Advertise for Request for Qualifications/Proposals of Robertson Blvd. and 11th Street Pedestrian Improvement Project. Motion passed unanimously by roll call vote.

6.2 Council Resolution # 30-15, Consideration of Award of bid to Sebastian Corporation for Labor and Materials to Install Transit Security Cameras at Three Public Facilities (Turner)

Motion by Council Member Walker, seconded by Council Member Haworth to Approve Resolution #30-15 for Authorization of Purchase and Installation of Transit Security Cameras at Three Locations From Sebastian Corporation. Motion passed unanimously by roll call vote.

6.3 Council Resolution # 31-15, Authorization to Order a New Patrol Vehicle Prior to the 15/16 Budget Approval (Riviere)

Motion by Council Member Haworth, seconded by Council Member Gaumnitz to Approve Resolution #31-15, Authorizing the Expenditure of Funds to Purchase a Replacement Patrol Vehicle and Complete the Necessary Outfitting of the Newly Purchased Vehicles with the Required Emergency Equipment. Motion passed unanimously by roll call vote.

6.4 Consideration of an Ordinance # 473-15 Relating to Parolee/Probationer Homes – Waive Full Reading, Read by Title Only and Introduce Ordinance # 473-15 Adding Section 18.66.240 to Chapter 18.66 of Title 18 of the Chowchilla Municipal Code, and Subdivision M to Section 18.30.030 of Title 18 of the Chowchilla Municipal Code, to Regulate Parolee/Probationer Homes (City Attorney)

Spoke:

Amanda Benefield
Elsie Williams
Melissa Nunes
Floyd Williams
Justin Smith
Freddie Ortega
Brandon Belt
Shannon Smith
Veronica Andrade

Motion by Council Member Walker, seconded by Council Member Haworth to Waive the Full Reading of Ordinance 473-15 Relating to Parolee/Probationer Homes, Read by Title Only and Introduce Ordinance, Adding Section 18.66.240 to Chapter 18.66 of Title 18 of the Chowchilla Municipal Code. Motion passed unanimously by roll call vote.

6.6 Council Resolution # 32-15, Approving Employment Agreement between the City of Chowchilla and Charles Brian Haddix for City Administrator Services (City Attorney)

Spoke:

Veronica Andrade
Amanda Benefield

Motion by Council Member Haworth, seconded by Council Member Gaumnitz to Approve Resolution #32-15, Approving an Employment Agreement Between the City of Chowchilla and Charles Brian Haddix. Motion passed unanimously by roll call vote.

Mayor Chavez thanked Interim City Administrator Carolyn Lehr for her valuable service over these past months.

ANNOUNCEMENTS – Section 7

- May 14 Chowchilla Fair Opening Ceremony – Chowchilla Fairgrounds – 3:00 PM
- May 14-17 Chowchilla Fair – Chowchilla Fairgrounds
- May 15 City Offices Closed
- May 16 Spring Festival Armed Forces Day Parade – Robertson Boulevard 10:00 AM
- May 20 Planning Commission Meeting – Chowchilla City Hall 7:00 PM
- May 25 Holiday – City Offices Closed
- May 26 City Council Meeting – Chowchilla City Hall 7:00 PM

Council took a short recess at 9:05 p.m. before adjourning back into Closed Session.

Council adjourned back into Open Session at 9:53 p.m. with no reportable action, direction given to staff.

ADJOURNMENT

Motion by Council Member Walker, seconded by xx to adjourn the May 12, 2015 Joint City Council/Redevelopment Successor Agency Meeting at 9:56 p.m. Motion passed by voice vote.

ATTEST:

APPROVED:

Joann McClendon
Deputy City Clerk

John Chavez
Mayor



REPORT TO THE CITY COUNCIL

Council Meeting of May 26, 2015

Agenda Section:	<u>CONSENT</u>
Subject:	Consideration of Monthly Financial Statements
Purpose:	To update Council on the financial status of the City
Prepared By:	<u>Rod Pruett, City Treasure/Finance Director</u>
Approved By:	<u>Carolyn Lehr, Interim City Administrator</u>

RECOMMENDATION:

Approve the April 2015 Financial Statements shown in the attachment

HISTORY / BACKGROUND:

Staff provides 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 83%.

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.

Total Revenues are at 60% of budget, which is less than the 83% benchmark for the time of year already expired. This is due to only receiving 1 of our 2 property tax installments so far this fiscal year. Remaining revenues are tracking according to budget.

Total Expenditures are at 76% of budget which is less than the 83% benchmark for the time of year already expired. Since expenses are not typically cyclical for the City, this would be a positive indicator that expenses are tracking according to budget, if not a little lower than budget.

ATTACHMENTS:

April 2015 Budget vs Actual and Balance Sheet

CITY OF CHOWCHILLA
COMBINED CASH INVESTMENT
APRIL 30, 2015

COMBINED CASH ACCOUNTS

CASH ALLOCATION RECONCILIA

100 ALLOCATION TO GENERAL FUND	(	5,997,385.99)
TOTAL ALLOCATIONS TO OTHER	(	5,997,385.99)
ZERO PROOF IF ALLOCATIONS B	(	5,997,385.99)

CITY OF CHOWCHILLA
REVENUES WITH COMPARISON TO BUDGET
FOR THE 10 MONTHS ENDING APRIL 30, 2015

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PC
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GENERAL ADMINISTRATION REV

100-1600-0000-8001-000	CURRENT SECURED/UNSECURED	450,869.09	450,869.09	740,590.00	289,720.91
100-1600-0000-8002-000	SUPP ROLL SECURED/UNSECURED	5,540.61	5,540.61	7,140.00	1,599.39
100-1600-0000-8005-000	PRIOR YEAR SECURED/UNSEC	2,970.80	2,970.80	12,240.00	9,269.20
100-1600-0000-8007-000	CURRENT UNSECURED	.00	.00	8,160.00	8,160.00
100-1600-0000-8010-000	SALES TAXES	756,558.24	756,558.24	902,948.00	146,389.76
100-1600-0000-8011-000	SALES TAXES-PRIOR COUNTY	853.26	853.26	.00	(853.26)
100-1600-0000-8011-001	PROP/SALES/ERAF SWAP	186,428.93	186,428.93	364,473.00	178,044.07
100-1600-0000-8012-000	SALES TAXES-PRIOR GHH	990.00	990.00	.00	(990.00)
100-1600-0000-8030-000	TRANSIENT LODGING	193,332.42	193,332.42	230,000.00	36,667.58
100-1600-0000-8040-000	FRANCHISES-PG&E	194,160.02	194,160.02	165,000.00	(29,160.02)
100-1600-0000-8041-000	SOLID WASTE FRANCHISE	.00	.00	345,000.00	345,000.00
100-1600-0000-8045-000	FRANCHISES-CABLE TV	31,114.04	31,114.04	55,000.00	23,885.96
100-1600-0000-8050-000	BUSINESS LICENSE TAXES	77,567.68	77,567.68	98,000.00	20,432.32
100-1600-0000-8060-000	DOCUMENTARY STAMP TAXES	13,632.76	13,632.76	27,860.00	14,227.24
100-1600-0000-8301-000	ADMINISTRATIVE FINES	989.53	989.53	1,000.00	10.47
100-1600-0000-8401-000	INVESTMENT EARNINGS	881.12	881.12	3,500.00	2,618.88
100-1600-0000-8405-000	BUSINESS LICENSE PENALTIES	(5,681.17)	(5,681.17)	.00	5,681.17
100-1600-0000-8499-000	RECORDING FEE REVENUES	100.00	100.00	300.00	200.00
100-1600-0000-8501-000	STATE MOTOR VEHICLE	7,807.30	7,807.30	10,000.00	2,192.70
100-1600-0000-8502-000	ST MOTOR VEHICLE (COUNTY)	(221,529.85)	(221,529.85)	.00	221,529.85
100-1600-0000-8502-001	VLF SWAP	973,305.04	973,305.04	1,725,000.00	751,694.96
100-1600-0000-8503-000	ST HOMEOWNERS PR TAX RELIE	9,641.49	9,641.49	23,674.00	14,032.51
100-1600-0000-8550-000	SB90 MANDATED COSTS REIMB	2,542.00	2,542.00	.00	(2,542.00)
100-1600-0000-8900-000	MISC REFUNDS/REIMB	7,805.57	7,805.57	1,500.00	(6,305.57)
100-1600-0000-8901-000	MISC ADMIN FEES	140.00	140.00	10,000.00	9,860.00
100-1600-0000-8901-001	CFD REIMBURSEMENT-ADMIN	.00	.00	5,000.00	5,000.00
100-1600-0000-8906-000	LATE PAYMENT/PENALTY FEES	3,243.49	3,243.49	.00	(3,243.49)
100-1600-0000-8908-000	RETURNED CHECK FEES	1,160.00	1,160.00	1,500.00	340.00
100-1600-0000-8912-000	PHOTOCOPIES	122.03	122.03	500.00	377.97
100-1600-0000-8916-000	COLLECTION AGENCY PROCEEDS	967.43	967.43	1,700.00	732.57
100-1600-0000-8928-000	CASH OVER/SHORT	3,058.79	3,058.79	(400.00)	(3,458.79)
100-1600-0000-8932-000	YARD SALE PERMITS	75.00	75.00	200.00	125.00
100-1600-0000-8934-000	FIREWORKS PERMITS	100.00	100.00	150.00	50.00
100-1600-0000-8990-956	TRANSFER IN SA ADMIN COSTS	.00	.00	200,000.00	200,000.00
100-1600-0430-8990-001	TRANS IN FROM ARRUNDO (430)	4.83	4.83	.00	(4.83)
TOTAL GENERAL ADMINISTRATI		2,698,750.45	2,698,750.45	4,940,035.00	2,241,284.55

CITY COUNCIL REVENUE

100-1605-0205-8999-001	SERVICE CREDIT - WATER	6,140.80	6,140.80	7,369.00	1,228.20
100-1605-0210-8999-001	SERVICE CREDIT - SOLID WASTE	2,456.70	2,456.70	2,948.00	491.30
100-1605-0215-8999-001	SERVICE CREDIT - SEWER	6,140.80	6,140.80	7,369.00	1,228.20
100-1605-0956-8999-000	SERVICE CHARGE - SA	2,456.70	2,456.70	2,948.00	491.30
TOTAL CITY COUNCIL REVENUE		17,195.00	17,195.00	20,634.00	3,439.00

CITY OF CHOWCHILLA
REVENUES WITH COMPARISON TO BUDGET
FOR THE 10 MONTHS ENDING APRIL 30, 2015

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PC
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CITY CLERK REVENUE

100-1610-0000-8510-000	ELECTIONS/CANDIDATE STATE	1,000.00	1,000.00	.00	(1,000.00)
100-1610-0205-8999-000	SERVICE CREDIT - WATER	22,600.80	22,600.80	27,121.00	4,520.20
100-1610-0210-8999-000	SERVICE CREDIT - SOLID WASTE	9,040.00	9,040.00	10,848.00	1,808.00
100-1610-0215-8999-000	SERVICE CREDIT - SEWER	22,600.80	22,600.80	27,121.00	4,520.20
100-1610-0956-8999-000	SERVICE CHARGE - SA	9,040.00	9,040.00	10,848.00	1,808.00
	TOTAL CITY CLERK REVENUE	64,281.60	64,281.60	75,938.00	11,656.40

CITY ATTORNEY REVENUE

100-1615-0000-8900-000	MISC REFUNDS/REIMBURSEMEN	.00	.00	9,000.00	9,000.00
100-1615-0205-8999-001	SERVICE CREDIT - WATER	12,500.00	12,500.00	15,000.00	2,500.00
100-1615-0210-8999-001	SERVICE CREDIT - SOLID WASTE	4,166.70	4,166.70	5,000.00	833.30
100-1615-0215-8999-001	SERVICE CREDIT - SEWER	12,500.00	12,500.00	15,000.00	2,500.00
	TOTAL CITY ATTORNEY REVENUE	29,166.70	29,166.70	44,000.00	14,833.30

GENERAL SERVICES REVENUE

100-1705-0205-8999-001	SERVICE CREDIT - WATER	23,485.00	23,485.00	28,182.00	4,697.00
100-1705-0210-8999-001	SERVICE CREDIT - SOLID WASTE	6,710.00	6,710.00	8,052.00	1,342.00
100-1705-0215-8999-001	SERVICE CREDIT - SEWER	23,485.00	23,485.00	28,182.00	4,697.00
100-1705-0956-8999-000	SERVICE CHARGE - SA	8,387.50	8,387.50	10,065.00	1,677.50
	TOTAL GENERAL SERVICES REVE	62,067.50	62,067.50	74,481.00	12,413.50

ADMINISTRATIVE SERVICES RE

100-1710-0205-8999-001	SERVICE CREDIT - WATER	96,460.80	96,460.80	115,753.00	19,292.20
100-1710-0210-8999-001	SERVICE CREDIT - SOLID WASTE	19,292.50	19,292.50	23,151.00	3,858.50
100-1710-0215-8999-001	SERVICE CREDIT - SEWER	135,045.00	135,045.00	162,054.00	27,009.00
100-1710-0956-8999-000	SERVICE CREDIT - SA PROJECTS	19,292.50	19,292.50	23,151.00	3,858.50
	TOTAL ADMINISTRATIVE SERVI	270,090.80	270,090.80	324,109.00	54,018.20

CITY PROPERTY - RENTS REVENUE

100-1712-0000-8001-000	RENT FOR OLD CITY HALL	67,289.04	67,289.04	66,000.00	(1,289.04)
100-1712-0000-8002-000	CHAMBER REIMBURSEMENTS	1.00	1.00	730.00	729.00
100-1712-0000-8003-000	MADERA COUNTY REIMBURSEME	660.00	660.00	8,000.00	7,340.00
100-1712-0000-8004-000	MERCED TRANSPORTATION REN	7,963.50	7,963.50	7,750.00	(213.50)
100-1712-0000-8005-000	MISC. RENTS	900.00	900.00	.00	(900.00)
100-1712-0000-8411-000	SALE OF CITY FACILITIES	.00	.00	10,000.00	10,000.00
	TOTAL CITY PROPERTY - RENTS R	76,813.54	76,813.54	92,480.00	15,666.46

CITY OF CHOWCHILLA
REVENUES WITH COMPARISON TO BUDGET
FOR THE 10 MONTHS ENDING APRIL 30, 2015

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PC
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FINANCE DEPARTMENT REVENUE

100-1720-0000-8900-000	MISCELLANEOUS REIMBURSEME	93.00	93.00	350.00	257.00
100-1720-0205-8999-001	SERVICE CREDIT - WATER	139,319.20	139,319.20	167,183.00	27,863.80
100-1720-0210-8999-001	SERVICE CREDIT - SOLID WASTE	46,440.00	46,440.00	55,728.00	9,288.00
100-1720-0215-8999-001	SERVICE CREDIT - SEWER	139,319.20	139,319.20	167,183.00	27,863.80
100-1720-0956-8999-000	SERVICE CHARGE - SA	23,220.00	23,220.00	27,864.00	4,644.00
	TOTAL FINANCE DEPARTMENT R	348,391.40	348,391.40	418,308.00	69,916.60

POLICE - SWORN REVENUE

100-2610-0000-8216-000	QUADRICYCLE LICENSES	6.00	6.00	5.00 (	1.00)
100-2610-0000-8300-000	ADMINISTRATIVE CITATIIONS	.00	.00	300.00	300.00
100-2610-0000-8301-000	VEHICLE CODE FINES	830.96	830.96	2,000.00	1,169.04
100-2610-0000-8302-000	COURT FINES-CRIMINAL	14,072.57	14,072.57	20,000.00	5,927.43
100-2610-0000-8303-000	COURT FINES/PENALTIES	1,124.84	1,124.84	500.00 (	624.84)
100-2610-0000-8304-000	POLICE REPORTS	3,446.30	3,446.30	2,500.00 (	946.30)
100-2610-0000-8307-000	VEHICLE IMPOUND	8,055.00	8,055.00	10,000.00	1,945.00
100-2610-0000-8309-000	PARKING FINES	1,026.29	1,026.29	1,500.00	473.71
100-2610-0000-8520-000	POST REIMBURSEMENT	2,384.96	2,384.96	1,500.00 (	884.96)
100-2610-0000-8551-000	PUBLIC SAFETY AB109 REALIGNM	60,000.00	60,000.00	40,000.00 (	20,000.00)
100-2610-0000-8552-000	PUBLIC SAFETY TAX-PROP 172	23,233.34	23,233.34	.00 (	23,233.34)
100-2610-0000-8720-000	PD COVERAGE-SPECIAL EVENTS	600.00	600.00	300.00 (	300.00)
100-2610-0000-8721-000	911 REIMBURSEMENTS	121.00	121.00	200.00	79.00
100-2610-0000-8722-000	BOOKING FEES	6,575.53	6,575.53	300.00 (	6,275.53)
100-2610-0000-8723-000	CITATIONS/VIN VERIFICATION	390.00	390.00	550.00	160.00
100-2610-0000-8900-000	MISC REIMBURSEMENT	43,886.33	43,886.33	40,000.00 (	3,886.33)
100-2610-0000-8918-000	FINGERPRINTING	720.00	720.00	2,400.00	1,680.00
100-2610-0000-8919-000	ALCOHOL PERMITS	458.00	458.00	600.00	142.00
100-2610-0000-8920-000	CIVIL SUBPOENA REIMB	275.00	275.00	.00 (	275.00)
100-2610-0000-8928-000	PD CASH OVER/SHORT	1.00	1.00	.00 (	1.00)
100-2610-0000-8930-000	CRO REIMB-SCHOOLS	43,500.00	43,500.00	85,000.00	41,500.00
100-2610-0000-8989-000	PAYROLL REIMBURSEMENTS	4,012.08	4,012.08	.00 (	4,012.08)
100-2610-0410-8990-000	TRANSFER-IN	.00	.00	103,000.00	103,000.00
	TOTAL POLICE - SWORN REVENU	214,719.20	214,719.20	310,655.00	95,935.80

POLICE - NET REVENUE

100-2615-0000-8550-000	GRANT	.00	.00	141,761.00	141,761.00
	TOTAL POLICE - NET REVENUE	.00	.00	141,761.00	141,761.00

SPECIAL INVESTIGATIONS UNI

100-2617-0000-8550-000	COPS HIRING GRANT	18,276.38	18,276.38	60,000.00	41,723.62
	TOTAL SPECIAL INVESTIGATIO	18,276.38	18,276.38	60,000.00	41,723.62

CITY OF CHOWCHILLA
REVENUES WITH COMPARISON TO BUDGET
FOR THE 10 MONTHS ENDING APRIL 30, 2015

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PC
<u>POLICE - K-9 REVENUE</u>					
100-2618-1202-8790-000	.00	.00	20,000.00	20,000.00	
	.00	.00	20,000.00	20,000.00	
<u>FIRE SERVICES REVENUE</u>					
100-2705-0000-8711-000	600.00	600.00	.00	(600.00)	
100-2705-0000-8900-000	3,600.00	3,600.00	.00	(3,600.00)	
100-2705-0205-8999-000	18,016.70	18,016.70	21,620.00	3,603.30	
100-2705-0210-8999-000	2,161.70	2,161.70	2,594.00	432.30	
100-2705-0215-8999-000	18,016.70	18,016.70	21,620.00	3,603.30	
100-2705-0220-8999-000	2,882.50	2,882.50	3,459.00	576.50	
100-2705-0305-8999-000	18,016.70	18,016.70	21,620.00	3,603.30	
100-2705-0330-8999-000	4,324.20	4,324.20	5,189.00	864.80	
100-2705-0602-8999-000	3,603.30	3,603.30	4,324.00	720.70	
	71,221.80	71,221.80	80,426.00	9,204.20	
<u>ANIMAL CONTROL REVENUE</u>					
100-2805-0000-8201-000	4,145.50	4,145.50	6,100.00	1,954.50	
100-2805-0000-8301-000	.00	.00	500.00	500.00	
100-2805-0000-8730-000	1,404.00	1,404.00	2,300.00	896.00	
	5,549.50	5,549.50	8,900.00	3,350.50	
<u>PLANNING & ZONING REVENUE</u>					
100-4605-0000-8200-000	2,317.60	2,317.60	1,500.00	(817.60)	1
100-4605-0000-8301-000	210.00	210.00	1,000.00	790.00	
100-4605-0000-8703-000	2,388.00	2,388.00	2,500.00	112.00	
100-4605-0000-8704-000	.00	.00	10.00	10.00	
100-4605-0000-8705-000	2,869.00	2,869.00	5,000.00	2,131.00	
100-4605-0000-8706-000	.00	.00	5,000.00	5,000.00	
100-4605-0000-8707-000	2,331.00	2,331.00	5,000.00	2,669.00	
100-4605-0000-8709-000	.00	.00	500.00	500.00	
100-4605-0000-8710-000	.00	.00	500.00	500.00	
100-4605-0000-8715-000	660.70	660.70	700.00	39.30	
100-4605-0000-8725-000	2,076.00	2,076.00	2,500.00	424.00	
100-4605-0205-8999-001	7,276.70	7,276.70	8,732.00	1,455.30	
100-4605-0215-8999-001	7,276.70	7,276.70	8,732.00	1,455.30	
100-4605-0220-8999-001	7,276.70	7,276.70	8,732.00	1,455.30	
100-4605-0305-8999-000	7,276.70	7,276.70	8,732.00	1,455.30	
	41,959.10	41,959.10	59,138.00	17,178.90	

CITY OF CHOWCHILLA
REVENUES WITH COMPARISON TO BUDGET
FOR THE 10 MONTHS ENDING APRIL 30, 2015

		GENERAL FUND				
		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PC
<u>BUILDING & CODE ENFORCEMEN</u>						
100-4805-0000-8203-000	BUILDING PERMITS	27,743.83	27,743.83	30,000.00	2,256.17	
100-4805-0000-8204-000	PLUMBING PERMITS	3,167.68	3,167.68	4,000.00	832.32	
100-4805-0000-8205-000	ELECTRICAL PERMITS	13,630.85	13,630.85	10,000.00	(3,630.85)	1
100-4805-0000-8206-000	MECHANICAL PERMITS	3,227.91	3,227.91	2,700.00	(527.91)	1
100-4805-0000-8207-000	STRONG MOTION INST-RES	140.60	140.60	200.00	59.40	
100-4805-0000-8208-000	STRONG MOTION INST-NON	(39.13)	(39.13)	200.00	239.13	(
100-4805-0000-8209-000	SB1473 BUILDING STANDARDS F	359.00	359.00	30.00	(329.00)	11
100-4805-0000-8210-000	PLAN CHECK FEES	32,477.25	32,477.25	25,000.00	(7,477.25)	1
100-4805-0000-8211-000	ENCROACHMENT PERMITS	1,255.00	1,255.00	500.00	(755.00)	2
100-4805-0000-8213-000	ENERGY COMPLIANCE	.00	.00	100.00	100.00	
100-4805-0000-8214-000	BONDS FOR WORK	.00	.00	13,500.00	13,500.00	
100-4805-0000-8215-000	SECURING PROPERTY REVENUES	43.02	43.02	17,000.00	16,956.98	
100-4805-0000-8216-000	INSPECTION FEES	47.00	47.00	.00	(47.00)	
100-4805-0000-8301-000	ADMINISTRATIVE FINES	32,010.00	32,010.00	15,000.00	(17,010.00)	2
100-4805-0000-8735-000	WEED/LOT CLEARING	(1,204.43)	(1,204.43)	13,000.00	14,204.43	(
100-4805-0000-8736-951	DEMOLITION	500.00	500.00	100.00	(400.00)	5
100-4805-0000-8738-000	ABANDONED VEHICLE FEES	.00	.00	11,000.00	11,000.00	
100-4805-0000-8739-000	ABANDONED RESIDENTIAL PROP	2,850.00	2,850.00	7,000.00	4,150.00	
	<u>TOTAL BUILDING & CODE ENFOR</u>	<u>116,208.58</u>	<u>116,208.58</u>	<u>149,330.00</u>	<u>33,121.42</u>	
<u>SENIOR SERVICES REVENUE</u>						
100-6615-0000-8755-000	DONATIONS	183.80	183.80	300.00	116.20	
100-6615-0000-8755-001	NUTRITION CONTRIBUTIONS	2,242.53	2,242.53	2,000.00	(242.53)	
100-6615-0000-8760-000	FMAAA SITE MANAGEMENT	4,974.00	4,974.00	2,500.00	(2,474.00)	1
100-6615-0000-8780-000	PROGRAM REVENUE	.00	.00	300.00	300.00	
	<u>TOTAL SENIOR SERVICES REVEN</u>	<u>7,400.33</u>	<u>7,400.33</u>	<u>5,100.00</u>	<u>(2,300.33)</u>	1
<u>PARKS AND FACILITIES REVENUE</u>						
100-6620-0000-8413-000	PARK PAVILION RENTAL	2,771.30	2,771.30	5,400.00	2,628.70	
100-6620-0000-8755-000	LEAGUE REIMBURSEMENTS	3,018.00	3,018.00	6,000.00	2,982.00	
100-6620-0000-8990-000	MISCELLANEOUS REVENUE	17,800.00	17,800.00	100.00	(17,700.00)	178
100-6620-0310-8999-000	SERVICE CREDIT - LLMD	32,604.20	32,604.20	39,125.00	6,520.80	
100-6620-3750-8755-000	BERENDA RESERVOIR GATE FEES	.00	.00	250.00	250.00	
	<u>TOTAL PARKS AND FACILITIES R</u>	<u>56,193.50</u>	<u>56,193.50</u>	<u>50,875.00</u>	<u>(5,318.50)</u>	1
<u>RECREATION PROGRAMS REVENUE</u>						
100-6625-0000-8755-000	DONATIONS/SPONSORSHIPS	3,250.00	3,250.00	3,000.00	(250.00)	1
100-6625-3010-8755-000	EVENT FEES	1,650.00	1,650.00	3,500.00	1,850.00	
	<u>TOTAL RECREATION PROGRAMS</u>	<u>4,900.00</u>	<u>4,900.00</u>	<u>6,500.00</u>	<u>1,600.00</u>	

CITY OF CHOWCHILLA
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 10 MONTHS ENDING APRIL 30, 2015

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PC
TOTAL FUND REVENUE	4,103,185.38	4,103,185.38	6,882,670.00	2,779,484.62	

GENERAL ADMINISTRATION EXP

100-1600-0000-3332-000	BAD DEBT EXPENSE	19,541.84	19,541.84	5,000.00	(14,541.84)	3
100-1600-0000-4000-000	PROPERTY TAX ADMIN FEE	17,933.88	17,933.88	12,240.00	(5,693.88)	1
	TOTAL GENERAL ADMINISTRATI	37,475.72	37,475.72	17,240.00	(20,235.72)	2

CITY COUNCIL EXPENDITURES

100-1605-0000-1010-000	*COUNCIL SALARIES	15,000.00	15,000.00	18,000.00	3,000.00	
100-1605-0000-2010-000	MEDICARE TAX	203.20	203.20	260.00	56.80	
100-1605-0000-2041-000	LIFE INSURANCE	.00	.00	230.00	230.00	
100-1605-0000-2061-000	PARS-SUPPLEMENTAL RETIREME	1,485.33	1,485.33	960.00	(525.33)	1
100-1605-0000-3002-000	POSTAGE	50.59	50.59	150.00	99.41	
100-1605-0000-3004-000	OFFICE SUPPLIES	.00	.00	170.00	170.00	
100-1605-0000-3006-000	PRINTING	79.01	79.01	180.00	100.99	
100-1605-0000-3010-000	OFFICE EQUIPMENT O/M	1,799.16	1,799.16	1,681.00	(118.16)	1
100-1605-0000-3074-001	*CONFERENCE/MTG-COUNCIL	5,858.91	5,858.91	5,000.00	(858.91)	1
100-1605-0000-3080-001	*LEAGUE OF DUES	6,494.21	6,494.21	7,000.00	505.79	
100-1605-0000-3086-001	*EMPLOYEE AWARDS	2,119.51	2,119.51	2,500.00	380.49	
100-1605-0000-3364-000	CONTRACT SERVICES	656.70	656.70	.00	(656.70)	
100-1605-0000-3404-000	LIABILITY INSURANCE - RMA	2,126.90	2,126.90	1,756.33	(370.57)	
100-1605-0000-3550-000	CONTINGENCY	5,294.28	5,294.28	25,000.00	19,705.72	
	TOTAL CITY COUNCIL EXPENDIT	41,167.80	41,167.80	62,887.33	21,719.53	

CITY OF CHOWCHILLA
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 10 MONTHS ENDING APRIL 30, 2015

