



Revised AGENDA REGULAR MEETING

JOINT CHOWCHILLA CITY COUNCIL / ★ REDEVELOPMENT SUCCESSOR AGENCY

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

June 9, 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 – 6:30 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 LABOR NEGOTIATORS, Gov. Code Section 54957.6**
Agency designated representatives: David Ritchie, Dave Riviere, Carolyn Lehr
Employee organization: Chowchilla Police Officers Association (“CPOA”)

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 Proclamation – Parks & Recreation Month

1.2 Oath of Office – Brian Haddix, City Administrator

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 26, 2015 Meeting (McClendon) Pg. 5

3.2 Approval of General Payments and Payroll for the Month of May 2015 (Pruett) Pg. 9

- 3.3 **Consideration of Approval of Aerial Fireworks Display at Chowchilla Fairgrounds (Turner)** Pg. 39

PUBLIC HEARINGS – Section 4

- 4.1 **Council Resolution # -15, Consideration of Objections From Affected Property Owners, and Accept Proposals to Abate Non-Compliant Properties in the City, and Authorize the City Administrator to Execute Necessary Documents (Turner)** Pg. 45

DEFERRED BUSINESS – Section 5

NEW BUSINESS – Section 6

- 6.1 **Council Resolution # -15, Compliance with Healthy Workplace Healthy Families Act of 2014 Paid Sick Leave AB 1522 (Pruett)** Pg. 60
- 6.2 **Consideration of the Agreement with Chowchilla Adult Recreation to Conduct an Adult Recreation Slow Pitch Softball Program (Piepenbrok)** Pg. 64
- 6.3 **Council Resolution # -15, Approving and Authorizing Mayor to Enter Lease Agreement with the Chowchilla District Chamber of Commerce for Use of Public Property (City Attorney)** Pg. 71
- 6.4 **Annual Budget Workshop Fiscal Year 2015/2016 (Pruett)**
Presentation and Discussion of the Draft Budget in Preparation for Formal Adoption at the June 23, 2015 Council Meeting. Pg. 82

ANNOUNCEMENTS – Section 7

JUN 12 City Hall Closed
JUN 17 Planning Commission Meeting, City Hall, 7PM
JUN 23 City Council Meeting, City Hall, 7PM

ADJOURNMENT

I, Joann McClendon, Interim City Clerk for the City of Chowchilla, declare under penalty of perjury that I posted the above Revised City Council/Redevelopment Successor Agency Agenda for the meeting of June 9, 2015 at the Chowchilla Civic Center, 130 S Second Street on June 5, 2015 at 12:50 p.m.

/s/

Joann McClendon
Interim City Clerk

Proclamation

IN HONOR OF

DESIGNATING JULY 2015 AS “PARKS AND RECREATION MONTH” IN CHOWCHILLA

WHEREAS parks and recreation programs are an integral part of communities throughout this country, including the City of Chowchilla; and

WHEREAS our parks and recreation are vitally important to establishing and maintaining the quality of life in our communities, ensuring the health of all citizens, and contributing to the economic and environmental well-being of a community and region; and

WHEREAS parks and recreation programs build healthy, active communities that aid in the prevention of chronic disease, and help improve the mental and emotional health of all citizens; and

WHEREAS parks and recreation programs increase a community’s economic prosperity through increased property values, expansion of the local tax base, increased tourism, the attraction and retention of businesses, and crime reduction; and

WHEREAS parks and recreation areas are fundamental to the environmental well-being of our community; and

WHEREAS parks and natural recreation areas improve water quality, protect groundwater, improve the quality of the air we breathe, provide vegetative buffers to development, and produce habitat for wildlife; and

WHEREAS our parks and natural recreation areas ensure the ecological beauty of our community and provide a place for children and adults to connect with nature and recreate outdoors; and

WHEREAS the U.S. House of Representatives has designated July as Parks and Recreation Month; and

WHEREAS the City of Chowchilla recognizes the benefits derived from parks and recreation resources.

NOW THEREFORE, BE IT RESOLVED, the City of Chowchilla City Council hereby proclaims the month of July 2015 as “Park and Recreation Month” in Chowchilla, California

Presented this 9th day of June, 2015

JOHN CHAVEZ, MAYOR

City of Chowchilla, County of Madera, State of California



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

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

May 26, 2015

CALL TO ORDER: 6:00 p.m.

ROLL CALL

Mayor/Chairman: John Chavez

Mayor Pro Tem/Vice Chair: Waseem Ahmed (Arrived at 6:01 p.m.)

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, City Engineer/Public Works Director Craig Locke, Finance Director Rod Pruett, Community Relations Manager Marty Piepenbrok, Deputy City Clerk Joann McClendon

PUBLIC ADDRESS – CLOSED SESSION

No audience was present.

City Attorney asked Council to consider a motion to add Item 4, Conference with Legal Counsel – Anticipated Litigation, Gov. Code Section 54956.9 (D)(4) Number of Cases: 1.

Motion by Council Member Walker, seconded by Council Member Gaumnitz to add Item 4, Conference with Legal Counsel – Anticipated Litigation, Gov. Code Section 54956.9 (D)(4) Number of Cases: 1. Motion passed unanimously by roll call vote.

CLOSED SESSION – 6:00 PM

- 1. CONFERENCE WITH LEGAL COUNSEL – Existing Litigation, Gov. Code Section 54956.9 (D)(1) Number of Cases: 1**
 - City of Chowchilla v. County of Madera
Madera County Superior Court Case Number MCV067610
- 2. CONFERENCE WITH 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
- 4. CONFERENCE WITH LEGAL COUNSEL – Anticipated Litigation, Gov. Code Section 54956.9 (D)(4) Number of Cases: 1**

OPEN SESSION – 7:00 PM

PLEDGE OF ALLEGIANCE: Council Member Gaumnitz

INVOCATION: Alfred Hansen

CLOSED SESSION REPORT: Council met and gave direction to staff on Items 1, 2, and 4. Item #3, council unanimously voted to appoint Joann McClendon as the Interim City Clerk.

CEREMONIAL / PRESENTATIONS – Section 1

- 1.1 Presentation of Madera Action Committee Award:**
Interim Police Chief Riviere presented a plaque to Officer Fausto Lopez.

PUBLIC ADDRESS

Dana Cornaggia, Chowchilla-Madera Fair, thanked Council for their support for another successful Fair season.

COUNCIL AND STAFF REPORTS – Section 2

- 2.1 COUNCIL REPORTS**
Legislative Items
Oral / Written Reports

All Council attended the 2015 Chowchilla-Madera County Fair and participated in the parade. Some Council Members were specialty food judges.

Council Member Haworth attended the May 14 Special Redevelopment Successor Agency Oversight Board meeting.

Mayor Chavez and Council Member Walker attended the Memorial Day ceremony.

- 2.2 COLLABORATIVE AGENCY COMMITTEE UPDATES**
Oral / Written Reports

- 2.3 STAFF REPORTS**
Written/Oral Reports

City Engineer/Public Works Director Craig Locke updated Council regarding the state drought and the city's drought contingency plan. The City is currently on Level 2, watering two-days out of the week only.

Rod Pruett provided Council with the missing balance sheet page for Item 3.2.

CONSENT CALENDAR – Section 3

- 3.1 Consideration of Council Minutes from the May 12, 2015 Meeting (McClendon)**
3.2 Acceptance of the Monthly Financial Reports (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

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)

Motion by Council Member Haworth, seconded by Mayor Pro Tem Ahmed 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. Motion passed unanimously by roll call vote.

NEW BUSINESS – Section 6

6.1 Council Resolution # 33-15, 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)

Motion by Council Member Walker, seconded by Council Member Haworth, to Approve Resolution # 33-15, Awarding the Contract of Citywide Water Meter Installation Project Phase I to West Valley Construction Company Inc. in the Amount of \$364,728.00. Motion passed unanimously by roll call vote.

6.2 Council Resolution # 34-15, Authorizing the Transfer of \$150,000 in Federal Aviation Administration Entitlement Grant Funds to the City of Madera (Locke)

Motion by Council Member Haworth, seconded by Council Member Walker, to Approve Resolution # 34-15, Authorizing the Transfer of \$150,000 in Federal Aviation Administration Entitlement Grant Funds to the City of Madera. Motion passed unanimously by roll call vote.

6.3 Council Resolution # 35-15, Authorizing Staff to Advertise for Construction of, and Allocate \$300,000 in Additional Funds to, the Fuller School Neighborhood Sidewalk Project (Locke)

Motion by Council Member Walker, seconded by Council Member Gaumnitz, to Approve Resolution # 35-15, Authorizing Staff to Advertise for Construction of, and Allocate \$300,000 in Additional Funds to, the Fuller School Neighborhood Sidewalk Project. Motion passed unanimously by roll call vote.

6.4 Council Resolution # 36-15, 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)

Motion by Council Member Walker, seconded by Mayor Pro Tem Ahmed, to Approve Resolution # 36-15, 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. Motion passed unanimously by roll call vote.

6.5 Council Resolution # 37-15, Consideration of Dental Insurance Renewal Options (Pruett)

Motion by Council Member Walker, seconded by Council Member Gaumnitz, to Approve Resolution # 37-15, Consideration of Dental Insurance Renewal Options. Motion passed unanimously by roll call vote.

6.6 Consideration of Request from Chowchilla Union High School District for a Letter of Support

Spoke:
CUHS Superintendent Ron Seals
Ed Roberts

Motion by Council Member Walker, seconded by Mayor Pro tem Ahmed to Accept Consideration of Request from Chowchilla Union High School District for a Letter of Support Opposing Assembly Bill 30. Motion passed unanimously by roll call vote.

Carl Springs spoke after the motion was made and passed.

ANNOUNCEMENTS – Section 7

- ~~May 28~~ RDA Successor Agency Meeting – Chowchilla City Hall – 9:00 AM CANCELLED
- 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

Motion by Council Member Haworth, seconded by Council Member Walker to adjourn the May 26, 2015 Joint City Council / Redevelopment Successor Agency Meeting at 8:15 p.m. Motion passed by voice vote.

ATTEST:

APPROVED:

Joann McClendon
Interim City Clerk

John Chavez
Mayor



REPORT TO THE CITY COUNCIL

Council Meeting of June 9, 2015

Agenda Section: Consent

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

Prepared By: Irene Fisher, Senior Accountant

Authorized By: Rod Pruett, Finance Director

Approved By: Carolyn Lehr, Interim City Administrator

RECOMMENDATION

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

HISTORY / BACKGROUND

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

FINANCIAL ANALYSIS

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

ATTACHMENTS

Invoice listing & warrants

Report Criteria:
 Report type: Invoice detail

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice GL Account	Check Amount
05/15	05/04/2015	45829	12330	Pacific Plan Review Inc	additional hrs over contracted amount-Cen Cal machining	100-4805-0000-337	212.50- V
Total 45829:							212.50-
05/15	05/04/2015	50208	12676	Alpha Mechanical Inc	deposit refund for 2380 Capri	205-0200-0000-043	62.80
Total 50208:							62.80
05/15	05/04/2015	50209	421	AmeriPride	supplies for PD	100-2610-0000-315	33.18
05/15	05/04/2015	50209	421	AmeriPride	supplies for PD	100-2610-0000-315	33.18
05/15	05/04/2015	50209	421	AmeriPride	Supplies for the WWTP	215-5705-0000-315	15.68
05/15	05/04/2015	50209	421	AmeriPride	Supplies for Animal Shelter	100-2805-0000-315	66.25
05/15	05/04/2015	50209	421	AmeriPride	Supplies for PD	100-2610-0000-315	33.18
05/15	05/04/2015	50209	421	AmeriPride	Supplies for the Senior Center	100-6615-0000-315	33.68
Total 50209:							215.15
05/15	05/04/2015	50210	446	Anderson Pump Co	Emergency repairs to well #11	205-7605-0000-317	51,055.85
Total 50210:							51,055.85
05/15	05/04/2015	50211	496	Andrew's Towing	Business License refund FY 15-16	100-1600-0000-805	243.00
Total 50211:							243.00
05/15	05/04/2015	50212	12678	Bacon, Richard and Amy	deposit refund for 813 Monterey Ave	205-0200-0000-043	49.34
Total 50212:							49.34
05/15	05/04/2015	50213	12493	Baker Supplies and Repairs	Parts for the Parks dept generator	100-6620-0000-301	66.02
05/15	05/04/2015	50213	12493	Baker Supplies and Repairs	supplies for Fire Dept	100-2705-0000-301	8.50
05/15	05/04/2015	50213	12493	Baker Supplies and Repairs	supplies for Fire Dept	100-2705-0000-301	35.01
05/15	05/04/2015	50213	12493	Baker Supplies and Repairs	Repairs to the Concrete Grinder	305-3620-0000-301	88.05
05/15	05/04/2015	50213	12493	Baker Supplies and Repairs	Supplies for the parks dept	100-6620-0000-316	86.38
05/15	05/04/2015	50213	12493	Baker Supplies and Repairs	Repair Parks Edger	100-6620-0000-301	99.85
05/15	05/04/2015	50213	12493	Baker Supplies and Repairs	supplies for Fire Dept	100-2705-0000-301	112.74

M = Manual Check, V = Void Check

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice GL Account	Check Amount
05/15	05/04/2015	50213	12493	Baker Supplies and Repairs	Tools for the parks Dept	100-6620-0000-320	14.04
05/15	05/04/2015	50213	12493	Baker Supplies and Repairs	Repair Parks Weed eater	100-6620-0000-301	107.93
Total 50213:							618.52
05/15	05/04/2015	50214	12675	Baugh, Sam	deposit refund for 9735 Hetherhearst	205-0200-0000-043	111.38
Total 50214:							111.38
05/15	05/04/2015	50215	12677	Blackstone Capital LLC	deposit refund for 340 N 4th St	205-0200-0000-043	78.28
Total 50215:							78.28
05/15	05/04/2015	50216	1281	BSK Associates	Waste Water Testing	215-5705-0000-350	130.00
05/15	05/04/2015	50216	1281	BSK Associates	Waste Water Testing	215-5705-0000-350	65.00
05/15	05/04/2015	50216	1281	BSK Associates	Water Dept testing	205-7605-0000-350	256.00
05/15	05/04/2015	50216	1281	BSK Associates	Water Dept testing	205-7605-0000-350	88.00
05/15	05/04/2015	50216	1281	BSK Associates	Water Dept testing	205-7605-0000-350	432.00
Total 50216:							971.00
05/15	05/04/2015	50217	12679	Bustillos, Jennie	deposit refund for 585 Calaveras	205-0200-0000-043	35.99
Total 50217:							35.99
05/15	05/04/2015	50218	1856	CDW Government, Inc.	Microsoft Exchange Online Plan 2 - Subscription License	602-1715-0000-302	396.90
05/15	05/04/2015	50218	1856	CDW Government, Inc.	Unitrends 1 YR Gold Support Renewal	602-1715-0000-302	2,931.25
05/15	05/04/2015	50218	1856	CDW Government, Inc.	replacement battery cartridge	602-1715-0000-302	69.82
Total 50218:							3,397.97
05/15	05/04/2015	50219	12430	Central Valley Investigative Services	contracted services	100-1710-0000-306	480.00
05/15	05/04/2015	50219	12430	Central Valley Investigative Services	contracted services	100-1710-0000-306	480.00
Total 50219:							960.00
05/15	05/04/2015	50220	11990	Chad Buttery	Rain gutter for police department	500-2650-0000-507	300.00

M = Manual Check, V = Void Check

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice GL Account	Check Amount
Total 50220:							300.00
05/15	05/04/2015	50221	2046	Chem Quip	Chlorine for Water Wells;	205-7605-0000-346	678.24
05/15	05/04/2015	50221	2046	Chem Quip	Chlorine For Wells;	205-7605-0000-346	561.66
Total 50221:							1,239.90
05/15	05/04/2015	50222	2096	Chowchilla Auto Body Work	repairs PD unit	100-2610-0000-320	256.86
05/15	05/04/2015	50222	2096	Chowchilla Auto Body Work	vehicle repair	100-2610-0000-320	3,491.99
Total 50222:							3,748.85
05/15	05/04/2015	50223	2131	Chowchilla Dolt Best	PD Door in Dispatch	500-2650-0000-507	21.19
05/15	05/04/2015	50223	2131	Chowchilla Dolt Best	Supplies for the VMP Restroom	100-6620-0000-315	5.93
05/15	05/04/2015	50223	2131	Chowchilla Dolt Best	Supplies for the parks dept	100-6620-0000-315	11.19
05/15	05/04/2015	50223	2131	Chowchilla Dolt Best	Supplies for the Parks dept	100-6620-0000-315	10.70
05/15	05/04/2015	50223	2131	Chowchilla Dolt Best	Supplies for the Senior Center	100-6615-0000-315	39.19
05/15	05/04/2015	50223	2131	Chowchilla Dolt Best	supplies for Graffiti removal	100-4805-0000-329	7.34
05/15	05/04/2015	50223	2131	Chowchilla Dolt Best	supplies for Fire Dept	100-2705-0000-315	10.79
05/15	05/04/2015	50223	2131	Chowchilla Dolt Best	shipping charges for supplies	100-2705-0000-302	17.28
05/15	05/04/2015	50223	2131	Chowchilla Dolt Best	Supplies for VMP Park	100-6620-0000-315	17.05
05/15	05/04/2015	50223	2131	Chowchilla Dolt Best	Supplies for the parks dept	100-6620-0000-301	24.81
05/15	05/04/2015	50223	2131	Chowchilla Dolt Best	PD Evidence Office	500-2650-0000-507	25.54
05/15	05/04/2015	50223	2131	Chowchilla Dolt Best	supplies for IT	602-1715-0000-302	4.85
05/15	05/04/2015	50223	2131	Chowchilla Dolt Best	supplies for Animal shelter	100-2805-0000-315	8.42
Total 50223:							204.28
05/15	05/04/2015	50224	2206	Chowchilla Volunteer Fire	1st Quarter 2015 Stipend	100-2705-0000-306	3,220.00
Total 50224:							3,220.00
05/15	05/04/2015	50225	2266	City of Chowchilla-PW	Supplies for Public Works	205-7605-0000-300	144.79
Total 50225:							144.79
05/15	05/04/2015	50226	12553	Clean Energy	Repairs to the CNG Station	305-3620-0000-317	10,891.34

