



AMENDED AGENDA REGULAR MEETING

JOINT CHOWCHILLA CITY COUNCIL / ★ REDEVELOPMENT SUCCESSOR AGENCY

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

July 14, 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. 112 at least 4 days prior to the meeting.

CALL TO ORDER

ROLL CALL

Mayor/Chairman: John Chavez

Mayor Pro Tem/Vice Chair: Waseem Ahmed

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

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

PUBLIC ADDRESS – CLOSED SESSION

This time is reserved for members of the audience to address the City Council/Agency Board on items listed on the closed session agenda only. It is recommended that speakers limit their comments to no more than 3 minutes each. Speakers are asked to please use the microphone and provide their name for the record. Any handouts should be provided to the City Clerk/Board Clerk who will distribute them to the Council/Agency Board and appropriate staff.

CLOSED SESSION – 6:00 PM

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

1. CONFERENCE WITH LEGAL COUNSEL-ANTICIPATED LITIGATION

Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Section 54956.9

Number of potential cases: 16

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:** Mr. Alfred Hansen**CLOSED SESSION REPORT:****CEREMONIAL / PRESENTATIONS – Section 1****1.1 Acknowledgement of Community Events Donations:**

- ~ *Chowchilla Lioness-Lions Club*
- ~ *Chowchilla Insurance Agency*
- ~ *Cota Cole, LLP Law Firm*
- ~ *Chowchilla District Chamber of Commerce*
- ~ *Loyalty Pharmacy*
- ~ *Chowchilla Rotary Club*
- ~ *Dan and Jacki Flanagan*

1.2 Caltrans Presentation - Highway 99/233 Interchange**WORKSHOPS**

Discussion Regarding Transit Services

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 Approval of the June 23, 2015 Regular City Council Meeting Minutes (McClendon) P. 5**
- 3.2 Approval of General Payments and Payroll for the Month of June 2015 (Pruett) P. 9**
- 3.3 Consideration of Monthly Financial Reports (Pruett) P. 28**

PUBLIC HEARINGS – Section 4

- 4.1 Council Resolution # -15, Amending Conditions of Approval of Subdivision Map No. 04-0028, Greenhills Subdivision Village East Recreational Vehicle Park (Perkins) P. 33**
- 4.2 Council Resolution # -15, to Levy and Collect 2012-13 Annual Assessment on the Landscaping and Lighting Maintenance District (Locke) P. 45**

DEFERRED BUSINESS – Section 5

- 5.1 Second Reading, Ordinance #474-15 of the City Council of the City of Chowchilla Adding Section 15.50 to the Chowchilla Municipal Code Relating to Expedited Permitting Procedures for Small Residential Rooftop Solar Systems (City Attorney) P. 108**

NEW BUSINESS – Section 6

- 6.1 Council Resolution # -15, Consideration of an Extension of Vesting Tentative Subdivision Map No. 05-0056 for the Woodcrest Subdivision (Perkins) P. 114**
- 6.2 Consideration of Firework Permits for the Years of 2016 & 2017 (Turner) P. 119**
- 6.3 Council Resolution # -15, Approval of Program Supplement Agreement No. 014-N for Alview-Dairyland Unified School District School Bus Project and Authorizing City Engineer/ Public Works Director to Sign Agreement and Related Documents for Submittal to Caltrans (Locke) P. 128**
- 6.4 Council Resolution # -15, Authorizing City Designee(s) to Make Application for and to Sign Appropriate Documentation for Governor's Office of Emergency Services Grant Program for Transit Projects in the Amount of \$9,115 (Piepenbrok) P. 136**
- 6.5 Council Resolution # -15, Authorizing the City Administrator to Issue Request for Qualifications for On-Call Engineering Services (Locke) P. 147**
- 6.6 Council Resolution # -15, Authorizing the City Administrator to Apply to the State Water Board for Emergency Funds to Purchase and Install a Supervisory Control and Data Acquisition (SCADA) System (Locke) P. 160**
- 6.7 Council Resolution # -15, Authorizing the Acceptance of Funding from the Community Corrections Partnership to Fund the Hiring of an Additional Police Officer (Riviere) P. 164**