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PC
<u>CITY CLERK EXPENDITURES</u>					
100-1610-0000-1010-000	SALARIES/WAGES	52,085.65	52,085.65	65,500.00	13,414.35
100-1610-0000-2000-000	HEALTH INSURANCE WAIVER	1,400.00	1,400.00	1,350.00	(50.00)
100-1610-0000-2010-000	MEDICARE TAX	773.36	773.36	950.00	176.64
100-1610-0000-2030-000	LEAVE PAYOUT	.00	.00	3,000.00	3,000.00
100-1610-0000-2040-000	HEALTH INSURANCE	798.37	798.37	2,500.00	1,701.63
100-1610-0000-2050-000	UNEMPLOYMENT INS	347.19	347.19	350.00	2.81
100-1610-0000-2060-000	PERS	12,368.09	12,368.09	15,200.00	2,831.91
100-1610-0000-2080-000	WORKERS COMP INS	400.52	400.52	1,120.67	720.15
100-1610-0000-3002-000	POSTAGE	26.44	26.44	100.00	73.56
100-1610-0000-3004-000	OFFICE SUPPLIES	489.34	489.34	700.00	210.66
100-1610-0000-3006-000	PRINTING	.00	.00	300.00	300.00
100-1610-0000-3008-000	PUBLICATIONS	1,404.18	1,404.18	2,700.00	1,295.82
100-1610-0000-3010-000	OFFICE EQUIPMENT O/M	622.44	622.44	486.00	(136.44)
100-1610-0000-3070-000	CONFERENCES/MEETINGS	2,409.82	2,409.82	3,000.00	590.18
100-1610-0000-3078-000	PROFESSIONAL MEMBERSHIPS	435.00	435.00	500.00	65.00
100-1610-0000-3108-000	CELLULAR PHONES	201.44	201.44	600.00	398.56
100-1610-0000-3364-000	CONTRACT SERVICES-RETENTIO	2,169.97	2,169.97	2,000.00	(169.97)
100-1610-0000-3374-000	ADVERTISING	1,121.13	1,121.13	1,500.00	378.87
100-1610-0000-3376-000	ELECTIONS	8,831.15	8,831.15	16,000.00	7,168.85
100-1610-0000-3404-000	INSURANCE CHARGE - RMA	1,108.19	1,108.19	695.00	(413.19)
100-1610-0000-3414-000	ERMA/EAP	258.58	258.58	260.00	1.42
100-1610-0000-3454-000	RECORDING/FILING FEES	.00	.00	330.00	330.00
	TOTAL CITY CLERK EXPENDITUR	87,250.86	87,250.86	119,141.67	31,890.81
<u>CITY ATTORNEY EXPENDITURES</u>					
100-1615-0000-3351-000	LEGAL FEES - CDCR	155,157.87	155,157.87	75,000.00	(80,157.87)
100-1615-0000-3352-001	*CONT STAFF-ATTORNEY	256,531.65	256,531.65	137,000.00	(119,531.65)
100-1615-0000-3354-000	SETTLEMENT EXPENSE	259,831.17	259,831.17	.00	(259,831.17)
	TOTAL CITY ATTORNEY EXPENDI	671,520.69	671,520.69	212,000.00	(459,520.69)

CITY OF CHOWCHILLA
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 10 MONTHS ENDING APRIL 30, 2015

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET		UNEXPENDED	PC
<u>GENERAL SERVICES EXPENDITUR</u>						
100-1705-0000-3002-000	416.60	416.60	.00	(	416.60)	
100-1705-0000-3002-001	11.80	11.80	1,000.00		988.20	
100-1705-0000-3004-001	88.05	88.05	.00	(	88.05)	
100-1705-0000-3010-000	246.36	246.36	.00	(	246.36)	
100-1705-0000-3020-000	.00	.00	175.00		175.00	
100-1705-0000-3023-000	.00	.00	600.00		600.00	
100-1705-0000-3126-001	.00	.00	150.00		150.00	
100-1705-0000-3152-001	10,718.28	10,718.28	4,400.00	(	6,318.28)	2
100-1705-0000-3156-000	25,617.55	25,617.55	35,460.00		9,842.45	
100-1705-0000-3362-000	12,949.00	12,949.00	4,620.00	(	8,329.00)	2
100-1705-0000-3404-000	3,661.21	3,661.21	3,662.00		.79	1
100-1705-0330-7000-000	.00	.00	1,000.00		1,000.00	
100-1705-0603-7000-000	.00	.00	200,000.00		200,000.00	
100-1705-0916-7000-000	363,256.27	363,256.27	363,256.00	(	.27)	1
100-1705-0917-7000-000	11,115.55	11,115.55	11,115.00	(	.55)	1
100-1705-0917-7000-001	8,444.62	8,444.62	8,445.00		.38	1
TOTAL GENERAL SERVICES EXPE	436,525.29	436,525.29	633,883.00		197,357.71	

CITY OF CHOWCHILLA
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 10 MONTHS ENDING APRIL 30, 2015

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PC
<u>ADMINISTRATIVE SERVICES EXP</u>					
100-1710-0000-1010-000	SALARIES/WAGES	176,512.67	176,512.67	251,140.00	74,627.33
100-1710-0000-1030-000	SALARIES/WAGES-UNCLASSIFI	22,257.23	22,257.23	35,560.00	13,302.77
100-1710-0000-1060-000	OVERTIME	159.29	159.29	900.00	740.71
100-1710-0000-2000-000	HEALTH INSURANCE WAIVER	1,947.50	1,947.50	1,226.00 (	721.50)
100-1710-0000-2010-000	MEDICARE TAX	3,058.47	3,058.47	3,920.00	861.53
100-1710-0000-2030-000	LEAVE PAYOUT	10,251.88	10,251.88	25,500.00	15,248.12
100-1710-0000-2040-000	HEALTH INSURANCE	17,748.97	17,748.97	42,116.00	24,367.03
100-1710-0000-2050-000	UNEMPLOYMENT INS	2,331.16	2,331.16	2,390.00	58.84
100-1710-0000-2060-000	PERS	34,098.54	34,098.54	58,320.00	24,221.46
100-1710-0000-2061-000	PARS-SUPPLEMENTAL RETIREME	686.37	686.37	1,355.00	668.63
100-1710-0000-2080-000	WORKERS COMP INS	1,632.41	1,632.41	2,390.00	757.59
100-1710-0000-3002-000	POSTAGE	1,757.43	1,757.43	700.00 (	1,057.43)
100-1710-0000-3004-000	OFFICE SUPPLIES	1,564.19	1,564.19	1,300.00 (	264.19)
100-1710-0000-3006-000	PRINTING	339.11	339.11	80.00 (	259.11)
100-1710-0000-3008-000	PUBLICATIONS	106.70	106.70	300.00	193.30
100-1710-0000-3010-000	OFFICE EQUIPMENT O/M	311.27	311.27	906.00	594.73
100-1710-0000-3052-001	*EMPLOYEE TRAINING	2,006.42	2,006.42	4,700.00	2,693.58
100-1710-0000-3060-000	EMPLOYEE EVALUATION/RECRUI	4,705.47	4,705.47	7,513.00	2,807.53
100-1710-0000-3072-001	*CONFERENCE/MTG-ADM	2,334.17	2,334.17	5,000.00	2,665.83
100-1710-0000-3076-001	*CONFERENCE/MTG-AD/FI	170.17	170.17	150.00 (	20.17)
100-1710-0000-3078-001	*PROFESSIONAL MEMBERSHIPS	50.00	50.00	500.00	450.00
100-1710-0000-3084-001	*EMP PROMOTION/RECOG	167.70	167.70	800.00	632.30
100-1710-0000-3108-000	CELLULAR PHONES	684.50	684.50	2,500.00	1,815.50
100-1710-0000-3202-000	VEHICLE O&M	386.44	386.44	1,500.00	1,113.56
100-1710-0000-3204-000	FUELS	470.07	470.07	1,330.00	859.93
100-1710-0000-3204-001	*FUELS-CITY ADMIN	1,194.58	1,194.58	1,400.00	205.42
100-1710-0000-3362-001	*CONT SVCS-CITY ADMIN	.00	.00	3,500.00	3,500.00
100-1710-0000-3364-000	CONTRACT SERVICES-MISC	13,155.45	13,155.45	37,400.00	24,244.55
100-1710-0000-3404-000	INSURANCE CHARGE - RMA	6,580.70	6,580.70	4,377.00 (	2,203.70)
100-1710-0000-3414-000	ERMA/EAP	1,438.35	1,438.35	1,438.00 (	.35)
100-1710-0000-5003-000	COMPUTERS/SOFTWARE	919.19	919.19	1,760.00	840.81
100-1710-0601-4999-000	FLEET CHARGE	.00	.00	15,951.00	15,951.00
100-1710-0602-4999-000	IT CHARGE	.00	.00	50,568.00	50,568.00
	TOTAL ADMINISTRATIVE SERVI	309,026.40	309,026.40	568,490.00	259,463.60
<u>CITY PROPERTY - RENTS EXPEND</u>					
100-1712-0000-3152-000	BUILDING O/M	1,811.71	1,811.71	.00 (	1,811.71)
100-1712-0000-3156-000	ENERGY	2,632.62	2,632.62	.00 (	2,632.62)
100-1712-0000-3404-000	INSURANCE CHARGE - RMA	3,924.10	3,924.10	3,925.00	.90
	TOTAL CITY PROPERTY - RENTS E	8,368.43	8,368.43	3,925.00 (	4,443.43)

CITY OF CHOWCHILLA
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 10 MONTHS ENDING APRIL 30, 2015

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PC
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FINANCE DEPARTMENT EXPENDI

100-1720-0000-1010-000	SALARIES/WAGES	246,839.88	246,839.88	317,500.00	70,660.12
100-1720-0000-1030-000	SALARIES/WAGES-UNCLASSIFI	9,130.37	9,130.37	14,350.00	5,219.63
100-1720-0000-1060-000	OVERTIME	5,383.18	5,383.18	6,700.00	1,316.82
100-1720-0000-2000-000	HEALTH INSURANCE WAIVER	1,400.00	1,400.00	300.00	(1,100.00)
100-1720-0000-2010-000	MEDICARE TAX	3,770.11	3,770.11	4,800.00	1,029.89
100-1720-0000-2030-000	LEAVE PAYOUT	9,457.20	9,457.20	14,000.00	4,542.80
100-1720-0000-2040-000	HEALTH INSURANCE	40,554.20	40,554.20	58,388.00	17,833.80
100-1720-0000-2050-000	UNEMPLOYMENT INS	3,072.31	3,072.31	2,600.00	(472.31)
100-1720-0000-2060-000	PERS	44,908.84	44,908.84	59,000.00	14,091.16
100-1720-0000-2061-000	PARS-SUPPLEMENTAL RETIREME	255.26	255.26	760.00	504.74
100-1720-0000-2080-000	WORKERS COMP INS	2,780.24	2,780.24	4,590.00	1,809.76
100-1720-0000-3002-000	POSTAGE	243.98	243.98	750.00	506.02
100-1720-0000-3004-000	OFFICE SUPPLIES	4,084.99	4,084.99	3,500.00	(584.99)
100-1720-0000-3006-001	*PRINTING	.00	.00	600.00	600.00
100-1720-0000-3008-000	PUBLICATIONS	.00	.00	100.00	100.00
100-1720-0000-3010-000	OFFICE EQUIPMENT O/M	2,447.04	2,447.04	250.00	(2,197.04)
100-1720-0000-3026-000	BANK SERVICE/WIRE FEES	167.59	167.59	120.00	(47.59)
100-1720-0000-3026-001	*BANK SERVICE FEES	3,012.52	3,012.52	3,000.00	(12.52)
100-1720-0000-3028-001	*AUDIT SERVICES	61,715.00	61,715.00	65,000.00	3,285.00
100-1720-0000-3052-000	EMPLOYEE TRAINING	3,057.28	3,057.28	7,000.00	3,942.72
100-1720-0000-3060-000	EMPLOYEE EVALUATION/RECRUI	555.19	555.19	300.00	(255.19)
100-1720-0000-3076-001	*CONFERENCE/MTG-AD/FI 55%	1,367.22	1,367.22	4,000.00	2,632.78
100-1720-0000-3078-000	PROFESSIONAL MEMBERSHIPS	59.00	59.00	200.00	141.00
100-1720-0000-3108-000	CELLULAR PHONES	200.11	200.11	250.00	49.89
100-1720-0000-3364-000	CONTRACT SERVICES-MISC	2,437.56	2,437.56	20,000.00	17,562.44
100-1720-0000-3364-001	CONTRACT SERVICES - GASB 34	3,089.50	3,089.50	.00	(3,089.50)
100-1720-0000-3374-000	ADVERTISING	197.75	197.75	.00	(197.75)
100-1720-0000-3404-000	INSURANCE CHARGE - RMA	6,990.00	6,990.00	4,321.00	(2,669.00)
100-1720-0000-3414-000	ERMA/EAP	1,616.12	1,616.12	1,617.00	.88
100-1720-0602-4999-000	IT CHARGE	.00	.00	30,726.00	30,726.00

	TOTAL FINANCE DEPARTMENT E	458,792.44	458,792.44	624,722.00	165,929.56
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PROPERTY TAXES EXPENDITURE

100-1725-0000-3464-001	*CWD PROP TAX	539.40	539.40	.00	(539.40)
	TOTAL PROPERTY TAXES EXPEND	539.40	539.40	.00	(539.40)

INSURANCE HOLDING EXPENDIT

100-1730-0000-3413-000	WORKER'S COMPENSATION PRE	61,518.00	61,518.00	.00	(61,518.00)
	TOTAL INSURANCE HOLDING EX	61,518.00	61,518.00	.00	(61,518.00)

CITY OF CHOWCHILLA
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 10 MONTHS ENDING APRIL 30, 2015

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PC
<u>POLICE - SWORN EXPENDITURES</u>					
100-2610-0000-1010-000	SALARIES/WAGES	937,175.71	937,175.71	1,120,000.00	182,824.29
100-2610-0000-1030-000	SALARIES/WAGES-UNCLASSIFI	23,268.51	23,268.51	87,000.00	63,731.49
100-2610-0000-1060-000	OVERTIME	138,785.62	138,785.62	120,000.00	(18,785.62)
100-2610-0000-1070-000	HOLIDAY-IN-LIEU	2,812.33	2,812.33	35,000.00	32,187.67
100-2610-0000-1090-000	SHIFT DIFF/SPECIAL ASSIGNME	8,533.43	8,533.43	5,300.00	(3,233.43)
100-2610-0000-2000-000	HEALTH INSURANCE WAIVER	13,550.00	13,550.00	5,300.00	(8,250.00)
100-2610-0000-2010-000	MEDICARE TAX	15,972.92	15,972.92	19,000.00	3,027.08
100-2610-0000-2030-000	LEAVE PAYOUT	22,448.72	22,448.72	11,000.00	(11,448.72)
100-2610-0000-2040-000	HEALTH INSURANCE	137,536.68	137,536.68	182,000.00	44,463.32
100-2610-0000-2050-000	UNEMPLOYMENT INS	11,732.93	11,732.93	12,500.00	767.07
100-2610-0000-2060-000	PERS	307,057.39	307,057.39	435,000.00	127,942.61
100-2610-0000-2061-000	PARS-SUPPLEMENTAL RETIREME	819.06	819.06	3,263.00	2,443.94
100-2610-0000-2080-000	WORKERS COMP INS	70,184.19	70,184.19	115,904.00	45,719.81
100-2610-0000-3002-000	POSTAGE	929.26	929.26	800.00	(129.26)
100-2610-0000-3004-000	OFFICE SUPPLIES	3,680.91	3,680.91	2,200.00	(1,480.91)
100-2610-0000-3006-000	PRINTING	1,830.60	1,830.60	1,800.00	(30.60)
100-2610-0000-3008-000	PUBLICATIONS	737.98	737.98	500.00	(237.98)
100-2610-0000-3010-000	OFFICE EQUIPMENT O/M	1,596.23	1,596.23	1,500.00	(96.23)
100-2610-0000-3014-000	UNIFORM/LAUNDRY ALLOWANC	15,662.50	15,662.50	24,000.00	8,337.50
100-2610-0000-3015-000	UNIFORM REPLACEMENT	1,457.57	1,457.57	1,200.00	(257.57)
100-2610-0000-3016-000	SPECIAL EQUIPMENT O/M	2,616.34	2,616.34	1,500.00	(1,116.34)
100-2610-0000-3018-000	RANGE EQUIPMENT O/M	4,146.00	4,146.00	3,200.00	(946.00)
100-2610-0000-3020-000	SAFETY EQUIPMENT	5,993.60	5,993.60	10,500.00	4,506.40
100-2610-0000-3022-000	INFO SERVICES O/M	.00	.00	2,500.00	2,500.00
100-2610-0000-3052-000	EMPLOYEE TRAINING	5,638.80	5,638.80	6,900.00	1,261.20
100-2610-0000-3053-000	EMERGENCY TRAINING/EXERCIS	.00	.00	500.00	500.00
100-2610-0000-3056-000	POST(OFFSET BY EQUAL REVENU	6,133.13	6,133.13	12,000.00	5,866.87
100-2610-0000-3060-000	EMPLOYEE EVALUATION/RECRUI	7,870.60	7,870.60	12,941.00	5,070.40
100-2610-0000-3070-000	CONFERENCES/MEETINGS	1,237.69	1,237.69	6,000.00	4,762.31
100-2610-0000-3078-000	PROFESSIONAL MEMBERSHIPS	785.00	785.00	750.00	(35.00)
100-2610-0000-3088-000	RECRUITMENT COSTS	21.11	21.11	.00	(21.11)
100-2610-0000-3106-000	CLETS LINE	.00	.00	3,600.00	3,600.00
100-2610-0000-3108-000	CELLULAR PHONES	7,869.70	7,869.70	5,800.00	(2,069.70)
100-2610-0000-3120-000	RADIO O/M	2,067.03	2,067.03	4,200.00	2,132.97
100-2610-0000-3152-000	BUILDING O/M	11,472.99	11,472.99	8,200.00	(3,272.99)
100-2610-0000-3156-000	ENERGY	29,287.67	29,287.67	34,500.00	5,212.33
100-2610-0000-3202-000	VEHICLE O/M	26,063.44	26,063.44	18,000.00	(8,063.44)
100-2610-0000-3204-000	FUELS	43,261.44	43,261.44	48,500.00	5,238.56
100-2610-0000-3364-000	CONTRACT SERVICES-MISC	15,184.97	15,184.97	5,300.00	(9,884.97)
100-2610-0000-3365-000	CONTRACT SERVICES-IA	3,529.15	3,529.15	5,000.00	1,470.85
100-2610-0000-3374-000	ADVERTISING	.00	.00	500.00	500.00
100-2610-0000-3404-000	INSURANCE CHARGE - RMA	40,575.38	40,575.38	27,444.00	(13,131.38)
100-2610-0000-3414-000	ERMA/EAP	7,757.37	7,757.37	7,758.00	.63
100-2610-0000-3416-000	OFF-DUTY DISABILITY INSURA	4,472.00	4,472.00	4,400.00	(72.00)
100-2610-0000-3502-000	LABORATORY O/M	3,475.34	3,475.34	6,000.00	2,524.66
100-2610-0000-3504-000	PRISONER O/M	44.73	44.73	250.00	205.27
100-2610-0000-5000-000	911 UPGRADE PROJECT (ZETRON)	119,884.12	119,884.12	118,858.00	(1,026.12)
100-2610-0000-5017-000	POLICE DEPT CAMERAS	958.92	958.92	3,000.00	2,041.08
100-2610-0000-5040-000	POLICE VEHICLES	61,205.12	61,205.12	.00	(61,205.12)
100-2610-0601-4999-000	FLEET CHARGE	.00	.00	47,968.00	47,968.00
100-2610-0602-4999-000	IT CHARGE	.00	.00	156,286.00	156,286.00
	TOTAL POLICE - SWORN EXPEND	2,127,324.18	2,127,324.18	2,745,622.00	618,297.82

CITY OF CHOWCHILLA
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 10 MONTHS ENDING APRIL 30, 2015

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PC
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POLICE - NET EXPENDITURES

100-2615-0000-1010-000	SALARIES/WAGES	.00	.00	60,000.00	60,000.00
100-2615-0000-1060-000	OVERTIME	.00	.00	6,000.00	6,000.00
100-2615-0000-1070-000	HOLIDAY-IN-LIEU	.00	.00	2,450.00	2,450.00
100-2615-0000-1090-000	SHIFT DIFFERENTIAL	.00	.00	640.00	640.00
100-2615-0000-2010-000	MEDICARE TAX	.00	.00	850.00	850.00
100-2615-0000-2040-000	HEALTH INSURANCE	.00	.00	15,829.00	15,829.00
100-2615-0000-2050-000	UNEMPLOYMENT INS	.00	.00	1,050.00	1,050.00
100-2615-0000-2060-000	PERS	.00	.00	26,129.00	26,129.00
100-2615-0000-2080-000	WORKERS COMP INS	.00	.00	3,432.00	3,432.00
100-2615-0000-3014-000	UNIFORM/LAUNDRY ALLOWANC	.00	.00	1,500.00	1,500.00
100-2615-0000-3016-000	SPECIAL EQUIPMENT O/M	.00	.00	6,000.00	6,000.00
100-2615-0000-3052-000	EMPLOYEE TRAINING	.00	.00	700.00	700.00
100-2615-0000-3060-000	EMPLOYEE EVALUATION/RECRUI	.00	.00	500.00	500.00
100-2615-0000-3108-000	CELLULAR PHONES	.00	.00	1,200.00	1,200.00
100-2615-0000-3120-000	RADIO O/M	.00	.00	500.00	500.00
100-2615-0000-3202-000	VEHICLE O/M	.00	.00	7,500.00	7,500.00
100-2615-0000-3204-000	FUELS	.00	.00	5,000.00	5,000.00
100-2615-0000-3502-000	LABORATORY O/M	.00	.00	1,000.00	1,000.00
	TOTAL POLICE - NET EXPENDITU	.00	.00	140,280.00	140,280.00

SPECIAL INVESTIGATIONS UNI

100-2617-0000-1010-000	SALARIES/WAGES	35,025.01	35,025.01	50,000.00	14,974.99
100-2617-0000-1060-000	OVERTIME	3,463.02	3,463.02	10,000.00	6,536.98
100-2617-0000-1070-000	HOLIDAY-IN-LIEU	1,865.60	1,865.60	.00 (	1,865.60)
100-2617-0000-1090-000	SHIFT DIFFERENTIAL	275.39	275.39	1,000.00	724.61
100-2617-0000-2010-000	MEDICARE TAX	581.53	581.53	900.00	318.47
100-2617-0000-2040-000	HEALTH INSURANCE	5,100.64	5,100.64	6,354.00	1,253.36
100-2617-0000-2050-000	UNEMPLOYMENT INS	434.00	434.00	600.00	166.00
100-2617-0000-2060-000	PERS	6,454.54	6,454.54	10,000.00	3,545.46
100-2617-0000-2080-000	WORKERS COMP INS	3,350.89	3,350.89	4,700.00	1,349.11
100-2617-0000-3014-000	UNIFORM/LAUNDRY ALLOWANC	750.00	750.00	1,200.00	450.00
100-2617-0000-3364-000	CONTRACT SERVICES-MISC	415.57	415.57	350.00 (	65.57)
100-2617-0000-3404-000	INSURANCE CHARGE - RMA	1,282.26	1,282.26	765.00 (	517.26)
100-2617-0000-3414-000	ERMA/EAP	323.22	323.22	324.00	.78
100-2617-0000-3416-000	OFF DUTY DISABILITY INS.	193.50	193.50	250.00	56.50
	TOTAL SPECIAL INVESTIGATIO	59,515.17	59,515.17	86,443.00	26,927.83

CITY OF CHOWCHILLA
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 10 MONTHS ENDING APRIL 30, 2015

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PC
<u>POLICE - K-9 EXPENDITURES</u>					
100-2618-0000-3052-000	K-9 TRAINING	219.98	219.98	.00 (	219.98)
100-2618-1202-3020-000	K-9 SAFETY EQUIP	.00	.00	500.00	500.00
100-2618-1202-3052-000	K-9 TRAINING	.00	.00	500.00	500.00
100-2618-1202-3202-000	K-9 VEHICLE O/M	.00	.00	100.00	100.00
100-2618-1202-3242-000	K-9 DOG FOOD	474.02	474.02	600.00	125.98
100-2618-1202-3244-000	K-9 VET CARE/MEDICAL SUPPLIE	1,937.84	1,937.84	2,200.00	262.16
	TOTAL POLICE - K-9 EXPENDITUR	2,631.84	2,631.84	3,900.00	1,268.16
<u>FIRE SERVICES EXPENDITURES</u>					
100-2705-0000-1010-000	SALARIES/WAGES	86,094.70	86,094.70	116,600.00	30,505.30
100-2705-0000-2010-000	MEDICARE TAX	1,216.01	1,216.01	1,700.00	483.99
100-2705-0000-2040-000	HEALTH INSURANCE	10,515.59	10,515.59	18,100.00	7,584.41
100-2705-0000-2050-000	UNEMPLOYMENT INS	434.00	434.00	600.00	166.00
100-2705-0000-2060-000	PERS	38,418.80	38,418.80	51,130.00	12,711.20
100-2705-0000-2080-000	WORKERS COMP INS	9,852.41	9,852.41	12,975.00	3,122.59
100-2705-0000-3002-000	POSTAGE	39.95	39.95	250.00	210.05
100-2705-0000-3004-000	OFFICE SUPPLIES	263.17	263.17	120.00 (	143.17)
100-2705-0000-3008-000	PUBLICATIONS	.00	.00	250.00	250.00
100-2705-0000-3010-000	OFFICE EQUIPMENT O/M	239.99	239.99	600.00	360.01
100-2705-0000-3014-000	UNIFORM/LAUNDRY ALLOWANC	1,310.39	1,310.39	2,000.00	689.61
100-2705-0000-3016-000	SPECIAL EQUIPMENT O/M	2,096.42	2,096.42	3,000.00	903.58
100-2705-0000-3019-000	FIRE PREVENTION MATERIALS	2,074.86	2,074.86	2,200.00	125.14
100-2705-0000-3020-000	SAFETY EQUIPMENT	14,716.19	14,716.19	23,500.00	8,783.81
100-2705-0000-3021-000	REHAB SUPPLIES	.00	.00	200.00	200.00
100-2705-0000-3022-000	INFO SERVICES O/M	1,757.31	1,757.31	3,200.00	1,442.69
100-2705-0000-3052-000	EMPLOYEE TRAINING	4,777.28	4,777.28	3,000.00 (	1,777.28)
100-2705-0000-3060-000	EMPLOYEE EVALUATION/RECRUI	480.00	480.00	1,800.00	1,320.00
100-2705-0000-3062-000	MEDICAL EXAMINATIONS	.00	.00	500.00	500.00
100-2705-0000-3064-000	VOLUNTEER SERVICES	4,140.00	4,140.00	5,250.00	1,110.00
100-2705-0000-3078-000	PROFESSIONAL MEMBERSHIPS	.00	.00	1,500.00	1,500.00
100-2705-0000-3102-000	TELEPHONE	.00	.00	800.00	800.00
100-2705-0000-3108-000	CELLULAR PHONES	707.29	707.29	1,600.00	892.71
100-2705-0000-3120-000	RADIO O/M	608.54	608.54	4,000.00	3,391.46
100-2705-0000-3152-000	BUILDING O/M	4,882.81	4,882.81	3,600.00 (	1,282.81)
100-2705-0000-3156-000	ENERGY	9,726.27	9,726.27	11,000.00	1,273.73
100-2705-0000-3202-000	VEHICLE O/M	6,278.02	6,278.02	6,000.00 (	278.02)
100-2705-0000-3204-000	FUELS	3,676.57	3,676.57	4,000.00	323.43
100-2705-0000-3206-000	SMALL TOOLS	.00	.00	600.00	600.00
100-2705-0000-3212-000	DMV FEES CERTIFICATION	.00	.00	100.00	100.00
100-2705-0000-3214-000	INSURANCE	.00	.00	2,261.00	2,261.00
100-2705-0000-3364-000	CONTRAT SERVICES	502.56	502.56	750.00	247.44
100-2705-0000-3404-000	INSURANCE CHARGE - RMA	7,229.19	7,229.19	6,712.00 (	517.19)
100-2705-0000-3414-000	ERMA/EAP	323.22	323.22	324.00	.78
100-2705-0601-4999-000	FLEET CHARGE	.00	.00	30,877.00	30,877.00
100-2705-0602-4999-000	IT CHARGE	.00	.00	17,307.00	17,307.00
	TOTAL FIRE SERVICES EXPENDI	212,361.54	212,361.54	338,406.00	126,044.46

CITY OF CHOWCHILLA
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 10 MONTHS ENDING APRIL 30, 2015

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PC
<u>ANIMAL CONTROL EXPENDITURE</u>					
100-2805-0000-1010-000	35,662.48	35,662.48	45,000.00	9,337.52	
100-2805-0000-1030-000	2,987.25	2,987.25	7,200.00	4,212.75	
100-2805-0000-1060-000	4,713.13	4,713.13	6,700.00	1,986.87	
100-2805-0000-1090-000	71.14	71.14	150.00	78.86	
100-2805-0000-2010-000	590.99	590.99	850.00	259.01	
100-2805-0000-2040-000	9,331.92	9,331.92	12,400.00	3,068.08	
100-2805-0000-2050-000	620.20	620.20	950.00	329.80	
100-2805-0000-2060-000	9,471.91	9,471.91	12,000.00	2,528.09	
100-2805-0000-2061-000	156.71	156.71	400.00	243.29	
100-2805-0000-2080-000	3,824.12	3,824.12	6,300.00	2,475.88	
100-2805-0000-3008-000	10.00	10.00	.00	(10.00)	
100-2805-0000-3014-000	771.50	771.50	900.00	128.50	
100-2805-0000-3018-000	205.90	205.90	250.00	44.10	
100-2805-0000-3052-000	.00	.00	250.00	250.00	
100-2805-0000-3078-000	.00	.00	75.00	75.00	
100-2805-0000-3152-000	2,479.25	2,479.25	2,800.00	320.75	
100-2805-0000-3202-000	332.82	332.82	1,000.00	667.18	
100-2805-0000-3204-000	2,978.52	2,978.52	1,500.00	(1,478.52)	1
100-2805-0000-3242-000	.00	.00	1,500.00	1,500.00	
100-2805-0000-3244-000	5,013.85	5,013.85	3,000.00	(2,013.85)	1
100-2805-0000-3246-000	180.00	180.00	200.00	20.00	
100-2805-0000-3248-000	1,089.30	1,089.30	1,000.00	(89.30)	1
100-2805-0000-3364-000	646.80	646.80	400.00	(246.80)	1
100-2805-0000-3404-000	5,071.97	5,071.97	3,858.00	(1,213.97)	1
100-2805-0000-3414-000	646.45	646.45	647.00	.55	
100-2805-0000-3416-000	193.50	193.50	210.00	16.50	
TOTAL ANIMAL CONTROL EXPEN	87,049.71	87,049.71	109,540.00	22,490.29	