M = Manual Check, V = Void Check

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice GL Account	Check Amount
Total 50226:							10,891.34
05/15	05/04/2015	50227	12074	Comcast	internet	602-1715-0000-310	249.64
05/15	05/04/2015	50227	12074	Comcast	cable for PD	100-2610-0000-315	2.10
Total 50227:							251.74
05/15	05/04/2015	50228	3011	Department of Conservation	SMIF Fees Qtr 1 2015	100-4805-0000-820	43.59
Total 50228:							43.59
05/15	05/04/2015	50229	3031	Department of Justice/Acc	Fingerprinting for March 2015	100-2610-0000-891	89.00
Total 50229:							89.00
05/15	05/04/2015	50230	3036	Department of Justice/Acc B/A	Blood Alcohol Analysis for Mar 2015	100-2610-0000-350	35.00
Total 50230:							35.00
05/15	05/04/2015	50231	3066	Department of Transportation	Signal & Lighting fee January - March 2015	305-3620-0000-317	2,254.26
Total 50231:							2,254.26
05/15	05/04/2015	50232	3291	Don's Mobile Glass	windshield repair PD unit 58	100-2610-0000-320	35.00
Total 50232:							35.00
05/15	05/04/2015	50233	3586	Ernest Packing Solutions-Fresn	Garbage bags for Parks	100-6620-0000-316	270.33
Total 50233:							270.33
05/15	05/04/2015	50234	3711	Farmers Hardware	Supplies for Parks	100-6620-0000-301	38.07
05/15	05/04/2015	50234	3711	Farmers Hardware	lock for City Hall	100-1705-0000-315	11.17
05/15	05/04/2015	50234	3711	Farmers Hardware	Supplies for Parks	100-6620-0000-317	12.16
05/15	05/04/2015	50234	3711	Farmers Hardware	Supplies for the WWTP	215-5705-0000-317	88.76
05/15	05/04/2015	50234	3711	Farmers Hardware	Supplies for the WWTP	215-5705-0000-317	4.86
05/15	05/04/2015	50234	3711	Farmers Hardware	supplies for Animal Shelter	100-2805-0000-315	15.87
05/15	05/04/2015	50234	3711	Farmers Hardware	Supplie for Parks	100-6620-0000-317	3.87

M = Manual Check, V = Void Check

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice GL Account	Check Amount
05/15	05/04/2015	50234	3711	Farmers Hardware	Supplies for the Streets Dept	305-3620-0000-301	1.38
05/15	05/04/2015	50234	3711	Farmers Hardware	Irrigation repair parts	100-6620-0000-317	7.18
Total 50234:							183.32
05/15	05/04/2015	50235	12212	Fastenal Company	Supplies for the parks dept	100-6620-0000-315	8.92
05/15	05/04/2015	50235	12212	Fastenal Company	Supplies for the Streets dept	305-3620-0000-317	7.89
05/15	05/04/2015	50235	12212	Fastenal Company	Safety Supplies for the WWTP	215-5705-0000-302	22.28
Total 50235:							39.09
05/15	05/04/2015	50236	12454	Fiberlink Communications Corporation	Maas360 MObility Management	602-1715-0000-302	1,485.00
Total 50236:							1,485.00
05/15	05/04/2015	50237	3966	Franklin Pet Cemetery	Animal Disposal	100-2805-0000-324	126.50
Total 50237:							126.50
05/15	05/04/2015	50238	4031	Fresno City College	POST training Mitchell	100-2610-0000-305	149.00
05/15	05/04/2015	50238	4031	Fresno City College	POST training Johnson	100-2610-0000-305	149.00
Total 50238:							298.00
05/15	05/04/2015	50239	12460	Fresno-Madera Area Agency on Aging	Non USDA Qualified Meals	100-6615-0000-328	8.62
Total 50239:							8.62
05/15	05/04/2015	50240	12680	Garcia, Samantha	deposit refund for 132 Phillip Way	205-0200-0000-043	57.76
Total 50240:							57.76
05/15	05/04/2015	50241	4616	Grover Landscape Services Inc.	Sprinkler repairs Pheasant Run LLMD	310-3625-0000-317	150.46
Total 50241:							150.46
05/15	05/04/2015	50242	12684	Higginbotham, Karen	credit refund for 4230 Brentwood	205-7605-0000-876	19.96

M = Manual Check, V = Void Check

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice GL Account	Check Amount
Total 50242:							19.96
05/15	05/04/2015	50243	5061	Horizon	Irrigation repair supplies	100-6620-0000-317	197.53
Total 50243:							197.53
05/15	05/04/2015	50244	5081	Hotsy Pacific Co	Service Pressure washer at the Corp yard	305-3620-0000-301	179.28
Total 50244:							179.28
05/15	05/04/2015	50245	5626	Kellogg Supply	Parts for Unit #364	305-3620-0000-316	653.77
05/15	05/04/2015	50245	5626	Kellogg Supply	Parts for Unit #364	305-3620-0000-316	48.39
Total 50245:							702.16
05/15	05/04/2015	50246	12593	Lehr, Carolyn	Lodging for 4/11/15-4/16/15 per Contract	100-1710-0000-336	659.94
05/15	05/04/2015	50246	12593	Lehr, Carolyn	Lodging for 4/19/15-4/22/15 per Contract	100-1710-0000-336	439.96
05/15	05/04/2015	50246	12593	Lehr, Carolyn	Meeting Room to Conduct Interviews	100-1710-0000-336	400.00
Total 50246:							1,499.90
05/15	05/04/2015	50247	5971	Leon Environmental Services	Asbestos Survery for the Corp yard	205-7605-0000-336	1,800.00
Total 50247:							1,800.00
05/15	05/04/2015	50248	6191	Mace Pest Control	Monthyl service fee	100-6615-0000-315	80.00
Total 50248:							80.00
05/15	05/04/2015	50249	6246	Madera Co Auditor/Controller	Human Services for Dec-Feb	100-2805-0000-340	180.00
Total 50249:							180.00
05/15	05/04/2015	50250	11944	Madera County Recorders Office	Record Release of Liens	100-4605-0000-345	36.00
Total 50250:							36.00
05/15	05/04/2015	50251	11639	MailFinance	postage meter 5/16-8/15/15	100-0100-0000-020	523.20

M = Manual Check, V = Void Check

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice GL Account	Check Amount
Total 50251:							523.20
05/15	05/04/2015	50252	12282	Mid Valley Disposal Inc.	Disposal Services for city roll off bins	210-5605-0000-350	440.21
05/15	05/04/2015	50252	12282	Mid Valley Disposal Inc.	April Rent	100-1712-0000-800	51,554.48
Total 50252:							51,994.69
05/15	05/04/2015	50253	12683	Miller, Ashley	refund for vendor space- Yard sale	100-6625-3010-875	15.00
Total 50253:							15.00
05/15	05/04/2015	50254	12682	Moore, Pamela	deposit refund for 1209 Ventura	205-0200-0000-043	37.44
Total 50254:							37.44
05/15	05/04/2015	50255	11445	MuniServices LLC	Sales Tax Reporting System-Dec 2014	100-1600-0000-801	5,926.25
05/15	05/04/2015	50255	11445	MuniServices LLC	Sales Tax Reporting System 4th Qtr Reports	100-1600-0000-801	833.89
Total 50255:							6,760.14
05/15	05/04/2015	50256	12656	Nation & Badilla Investigations	professional services	100-2610-0000-336	840.00
Total 50256:							840.00
05/15	05/04/2015	50257	7281	NBS Government Finance	contracted services	956-9950-0000-336	125.00
Total 50257:							125.00
05/15	05/04/2015	50258	7416	Nixon-Egli Equipment Co.	Repairs to unit #121	215-5705-0000-320	2,515.36
Total 50258:							2,515.36
05/15	05/04/2015	50259	7516	Office Depot	supplies for CATX	325-3705-0000-300	168.66
05/15	05/04/2015	50259	7516	Office Depot	supplies for Admin	100-1610-0000-300	5.17
05/15	05/04/2015	50259	7516	Office Depot	supplies for Admin	100-1710-0000-300	60.09
05/15	05/04/2015	50259	7516	Office Depot	supplies for Admin	100-1710-0000-300	93.92
05/15	05/04/2015	50259	7516	Office Depot	supplies for Comm Dev	100-4805-0000-300	22.45

M = Manual Check, V = Void Check

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice GL Account	Check Amount
Total 50259:							350.29
05/15	05/04/2015	50260	12330	Pacific Plan Review Inc	Additional Work for Permit #14-0256	100-4805-0000-337	212.50
Total 50260:							212.50
05/15	05/04/2015	50261	7966	Platt Electrical Supply	Street light repair supplies	310-3625-0000-317	618.07
05/15	05/04/2015	50261	7966	Platt Electrical Supply	Light bulbs for RCW Park	100-6620-0000-315	34.73
Total 50261:							652.80
05/15	05/04/2015	50262	7996	Praxair Dist. Inc.	Welding Rods for the Streets Dept	305-3620-0000-317	129.96
Total 50262:							129.96
05/15	05/04/2015	50263	11612	ProClean Supply	Janitorial Supplies for the parks Restrooms	100-6620-0000-315	52.19
05/15	05/04/2015	50263	11612	ProClean Supply	Safety supplies for the parks dept	100-6620-0000-302	147.43
Total 50263:							199.62
05/15	05/04/2015	50264	8796	S & W Auto Parts Inc.	supplies PD unit 49	100-2610-0000-320	16.50
05/15	05/04/2015	50264	8796	S & W Auto Parts Inc.	supplies PD unit 43	100-2610-0000-320	49.54
05/15	05/04/2015	50264	8796	S & W Auto Parts Inc.	supplies for PD unit 45	100-2610-0000-320	99.08
05/15	05/04/2015	50264	8796	S & W Auto Parts Inc.	Parts for Unit #96	215-5705-0000-301	77.49
05/15	05/04/2015	50264	8796	S & W Auto Parts Inc.	supplies PD unit 55	100-2610-0000-320	31.88
05/15	05/04/2015	50264	8796	S & W Auto Parts Inc.	supplies PD unit 49	100-2610-0000-320	38.33
05/15	05/04/2015	50264	8796	S & W Auto Parts Inc.	supplies for PD	100-2610-0000-320	7.38
05/15	05/04/2015	50264	8796	S & W Auto Parts Inc.	Parts for Unit #24	100-6620-0000-320	216.97
05/15	05/04/2015	50264	8796	S & W Auto Parts Inc.	Parts for Unit #24	100-6620-0000-320	55.61
05/15	05/04/2015	50264	8796	S & W Auto Parts Inc.	Repair parts for the Corp yard gate	205-7605-0000-315	11.87
05/15	05/04/2015	50264	8796	S & W Auto Parts Inc.	Supplies for Unit #188	305-3620-0000-301	27.52
Total 50264:							632.17
05/15	05/04/2015	50265	8836	Safety-Kleen	Serviced solvent tank at Garage	601-3615-0000-321	262.44
Total 50265:							262.44

M = Manual Check, V = Void Check

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice GL Account	Check Amount
05/15	05/04/2015	50266	8896	San Diego Police Equipment Co.	Ammo for PD	100-2610-0000-301	467.75
05/15	05/04/2015	50266	8896	San Diego Police Equipment Co.	Ammo for PD	100-2610-0000-301	1,284.51
Total 50266:							1,752.26
05/15	05/08/2015	50267	1136	Silva Ford Madera	Fan and Motor	100-2610-0000-320	.00 V
05/15	05/08/2015	50267	1136	Silva Ford Madera	unit 49 manifold	100-2610-0000-320	.00 V
05/15	05/08/2015	50267	1136	Silva Ford Madera	Parts for unit #346	205-7605-0000-320	.00 V
05/15	05/08/2015	50267	1136	Silva Ford Madera	Unit 49 Switch	100-2610-0000-320	.00 V
05/15	05/08/2015	50267	1136	Silva Ford Madera	Parts for Unit #24	100-6620-0000-320	.00 V
05/15	05/08/2015	50267	1136	Silva Ford Madera	supplies CATX bus#29	325-3705-0000-320	.00 V
05/15	05/08/2015	50267	1136	Silva Ford Madera	Unit 46 Control and Core Exchange	100-2610-0000-320	.00 V
Total 50267:							.00
05/15	05/04/2015	50268	9726	State Controller's Office	Annual Street Report 13/14	305-3620-0000-336	1,542.90
Total 50268:							1,542.90
05/15	05/04/2015	50269	9751	SWRCB/WDR Fees	Annual Water system fees 07/01/14 - 12/31/14	205-7605-0000-345	8,419.84
Total 50269:							8,419.84
05/15	05/04/2015	50270	12681	Ternullo, Francesco	credit refund for 2480 Bella Corte	205-7605-0000-876	202.74
Total 50270:							202.74
05/15	05/04/2015	50271	10116	Tesei Petroleum Inc.	Fuel for City	325-3705-0000-320	2,564.84
05/15	05/04/2015	50271	10116	Tesei Petroleum Inc.	Fuel for City	325-3705-0000-320	2,839.50
Total 50271:							5,404.34
05/15	05/04/2015	50272	10131	TF Tire & Service	Tire repairs to unit #173	305-3620-0000-301	82.76
Total 50272:							82.76
05/15	05/04/2015	50273	11537	Toshiba Financial Services	Copier Lease for 5/15/15-6/14/15	602-1715-0000-408	984.72
05/15	05/04/2015	50273	11537	Toshiba Financial Services	Copier Lease for 5/15/15-6/14/15	602-1715-0000-408	588.01

M = Manual Check, V = Void Check

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice GL Account	Check Amount
Total 50273:							1,572.73
05/15	05/04/2015	50274	10356	TransUnion LLC	Basic Service Charge	425-4950-2692-333	66.00
Total 50274:							66.00
05/15	05/04/2015	50275	10531	United Parcel Service	Shipping and Postage	100-2610-0000-300	7.07
Total 50275:							7.07
05/15	05/04/2015	50276	10571	US BANK (I.M.P.A.C. CAL-CARD)	food for arrestee	100-2610-0000-350	4.04
05/15	05/04/2015	50276	10571	US BANK (I.M.P.A.C. CAL-CARD)	Cal card expense- training	100-2610-0000-305	214.29
Total 50276:							218.33
05/15	05/04/2015	50277	10586	V & V Manufacturing Inc	Chowchilla Police Badges	100-2610-0000-301	199.05
Total 50277:							199.05
05/15	05/04/2015	50278	10756	Verizon Wireless	phones 2/24-3/23/15	100-1610-0000-301	266.07
Total 50278:							266.07
05/15	05/04/2015	50279	11026	West America Bank	note 526-00810	917-1720-0000-407	.00 V
Total 50279:							.00
05/15	05/04/2015	50280	11381	Zoom Imaging Solutions, Inc.	copier lease	602-1715-0000-301	30.71
Total 50280:							30.71
05/15	05/11/2015	50281	421	AmeriPride	Supplies for Public Works	310-3625-0000-315	180.97
05/15	05/11/2015	50281	421	AmeriPride	supplies for Civic Center	100-1705-0000-315	59.18
05/15	05/11/2015	50281	421	AmeriPride	Supplies for the Garage	601-3615-0000-315	41.85
05/15	05/11/2015	50281	421	AmeriPride	Supplies for Public Works	310-3625-0000-315	91.47
05/15	05/11/2015	50281	421	AmeriPride	Supplies for the garage	601-3615-0000-315	51.35
05/15	05/11/2015	50281	421	AmeriPride	Supplies for Public Works	310-3625-0000-315	123.97
05/15	05/11/2015	50281	421	AmeriPride	supplies for Civic Center	100-1705-0000-315	59.18

M = Manual Check, V = Void Check

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice GL Account	Check Amount
05/15	05/11/2015	50281	421	AmeriPride	Supplies for the garage	601-3615-0000-315	41.85
05/15	05/11/2015	50281	421	AmeriPride	Supplies for Public Works	205-7605-0000-301	95.47
05/15	05/11/2015	50281	421	AmeriPride	Supplies for the garage	601-3615-0000-315	51.35
05/15	05/11/2015	50281	421	AmeriPride	Supplies for the WWTP	215-5705-0000-315	15.68
05/15	05/11/2015	50281	421	AmeriPride	Supplies for the Senior center	100-6615-0000-315	33.68
05/15	05/11/2015	50281	421	AmeriPride	Supplies for the Garage	601-3615-0000-315	41.85
Total 50281:							887.85
05/15	05/11/2015	50282	12694	Ashmore, Katherine	deposit refund for 304 Humboldt	205-0200-0000-043	66.15
Total 50282:							66.15
05/15	05/11/2015	50283	646	AT & T	Phones for 3/24-4/23/15	602-1715-0000-310	1,380.64
Total 50283:							1,380.64
05/15	05/11/2015	50284	12493	Baker Supplies and Repairs	Blower repairs / Parks dept	100-6620-0000-301	104.73
05/15	05/11/2015	50284	12493	Baker Supplies and Repairs	Weed Eater Maint/ Parks Dept	100-6620-0000-301	81.88
05/15	05/11/2015	50284	12493	Baker Supplies and Repairs	Supplies for the parks dept	100-6620-0000-301	56.70
Total 50284:							243.31
05/15	05/11/2015	50285	1281	BSK Associates	Water Dept testing	205-7605-0000-350	451.00
05/15	05/11/2015	50285	1281	BSK Associates	Waste Water Testing	215-5705-0000-350	65.00
05/15	05/11/2015	50285	1281	BSK Associates	Water Dept testing	205-7605-0000-350	224.00
05/15	05/11/2015	50285	1281	BSK Associates	Water Dept testing	205-7605-0000-350	168.00
05/15	05/11/2015	50285	1281	BSK Associates	Waste Water Testing	215-5705-0000-350	65.00
Total 50285:							973.00
05/15	05/11/2015	50286	1511	California Consulting LLC	Grant Writing Services 5/1/15-5/31/15	305-3620-0000-336	2,500.00
Total 50286:							2,500.00
05/15	05/11/2015	50287	1781	Caselle, Inc.	Contracted Support Services 4/1-4/30/15	603-1720-0000-302	870.00
Total 50287:							870.00

M = Manual Check, V = Void Check

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice GL Account	Check Amount
05/15	05/11/2015	50288	1821	CCAC	Nuts & Bolts Training for W. Smith	330-3805-0000-307	200.00
Total 50288:							200.00
05/15	05/11/2015	50289	1856	CDW Government, Inc.	furniture for USDA grant	500-2650-0000-505	1,353.24
Total 50289:							1,353.24
05/15	05/11/2015	50290	2046	Chem Quip	Chlorine for Water Wells;	205-7605-0000-346	678.24
05/15	05/11/2015	50290	2046	Chem Quip	Credit for Container Deposit	205-7605-0000-346	162.00
05/15	05/11/2015	50290	2046	Chem Quip	Chlorine for Water Wells;	205-7605-0000-346	777.66
Total 50290:							1,293.90
05/15	05/11/2015	50291	2131	Chowchilla Dolt Best	Postage for Backflow Testing	205-7605-0000-300	22.92
05/15	05/11/2015	50291	2131	Chowchilla Dolt Best	Postage for shipping Package	205-7605-0000-300	44.15
05/15	05/11/2015	50291	2131	Chowchilla Dolt Best	Tools for the Streets dept	305-3620-0000-320	11.33
05/15	05/11/2015	50291	2131	Chowchilla Dolt Best	Supplies for the Parks dept	100-6620-0000-301	16.50
05/15	05/11/2015	50291	2131	Chowchilla Dolt Best	Supplies for the Parks dept	100-6620-0000-302	41.57
05/15	05/11/2015	50291	2131	Chowchilla Dolt Best	supplies for Civic Center	100-1705-0000-315	48.25
05/15	05/11/2015	50291	2131	Chowchilla Dolt Best	Supplies for the Parks Dept	100-6620-0000-320	5.48
05/15	05/11/2015	50291	2131	Chowchilla Dolt Best	Supplies for the Streets Dept	305-3620-0000-317	31.40
05/15	05/11/2015	50291	2131	Chowchilla Dolt Best	Supplies for the Streets Dept	305-3620-0000-317	15.37
05/15	05/11/2015	50291	2131	Chowchilla Dolt Best	Supplies for the parks dept	100-6620-0000-317	2.48
05/15	05/11/2015	50291	2131	Chowchilla Dolt Best	Supplies for the Streets dept	305-3620-0000-317	10.04
05/15	05/11/2015	50291	2131	Chowchilla Dolt Best	Supplies for the water Dept	205-7605-0000-317	8.40
Total 50291:							257.89
05/15	05/11/2015	50292	2136	Chowchilla Employees Assn.	Employee Contribution	702-0200-0000-040	50.00
Total 50292:							50.00
05/15	05/11/2015	50293	12408	Chowchilla Mid-Management	Employee Contributions	702-0200-0000-040	300.00
Total 50293:							300.00
05/15	05/11/2015	50294	2166	Chowchilla Office	Employee Contributions	702-0200-0000-040	175.00