- 6.8 Council Resolution # -15, Approving an Agreement for Special Services with Liebert Cassidy Whitmore for Central Valley Employment Relations Consortium Services (Haddix) P. 172**
- 6.9 Consideration of Affirmation of a Claim Submitted by Ameriprise Auto & Home Insurance on behalf of Joseph Roman (Haddix) P. 178**
- 6.10 Council Resolution # -15, Designating Those Officers Having the Authority to Approve Transactions, including Deposits and Withdrawals, to Tri Counties Accounts on Behalf of the City (Pruett) P. 179**
- 6.11 Council Resolution # -15, Authorizing the Investment of Monies in the Local Agency Investment Fund and Designating Officers with the Authority to Make Deposits and Withdrawals (Pruett) P. 182**
- ★ 6.12 Agency Resolution # -15, Designating Those Officers Having the Authority to Approve Transactions, including Deposits and Withdrawals, to Tri Counties Accounts on Behalf of the Successor Agency of the Chowchilla Redevelopment Agency (Pruett) P. 185**
- 6.13 Resolution # -15, Approving a Master Agreement between the Madera County Transportation Commission (MCTC) and the City of Chowchilla for the Fiscal Year 2014/2015 allocation of RSTP Exchange Funding (Dueker/Pruett) P. 188**
- 6.14 Resolution # -15, Approving the Fiscal Year 15/16 Transit Agreement with the County of Madera for Chowchilla Area Transit Express (CATX) to Provide Service to Portions of the County Around Chowchilla (Piepenbrok) P. 196**
- 6.15 Resolution # -15, Approving a Month-to-Month Extension of the Existing Agreement with the Merced Transportation Company to Provide Transit Services Through the CATX and CatLinx Systems (Piepenbrok) P. 221**
- 6.16 Consideration of Reinstating the Position of Community & Economic Development Director (Haddix) P. 224**

ANNOUNCEMENTS – Section 7

JUL 15	Planning Commission Meeting, City Hall, 7PM
JUL 16	Sizzlin' Summer Nights Music in the Park Concert, Veterans Memorial Park, 7PM
JUL 17	Starry Summer Nights Cinema Movie in the Park, Veterans Memorial Park, Sunset
JUL 21	Parks & Recreation Commission Meeting, City Hall, 7PM
JUL 23	Sizzlin' Summer Nights Music in the Park Concert, Veterans Memorial Park, 7PM
JUL 24	City Hall Closed

ADJOURNMENT

I, Joann McClendon, Interim City Clerk for the City of Chowchilla, declare under penalty of perjury that I posted the above City Council/Redevelopment Successor Agency Agenda for the meeting of July 14, 2015 at the Chowchilla Civic Center, 130 S Second Street on July 9, 2015 at 5:45 p.m.

/s/

Joann McClendon
Interim City Clerk



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

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

June 23, 2015

CALL TO ORDER

ROLL CALL

Mayor/Chairman: John Chavez

Mayor Pro Tem/Vice Chair: Waseem Ahmed

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

City Staff and Contract Employees Present: City Administrator Brian Haddix, City Attorney Dennis Cota, Police Chief Dave Riviere, Fire Chief Harry Turner, Engineer/Public Works Director Craig Locke, Finance Director Rod Pruet, Community Relations Manager Marty Piepenbrok, and Interim City Clerk Joann McClendon.

PUBLIC ADDRESS – CLOSED SESSION

None.

CLOSED SESSION – 6:00 PM

- 1. **CONFERENCE WITH LEGAL COUNSEL-ANTICIPATED LITIGATION**
Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Section 54956.9
Number of potential cases: 16
- 2. **CONFERENCE WITH LEGAL COUNSEL-ANTICIPATED LITIGATION**
Initiation of litigation pursuant to paragraph (4) of subdivision (d) of Section 54956.9
Number of potential cases: 1

OPEN SESSION – 7:09 PM

PLEDGE OF ALLEGIANCE: Council Member Mary Gaumnitz

INVOCATION: Mr. Alfred Hansen

CLOSED SESSION REPORT: No reportable action.

CEREMONIAL / PRESENTATIONS – Section 1

- 1.1 **Proclamations: Madera County Arts Council
Pacific Gas & Electric**

PUBLIC ADDRESS

John Anderson introduced himself to council as a representative for District 12 Senator Anthony Canella.