CITY OF CHOWCHILLA
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 10 MONTHS ENDING APRIL 30, 2015

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PC
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PLANNING & ZONING EXPENDIT

100-4605-0000-1010-000	SALARIES/WAGES	80,841.60	80,841.60	145,700.00	64,858.40
100-4605-0000-1030-000	SALARIES/WAGES-UNCLASSIFI	17,386.10	17,386.10	6,800.00	(10,586.10) 2
100-4605-0000-1060-000	OVERTIME	.00	.00	300.00	300.00
100-4605-0000-2010-000	MEDICARE TAX	1,654.05	1,654.05	2,370.00	715.95
100-4605-0000-2030-000	LEAVE PAYOUT	19,859.91	19,859.91	15,000.00	(4,859.91) 1
100-4605-0000-2040-000	HEALTH INSURANCE	15,961.77	15,961.77	29,500.00	13,538.23
100-4605-0000-2050-000	UNEMPLOYMENT INS	1,123.85	1,123.85	1,320.00	196.15
100-4605-0000-2060-000	PERS	13,279.43	13,279.43	22,100.00	8,820.57
100-4605-0000-2061-000	PARS-SUPPLEMENTAL RETIREME	864.55	864.55	325.00	(539.55) 2
100-4605-0000-2080-000	WORKERS COMP INS	851.62	851.62	5,167.00	4,315.38
100-4605-0000-3002-000	POSTAGE	161.16	161.16	400.00	238.84
100-4605-0000-3004-000	OFFICE SUPPLIES	152.76	152.76	350.00	197.24
100-4605-0000-3006-000	PRINTING	.00	.00	100.00	100.00
100-4605-0000-3008-000	PUBLICATIONS	29.00	29.00	150.00	121.00
100-4605-0000-3010-000	OFFICE EQUIPMENT O/M	199.67	199.67	400.00	200.33
100-4605-0000-3052-000	EMPLOYEE TRAINING	275.28	275.28	500.00	224.72
100-4605-0000-3053-000	SOFTWARE - NOT CAPITALIZED	.00	.00	200.00	200.00
100-4605-0000-3060-000	EMPLOYEE EVALUATION/RECRUI	.00	.00	50.00	50.00
100-4605-0000-3070-000	CONFERENCES/MEETINGS	1,998.46	1,998.46	3,000.00	1,001.54
100-4605-0000-3078-000	PROFESSIONAL MEMBERSHIPS	100.00	100.00	900.00	800.00
100-4605-0000-3108-000	CELLULAR PHONES	130.13	130.13	250.00	119.87
100-4605-0000-3364-000	CONTRACT SERVICES-MISC	7,420.34	7,420.34	10,000.00	2,579.66
100-4605-0000-3374-000	ADVERTISING	453.39	453.39	2,500.00	2,046.61
100-4605-0000-3404-000	INSURANCE CHARGE - RMA	3,653.70	3,653.70	2,264.00	(1,389.70) 1
100-4605-0000-3414-000	ERMA/EAP	808.06	808.06	809.00	.94
100-4605-0000-3454-000	RECORDING/FILING FEES	136.00	136.00	5,000.00	4,864.00
100-4605-0000-3458-000	LAFCO MANDATED FEE	10,831.21	10,831.21	9,000.00	(1,831.21) 1
100-4605-0602-4999-000	IT CHARGE	.00	.00	19,854.00	19,854.00
TOTAL PLANNING & ZONING EXP		178,172.04	178,172.04	284,309.00	106,136.96

COMMUNITY & ECONOMIC DVLP

100-4705-0000-3002-000	POSTAGE	66.62	66.62	30.00	(36.62) 2
100-4705-0000-3004-000	OFFICE SUPPLIES	4.98	4.98	100.00	95.02
100-4705-0000-3006-000	PRINTING	159.28	159.28	250.00	90.72
100-4705-0000-3010-000	OFFICE EQUIP	2.93	2.93	30.00	27.07
100-4705-0000-3052-000	EMPLOYEE TRAINING	145.00	145.00	500.00	355.00
100-4705-0000-3364-000	CONTRACTED SERVICES	.00	.00	3,500.00	3,500.00
100-4705-0000-3374-000	ADVERTISING	.00	.00	100.00	100.00
TOTAL COMMUNITY & ECONOMI		378.81	378.81	4,510.00	4,131.19

CITY OF CHOWCHILLA
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 10 MONTHS ENDING APRIL 30, 2015

GENERAL FUND

PERIOD ACTUAL

YTD ACTUAL

BUDGET

UNEXPENDED

PC

BUILDING & CODE ENFORCEMEN

100-4805-0000-1010-000	SALARIES/WAGES	51,054.35	51,054.35	60,600.00	9,545.65
100-4805-0000-1060-000	OVERTIME	170.40	170.40	.00 (	170.40)
100-4805-0000-2010-000	MEDICARE TAX	710.24	710.24	850.00	139.76
100-4805-0000-2040-000	HEALTH INSURANCE	9,708.18	9,708.18	12,500.00	2,791.82
100-4805-0000-2050-000	UNEMPLOYMENT INS	433.99	433.99	550.00	116.01
100-4805-0000-2060-000	PERS	12,564.43	12,564.43	15,100.00	2,535.57
100-4805-0000-2080-000	WORKERS COMP INS	1,444.08	1,444.08	2,919.00	1,474.92
100-4805-0000-3002-000	POSTAGE	842.39	842.39	2,000.00	1,157.61
100-4805-0000-3004-000	OFFICE SUPPLIES	259.03	259.03	500.00	240.97
100-4805-0000-3006-000	PRINTING	25.91	25.91	200.00	174.09
100-4805-0000-3008-000	PUBLICATIONS	73.39	73.39	500.00	426.61
100-4805-0000-3010-000	OFFICE EQUIPMENT O/M	294.38	294.38	500.00	205.62
100-4805-0000-3014-000	UNIFORM/LAUNDRY ALLOWANC	399.80	399.80	500.00	100.20
100-4805-0000-3052-000	EMPLOYEE TRAINING	107.28	107.28	1,000.00	892.72
100-4805-0000-3060-000	EMPLOYEE EVALUATION/RECRUI	.00	.00	250.00	250.00
100-4805-0000-3070-000	CONFERENCES/MEETINGS	15.00	15.00	2,500.00	2,485.00
100-4805-0000-3078-000	PROFESSIONAL MEMBERSHIPS	50.00	50.00	300.00	250.00
100-4805-0000-3108-000	CELLULAR PHONES	167.32	167.32	350.00	182.68
100-4805-0000-3202-000	VEHICLE O/M	188.51	188.51	600.00	411.49
100-4805-0000-3204-000	FUELS	843.48	843.48	1,100.00	256.52
100-4805-0000-3206-000	SMALL TOOLS	18.31	18.31	100.00	81.69
100-4805-0000-3290-000	WEED ABATEMENT	.00	.00	4,000.00	4,000.00
100-4805-0000-3291-000	GRAFFITI ABATEMENT	68.66	68.66	.00 (	68.66)
100-4805-0000-3352-000	LEGAL FEES	.00	.00	500.00	500.00
100-4805-0000-3364-000	CONTRACT SERVICES-MISC	502.56	502.56	300.00 (	202.56)
100-4805-0000-3364-001	CONTRACTED SERVICES-BOARDI	787.16	787.16	4,000.00	3,212.84
100-4805-0000-3374-000	ADVERTISING	182.88	182.88	300.00	117.12
100-4805-0000-3378-000	PLAN CHECK SERVICES CONTRAC	11,064.01	11,064.01	6,000.00 (	5,064.01)
100-4805-0000-3404-000	INSURANCE CHARGE - RMA	1,514.60	1,514.60	998.00 (	516.60)
100-4805-0000-3414-000	ERMA/EAP	323.22	323.22	324.00	.78
100-4805-0000-3506-000	PHOTOGRAPHIC O/M	.00	.00	200.00	200.00
	TOTAL BUILDING & CODE ENFOR	93,813.56	93,813.56	119,541.00	25,727.44

COMMUNITY PROMOTION EXPEN

100-4905-0000-3002-000	POSTAGE	.96	.96	.00 (	.96)
100-4905-0000-3010-000	OFFICE EQUIPMENT O/M	.27	.27	.00 (	.27)
100-4905-0000-3268-000	CHAMBER OF COMMERCE CONTRI	.00	.00	7,000.00	7,000.00
100-4905-0000-3269-000	COUNTY FAIR	5,000.00	5,000.00	5,000.00	.00
100-4905-0000-3270-000	ECONOMIC DEV COMM CONTRIB	19,382.25	19,382.25	25,483.00	6,100.75
100-4905-0000-3999-001	CHOWCHILLA STAMPEDE EXPEN	1,027.24	1,027.24	.00 (	1,027.24)
	TOTAL COMMUNITY PROMOTIO	25,410.72	25,410.72	37,483.00	12,072.28

CITY OF CHOWCHILLA
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 10 MONTHS ENDING APRIL 30, 2015

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PC
<u>SENIOR SERVICES EXPENDITURE</u>						
100-6615-0000-1030-000	SALARIES/WAGES-UNCLASSIFI	10,244.62	10,244.62	12,100.00	1,855.38	
100-6615-0000-2010-000	MEDICARE TAX	148.59	148.59	176.00	27.41	
100-6615-0000-2050-000	UNEMPLOYMENT INS	272.56	272.56	434.00	161.44	
100-6615-0000-2060-000	PERS	952.23	952.23	1,100.00	147.77	
100-6615-0000-2080-000	WORKERS COMP INS	76.24	76.24	326.00	249.76	
100-6615-0000-3002-000	POSTAGE	10.00	10.00	.00	(10.00)	
100-6615-0000-3004-000	OFFICE SUPPLIES	73.20	73.20	300.00	226.80	
100-6615-0000-3010-000	OFFICE EQUIPMENT O/M	2.57	2.57	.00	(2.57)	
100-6615-0000-3102-000	TELEPHONE	164.91	164.91	500.00	335.09	
100-6615-0000-3140-000	PROGRAM SUPPLIES	.00	.00	1,800.00	1,800.00	
100-6615-0000-3145-000	FMAAA NUTRITION SITE SUPP	312.21	312.21	500.00	187.79	
100-6615-0000-3152-000	BUILDING O/M	3,278.64	3,278.64	6,000.00	2,721.36	
100-6615-0000-3156-000	ENERGY	4,623.99	4,623.99	6,000.00	1,376.01	
100-6615-0000-3283-000	FMAAA NUTRITION UNQUALIFI	12.93	12.93	100.00	87.07	
100-6615-0000-3364-000	CONTRACT SERVICES	144.29	144.29	300.00	155.71	
100-6615-0000-3404-000	INSURANCE CHARGE - RMA	2,583.41	2,583.41	2,066.00	(517.41)	1
100-6615-0000-3414-000	ERMA/EAP	323.22	323.22	324.00	.78	
TOTAL SENIOR SERVICES EXPEN		23,223.61	23,223.61	32,026.00	8,802.39	

CITY OF CHOWCHILLA
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 10 MONTHS ENDING APRIL 30, 2015

GENERAL FUND

PERIOD ACTUAL

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BUDGET

UNEXPENDED

PC

PARKS AND FACILITIES EXPEND

100-6620-0000-1010-000	SALARIES/WAGES	49,174.28	49,174.28	64,000.00	14,825.72
100-6620-0000-1030-000	SALARIES/WAGES-UNCLASSIFI	38,248.48	38,248.48	50,000.00	11,751.52
100-6620-0000-1060-000	OVERTIME	1,145.06	1,145.06	4,000.00	2,854.94
100-6620-0000-1080-000	STANDBY	203.37	203.37	1,000.00	796.63
100-6620-0000-2010-000	MEDICARE TAX	1,254.55	1,254.55	1,750.00	495.45
100-6620-0000-2030-000	LEAVE PAYOUT	2,238.68	2,238.68	4,000.00	1,761.32
100-6620-0000-2040-000	HEALTH INSURANCE	16,818.95	16,818.95	20,000.00	3,181.05
100-6620-0000-2050-000	UNEMPLOYMENT INS	2,050.42	2,050.42	2,170.00	119.58
100-6620-0000-2060-000	PERS	12,933.14	12,933.14	15,000.00	2,066.86
100-6620-0000-2061-000	PARS-SUPPLEMENTAL RETIREME	1,685.09	1,685.09	2,700.00	1,014.91
100-6620-0000-2080-000	WORKERS COMP INS	9,146.78	9,146.78	15,019.00	5,872.22
100-6620-0000-3002-000	POSTAGE	50.40	50.40	30.00	(20.40)
100-6620-0000-3004-000	OFFICE SUPPLIES	57.23	57.23	100.00	42.77
100-6620-0000-3010-000	OFFICE EQUIPMENT O/M	16.77	16.77	50.00	33.23
100-6620-0000-3014-000	UNIFORM/LAUNDRY ALLOWANC	1,261.81	1,261.81	2,000.00	738.19
100-6620-0000-3016-000	SPECIAL EQUIPMENT O/M	7,783.56	7,783.56	10,000.00	2,216.44
100-6620-0000-3016-040	SPECIAL EQUIPMENT O/M (LAKE)	.00	.00	1,500.00	1,500.00
100-6620-0000-3018-000	OPERATING EQPT	829.35	829.35	1,500.00	670.65
100-6620-0000-3020-000	SAFETY EQUIPMENT	972.04	972.04	2,000.00	1,027.96
100-6620-0000-3052-000	EMPLOYEE TRAINING	257.28	257.28	2,500.00	2,242.72
100-6620-0000-3060-000	EMPLOYEE EVALUATION/RECRUI	260.00	260.00	500.00	240.00
100-6620-0000-3070-000	CONFERENCES/MEETINGS	.00	.00	50.00	50.00
100-6620-0000-3078-000	PROFESSIONAL MEMBERSHIPS	.00	.00	300.00	300.00
100-6620-0000-3108-000	CELLULAR PHONES	288.17	288.17	500.00	211.83
100-6620-0000-3120-000	RADIO O/M	47.50	47.50	.00	(47.50)
100-6620-0000-3150-000	JANITORIAL SUPPLIES	2,677.32	2,677.32	4,000.00	1,322.68
100-6620-0000-3152-000	BUILDING O/M	16,048.29	16,048.29	28,000.00	11,951.71
100-6620-0000-3153-000	BUILDING O/M-VANDALISM	316.00	316.00	3,000.00	2,684.00
100-6620-0000-3156-000	ENERGY	25,922.89	25,922.89	25,000.00	(922.89)
100-6620-0000-3162-000	HORTICULTURAL O/M	5,653.43	5,653.43	6,000.00	346.57
100-6620-0000-3165-000	PLAYGROUND O/M	.00	.00	8,000.00	8,000.00
100-6620-0000-3170-000	SYSTEM REPAIRS	6,073.72	6,073.72	8,000.00	1,926.28
100-6620-0000-3202-000	VEHICLE O/M	2,452.56	2,452.56	3,000.00	547.44
100-6620-0000-3204-000	FUELS	4,299.70	4,299.70	6,500.00	2,200.30
100-6620-0000-3206-000	SMALL TOOLS	1,198.20	1,198.20	4,000.00	2,801.80
100-6620-0000-3208-000	EQUIPMENT LEASE/RENTAL	.00	.00	1,000.00	1,000.00
100-6620-0000-3364-000	CONTRACT SERVICES-MISC	5,617.21	5,617.21	5,000.00	(617.21)
100-6620-0000-3374-000	ADVERTISING	135.84	135.84	.00	(135.84)
100-6620-0000-3404-000	INSURANCE CHARGE - RMA	10,371.16	10,371.16	8,251.00	(2,120.16)
100-6620-0000-3414-000	ERMA/EAP	2,294.89	2,294.89	2,295.00	.11
100-6620-0000-3464-000	WATER DIST./P-TAX CHGS.	.00	.00	30.00	30.00
100-6620-0000-5022-000	POWER WASHER-GRAFITTI REM	.00	.00	25.00	25.00
100-6620-0000-5030-002	SOLAR PROJECT	.00	.00	276,142.00	276,142.00
100-6620-0601-4999-000	FLEET CHARGE	.00	.00	22,017.00	22,017.00
100-6620-0602-4999-000	IT CHARGE	.00	.00	4,541.00	4,541.00
	TOTAL PARKS AND FACILITIES E	229,784.12	229,784.12	615,470.00	385,685.88

CITY OF CHOWCHILLA
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 10 MONTHS ENDING APRIL 30, 2015

		GENERAL FUND				
		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PC
<u>RECREATION PROGRAMS EXPEND</u>						
100-6625-0000-3002-000	POSTAGE	4.32	4.32	.00	(4.32)	
100-6625-0000-3005-000	PROGRAM SUPPLIES	1,220.22	1,220.22	1,200.00	(20.22)	
100-6625-0000-3010-000	OFFICE EQUIPMENT O/M	1.47	1.47	.00	(1.47)	
100-6625-0000-3025-000	COMPUTER SOFTWARE	647.88	647.88	800.00	152.12	
100-6625-0000-3052-000	EMPLOYEE TRAINING	1,342.35	1,342.35	1,200.00	(142.35)	
100-6625-0000-3078-000	PROFESSIONAL MEMBERSHIPS	170.00	170.00	330.00	160.00	
100-6625-0000-3325-000	MISCELLANEOUS EXPENSES	907.02	907.02	1,000.00	92.98	
100-6625-0000-3364-000	CONTRACT SERVICES-MISC	6,935.00	6,935.00	21,000.00	14,065.00	
	<u>TOTAL RECREATION PROGRAMS</u>	<u>11,228.26</u>	<u>11,228.26</u>	<u>25,530.00</u>	<u>14,301.74</u>	
	 <u>TOTAL FUND EXPENDITURES</u>	 <u>5,163,078.59</u>	 <u>5,163,078.59</u>	 <u>6,785,349.00</u>	 <u>1,622,270.41</u>	
	 <u>NET REVENUE OVER EXPENDITUR</u>	 <u>(1,059,893.21)</u>	 <u>(1,059,893.21)</u>	 <u>97,321.00</u>	 <u>1,157,214.21</u>	 <u>(10,000.00)</u>

	Prior Budget	Prior Actual	Percent	Current Budget	Current Actual	Difference	Percent
GENERAL FUND							
GENERAL ADMINISTRATION							
Total Expenditure:	.00	1,417.60	0%	17,240.00	37,475.72	20,235.72-	217%
Total Revenue:	3,969,300.00	2,652,796.61	67%	4,940,035.00	2,698,750.45	2,241,284.55	55%
CITY COUNCIL							
Total Expenditure:	68,153.00	39,945.47	59%	62,887.33	41,167.80	21,719.53	65%
Total Revenue:	20,634.00	15,474.00	75%	20,634.00	17,195.00	3,439.00	83%
CITY CLERK							
Total Expenditure:	97,390.00	89,421.67	92%	119,141.67	87,250.86	31,890.81	73%
Total Revenue:	75,938.00	56,952.00	75%	75,938.00	64,281.60	11,656.40	85%
CITY ATTORNEY							
Total Expenditure:	135,000.00	183,098.37	136%	212,000.00	671,520.69	459,520.69-	317%
Total Revenue:	44,000.00	26,250.00	60%	44,000.00	29,166.70	14,833.30	66%
GENERAL SERVICES							
Total Expenditure:	548,663.00	397,158.00	72%	633,883.00	436,525.29	197,357.71	69%
Total Revenue:	74,481.00	55,863.00	75%	74,481.00	62,067.50	12,413.50	83%
ADMINISTRATIVE SERVICES							
Total Expenditure:	547,575.00	428,274.64	78%	568,490.00	309,026.40	259,463.60	54%
Total Revenue:	324,109.00	243,093.50	75%	324,109.00	270,090.80	54,018.20	83%
CITY PROPERTY - RENTS							
Total Expenditure:	4,066.00	1,634.74	40%	3,925.00	8,368.43	4,443.43-	213%
Total Revenue:	82,126.00	93,593.10	114%	92,480.00	76,813.54	15,666.46	83%
FINANCE DEPARTMENT							
Total Expenditure:	555,337.00	508,741.41	92%	624,722.00	458,792.44	165,929.56	73%
Total Revenue:	418,258.00	313,764.75	75%	418,308.00	348,391.40	69,916.60	83%
PROPERTY TAXES							
Total Expenditure:	9,200.00	2,215.44	24%	.00	539.40	539.40-	0%
INSURANCE HOLDING							
Total Expenditure:	24,410.00	158,510.00	649%	.00	61,518.00	61,518.00-	0%
POLICE - SWORN							
Total Expenditure:	2,396,387.00	1,984,134.89	83%	2,745,622.00	2,127,324.18	618,297.82	77%
Total Revenue:	329,500.00	222,909.25	68%	310,655.00	214,719.20	95,935.80	69%
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	64,974.99	74%	86,443.00	59,515.17	26,927.83	69%
Total Revenue:	64,000.00	25,775.73	40%	60,000.00	18,276.38	41,723.62	30%
POLICE - K-9							
Total Expenditure:	3,800.00	353.73	9%	3,900.00	2,631.84	1,268.16	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	218,627.77	84%	338,406.00	212,361.54	126,044.46	63%
Total Revenue:	80,926.00	60,741.00	75%	80,426.00	71,221.80	9,204.20	89%
ANIMAL CONTROL							
Total Expenditure:	103,823.00	80,404.76	77%	109,540.00	87,049.71	22,490.29	79%
Total Revenue:	7,900.00	7,391.24	94%	8,900.00	5,549.50	3,350.50	62%
STREETS-OLD							
Total Revenue:	300.00	.00	0%	.00	.00	.00	0%
GENERAL SERVICES-OLD							
Total Expenditure:	13,250.00	10,207.29	77%	.00	.00	.00	0%
PLANNING & ZONING							
Total Expenditure:	285,657.00	214,230.86	75%	284,309.00	178,172.04	106,136.96	63%
Total Revenue:	59,028.00	52,475.93	89%	59,138.00	41,959.10	17,178.90	71%
COMMUNITY & ECONOMIC DVLPMNT							
Total Expenditure:	5,480.00	935.82	17%	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	86,279.82	70%	119,541.00	93,813.56	25,727.44	78%
Total Revenue:	115,600.00	96,873.45	84%	149,330.00	116,208.58	33,121.42	78%
COMMUNITY PROMOTION							
Total Expenditure:	37,681.00	32,881.00	87%	37,483.00	25,410.72	12,072.28	68%
COMMUNITY POOL-OLD							
Total Expenditure:	.00	886.03	0%	.00	.00	.00	0%
SENIOR SERVICES							
Total Expenditure:	33,450.00	17,970.98	54%	32,026.00	23,223.61	8,802.39	73%
Total Revenue:	3,530.00	1,921.25	54%	5,100.00	7,400.33	2,300.33-	145%
PARKS AND FACILITIES							
Total Expenditure:	310,315.00	227,886.04	73%	615,470.00	229,784.12	385,685.88	37%
Total Revenue:	45,600.00	35,287.47	77%	50,875.00	56,193.50	5,318.50-	110%
RECREATION PROGRAMS							
Total Expenditure:	24,077.00	4,030.37	17%	25,530.00	11,228.26	14,301.74	44%
Total Revenue:	3,000.00	1,634.64	54%	6,500.00	4,900.00	1,600.00	75%
GENERAL FUND Revenue Total:	5,865,730.00	3,980,958.96	68%	6,882,670.00	4,103,185.38	2,779,484.62	60%
GENERAL FUND Expenditure Total:							
	5,814,380.00	4,754,443.99	82%	6,785,349.00	5,163,078.59	1,622,270.41	76%
Net Total GENERAL FUND:							
	51,350.00	773,485.03-	-1506%	97,321.00	1,059,893.21-	1,157,214.21	-1089%
Net Grand Totals:							
	51,350.00	773,485.03-	-1506%	97,321.00	1,059,893.21-	1,157,214.21	-1089%

ORDINANCE # -15**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CHOWCHILLA ADDING SECTION 18.66.240 TO CHAPTER 18.66 OF TITLE 18 OF THE CHOWCHILLA MUNICIPAL CODE AND SUBDIVISION M TO SECTION 18.30.030 OF TITLE 18 OF THE CHOWCHILLA MUNICIPAL CODE, TO REGULATE PAROLEE/PROBATIONER HOMES**

The City Council of the City of Chowchilla does ordain as follows:

Section 1. Section 18.66.240 is hereby added to Chapter 18.66 of Title 18 of the Chowchilla Municipal Code, to read as follows:

18.66.240 Parolee/Probationer Homes.

a. The purpose of regulating parolee/probationer homes is to ensure compatibility of such uses with surrounding uses and properties and to avoid or minimize any adverse impacts associated with such uses.

b. "Parolee/Probationer Home" means any residential structure or unit, whether owned and/or operated by an individual or for-profit or non-profit entity, that houses two or more parolees/probationers, unrelated by blood or marriage, or legal adoption, in exchange for monetary or non-monetary consideration given and/or paid by the parolee/probationer and/or any individual or public/private entity on behalf of the parolee/probationer, excluding parolees/probationers who reside in an alcohol and/or drug-free recovery home.

"Parolee/Probationer" means an individual as follows:

- 1) Convicted of a federal crime, sentenced to a United States federal prison, and received conditional and revocable release in the community under the supervision of a federal probation/parole officer; or
- 2) Serving a period of supervised community custody as defined by State Penal Code Sections 3000 *et seq.* following a term of imprisonment in a State prison or County jail, and is under the jurisdiction of the California Department of Corrections, Division of Adult Parole Operations; or
- 3) An adult or juvenile sentenced to a term in the California Youth Authority and received conditional and revocable release in the community under the supervision of a Youth Authority parole officer; or
- 4) An adult or juvenile offender released from County jail or State prison after October 1, 2011 on Post Release Community Supervision.

c. Parolee/Probationer Homes may be permitted only in the City's R-3 zone as provided for by Section 18.30.030 of the Chowchilla Municipal Code, and only with a Conditional Use Permit. Applications for a required Conditional Use Permit to operate a Parolee/Probationer Home shall include at least the following information:

- 1) Client profile (the subgroup of the population that the facility is intended to serve, i.e. single men, families, etc.
- 2) Maximum number of occupants and hours of facility operation.
- 3) Term of client stay.
- 4) Support services to be provided on-site and projected staffing levels.

- 5) Rules of conduct and/or management plan.
- d. Site location standards for issuance of the required permit shall be as follows:
- 1) The use shall be permitted only in the R-3 zoning district.
 - 2) The use shall be generally compatible with surrounding uses.
 - 3) Establishment of the facility is not likely to result in harm to the health, safety or general welfare of the surrounding neighborhood.
 - 4) The facility is located along or near a major arterial with ready access to public transportation.
 - 5) The facility will be accessible to necessary support services.
 - 6) To avoid over-concentration of parolee/probationer homes, there shall be a 5,000-foot separation between such homes as measured from the nearest outside building walls between the subject use and any other parolee/probationer housing.
 - 7) A parolee/probationer home shall not be located within 1,000 feet of any other group housing, assisted living facility, a public or private school (pre-school through twelfth grade), day care home, public park, library, business licensed for on- or off-site sales of alcoholic beverages, emergency shelter, supportive housing or transitional housing as measured from any point on the outside walls of the parolee/probationer housing.
- e. Operation and Development Standards shall be as follows:
- 1) Sufficient on-site parking shall be provided. The precise number of parking spaces required will be determined based on the operating characteristics of the specific proposal. Attention shall be directed to whether clients are driving and the rules pertaining to visitation.
 - 2) Both indoor and outdoor common areas shall be provided on site.
 - 3) All setback standards of the underlying zone shall be met.
 - 4) On-site staff supervision shall be required during all hours of facility operation.
 - 5) Individual client stays shall not exceed 180 consecutive days.
 - 6) The facility's management shall participate in any residential crime prevention program provided by the City and as required under the permit.
 - 7) At least once per week, a list of client names shall be provided to the Chief of Police. The Chief of Police may determine to reject any client being allowed in the home if the client represents an unreasonable risk to public safety. . Probation or parole terms must be provided to the Chief of Police when a client appears on this weekly list for the first time.
 - 8) All parolees and/or probationers residing in the home must be screened for illegal narcotic usage at least once per week, or when there is cause to believe the resident is under the influence.
- f. Any parolee/probationer home existing prior to the adoption of this Section shall be required to obtain a Conditional Use Permit.

g. Permits shall pertain to each specific location and operator. Any change of ownership of a facility shall require a new permit. A facility which discontinues operations for any period of time shall require a new permit before recommencing operations.

h. Notice of the application for a Conditional Use Permit shall be provided as required in the Conditional Use Permit ordinance, and application fees therefore shall be as established in said ordinance. Notice of the application for a Conditional Use Permit shall also be provided to all other occupied residences located within a 5,000 foot radius of the proposed location. The 5,000 feet shall be measured disregarding intervening structures from each property line.

i. Any Conditional Use Permit issued for a parolee/probationer home may be revoked by the City Council for violations of this Section, the Chowchilla Municipal Code, or for otherwise creating a public nuisance. Owners and operators of parolee/probationer homes are also subject to the issuance of administrative citations and the collection of fines for violations, although the absence of an administrative citation does not preclude the remedy of revocation of a Conditional Use Permit.

Section 2. Subdivision M is hereby added to Section 18.30.030 of Title 18 of the Chowchilla Municipal Code, to read as follows:

The following uses only shall be permitted in the R-3 district, subject to first securing a conditional use permit as provided in Sections 18.81.010 through 18.81.120:

- A. Communications buildings and structures;
- B. Churches;
- C. Dwelling groups consisting of two or more separate one-family dwelling units on a single lot;
- D. Electrical distribution substations;
- E. Home occupations, subject to conforming with the definitions and criteria specified in Section 18.06.458, and provided that the subject lot is occupied by only one dwelling unit;
- F. Family day care homes caring for more than six but less than seventeen; provided, that the subject lot is occupied by only one dwelling unit;
- G. Off-site subdivision signs, subject to the provisions of the R-1 district, Section 18.12.150D;
- H. Private clubs and lodges, excepting those the principal activity of which is a service customarily carried on as a business;
- I. Professional offices;
- J. Rest homes, adult;
- K. Sanitariums and hospitals;
- L. Public and quasi-public uses appropriate to the R-3 district;
- M. Parolee/Probationer Homes as provided for in Section 18.66.240.