M = Manual Check, V = Void Check

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice GL Account	Check Amount
Total 50294:							175.00
05/15	05/11/2015	50295	2171	Chowchilla Peace Officers	Employee Contribution	702-0200-0000-040	903.00
Total 50295:							903.00
05/15	05/11/2015	50296	12553	Clean Energy	Parts for the CNG Filling station	305-3620-0000-317	119.83
Total 50296:							119.83
05/15	05/11/2015	50297	2516	Cop Ware Inc.	Renewal Ca. Peace Officers Legal Sourcebook - Mobile App License	602-1715-0000-302	400.00
Total 50297:							400.00
05/15	05/11/2015	50298	12643	David Leonard Associates	professional services	701-0200-0000-042	2,325.00
Total 50298:							2,325.00
05/15	05/11/2015	50299	12695	Evers, Jared	deposit refund for 12145 Pheasant Run	205-0200-0000-043	107.11
Total 50299:							107.11
05/15	05/11/2015	50300	3711	Farmers Hardware	Supplies for the Water Dept	205-7605-0000-317	4.52
05/15	05/11/2015	50300	3711	Farmers Hardware	Supplies for Unit#349	305-3620-0000-320	18.71
05/15	05/11/2015	50300	3711	Farmers Hardware	Supplies for the water Dept	205-7605-0000-317	25.45
05/15	05/11/2015	50300	3711	Farmers Hardware	Electrical supplies for Ed Ray Park	100-6620-0000-315	32.23
Total 50300:							80.91
05/15	05/11/2015	50301	12212	Fastenal Company	Supplies for boarding up a building	100-4805-0000-336	9.42
05/15	05/11/2015	50301	12212	Fastenal Company	Supplies for the Streets Dept	305-3620-0000-317	7.17
Total 50301:							16.59
05/15	05/11/2015	50302	3836	Fitness Peak	Employee Contribution	702-0200-0000-040	122.50
Total 50302:							122.50

M = Manual Check, V = Void Check

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice GL Account	Check Amount
05/15	05/11/2015	50303	12691	Goethe, Rosemary	Great Chowchilla Yard Sale refund	100-6625-3010-875	25.00
Total 50303:							25.00
05/15	05/11/2015	50304	4616	Grover Landscape Services Inc.	Irrigation repairs LLD- Pheasant Run	310-3625-0000-317	166.44
05/15	05/11/2015	50304	4616	Grover Landscape Services Inc.	Monthly Landscape for April 2015	310-3625-0000-336	2,535.00
Total 50304:							2,701.44
05/15	05/11/2015	50305	12225	Home Depot Credit Services	Water Dept supplies	205-7605-0000-317	2,478.31
Total 50305:							2,478.31
05/15	05/11/2015	50306	11469	Intellipay, Inc.	Credit Card Transactions Fees for April 2015	100-1720-0000-302	60.70
Total 50306:							60.70
05/15	05/11/2015	50307	12693	Jackson, Tony and Mary	deposti refund for 560 Plum Way	205-0200-0000-043	58.47
Total 50307:							58.47
05/15	05/11/2015	50308	12698	Jenson, Andrew	Great Chowchilla Yard Sale refund	100-6625-3010-875	15.00
Total 50308:							15.00
05/15	05/11/2015	50309	12699	Joe's Food Mart	car wash- city cars	100-1710-0000-320	13.00
Total 50309:							13.00
05/15	05/11/2015	50310	12179	Keenan Associates	Monthly Admin of Insurances for June 2015	602-1715-0000-336	1,200.00
Total 50310:							1,200.00
05/15	05/11/2015	50311	5626	Kellogg Supply	Air compressor parts	305-3620-0000-301	41.51
Total 50311:							41.51
05/15	05/11/2015	50312	5631	Kelly Moore Paint Company	Graffiti Abatement supplies	100-6620-0000-315	327.54

M = Manual Check, V = Void Check

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice GL Account	Check Amount
Total 50312:							327.54
05/15	05/11/2015	50313	6191	Mace Pest Control	Civic Center pest control	100-1705-0000-315	135.00
Total 50313:							135.00
05/15	05/11/2015	50314	6246	Madera Co Auditor/Controller	3rd QTR gas tax 14/15 FY	101-3606-0000-851	12,913.83
Total 50314:							12,913.83
05/15	05/11/2015	50315	12692	Maxwell, Ronda	Great Chowchilla Yard Sale refund	100-6625-3010-875	50.00
Total 50315:							50.00
05/15	05/11/2015	50316	12282	Mid Valley Disposal Inc.	Disposal Services for City roll off bins	210-5605-0000-350	239.98
Total 50316:							239.98
05/15	05/11/2015	50317	12214	NR Cleaning Services	Monthly Janitorial Service	100-6620-0000-315	510.00
Total 50317:							510.00
05/15	05/11/2015	50318	7516	Office Depot	supplies for Comm Dev	100-4805-0000-300	27.63
Total 50318:							27.63
05/15	05/11/2015	50319	12655	Overton's	Furniture for USDA grant	500-2650-0000-505	4,349.97
05/15	05/11/2015	50319	12655	Overton's	Furniture for USDA grant	500-2650-0000-505	419.97
Total 50319:							4,769.94
05/15	05/11/2015	50320	12689	Perez, Gloria	Great Chowchilla yard sale refund	100-6625-3010-875	25.00
Total 50320:							25.00
05/15	05/11/2015	50321	7966	Platt Electrical Supply	Electrical repairs at the corp yard office	205-7605-0000-315	50.87
05/15	05/11/2015	50321	7966	Platt Electrical Supply	Emergency replacement of main electrical breaker at LL field	100-6620-0000-315	1,011.92
05/15	05/11/2015	50321	7966	Platt Electrical Supply	Emergency replacement of main electrical breaker at LL field	100-6620-0000-315	290.15

M = Manual Check, V = Void Check

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice GL Account	Check Amount
Total 50321:							1,352.94
05/15	05/11/2015	50322	12697	Robertson, Charles	Equipment Reimbursement	100-2610-0000-301	37.87
Total 50322:							37.87
05/15	05/11/2015	50323	8766	Rumble Tree & Turf Inc.	Annual pesticide injection for 22 Elm trees at Veterans park	100-6620-0000-316	1,815.00
Total 50323:							1,815.00
05/15	05/11/2015	50324	8796	S & W Auto Parts Inc.	Auto Parts	100-2610-0000-320	6.88
05/15	05/11/2015	50324	8796	S & W Auto Parts Inc.	Filters for the primary clarifier/ WWTP	215-5705-0000-317	282.07
05/15	05/11/2015	50324	8796	S & W Auto Parts Inc.	Supplies for the WWTP	215-5705-0000-320	15.11
05/15	05/11/2015	50324	8796	S & W Auto Parts Inc.	Supplies for the Water Dept	205-7605-0000-317	6.58
05/15	05/11/2015	50324	8796	S & W Auto Parts Inc.	Parts for Unit #354	100-6620-0000-320	10.23
05/15	05/11/2015	50324	8796	S & W Auto Parts Inc.	supplies for CATX bus 29	325-3705-0000-320	9.55
Total 50324:							330.42
05/15	05/11/2015	50325	9166	Scott's PPE	clean and repair securitex coat	100-2705-0000-302	149.46
Total 50325:							149.46
05/15	05/18/2015	50326	1136	Silva Ford Madera	Fan and Motor	100-2610-0000-320	.00 V
05/15	05/18/2015	50326	1136	Silva Ford Madera	unit 49 manifold	100-2610-0000-320	.00 V
05/15	05/18/2015	50326	1136	Silva Ford Madera	Parts for unit #346	205-7605-0000-320	.00 V
05/15	05/18/2015	50326	1136	Silva Ford Madera	Unit 49 Switch	100-2610-0000-320	.00 V
05/15	05/18/2015	50326	1136	Silva Ford Madera	Parts for Unit #24	100-6620-0000-320	.00 V
05/15	05/18/2015	50326	1136	Silva Ford Madera	supplies CATX bus#29	325-3705-0000-320	.00 V
05/15	05/18/2015	50326	1136	Silva Ford Madera	Unit 46 Control and Core Exchange	100-2610-0000-320	.00 V
Total 50326:							.00
05/15	05/11/2015	50327	9376	Sparkletts	Supplies for the WWTP	215-5705-0000-315	39.43
Total 50327:							39.43
05/15	05/11/2015	50328	10011	Target Specialty Products	Weed spray for the WWTP	215-5705-0000-316	561.60

M = Manual Check, V = Void Check

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice GL Account	Check Amount
Total 50328:							561.60
05/15	05/11/2015	50329	10116	Tesei Petroleum Inc.	Fuel for City	325-3705-0000-320	3,816.85
Total 50329:							3,816.85
05/15	05/11/2015	50330	11798	Tessco Technologies Incorporated	supplies for IT	602-1715-0000-302	149.93
Total 50330:							149.93
05/15	05/11/2015	50331	10131	TF Tire & Service	New Tire for Unit #173	305-3620-0000-301	136.29
05/15	05/11/2015	50331	10131	TF Tire & Service	Tire repairs to unit #24	100-6620-0000-320	22.00
05/15	05/11/2015	50331	10131	TF Tire & Service	New Tire for Unit #168	305-3620-0000-320	90.31
Total 50331:							248.60
05/15	05/11/2015	50332	10176	The Presort Center	Shut off notice Apr	215-1720-0000-336	239.51
05/15	05/11/2015	50332	10176	The Presort Center	Newsletter & Utility Billings Apr 15	215-1720-0000-336	2,518.60
Total 50332:							2,758.11
05/15	05/11/2015	50333	10356	TransUnion LLC	Basic Service Charge	425-4950-2692-333	66.00
Total 50333:							66.00
05/15	05/11/2015	50334	10571	US BANK (I.M.P.A.C. CAL-CARD)	Parts for Unit #68	305-3620-0000-320	235.75
05/15	05/11/2015	50334	10571	US BANK (I.M.P.A.C. CAL-CARD)	Bounce houses- Easter event	100-6625-0000-336	255.00
05/15	05/11/2015	50334	10571	US BANK (I.M.P.A.C. CAL-CARD)	Cal card expense- Cal CPA membership	100-1720-0000-307	1,124.00
05/15	05/11/2015	50334	10571	US BANK (I.M.P.A.C. CAL-CARD)	Corp Yard gate openers	100-6620-0000-320	168.03
05/15	05/11/2015	50334	10571	US BANK (I.M.P.A.C. CAL-CARD)	Parts for Unit #121	215-5705-0000-301	12.30
Total 50334:							1,795.08
05/15	05/11/2015	50335	10756	Verizon Wireless	phones 3/10-4/9/15	100-2705-0000-310	872.06
05/15	05/11/2015	50335	10756	Verizon Wireless	cell phones March 2015	602-1715-0000-310	805.35
05/15	05/11/2015	50335	10756	Verizon Wireless	phones	100-1610-0000-301	266.07

M = Manual Check, V = Void Check

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice GL Account	Check Amount
Total 50335:							1,943.48
05/15	05/11/2015	50336	12688	Williams, Betty	Great Chowchilla Yard sale	100-6625-3010-875	25.00
Total 50336:							25.00
05/15	05/11/2015	50337	12406	Zen Fire & Safety	2 sets of fire turn out gear	100-2705-0000-302	4,019.48
Total 50337:							4,019.48
05/15	05/11/2015	50338	11381	Zoom Imaging Solutions, Inc.	copier lease-PD	602-1715-0000-301	26.38
05/15	05/11/2015	50338	11381	Zoom Imaging Solutions, Inc.	contracted services	602-1715-0000-301	13.58
05/15	05/11/2015	50338	11381	Zoom Imaging Solutions, Inc.	copier lease- Fire Dept	602-1715-0000-301	30.71
Total 50338:							70.67
05/15	05/11/2015	50339	2096	Chowchilla Auto Body Work	Replace Bumper on Bus	325-0200-0000-043	750.20
Total 50339:							750.20
05/15	05/21/2015	50340	12292	Bushong, Ephriam	Reimbursement for Grade II Operator Cert	215-5705-0000-305	230.00
Total 50340:							230.00
05/15	05/21/2015	50341	2136	Chowchilla Employees Assn.	Employee Contribution	702-0200-0000-040	50.00
Total 50341:							50.00
05/15	05/21/2015	50342	12408	Chowchilla Mid-Management	Employee Contributions	702-0200-0000-040	300.00
Total 50342:							300.00
05/15	05/21/2015	50343	2166	Chowchilla Office	Employee Contributions	702-0200-0000-040	175.00
Total 50343:							175.00
05/15	05/21/2015	50344	2171	Chowchilla Peace Officers	Employee Contribution	702-0200-0000-040	903.00

M = Manual Check, V = Void Check

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice GL Account	Check Amount
Total 50344:							903.00
05/15	05/21/2015	50345	11622	Cota Cole LLP	Professional Fees for May 2015	100-1615-0000-335	11,913.77
05/15	05/21/2015	50345	11622	Cota Cole LLP	Professional Fees for May 2015	100-1615-0000-335	7,239.00
05/15	05/21/2015	50345	11622	Cota Cole LLP	Professional Fees for May 2015	100-1615-0000-335	108.36
05/15	05/21/2015	50345	11622	Cota Cole LLP	Professional Fees for May 2015	100-1615-0000-335	2,607.10
05/15	05/21/2015	50345	11622	Cota Cole LLP	Professional Fees for May 2015	100-1615-0000-335	7,231.43
05/15	05/21/2015	50345	11622	Cota Cole LLP	Professional Fees for May 2015	100-1615-0000-335	10,705.95
Total 50345:							39,805.61
05/15	05/21/2015	50346	3836	Fitness Peak	Employee Contribution	702-0200-0000-040	122.50
Total 50346:							122.50
05/15	05/21/2015	50347	12326	Hebert, Dave	Water Use Efficiency Workshop	205-7605-0000-305	152.50
Total 50347:							152.50
05/15	05/21/2015	50348	12593	Lehr, Carolyn	Lodging for 4/26-4/30/15 per Contract	100-1710-0000-336	549.95
05/15	05/21/2015	50348	12593	Lehr, Carolyn	Lodging for 5/4-5/6/15 per Contract	100-1710-0000-336	329.97
Total 50348:							879.92
05/15	05/21/2015	50349	12033	Lima, Nanci	Mileage for CCAC Annual Conference	100-1610-0000-307	219.08
Total 50349:							219.08
05/15	05/21/2015	50350	11541	Meyers Nave	Professional Services through May 12, 2015	100-1615-0000-335	2,075.00
Total 50350:							2,075.00
05/15	05/21/2015	50351	7176	Myers Stevens & Toohey & Co In	PD Disability Insurance for June 2015	100-2805-0000-341	494.50
Total 50351:							494.50
05/15	05/21/2015	50352	11772	PARS	PARS Administration	305-3620-0000-206	416.16

M = Manual Check, V = Void Check

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice GL Account	Check Amount
Total 50352:							416.16
05/15	05/21/2015	50353	11486	Roman, Robin	CAL ACT Conference	325-3705-0000-305	122.25
Total 50353:							122.25
05/15	05/21/2015	50354	1136	Silva Ford Madera	Fan and Motor	100-2610-0000-320	514.72
05/15	05/21/2015	50354	1136	Silva Ford Madera	unit 49 manifold	100-2610-0000-320	479.75
05/15	05/21/2015	50354	1136	Silva Ford Madera	Parts for unit #346	205-7605-0000-320	18.78
05/15	05/21/2015	50354	1136	Silva Ford Madera	Unit 49 Switch	100-2610-0000-320	78.59
05/15	05/21/2015	50354	1136	Silva Ford Madera	Parts for Unit #24	100-6620-0000-320	289.61
05/15	05/21/2015	50354	1136	Silva Ford Madera	supplies CATX bus#29	325-3705-0000-320	27.23
05/15	05/21/2015	50354	1136	Silva Ford Madera	Parts for Unit #353	601-3615-0000-320	75.57
05/15	05/21/2015	50354	1136	Silva Ford Madera	Unit 46 Control and Core Exchange	100-2610-0000-320	911.08
05/15	05/21/2015	50354	1136	Silva Ford Madera	Credit for Unit #51	100-2610-0000-320	300.52-
Total 50354:							2,094.81
05/15	05/26/2015	50355	41	Aanonson Sprinkler Co.	Irrigation repair parts/ Parks dept	100-6620-0000-317	77.50
Total 50355:							77.50
05/15	05/26/2015	50356	86	A-C Electric Company	Electrical repairs to City Wells	205-7605-0000-317	374.68
Total 50356:							374.68
05/15	05/26/2015	50357	421	AmeriPride	Mats for Police Department	100-2610-0000-315	33.18
05/15	05/26/2015	50357	421	AmeriPride	Supplies for the garage	601-3615-0000-315	51.35
05/15	05/26/2015	50357	421	AmeriPride	Supplies for Public Works	310-3625-0000-315	127.97
05/15	05/26/2015	50357	421	AmeriPride	Supplies for the WWTP	215-5705-0000-315	15.68
05/15	05/26/2015	50357	421	AmeriPride	mats for shelter	100-2805-0000-315	66.25
05/15	05/26/2015	50357	421	AmeriPride	Mats for Civic Center	100-1705-0000-315	59.18
05/15	05/26/2015	50357	421	AmeriPride	mats	100-2610-0000-315	33.18
05/15	05/26/2015	50357	421	AmeriPride	Supplies for the Senior Center	100-6615-0000-315	33.68
05/15	05/26/2015	50357	421	AmeriPride	Supplies for the Garage	601-3615-0000-315	41.85
Total 50357:							462.32