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

City Administrator Brian Haddix reminded Council of the State of the City presentation of July 15, 2015. Please forward all RSVP's to Interim City Clerk McClendon.

City Administrator Haddix reported that in an effort to introduce himself as the newly appointed City Administrator of the City and become familiar with the various outer-agencies, over the last two weeks he has met with Rancho Calera regarding future development; met with Merced Transit; High Speed Rail; attended a Madera County Transit Commission meeting; Greenhills Home Owners Association; Planning Commission; and attended the Central Division LCC meeting in Modesto with Engineer/Public Works Director Craig Locke and Community Relations Manager Marty Piepenbrok.

Community Relations Manager Marty Piepenbrok reminded council of the first Sizzling Summer Nights concert series scheduled for Thursday, June 25, 7PM at Veterans Park and the Fireworks Festival, Sunday July 5 at the Chowchilla Fairgrounds.

CONSENT CALENDAR – Section 3**3.1 Approval of the June 9, 2015 Special City Council Meeting (McClendon)****3.2 Approval of the June 9, 2015 Regular City Council Meeting (McClendon)****3.3 Consideration of Monthly Financial Reports (Pruett)**

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

PUBLIC HEARINGS – Section 4**DEFERRED BUSINESS – Section 5****NEW BUSINESS – Section 6**

6.1 Ordinance of the City Council of the City of Chowchilla Adding Section 15.50 to the Chowchilla Municipal Code Relating to Expedited Permitting Procedures for Small Residential Rooftop Solar Systems (City Attorney)

Motion by Council Member Walker, seconded by Mayor Pro Tem Ahmed to Waive the First Reading of Section 15.50 to the Chowchilla Municipal Code Relating to Expedited Permitting Procedures for Small Residential Rooftop Solar Systems and Bring the Item Back for a Second Reading at the July 14, 215 City Council Meeting. Motion passed unanimously by roll call vote.

6.2 Consideration of Appointment of Voting Delegate to League of California Cities (LCC) 2015 Annual Conference (Haddix)

Spoke:
John Scurfield

Motion by Council Member Walker, seconded by Council Member Gaumnitz to select Council Member Haworth as Voting Delegate and Mayor Pro Tem Ahmed as Alternate Voting Delegate at the 2015 League of California Cities Annual Conference in San Jose, CA. Motion passed unanimously by roll call vote.

6.3 Resolution # 41-15, Approving Madera CTC 15/16 Funding Request for the Valley Voice Program \$1,877.00 (Locke)

Motion by Council Member Gaumnitz seconded by Council Member Haworth to Approve Council Resolution # 41-15, Approving Madera County Transportation Commission 15/16 Funding Request for the Valley Voice Program in the Amount of \$1,877.00. Motion passed unanimously by roll call vote.

6.4 Resolution # 42-15, Intention to Levy and Collect the 2012-2013 Annual Assessment for Landscaping and Lighting Maintenance District No. 90-1 of the City of Chowchilla and Setting a Date for Public Hearing on the Levy of the Proposed Assessment (Locke)

Motion by Council Member Walker, seconded by Mayor Pro Tem Ahmed to Approve Council Resolution # 42-15, To Declare no New Improvements or Substantial Changes in Existing Improvements to Landscaping and Lighting Maintenance District No. 90-1 of the City of Chowchilla, Adopt City engineer's Report, Declare Intentions to Levy and Collect Assessments with the District for the (amended) 2015/2016 Fiscal Year. Motion passed unanimously by roll call vote.

6.5 Resolution # 43-15, Approval of an Industrial Incentive Program (Haddix)

Motion by Mayor Pro Tem Ahmed, seconded by Council Member Walker to Approve Council Resolution # 43-15, Enacting an Industrial Incentives Program to Reduce the Start Up Cost of Businesses Constructing New Facilities on Land Within the City that is Zoned L-I or H-I. Motion passed unanimously by roll call vote.

6.6 Council Resolution # -15, Approval of Revised Long Term Property Management Plan Pursuant to Health and Safety Code Section 34191.5 (Pruett)

and

- ★ **Successor Agency Resolution # -15, Approval of a Revised Long-Range Property Management Plan Pursuant to Health and Safety Code Section 34191.5 (Pruett)**

Motion by Council Member Haworth, Seconded by Mayor Pro Tem Ahmed to pull this item for further review and to be brought back to the July 14, 2015 City Council meeting. Motion passed unanimously by roll call vote.