Section 3. California Environmental Quality Act (CEQA) Finding.

This ordinance is exempt from CEQA pursuant to CEQA Guidelines Section 15061(b)(3), Review for Exemption, because it can be seen with certainty that the project will not have a significant effect on the environment; therefore the project is not subject to CEQA.

Section 4. Severability.

In the event any section or portion of this ordinance shall be determined to be invalid or unconstitutional, such section or portions shall be deemed severable and all other sections or portions hereof shall remain in full force and effect.

Section 5. Effective Date and Publication.

This ordinance shall take effect and be in force thirty (30) days from and after the date of its passage. The City Clerk shall cause the ordinance to be published within fifteen (15) days after its passage in a newspaper of general circulation, or by publishing a summary of the proposed ordinance, posting a certified copy of the proposed ordinance in the City Clerk's Office at least five (5) days prior to the City Council meeting at which the ordinance is to be adopted, and within fifteen (15) days after its adoption, publishing a summary of the ordinance with the names of the Council Members voting for and against the ordinance.

Introduced and first reading waived by the City Council of the City of Chowchilla at a regular meeting held on May 12, 2015; second reading waived, and ordinance enacted on May __, 2015. by the following vote:



REPORT TO THE CITY COUNCIL

Council Meeting of May 26, 2015

Agenda Section: New Business

SUBJECT: **Consideration to award the Contract of Citywide Water Meter Installation Project Phase I to West Valley Construction Company Inc. in the amount of \$364,728.00**

Prepared By: Jaspreet Mangat, Engineer I

Authorized By: Craig Locke, City Engineer

Approved By: Carolyn Lehr, Interim City Administrator

RECOMMENDATION:

Staff recommends that City Council approves the resolution awarding a Contract of Citywide Water Meter Installation Project Phase I to West Valley Construction Company Inc., in the amount of \$364,728.00 and authorize the City Administrator to execute all documents on behalf of City Council.

HISTORY / BACKGROUND:

On June 19, 2014, the California Department of Public Health issued a notice of Application Acceptance to City of Chowchilla Committing \$3,205,991.00 in loan funding (the "Loan") from the Safe Drinking Water State Revolving Fund for Project 2010001-011C. On August 12, 2014 City Administrator signed the contract between City of Chowchilla and State Department of Public Health now known as State Water Resources Control Board.

The funding agreement under the Safe Drinking Water State Revolving Fund will provide a 20 (twenty) year repayment period at a zero percent (0%) interest rate. City has 3 (three) years to complete the project from the date of contract execution. Repayment of loan will begin after the completion of all phases of the Project.

SITUATION / ANALYSIS:

A total of five (5) bids were received for Citywide Water Meter Installation Project Phase I, and opened by City Clerk's Office on May 4, 2015 in Council Chambers. Bids range from \$364,728.00 to \$641,500.00.

FINANCIAL IMPACT:

On July 8, 2014 City Council adopted the C.I.P Project budget of \$3,205,991.00. City will use these funds to pay Contractor and for Materials. City will invoice State Water Resources Control Board for reimbursement.

SUPPLEMENTS ATTACHED:

Resolution
Bid Tabulation
Project Location Map
Contract

COUNCIL RESOLUTION # -15

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHOWCHILLA
TO AWARD THE CONTRACT OF CITYWIDE WATER METER INSTALLATION PROJECT
PHASE I TO WEST VALLEY CONSTRUCTION COMPANY INC. IN THE AMOUNT OF
\$364,728.00**

WHEREAS, CITY OF CHOWCHILLA is required to meet safe drinking water standards establish pursuant to Chapter 4 of Part 12 of Division 104 of Health and Safety Code and California Code Regulations, Title 22; and

WHEREAS, CITY OF CHOWCHILLA made application to the State Water Resources Control Board for a **\$3,205,991** loan under the Safe Drinking Water State Revolving Fund; and

WHEREAS, on June 19, 2014, the State Water Resources Control Board issued a Notice of Application Acceptance to **CITY OF CHOWCHILLA** committing **\$3,205,991** in Loan Funding from the Safe Drinking Water State Revolving Fund for **PROJECT # 2010001-011C**; and

WHEREAS, on July 9, 2014, the **CITY OF CHOWCHILLA** adopted a project budget totaling **\$3,205,991**; and

WHEREAS, on the Council Meeting of January 13, 2015, the **City Council** of the **CITY OF CHOWCHILLA** approved a resolution **01-15** to advertise the project for bids; and

WHEREAS, Public Works Department issued an invitation of bids for Citywide Water Meter Installation Project Phase I; and

WHEREAS, five (5) bids ranging from **\$364,728.00 to \$641,500.00** were received and opened at 2:00 PM on May 4, 2015 by the City Clerk's Office; and

WHEREAS, West Valley Construction Company Inc. submitted the lowest responsible and responsive bid; and

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

1. The recitals above are true and correct.
2. City Council Awards the Contract of Citywide Water Meter Installation Project Phase I to West Valley Construction Company Inc. in the amount of \$364,728.00.
3. City Council authorizes City Administrator to execute all necessary documents to complete the project on behalf of City Council.
4. This Resolution is effective immediately upon adoption.

PASSED AND ADOPTED by the City Council of the City of Chowchilla at a regular meeting held on the 26th day of May 2015, by the following vote to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

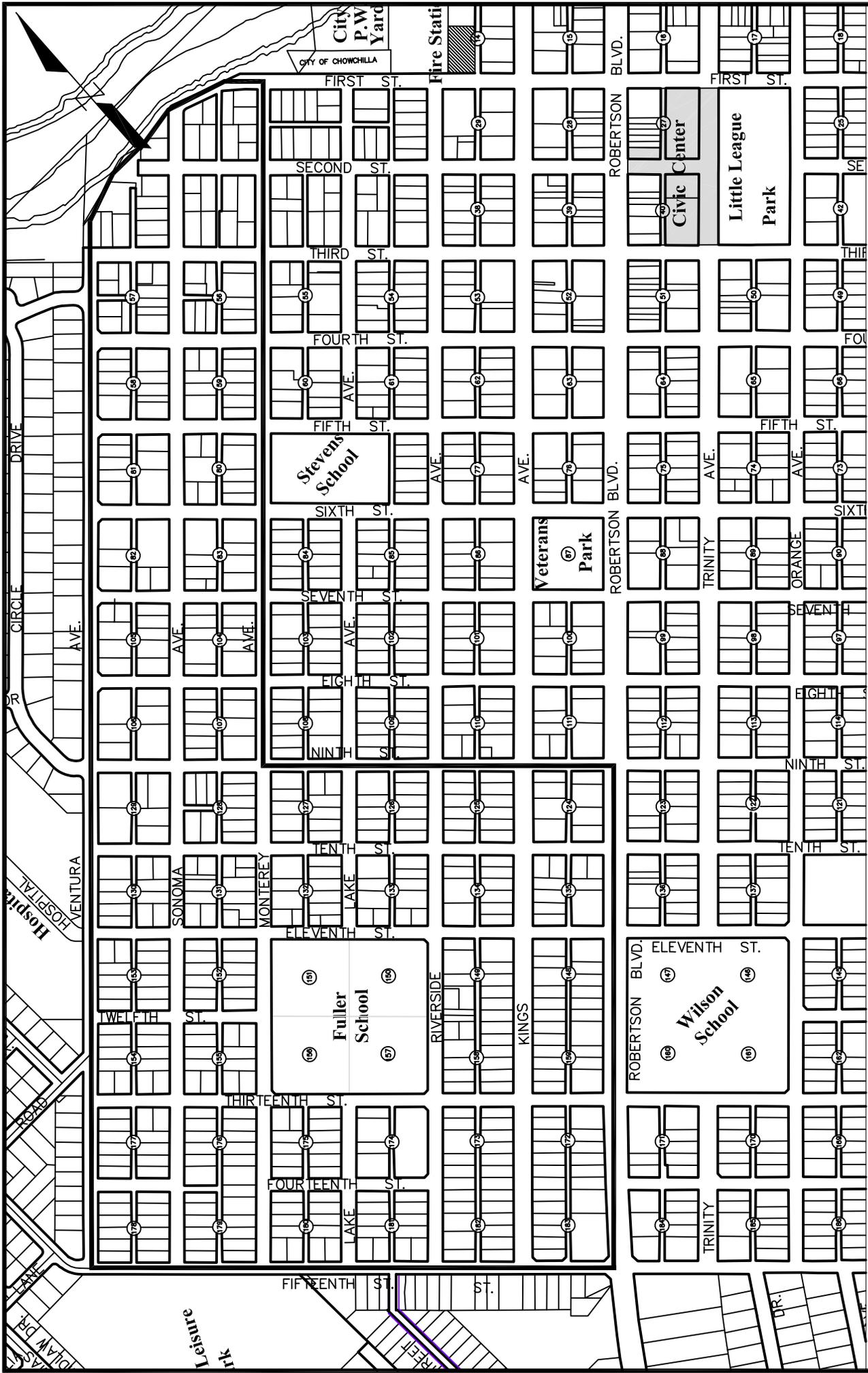
Mayor John Chavez

Joann McClendon, Deputy City Administrator

Citywide Water Meter Installation Project Phase I
BID SUMMARY - DETAILED

BID OPEN DATE: May 4, 2015

ITEM	DESCRIPTION	QTY	UNIT	West Valley Const.		Vulcan Const.		Sebastian		Dawson-Mauldin Const.		Taylor Backhoe Service	
				UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	Bonds, Insurance, Mobilization and demobilization (not to exceed \$50,000)	1	LS	\$ 5,000.00	\$ 5,000.00	\$ 25,000.00	\$ 25,000.00	\$ 8,549.64	\$ 8,549.64	\$ 43,000.00	\$ 43,000.00	\$ 32,660.00	\$ 32,660.00
2	Traffic Control, General Safety & USA	1	LS	\$ 4,000.00	\$ 4,000.00	\$ 1,700.00	\$ 1,700.00	\$ 8,382.00	\$ 8,382.00	\$ 20,000.00	\$ 20,000.00	\$ 19,128.35	\$ 19,128.35
3	Public Outreach and Customer Satisfaction	1	LS	\$ 10,000.00	\$ 10,000.00	\$ 1,150.00	\$ 1,150.00	\$ 5,713.73	\$ 5,713.73	\$ 71,583.00	\$ 71,583.00	\$ 8,050.00	\$ 8,050.00
4	Item Removed												
5	Install City Provided 1" Meter, Registor & Meter Box (in dirt, no concrete)	406	EA	\$ 456.00	\$ 185,136.00	\$ 536.00	\$ 217,616.00	\$ 491.00	\$ 199,346.00	\$ 400.00	\$ 162,400.00	\$ 829.74	\$ 336,874.44
6	Install City Provided 1" Meter, Registor into existing Meter Box	19	EA	\$ 618.00	\$ 11,742.00	\$ 110.00	\$ 2,090.00	\$ 289.69	\$ 5,504.11	\$ 130.00	\$ 2,470.00	\$ 864.01	\$ 16,416.19
7	Provide & Replace 1" copper service line (in dirt)	1,200	LF	\$ 39.50	\$ 47,400.00	\$ 45.00	\$ 54,000.00	\$ 30.56	\$ 36,672.00	\$ 130.00	\$ 156,000.00	\$ 37.68	\$ 45,216.00
8	Install 1" Bronze gate valve and box provided by city	100	EA	\$ 45.00	\$ 4,500.00	\$ 105.00	\$ 10,500.00	\$ 304.64	\$ 30,464.00	\$ 110.00	\$ 11,000.00	\$ 302.05	\$ 30,205.00
9	Item Removed												
10	Item Removed												
11	Install City Provided Gate Valve in Street	10	EA	\$ 4,000.00	\$ 40,000.00	\$ 3,000.00	\$ 30,000.00	\$ 870.39	\$ 8,703.90	\$ 800.00	\$ 8,000.00	\$ 6,597.55	\$ 65,975.50
12	Remove existing Corp and/or saddle & replace with full circle repair clamp	50	EA	\$ 467.00	\$ 23,350.00	\$ 320.00	\$ 16,000.00	\$ 1,414.12	\$ 70,706.00	\$ 120.00	\$ 6,000.00	\$ 620.08	\$ 31,004.00
13	Replace fire hydrant, valve and appruntenances per City Standards	6	EA	\$ 5,600.00	\$ 33,600.00	\$ 5,350.00	\$ 32,100.00	\$ 4,262.34	\$ 25,574.04	\$ 6,000.00	\$ 36,000.00	\$ 9,328.42	\$ 55,970.52
	TOTAL BID:				\$ 364,728.00		\$ 390,156.00		\$ 399,615.42		\$ 516,453.00		\$ 641,500.00



CITYWIDE WATER METER INSTALLATION PROJECT PHASE I LOCATION MAP

LEGEND
 PHASE I PROJECT BOUNDARY

DATE 10/28/2014

SCALE NTS

SHEET

**CITY OF CHOWCHILLA
CONTRACT FOR**

CITYWIDE WATER METER INSTALLATION PHASE I

In consideration of their mutual obligations, this agreement is entered into this _____ day of _____, 20____, by and between the City of Chowchilla, California and **West Valley Construction Company Inc.**

AGREEMENT

1. DEFINITIONS.

1.1 Contract: This document, including all Attachments.

1.2 Attachments: All documents intentionally attached to this document at the time of the Contract signing. The Attachments are limited to the following: **Attachment #1, Citywide Water Meter Installation Phase 1 Bid Schedule.**

1.3 Funding Source: The source of funding that the City is using to make the Contract payments. The source of funding for this Contract is **Safe Drinking Water State Revolving Loan Funds**

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

1.5 Contractor: **West Valley Construction Company Inc.**

1.6 Contractor Project Manager: Individual designated by the Contractor to represent the Contractor before the City on all matters relating to this Contract. The Contractor Project Manager for this Contract is: **Shad Eastham, 559-353-0722, seastham@wvcc.com**

1.7 City Project Manager: Individual designated by the City to represent the City before the Contractor on all matters relating to this Contract. The City Project Manager for this Contract is: **Craig Locke, 559-267-8791, clocke@ci.chowchilla.ca.us**

1.8 Scope of Work: The work to be performed under this contract includes the items listed on Attachment 1, to be installed in accordance with manufacturer's recommendations and City of Chowchilla standard drawings and specifications..

1.9 Completion Date: The date for completion of all of Contractor's tasks under this Contract.

1.10 Billing Date: The date by which Contractor must submit its monthly billing statement for work completed under this Contract. All invoices must contain an itemization of work completed as of the invoice date. The City shall not be required to pay for work not adequately performed. Work performed under an approved change order can be invoiced upon completion or as part of the monthly draw request.

1.11 Final Date: The date by which the City must make final payment for all bills submitted in accordance with the terms of this Contract.

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

Contractor	West Valley Construction
Completion Date	90 Calendar days from Notice to Proceed
Billing Date	25 th day of every month
Final Date	Within 45 days of Notice of Completion

1.13 Contract Price: The maximum amount that the City is required to pay Contractor under this Contract. The Contract Price for this Contract is **\$364,728.00**

1.14 Warranty Period: The period of time during which the Contractor warrants its work will remain free of defects due to faulty material or workmanship. The Warranty Period for this Contract begins on the Completion Date and ends **in one year (365 days)**

1.15 Liquidated Damages Sum: Amount to which the City shall be entitled to collect pursuant to Section 12 of this Contract. The Liquidated Damages Sum for this Contract is **\$300.00 per day**

2. RESPONSIBILITIES OF CONTRACTOR.

2.1 Scope of Work. Contractor promises and agrees to faithfully do and perform the Scope of Work, or cause the Scope of Work to be faithfully done and performed, in strict accordance to the terms of this Contract. Unless a task is expressly described in the Scope of Work as one that is not mandatory, each task described in the Scope of Work is a mandatory obligation and must be completed as provided in the Task Schedule. Contractor will, at its own cost and expense, furnish all necessary labor, materials, tools, services, and incidental and customary work necessary to fully and adequately perform the Scope of Work. The materials, tools, services, and labor used shall be subject to the City's reasonable approval. Contractor shall comply with all applicable provisions of state law, including but not limited to those regarding apprentices, and prevailing wages.

2.1.1 Rejected Work. On written notice from the City, Contractor shall promptly remove all work or materials not in compliance with this Contract. Contractor shall bear all expenses related to the correction of rejected work.

2.1.2 Warranty. Contractor agrees and represents that it is qualified to properly provide the Scope of Work in a manner consistent with the generally accepted standards of Contractor's profession. Contractor further represents and agrees that it will perform the Scope of Work in a legally adequate manner in conformance with applicable federal, state and local laws and guidelines. Contractor warrants that its work shall be free of defects due to faulty material or workmanship for the Warranty Period. On written notice from City during the Warranty Period, Contractor shall promptly repair or replace any portion of its work that becomes defective due to faulty materials or workmanship at Contractor's cost. Contractor shall deliver to the City all warranties provided by vendors and manufacturers of materials and equipment used to perform the Scope of Work.

2.3 Contractor Project Manager. The Contractor Project Manager shall represent the Contractor before the City on all matters relating to this Contract. The Contractor Project Manager shall continue in such capacity unless and until removed at the request of the City, is no longer employed by Contractor, or replaced with the written approval of the City. The Contractor Project Manager assigned pursuant to this Contract shall attend all meetings scheduled by the City regarding the Scope of Work and/or this Contract. Contractor Project Manager shall respond to any inquiry by the City with regard to the Contractor's performance under this Contract within 48 hours of such inquiry being made by the City (weekends and holidays excluded).

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

2.5 Independent Contractor; Control and Payment of Subordinates. Contractor enters into this Contract as an independent contractor and not as an employee of the City. Contractor shall have no power or authority by this Contract to bind the City in any respect. Nothing in this Contract shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Contractor are employees, agents, contractors or subcontractors of the Contractor and not of the City. The City shall not be obligated in any way to pay any wage claims or other claims made against Contractor by any such employees, agents, contractors or subcontractors or any other person resulting from performance of this Contract.

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

Contractor agrees to deliver the final product that results from this Contract to the City, complete and ready for use, and free and clear, and discharged from all claims and demands whatsoever for, or on account of, any and all materials, equipment, and labor used or furnished to be used in performing the Scope of Work.

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

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

2.9 No Intellectual Property Rights or Artist's Rights in Contract Work. Contractor and any person or entity acting on behalf of Contractor shall not obtain nor have, and expressly waives, any rights, in law or in equity, in any intellectual property developed in furtherance of this Contract, including without limitation, copyright, trademark, service mark, patent or rights of an artist in a work of art. Artists preparing any artwork under this Contract waive any rights to notice or to take any action regarding the use, removal, relocation or destruction of any artwork so prepared. Contractor represents and acknowledges that Contractor has or shall obtain such waivers in writing for all persons or entities doing work under this Contract.

2.10 Differing Site Conditions. Contractor shall promptly, and before the following conditions are disturbed, notify the City in writing of:

2.10.1 Hazardous material that, because of its quantity, concentration or physical or chemical characteristics, is deemed by any federal, state or local governmental authority to pose a present or potential hazard to human health or safety or to the environment, or that the handling of which may subject Contractor to legal liability.

2.10.2 Subsurface or latent physical conditions at the site materially different from those indicated during the bid process.

2.10.3 Unknown physical or other conditions at the site of an unusual nature, materially different from those ordinarily encountered and generally recognized as inherent to work of the character provided for in the Contract.

2.11 Job Cleanup. Contractor shall regularly remove all surplus material, waste and debris resulting from the Scope of Work from City property. Contractor shall not allow any material, tools, equipment, waste, or debris to be placed upon any property other than City property. Construction debris shall be removed to a legal refuse collection site with disposal or recycling fees paid by Contractor. At completion of the Scope of Work, Contractor shall, in addition, remove all tools, equipment and scaffolding from City property. Contractor shall provide a trash disposal facility at the City property for use by construction personnel. The on-site trash facility shall be of an appropriate size for the work to be performed and placed in a location approved by the City. All construction debris shall either be placed in the trash facility or hauled to a legal disposal site, at Contractor's discretion. When any trash container provided by Contractor is full, contents shall be promptly removed to a legal disposal facility at Contractor's expense.

3. TASK SCHEDULE.

3.1 Schedule of Services. The Scope of Work shall be undertaken and completed in a prompt and timely manner, pursuant to Task Schedule. Contractor shall ensure that all materials required to perform the Scope of Work will be available for the scheduled work. No additional working days will be allowed for material delay once Contractor commences work. The Contractor shall notify the City at least five (5) business days prior to the start of work.

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

4. FEES AND PAYMENTS.

4.1 Compensation. Contractor shall receive the Contract Price pursuant to the Task Schedule, including authorized reimbursements. Notwithstanding any other provision of this Contract, the total compensation and reimbursement for all services and expenses required during the term of this Contract shall not exceed the Contract Price. City shall pay the Contractor in the amounts and at the times specified in the Task Schedule. City is not obligated to make any payment under this Contract for work Contractor has not yet performed or goods not delivered. City is not obligated to make any payment under this Contract for so long as Contractor is in material default of this Contract. Except as specified in writing in this Contract, City is not obligated or liable under this Contract to any party other than Contractor.

4.2 Payment of Compensation. As a condition for payment, Contractor must submit billing statements on or before the 25th date of each month. Such billing statements shall specify the dates on which the work was performed; the nature of the work performed; the percentage of the total work performed; the name of the individual performing each element of the work; the respective hourly billing rates, if applicable; a

list of all expenses for which reimbursement is sought; and the requested payment date. City is not required to make payment more frequently than thirty (30) days from the date of the billing statement. Contractor will not be paid for expenses or overhead as separate items of cost unless such items are specifically listed in the Task Schedule, and then not to exceed the amounts so provided.

4.3 Retainage. Payments to Contractor shall be reduced by the amount set out in this contract for retainage. Except as otherwise provided in this Contract, all retainage shall be released to Contractor no later than the Final Date. Except as otherwise provided in this Contract, City shall retain five percent of the total amount due on any progress payments. After fifty percent of the Scope of Work is complete, and if progress is satisfactory in the City's sole opinion, and with the consent of sureties providing bonds, retainage on progress payments shall terminate. Thereafter, the remaining progress payments shall be paid in full without retainage so long as, in the City's sole opinion, satisfactory progress is being made. No retainage will be withheld under this contract on Contractor's tender of a Retainage Bond to the City's satisfaction and naming City as obligee, issued by a surety company authorized to issue surety bonds in the state of California.

4.3 Final Payment. Contractor will submit an application for final payment to the City when the Scope of Work has been completed in compliance with this Contract. The City has no obligation to make final payment until it receives unconditional waivers of lien in a form to the City's satisfaction from Contractor, any subcontractors or third parties hired by Contractor, and material suppliers with lien rights. City has no obligation to make final payment until all punch list items have been satisfactorily completed, and an occupancy permit or final inspection has been completed by the appropriate governing authority. Contractor's acceptance of final payment shall constitute Contractor's release of known claims against the City arising out of this Contract except those claims which have been made in writing and identified by Contractor as not having been settled at that time. Contractor's application for final payment constitutes Contractor's affirmation that all payrolls, bills for materials, equipment charges, and other obligations in connection with the Scope of Work have been paid or otherwise satisfied.

4.4 Grounds for Withholding Payment. City may withhold payment for any of the following reasons. The City's withholding of payment under the terms of this Contract does not constitute either breach of contract or default by the City.

4.4.1 Defective work that has not been corrected.

4.4.2 Upon the filing of a legal claim against Contractor by any third party if the claim relates to the subject matter of this contract and (a) may result in a lien on the project; or (b) may result in a judgment for damages against the City.

4.4.3 The City has suffered damage or may be held liable to third parties for damage suffered as the result of Contractor's act or omission.

4.4.4 Contractor has made unauthorized deviations from the Scope of Work.

4.4.5 Contractor has failed to obtain or maintain a required permit or license or to comply with applicable law, ordinance, code, or regulation.

5. CITY RESPONSIBILITY.

5.1 The City shall not be held responsible for the care or protection of any material or parts of the work prior to final acceptance.

6. SUBCONTRACTING/HIRING OTHERS.

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

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

7. CHANGES.

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

7.2 No claim for payment for extra work and no claim for additional time to complete the Scope of Work shall be recognized under this Contract without a written change order. Contractor's failure to obtain a written change order or present the City with a written claim within five days after beginning work on a change in the Scope of Work shall constitute Contractor's waiver of the right to additional compensation and waiver of the right to additional time to complete a change in the Scope of Work.

8. INDEMNIFICATION.

8.1 Except to the extent of active negligence, willful misconduct or gross negligence on the part of City, Contractor shall indemnify, save harmless and defend, to the fullest extent permitted by law, the City, its respective employees, elected or appointed officials, and agents from liability, claims, demands, attorneys' fees, or litigation and related costs, including without limitation, court costs, and investigator,

witness, arbitrator, and mediator fees, for any injury or damages to persons or property resulting from Contractor's prosecution of work under the Contracts, or otherwise related to this Contract, whether caused, in whole or in part, by an intentional act, negligent act or omission by Contractor, its officers, employees, or agents.

9. INSURANCE.

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

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

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

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

9.2.3 Workers' Compensation. Workers' Compensation Insurance, as required by the State of California and Employer's Liability Insurance with a limit of not less than **\$1,000,000** per accident for bodily injury and disease.

9.2.4 Professional Liability.

9.3 General Liability and Automobile Endorsements. The policy or policies of insurance required by Sections 9.2.1 Commercial General Liability and 9.2.2 Automobile Liability shall be endorsed as follows:

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

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

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

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

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

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

9.4 Workers’ Compensation Endorsements. The policy or policies of insurance required by Section 9.2.3 Workers’ Compensation shall be endorsed as follows:

9.4.1 Waiver of Subrogation. A waiver of subrogation stating that the insurer waives all rights of subrogation against the indemnified parties.

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

9.5 Professional Liability Endorsement. The policy or policies of insurance required by Section 9.2.4 Professional Liability shall be endorsed as follows:

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

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

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

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

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

10. BONDS.

10.1 Payment Bond. As a condition precedent to beginning work pursuant to this Contract, Contractor shall furnish to the City a Payment Bond in compliance with California Civil Code section 9550 et seq.

10.2 Performance Bond. As a condition precedent to beginning work pursuant to this Contract, Contractor shall also furnish to the City a Performance Bond in an

amount equal to 100 percent of the Contract Price. The Performance Bond shall be written by a surety company and in a form acceptable to the City.

11. TERMINATION OF AGREEMENT.

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

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

11.3 Effect of Termination/Expiration. If this Contract is terminated as provided herein, or otherwise at the expiration of this Contract, all finished or unfinished work, products, documents, electronic media, data, studies, artwork, renderings, models, software programs, and reports prepared by Contractor under this Contract shall, at the option of the City, become property of the City. City's exercise of its option to own such properties does not relieve Contractor of liability to City for damages on account of Contractor's default(s), and City may withhold any payments to Contractor for the purpose of setoff until such time as the exact amount of damages due City from Contractor is determined. Contractor shall be required to provide such document and other information within fifteen (15) days of the City's request.

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

12. LIQUIDATED DAMAGES.

12.1 Time is of the essence with regard to this Contract. The Task Schedule is considered reasonable by both parties. Contractor's neglect, refusal, or failure to perform the Scope of Work pursuant to the Task Schedule, plus approved extensions, will result in damages to the City in the form of inconvenience, loss of opportunities, and higher administrative costs, impossible to estimate accurately in advance, and difficult to calculate after the occurrence. In lieu of actual damages for delay, City shall be entitled from Contractor, either by offset or separate payment, the Liquidated Damages Sum for each calendar day that the Scope of Work is delayed beyond the Completion Date, plus approved extensions. This daily rate for liquidated damages is reasonable, our best estimate of actual damages, and is not a penalty.

12.2 Contractor shall not be charged liquidated damages for any failure, neglect, or refusal to complete the Scope of Work on schedule to the extent that the proximate cause of the delay was the result of the City's actions or omissions.

13. ADDITIONAL PROVISIONS.

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

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

City:

**City of Chowchilla
130 S. Second Street
Chowchilla, Ca 93610
Attn: Craig Locke**

Contractor:

**West Valley Construction Company Inc.
3793 South Golden State Blvd.
Fresno CA, 93725**

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

13.4 Clayton and Cartwright Acts. Contractor and any and all subcontractors offer and agree to assign to the City all rights, title and interest in and to all causes of action they may have under Section 4 of the Clayton Act (15 USC Section 15) or under the Cartwright Act (Chapter 2, commencing with Section 16700, of Part 2 of Division 7

of the Business and Profession Code) arising from purchases of goods, services or materials pursuant to the Contract or any subcontract.

13.5 Prevailing Wages. Contractor is aware of the Prevailing Wage Laws found in California Labor Code section 1720, et seq., and 1770 et seq., California Code of Regulations, section 16000, et seq., which require the payment of prevailing wage rates and the performance of other requirements on “public works” and “maintenance” projects. These wages are set forth in the General Prevailing Wage Rates for this project, available from the California Department of Industrial Relations’ Internet web site at www.dir.ca.gov. Future effective prevailing wage rates which have been predetermined and are on file with the California Department of Industrial Relations are referenced but not printed in the general prevailing wage rates. If the Scope of Work are subject to the Prevailing Wage Laws, Contractor agrees to fully comply with such Prevailing Wage Laws, including registration with the Department of Industrial Relations and payment of required fees.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

13.21 Business and Professions Code § 7030 Required Notice. Contractors are required by law to be licensed and regulated by the Contractors State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within 10 years of the date of the alleged violation. Any questions

concerning a contractor may be referred to the Registrar, Contractors State License Board, P.O. Box 26000, Sacramento, CA 95826.