M = Manual Check, V = Void Check

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice GL Account	Check Amount
05/15	05/26/2015	50358	511	Animal Medical Center	Vet Care for Shelter Animals with no Owner	100-2805-0000-324	272.68
05/15	05/26/2015	50358	511	Animal Medical Center	Vet care for shelter animals no owner	100-2805-0000-324	39.00
Total 50358:							311.68
05/15	05/26/2015	50359	12673	Backflow Distributors Inc	Backflow test kit calibration/ Water Dept	205-7605-0000-320	106.75
Total 50359:							106.75
05/15	05/26/2015	50360	12493	Baker Supplies and Repairs	Trimmer String	205-7605-0000-301	48.75
05/15	05/26/2015	50360	12493	Baker Supplies and Repairs	Air Filter	100-2705-0000-302	72.64
Total 50360:							121.39
05/15	05/26/2015	50361	12700	Barajas, Jose and Margarita	planning fees refund proj# 15-0002	100-4605-0000-870	3,427.00
Total 50361:							3,427.00
05/15	05/26/2015	50362	986	Best Uniforms	Uniforms for D.Hebert	100-2705-0000-301	109.07
Total 50362:							109.07
05/15	05/26/2015	50363	1281	BSK Associates	Supplies for the WWTP	215-5705-0000-350	65.00
05/15	05/26/2015	50363	1281	BSK Associates	Supplies for the Water Dept	205-7605-0000-350	432.00
05/15	05/26/2015	50363	1281	BSK Associates	Supplies for the WWTP	215-5705-0000-350	130.00
Total 50363:							627.00
05/15	05/26/2015	50364	12478	California Fresno Oil Co	Street patching oil	305-3620-4000-318	131.23
Total 50364:							131.23
05/15	05/26/2015	50365	1856	CDW Government, Inc.	Equipment for K9 Vehicle	100-2618-1202-320	821.13
Total 50365:							821.13
05/15	05/26/2015	50366	12052	Central Valley Veterinary Clinic	Animal Care and euthanasia	100-2805-0000-324	209.00

M = Manual Check, V = Void Check

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice GL Account	Check Amount
Total 50366:							209.00
05/15	05/26/2015	50367	11750	Chavez, John	League of California Cities Meeting	100-1605-0000-355	294.28
Total 50367:							294.28
05/15	05/26/2015	50368	2131	Chowchilla Dolt Best	Supplies for the Parks Dept	100-6620-0000-317	1.58
05/15	05/26/2015	50368	2131	Chowchilla Dolt Best	Supplies for Parks	100-6620-0000-320	44.06
05/15	05/26/2015	50368	2131	Chowchilla Dolt Best	Postage	205-7605-0000-300	17.24
05/15	05/26/2015	50368	2131	Chowchilla Dolt Best	supplies for Civic Center	100-6620-0000-315	64.79
05/15	05/26/2015	50368	2131	Chowchilla Dolt Best	Supplies for Parks	100-6620-0000-320	4.31
05/15	05/26/2015	50368	2131	Chowchilla Dolt Best	Supplies for Streets	305-3620-0000-320	4.31
05/15	05/26/2015	50368	2131	Chowchilla Dolt Best	Supplies for Parks	100-6620-0000-315	3.23
05/15	05/26/2015	50368	2131	Chowchilla Dolt Best	Supplies for Streets Dept.	305-3620-0000-317	4.31
05/15	05/26/2015	50368	2131	Chowchilla Dolt Best	Supplies for Parks	100-6620-0000-320	10.66
Total 50368:							154.49
05/15	05/26/2015	50369	12074	Comcast	internet for PD	602-1715-0000-310	243.64
05/15	05/26/2015	50369	12074	Comcast	xfinity tv	100-2610-0000-315	2.10
Total 50369:							245.74
05/15	05/26/2015	50370	2446	Consolidated Electrical	Credit for Returned Items	205-7605-0000-315	2,348.83-
05/15	05/26/2015	50370	2446	Consolidated Electrical	Supplies for Water Dept	205-7605-0000-315	2,406.86
Total 50370:							58.03
05/15	05/26/2015	50371	2966	Dell, Inc.	kit for IT	602-1715-0000-302	140.39
Total 50371:							140.39
05/15	05/26/2015	50372	3031	Department of Justice/Acc	Fingerprinting for April 2015	100-2610-0000-306	371.00
05/15	05/26/2015	50372	3031	Department of Justice/Acc	Blood Alcohol Analysis	100-2610-0000-350	105.00
Total 50372:							476.00
05/15	05/26/2015	50373	3291	Don's Mobile Glass	Glass Repair Unit 48	100-2610-0000-320	35.00

M = Manual Check, V = Void Check

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice GL Account	Check Amount
Total 50373:							35.00
05/15	05/26/2015	50374	3711	Farmers Hardware	Supplies for Water Dept	205-7605-0000-317	3.62
05/15	05/26/2015	50374	3711	Farmers Hardware	Supplies for Water Dept	205-7605-0000-317	6.31
05/15	05/26/2015	50374	3711	Farmers Hardware	Supplies for Parks	100-6620-0000-301	25.87
05/15	05/26/2015	50374	3711	Farmers Hardware	Supplies for Streets Dept.	305-3620-0000-302	3.13
Total 50374:							38.93
05/15	05/26/2015	50375	12212	Fastenal Company	Supplies for the WWTP	215-5705-0000-317	4.49
05/15	05/26/2015	50375	12212	Fastenal Company	Supplies for the Parks Dept	100-6620-0000-317	17.30
05/15	05/26/2015	50375	12212	Fastenal Company	Supplies for the Water Dept	205-7605-0000-317	34.55
05/15	05/26/2015	50375	12212	Fastenal Company	Supplies for the Garage	601-3615-0000-321	2.22
05/15	05/26/2015	50375	12212	Fastenal Company	Supplies for the WWTP	215-5705-0000-317	143.50
05/15	05/26/2015	50375	12212	Fastenal Company	Supplies for the WWTP	215-5705-0000-317	292.52
05/15	05/26/2015	50375	12212	Fastenal Company	Supplies for Restroom Repairs	100-6620-0000-315	52.39
05/15	05/26/2015	50375	12212	Fastenal Company	Supplies for VMP Restroom Repairs	100-6620-0000-315	27.40
05/15	05/26/2015	50375	12212	Fastenal Company	Tools for Parks	100-6620-0000-320	22.96
05/15	05/26/2015	50375	12212	Fastenal Company	Caution Tape for Streets	305-3620-0000-317	13.75
05/15	05/26/2015	50375	12212	Fastenal Company	Supplies for VMP Restroom Repairs	100-6620-0000-315	47.56
Total 50375:							658.64
05/15	05/26/2015	50376	12460	Fresno-Madera Area Agency on Aging	Non USDA Qualified Meals	100-6615-0000-314	123.20
Total 50376:							123.20
05/15	05/26/2015	50377	12696	Granite Peak Resorts Inc	deposit refund for 9780 Heatherhearst Dr	205-0200-0000-043	150.00
Total 50377:							150.00
05/15	05/26/2015	50378	4616	Grover Landscape Services Inc.	Pesticide treatment for turf due to gophers	100-6620-0000-316	575.00
Total 50378:							575.00
05/15	05/26/2015	50379	5246	Interstate Battery	battery for the WWTP	215-5705-0000-320	221.29
05/15	05/26/2015	50379	5246	Interstate Battery	Batteries for Unit #29	325-3705-0000-320	250.45

M = Manual Check, V = Void Check

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice GL Account	Check Amount
Total 50379:							471.74
05/15	05/26/2015	50380	5861	Law and Associates	Background Investigation	100-2610-0000-306	200.00
Total 50380:							200.00
05/15	05/26/2015	50381	12701	Lung, Andrea and Robert	deposit refund for 8100 Lakeshore	205-0200-0000-043	44.47
Total 50381:							44.47
05/15	05/26/2015	50382	6191	Mace Pest Control	Monthly Service / Senior center	100-6615-0000-315	80.00
Total 50382:							80.00
05/15	05/26/2015	50383	12531	Madera County Fairmead Landfill	Disposal Services for Apr 2015	210-5605-0000-351	16,524.39
Total 50383:							16,524.39
05/15	05/26/2015	50384	6551	Marty Buttram Electric	replace emergency light at Fire Station	100-2705-0000-315	500.00
Total 50384:							500.00
05/15	05/26/2015	50385	6771	Merced Fence Company	Repairs to Fence at Corp Yard	210-5605-0000-315	230.00
Total 50385:							230.00
05/15	05/26/2015	50386	6791	Merced Sun-Star	master fee update hearing	100-1610-0000-337	121.14
Total 50386:							121.14
05/15	05/26/2015	50387	12166	Merced Transportation	monthly service April 2015	325-3705-0000-336	17,030.90
Total 50387:							17,030.90
05/15	05/26/2015	50388	12282	Mid Valley Disposal Inc.	Disposal Services for April 2015	100-1712-0000-800	51,654.06
Total 50388:							51,654.06

M = Manual Check, V = Void Check

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice GL Account	Check Amount
05/15	05/26/2015	50389	6966	Mobile Communications Inc.	Monthly Repeater Rental	325-3705-0000-301	84.00
Total 50389:							84.00
05/15	05/26/2015	50390	12702	Morris, Teresa	deposit refund for 14100 Spyglass	205-0200-0000-043	66.25
Total 50390:							66.25
05/15	05/26/2015	50391	7116	Moy, Ellen	services Mar-Apr 2015	325-3705-0000-336	8,140.00
Total 50391:							8,140.00
05/15	05/26/2015	50392	11417	Municipal Code Corporation	ordinance updates	100-1610-0000-300	1,029.50
Total 50392:							1,029.50
05/15	05/26/2015	50393	7281	NBS Government Finance	Pheasant Run Tax Roll Removal	542-4832-0000-336	200.00
Total 50393:							200.00
05/15	05/26/2015	50394	12214	NR Cleaning Services	Apr janitorial- Civic Center	100-1705-0000-315	1,030.00
Total 50394:							1,030.00
05/15	05/26/2015	50395	7516	Office Depot	Office Supplies/ WWTP	215-5705-0000-300	1.60
05/15	05/26/2015	50395	7516	Office Depot	Supplies for Public Works	215-5705-0000-300	142.34
Total 50395:							143.94
05/15	05/26/2015	50396	12330	Pacific Plan Review Inc	perm# 15-0047 for 1400 Trinity fire sprinklers	100-4805-0000-337	425.00
05/15	05/26/2015	50396	12330	Pacific Plan Review Inc	perm# 15-0103 for 9330 Hillsborough	100-4805-0000-337	225.00
05/15	05/26/2015	50396	12330	Pacific Plan Review Inc	permit 15-0121 for 12340 Poppy Hills	100-4805-0000-337	225.00
Total 50396:							875.00
05/15	05/26/2015	50397	11772	PARS	PARS for Pay Date 4.17.15	702-0200-0000-040	202.42
05/15	05/26/2015	50397	11772	PARS	PARS for Payroll Paid 4.3.15	702-0200-0000-040	379.86

M = Manual Check, V = Void Check

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice GL Account	Check Amount
Total 50397:							582.28
05/15	05/26/2015	50398	7966	Platt Electrical Supply	Light bulbs for Civic Center lobby	100-1705-0000-315	105.30
05/15	05/26/2015	50398	7966	Platt Electrical Supply	Electrical Breaker Box Repairs/ Ed Ray Park	100-6620-0000-315	548.51
05/15	05/26/2015	50398	7966	Platt Electrical Supply	Breaker box repairs/ Ed Ray Park	100-6620-0000-315	15.51
05/15	05/26/2015	50398	7966	Platt Electrical Supply	OCC Sensor replaces motion sensor	100-2610-0000-301	97.22
05/15	05/26/2015	50398	7966	Platt Electrical Supply	Ave 25 Pond	220-3650-0000-317	228.74
Total 50398:							995.28
05/15	05/26/2015	50399	11612	ProClean Supply	Janitorial supplies for City Facilities	100-6620-0000-315	583.63
Total 50399:							583.63
05/15	05/26/2015	50400	8081	PROtech Security & Electronics	Semi Annual Fire alarm test	100-2610-0000-315	28.06
Total 50400:							28.06
05/15	05/26/2015	50401	8796	S & W Auto Parts Inc.	Tools for WWTP	215-5705-0000-320	25.33
05/15	05/26/2015	50401	8796	S & W Auto Parts Inc.	Parts for Unit #364	305-3620-0000-301	47.87
05/15	05/26/2015	50401	8796	S & W Auto Parts Inc.	Supplies for Storm Drain	220-3650-0000-317	77.75
05/15	05/26/2015	50401	8796	S & W Auto Parts Inc.	Supplies for Streets	305-3620-0000-301	8.80
05/15	05/26/2015	50401	8796	S & W Auto Parts Inc.	Supplies for CATX	325-3705-0000-320	59.39
05/15	05/26/2015	50401	8796	S & W Auto Parts Inc.	Supplies for Patch Truck	305-3620-0000-301	41.21
05/15	05/26/2015	50401	8796	S & W Auto Parts Inc.	Supplies for CATX	325-3705-0000-320	16.02
Total 50401:							276.37
05/15	05/26/2015	50402	8896	San Diego Police Equipment Co.	Federal 40 S & W 180GR FMJ	100-2610-0000-302	1,903.88
Total 50402:							1,903.88
05/15	05/26/2015	50403	9016	Sandoval, Cynthia	Deposit/Refund for 416 Colusa	205-0200-0000-043	56.59
Total 50403:							56.59
05/15	05/26/2015	50404	9206	Self Help Enterprises	Loan Portfolio Mgmt for March 2015	956-9950-0000-336	1,824.00

M = Manual Check, V = Void Check

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice GL Account	Check Amount
Total 50404:							1,824.00
05/15	05/26/2015	50405	12703	Smart Energy Solar Inc	refund for 1105 Riverside perm#15-0059	100-4805-0000-820	152.80
Total 50405:							152.80
05/15	05/26/2015	50406	10011	Target Specialty Products	Supplies for Streets	305-3620-0000-316	724.73
Total 50406:							724.73
05/15	05/26/2015	50407	10116	Tesei Petroleum Inc.	Fuel for City	325-3705-0000-320	3,125.96
05/15	05/26/2015	50407	10116	Tesei Petroleum Inc.	Fuel for City	325-3705-0000-320	3,645.70
Total 50407:							6,771.66
05/15	05/26/2015	50408	10131	TF Tire & Service	Stock Tires/ Police Dept	100-2610-0000-320	136.04
05/15	05/26/2015	50408	10131	TF Tire & Service	Repair trailer tire/ Parks dept	100-6620-0000-301	22.00
Total 50408:							158.04
05/15	05/26/2015	50409	10176	The Presort Center	Newsletter & Utility Billings May 15	215-1720-0000-336	2,522.95
05/15	05/26/2015	50409	10176	The Presort Center	Shut off notice May	215-1720-0000-336	239.51
Total 50409:							2,762.46
05/15	05/26/2015	50410	12586	Tiffin Metal Products	Evidence Storage for PD	500-2650-0000-505	9,422.00
Total 50410:							9,422.00
05/15	05/26/2015	50411	10571	US BANK (I.M.P.A.C. CAL-CARD)	Cal Card Expenses	100-2610-0000-305	172.22
05/15	05/26/2015	50411	10571	US BANK (I.M.P.A.C. CAL-CARD)	Supplies for K9	100-2618-1202-302	154.46
05/15	05/26/2015	50411	10571	US BANK (I.M.P.A.C. CAL-CARD)	Cal Card Expenses	100-2610-0000-300	67.08
05/15	05/26/2015	50411	10571	US BANK (I.M.P.A.C. CAL-CARD)	Cal Card Expenses	100-2610-0000-305	749.85
05/15	05/26/2015	50411	10571	US BANK (I.M.P.A.C. CAL-CARD)	Hotel for R. Roman for CALACT Conference	325-3705-0000-305	219.08
05/15	05/26/2015	50411	10571	US BANK (I.M.P.A.C. CAL-CARD)	Cal Card Expenses	100-1605-0000-355	870.83
05/15	05/26/2015	50411	10571	US BANK (I.M.P.A.C. CAL-CARD)	Chowchilla Do It Best for Keys and Paint	100-2610-0000-320	26.18
05/15	05/26/2015	50411	10571	US BANK (I.M.P.A.C. CAL-CARD)	Cal Card Expenses for PD	100-2610-0000-320	73.02
05/15	05/26/2015	50411	10571	US BANK (I.M.P.A.C. CAL-CARD)	Supplies for Fire Department	100-2705-0000-307	2,127.04

M = Manual Check, V = Void Check

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice GL Account	Check Amount
Total 50411:							4,459.76
05/15	05/26/2015	50412	10756	Verizon Wireless	cell phones Apr10- May 09 15	100-2705-0000-310	925.16
05/15	05/26/2015	50412	10756	Verizon Wireless	Phones 4/10-5/9/15	602-1715-0000-310	829.44
Total 50412:							1,754.60
05/15	05/26/2015	50413	11116	Wilbur-Ellis	Weed spray for the alleys and right-of-ways.	305-3620-0000-317	1,922.40
Total 50413:							1,922.40
05/15	05/26/2015	50414	11361	Zee Medical Service Company	supplies for First Aid kit	100-1705-0000-302	19.14
05/15	05/26/2015	50414	11361	Zee Medical Service Company	supplies for First Aid kit	215-5705-0000-302	38.38
Total 50414:							57.52
05/15	05/26/2015	50415	11381	Zoom Imaging Solutions, Inc.	contracted services	602-1715-0000-301	12.99
Total 50415:							12.99
05/15	05/26/2015	50416	2511	Cook's Communication	Upfitting of Replacement K9 Vehicle	603-1715-0000-501	10,349.13
Total 50416:							10,349.13
05/15	05/26/2015	50417	11475	Goldfarb & Lipman LLP	Chowchilla RDA Fees for April 2015	956-9950-0000-335	1,108.00
Total 50417:							1,108.00
05/15	05/26/2015	50418	5996	Liebert Cassidy Whitmore	Legal Services for April 2015	100-1615-0000-335	9,853.10
Total 50418:							9,853.10
05/15	05/26/2015	50419	12429	O'Dell Engineering	Berenda Reservoir Project	565-6645-0000-500	5,632.50
Total 50419:							5,632.50
05/15	05/27/2015	50420	11772	PARS	PARS for PP Ending 5/23/2015	702-0200-0000-040	165.22

M = Manual Check, V = Void Check

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice GL Account	Check Amount
Total 50420:							165.22
05/15	05/27/2015	50421	9206	Self Help Enterprises	Rehab Activity Delivery- Abraugh	420-4810-0000-340	35,613.00
Total 50421:							35,613.00
Grand Totals:							485,886.41

Report Criteria:
 Report type: Invoice detail



REPORT TO THE CITY COUNCIL

Council Meeting of June 9, 2015

Agenda Section:	<u>Consent</u>
SUBJECT:	Aerial Fireworks Display at Chowchilla Fairgrounds
Prepared By:	<u>Harry Turner, Fire Chief</u>
Approved By:	<u>Carolyn Lehr, Interim City Administrator</u>

RECOMMENDATION:

Approve aerial fireworks display for July 5, 2015 at Chowchilla Fairgrounds. Authorize Fire Chief to approve necessary documents for display (State and Local Permits).

HISTORY / BACKGROUND:

Historically the Chowchilla Lions Club has provided an annual aerial fireworks display for the community. Originally this event was held at the fairgrounds and later at Berenda Reservoir for Independence Day. Due to dry conditions and lack of available water there will be no water in Berenda Reservoir again this year. With no water in the reservoir the Water District Board as well as the Lions Club are hesitant to have the annual fireworks at the reservoir.

SITUATION / ANALYSIS:

The Chowchilla Lions Club representatives have met with City Staff and staff from Chowchilla Fair to discuss the option to again conduct this event at the fairgrounds as was done last year.