6.7 Resolution # 44-15, Approval of the Drought Contingency Plan for the City of Chowchilla Water Department (Locke)

Motion by Council Member Walker, seconded by Council Member Haworth to Approve Council Resolution # **44-15**, Approving the Drought Contingency Plan for the City of Chowchilla Water Department. Motion passed unanimously by roll call vote.

6.8 Annual Budget Adoption for Fiscal Year 2015/2016 (Pruett)

Motion by Council Member Gaumnitz, seconded by Mayor Pro Tem Ahmed, to Approve Council Resolution # **45-15**, Adopting the Budgets of the City of Chowchilla and the Successor Agency for the Fiscal Year July 1, 2015 Through June 30, 2016. Motion passed unanimously by roll call vote.

ANNOUNCEMENTS – Section 7

JUN 25	Music in the Park Concert, Veterans Memorial Park, 7PM
JUN 26	City Hall Closed
JUL 2	Music in the Park Concert, Veterans Memorial Park, 7PM
JUL 3	City Hall Closed – Independence Day Holiday
JUL 5	Lions Club Fireworks, Chowchilla Fairgrounds, 6PM
JUL 9	Music in the Park Concert, Veterans Memorial Park, 7PM
JUL 10	City Hall Closed
JUL 11-16	Little League All-Star Tournament, R C Wisener
JUL 14	City Council Meeting, City Hall, 7PM

ADJOURNMENT

Adjourned in Memory of Retired K-9 Kilo

Motion by Council Member Walker, seconded by Mayor Pro Tem to adjourn the June 23, 2015 Joint City Council / Redevelopment Successor Agency meeting at 9:30 p.m. Motion passed unanimously by voice vote.

ATTEST:

APPROVED:

Joann McClendon
Interim City Clerk

John Chavez
Mayor



REPORT TO THE CITY COUNCIL

Council Meeting of July 14, 2015

Agenda Section:	<u>Consent</u>
SUBJECT:	Consideration of Monthly Invoice Payment Authorization Request
Authorized By:	<u>Rod Pruett, Finance Director</u>
Approved By:	<u>Brian Haddix, City Administrator</u>

RECOMMENDATION

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

HISTORY / BACKGROUND

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

FINANCIAL ANALYSIS

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

ATTACHMENTS

Invoice listing & warrants

Report Criteria:
 Report type: Invoice detail

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice GL Account	Check Amount	
06/15	06/25/2015	50416	2511	Cook's Communication	Upfitting of Replacement K9 Vehicle	603-1715-0000-501	10,349.13-	V
Total 50416:							10,349.13-	
06/15	06/10/2015	50422	12711	Joshua Carter	Settlement Agreement	100-1615-0000-899	.00	V
Total 50422:							.00	
06/15	06/10/2015	50423	12711	Joshua Carter	Settlement Agreement	100-1615-0000-335	10,227.56	
06/15	06/10/2015	50423	12711	Joshua Carter	Settlement Agreement	100-1615-0000-899	7,227.56-	
Total 50423:							3,000.00	
06/15	06/15/2015	50424	86	A-C Electric Company	Electrical repairs to City Wells	205-7605-0000-317	671.12	
Total 50424:							671.12	
06/15	06/15/2015	50425	421	AmeriPride	Supplies for Animal shelter	100-2805-0000-315	66.25	
06/15	06/15/2015	50425	421	AmeriPride	mats for Civic Center	100-1705-0000-315	59.18	
06/15	06/15/2015	50425	421	AmeriPride	Supplies for PD	100-2610-0000-315	33.18	
06/15	06/15/2015	50425	421	AmeriPride	mats for Civic Center	100-1705-0000-315	59.18	
06/15	06/15/2015	50425	421	AmeriPride	Supplies for the WWTP	215-5705-0000-315	15.68	
06/15	06/15/2015	50425	421	AmeriPride	mats for Civic Center	100-1705-0000-315	59.18	
06/15	06/15/2015	50425	421	AmeriPride	Monthly service at the Senior Center	100-6615-0000-315	33.68	
Total 50425:							326.33	
06/15	06/15/2015	50426	511	Animal Medical Center	Vet Care for Stray	100-2805-0000-324	108.75	
Total 50426:							108.75	
06/15	06/15/2015	50427	616	ASCAP	License fee 6/1/15-5/31/16	100-6625-0000-336	337.08	
Total 50427:							337.08	
06/15	06/15/2015	50428	1281	BSK Associates	Waste Water Testing	215-5705-0000-350	65.00	