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

CITY OF
CHOWCHILLA

WEST VALLEY
CONSTRUCTION

By: _____

By: _____

Carolyn Lehr
Interim City Manager

Patrick Miller
Assistant Vice President
West Valley Construction

CITY OF CHOWCHILLA
CHOWCHILLA, CALIFORNIA
CITYWIDE WATER METER INSTALLATION PHASE I

LABOR AND MATERIAL BOND

KNOW ALL MEN BY THESE PRESENTS: That, WHEREAS, the City Council of the City of CHOWCHILLA Madera County, California, Minute Action, passed ___
_____ 20__ has awarded to _____
_____ hereinafter designated as the "Principal", a contract for:

CITYWIDE WATER METER INSTALLATION PHASE I

WHEREAS: said Principal is required to furnish a bond in connection with said contract providing that if said Principal, or any of his or its subcontractors, shall fail to pay for any materials, provisions, provender or other supplies used in, upon, for or about the performance of the work contracted to be done, or for any work or labor done thereon of any kind, the Surety of this bond will pay the same to the extent hereinafter set forth:

NOW THEREFORE, we, the Principal, _____
_____,and _____
_____,hereinafter designated as "Surety", are held and firmly bound unto the City of Chowchilla, Madera County, California, in the Penal sum of:

_____ Dollars (_____)

lawful money of the United States of America, being 100 percent of the full amount of the contract, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, his or its heirs, executors, administrators and successors, or assigns, shall fail to pay for any materials, provisions, provender or other supplies used in, upon, for, or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, as required by the provisions of an Act of Legislature of the State of California entitled "As Act to Secure the Payment of Claims of Persons Employed by Contractors Upon Public Works, and the Claims of Persons Who Furnish Materials, Supplies, Teams, Implements or Machinery Used or Consumed by Such Contractors in the Performance of Such Work and Prescribing the Duties of Certain Public Officers With Respect Thereto", approved May 10, 1919, as amended, and provided that the persons, companies or corporations so furnishing said materials, provisions, provender or other supplies, appliances or power used in, upon, for or about the performance of the work contracted to be executed or performed, or any person, company or corporation renting or hiring implements or machinery or power for or contributing to said work to be done, or any person who performs work or labor upon same, or any person who supplies both work and materials therefor, shall have complied with the provisions of said Act, then said Surety will pay the same in or to any amount not exceeding the amount hereinabove set forth and also will pay, in case suit is brought upon this bond, such reasonable attorney's fees as shall be fixed by the court, awarded and taxed as in the above mentioned statute provided.

This bond shall insure to the benefit of any and all persons, companies and corporations entitled to file claims under said Act, so as to give a right of action to them or their assigns in any suit brought upon this bond.

And the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the Specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the Specifications.

IN WITNESS WHEREOF, the above bounded parties have executed this instrument under their seals this _____ day of _____, 2014 the name and corporate seal of each corporate party being hereto affixed and these presents

duly signed by its undersigned representative pursuant to authority of its governing body.

PRINCIPAL

(Seal)

BY _____

SURETY

(Seal)

BY _____

**CITY OF CHOWCHILLA
CHOWCHILLA, CALIFORNIA
CITYWIDE WATER METER INSTALLATION PHASE I**

BOND OF FAITHFUL PERFORMANCE

KNOW ALL MEN BY THESE PRESENTS: That, WHEREAS, the City Council of the City of CHOWCHILLA Madera County, California, Minute Action, passed on _____ 20__ has been awarded to _____ hereinafter designated as the "Principal", a contract for:

CITYWIDE WATER METER INSTALLATION PHASE I

WHEREAS: said Principal is required under the terms of said contract to furnish a bond for the faithful performance of said contract;

NOW THEREFORE, we, the Principal, _____, and _____ hereinafter designated as "Surety", are held and firmly bound unto the City of Chowchilla, Madera County, California, in the Penal sum of:

_____ Dollars (_____)

lawful money of the United States of America, being 100 percent of the full amount of the contract, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if the above bounded Principal, his or its heirs, executors, administrators and successors, or assigns, shall in

all things stand to and abide by, and well and truly keep and faithfully perform the covenants, conditions and agreements in the said contract and any alternations made as therein provided, on his or their part to be kept and performed at the time and in the manner specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the Engineer, the City, its officers and agents, as therein stipulated, then this obligation shall become null and void; otherwise, it shall be and remain in full force and virtue.

As a condition precedent to the satisfactory completion of the said contract, the above obligation in the amount of _____

_____ Dollars(\$ _____)

being not less than 100 percent of the contract cost, shall hold good for a period of one (1) year after the completion and acceptance of the said work, during which time if the above bounded Principal, his or its heirs, executors, administrators, successors or assigns shall fail to make full, complete and satisfactory repair and replacements or totally protect the said City from loss or damage made evident during said period of one year from the date of acceptance of said works, and resulting from or caused by defective materials or faulty workmanship in the prosecution of the work done, the above obligation in the said sum of

_____ Dollars (\$ _____)

shall remain in full force and virtue; otherwise, the above obligation shall be void.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the Specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the Specifications.

IN WITNESS WHEREOF, the above bounded parties have executed this instrument under their seals this _____ day of _____, 2014 the name and corporate seal of each corporate party being hereto affixed and these presents

duly signed by its undersigned representative pursuant to authority of its governing body.

PRINCIPAL

(Seal)

BY _____

SURETY

(Seal)

BY _____



REPORT TO THE CITY COUNCIL

Council Meeting of May 26, 2015

Agenda Section:	<u>New Business</u>
SUBJECT:	Resolution Authorizing the Transfer of \$150,000 in Federal Aviation Administration Entitlement Grant Funds to the City of Madera
Prepared By:	Craig M. Locke, Airport Manager
Authorized By:	Craig M. Locke, Airport Manager
Approved By:	<u>Carolyn Lehr, Interim City Administrator</u>

RECOMMENDATION:

Staff recommends the transfer of the \$150,000 remaining 2012 FAA entitlement funds from the Chowchilla Municipal Airport to the City of Madera Municipal Airport.

HISTORY / BACKGROUND:

The FAA annually provides the City of Chowchilla Municipal Airport with \$150,000 grant funds to perform maintenance and upgrades to the facility. These funds are to be used to complete projects outlined in the Airport Capital Improvement Plan approved by the FAA.

FINANCIAL IMPACT:

There is no financial impact to the City of Chowchilla because we are unable to spend these grant funds and they would be surrendered back to the FAA if not transferred to City of Madera

ATTACHMENTS:

- Agreement for Transfer of Entitlements
- Resolution



U.S. Department
of Transportation
**Federal Aviation
Administration**

AGREEMENT FOR TRANSFER OF ENTITLEMENTS

In accordance with section 47117(c)(2) of Title 49 U.S.C. (hereinafter called the "Act").

Chowchilla Municipal Airport
(Name of Transferor Sponsor)

Hereby waives receipt of the following amount of funds apportioned to it for each fiscal year specified under section 47114(c)(1) of the Act.

	<u>Amount</u>	<u>Fiscal Year</u>
	\$ 150,000	2012
	\$	
	\$	
TOTAL	\$ <u>150,000</u>	

On the condition that the Federal Aviation Administration makes the waived amount available to:

Madera Municipal Airport
(Name of Transferee Sponsor)

for eligible projects under section 47104(a) Act. This waiver shall expire on earlier of September 1, 2015 or when the availability of apportioned funds would lapse under section 47117(b) of the Act.

**FOR THE UNITED STATES OF
AMERICA
FEDERAL AVIATION ADMINISTRATION**

FOR

(Signature)
Robin K. Hunt
(Typed Name)
Manager, San Francisco Airports District Office

(Title)

(Date)

(Signature)
John Chavez
(Typed Name)
Mayor of Chowchilla

(Title)

(Date)

CERTIFICATE OF SPONSOR'S ATTORNEY

I, _____, acting as Attorney for the Sponsor do hereby certify:
That I have examined the foregoing Agreement and find that the Sponsor has been duly authorized to make such transfer and that the execution thereof is in all respects due and proper and in accordance with the laws of the State of California and the Act.

Dated at _____ this _____ day of _____, _____.

By: _____
(Signature of Sponsor's Attorney)

COUNCIL RESOLUTION No. -15

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHOWCHILLA
AUTHORIZING THE TRANSFER OF \$150,000 IN FEDERAL AVIATION
ADMINISTRATION ENTITLEMENT GRANTFUNDS TO THE CITY OF MADERA**

WHEREAS, the **CITY OF CHOWCHILLA** (CITY) is the governing body for the Chowchilla Municipal Airport, providing services and maintaining facilities to the patrons of that facility; and

WHEREAS, **CITY OF CHOWCHILLA** annually receives an entitlement grant from the Federal Aviation Administration in the amount of \$150,000 for maintenance and improvements to the Chowchilla Municipal Airport; and

WHEREAS, **CITY OF CHOWCHILLA** is able to 'bank' up to 3 previous years allotment of FAA funding before surrendering the earliest allotment back to the FAA; and

WHEREAS, the **CITY OF CHOWCHILLA**, lacks the requisite FAA planning documents and approvals to utilize the award from three years previous and with the imminent surrender of those funds back to the FAA;

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

1. The recitals above are true and correct.
2. The City Council hereby authorizes the Mayor of the City of Chowchilla to enter into the attached Transfer Agreement directing Chowchilla Municipal Airport's 2012 \$150,000 allotment of Federal Aviation Administration Entitlement Grant Funds to the City of Madera.
3. This Resolution is effective immediately upon adoption.

PASSED AND ADOPTED by the City of Chowchilla this 26th day of May 2015 by the following votes:

AYES:

NOES:

ABSTAIN:

ABSENT:

Mayor John Chavez

ATTEST:

Joann McClendon, Deputy City Clerk



REPORT TO THE CITY COUNCIL

Council Meeting of May 26, 2015

Agenda Section:	<u>New Business</u>
SUBJECT:	Consideration to advertise for construction and approval of funds to Fuller Neighborhood Sidewalk Project
Prepared By:	<u>Jaspreet Mangat, Engineer I</u>
Authorized By:	<u>Craig Locke, City Engineer/Public Works Director</u>
Approved By:	<u>Carolyn Lehr, Interim City Administrator</u>

RECOMMENDATION:

Staff recommends that the City Council to approve the advertisement of Fuller School Neighborhood Sidewalk Project for construction and to approve the Resolution approving funds from LTF, Gas Tax, or Measure T funds to Safe Routes to School (SR2S) projects advertised for the Fuller Neighborhood Sidewalk Project.

HISTORY / BACKGROUND:

The referenced project is included in Street Improvement Plan and the City of Chowchilla 2013/14 Capital Improvement Plan.

City received project funds from cycle 10 State Legislated Safe Routes to School (SR2S) grant SR2S10-06-City of Chowchilla -1 Pedestrian Facilities (Both sides of Lake Avenue and East side of 11th Street (\$211,600), and SR2S10-06-City of Chowchilla-2 for Radar speed signs on Robertson Boulevard (\$18,100). Grants reimburse upon completion of the project with 10% local matching funds from LTF, Gas Tax, or Measure “T” funds. The engineered plans and specifications are complete, however the scope was increased from simply designing an ADA accessible pedestrian path to addressing drainage problems with valley gutters and pavement failures in the vicinity. Staff also recommends pulverizing existing pavement and placing an overlay. The new Construction Cost Estimate for this project is \$538,461.00. This roadway reconstruction will last longer and delay future work, while providing better roadway grading for better drainage and smoother ride.

SITUATION / ANALYSIS:

The project will reduce the potential for accidents involving pedestrians and encourage school children to walk and bike to school. It will alleviate local drainage problems and provide new resurfaced street.

FINANCIAL IMPACT:

City received two (2) State Legislated Safe Routes to School grants for \$211,600 and \$18,100. The local match on these grants is \$26,500.00. City staff recommends that City Council approves the resolution approving \$300,000 funds from LTF, Gas Tax, or Measure T funds to Safe Routes to School (SR2S) projects and advertised for the construction of Fuller Neighborhood Sidewalk Project.

SUPPLEMENTS ATTACHED:

Resolution
Fuller Neighborhood Project Plans

SPECIAL INSTRUCTIONS:

Clerk to copy Minutes of approval and signed Resolution to City Engineer

COUNCIL RESOLUTION: ___ - 15

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHOWCHILLA APPROVING THE ADVERTISEMENT FOR CONSTRUCTION, AND AUTHORIZE \$300,000 IN ADDITIONAL FUNDS TO FULLER SCHOOL NEIGHBORHOOD SIDEWALK PROJECT

WHEREAS, the City of Chowchilla (CITY) is a Municipal Corporation which provides services and facilities to the citizens of the community; and

WHEREAS, the City of Chowchilla applied for two projects per resolution No. 27-12 to the State of California under the Safe Routes to Schools Grant Program; and

WHEREAS, per Resolution 27-12, Council allocated \$35,000 of LTF funds to pay for costs that will not be reimbursed by the grant; and

WHEREAS, an additional \$300,000 in City funds is needed to increase the scope of the project to include street rehabilitation for better drainage and pavement; and

WHEREAS, City staff recommends increasing the scope of the project to include the street rehabilitation for better drainage and pavement; and

WHEREAS, the contract documents and bid package for the project are complete; and

WHEREAS, any substantial changes to the scope of the project or increase to the budget shall not be considered without Council approval; and

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

1. The above recitals are true and correct.
2. Council hereby approves the expenditure of an additional \$300,000 to expand the scope of the project to include street rehabilitation for better drainage and pavement.
3. Council authorizes the public works department to advertise the project for competitive bids.
4. This resolution is effective immediately upon adoption.

PASSED AND ADOPTED by the City Council of the City of Chowchilla this 26th day of May, 2015 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Mayor John Chavez

ATTEST

Joann McClendon, Deputy City Clerk

FULLER NEIGHBORHOOD SIDEWALK PROJECT

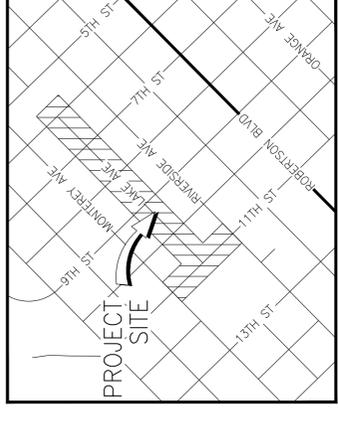
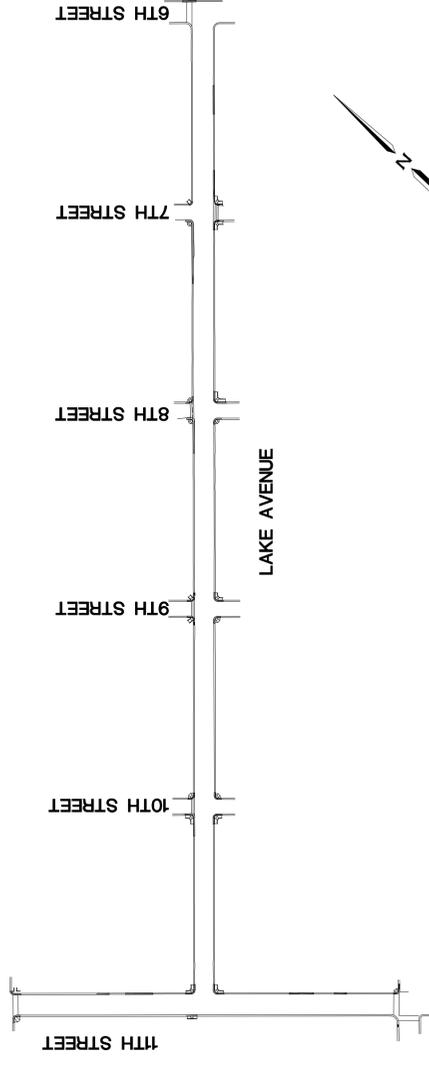
IMPROVEMENT PLANS

ABBREVIATION LIST

±	PLUS OR MINUS	N.T.S.	NOT TO SCALE
AB	AGGREGATE BASE	PCC	POINT OF COMPOUND CURVE
AC	ASPHALT CONCRETE	PL	PROPERTY LINE
AD	ADJUSTED	PP	POWER POLE
ADN	ADJUSTED NORTH	PR	PROPOSED
ADP	ADJUSTED POINT	PS	PROPOSED SERVICE CURVE
ADY	ADJUSTED YIELD	PT	PROPERTY TIE
ADZ	ADJUSTED ZONE	PVC	POLYVINYL CHLORIDE PIPE
ADY	ADJUSTED YIELD	P or PMT	PAVEMENT
ADZ	ADJUSTED ZONE	R	RADIUS
ADY	ADJUSTED YIELD	RET	RETURN
ADZ	ADJUSTED ZONE	ROW	RIGHT OF WAY
ADY	ADJUSTED YIELD	S/W	SIDEWALK
ADZ	ADJUSTED ZONE	S	SANITARY SEWER
ADY	ADJUSTED YIELD	SD	STORM DRAIN
ADZ	ADJUSTED ZONE	SH	SHOULDER
ADY	ADJUSTED YIELD	SHS	STREET NAME SIGN
ADZ	ADJUSTED ZONE	SP	STANDPIPE
ADY	ADJUSTED YIELD	STA	STATION
ADZ	ADJUSTED ZONE	STD	STANDARD
ADY	ADJUSTED YIELD	TBM	TEMPORARY BENCH MARK
ADZ	ADJUSTED ZONE	TC	TOP OF CURB
ADY	ADJUSTED YIELD	TEMP	TEMPORARY
ADZ	ADJUSTED ZONE	THRU	THROUGH
ADY	ADJUSTED YIELD	TR	TRAVELING EASEMENT
ADZ	ADJUSTED ZONE	VE	VERTICAL CURVE
ADY	ADJUSTED YIELD	VCP	VERTIFIED CLAY PIPE
ADZ	ADJUSTED ZONE	VERT	VERTICAL
ADY	ADJUSTED YIELD	W	WATER
ADZ	ADJUSTED ZONE	U.N.O.	UNLESS NOTED OTHERWISE
ADY	ADJUSTED YIELD	UP	UTILITY POLE
ADZ	ADJUSTED ZONE	TYP.	TYPICAL

LEGEND (PLANS)

EXISTING	PROPOSED



VICINITY MAP
N.T.S.

BENCHMARK:

DATUM: NAVD 88 (CALIFORNIA SPATIAL REFERENCE CENTER, EPOCH DATE 2011.00)
 NAME: OE #15002
 ELEVATION: 231.64
 LOCATION: CHISELED "X" IN MIDDLE OF THE SIDEWALK ON THE SOUTHEAST SIDE OF 11TH STREET ON THE APPROXIMATE EXTENSION OF THE LAKE AVENUE CENTERLINE

SHEET INDEX

- COVER SHEET
- NOTES & DETAILS
- DETAILS
- DETAILS
- TOPOGRAPHIC SURVEY & DEMO
- TOPOGRAPHIC SURVEY & DEMO
- TOPOGRAPHIC SURVEY & DEMO
- GRADING PLAN
- GRADING PLAN
- GRADING PLAN
- INTERSECTIONS GRADING PLAN
- SIGNAGE AND STRIPING PLAN
- SPEED FEEDBACK SIGN PLAN
- EROSION CONTROL PLAN

CONTACT INFORMATION

APPLICANTS:
 CITY OF CHOWCHILLA
 130 S. SECOND STREET
 CHOWCHILLA, CA 93610
 CONTACT: JASPREET MANGAT
 (959) 665-8615

CIVIL ENGINEER:
 ODELL ENGINEERING
 1165 SCENIC DRIVE, SUITE B
 MODESTO, CA 95350
 CONTACT: RANDALL O'DELL
 (209) 571-1765

INTERIM CITY ENGINEER'S APPROVAL

LESLIE A. PYEATT
 P.E. 56657
 CIVIL ENGINEER
 EXP 6/30/2015
 DATE _____

NOT FOR CONSTRUCTION

APPROVED:

DESIGNED: MP
 DRAWN: ABV
 CHECKED: MP
 SCALE: VARS
 DATE: 07/10/2014
 JOB NO.: 26830
 FILE NO.: 26830-CV.dwg



NOTES:
 1. ALL EXISTING UTILITIES WERE PLACED FROM RECORD INFORMATION AND FIELD TOPOGRAPHY. ACTUAL UTILITIES MAY VARY AND ADDITIONAL CROSSINGS MAY EXIST IN THE FIELD. IT IS IMPERATIVE THAT U.S.A. LOCATING SERVICES LOCATE AND MARK EXISTING UTILITIES PRIOR TO THE START OF EXCAVATION.
 2. THE CONTRACTOR SHALL USE EXTREME CAUTION WHEN EXPOSING EXISTING UTILITY CROSSINGS AND SERVICES.
 3. ANY DAMAGE TO EXISTING UTILITIES WILL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR.

100% SUBMITTAL

SHEET NO. 1 OF 14

FULLER NEIGHBORHOOD
 SIDEWALK PROJECT
 CHOWCHILLA, CALIFORNIA

COVER SHEET

PLAN REVISIONS

NO.	DATE	REVISION

ODELL
 ENGINEERING
 Modesto Palo Alto Pleasanton
 1165 Scenic Drive, Suite B
 Modesto, CA 95350
 PH: 209.571.1765
 odellengineering.com

O'DELL ENGINEERING
 Modesto Palo Alto Pleasonton
 1166 Scenic Drive, Suite B
 Modesto, CA 95350
 Ph 209.571.1785 odelengineering.com

FULLER NEIGHBORHOOD SIDEWALK PROJECT
 CHOWCHILLA, CALIFORNIA

NOTES & DETAILS

NOT FOR CONSTRUCTION

APPROVED:

DESIGNED:	MP
DRAWN:	ABV
CHECKED:	MP
SCALE:	N/A
DATE:	07/10/2014
JOB NO.:	26830
FILE NO.:	26830-NOTES.dwg

CLEARING NOTES:

1. THE CONTRACTOR SHALL REVIEW SITE PRIOR TO BIDDING. ALL VEGETATION, STRUCTURES, TREES, DELETERIOUS MATERIAL, ETC. SHALL BE REMOVED FROM THE SITE AT THE EXPENSE OF THE CONTRACTOR AND SHALL BE INCLUDED IN THE LUMP SUM CLEARING COST. ALL WORK SHALL COMPLY WITH THE GEOTECHNICAL ENGINEERING INVESTIGATION COMPLETED FOR THIS PROJECT.

STORM WATER POLLUTION PREVENTION:

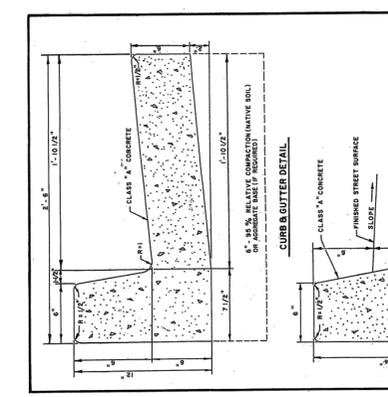
1. STORM WATER POLLUTION PREVENTION PLAN (SWPPP) WILL BE PREPARED IN ACCORDANCE WITH THE CURRENT STATE WATER RESOURCES CONTROL BOARD (P.D.E.S. PERMIT REQUIREMENTS. CONTRACTOR SHALL SUPPLY A SWPPP COMPLETED BY A QUALIFIED SWPPP DEVELOPER (QSD) AND SUBMIT FOR THE REVIEW TO THE CITY. THE SWPPP SHALL BE AVAILABLE AT THE PROJECT SITE AT ALL TIMES DURING CONSTRUCTION.

DUST CONTROL NOTES:

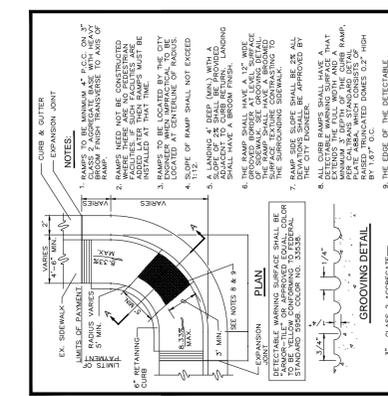
1. SPRAY WATER ON ALL EXPOSED EARTH SURFACED DURING CLEARING, GRADING, EARTH MOVING AND OTHER SITE PREPARATION ACTIVITIES THROUGHOUT THE DAY TO MINIMIZE DUST. USE TARPAULINS OR OTHER EFFECTIVE COVERS ON ALL STOCKPILED EARTH MATERIAL AND ON ALL HAUL TRUCKS TO MINIMIZE DUST. SWEEP THE ADJACENT PAVED SURFACES IMMEDIATELY AFTER THE ADJACENT ROADWAY IS REMOVED. SILT AND OTHER DIRT WHICH IS ERODED FROM CONSTRUCTION ACTIVITIES ENSURE THAT CONSTRUCTION VEHICLES ARE CLEANED PRIOR TO LEAVING THE SITE TO PREVENT DUST AND DIRT FROM BEING TRACKED OFF SITE. DO NOT ALLOW WASH WATER OR ANY OTHER NON-STORMWATER DISCHARGE TO ENTER DRAINS OR FLOW OFF SITE IN GUTTER.
2. ALL EXPOSED SURFACES SHALL BE WATERED A MINIMUM OF TWICE PER DAY. WATERING SHALL BE PERFORMED AT LEAST ONCE PER DAY. WATER SHALL BE APPLIED AS PROVIDED IN SECTION 17 OF CALTRANS STANDARD SPECIFICATIONS.
3. DUST PALIATIVES MAY BE SUBSTITUTED FOR WATERING UPON THE APPROVAL OF THE CITY ENGINEER. DUST PALIATIVES SHALL BE SPECIFIED AS PROVIDED IN SECTION 18 OF CALTRANS STANDARD SPECIFICATIONS.
4. ALL EXPOSED EARTH SURFACES SHALL BE PLANTED AT THE EARLIEST POSSIBLE TIME.