In previous years the fireworks have been shot from the southern side of the fairgrounds. With the addition of the race track and racetrack needing the former launch area for pit area as well as the desire for the racetrack promoter to have events on the same day as the fireworks, the location of discharge of fireworks was moved onto airport property to gain the required clearance from public access to the mortars. This modification worked well for years until the FAA further restricted airport uses and no longer would allow fireworks to be shot from the airport.

With the fairgrounds, Lions Club, City and Race Promoter working together, the Lions club was able to bring the annual fireworks display back to the fairgrounds this past year. The race promoter has agreed to not have a race event the same day as the fireworks display which will allow the clear and secure area required for the mortars. In placing the mortars on the fairgrounds property alleviates the concerns of the FAA regarding mortars on the airport property.

Additional items that were discussed in the above mentioned meeting were:

- A- The need for the City to post a NOTAM with FAA advising of the aerial fireworks display and its proximity to the airport.
- B- The City to sweep the taxiway and runway the day after the display, if needed, to remove any smaller fallout debris on either.
- C- Lions Club representatives to check and remove any larger debris from the airport that would hinder the normal operation of the airport and/or planes using the airport
- D- Lions Club to arrange for City application for aerial fireworks display.

- E- Lions Club contractor (pyrotechnician) to obtain permit from State Fire Marshal's Office for aerial fireworks display.
- F- Pyrotechnician to provide insurance at required amounts and name City and Chowchilla Fairgrounds as additional insured's.
- G- Fire department representative to inspect and approve mortars for safety and compliance prior to discharge.
- H- Fire department to provide stand-by service aerial fireworks event.

FINANCIAL IMPACT:

Staff and equipment costs to sweep taxiway and runway after event. Staff and equipment costs to provide fire inspections and stand-by for event.

SPECIAL INSTRUCTIONS: (for Clerk and staff)

Verify receipt of City application, State application, and insurance certificates.

May 21, 2015

Chowchilla Fire Department
Attn: Harry Turner
240 N 1st Street
Chowchilla, CA 93610
FAX: (559) 665-8627

Dear Mr. Turner,

Please find enclosed our Application for Permit to conduct a fireworks display for **Chowchilla Lions Club** on **July 5, 2015**. The certificate of insurance covering the display, and a diagram of the firing site are also enclosed.

Please bill any applicable standby fees directly to:

Chowchilla Lions Club
Larry Larson
PO Box 881
Chowchilla, CA 93610

If you have any questions or need further information please telephone our office at (909) 355-8120. We would appreciate a copy of the permit after it has been approved. Thank you.

Sincerely,

Pyro Spectaculars, Inc.



Melonee Mares
Customer Service Representative

MM/bv

Enclosures

Application for Permit -- Public Fireworks Display

We, Pyro Spectaculars, hereby make application for permit to conduct a display of fireworks by the California State Health and Safety Code, and agree to comply in every particular with the law pertaining thereto as set forth in Part 2 of Division 11, Division 12, and other applicable sections of the Health Safety Code, and the Rules and Regulations adopted by the State Fire Marshal.

Sponsoring Organization: Chowchilla Lions Club

Address: PO Box 881, Chowchilla, CA 93610-

Person in charge of display: Roy Ludwig Lic#: 3084-02 (559) 905-3978

Location of display: Chowchilla Speedway - Race track 1000 S Third Chowchilla, CA

Dates of display: Sunday, July 05, 2015

Time of display: Approximately 9:00 PM

Pyrotechnic Operator in charge (license number):

Roy Ludwig Lic#: 3084-02 (559) 905-3978

Type of Display:

Aerial

Low Level

Set Pieces

Devices

Manual

Electric

Description of Product to be Fired

Low Level II (Approximately 100 - 150 feet)

4 - Multi-Shot Device(s)

Low Level I (Approximately 50 - 100 feet)

1 - 2" Multishot Device(s)

High Level Aerial (Approximately 200 - 1,000 feet)

10 - 2.5" Salute(s) ✓

80 - 3" Single Break Aerial Shell(s) ✓

40 - 4" Single Break Aerial Shell(s) ✓

1 - 2.5" Multi-Shot Device(s) ✓

1 - 3" Multi-Shot Device(s) ✓

Description of storage facilities and location on grounds: Delivered to site on date of display

Insurance/License

Workers Compensation: State Compensation Insurance Fund

Date: 10/14/2014 - 10/14/2015

Public Liability Insurance: \$ 1,000,000.00 (Certificate attached)

General Public Display License No. 672 issued by State Fire Marshal

Wholesale License No. W-144 issued by State Fire Marshal

Applicant's Signature

Pyro Spectaculars

Applicant's Address

PO Box 2329, Rialto, CA 92377

APPROVAL FOR PERMIT

PERMIT FOR PUBLIC DISPLAY OF FIREWORKS to be held (date) _____

is hereby Granted _____ Denied _____

Signature _____

Title _____

DRAYTON INSURANCE BROKERS, INC.

2500 CENTER POINT ROAD, SUITE 301
BIRMINGHAM, ALABAMA 35215
35220
TELEPHONE: (205) 854-5806

POST OFFICE BOX 94067
BIRMINGHAM, ALABAMA
FAX: (205) 854-5899

CERTIFICATE OF INSURANCE

NO. 510192

We certify that insurance is afforded as stated below. This Certificate does not affirmatively or negatively amend, extend or alter the coverage afforded by the insurance policy and the insurance afforded is subject to all the terms, exclusions and conditions of the policy.

INSURER	Admiral Insurance Company	POLICY NO. CA000002771-29
NAMED INSURED	Pyro Spectaculars, Inc. Pyro Events, Inc. Pyro Spectaculars Productions, Inc. P.O. Box 2329 Rialto, California 92377	Pyro Spectaculars by Souza Pyro Spectacular Industries, Inc. North American Fireworks Co., Inc. (NAFCO) San Diego Fireworks
POLICY TERM	January 13, 2015 to January 13, 2016; Both Days 12:01 A.M. Standard Time	
COVERAGE	Commercial General Liability:	<input checked="" type="checkbox"/> Occurrence Basis <input type="checkbox"/> Claims Made Basis
LIMIT OF LIABILITY	\$1,000,000 each occurrence, \$2,000,000 general aggregate, \$2,000,000 products/completed operations aggregate The limit of liability shall not be increased by the inclusion of more than one insured or additional insured.	
INSURED OPERATIONS	Public fireworks display and special effects contractor	

It is certified that, if named below, this policy includes as Additional Insureds 1) the sponsor(s), promoter(s), organizer(s) (including other entities having similar interests), of insured pyrotechnic events and/or 2) the owner(s) of real property (or barges) at which insured pyrotechnic events are held and/or 3) the owner(s), manager(s), tenant(s), mortgagee(s) (including other entities having similar interests), of buildings, stadiums, arenas and similar facilities at which insured pyrotechnic events are held and/or 4) the licensing or permitting authority, or other authority having jurisdiction, issuing licenses/permits for insured pyrotechnic events and/or 5) any other entity for which the insurance is required to be afforded under written contract. Coverage applies only as respects the legal liability of such Additional Insured(s) for bodily injury and property damage caused by the operations of the Named Insured. The insurance afforded any Additional Insured does not include coverage for any bodily injury or property damage arising from the failure of such Additional Insured to fulfill its obligations specified in its contract with the Named Insured.

**NAME & ADDRESS OF INSURED SPONSORS,
PROPERTY OWNERS, LICENSORS**

**Chowchilla Lions Club
P. O. Box 881
Chowchilla, CA 93610**

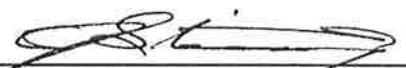
ADDITIONAL INSURED(S) Chowchilla Lions Club, City of Chowchilla, County of Madera, Madera County Fire Department, California Department of Forestry and Fire Protection, The State of California and their officers, agents and employees when acting in their official capacity as such.

**DISPLAY LOCATION
Chowchilla Speedway
Chowchilla, CA**

**DISPLAY DATE(S)
July 5, 2015**

It is certified that this policy requires a 30 day mutual notice of cancellation between the Insurer and the Named Insured. In the event of such cancellation we will endeavor to mail 10 days written notice to the Additional Insured(s), whose name and address is shown hereon, but failure to mail such notice shall impose no obligation or liability of any kind upon the insurer and/or the undersigned.

DRAYTON INSURANCE BROKERS, INC.


A.J. STRINGER, PRESIDENT

May 20, 2015
DATE OF ISSUE



Chowchilla Lions Club

Aerial

WIND

320 ft

330 ft

Google earth

Image Date: 02/28/2012 lat: 37.934565° lon: -120.250298° elev: 240 ft eye alt: 1414 ft



REPORT TO THE CITY COUNCIL

Council Meeting of June 9, 2015

Agenda Section:	<u>Public Hearing</u>
SUBJECT:	Consideration of Objections from Affected Property Owners, and Accept a Bid Proposal to Abate Non-Compliant Properties in the City, and Authorize the City Administrator to Execute Necessary Documents.
Prepared By:	Janene Hicks, Permit Technician, <u>Community and Economic Development Department</u>
Authorized By:	<u>Harry Turner, Fire Chief</u>
Approved By:	<u>Carolyn Lehr, Interim City Administrator</u>

RECOMMENDATION:

Accept the bid from Douglas & Sons Landscaping for abatement of non-compliant properties and authorize the City Administrator to execute the necessary documents.

HISTORY / BACKGROUND:

Whenever weeds grow upon the street or sidewalk or upon or in front of private property that is injurious to the public health, or is indecent or offensive to the senses, or endangers the public safety by creating a fire menace, or are otherwise noxious or dangerous, this public nuisance requires abatement, pursuant to Chowchilla Municipal Code Chapters 8.02, Property Maintenance and 8.12, Weeds.

With Council's previous authorization by Resolution No. 07-15, the annual weed abatement program is being implemented in accordance with the process outlined in the Municipal Code. The purpose of this program is to identify the existence and abatement of this type of public nuisance.

SITUATION / ANALYSIS:

City Council authorized annual weed abatement program on February 10, 2015. Properties within the city limits were inspected during the month of March and a Notice of Corrective Action was sent to owners of record on April 13, 2015. Properties were again inspected and non-compliant properties posted per the municipal code; from May 11th through May 18th. A list of non-complaint properties was provided to interested contractors on May 20, 2015, with a deadline for submitting proposals no later than June 4, 2015.

The Community and Economic Development Department received one bid submittal; Douglas & Sons Landscaping at \$18,525.00, for abatement of 143 remaining non-compliant properties to be performed under this bid package. It is estimated that all work will be completed by July 1, 2015.

The number of properties that have been posted this year and included in the abatement list is up significantly this year from 32 properties last year.

The Community Development Department contacted the City attorney since there was only one bid received and the one bid was slightly late. The City attorney advised staff that since there was only the one bid we could accept the bid or start the process over. This contractor was the low bidder for last years weed abatement and staff is confident the pricing submitted is fair. Due to time constraints and weeds being dry, staff is recommending moving forward with the one bid.

FINANCIAL IMPACT:

The lowest bid amount at \$18,525.00 is above the expenditure identified in the budget. The total contract amount will be based on property owner abatements prior to the contractor abating the properties. It should be noted that individual properties which were posted with a Notice to Destroy Weeds are responsible for remitting the citation fee of \$100.00 plus the bid amount for that property if contractor abates the property.

Community Development staff anticipates the properties needing abatement by the City will reduce dramatically prior to arrival of City Contractor for abatement.

Consistent with past practices, the Finance Department will issue billings to these property owners. Should delinquency occur, a property lien will be filed.

ATTACHMENTS:

- Resolution
- Council Resolution #07-15, (Adopted February 9, 2015)
- Sample Notice of Corrective Action
- Sample Notice To Destroy Weeds
- 2015 List of Properties Bid Packet
- Copy of submitted bid

COUNCIL RESOLUTION # -15

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHOWCHILLA RELATED TO ACCEPTING A PROPOSAL TO ABATE NON-COMPLIANT PROPERTIES IN THE CITY AND AUTHORIZE THE CITY ADMINSTRATOR TO EXECUTE NECESSARY DOCUMENTS (2015 WEED ABATEMENT PROGRAM)

WHEREAS, whenever weeds grow that are injurious to the public health, or is indecent or offensive to the senses, or endangers the public safety by creating a fire menace, or are otherwise noxious or dangerous, this public nuisance requires abatement; and

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

WHEREAS, on February 10, 2015, the City Council authorized the annual weed abatement program with the passage of Resolution # 07-15; and

WHEREAS, a Notice of Correction was issued to non-conforming properties and if abatement does not occur during time frame prescribed, the City may choose to follow Chowchilla Municipal Code Chapter 8.02, Property Maintenance & Chapter 8.12; and

WHEREAS, properties were again inspected and non-compliant properties posted per municipal code between May 11th through May18th; and,

WHEREAS, no property owner appealed the posting of their property, pursuant to Chowchilla Municipal Code Section 8.02.070, Procedures for abatement of unlawful conditions; and

WHEREAS, the Community and Economic Development Department provided a list of 188 non-compliant properties to interested contractors, with a deadline of submitting proposals no later than 2:00pm on June 4, 2015; and

WHEREAS, only one bid was received and

WHEREAS, the Council heard this matter, received a staff report, received public testimony and deliberated on June 9, 2015.

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

1. The above recitals are true and correct;
2. Accept the bid to abate non-compliant properties from Douglas & Sons Landscaping in the amount not to exceed \$18,525.00; and
3. Authorize the City Administrator and/or his designee to execute the appropriate documents associated with this action; and
4. This resolution is effective immediately upon adoption.

PASSED AND ADOPTED by the City Council of the City of Chowchilla this 9th day of June 2015
by the following vote to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

John Chavez, Mayor

ATTEST:

Joann McClendon
Interim City Clerk

COUNCIL RESOLUTION # 07-15

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

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

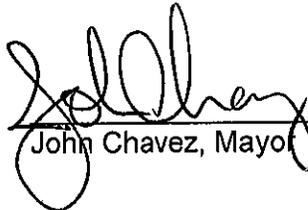
WHEREAS, it is the desire of the City Council to effect timely removal of all weeds so described through the City's Weed Abatement Program, and in manner provided by law; and

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

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

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

AYES: 5 Walker, Gaumnitz, Ahmed, Haworth, Chavez
NOES: 0
ABSENT: 0
ABSTAIN: 0

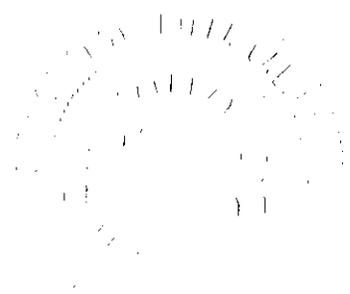


John Chavez, Mayor

ATTEST:



Nanci C. O. Lima, MMC
City Clerk



Community & Economic Development Department Weed Abatement Timeline 2015

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

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

April 13, 2015

**John Doe
123 Paradise Place
Chowchilla, CA 93610**

Notice #: 2015-0671

**SUBJECT: Notice of Corrective Action - Weed Abatement
Site Address / Location: S. Genoa Lake Way
Assessor's Parcel #: 012-250-000**

Dear John Doe

This is a Notice of Corrective Action-Weed Abatement as a result of the City's annual drive-by survey. It was observed that the property identified above is a potential fire, safety and/or health hazard due to excessive weed over growth. As the owner of record, immediate corrective action is necessary to remove the public nuisance (weeds) on the subject property, pursuant to the Chowchilla Municipal Code, Section 8.12.

To avoid any further action by the City, please clean-up, remove, repair, or cease unlawful use of said property by May 8, 2015. Staff will re-inspect to determine if the corrections are in progress or have been completed.

It is very important that you take immediate corrective action by the above highlighted date to avoid further action by the City, as required by the Code. If no corrective action is taken the City would be required to issue to the owner of record a Notice of Violation citation, which carries a one-hundred dollar **\$100.00** penalty fine. As a result of no corrective action the City is required to abate the public nuisance the property owner of record may be subject to an additional fine and administrative fee, cost of abatement incurred by the City, and/or legal action. The City may collect these costs either against the property through the imposition of liens or property tax assessments or as a personal debt collected through collection agency or a lawsuit.

If you have any questions regarding this Notice, please contact the Community and Economic Development Department at (559) 665-8615.

Sincerely,

Community and Economic Development Department

“NOTICE TO DESTROY WEEDS”

"Notice is hereby given that on the 10th day of February 2015, the City Council of the City of Chowchilla passed Resolution No. 7-15 declaring the noxious or dangerous weeds were growing upon or in front of the property on this street within the City of Chowchilla, the nature, size and types of such weeds being more particularly 04805 described in said resolution, and that the same constitute a public nuisance which must be abated by the removal of said noxious or dangerous weeds, otherwise they will be removed and the nuisance will be abated by the municipal authorities, in which case the cost of such removal shall be assessed upon the lot and lands from which or in front of which or adjacent to which such weeds are removed, and such costs will constitute a lien upon such lots or lands, until paid. Reference is hereby made to said resolution for further particulars. All property owners having any objections or protests to the proposed removal of such weeds are hereby notified to attend a meeting of the City Council of the City of Chowchilla, to be held in the Council Chamber, City Hall, 130 S. Second Street, Chowchilla, California on the 9th day of June 2015, when their objections will be heard and given due consideration."



CITY OF CHOWCHILLA WEED ABATEMENT REQUEST FOR PROPOSAL

OBJECTIVE

The City of Chowchilla invites proposals on the abatement of weeds on **individual properties**. Proposals are to be submitted to the following:

**City Clerks Office
Civic Center Plaza
130 S. Second St.
Chowchilla, CA 93610
June 4, 2015 by 2:00p.m.**

All proposals shall be submitted in a sealed envelope, clearly marked on the outside "Weed Abatement". Include a return address on the outside of the envelope. **Proposals will not be accepted via E-mail or Fax.**

Proposals will be reviewed on June 5, 2015

MANDATORY SITE INSPECTION

The City of Chowchilla will hold a site inspection prior to submission deadline. This site inspection is scheduled for **May 28, 2015 at 10:00am** in the Main Conference Room at the Civic Center located at 130 S. Second St. Chowchilla, CA 93610. **Failure to attend the mandatory meeting maybe grounds for disqualification of the proposal.**

Respondents are encouraged to contact the following person should they have any questions regarding this invitation for proposals.

John Anthony, Code Enforcement
City of Chowchilla
Civic Center Plaza
130 S. Second St.
Chowchilla, CA 93610
559-665-8615 ext. 407

SUBMISSION REQUIREMENTS

1. Use the attached invitation for Proposal Form.
2. All information requested of the bidder shall be entered in the appropriate space on the proposal form. Failure to include all requested information maybe grounds for disqualification of the proposal.

3. All information shall be entered in ink or typewritten. Mistakes may be crossed out and corrections inserted before submission of the bid. Corrections shall be initialed in ink by the person signing the bid.
4. Some properties on list may have been abated before the City of Chowchilla's list was created. If the property has been abated please line through the row of the property address, and initial.
5. All contractors shall obtain a City of Chowchilla Business License, General Liability Insurance naming the City as additional insured in the amount of 1,000,000.