M = Manual Check, V = Void Check

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice GL Account	Check Amount
06/15	06/15/2015	50428	1281	BSK Associates	Supplies for the WWTP	215-5705-0000-350	81.25
06/15	06/15/2015	50428	1281	BSK Associates	Waste Water Testing	215-5705-0000-350	65.00
Total 50428:							211.25
06/15	06/15/2015	50429	1781	Caselle, Inc.	Contracted Support Services May 2015	603-1720-0000-302	660.00
Total 50429:							660.00
06/15	06/15/2015	50430	1856	CDW Government, Inc.	Supplies for PD	100-2618-1202-320	335.20
Total 50430:							335.20
06/15	06/15/2015	50431	12713	Charles Brian Haddix	Lunch W/Admin & Council to Discuss Personnel	100-1710-0000-307	40.45
Total 50431:							40.45
06/15	06/15/2015	50432	2046	Chem Quip	Chlorine for Water Wells;	205-7605-0000-346	777.66
06/15	06/15/2015	50432	2046	Chem Quip	Chlorine for Water Wells;	205-7605-0000-346	678.24
06/15	06/15/2015	50432	2046	Chem Quip	Credit for Container Deposit	205-7605-0000-346	276.00-
Total 50432:							1,179.90
06/15	06/15/2015	50433	2131	Chowchilla Dolt Best	Supplies for the WWTP	215-5705-0000-315	44.98
06/15	06/15/2015	50433	2131	Chowchilla Dolt Best	Supplies for the WWTP	215-5705-0000-315	8.62
06/15	06/15/2015	50433	2131	Chowchilla Dolt Best	Supplies for the VMP restrooms	100-6620-0000-315	38.15
06/15	06/15/2015	50433	2131	Chowchilla Dolt Best	Supplies VMP restroom repairs	100-6620-0000-315	25.47
06/15	06/15/2015	50433	2131	Chowchilla Dolt Best	Credit for returned items	100-6620-0000-315	1.08-
06/15	06/15/2015	50433	2131	Chowchilla Dolt Best	Supplies for VMP restrooms	100-6620-0000-315	15.37
06/15	06/15/2015	50433	2131	Chowchilla Dolt Best	Supplies for the VMP restrooms	100-6620-0000-315	1.61
06/15	06/15/2015	50433	2131	Chowchilla Dolt Best	Supplies for the parks dept	100-6620-0000-315	21.77
06/15	06/15/2015	50433	2131	Chowchilla Dolt Best	Supplies for the Parks Dept	100-6620-0000-315	4.52
06/15	06/15/2015	50433	2131	Chowchilla Dolt Best	Supplies for the Vandalism repairs at VMP	100-6620-0000-315	8.66
06/15	06/15/2015	50433	2131	Chowchilla Dolt Best	Supplies for the VMP restrooms	100-6620-0000-315	21.30
06/15	06/15/2015	50433	2131	Chowchilla Dolt Best	Supplies for the VMP restrooms	100-6620-0000-315	3.23
06/15	06/15/2015	50433	2131	Chowchilla Dolt Best	Supplies for the Parks dept	100-6620-0000-315	2.26
06/15	06/15/2015	50433	2131	Chowchilla Dolt Best	Vandalism repair supplies for VMP	100-6620-0000-315	11.41