GENERAL NOTES:

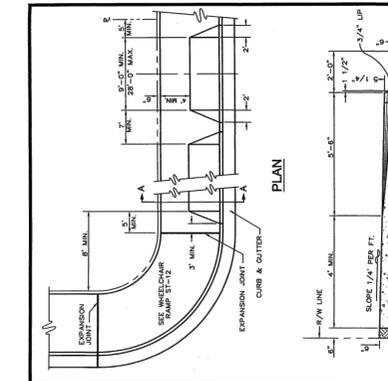
1. CONTRACTOR AGREES THAT HE SHALL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION AND SHALL NOTIFY UTILITIES FORTY-EIGHT (48) HOURS IN ADVANCE OF ANY CONSTRUCTION.
2. CONTRACTOR IS RESPONSIBLE FOR COORDINATION OF THE REMOVAL OR RELOCATION OF ALL EXISTING UTILITIES WITH RESPECTIVE UTILITY COMPANIES.
3. MANHOLE CASTINGS AND COVERS SHALL BE ADJUSTED TO FINAL GRADES BY THE PAVING CONTRACTOR AFTER STREET IMPROVEMENTS ARE COMPLETED.
4. ALL WATER LINES SHALL BE TESTED AND DISINFECTED IN ACCORDANCE WITH THE REQUIREMENTS OF THE CITY OF CHOWCHILLA. CONTRACTOR SHALL OBTAIN NECESSARY PERMITS AND APPROVALS PRIOR TO FINAL ACCEPTANCE.
5. ALL TRENCHES ON MAJOR AND COLLECTOR STREETS AND CROSS STREETS SHALL BE PAVED WITH TEMPORARY PAVING THE SAME DAY THE PAVEMENT CUT IS MADE.
6. IT IS INTENDED THAT THESE PLANS AND SPECIFICATIONS REQUIRE ALL CONTRACTORS TO MAINTAIN THE BEST PRACTICES AND STANDARDS IN ACCORDANCE WITH THEIR TRUE INTENT AND PURPOSE. THE CONTRACTOR SHALL NOTIFY THE ENGINEER IMMEDIATELY REGARDING ANY DISCREPANCIES OR AMBIGUITIES WHICH MAY EXIST IN THE PLANS OR SPECIFICATIONS. THE ENGINEER'S INTERPRETATION OR CORRECTION THEREOF SHALL BE CONCLUSIVE.
7. FOR ALL WORK WITHIN PUBLIC RIGHT-OF-WAYS, THE CONTRACTOR SHALL OBTAIN AN ENCROACHMENT PERMIT AND SHALL PRESERVE THE EXISTING UTILITIES AND PROVIDE NECESSARY CONSTRUCTION TRAFFIC IMPROVEMENTS AND PROVIDE NECESSARY CONSTRUCTION TRAFFIC CONTROL. THE CONTRACTOR SHALL THROUGH THE ENCROACHMENT PERMIT PROCESS, VERIFY WITH THE CITY OF CHOWCHILLA THE NEED FOR ANY DETOUR PLAN. IF A PLAN IS REQUIRED, CONTRACTOR SHALL PROVIDE PLAN AND RECEIVE APPROVAL PRIOR TO CONSTRUCTION.
8. PRIOR TO ACCEPTANCE OF THE PROJECT, THE CONTRACTOR SHALL SUBMIT RECORD DRAWINGS INCLUDING THE INFORMATION REQUIRED ABOVE. AS-BUILT RECORD DRAWINGS SHALL BE REVIEWED AND THE COMPLETE AS-BUILT RECORD DRAWINGS SET SHALL BE CURRENT WITH ALL CHANGES AND DEVIATIONS RELINED AS A PRECONDITIONED TO THE FINAL PROGRESS PAYMENT APPROVAL AND/OR FINAL CITY ACCEPTANCE. THE ENGINEER SHALL PROVIDE THE CITY WITH A COMPLETE REPRODUCIBLE AS-BUILT RECORD DRAWING SET.
9. WHERE THE PLANS OR SPECIFICATIONS DESCRIBE PORTIONS OF THE PROJECT TO BE CONSTRUCTED IN SEVERAL SECTIONS, THE CONTRACTOR SHALL UNDERSTAND THAT ONLY THE BEST GENERAL CONTRACTOR SHALL PREVAIL AND THAT ONLY MATERIALS AND WORKMANSHIP OF THE FIRST QUALITY ARE TO BE USED.
10. THE CONTRACTOR SHALL OBTAIN ALL PERMITS AND LICENSES REQUIRED FOR THE CONSTRUCTION AND COMPLETION OF THE PROJECT.
11. CONSTRUCTION STAKING SHALL BE DONE BY O'DELL ENGINEERING. THE CONTRACTOR SHALL NOTIFY THE ENGINEER FORTY-EIGHT (48) HOURS PRIOR TO THE START OF CONSTRUCTION. THE CONTRACTOR SHALL REQUEST THE CONTRACTOR OR HIS SUB-CONTRACTORS THAT IS ABOVE AND BEYOND NORMAL STANDARD SUBDIVISION STAKING NEEDS, MAY BE SUBJECT TO AN EXTRA WORK CHARGE.
12. THE CONTRACTOR SHALL EXERCISE DUE CAUTION AND SHALL CAREFULLY PRESERVE BENCH MARKS, REFERENCE POINTS AND ALL SURVEY STAKES, AND SHALL BEAR ALL EXPENSES FOR REPLACEMENT AND/OR ERRORS CAUSED BY THEIR UNNECESSARY LOSS OR DISTURBANCE.
13. PRIOR TO COMMENCING ANY WORK, IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO ENSURE THAT ALL CURRENT STANDARDS FOR THE CITY OF CHOWCHILLA ARE FOLLOWED AS WELL AS TO HAVE EACH UTILITY COMPANY LOCATE IN THE FIELD THEIR MAIN AND SERVICE LINES. THE CONTRACTOR SHALL NOTIFY MEMBERS OF THE UNDERGROUND SERVICE ALERT (USA) 48 HOURS IN ADVANCE OF PERFORMING ANY EXCAVATION WORK BY CALLING THE TOLL FREE NUMBER (800) 642-2444. THE CONTRACTOR SHALL RECORD THE U.S.A. ORDER NUMBER AND FURNISH ORDER NUMBER TO OWNER PRIOR TO ANY EXCAVATION. IT SHALL BE THE CONTRACTOR'S SOLE RESPONSIBILITY TO PROTECT ALL EXISTING UTILITIES SO THAT NO DAMAGE RESULT TO THEM. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE RESULTS OF ANY DAMAGE TO EXISTING UTILITIES. THE CONTRACTOR SHALL BE REQUIRED TO COOPERATE WITH OTHER CONTRACTORS AND UTILITY COMPANIES INSTALLING NEW STRUCTURES, UTILITIES AND SERVICE TO THE DEVELOPMENT.
14. WHENEVER PAVEMENT IS BROKEN OR CUT IN THE INSTALLATION OF THE WORK COVERED BY THESE SPECIFICATIONS, THE PAVEMENT SHALL BE REPAIRED TO THE ORIGINAL CONDITION. THE PAVEMENT WATER, WATER, OR BETTER, WATER, OR BETTER, WATER, OR BETTER, ORIGINAL PAVING. THE FINISHED PAVEMENT SHALL BE SUBJECT TO THE APPROVAL OF THE PUBLIC WORKS DIRECTOR.
15. PAYMENT FOR PAVEMENT WILL BE MADE ONLY FOR AREAS SHOWN ON PLANS. REPLACEMENT OF PAVEMENT WHICH IS BROKEN OR CUT DURING THE INSTALLATION OF THE WORK COVERED BY THESE SPECIFICATIONS, AND WHICH LIES OUTSIDE OF SAID AREAS, SHALL BE INCLUDED IN THE CONTRACTOR'S UNIT PRICE FOR PAVEMENT, AND NO ADDITIONAL PAYMENT SHALL BE MADE FOR SUCH WORK.
16. WE CALL YOUR ATTENTION TO TITLE 8 CALIFORNIA ADMINISTRATION CODE SECTION 1540 (A) (1) OF THE CONSTRUCTION SAFETY BOARD ISSUED BY THE OCCUPATION SAFETY AND HEALTH STANDARDS BOARD PURSUANT TO THE CALIFORNIA OCCUPATIONS SAFETY AND HEALTH ACT OF 1973 AS AMENDED WHICH STATES: (1) PRIOR TO OPENING AND EXCAVATION, EFFORT SHALL BE MADE TO DETERMINE WHETHER UNDERGROUND INSTALLATIONS; I.E., SEWER, WATER, FUEL, ELECTRIC LINES, ETC., WILL BE ENCOUNTERED AND IF SO, WHERE SUCH UNDERGROUND INSTALLATIONS ARE LOCATED WITHIN THE EXCAVATION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE DETERMINATION OF THE LOCATIONS OF ALL UNDERGROUND UTILITIES BY CAREFUL PROBING OR HAND DIGGING; AND, WHEN IT IS UNCOVERED ADEQUATE PROTECTION SHALL BE PROVIDED FOR THE EXISTING INSTALLATION. ALL KNOWN OWNERS OF UNDERGROUND FACILITIES IN THE AREA CONCERNED SHALL BE ADVISED OF PROPOSED WORK AT LEAST 48 HOURS PRIOR TO THE START OF ACTUAL EXCAVATION.
17. ALL ENDS, BENDS, AND TEES ON WATER LINES MUST HAVE ADEQUATE THRUST BLOCKS CALCULATED FROM CITY OF CHOWCHILLA STANDARDS.
18. CITY WILL OPERATE ALL EXISTING WATER VALVES. CONTRACTOR SHALL MAKE ARRANGEMENTS IN ADVANCE WITH THE PUBLIC WORKS INSPECTOR.
19. DRAWING NUMBERS SHOWN ON THE PLANS REFER TO DRAWINGS CONTAINED IN THE CITY OF CHOWCHILLA'S IMPROVEMENT STANDARDS AND SPECIFICATIONS, SHOWN THUS; (I. E. STD. SD-4)
20. CONTRACTOR SHALL FURNISH CERTIFICATES OF COMPLIANCE TO THE CITY FOR CRUSHED MISCELLANEOUS BASE MATERIAL AND FOR THE SPECIFIED CLASS OF P.C.C. PRIOR TO PAVING ROADWAYS.
21. IN AREAS WHICH ARE TO RECEIVE A.C. P.C.C. OR AGGREGATE BASE, THE CONTRACTOR SHALL MAINTAIN SURGRADE AT THE AS-GRADED WATER CONTENT. IF THE SUBGRADE IS ALLOWED TO DRY, THE WATER CONTENT OF SOIL SHOULD BE RAISED TO THE RECOMMENDED VALUE SPECIFIED FOR THE PROJECT.
22. STREET SIGNS, TRAFFIC CONTROL SIGNS, AND PAVEMENT MARKINGS SHALL BE PROVIDED AND INSTALLED BY THE CONTRACTOR AT LOCATIONS SHOWN ON THESE PLANS.
23. THE CONTRACTOR SHALL SECURE A TRENCH PERMIT FROM THE CALIFORNIA DIVISION OF INDUSTRIAL SAFETY PRIOR TO EXCAVATION OF ANY TRENCH OVER FIVE FEET IN DEPTH.
24. THE CONTRACTOR SHALL VERIFY LOCATIONS OF ALL EXISTING UNDERGROUND UTILITIES AND SHALL CONTACT THE RESPECTIVE UTILITY COMPANIES PRIOR TO COMMENCEMENT OF WORK. THE



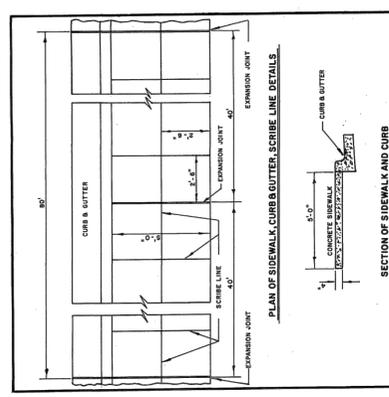
REVISION DATE	CITY OF CHOWCHILLA	ST-10



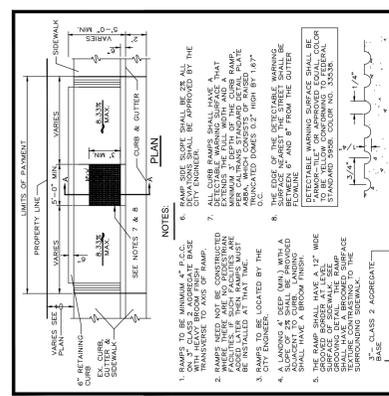
REVISION DATE	CITY OF CHOWCHILLA	ST-12B



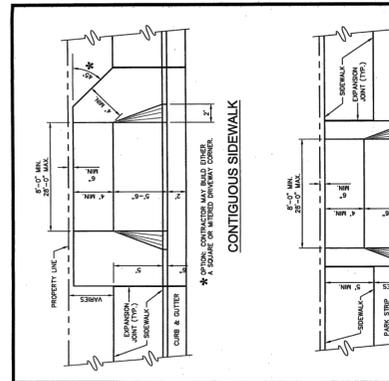
REVISION DATE	CITY OF CHOWCHILLA	ST-14



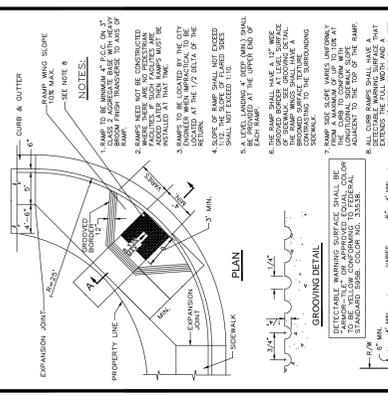
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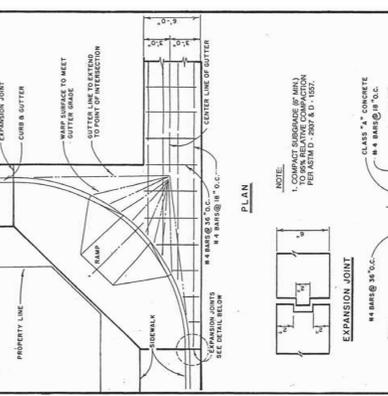
REVISION DATE	CITY OF CHOWCHILLA	ST-12C



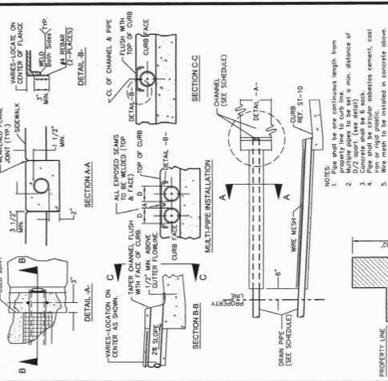
REVISION DATE	CITY OF CHOWCHILLA	ST-14



REVISION DATE	CITY OF CHOWCHILLA	ST-12A



REVISION DATE	CITY OF CHOWCHILLA	ST-13



REVISION DATE	CITY OF CHOWCHILLA	D-7

NOTES:

1. ALL EXISTING UTILITIES WERE PLOTTED FROM RECORD INFORMATION AND FIELD TOPOGRAPHY. ACTUAL LOCATIONS MAY VARY AND ADDITIONAL CROSSINGS MAY EXIST IN THE FIELD. IT IS IMPRATIVE UTILITIES PRIOR TO THE START OF EXCAVATION. MARK EXISTING UTILITIES PRIOR TO THE START OF EXCAVATION.
2. THE CONTRACTOR SHALL USE EXTREME CAUTION WHEN EXPOSING EXISTING UTILITY CROSSINGS AND SERVICES.
3. ANY DAMAGE TO EXISTING UTILITIES WILL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR.

100% SUBMITTAL

PLAN REVISIONS	
NO.	DATE

ODELL
ENGINEERING
 Modesto Palo Alto Pleasanton
 1165 Scenic Drive, Suite B
 Modesto, CA 95350
 Ph 209.571.1765 odellengineering.com

FULLER NEIGHBORHOOD SIDEWALK PROJECT

CHOWCHILLA, CALIFORNIA

DETAILS

NOT FOR CONSTRUCTION

APPROVED: _____

DESIGNED: _____

DRAWN: _____

CHECKED: MP

SCALE: _____

DATE: 07/10/2014

JOB NO.: 26830

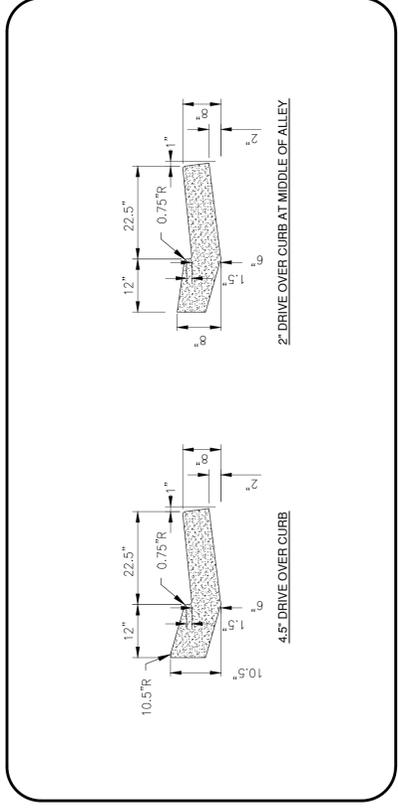
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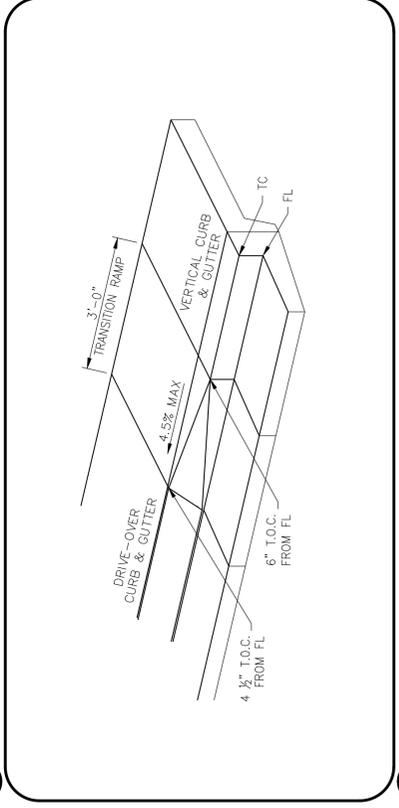
NOTES:

- ALL EXISTING UTILITIES WERE PLOTTED FROM RECORD INFORMATION AND FIELD TOPOGRAPHY. ACTUAL LOCATIONS MAY VARY AND ADDITIONAL CROSSINGS MAY EXIST IN THE FIELD. IT IS IMPERATIVE THAT CONTRACTOR LOCATE AND MARK EXISTING UTILITIES PRIOR TO THE START OF EXCAVATION.
- THE CONTRACTOR SHALL USE EXTREME CAUTION WHEN EXPOSING EXISTING UTILITY CROSSINGS AND SERVICES.
- ANY DAMAGE TO EXISTING UTILITIES WILL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR.

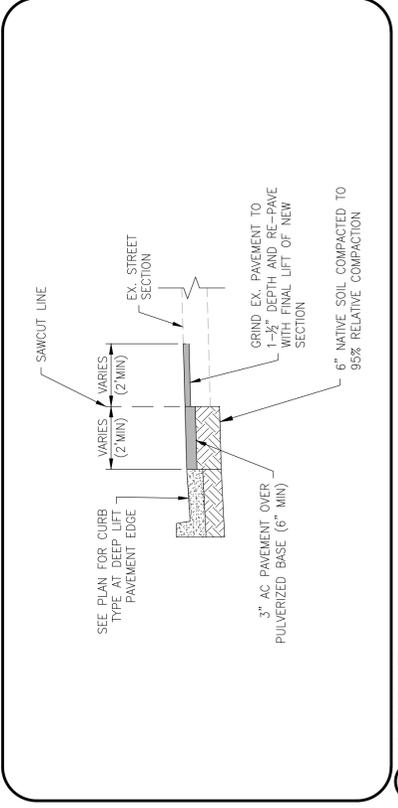
100% SUBMITTAL



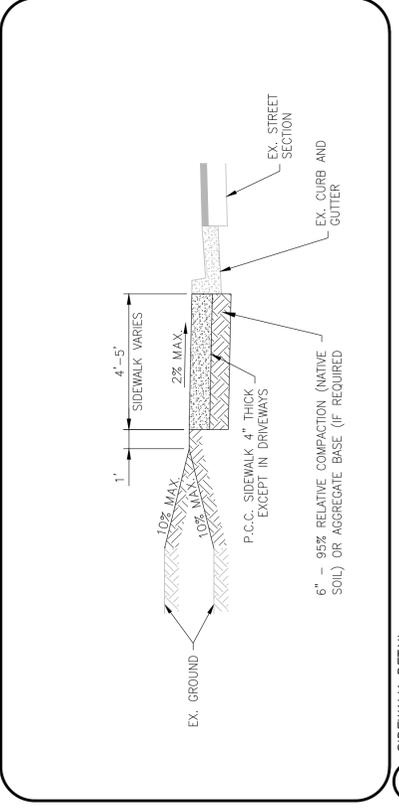
9 DRIVE OVER CURBS NOT TO SCALE



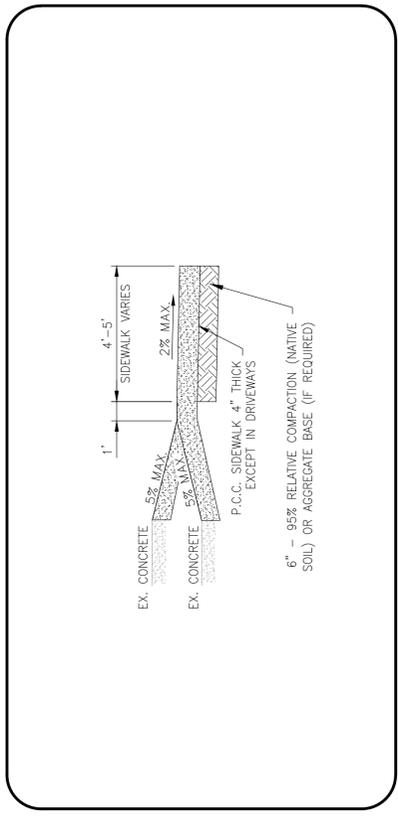
10 DRIVE-OVER CURB TO VERTICAL CURB TRANSITION NOT TO SCALE



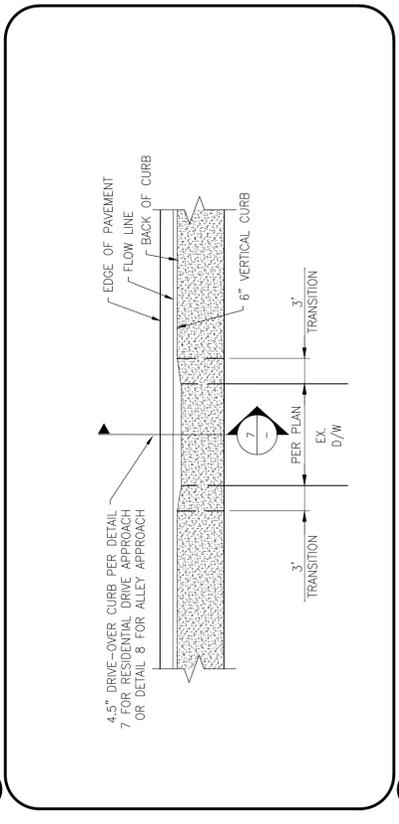
11 AC DEEP LIFT NOT TO SCALE



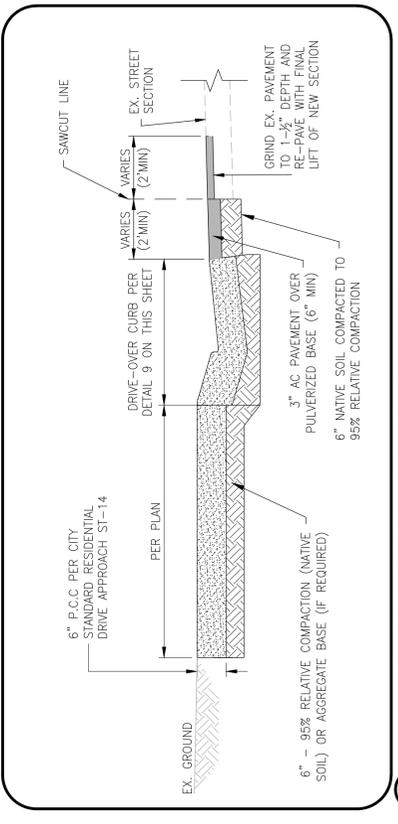
12 SIDEWALK DETAIL NOT TO SCALE



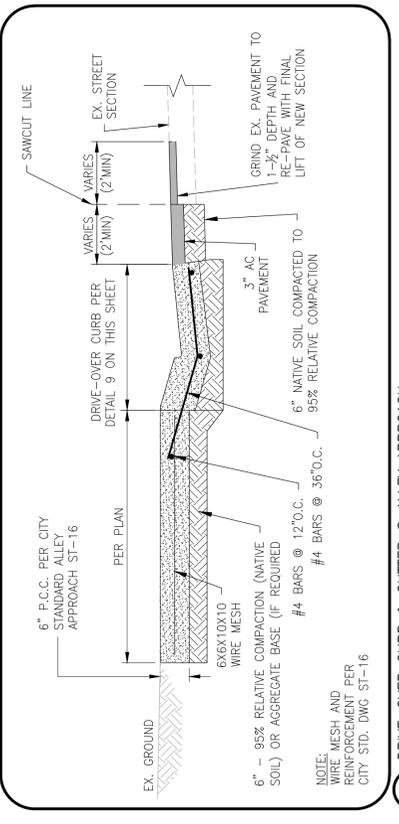
5 SECTION NOT TO SCALE



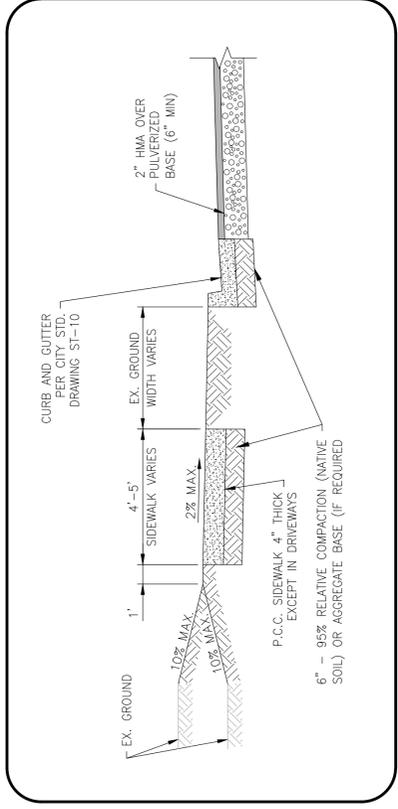
6 DRIVE-OVER CURB & GUTTER TRANSITION NOT TO SCALE



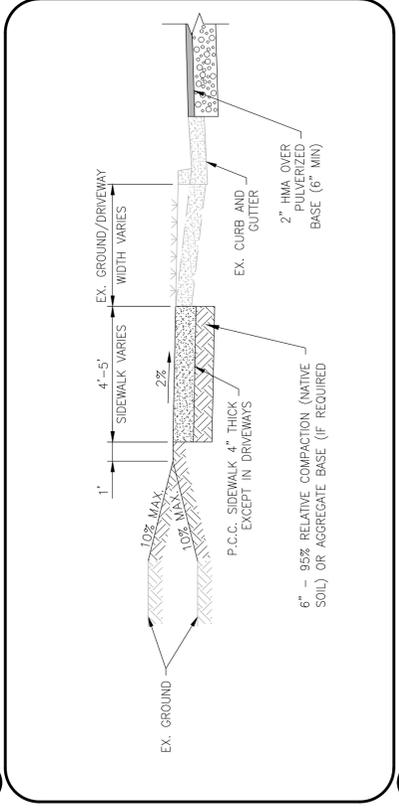
7 DRIVE-OVER CURB & GUTTER @ RESIDENTIAL DRIVE APPROACH NOT TO SCALE



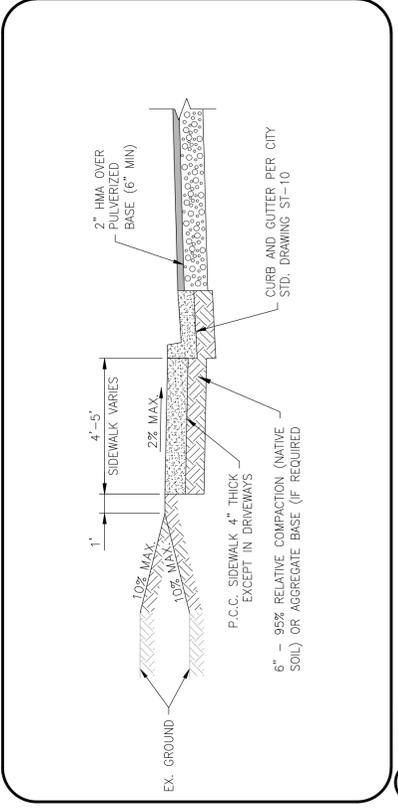
8 DRIVE-OVER CURB & GUTTER @ ALLEY APPROACH NOT TO SCALE



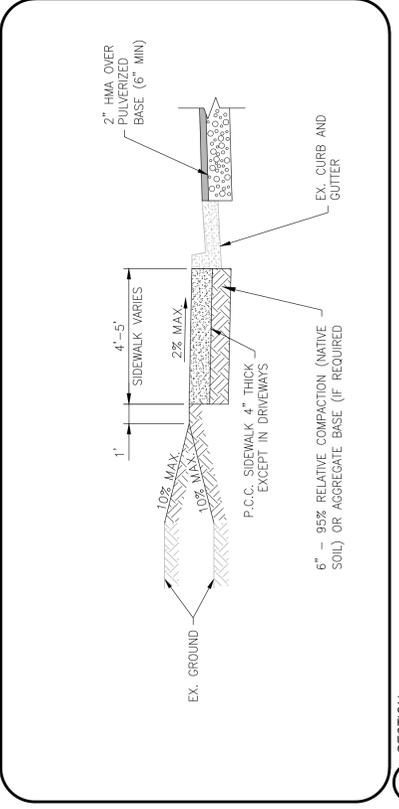
1 SECTION NOT TO SCALE



2 SECTION NOT TO SCALE



3 SECTION NOT TO SCALE



4 SECTION NOT TO SCALE

PLAN REVISIONS	
NO.	DATE

ODELL ENGINEERING
 Modesto Palo Alto Pleasanton
 1165 Scenic Drive, Suite B
 Modesto, CA 95350
 Ph: 209.571.1765 odelengineering.com

FULLER NEIGHBORHOOD SIDEWALK PROJECT

CHOWCHILLA, CALIFORNIA

TOPOGRAPHIC SURVEY & DEMO

NOT FOR CONSTRUCTION

APPROVED: _____

DESIGNED:	MP
DRAWN:	ABV
CHECKED:	MP
SCALE:	1"=20'
DATE:	07/10/2014
JOB NO.:	26830
FILE NO.:	26830-TOPO DEMO.dwg

SHEET NO.
5 OF **14**

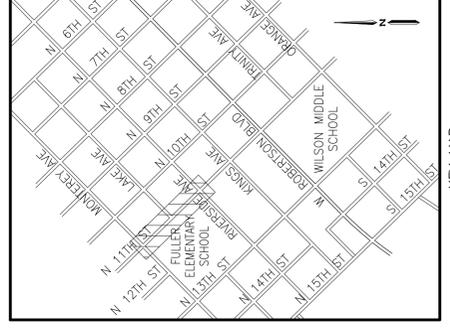
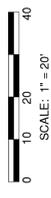
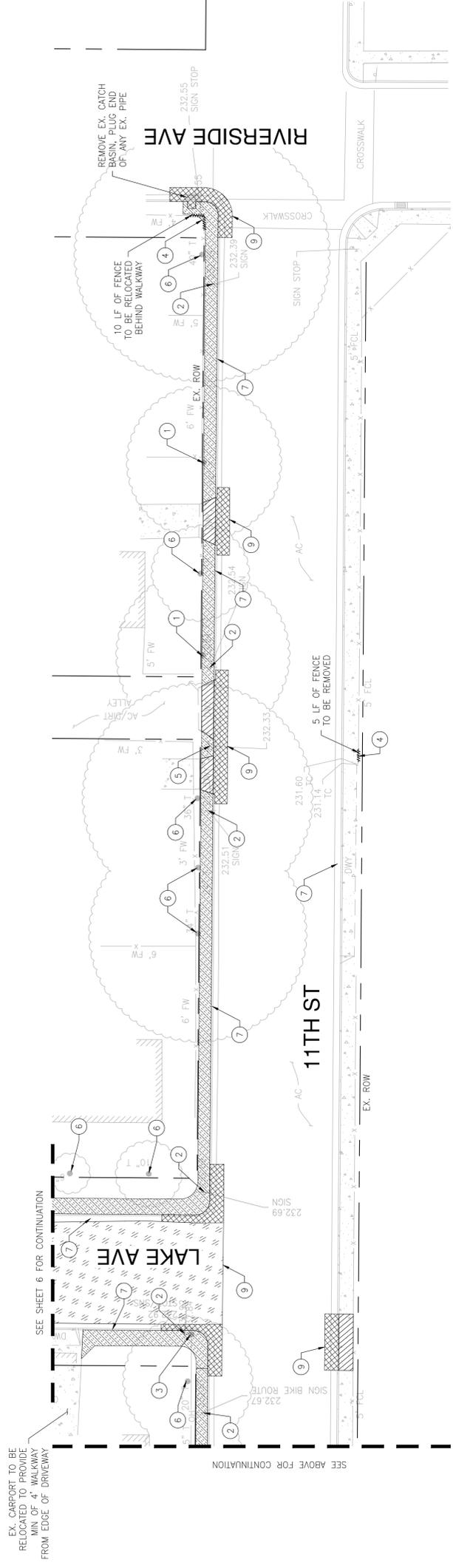
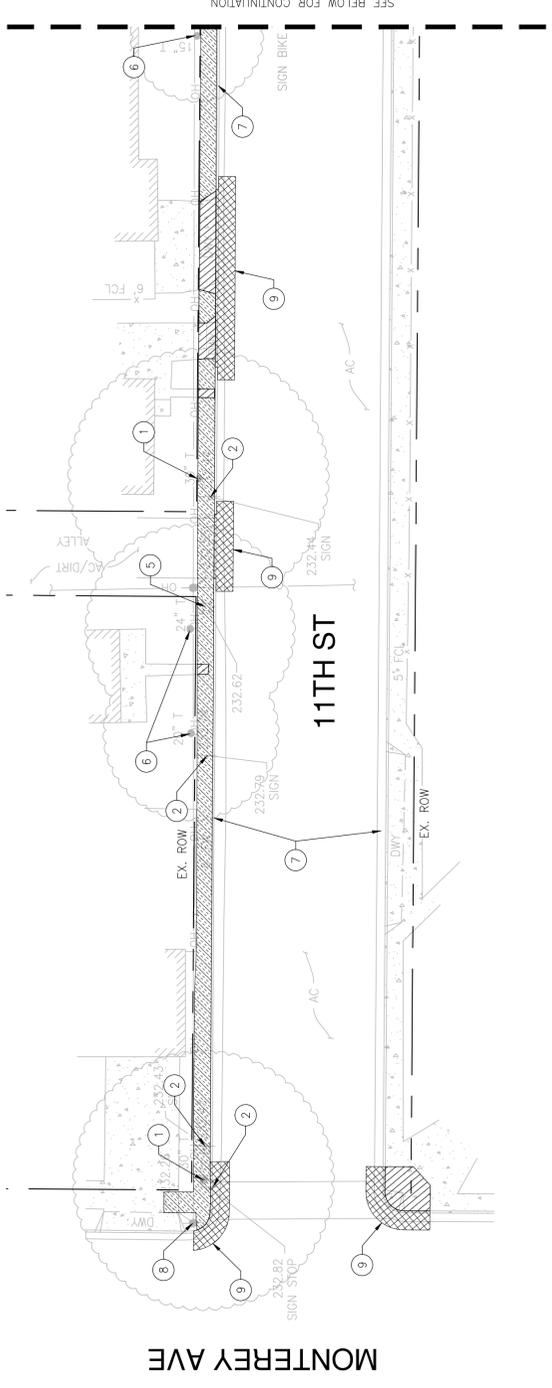
DEMOLITION NOTES

- CONTRACTOR SHALL COORDINATE WITH ALL UTILITY COMPANIES AND PUBLIC AGENCIES TO DISCONNECT EXISTING UTILITIES TO THE PROJECT SITE PRIOR TO DEMOLITION.
- CONTRACTOR TO PROTECT ALL UTILITY STRUCTURES UNLESS OTHERWISE NOTED.
- CONTRACTOR TO PROTECT ALL TREES UNLESS OTHERWISE NOTED.
- CONTRACTOR TO SAWCUT IN A CLEAN STRAIGHT LINE.