CITY OF CHOWCHILLA

**2015 WEED ABATEMENT
LIST OF PROPERTIES TO BE ABATED
REQUEST FOR PROPOSAL**

Proposal of: _____
(Hereinafter called "BIDDER"), organized and existing under the law of the State of California, doing business as (an individual), or (a partnership), or (a corporation), to the City of Chowchilla (hereinafter called "OWNER").

In compliance with your Notice for Bids, BIDDER hereby proposes to perform all WORK required for WEED ABATEMENT in strict accordance with the PROPOSAL DOCUMENTS, within the time set forth therein and at the prices stated below.

BIDDER hereby agrees to commence work under this proposal upon approval by City Council of the City of Chowchilla.

The undersigned, as BIDDER, declares that the only persons, or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion with any other person, firm or corporation; that he has carefully examined the location of the proposed work and he proposed and agrees if this proposal is accepted, that he will provide all necessary machinery, tools, and to do all the work and furnish all the materials specified in the proposal in the manner and time therein prescribed and according to the requirements of the owner as therein set forth.

Weed Abatement #	APN	Address/Location	Description	Proposal Amount
NORTH SIDE OF TOWN				
2015-0032	001-013-003	1315 Ventura Ave.	SFR	
2015-0033	001-013-015	1316 Sonoma Ave.	SFR	
2015-0036	001-014-011	1320 Monterey Ave.	SFR	
2015-0042	001-024-005	535 N. 9 th St	SFR	
2015-0050	001-035-015	412 Sonoma Ave.	SFR	
2015-0052	001-034-003	515 Sonoma Ave	SFR	
2015-0053	001-038-013	320 Monterey Ave	SFR	
2015-0056	001-051-017	1405 Monterey Ave.	SFR	
2015-0064	001-067-006	420 N. 8 th St	SFR	
2015-0065	001-067-010	425 N. 7 th St	SFR	
2015-0066	001-066-006	801 Lake Ave.	SFR	
2015-0069	001-066-010	808 Riverside Ave.	SFR	
2015-0070	001-068-011	700 Riverside Ave.	SFR	
2015-0379	001-068-007	716 Riverside Ave.	SFR	
2015-0073	001-071-001	604 Lake Ave	Vacant Lot	
2015-0074	001-076-011	425 N. 3 rd St.	SFR	
2015-0075	001-072-004	609 Lake Ave.	SFR	

2015-0077	001-075-001	421 Lake Ave.	SFR	
2015-0079	001-073-009	516 Riverside Ave.	SFR	
2015-0084	001-082-003	335 N. 2 nd St.	SFR	
2015-0085	001-083-001	121 Monterey Ave	SFR	
2015-0090	001-103-007	1113 Riverside Ave	SFR	
2015-0096	001-123-002	240 N. 6 th St.	SFR	
2015-0097	001-123-006	230 N. 6 th St.	SFR	
2015-0111	001-180-019	Vacant Lot at Rear of Chowchilla Hospital	Vacant lot	
2015-0116	001-230-008	1740 W. Robertson Blvd. Ponding Basin	Commercial	
2015-0120	001-270-035	1039 Califa Dr.	SFR	
2015-0126	001-290-006	14593 Avenue 25 1/2 <i>REMOVED</i>	Vacant Lot	
2015-0132	001-300-005	325 N. 15 th Street	SFR	
2015-0138	001-300-030	1541 Defender St.	SFR	
2015-0142	001-300-023	140 Washington Rd	Vacant Lot	
2015-0145	001-310-037	1050 Penny St.	SFR	
2015-0146	001-330-002	N/E Corner of Maple & Elm St	Vacant Lot	
2015-0147	001-330-001	N/E Corner of Maple & Elm St	Vacant Lot	
2015-0166	001-350-026	200 Oleander Dr.	Vacant Lot	
SOUTH SIDE OF TOWN				
2015-0236	002-010-026	Vacant lot next to Auto Zone	Vacant lot	
2015-0239	002-021-010	1400 Trinity	SFR	
2015-0246	002-034-008	912 Orange	SFR	
2015-0252	002-070-016	1505 Roosevelt Dr.	SFR	
2015-0253	002-070-017	1501 Roosevelt Dr.	SFR	
2015-0255	002-083-001	1321 Orange Ave.	SFR	
2015-0258	002-085-013	1212 Humboldt Ave	SFR	
2015-0260	002-085-015	1204 Humboldt Ave	SFR	
2015-0261	002-084-010	1312 Alameda Ave.	SFR	
2015-0262	002-086-006	1220 Alameda Ave.	SFR	
2015-0269	002-103-001	325 S. 6 th St.	SFR	
2015-0272	002-104-015	500 Alameda Ave.	SFR	
2015-0273	002-106-012	416 Alameda Ave.	SFR	
2015-0277	002-115-004	15 Orange Ave	SFR	
2015-0278	002-115-005	11 Orange Ave	SFR	
2015-0279	002-115-010	10 Humboldt Ave	SFR	
2015-0280	002-112-009	212 Alameda Ave	SFR	
2015-0282	002-116-009	23 Humboldt Ave	SFR	
2015-0291	002-146-012	1209 Colusa Ave	SFR	
2015-0293	002-146-011	1205 Colusa Ave	SFR	
2015-0297	002-161-013	600 Colusa Ave	SFR	
2015-0298	002-163-010	540 & 542 S. 5 th St	SFR	
2015-0299	002-162-011	613 Colusa Ave	SFR	
2015-0302	002-162-007	670 S. 6 th St.	SFR	
2015-0303	002-164-014	South End of S. 6 th St./East Side	Vacant Lot	
2015-0307	002-172-028	120 Mariposa Ave.	SFR	

2015-309	002-180-001	365 Chowchilla Blvd.	Vacant Lot	
2015-0311	002-180-004	385 Chowchilla Blvd.	Vacant Lot	
2015-0312	002-180-005	Vacant Lot – 2.36 Ac.	Vacant Lot	
2015-0314	002-190-001	Mariposa/Road 16	Vacant Lot	
2015-0324	002-250-060	16853 Avenue 24 ½	Vacant -Commercial	
2015-0331	002-270-013	Avenue 24 ½ / Road 16	Vacant -Commercial	
2015-0332	002-270-012	Avenue 24 ½ / Road 16	Vacant Commercial	
2015-0333	002-270-011	Avenue 24 ½ / Road 16	Vacant - Commercial	
2015-0337	002-270-004	Road 16 – 3.5 Ac	Vacant Commercial	
2015-0338	002-280-025	Chowchilla Blvd./Hwy 99	69.50 Vacant Lot	
2015-0339	002-290-011	301 Prosperity Blvd.	Cell Tower	
2015-0340	002-290-013	305 Prosperity Blvd.	Vacant-Commercial	
2015-0341	002-290-003	313 Prosperity Blvd	Vacant-Commercial	
2015-0342	002-290-002	317 Prosperity Blvd	Commercial	
2015-0350	002-300-001	Mariposa Ave./5 th St/Road 16	22.70 Ac Vacant lot	
2015-0355	002-310-006	24608 Road 15 ½	SFR	
2015-0364	002-350-007	Chowchilla Blvd./Ave. 24 ½	SFR	
2015-0365	002-350-005	Hwy 99/Chowchilla Blvd	SFR	
2015-0366	002-350-002	17639 Avenue 24 ½	Vacant lot	
2015-0367	002-350-003	Hwy 99/Ave. 24	Vacant lot	
2015-0368	002-350-018	Avenue 24/Hwy 99	Vacant lot	
2015-0369	002-350-004	24079 Chowchilla Blvd	Vacant lot	
2015-0370	002-350-017	17563 Avenue 24		
2015-0371	002-350-016	17465 Avenue 24		
2015-0373	002-350-013	Road 17/Avenue 24		
GREENHILLS/PHEASANT RUN GOLF COURSE AREA				
2015-0382	014-020-002	308 Carlyle Way	Vacant Lot	
2015-0383	014-020-013	25849 Hwy 99	Vacant Lot	
2015-0384	014-020-031	S. Montgomery Lake Way/S. Genoa Lay Way	Vacant Lot	
2015-0385	014-020-043	S. Montgomery Lake Way/Hwy 99	Vacant Lot	
2015-0386	014-020-044	S. Montgomery Lake Way/Hwy 99	Vacant Lot	
2015-0387	014-020-045	S. Montgomery Lake Way/Hwy 99	Vacant Lot	
2015-0388	014-020-046	S. Montgomery Lake Way/Hwy 99	Vacant Lot	
2015-0389	014-020-047	S. Montgomery Lake Way/Hwy 99	Vacant Lot	
2015-0390	014-020-048	S. Montgomery Lake Way/Hwy 99	Vacant Lot	
2015-0391	014-020-049	S. Montgomery Lake Way/Hwy 99	Vacant Lot	
2015-0392	014-020-050	S. Montgomery Lake Way/Hwy 99	Vacant Lot	

2015-0393	014-020-051	S. Montgomery Lake Way/Hwy 99	Vacant Lot
2015-0394	014-020-052	S. Fig Tree Bl./S. Montgomery Lake Way - Lot K	Vacant Lot
2015-0395	014-020-039	S. Fig Tree Bl./S. Montgomery Lake Way - Lot K	Vacant Lot
2015-0490	014-050-021	5275 Camelback St.	SFR
2015-0492	014-080-028	7160 Emerald St	SFR
2015-0493	014-080-026	7180 Emerald	SFR
2015-0501	014-120-013	6520 Doral St.	SFR
2015-0505	014-130-039	8060 Lakeshore Dr.	SFR
2015-0522	014-131-040	8225 Lakeshore Dr.	SFR
2015-0523	014-131-041	8235 Lakeshore Dr.	SFR
2015-0525	014-131-044	8205 Lakeshore Dr.	SFR
2015-0546	014-172-007	10380 Keystone Dr.	Vacant Lot
2015-0552	014-172-014	10325 Keystone Dr.	Vacant Lot
2015-0553	014-172-013	10335 Keystone Dr.	Vacant Lot
2015-0559	014-173-016	10210 Kapalua Court	Vacant Lot
2015-0561	014-173-014	10230 Kapalua Court	Vacant Lot
2015-0566	014-173-009	10205 Kapalua Court	Vacant Lot
2015-0569	014-173-006	10130 Kaanapali Court	Vacant Lot
2015-0572	014-173-004	10135 Kaanapali Court	Vacant Lot
2015-0597	014-220-001	13000 Ridgewood Way	Vacant Lot
2015-0598	014-220-002	13010 Ridgewood Way	Vacant Lot
2015-0599	014-220-003	13020 Ridgewood Way	Vacant Lot
2015-0600	014-220-004	13030 Ridgewood Way	Vacant Lot
2015-0601	014-220-005	13040 Ridgewood Way	Vacant Lot
2015-0602	014-220-006	13050 Ridgewood Way	Vacant Lot
2015-0603	014-220-007	13060 Ridgewood Way	Vacant Lot
2015-0604	014-220-006	13050 Ridgewood Way	Vacant Lot
2015-0605	014-220-009	13080 Ridgewood Way	Vacant Lot
2015-0607	014-220-010	13090 Ridgewood Way	Vacant Lot
2015-0608	014-220-011	13100 Ridgewood Way	Vacant Lot
2015-0609	014-220-012	13110 Ridgewood Way	Vacant Lot
2015-0610	014-220-013	13500 Royal Oaks Ct.	Vacant Lot
2015-0611	014-220-014	13510 Royal Oaks Ct.	Vacant Lot
2015-0613	014-220-015	13520 Royal Oaks Ct.	Vacant Lot
2015-0614	014-220-016	13530 Royal Oaks Ct.	Vacant Lot
2015-0615	014-220-017	13540 Royal Oaks Ct.	Vacant Lot
2015-0616	014-220-018	13550 Royal Oaks Ct.	Vacant Lot
2015-0617	014-220-020	13565 Royal Oaks Ct.	Vacant Lot
2015-0618	014-220-019	13560 Royal Oaks Ct.	Vacant Lot
2015-0619	014-220-021	13545 Royal Oaks Ct.	Vacant Lot
2015-0620	014-220-022	13525 Royal Oaks Ct.	Vacant Lot
2015-0621	014-220-023	13130 Ridgewood Way	Vacant Lot
2015-0622	014-220-024	13140 Ridgewood Way	Vacant Lot
2015-0623	014-220-025	13150 Ridgewood Way	Vacant Lot
2015-0624	014-220-064	13160 Ridgewood Way	Vacant Lot

2015-0625	014-220-027	13170 Ridgewood Way	Vacant Lot	
2015-0626	014-220-028	13180 Ridgewood Way	Vacant Lot	
2015-0627	014-220-029	13190 Ridgewood Way	Vacant Lot	
2015-0628	014-220-030	13200 Ridgewood Way	Vacant Lot	
2015-0629	014-220-031	13210 Ridgewood Way	Vacant Lot	
2015-0630	014-220-031	13210 Ridgewood Way	Vacant Lot	
2015-0631	014-220-032	13215 Ridgewood Way	Vacant Lot	
2015-0632	014-220-033	13205 Ridgewood Way	Vacant Lot	
2015-0633	014-220-034	13195 Ridgewood Way	Vacant Lot	
2015-0634	014-220-035	13185 Ridgewood Way	Vacant Lot	
2015-0635	014-220-036	13175 Ridgewood Way	Vacant Lot	
2015-0636	014-220-037	13165 Ridgewood Way	Vacant Lot	
2015-0637	014-220-038	13155 Ridgewood Way	Vacant Lot	
2015-0638	014-220-039	13145 Ridgewood Way	Vacant Lot	
2015-0639	014-220-040	13135 Ridgewood Way	Vacant Lot	
2015-0640	014-220-041	13125 Ridgewood Way	Vacant Lot	
2015-0641	014-220-042	13115 Ridgewood Way	Vacant Lot	
2015-0643	014-231-035	14725 Spanish Bay Way	Vacant Lot	
2015-0644	014-231-034	14715 Spanish Bay Way	Vacant Lot	
2015-0645	014-231-032	14695 Spanish Bay Way	Vacant Lot	
2015-0646	014-231-031	14020 Spyglass Circle	Vacant Lot	
2015-0647	014-232-021	14690 Spanish Bay Way	Vacant Lot	
2015-0648	014-232-022	14680 Spanish Bay Way	Vacant Lot	
2015-0649	014-232-023	14670 Spanish Bay Way	Vacant Lot	
2015-0650	014-232-024	14660 Spanish Bay Way	Vacant Lot	
2015-0651	014-232-025	14650 Spanish Bay Way	Vacant Lot	
2015-0652	014-232-027	14630 Spanish Bay Way	Vacant Lot	
2015-0653	014-232-030	14600 Spanish Bay Way	Vacant Lot	
2015-0654	014-232-015	14000 Spyglass Cir.	Vacant Lot	
2015-0655	014-232-014	14010 Spyglass Cir.	Vacant Lot	
2015-0656	014-232-016	14615 Spanish Bay Way	Vacant Lot	
2015-0657	014-232-017	14635 Spanish Bay Way	Vacant Lot	
2015-0658	014-232-018	14655 Spanish Bay Way	Vacant Lot	
2015-0659	014-232-019	14675 Spanish Bay Way	Vacant Lot	
2015-0660	014-232-020	14685 Spanish Bay Way	Vacant Lot	
2015-0665	014-260-002	1905 E. Robertson Blvd.	Vacant Lot	
2015-0666	014-260-022	S. Genoa Lake Way	Vacant Lot	
2015-0667	014-260-023	S. Genoa Lake Way	Vacant Lot	
2015-0668	014-260-003	S. Genoa Lake Way	Vacant Lot	
2015-0669	014-260-004	S. Genoa Lake Way	Vacant Lot	
2015-0670	014-260-005	S. Genoa Lake Way	Vacant Lot	
2015-0671	014-260-006	S. Genoa Lake Way	Vacant Lot	
2015-0672	014-260-007	S. Genoa Lake Way	Vacant Lot	
Total of Bid Proposal				



REPORT TO THE CITY COUNCIL

Council Meeting of June 9, 2015

Agenda Section:	<u>New Business</u>
SUBJECT:	Compliance with Healthy Workplace Healthy Families Act of 2014 Paid Sick Leave AB 1522
Prepared By:	<u>Irene Fisher, Senior Accountant</u>
Authorized By:	<u>Rod Pruett, Finance Director</u>
Approved By:	<u>Interim City Administrator Carolyn Lehr</u>

RECOMMENDATION:

Staff recommends approval of a resolution, approving the Paid Time Off (PTO) Sick Leave Policy for Unclassified (Part-Time) Employees in order to comply with the Healthy Workplace Healthy Families Act of 2014. All full time employees already receive Sick Leave per their respective MOU's and/or the Personnel Rules and Regulations that meet or exceed the minimum requirements under the Act.

HISTORY / BACKGROUND:

On September 10, 2014, Governor Brown signed AB 1522 into law. The new law requires that California employers provide paid sick leave benefits for all of their employees. This law entitles employees who work 30 or more days within a year to accrue paid sick days at a rate of "no less than (1) hour for every 30 hours worked." AB 1522 allows us to limit the number of paid hours used in any single year to 24 hours per year and employees may use the accrued paid sick days beginning on the 90th day of employment. Accrual of sick leave in this manner is known as the "accrual method" of earning sick leave. Sick leave accrued using the "accrual" method is carried over into subsequent years of employment with a minimum aggregate accrual amount of 48 hours. Alternatively, an employer may elect to provide the full amount (24 hours) of leave into employee leave banks at the beginning of an annual 12-month period (known as the "up-front" or "advance" method). If an employer opts to use the "up-front" or "advance" method, there is no requirement to carry accrued sick leave over from year-to-year. Sick Leave hours accrued under the Act are not cashed out when an employee leaves employment with the City of Chowchilla. Employees who are part of CalPERS will receive credit for any unused portion of hours in accordance with CalPERS guidelines.

OPTIONS / DISCUSSION:

City Council could elect to implement AB1522 either using the "Accrual" method; or using the "up-front", or "advance" method.

Not implementing a change to sick leave accrual for unrepresented, part-time and temporary employees is not recommended as such decision would place the City in a position of non-compliance with the Healthy Workplaces, Healthy Families Act of 2014 (AB1522).

Staff recommends that council adopt the “up-front” method, otherwise known as the “advance method”. Advantages of adopting this method are that the City does not need to track accrual of paid sick leave, and does not need to allow rollover of accrued leave in successive years of employment. The City must still maintain records of paid sick leave used for a minimum period of three years, report the available balance on each employee’s pay stub each pay period, post appropriate notices and provide individual notice of the paid sick leave policy to each employee. Most public agencies, with the exception of those within the geographic boundaries of San Francisco and Oakland*, are electing to implement the “up front” method.

Implementation of the “up front” method for AB1522 paid sick leave would result in the following: effective July 1st of each year the current employees of the City as of that date who are not in a bargaining group shall receive 24 hours of leave to be used during the fiscal year. These hours would be reset to 24 hours every July 1st and would not roll over to the new fiscal year, which limits the liability of the City. New employees would accrue the Sick Leave upon their hire date, but would be unable to use it until the 90th day of employment.