M = Manual Check, V = Void Check

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice GL Account	Check Amount
Total 50433:							206.27
06/15	06/15/2015	50434	2136	Chowchilla Employees Assn.	Employee Contribution	702-0200-0000-040	50.00
Total 50434:							50.00
06/15	06/15/2015	50435	12408	Chowchilla Mid-Management	Employee Contributions	702-0200-0000-040	300.00
Total 50435:							300.00
06/15	06/15/2015	50436	2166	Chowchilla Office	Employee Contributions	702-0200-0000-040	175.00
Total 50436:							175.00
06/15	06/15/2015	50437	2171	Chowchilla Peace Officers	Employee Contribution	702-0200-0000-040	903.00
Total 50437:							903.00
06/15	06/15/2015	50438	11622	Cota Cole LLP	Professional Fees for May 2015	100-1615-0000-335	8,659.57
06/15	06/15/2015	50438	11622	Cota Cole LLP	Professional Fees for May 2015	100-1615-0000-335	1,121.00
06/15	06/15/2015	50438	11622	Cota Cole LLP	Professional Fees for May 2015	100-1615-0000-335	1,178.00
06/15	06/15/2015	50438	11622	Cota Cole LLP	Professional Fees for May 2015	100-1615-0000-335	1,645.40
06/15	06/15/2015	50438	11622	Cota Cole LLP	Professional Fees for May 2015	100-1615-0000-335	2,341.91
06/15	06/15/2015	50438	11622	Cota Cole LLP	Professional Fees for May 2015	100-1615-0000-335	600.87
06/15	06/15/2015	50438	11622	Cota Cole LLP	Professional Fees for May 2015	100-1615-0000-335	2,584.00
06/15	06/15/2015	50438	11622	Cota Cole LLP	Professional Fees for May 2015	100-1615-0000-335	10,849.00
06/15	06/15/2015	50438	11622	Cota Cole LLP	Professional Fees for May 2015	100-1615-0000-335	7,486.00
Total 50438:							36,465.75
06/15	06/15/2015	50439	12643	David Leonard Associates	Services- Rancho Calera	701-0200-0000-042	712.50
Total 50439:							712.50
06/15	06/15/2015	50440	3676	Ewing Irrigation Products Inc.	Irrigation repair parts for Well #4	205-7605-0000-317	140.61
Total 50440:							140.61

M = Manual Check, V = Void Check

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice GL Account	Check Amount
06/15	06/15/2015	50441	3711	Farmers Hardware	supplies Engine #5	100-2705-0000-320	.51
06/15	06/15/2015	50441	3711	Farmers Hardware	Supplies for Well #4	205-7605-0000-317	8.30
06/15	06/15/2015	50441	3711	Farmers Hardware	Supplies for Water	205-7605-0000-317	1.61
06/15	06/15/2015	50441	3711	Farmers Hardware	Supplies for VMP	100-6620-0000-315	2.79
06/15	06/15/2015	50441	3711	Farmers Hardware	Supplies for Water	205-7605-0000-317	7.84
06/15	06/15/2015	50441	3711	Farmers Hardware	Supplies for Water	205-7605-0000-317	16.19
06/15	06/15/2015	50441	3711	Farmers Hardware	Supplies for Water	205-7605-0000-317	6.89
Total 50441:							44.13
06/15	06/15/2015	50442	12212	Fastenal Company	VMP restroom supplies	100-6620-0000-315	29.56
06/15	06/15/2015	50442	12212	Fastenal Company	Supplies for the VMP restrooms	100-6620-0000-315	16.20
06/15	06/15/2015	50442	12212	Fastenal Company	Supplies for the Streets Dept	305-3620-4000-317	20.38
06/15	06/15/2015	50442	12212	Fastenal Company	Supplies for the Parks dept	100-6620-0000-317	80.38
06/15	06/15/2015	50442	12212	Fastenal Company	Return supplies for the Parks dept	100-6620-0000-317	80.38
06/15	06/15/2015	50442	12212	Fastenal Company	Supplies for the Parks Dept	100-6620-0000-315	11.25
06/15	06/15/2015	50442	12212	Fastenal Company	Parks Safety Equipment	100-6620-0000-302	56.41
Total 50442:							133.80
06/15	06/15/2015	50443	12685	Feliciano, Ana	Refund for Park Pavilion Reservation	100-6620-0000-841	85.00
Total 50443:							85.00
06/15	06/15/2015	50444	3836	Fitness Peak	Employee Contribution	702-0200-0000-040	122.50
Total 50444:							122.50
06/15	06/15/2015	50445	11469	Intellipay, Inc.	Credit Card Transactions Fees	100-1720-0000-302	52.00
Total 50445:							52.00
06/15	06/15/2015	50446	5246	Interstate Battery	Batteries for the Parks Dept	100-6620-0000-320	442.58
Total 50446:							442.58
06/15	06/15/2015	50447	12707	Jones, Gerald A	deposit refund for 2615 Amalfi	205-0200-0000-043	63.34