SHEET NOTES

- EX. TREE TO BE REMOVED
- EX. SIGN TO BE RELOCATED PER PLANS
- EX. UTILITY POLE TO BE RELOCATED (BY OTHERS)
- EX. FENCE TO BE RELOCATED PER PLANS
- EX. FIRE HYDRANT TO BE RELOCATED PER PLANS
- EX. TREE TO BE PROTECTED IN PLACE. SEE TREE PROTECTION PER DETAIL 1 ON SHEET 4.
- EX. CURB AND GUTTER TO BE PROTECTED IN PLACE
- EX. UTILITY POLE TO BE PROTECTED IN PLACE
- SAWCUT EX. PAVEMENT

- CLEAR AND GRUB
- REMOVE EXISTING SIDEWALK
- REMOVE EXISTING CURB, GUTTER, AND/OR PAVEMENT
- PULVERIZE EXISTING PAVEMENT (6" MIN. DEPTH)
- REMOVE EXISTING FENCE



- NOTES:**
- ALL EXISTING UTILITIES WERE PLOTTED FROM RECORD INFORMATION AND FIELD TOPOGRAPHY. ACTUAL LOCATIONS MAY VARY AND CONTRACTOR SHALL VERIFY ALL UTILITIES PRIOR TO EXCAVATION. CONTRACTOR SHALL USE EXTREME CAUTION WHEN EXPOSING EXISTING UTILITY CROSSINGS AND SERVICES.
 - ANY DAMAGE TO EXISTING UTILITIES WILL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR.

100% SUBMITTAL

PLAN REVISIONS	
NO.	DATE
NO.	REVISION

ODELL ENGINEERING
 Modesto Palo Alto Pleasanton
 1165 Scenic Drive, Suite B
 Modesto, CA 95350
 Ph: 209.571.1765 odelengineering.com

FULLER NEIGHBORHOOD SIDEWALK PROJECT

CHOWCHILLA, CALIFORNIA

TOPOGRAPHIC SURVEY & DEMO

NOT FOR CONSTRUCTION

APPROVED:	
DESIGNED:	MP
DRAWN:	ABV
CHECKED:	MP
SCALE:	1"=20'
DATE:	07/10/2014
JOB NO.:	26830
FILE NO.:	26830-TOPO DEMO.dwg

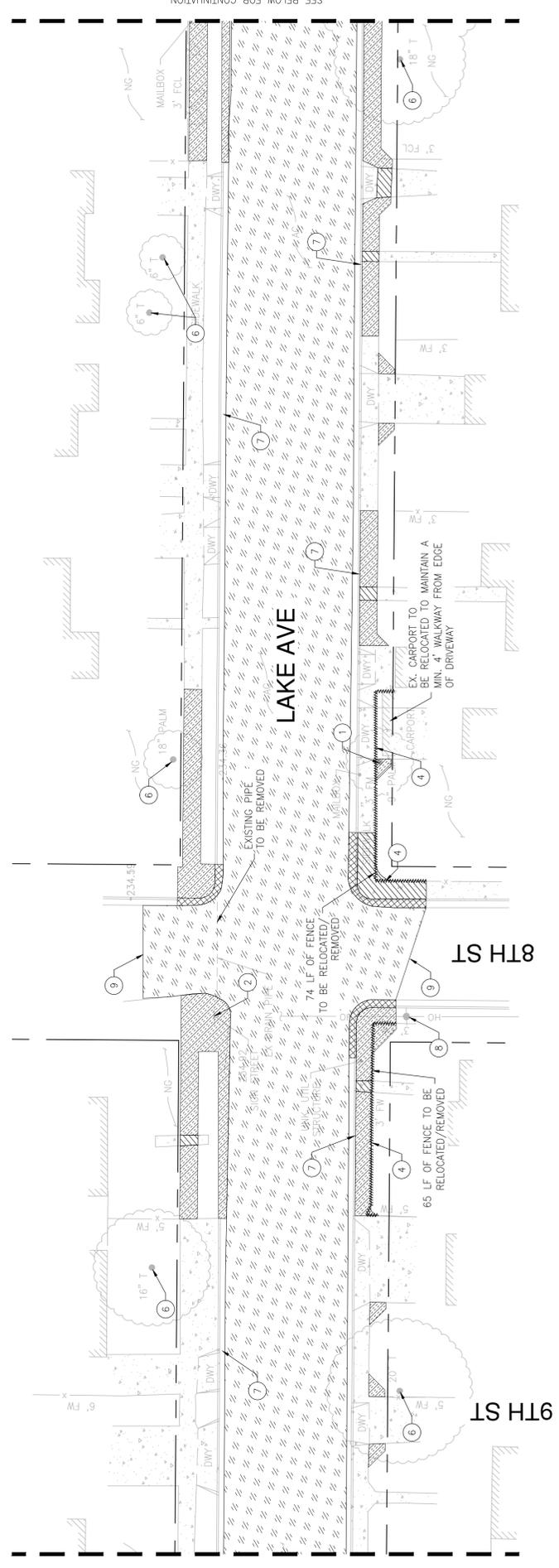
SHEET NO. **7** OF **14**

DEMOLITION NOTES

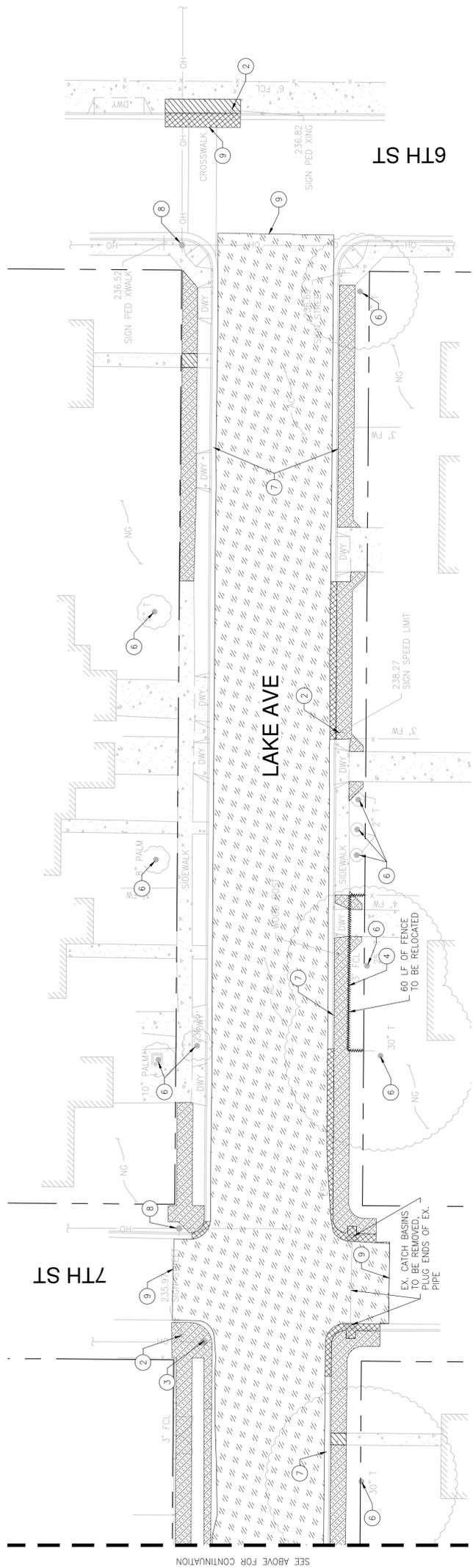
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- CONTRACTOR TO PROTECT ALL TREES UNLESS OTHERWISE NOTED.
- CONTRACTOR TO SAWCUT IN A CLEAN STRAIGHT LINE.

SHEET NOTES

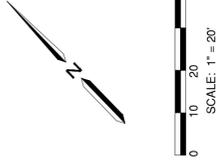
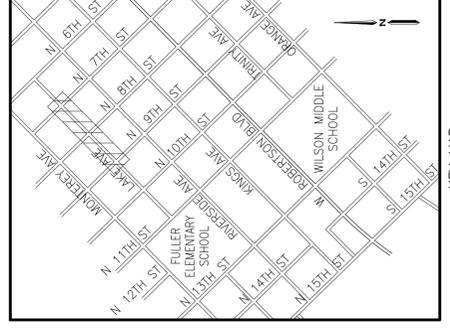
- EX. TREE TO BE REMOVED
 - EX. SIGN TO BE RELOCATED PER PLANS
 - EX. UTILITY POLE TO BE RELOCATED (BY OTHERS)
 - EX. FENCE TO BE RELOCATED PER PLANS
 - EX. FIRE HYDRANT TO BE RELOCATED PER PLANS
 - EX. TREE TO BE PROTECTED IN PLACE. SEE TREE PROTECTION PER DETAIL 1 ON SHEET 4
 - EX. CURB AND GUTTER TO BE PROTECTED IN PLACE
 - EX. UTILITY POLE TO BE PROTECTED IN PLACE
 - SAWCUT EX. PAVEMENT
- CLEAR AND GRUB
 REMOVE EXISTING SIDEWALK
 REMOVE EXISTING CURB, GUTTER, AND/OR PAVEMENT
 PULVERIZE EXISTING PAVEMENT (6" MIN. DEPTH)
 REMOVE EXISTING FENCE



SEE SHEET 6 FOR CONTINUATION



SEE ABOVE FOR CONTINUATION



NOTES:

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100% SUBMITTAL

KEY MAP
NTS

PLAN REVISIONS	
NO.	DATE

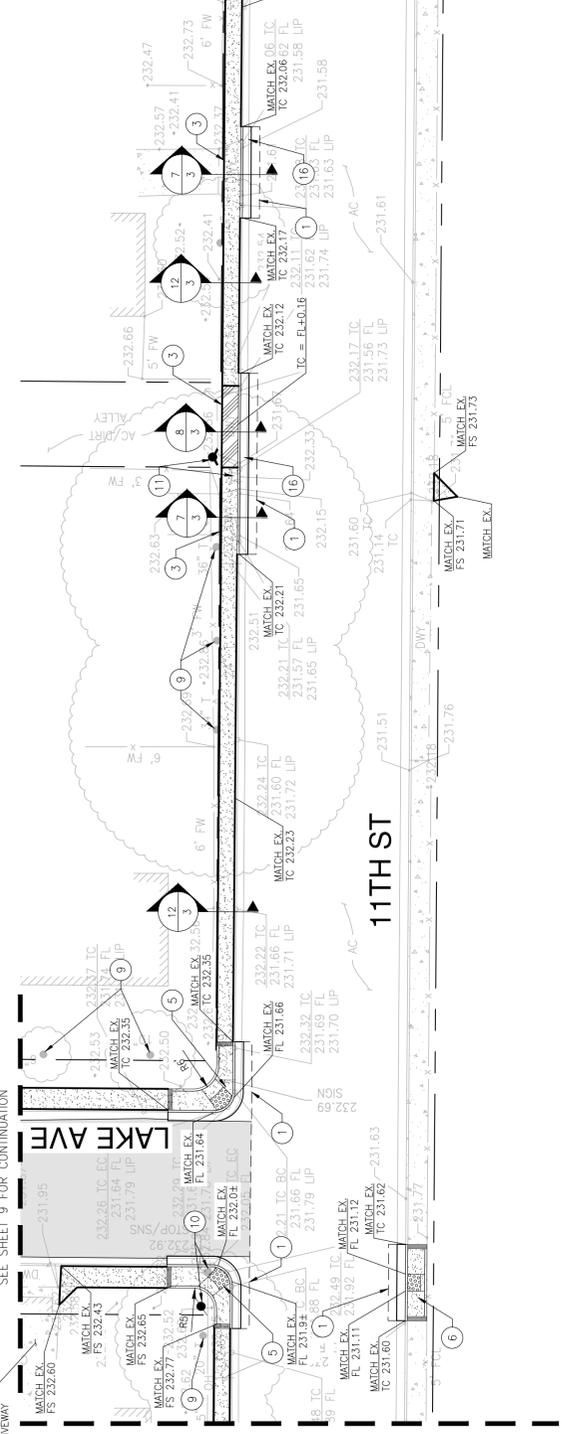
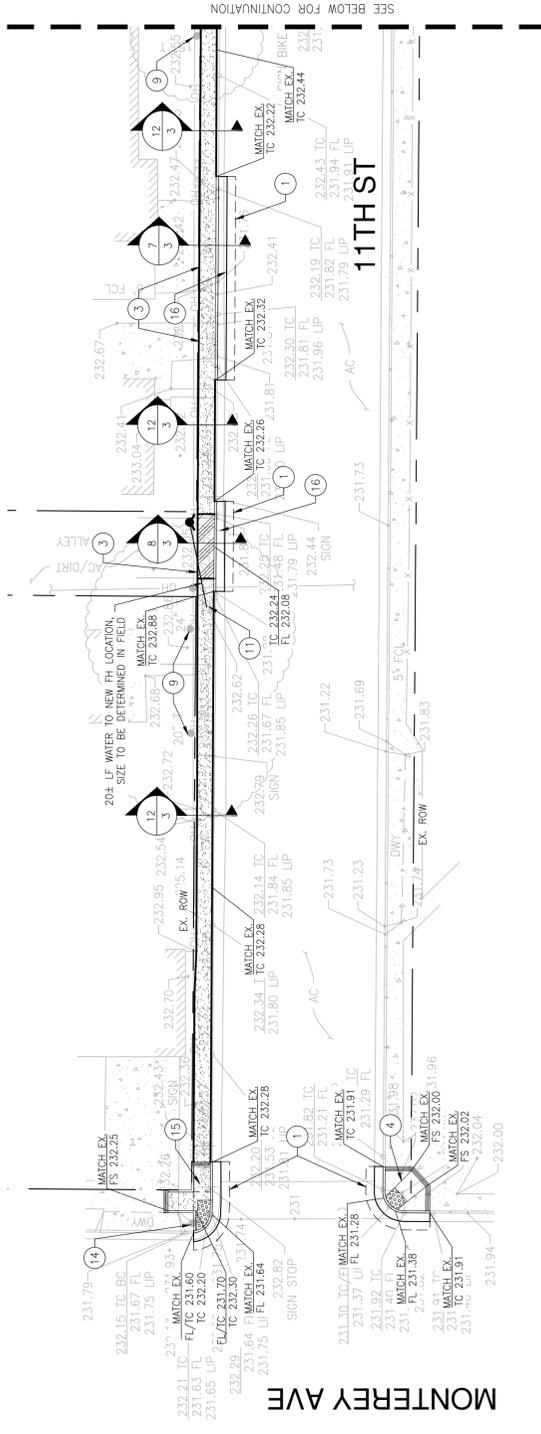
ODELL ENGINEERING
 Modesto Palo Alto Pleasanton
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 Modesto, CA 95350
 Ph: 209.571.1765 odelengineering.com

FULLER NEIGHBORHOOD SIDEWALK PROJECT

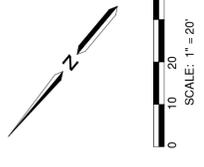
CHOWCHILLA, CALIFORNIA

SHEET NOTES

- 1 AC DEEP LIFT PER DETAIL 11 ON SHEET 3.
- 2 CURB AND GUTTER PER CITY OF CHOWCHILLA STD. DETAIL ST-10.
- 3 CONFORM TO EXISTING HARDSCAPE PER DETAIL 5 ON SHEET 3.
- 4 ACCESSIBLE RAMP TYPE A PER CITY STD. DETAIL ST-12A.
- 5 ACCESSIBLE RAMP TYPE B PER CITY STD. DETAIL ST-12B.
- 6 ACCESSIBLE RAMP TYPE C PER CITY STD. DETAIL ST-12C.
- 7 MODIFIED ACCESSIBLE RAMP TYPE 1 PER DETAIL 3 ON SHEET 4.
- 8 DETECTABLE WARNING SURFACE PER STATE STD. A88A.
- 9 EX. TREE TO BE PROTECTED IN PLACE. SEE TREE PROTECTION PER DETAIL 1 ON SHEET 4. THE CITY ENGINEER WILL REVIEW DURING CONSTRUCTION FOR ROOT STABILITY. REMOVE TREE IF DIRECTED BY THE CITY ENGINEER.
- 10 EX. UTILITY POLE RELOCATED (BY OTHERS)
- 11 RELOCATE EX. FIRE HYDRANT ASSEMBLY
- 12 PROPOSED FENCE TO BE LOCATED MIN. 6" FROM PROPOSED HARDSCAPE AS SHOWN ON PLAN. PROPOSED FENCE TO MATCH EXISTING FENCE.
- 13 4"x4" MIN LANDING, 2% MAX SLOPE IN ANY DIRECTION
- 14 EX. UTILITY POLE TO BE PROTECTED IN PLACE
- 15 MODIFIED ACCESSIBLE RAMP TYPE 2 PER DETAIL 4 ON SHEET 4
- 16 DRIVE-OVER CURB & GUTTER. SEE DETAILS 6 & 10 ON SHEET 3



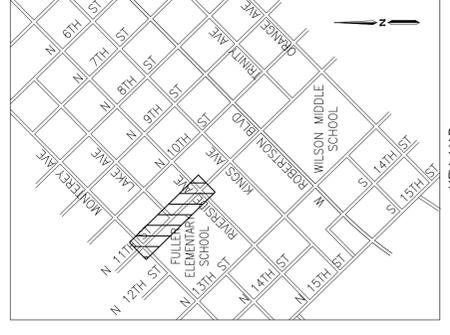
GRADING PLAN



NOT FOR CONSTRUCTION

APPROVED: _____

DESIGNED: _____
 DRAWN: _____
 CHECKED: MP
 SCALE: _____
 DATE: 07/10/2014
 JOB NO.: 26830
 FILE NO.: 26830-GR.dwg



NOTES:

1. ALL EXISTING UTILITIES WERE PLOTTED FROM RECORD INFORMATION AND FIELD TOPOGRAPHY. ACTUAL LOCATIONS MAY VARY AND CONTRACTOR SHALL VERIFY ALL UTILITIES PRIOR TO THE START OF EXCAVATION. UTILITIES PRIOR TO THE START OF EXCAVATION. LOCATE AND MARK EXISTING UTILITIES PRIOR TO THE START OF EXCAVATION.
2. THE CONTRACTOR SHALL USE EXTREME CAUTION WHEN EXPOSING EXISTING UTILITY CROSSINGS AND SERVICES.
3. ANY DAMAGE TO EXISTING UTILITIES WILL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR.

100% SUBMITTAL

SHEET NO. **8** OF **14**

PLAN REVISIONS		
NO.	DATE	REVISION

O'DELL
ENGINEERING
 Modesto Palo Alto Pleasanton
 1165 Scenic Drive, Suite B
 Modesto, CA 95350
 Ph 209.571.1765 odellengineering.com

FULLER NEIGHBORHOOD SIDEWALK PROJECT

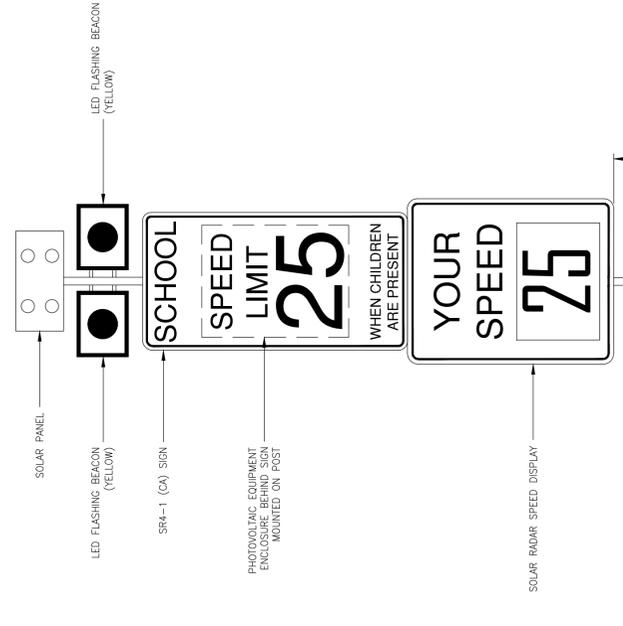
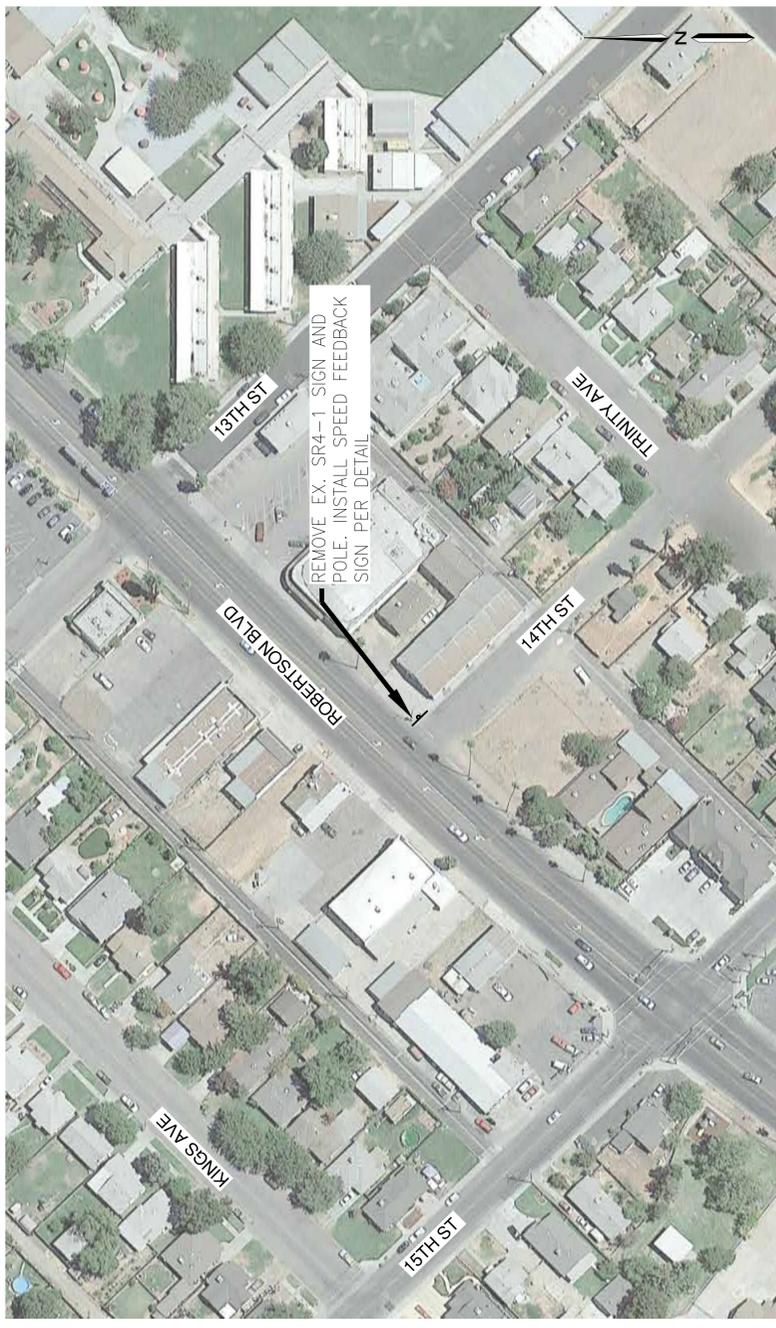
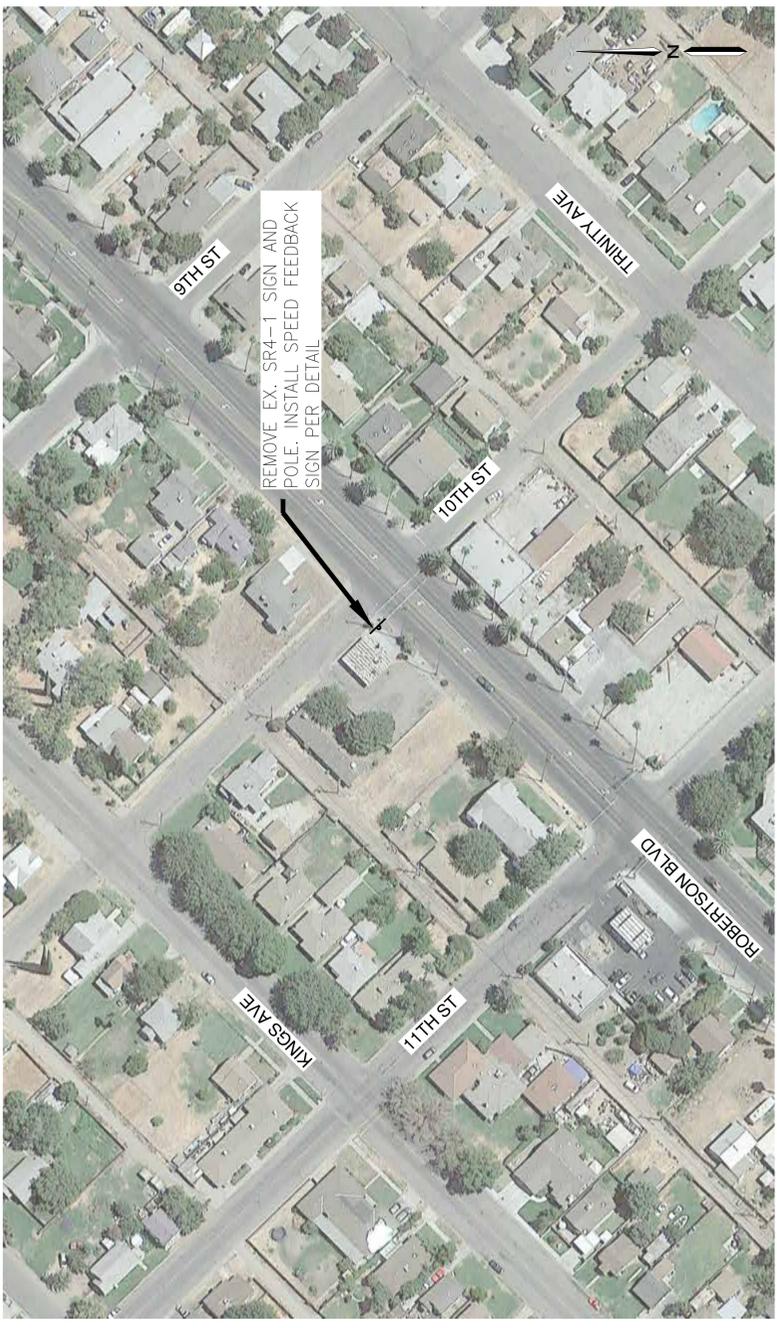
CHOWCHILLA, CALIFORNIA

SPEED FEEDBACK SIGN
 PLAN

NOT FOR CONSTRUCTION

APPROVED: _____
 DESIGNED: _____
 DRAWN: _____
 CHECKED: MP
 SCALE: _____
 DATE: 07/10/2014
 JOB NO.: 26830
 FILE NO.: 26830-ROBERTSON BLVD.dwg

SHEET NO. **13** OF **14**



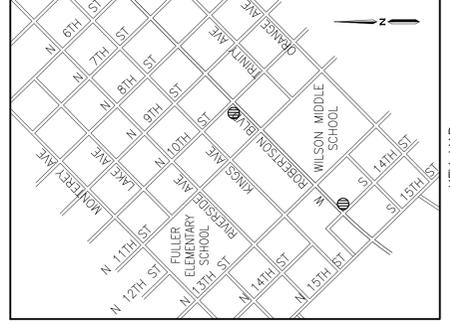
TYPE 1-B FEMURUS
 CALTRANS STANDARD PLAN ES-79B

7' (MIN) W/ SIDEWALK
 5' (MIN) W/O SIDEWALK

NOTE:
 FINAL LOCATION OF SIGNS TO BE DETERMINED
 BY CITY PRIOR TO INSTALLATION.