Alternatively, the Council could opt to implement AB1522 using the “accrual” method. Under that method, employees would accrue one hour of leave for every 30 hours actually worked. Those employees would begin to accrue leave beginning on their hire date, and would become eligible to use leave after 90 days of employment. City staff does not recommend the adoption of the “accrual” method, due to the added complexity of calculating and tracking each individual employee’s accrual, and use of paid sick leave, based on individual anniversary dates; as well as the need to provide for sick leave balance rollover for up to 48 hours of accrued leave.

FINANCIAL IMPACT:

This Fiscal impact is estimated to be minor, as the City would limit the amount of sick leave an employee would be able to use in any single year to 24 hours.

ATTACHMENTS:

Resolution

Healthy Workplaces/Healthy Families Act of 2014 Paid Sick Leave poster

* Note: San Francisco and Oakland have previously passed local ordinances that do not permit usage caps, and so covered employees in those geographic locations must be permitted to accrue sick time up to their local accrual cap (72 hours for employers with 10 or more employees) and those employees must be permitted to use all of their accrued sick leave for covered purposes.

COUNCIL RESOLUTION # -15

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHOWCHILLA AUTHORIZING THE CITY STAFF TO COMPLY WITH HEALTHY WORKPLACE HEALTHY FAMILIES ACT OF 2014 PAID SICK LEVE AB1522

WHEREAS, the City of Chowchilla (City) needs to be in compliance with AB1522, Healthy Workplace Healthy Families Act of 2014; and

WHEREAS, the City Council authorizes the adoption of a new “paid sick leave” policy using the “up-front” method, also known as the “advance” method providing for the statutorily required 24 hours of paid sick leave per year. This policy shall apply to all employees of the City not otherwise covered by an MOU or existing policy that provides for at least the minimum required leave under the Act. Employees will be entitled to take said leave after ninety days of employment with the City. No rollover of accrued paid sick leave hours under this policy shall be permitted; and

WHEREAS, The City Council authorizes said leave to begin on July 1, 2015. City Staff is to implement the policy change, post notices and provide notification to all employees.

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 7/1/2015

PASSED AND ADOPTED by the City Council of the City of Chowchilla this 9th day of June 2015 by the following vote to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

John Chavez, Mayor

ATTEST:

Joann McClendon
Interim City Clerk

THIS POSTER MUST BE DISPLAYED WHERE EMPLOYEES CAN EASILY READ IT

(Poster may be printed on 8 ½" x 11" letter size paper)

**HEALTHY WORKPLACES/HEALTHY FAMILIES ACT OF 2014
PAID SICK LEAVE**

Entitlement:

- An employee who, on or after July 1, 2015, works in California for 30 or more days within a year from the beginning of employment is entitled to paid sick leave.
- Paid sick leave accrues at the rate of one hour per every 30 hours worked, paid at the employee's regular wage rate. Accrual shall begin on the first day of employment or July 1, 2015, whichever is later.
- Accrued paid sick leave shall carry over to the following year of employment and may be capped at 48 hours or 6 days. However, subject to specified conditions, if an employer has a paid sick leave, paid leave or paid time off policy (PTO) that provides no less than 24 hours or three days of paid leave or paid time off, no accrual or carry over is required if the full amount of leave is received at the beginning of each year in accordance with the policy.

Usage:

- An employee may use accrued paid sick days beginning on the 90th day of employment.
- An employer shall provide paid sick days upon the oral or written request of an employee for themselves or a family member for the diagnosis, care or treatment of an existing health condition or preventive care, or specified purposes for an employee who is a victim of domestic violence, sexual assault, or stalking.
- An employer may limit the use of paid sick days to 24 hours or three days in each year of employment.

Retaliation or discrimination against an employee who requests paid sick days or uses paid sick days or both is prohibited. An employee can file a complaint with the Labor Commissioner against an employer who retaliates or discriminates against the employee.

For additional information you may contact your employer or the local office of the Labor Commissioner. Locate the office by looking at the list of offices on our website <http://www.dir.ca.gov/dlse/DistrictOffices.htm> using the [alphabetical listing of cities, locations, and communities](#). Staff is available in person and by telephone.



REPORT TO THE CITY COUNCIL

Council Meeting of June 9, 2015

Agenda Section:	<u>New Business</u>
SUBJECT:	Consideration of the Agreement with Chowchilla Adult Recreation to Conduct an Adult Recreation Slow Pitch Softball Program
Prepared By:	<u>D. Martin Piepenbrok, Community Relations Manager</u>
Approved By:	<u>Carolyn Lehr, Interim City Administrator</u>

RECOMMENDATION:

Approve the Agreement with the Chowchilla Adult Recreation organization for the use of the Edward Ray Park softball fields for the purpose of conducting an Adult Recreation Slow Pitch Softball Program for the 2015 summer and fall seasons.

HISTORY / BACKGROUND:

Prior to January 2010 the former City's Parks, Recreation & Community Services Department conducted an adult slow pitch softball program for the community. As a result of the City's financial and organizational restructuring the City could no longer provide the program. Stemming from preliminary discussions that were begun with the Chowchilla Athletic Foundation in the fall of 2009, the CAF stepped up in 2010 to take on the adult softball program.

In 2014 the Chowchilla Athletic Foundation notified the coordinators of the adult softball program that the CAF could no longer act as the umbrella organization because its mission was specific to the benefit of youth sports. As a result, the adult slow pitch softball coordinators, specifically Rick Herzog, took on the role to create a new organization specific to adult sports activities. During the past months a new organization was formed, Chowchilla Adult Recreation (CAR), that is being formed as a non-profit organization. Until the non-profit status is granted, expected within the next six months, the organization is operating as a corporation.

At present, Chowchilla Adult Recreation is coordinating the 2015 adult slow pitch softball program for the community. The purpose of the proposed Agreement is to structurally guide the Chowchilla Adult Recreation in the relationship with the City of Chowchilla and the use of the Edward Ray Park softball fields for the adult slow pitch softball program. As prescribed in the Agreement Chowchilla Adult Recreation is solely responsible for the conducting of the program and the City will provide no services beyond the normal grounds and facility maintenance required at the park. Further, the Chowchilla Adult Recreation organization has obtained the required liability insurance indemnifying the City of Chowchilla.

FINANCIAL IMPACT

No direct financial impact beyond the normal grounds and facility maintenance to be performed by the City. The City will receive payment for softball field lights usage per the approved City of Chowchilla Master Fee Schedule.

ATTACHMENTS

City of Chowchilla Sports League Facilities Use Agreement with Chowchilla Adult Recreation

SPECIAL INSTRUCTIONS:

Mayor and Interim City Clerk, and Chowchilla Adult Recreation representatives to sign Agreement

This SPORTS LEAGUE FACILITIES USE AGREEMENT is made and entered into this 9th day of June 2015 between the City of Chowchilla and Chowchilla Adult Recreation for the purpose of furthering the goals of continued service and public benefit to the community at large.

DEFINITIONS:

AGREEMENT: This Sports League Facilities Use Agreement and any amendments subsequently lawfully entered into between the parties.

ORGANIZATION: Chowchilla Adult Recreation is a corporation; US EIN: 47-1653106; is regarded as the principal provider of organized adult recreational sports in the City of Chowchilla.

ORGANIZATION NOTICE ADDRESS: P.O. Box 253, Chowchilla, CA 93610

CITY: City of Chowchilla, a public entity.

CITY NOTICE ADDRESS: City of Chowchilla, Attn: City Clerk, 130 S. Second Street, Chowchilla, CA 93610

PROGRAM: Adult Recreation Slow Pitch Softball

FACILITIES: The ORGANIZATION will be allowed to use certain facilities within the Edward Ray Park, 625 North 15th Street, Chowchilla, CA, to include softball fields #1 and #2, associated sports field lights at a fee, park restrooms, recreation building on a limited use basis for possible team meetings, concession stand building if needed for a special activity, and on-site parking areas.

NORMAL FIELD AND FACILITY PREPARATION AND MAINTENANCE: The ORGANIZATION is responsible for all practice and game day field preparation for the seasons such as in-field dragging, baselines marking, etc. The CITY will provide routine maintenance throughout the season which consists of mowing, irrigation, and general safety maintenance. Anything that is not described in this AGREEMENT will require prior written consent from the CITY before it is performed. The CITY will also not be expected to perform these duties.

SEASON: There will be two playing seasons per calendar year known as the summer season and the fall season. The program dates for two seasons may run contiguous to each other. Therefore, for this AGREEMENT the playing season is considered to be from June 1 through November 31.

TERM: From date of approval to December 31, 2015

BOTH PARTIES AGREE TO THE FOLLOWING:

1. TERM AND TERMINATION: This AGREEMENT shall remain in full force and effect for its entire TERM unless otherwise terminated by either party. This AGREEMENT may be terminated at any time by either party hereto by giving to the other a written notice of termination to either the CITY NOTICE ADDRESS or the ORGANIZATION NOTICE ADDRESS, as appropriate, no less than thirty (30) days prior to the intended termination date. Notices shall be provided either personally or by certified mail, return receipt requested. Notices shall be deemed given on the date personally delivered or 48 hours after deposited in the mail.
2. MUTUAL COOPERATION: The ORGANIZATION and the CITY agree to meet no less than once each year preceding the start of each SEASON to discuss the parties respective needs during the upcoming SEASON, ORGANIZATION's expected use of the FACILITIES, and the elements of this AGREEMENT and any necessary adjustments.
3. GENERAL USE OF THE FACILITIES:
 - a. The ORGANIZATION may conduct the PROGRAM at the FACILITIES only. No other CITY property may be used by the ORGANIZATION unless prior consent is received from the CITY.
 - b. Prior to the start of each SEASON, the ORGANIZATION will provide the CITY with a complete calendar of every date and time the ORGANIZATION intends to use the FACILITIES during each SEASON. The calendar shall list all actual or potential game dates and times, and arranged practice sessions. As an option, a separate calendar can be provided that lists only the arranged practice sessions.
 - c. The ORGANIZATION shall notify the CITY in advance of any schedule changes, additions or deletions, and the CITY shall attempt to accommodate the adjustments. The FACILITIES are not available to the ORGANIZATION for use on any date not provided by the ORGANIZATION to the CITY in advance of such use.

- d. The CITY will notify the ORGANIZATION of any CITY events and programs that will interfere with ORGANIZATION's use of the FACILITIES. The FACILITIES will not be available for ORGANIZATION's use during CITY events and programs.
 - e. Vehicles are prohibited from entering any portion of the FACILITIES not customarily used for public vehicular traffic. The ORGANIZATION may request prior consent from the CITY for limited and temporary use of the FACILITIES for vehicles.
 - f. Temporary operational and/or services structures (e.g. portable toilets, concession trailers, etc.) shall not be placed on or used by the ORGANIZATION at the FACILITIES without prior approval from the CITY. The ORGANIZATION may request prior written consent by contacting the CITY's Public Works Supervisor at the CITY NOTICE ADDRESS at least three weeks prior to the intended installation date of any such structure.
4. FACILITIES KEYS: The CITY will provide the ORGANIZATION with a copy of any keys required to properly use the FACILITIES for the PROGRAM. The keys may include, but not be limited to, the recreation building key, field lights access panel and the park restrooms. The ORGANIZATION will be required to submit an approved key assignment form provided by the CITY. The ORGANIZATION is prohibited from duplicating the keys. The ORGANIZATION is prohibited from sharing the keys with any person(s) not authorized by the CITY. The ORGANIZATION shall return all keys to the CITY at the end of each SEASON.
5. INCIDENTS OR ACCIDENTS: The ORGANIZATION shall report any incidents or accidents that have caused, or may cause, injury to a person or personal or CITY property, to the CITY by providing an incident/accident report within 24 hours of said incident or accident to the CITY NOTICE ADDRESS. On Friday, Saturday and Sunday, the ORGANIZATION may request the Chowchilla Police Department to make a report to be held for the CITY for the next CITY business day.
6. FACILITIES MAINTENANCE:
- a. The CITY will provide routine maintenance to the FACILITIES throughout the SEASON that includes mowing, irrigation, and general safety maintenance. The CITY will not perform any GAME AND PRACTICE DAY MAINTENANCE.
 - b. The ORGANIZATION shall be solely responsible for performing GAME AND PRACTICE DAY MAINTENANCE of the FACILITIES. Any work the ORGANIZATION performs beyond GAME AND PRACTICE DAY MAINTENANCE must be approved by the CITY in advance of beginning the work. The ORGANIZATION shall contact the CITY's Public Works Supervisor at the CITY NOTICE ADDRESS for this purpose.

- c. During the season the ORGANIZATION shall strive to ensure that all trash and litter is placed into CITY trash containers. The ORGANIZATION shall remove all excessive amounts of trash and litter not resulting from normal use, e.g. uniform and awards packing materials, food containers, boxes, et al, be removed from the FACILITIES or placed in on-site trash hauler bins.
- d. During the SEASON, the ORGANIZATION will monitor the FACILITIES including, but not limited to, the sports fields and associated amenities, the recreation building and the park restrooms, and will report any problems and maintenance needs to the CITY Public Works Supervisor at the CITY NOTICE ADDRESS

7. FACILITIES SPORT FIELD LIGHTS:

- a. The ORGANIZATION is responsible for turning on and off the sport field lights at the FACILITIES used for the PROGRAM during the SEASON.
- b. The ORGANIZATION is responsible for all usage costs associated with its use of FACILITIES sport field lights used for the PROGRAM during the SEASON. This obligation includes, but is not limited to, any lights inadvertently left on after a scheduled use, and/or for lights used by ORGANIZATION participants for unauthorized games or practices.
- c. The CITY will invoice the ORGANIZATION at the end of each SEASON for the use of the FACILITIES sport field lights in accordance to the CITY's approved MASTER USER FEE SCHEDULE.

8. PROGRAM MANAGEMENT AND ADVERTISING:

- a. The ORGANIZATION, serves as the sole party responsible for the management, oversight, implementation and supervision of the PROGRAM. The CITY shall have no responsibility with regards to the PROGRAM.
- b. The ORGANIZATION is permitted to attach advertising promoting the PROGRAM at any PROGRAM ADVERTISING LOCATION up to six weeks prior to each SEASON. All advertising must be removed within two weeks at the conclusion of the SEASON.
- c. The ORGANIZATION is permitted to attach advertising promoting PROGRAM and/or ORGANIZATION sponsors at any SPONSOR ADVERTISING LOCATION during each SEASON.
- d. All advertising posted by the ORGANIZATION in accordance with this AGREEMENT must comply with current CITY signage standards. The ORGANIZATION is solely responsible for the maintenance of any advertising, including, but not limited to, safety

issues and graffiti. ORGANIZATION must report any graffiti on advertising to the CITY Public Works Supervisor within 18 hours of discovery. ORGANIZATION must remove graffiti from advertising within 24 hours of the CITY documenting the event.

9. HOLD HARMLESS/INSURANCE REQUIREMENTS:

- a. The ORGANIZATION shall indemnify and hold harmless the CITY, its officers, officials, employees and volunteers, from and against all claims, damages, losses and expenses including attorney fees arising from, caused by, or in any way connected with the PROGRAM or ORGANIZATION's use of the FACILITIES.
- b. The ORGANIZATION shall carry a commercial general liability insurance policy or its equivalent with a reputable insurance company with a minimum limit of liability of \$1 million in limits per occurrence with a \$2 million aggregate. The liability insurance policy shall name the CITY as additional insured. The policy shall provide that coverage shall not be canceled, materially changed, or permitted to expire without a sixty (60) day prior written notice to the CITY. Not less than two weeks prior to the start of each SEASON, the ORGANIZATION shall provide to the CITY evidence to the CITY's satisfaction of compliance with this paragraph. ORGANIZATION shall not use the FACILITIES for any purpose prior to providing CITY with evidence of insurance.
- c. Failure to acquire and maintain the insurance required by this AGREEMENT on the part of the ORGANIZATION shall constitute a breach of this AGREEMENT, and shall result in immediate unilateral termination of this AGREEMENT by the CITY.

10. GENERAL PROVISIONS:

- a. This AGREEMENT is personal to ORGANIZATION only and shall not be assigned, transferred or granted. Any assignment, transfer or granting by ORGANIZATION of any portion of this AGREEMENT, or the AGREEMENT in its entirety shall constitute a material breach of this AGREEMENT.
- b. This AGREEMENT shall be deemed to have been executed and delivered within the State of California and the rights and obligations of the parties hereto shall be construed and enforced in accordance with, and governed by, the laws of the State of California.
- c. This AGREEMENT is the entire AGREEMENT between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous oral and written AGREEMENTS and discussions. This AGREEMENT may be amended in writing and signed by the parties.

- d. This AGREEMENT is binding upon and shall inure to the benefit of the parties hereto, their respective agents, employees, representatives, officers, directors, divisions, subsidiaries, affiliates, assigns, heirs, and successors in interest, as applicable.
- e. Each party has cooperated in the drafting and preparation of this AGREEMENT. Any interpretation of this AGREEMENT shall not be construed against any party.
- f. In the event of litigation relating to this AGREEMENT, the prevailing party shall be entitled to attorneys' fees and costs.
- g. This AGREEMENT may be executed in counterparts, and when each party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when taken together with other signed counterparts, shall constitute one AGREEMENT , which shall be binding upon and effective as to all parties.

IN WITNESS WHEREOF both parties have caused this AGREEMENT to be executed on their behalf by their officers duly authorized.

CITY OF CHOWCHILLA ("CITY")

ATTEST

John Chavez, Mayor

Joann McClendon, Interim City Clerk

ORGANIZATION

Rick Herzog, President

Aaron Walter, Vice President



REPORT TO THE CITY COUNCIL

Council Meeting of June 9, 2015

Agenda Section:	<u>New Business</u>
SUBJECT:	Resolution Approving and Authorizing Mayor to Enter Lease Agreement with the Chowchilla District Chamber of Commerce for Use of Public Property
Prepared By:	<u>Laura L. Crane, City Attorney</u>
Approved By:	<u>Carolyn Lehr, Interim City Administrator</u>

RECOMMENDATION:

Staff recommends the Council resolve to approve the attached lease agreement with the Chowchilla District Chamber of Commerce and authorize the Mayor to execute the agreement.

HISTORY / BACKGROUND:

For almost 50 years business owners, civic leaders, and entrepreneurs have joined together to grow the economy and serve the community of Chowchilla through the Chowchilla District Chamber of Commerce. The Chamber consists of businesses, civil and social organizations, and individuals interested in maintaining Chowchilla's heritage and growing the local economy. The Chamber also operates a Visitor's center, provides assistance to merchants, businesses and to the City, with tourism, economic development, and events.

In exchange for the above services and benefits, the City has historically leased space to the Chamber where the Chamber conducts its activities. The attached agreement allows the Chamber to remain at 137 S. Third Street for the next 12 months. The Chamber is not required to pay rent to the City other than the benefits and services discussed above. The Chamber, however, is required to maintain the property and continue its operations.

FINANCIAL IMPACT:

None perceived.

ATTACHMENTS:

Resolution
Lease Agreement

COUNCIL RESOLUTION # -15

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHOWCHILLA APPROVING A LEASE AGREEMENT WITH THE CHOWCHILLA DISTRICT CHAMBER OF COMMERCE

WHEREAS, the Chowchilla District Chamber of Commerce (the "Chamber") provides a substantial public benefit to the City of Chowchilla by its presence in the City, including but not limited to, operating the Visitor's Center, providing assistance to merchants, businesses, and to the City, and providing assistance with tourism, economic development and events; and

WHEREAS, the City has historically leased space at 137 S. Third Street to the Chamber to ensure continued receipt of these important services and benefits; and

WHEREAS, the City desires to continue receiving these important services and benefits; and

WHEREAS, the proposed Lease Agreement is fair and equitable.

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

1. The above recitals are true.
2. The City Council hereby approves and adopts the attached Lease Agreement Between City of Chowchilla and the Chowchilla District Chamber of Commerce.
3. The Mayor is hereby authorized and directed to execute the Lease Agreement for and on behalf of the City of Chowchilla.

PASSED AND ADOPTED by the City Council of the City of Chowchilla at a regular meeting held on the 9th day of June 2015 by the following vote to wit:

AYES:

NOES:

ABSTAINS:

ABSENT:

APPROVED:

John Chavez, Mayor

ATTEST:

Joann McClendon
Interim City Clerk

**LEASE AGREEMENT BETWEEN CITY OF CHOWCHILLA AND THE
CHOWCHILLA DISTRICT CHAMBER OF COMMERCE**

This short term lease agreement (“AGREEMENT”), dated as of June 9, 2015, by and between the City of Chowchilla, a municipal corporation in the County of Madera, State of California (“CITY”), and the Chowchilla District Chamber of Commerce, a California non-profit corporation (“TENANT”), is agreed to as follows:

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

WHEREAS, the CITY recognizes that TENANT provides a substantial public benefit to the City of Chowchilla by its presence in the City, including but not limited to, operating the Visitor’s Center, providing assistance to merchants, businesses, and to the City, and providing assistance with tourism, economic development and events; and

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

1. **PROPERTY.** Pursuant to the terms of this AGREEMENT, TENANT shall be entitled to possession of a portion of property located at 137 S. Third Street, in the City of Chowchilla, California. The portions of the PROPERTY available for TENANT’s possession shall be orally communicated to TENANT on or before June 9, 2015. CITY retains the right to change the PROPERTY at any time.
2. **TERM OF AGREEMENT.** The term of this AGREEMENT shall be for a period beginning June 9, 2015 and shall continue for a term of 12 months.
3. **USE OF PROPERTY.** The PROPERTY shall be used for the sole purposes of acting as a gathering space for TENANT’s members and conducting regular TENANT business that is typical of a chamber of commerce.
 - a. TENANT shall not use or permit the PROPERTY or any portion thereof to be used for any purpose other than the purpose for which the PROPERTY is leased without prior written consent of CITY.
 - b. TENANT shall comply with all federal, state and local procedures to prevent soil, water and air quality degradation; and pay for equipment and devices, including the cost of installation, necessary to meet said requirements.
 - c. TENANT agrees that it will not use or permit the PROPERTY to be used for any unlawful purpose.
 - d. TENANT shall not commit nor suffer to be committed any waste upon the PROPERTY, or any public or private nuisance or other act or thing which may disrupt the normal utilization of the PROPERTY’s surrounding area by the CITY.

- e. TENANT shall, at its sole cost and expense, promptly observe and comply with all laws, orders, regulations, rules, ordinances and requirements now in force or which may hereafter be in force of federal, state, county and city governments or other lawful governmental bodies or any of their departments, bureaus or officers having jurisdiction over the PROPERTY or any of the activities conducted thereon.
4. **MAINTENANCE OF PROPERTY, IMPROVEMENTS, SOIL, WATER AND AIR QUALITY PROTECTION DEVICES.** TENANT shall, at its sole cost and expense, keep and maintain the PROPERTY, improvements and all portions thereof, in safe and sanitary order, in good state of repair, and in proper working order. If TENANT fails to perform its obligations to maintain the PROPERTY, CITY may enter upon the PROPERTY after ten (10) days written notice to TENANT (unless an emergency situation exists, in which case notice is not required), perform such actions as needed to bring the PROPERTY into compliance on TENANT's behalf, and TENANT shall promptly pay the CITY a sum equal to 115% of the cost thereof.
 5. **TERMINATION.** Upon expiration or termination of this AGREEMENT, TENANT shall have no further right or interest in any of the PROPERTY, improvements and equipment thereon, if any, with the sole exception of personal property. CITY shall have the option as to whether any or all improvements or equipment constructed and/or installed on the PROPERTY by TENANT, if any, may be removed by TENANT or whether they shall remain. Should CITY determine that any or all such improvements and equipment shall remain, such improvements and equipment shall immediately become the property of CITY, and TENANT agrees to execute a Bill of Sale transferring all rights, interests and ownership in such improvements to CITY. Should CITY exercise its option of requiring TENANT to remove any or all such improvements or equipment from the PROPERTY, such removal shall be accomplished by TENANT at TENANT's sole cost and expense within 30 days after termination or expiration of this AGREEMENT. If TENANT fails to remove such improvements within said 30-day period, CITY may remove them at TENANT's expense.
 6. **ASSIGNMENTS.** TENANT shall not assign this AGREEMENT or any interest therein, and shall not sublet the PROPERTY or any portion thereof or any rights or privileges appurtenant thereto or suffer any other person (agents and servants of CITY excepted) to occupy or use the PROPERTY or any portion thereof without the CITY's prior written consent. Consent to one assignment subletting, occupation or use by another person shall not be deemed to be consent to any subsequent assignment, subletting, occupation or use.
 7. **ABANDONMENT.** TENANT shall not abandon the PROPERTY described herein at any time during the term hereof. The PROPERTY shall be deemed abandoned following notices as provided by California's Civil Code or should TENANT fail to locate any vehicle at the PROPERTY on any calendar day.
 8. **ALTERATIONS-REMOVAL OF ADDITIONS.** Except as provided in this AGREEMENT, TENANT shall not make or allow to be made any alterations to the PROPERTY or any part thereof without first obtaining the CITY's written consent.

TENANT shall keep the PROPERTY free from any liens arising out of any work performed, materials furnished or obligations incurred by TENANT. In the event the TENANT desires to make any alterations or improvements, plans and specifications thereof shall be submitted to the CITY and if satisfactory, completion thereof shall be made to the CITY's satisfaction.

9. **INSURANCE.**

- a. **GENERAL LIABILITY INSURANCE.** TENANT shall at all times carry commercial general liability insurance which shall provide coverage from any claim or liability for any injury or damage to any person or property occurring on the PROPERTY or arising out of or resulting from the TENANT's operations or omissions on said PROPERTY. The policy limits of general commercial liability policies shall be in not less than One Million Dollars (\$1,000,000).
- b. **PROPERTY DAMAGE.** TENANT shall obtain and maintain insurance coverage on all of TENANT's personal property, trade fixtures and TENANT owned alterations and utility installations located on the PROPERTY. Such insurance shall be full replacement cost coverage with a deductible that does not exceed \$1,000 per occurrence. The proceeds from any such insurance shall be used by TENANT for the replacement of personal property, trade fixtures and TENANT owned alternations and utility installations.
- c. **VERIFICATION OF COVERAGE.** TENANT shall furnish to CITY certificates of insurance with original endorsements effecting coverage required by this AGREEMENT. The certificates and endorsements for each insurance policy(ies) are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates or endorsements are to be received and approved by CITY prior to the commencement date, and thereafter, TENANT shall furnish new certificates 30 days prior to the expiration date of the previous certificate(s). City reserves the right to require complete, certified copies of all prior insurance policies at all times.

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

10. **BREACH; REMEDIES.**

- a. **BREACH.** A “BREACH” is defined as TENANT’s failure to comply with or perform any of the terms, covenants, conditions under this AGREEMENT and the failure of TENANT to cure that BREACH within any applicable grace period.
 - i. TENANT shall be deemed in BREACH if it fails to fulfill any obligation under this AGREEMENT which endangers or threatens life or property.
 - ii. TENANT shall be deemed in BREACH if any of the following events occur: (a) the making of any general arrangement or assignment for the benefit of creditors; (b) becoming a debtor as defined in 11 U.S.C Section 101 or any successor statute thereto (unless, in the case of a petition filed against TENANT, the same is dismissed within 60 days); (c) the appointment of a trustee or receiver to take possession of substantially all of TENANT’S assets located at the PROPERTY or of TENANT’s interest in this AGREEMENT, where possession is not restored to TENANT within thirty (30) days; or (d) the attachment, execution or other judicial seizure of substantially all of TENANT’s assets located at the PROPERTY or of TENANT’s interest in this AGREEMENT, where such seizure is not discharged within 30 days; provided, however, in the event that any provision of this subparagraph is contrary to any applicable law, such provision shall be of no force or effect, and not affect the validity of the remaining provisions.
- b. **REMEDIES.** If TENANT is in BREACH of this AGREEMENT, CITY may, at its option, perform on TENANT’s behalf, and TENANT shall pay to CITY an amount equal to 115% of the costs and expenses CITY incurs in such performance upon receipt of an invoice therefor. CITY may also, with or without further notice or demand, and without limiting CITY in the exercise of any right or remedy which CITY may have by reason of such BREACH:
 - i. Terminate TENANT’s right to possession of the PROPERTY by any lawful means, in which case this AGREEMENT shall terminate and TENANT shall immediately surrender possession of the PROPERTY with all of its improvements and equipment to CITY, keeping only TENANT’s personal property. In such event, CITY shall be entitled to recover from TENANT (a) the unpaid rent which had been earned at the time of the termination; (b) the worth at the time of award of the amount by which the unpaid rent which would have been earned after termination until the time of award exceeds the amount of such rental loss that TENANT proves could have been reasonably avoided; (c) the worth at the time of award of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of such rental loss that the TENANT proves could be reasonably avoided; and

(d) any other amount necessary to compensate CITY for all the detriment proximately caused by TENANT's failure to perform its obligations under this AGREEMENT or which the ordinary course of things would be likely to result therefrom, including but not limited to the cost of recovering possession of the PROPERTY, expenses or reletting, including necessary renovation and alteration of the PROPERTY, reasonable attorneys' fees, and that portion of any leasing commission paid by CITY in connection with this AGREEMENT applicable to the unexpired term of this AGREEMENT. The worth at the time of award of the amount referred to in provision (c) of the immediately preceding sentence shall be computed by discounting such amount at the discount rate of the Federal Reserve Bank of the District within which the PROPERTY is located at the time of award plus one percent. Efforts by City to mitigate damages caused by TENANT's BREACH of this AGREEMENT shall not waive CITY's right to recover any damages to which CITY is otherwise entitled. If termination of this AGREEMENT is obtained through the provision remedy of unlawful detainer, CITY shall have the right to recover in such proceeding any unpaid rent and damages as are recoverable therein, or CITY may reserve the right to recover all or any part thereof in a separate suit. If notice and grace period required under this AGREEMENT was not previously given, a notice to pay rent or quit, or to perform or quit given to TENANT under the unlawful detainer statute shall constitute the notice required by this AGREEMENT. In such case, the applicable grace period and the unlawful detainer statute shall run concurrently, and TENANT's failure to cure within the greater of the two periods shall constitute both an unlawful detainer and a BREACH of this AGREEMENT entitling CITY to the remedies provided for in this AGREEMENT and/or by said statute.

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

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

shall not be in breach if performance is commenced within such thirty (30) day period and thereafter diligently pursued to completion.

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

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

14. **NOTICES.**

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

If to TENANT:

Chowchilla District Chamber of Commerce
P.O. Box 638
Chowchilla, CA 93610
Fax: (559) 665-0896

If to CITY:

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

With copy to:

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

- b. **DATE OF NOTICE.** Any notice sent by registered or certified mail, return receipt requested, shall be deemed given on the date of delivery shown on the receipt card, or if no delivery date is shown, the postmark thereon. If sent by regular mail, the notice shall be deemed given 72 hours after the same is addressed as required herein and mailed with postage prepaid. Notices delivered by United States Express Mail or overnight courier that guarantees next day delivery shall be deemed given 24 hours after delivery of same to the Postal Service or courier. Notices transmitted by facsimile transmission shall be deemed delivered upon confirmation of receipt. If notice is received on a Saturday, Sunday or legal holiday, it shall be deemed received on the next business day.
15. **NONDISCRIMINATION.** TENANT for itself, its personal representatives, successors in interest, and assigns, as part of the consideration hereto, does hereby covenant and agree as a covenant running with the land, that:
- a. No person on the grounds of race, color, or national origin shall be excluded from participation, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities;
 - b. In the construction of improvements on, over or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits, or otherwise be subjected to discrimination; and
 - c. In the event of breach of any of the above nondiscrimination covenants, the City of Chowchilla shall have the right to terminate this AGREEMENT and to re-enter and repossess said land, and hold the same as if said AGREEMENT had never been made or issued.
16. **NO RIGHT TO HOLDOVER.** TENANT has no right to retain possession of the PROPERTY or any part thereof beyond the expiration or termination of this AGREEMENT. In the event that TENANT holds over, then a monthly fee of \$500.00 shall become due on the first of each month during such holdover. Nothing contained herein shall be construed as consent by CITY of any holding over by TENANT.
17. **WAIVER.** The exercise of any right, option or privilege hereunder by CITY shall not exclude CITY from exercising any and all other rights, privileges and options, or privilege hereunder and shall not be deemed a waiver of said right, option, or privilege nor shall it relieve the TENANT from his obligation to perform each and every covenant, term, provision and condition on the part of TENANT to be performed hereunder or from damages or other remedy for failure to perform or meet the obligations of this AGREEMENT.
18. **CUMULATIVE REMEDIES.** No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.
19. **NO PRIOR AGREEMENTS.** This AGREEMENT represents the entire contract and supersedes all other promises, representation and understanding with reference to or in consideration of the subject matter thereof

20. **ATTORNEYS' FEES.** If any party to this AGREEMENT brings an action or proceeding involving the PROPERTY or this AGREEMENT, whether founded in tort, contract or equity, the PREVAILING PARTY (as defined hereunder) in any such proceeding, action, or appeal thereon, shall be entitled to reasonable attorneys' fees. Such fees may be awarded in the same suit or recovered in a separate suit, whether or not such action or proceeding is pursued to decision or judgment. The term "PREVAILING PARTY" shall include, without limitation, a party who substantially obtains or defeats the relief sought, as the case may be, whether by compromise, settlement, judgment, or the abandonment by the other party of its claim or defense. The attorneys' fees award shall not be computed in accordance with any court fee schedule, but shall be such as to fully reimburse all attorneys' fees reasonably incurred. In addition, CITY shall be entitled to attorneys' fees, costs and expenses incurred in the preparation and service of notices of BREACH and consultations in connection therewith, whether or not a legal action is subsequently commenced in connection with such BREACH (\$200 is a reasonable minimum per occurrence for such services and consultation.)
21. **CITY'S ACCESS; REPAIRS.** CITY and CITY's agents shall have the right to enter the PROPERTY at any time, in case of an emergency, and otherwise at reasonable times after reasonable prior notice for the purpose of showing the same to prospective purchasers, lenders, tenants or governmental agencies, and making such alterations, repairs, improvements or additions to the PROPERTY as CITY may deem necessary or desirable and the erecting, using and maintaining of utilities, services, pipes and conduits through the PROPERTY and/or other premises as long as there is no material adverse effect to TENANT's use of the PROPERTY. CITY will conduct an annual inspection of all improvements and equipment located on the PROPERTY. Such inspection shall not in any way be deemed an approval to the condition of the improvements or equipment's condition. All such activities shall be without abatement of rent or liability to TENANT.
22. **FORCE MAJEURE.** CITY shall not be in breach of this AGREEMENT in the event that TENANT's access to the PROPERTY is temporarily interrupted or continued for any of the following reasons: riots, wars, sabotage, civil disturbances, insurrection, explosion, natural disasters such as floods, earthquakes, land slides, fires, or other catastrophic events which are beyond the reasonable control of CITY. Events of force majeure and other catastrophic events do not include labor disturbances, the financial inability of TENANT to perform each and every obligation of the AGREEMENT or failure of TENANT to obtain any necessary permit(s) or license(s) or any other certification or entitlement necessary for TENANT to perform the services defined by this AGREEMENT from any government agency or TENANT's inability to obtain or maintain the right to use facilities of public utilities or such failure is due solely to TENANT's acts or omissions.
23. **AMENDMENTS.** This AGREEMENT may be modified only in writing, signed by the parties in interest at the time of the modification.
24. **SEVERABILITY.** If any of the provisions contained in this AGREEMENT shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision(s) of this AGREEMENT

and this AGREEMENT shall be construed as if such invalid, illegal or unenforceable provision had not been contained in this AGREEMENT.

25. **BINDING EFFECT ON CITY.** Neither this AGREEMENT nor any amendments or supplements hereto shall be binding on CITY unless and until it is signed in CITY's behalf by a representative duly authorized by its City Council and a copy thereof so signed is delivered to TENANT.

CITY AND TENANT HAVE CAREFULLY READ AND REVIEWED THIS AGREEMENT AND EACH TERM AND PROVISION CONTAINED HEREIN, AND BY THE EXECUTION OF THIS AGREEMENT SHOW THEIR INFORMED AND VOLUNTARY CONSENT THERETO. THE PARTIES HEREBY AGREE THAT, AT THE TIME THIS AGREEMENT IS EXECUTED, THE TERMS OF THIS AGREEMENT ARE COMMERCIALY REASONABLE AND EFFECTUATE THE INTENT AND PURPOSE OF CITY AND TENANT WITH RESPECT TO THE PROPERTY.

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

CITY OF CHOWCHILLA:

TENANT(s):

By: _____
John Chavez, Mayor

Owner/Authorized Agent

Owner/Authorized Agent



REPORT TO THE CITY COUNCIL

Council Meeting of June 9, 2015

Agenda Section: New Business

SUBJECT: **Annual Budget Workshop for Fiscal Year 2015-2016**

Prepared By: Rod Pruett, Finance Director

Approved By: Carolyn Lehr, Interim City Administrator

RECOMMENDATION:

Review the proposed budget and direct staff to make any revisions desired, in preparation for formal adoption of the City Budget tentatively scheduled for the June 23, 2015 City Council meeting.

HISTORY / BACKGROUND:

Each year staff presents the proposed budget in draft form to Council during a Budget Workshop. The goal of the workshop is for Council to review the proposed budget and identify/recommend any potential changes to the budget.

BUDGET WORKSHOP PROCESS:

- Finance Director to walk through the proposed budget and provide detailed explanations of the budget projections and assumptions that have been made
- Provide a question and answer session
- Identify/recommend any proposed changes to the budget

SUMMARY:

The Budget Workshop is an interactive process with the City Council and members of the public that provides preliminary budget proposals along with explanations of assumptions made and analysis of revenue and expenditure estimates in a manner that is entirely public and transparent. From this exercise, Council will provide further guidance in the preparation of the final budget document to be approved by Council later this month.

FINANCIAL IMPACT:

The fund summaries for each City and Agency fund are contained in the proposed budget and reflect the net changes in fund balances.

SUPPLEMENT ATTACHED:

FY 2015-2016 proposed budget Power Point presentation and related supplemental documents to be provided under separate cover by Monday June 8, 2015.