SPEED FEEDBACK SIGN

N.T.S.



NOTES:

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- ANY DAMAGE TO EXISTING UTILITIES WILL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR.

CALL BEFORE YOU DIG
 800.422.7343
 U.S.A.

100% SUBMITTAL

PLAN REVISIONS	
NO.	DATE

ODELL ENGINEERING
 Modesto Palo Alto Pleasanton
 1165 Scenic Drive, Suite B
 Modesto, CA 95350
 Ph: 209.571.1765 odelengineering.com

FULLER NEIGHBORHOOD SIDEWALK PROJECT

CHOWCHILLA, CALIFORNIA

EROSION CONTROL PLAN

NOT FOR CONSTRUCTION

APPROVED: _____

DESIGNED: _____
 DRAWN: _____
 CHECKED: MP
 SCALE: _____
 DATE: 07/10/2014
 JOB NO.: 26830
 FILE NO.: 26830-EC.dwg

SHEET NO. **14**
 OF 14

SEDIMENT CONTROL DEVICES

CONTRACTOR TO PROVIDE TEMPORARY SEDIMENT CONTROL DEVICE AT CATCH BASINS AS SHOWN IN DETAIL. CONTRACTOR MAY SUBSTITUTE OTHER SEDIMENT CONTROL DEVICES (GRAVEL BAGS, SILT TRAPS, ETC.) UNDER THE DIRECTION OF THE OSP. MODIFICATIONS TO THIS PLAN NEED TO BE APPROVED BY OSD, AND LOGGED IN THE SWPPP AMENDMENT LOG.

DUST CONTROL MEASURES

CONTRACTOR TO PRACTICE DUST CONTROL MEASURES IN ACCORDANCE WITH THE CITY OF CHOWCHILLA STANDARDS THROUGHOUT CONSTRUCTION.

EROSION CONTROL LEGEND

- = FIBER ROLL
- ▣ = SEDIMENT CONTROL DEVICE
- = AT CURB INLET

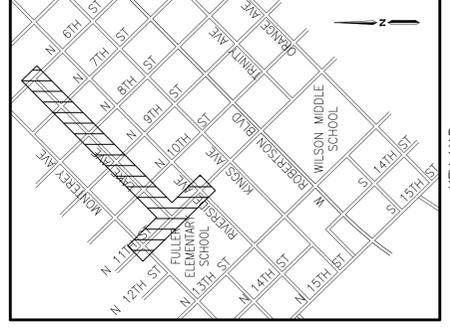
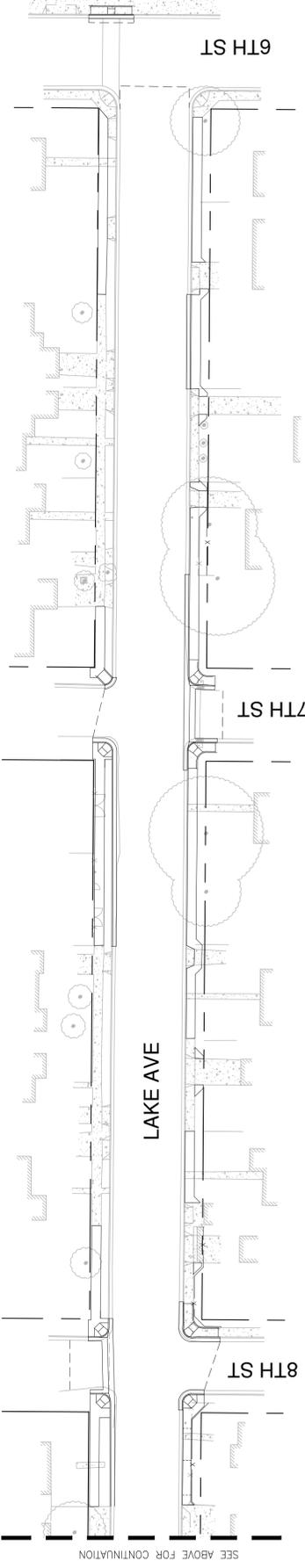
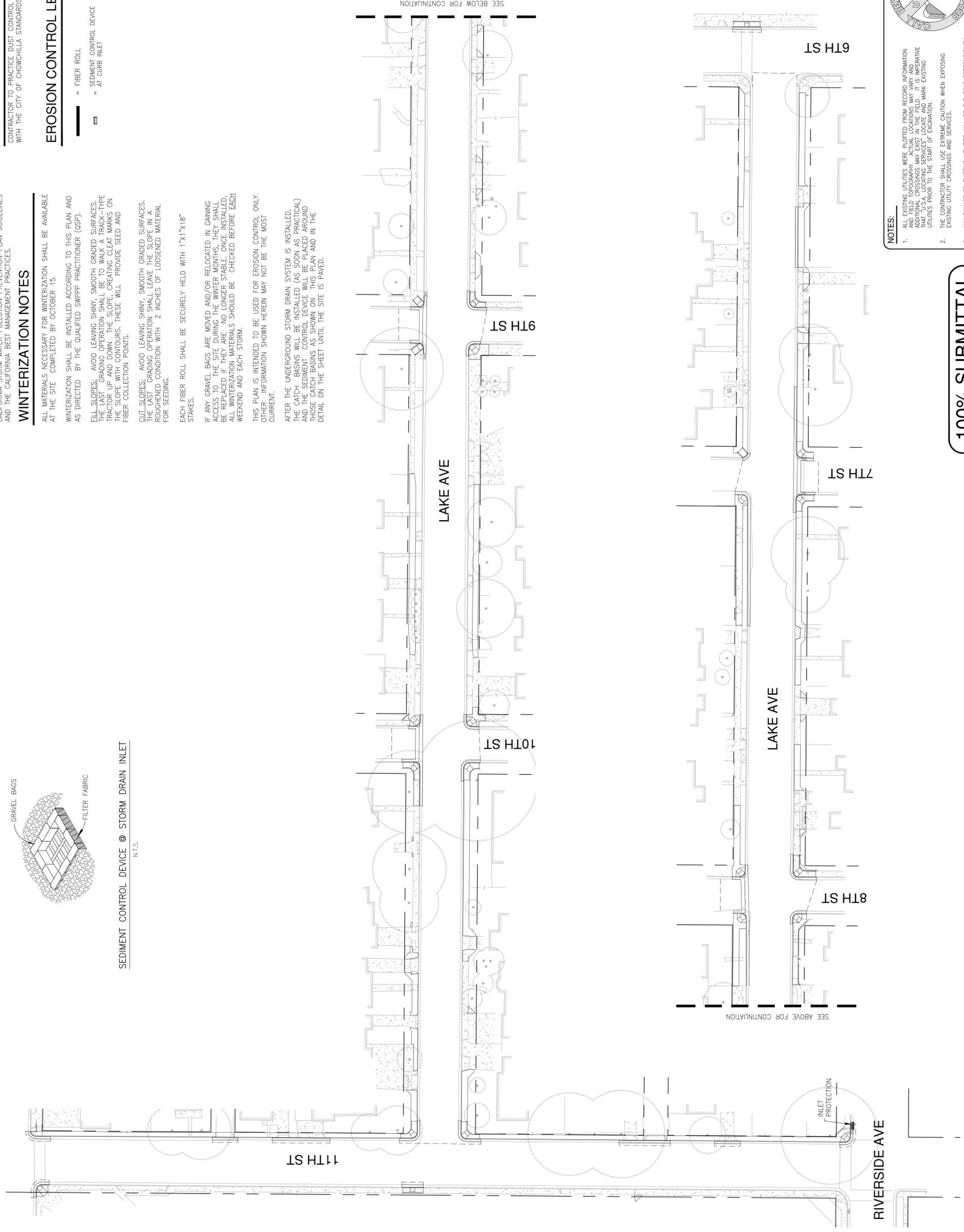
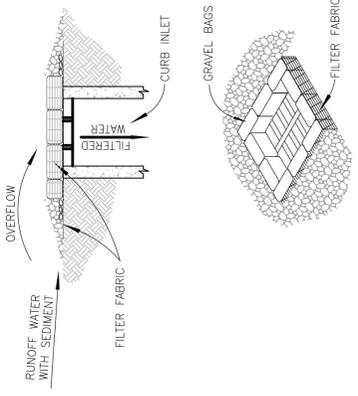
EROSION CONTROL NOTES:

THIS PLAN PROVIDES EROSION CONTROL AND SEDIMENTATION INFORMATION AND DESIGN USING THE FOLLOWING ASSUMPTIONS:
 *GROUND HAS BEEN ROUGH GRADED
 CONTRACTOR SHALL ADJUST THE SEDIMENTATION AND EROSION CONTROL METHODS AS THE PROJECT DEVELOPS. IT SHALL BE THE QUALIFIED SWPPP PRACTITIONER'S (OSP) RESPONSIBILITY TO ENSURE THAT THE INSTALLED EROSION CONTROL AND SEDIMENTATION IMPROVEMENTS ARE IN CONFORMANCE WITH THE STATE OF CALIFORNIA STORM WATER POLLUTION PREVENTION PLAN GUIDELINES AND THE CALIFORNIA BEST MANAGEMENT PRACTICES.

WINTERIZATION NOTES

ALL MATERIALS NECESSARY FOR WINTERIZATION SHALL BE AVAILABLE AT THE SITE COMPLETED BY OCTOBER 15.
 WINTERIZATION SHALL BE INSTALLED, ACCORDING TO THIS PLAN AND AS DIRECTED BY THE QUALIFIED SWPPP PRACTITIONER (OSP).
 FILL SLOPES: AVOID LEAVING SHINY, SMOOTH GRADED SURFACES. THE LAST GRADING OPERATION SHALL BE TO WALK A TRACK-TYPE TRACTOR UP AND DOWN THE SLOPE, CREATING CLEAR MARKS ON THE SLOPE WITH CONTOURS. THESE WILL PROVIDE SEED AND FIBER COLLECTION POINTS.
 CUT SLOPES: AVOID LEAVING SHINY, SMOOTH GRADED SURFACES. THE LAST GRADING OPERATION SHALL LEAVE THE SLOPE IN A ROUGHENED CONDITION WITH 2 INCHES OF LOOSERED MATERIAL FOR SEEDING.
 EACH FIBER ROLL SHALL BE SECURELY HELD WITH 1"x1"x18" STAKES.
 IF ANY GRAVEL BAGS ARE MOVED AND/OR RELOCATED IN GAINING ACCESS TO THE SITE DURING THE WINTER MONTHS, THEY SHALL BE REPLACED IF THEY ARE NO LONGER STABLE. ONCE INSTALLED, ALL WINTERIZATION MATERIALS SHOULD BE CHECKED BEFORE EACH WEEKEND AND EACH STORM.
 THIS PLAN IS INTENDED TO BE USED FOR EROSION CONTROL ONLY. OTHER INFORMATION SHOWN HEREIN MAY NOT BE THE MOST CURRENT.
 AFTER THE UNDERGROUND STORM DRAIN SYSTEM IS INSTALLED, THE CATCH BASINS WILL BE INSTALLED (AS SOON AS PRACTICAL) AND THE SEDIMENT CONTROL DEVICE WILL BE PLACED AROUND THOSE CATCH BASINS AS SHOWN ON THIS PLAN AND IN THE DETAIL ON THE SHEET UNTIL THE SITE IS PAVED.

SEDIMENT CONTROL DEVICE @ STORM DRAIN INLET
 N.T.S.





REPORT TO THE CITY COUNCIL

Council Meeting of May 26, 2015

Agenda Section:	<u>New Business</u>
SUBJECT:	Consideration of a Resolution Amending the Allocation of Local Transportation Funds and State Transit Assistance Funds for the 2014-2015 Fiscal Year and Authorizing Staff to File the Necessary Documentation Required to Effect these Changes
Prepared By:	<u>Sherri Dueker, Accounting Manager</u>
Authorized By:	<u>Rod Pruett, Finance Director</u>
Approved By:	<u>Carolyn Lehr, Interim City Administrator</u>

RECOMMENDATION:
Approve the resolution.

HISTORY / BACKGROUND:
Each year staff prepares documentation required by the Madera County Transportation Commission related to the annual allocation of funds for transit and street maintenance activities. Upon approval of the allocation, the city is able to draw down the allocated funds on a reimbursement basis to cover the costs incurred during the year. Current and prior fiscal year funding from Transit Development Act (TDA) and State Transit Assistance (STA) monies that have been programmed are shown in Attachment A.

RECOMMENDATION:
Requesting Council approval to increase and reprogram LTF allocations for the Streets and Road Maintenance by \$225,573 from prior year unspent CATX allocations, for total Streets and Road Maintenance allocation for FY 14/15 of \$338,925, and to bring forward unspent Pedestrian and Bicycle allocations of \$5,645 from FY 13/14 for allocation total of \$11,505 for FY 14/15. To bring forward unspent STA allocations from FY 13/14 in the amount of \$10.767 to program and increase FY 14/15 CATX allocations to \$69,898. The sum of carry over allocations and current year allocations giving new project allocations for FY 14/15 are shown in Attachment B.

FINANCIAL IMPACT:
The requested change in the funding allocations will ensure that the city will be able to cover its costs for the City's CATX program and the Street and Roads maintenance projects. City Council authorization is required before MCTC can authorize the reimbursements.

SUPPLEMENT ATTACHED:
Attachment A and B
LTF and STA applications
Resolution

SPECIAL INSTRUCTIONS:
N/A.

ATTACHMENT A

LTF

FY 13/14	Allocation	Spent	Balance
Road and Streets Maintenance	414,704.00	414,704.00	-
Road and Streets Projects	35,375.00	35,375.00	-
CATX	301,548.00	75,975.00	225,573.00
MCTC Planning Services	8,831.00	8,831.00	-
Pedestrian/Bicycle Facilities	33,074.00	27,429.00	5,645.00
Total	793,532.00	562,314.00	231,218.00

FY 14/15			
Road and Streets Maintenance	113,352.00	113,352.00	-
CATX	165,000.00		165,000.00
MCTC Planning Services	8,790.00	8,790.00	-
Pedestrian/Bicycle Facilities	5,860.00		5,860.00
Total	293,002.00		170,860.00

STA

FY 13/14	Allocation	Spent	Balance
CATX	72,100.00	61,333.00	10,767.00
Total	72,100.00	61,333.00	10,767.00

FY 14/15			
CATX	59,131.00	59,131.00	-
Total	59,131.00	59,131.00	-

ATTACHMENT B

LTF

PROGRAM	CURRENT YEAR BUDGET	PRIOR YEAR CARRYOVER BALANCES	REVISED BUDGET ALLOCATION
Transportation Services CATX	113,352.00		165,000.00
Pedestrian & Bicycle Facilities	5,860.00	5,645.00	11,505.00
Transportation Planning	8,790.00		8,790.00
Street Maintenance	113,352.00	225,573.00	338,925.00
Road & Street Imp Projects		-	0.00

Total 14/15 LTF Allocation	\$ 524,220.00
-----------------------------------	----------------------

STA

PROGRAM	CURRENT YEAR BUDGET	PRIOR YEAR CARRYOVER BALANCES	REVISED BUDGET ALLOCATION
Transportation Svcs. Chow Transit	59,131.00	10,767.00	69,898.00

Total 14/15 STA Allocation	\$ 69,898.00
-----------------------------------	---------------------

Application Number: 2
Date of Submission: 5/26/2015

MADERA COUNTY TRANSPORTATION COMMISSION
Application for Transportation Development Act, Article 8 Funds
Local Transportation Fund (LTF)
Fiscal Year 14/15 with prior year carryover balances

Applicant Agency, Address and Project Director: Carolyn Lehr, City Administrator
City of Chowchilla, 130 S Second Street, Chowchilla, CA 93610

This form is to be used when making an application to use TDA funds for Transportation Services, Transportation Planning Services, Pedestrian and Bicycle Facility Construction, Maintenance and Repair, and Street Construction. All projects submitted must be included in the Regional Transportation Plan. MCTC is required to make a finding that "No unmet public transportation needs exist" in the county before this application can be approved.

FUNDING REQUEST:

Transportation Services Section 99400 (c):

1.	CATX	\$ 165,000
2.	_____	_____
3.	_____	_____
4.	_____	_____
TOTAL:		<u>\$ 165,000</u>

Pedestrian and Bicycle Facilities Section 99400 (a):

Project Name and Limits

1.	Pedestrian/Bicycle Facilities	\$ 11,505
2.	_____	\$ _____
3.	_____	\$ _____
TOTAL:		<u>\$ 11,505</u>

Transportation Planning Services Section 99402

<i>MCTC regional transportation planning</i> activities on behalf of member agencies (Circulation Studies, Traffic Counts, System Route Studies, Bike Lane Planning, General Data Collection, etc.).	<u>\$ 8,790</u>	
<i>Local Agency transportation planning</i> activities (or Contracted Services)	<u>\$ _____</u>	
<i>Additional planning</i> project or contracted transportation planning work	<u>\$ _____</u>	
TOTAL:		<u>\$ 8,790</u>

COUNCIL RESOLUTION # -15

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHOWCHILLA,
AMENDING THE ALLOCATION OF TRANSPORTATION DEVELOPMENT ACT AND
STATE TRANSIT ASSISTANCE MONIES FOR THE 2014-2015 FISCAL YEAR AND
AUTHORIZING STAFF TO FILE THE NECESSARY DOCUMENTATION TO EFFECT
THESE CHANGES**

WHEREAS, the city received an annual allocation of Transportation Development Act (TDA) and State Transit Assistance (STA) monies in the current Fiscal Year from the Madera County Transportation Commission; and

WHEREAS, said allocations have been available to fund the operational costs incurred within the Transit and Street Maintenance Activities of the city; and

WHEREAS, the City Council wishes to amend the allocation of both sources of funding to recognize changes in both the available amounts from each funding source and also to change the amount allocated to Transit operations and Street Maintenance activities within the current fiscal year.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF CHOWCHILLA, hereby finds, determines, resolves and orders as follows:

1. The recitals above are true and correct.
2. The funding application submitted to the Madera County Transportation Commission regarding the use of TDA and STA allocations for the 2014-15 fiscal year are hereby amended as shown in Attachments A and B, which are incorporated by reference herein.
3. The City Administrator/Clerk is authorized to sign the amended funding application and take all actions necessary to cause the implementation of these funding changes to occur.
4. This Resolution is effective immediately upon adoption.

PASSED AND ADOPTED by the City Council of the City of Chowchilla at a regular meeting held on the 26th day of May 2015, by the following vote to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Mayor John Chavez

Joann McClendon, Deputy City Clerk



REPORT TO THE CITY COUNCIL

Council Meeting of May 26, 2015

Agenda Section:	<u>New Business</u>
SUBJECT:	Dental Insurance Renewal Options
Prepared By:	<u>Irene Fisher, Senior Accountant</u>
Authorized By:	<u>Rod Pruett, Finance Director</u>
Approved By:	<u>Carolyn Lehr, Interim City Administrator</u>

RECOMMENDATION:

Staff recommends approval of a resolution, approving the renewal of the Dental Insurance for 18 months if agreement can be reached for that renewal term from all four bargaining groups.

HISTORY / BACKGROUND:

The City's Dental insurance renews June 1st of every year. The Health Insurance, however, renews on January 1st of each year. This creates two open enrollment periods for insurance for staff.

OPTIONS / DISCUSSION:

By approving the 18-month Dental Insurance both the Dental and Health Insurance would renew at the same time. This would also create only one Open Enrollment Period instead of two. Dental premium amounts have the potential to increase with each renewal term of the agreement for Dental coverage. Approval of the extended term would insulate the City and Employees alike against a premium increase during the 2016 calendar year (for the full 18-month term). The plan provides for slightly higher monthly premium amounts when compared to the 12-month renewal term, offsetting the more lengthy timeframe of guaranteed premiums.

Since approval of a change to the 18-month term, rather than a straight renewal for a successor 12-month period, it is a matter that is a mandatory subject of bargaining with represented groups of employees. Because the agreement from the Police Officers Association is necessary to facilitate a change to the 18-month term for all City employees, staff recommends the Council authorize the same terms and share of costs to all four bargaining groups (including the POA) related to this dental plan and premium renewal as the City provides to the other represented employee groups if all groups agree to the new 18-month term.

FINANCIAL IMPACT:

This Fiscal impact is estimated to be minor. The twelve month renewal cost is an increase of 6.5% and the eighteen month renewal cost 8.9% above the current full premium amounts. This cost is shared pursuant to the existing Memorandums of Understanding with represented bargaining units, with the City absorbing 80% of the increases to premiums and the employees remaining responsible for the additional 20%. It is expected that the City will achieve favorable offsetting savings against future premium increases, at the end of a 12-month term when compared against the final six months of the recommended 18-month term.

ATTACHMENTS:

Dental Insurance Worksheet

Resolution to approve Dental Insurance Renewal Options.

CITY INSURANCES AND COSTS

UPDATED 2015 rates per N. Lima

MONTHLY COSTS					24 PAY PERIODS
CURRENT PREMIUM					24 PAY PERIODS
ITEM	DESCRIPTION	TOTAL PREMIUM	EMPLOYER PAID	EMPLOYEE COST	EMPLOYEE COST PER PAY PERIOD
DENTAL	EMPLOYEE ONLY	\$ 43.67	\$ 39.14	\$ 4.53	\$ 2.27
	EMPLOYEE PLUS SPOUSE	\$ 87.76	\$ 74.87	\$ 12.89	\$ 6.45
	EMPLOYEE PLUS CHILDREN	\$ 103.00	\$ 85.89	\$ 17.11	\$ 8.56
	EMPLOYEE PLUS FAMILY	\$ 153.00	\$ 126.26	\$ 26.74	\$ 13.37
	STIPEND	\$ 50.00	\$ 50.00	\$ -	PAID FIRST PAYROLL EACH MONTH

MONTHLY COSTS					24 PAY PERIODS
CURRENT PREMIUM STANDARD 12 MONTH RENEWAL					24 PAY PERIODS
ITEM	DESCRIPTION	TOTAL PREMIUM	EMPLOYER PAID	EMPLOYEE COST	EMPLOYEE COST PER PAY PERIOD
6.5% Increase	EMPLOYEE ONLY	\$ 46.51	\$ 41.41	\$ 5.10	\$ 2.55
	EMPLOYEE PLUS SPOUSE	\$ 93.47	\$ 79.44	\$ 14.03	\$ 7.02
	EMPLOYEE PLUS CHILDREN	\$ 109.70	\$ 91.25	\$ 18.45	\$ 9.23
	EMPLOYEE PLUS FAMILY	\$ 162.95	\$ 134.22	\$ 28.73	\$ 14.37
	STIPEND	\$ 50.00	\$ 50.00	\$ -	PAID FIRST PAYROLL EACH MONTH

MONTHLY COSTS					24 PAY PERIODS
CURRENT PREMIUM WITH 18 MONTH RENEWAL TO CHANGE OPEN ENROLLMENT					24 PAY PERIODS
ITEM	DESCRIPTION	TOTAL PREMIUM	EMPLOYER PAID	EMPLOYEE COST	EMPLOYEE COST PER PAY PERIOD
8.9% increase	EMPLOYEE ONLY	\$ 47.56	\$ 42.25	\$ 5.31	\$ 2.65
	EMPLOYEE PLUS SPOUSE	\$ 95.57	\$ 81.12	\$ 14.45	\$ 7.23
	EMPLOYEE PLUS CHILDREN	\$ 112.17	\$ 93.23	\$ 18.94	\$ 9.47
	EMPLOYEE PLUS FAMILY	\$ 166.62	\$ 137.16	\$ 29.46	\$ 14.73
	STIPEND	\$ 50.00	\$ 50.00	\$ -	PAID FIRST PAYROLL EACH MONTH

CHANGES IN COST

		Current	12 Month Renewal	Increase	18 Month Renewal	Increase
DENTAL	EMPLOYEE ONLY	\$ 4.53	\$ 5.10	\$ 0.57	\$ 5.31	\$ 0.78
	EMPLOYEE PLUS SPOUSE	\$ 12.89	\$ 14.03	\$ 1.14	\$ 14.45	\$ 1.56
	EMPLOYEE PLUS CHILDREN	\$ 17.11	\$ 18.45	\$ 1.34	\$ 18.94	\$ 1.83
	EMPLOYEE PLUS FAMILY	\$ 26.74	\$ 28.73	\$ 1.99	\$ 29.46	\$ 2.72

With the 18 month plan renewal date would be changed to January 1, 2017 which would make open enrollment the same as health

COUNCIL RESOLUTION # -15

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHOWCHILLA
AUTHORIZING THE CITY STAFF TO RENEW THE DENTAL INSURANCE**

WHEREAS, the City of Chowchilla (City) renewal of Dental Insurance is effective June 1, 2015; and

WHEREAS, the City Council authorizes the adoption upon unanimous approval by the four bargaining groups to change the current renewal from a twelve month contract to an eighteen month contract to have the renewal dates become consistent with the Health Insurance. The share of costs for this increase shall be as provided for in the already approved Memorandum of Understanding with each bargaining group.

WHEREAS, The City Council authorizes the change in the contract. If the bargaining groups do not unanimously approve the change, then the contract will default to the regular twelve month renewal with share of costs divided per the already approved Memorandum of Understanding with each bargaining group.

WHEREAS, The City Council authorizes that if approved unanimously, that the Chowchilla Police Officers Association which do not have a current Memorandum of Understanding and are in negotiations with the City over a successor agreement will be treated the same as the other bargaining units as to the share of cost.

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

1. The recitals above are true and correct.
2. This Resolution is effective immediately.

PASSED AND ADOPTED by City Council of the City of Chowchilla this 26th day of May 2015, by the following vote to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

John Chavez, Mayor

ATTEST:

Joann McClendon, Deputy City Clerk

Request letter follows this page.



CHOWCHILLA UNION HIGH SCHOOL DISTRICT

805 Humboldt Avenue
Chowchilla, CA 93610
Phone: 559 665-3662 - Fax: 559 665-1881

“Redskin Pride Community Wide”



May 21, 2015

City of Chowchilla
Mayor John Chavez
Mayor Pro Tem Waseem Ahmed
Member Mary Gaumnitz
Member Dennis Haworth
Member Richard Walker

Dear Mayor Chavez and Honorable Council Members:

The Chowchilla Union High School District is fighting to save its Redskin mascot, which is threatened by Assembly Bill (AB) 30. AB 30 is authored by Assembly Member, Luis Alejo. AB 30 is also referred to as the California Racial Mascots. This bill would establish the California Racial Mascots Act, which would prohibit public schools from using the term Redskins as a school or athletic team name, mascot, or nickname beginning January 1, 2017. The bill would also provide that this prohibition may not be waived by the State Board of Education.

As I am the superintendent of the Chowchilla Union High School District, I am asking that you place this item on your next available agenda so that you and the other council members could consider supporting the Chowchilla Union High School District by opposing AB 30.

The Chowchilla Union High School District has used the Redskin mascot since 1928. The district, students, staff, and indeed this community are proud to be Redskins! The name “Chowchilla” is taken from the name of a tribe of the Yokut Indians in the early 1800’s known as the “Chauciles.” The “Chauciles” lived along the several channels of what is now known as the Chowchilla River in the Plains region of Central California. Various spellings of the word have included: Chauciles, Chausila, Chauchilla, and the present-day, Chowchilla.

The Chowchilla tribe was a populous and warlike tribe and the name Chowchilla was a byword for bravery to the southernmost end of the Yokuts’ territory of the San Joaquin Valley. Walter Smith’s *Garden of the Sun* states, “The Chausila has a reputation as the greatest warrior of the Yokuts.” In Galen Clark’s *Indians of the Yosemite Valley and Vicinity Their History, Customs and Traditions*, “The Indians of the various tribes in this part of the Sierras vary somewhat in physical characteristics, but in general are of medium height, strong, lean and agile, and the men are usually fine specimens of manhood. They are rather light in color, but frequently rub their bodies with some kind of oil, which gives the flesh a much redder and more glossy appearance.”

In the late 1920's the Governing Board of the Chowchilla Union High School District formally recognized the heritage of the area and adopted "Redskins" as the school mascot and logo. In 1984 the Governing Board, in order to standardize the crest and emblem, adopted the crest and emblem of an Indian in a noble pose wearing a headdress. It has been, and is, the intention of the Governing Board to honor the heritage of the "Chauciles" and to portray the name and emblem in a dignified manner.

The choice of a mascot is a matter for local decision, not for our State government to decide and dictate.

I will be present at your council meeting to further explain this situation and to discuss your support in opposing AB 30.

Sincerely and respectfully submitted,



Ronald V. Seals
Superintendent