M = Manual Check, V = Void Check

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice GL Account	Check Amount
Total 50447:							63.34
06/15	06/15/2015	50448	12179	Keenan Associates	Monthly Admin of Insurances July	702-0100-0000-023	1,200.00
Total 50448:							1,200.00
06/15	06/15/2015	50449	12593	Lehr, Carolyn	Lodging for 5/10/15 to 5/21/15 per contract	100-1710-0000-336	1,319.88
06/15	06/15/2015	50449	12593	Lehr, Carolyn	Lodging for 5.24.15 to 6/5/15 per Contract	100-1710-0000-336	1,319.88
06/15	06/15/2015	50449	12593	Lehr, Carolyn	Flower for Employee Retirement	100-1710-0000-306	32.39
06/15	06/15/2015	50449	12593	Lehr, Carolyn	Lodging for 6/7/15-6/11/15 per Contract	100-1710-0000-336	549.95
06/15	06/15/2015	50449	12593	Lehr, Carolyn	Lunch Meeting regarding Rancho Calera	100-1710-0000-307	49.63
Total 50449:							3,271.73
06/15	06/15/2015	50450	6771	Merced Fence Company	Repairs to the corp yard gate	205-7605-0000-315	525.00
Total 50450:							525.00
06/15	06/15/2015	50451	7176	Myers Stevens & Toohey & Co In	PD Disability Insurance for July 2015	702-0100-0000-023	494.50
Total 50451:							494.50
06/15	06/15/2015	50452	7281	NBS Government Finance	contracted services	540-4830-0000-336	75.00
Total 50452:							75.00
06/15	06/15/2015	50453	12214	NR Cleaning Services	Monthly service at the Public Restrooms	100-6620-0000-315	510.00
06/15	06/15/2015	50453	12214	NR Cleaning Services	janitorial services Civic Center	100-1705-0000-315	1,030.00
Total 50453:							1,540.00
06/15	06/15/2015	50454	7516	Office Depot	Office Supplies Admin	100-1610-0000-300	31.55
06/15	06/15/2015	50454	7516	Office Depot	Office Supplies Admin	100-1610-0000-300	31.06
06/15	06/15/2015	50454	7516	Office Depot	supplies for Finance	100-1720-0000-300	57.14
Total 50454:							119.75
06/15	06/15/2015	50455	12705	Ortiz, Sergio	deposit refund for 574 Juniper	205-0200-0000-043	81.85

M = Manual Check, V = Void Check

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice GL Account	Check Amount
Total 50455:							81.85
06/15	06/15/2015	50456	12665	P&W Paging & Wireless	Ground Shipping & Insurance	100-2705-0000-312	2,392.50
Total 50456:							2,392.50
06/15	06/15/2015	50457	11772	PARS	PARS Administration for April 2015	305-3620-0000-206	416.16
06/15	06/15/2015	50457	11772	PARS	PARS for Pay period Ending 6/6/15	702-0200-0000-040	199.52
Total 50457:							615.68
06/15	06/15/2015	50458	7981	Pools By Ricketts	Bonds for Work- 14175 Spyglass	100-0200-0000-042	500.00
Total 50458:							500.00
06/15	06/15/2015	50459	12704	Priddell, Kenneth	Refund of Credit for 7620 Edinburgh	205-7605-0000-876	104.38
Total 50459:							104.38
06/15	06/15/2015	50460	8081	PROtech Security & Electronics	Alarm repairs at Well #11	205-7605-0000-317	91.25
Total 50460:							91.25
06/15	06/15/2015	50461	11902	R.L. Hastings & Associates LLC	Long Term Monitoring Services for Shasta Court/Chow Gardens	415-4810-0000-336	7,000.00
Total 50461:							7,000.00
06/15	06/15/2015	50462	8796	S & W Auto Parts Inc.	supplies for garage	601-3615-0000-321	10.69
06/15	06/15/2015	50462	8796	S & W Auto Parts Inc.	supplies for garage	601-3615-0000-321	99.08
06/15	06/15/2015	50462	8796	S & W Auto Parts Inc.	Oil for PD Cars	100-2610-0000-320	17.82
06/15	06/15/2015	50462	8796	S & W Auto Parts Inc.	Parts for Unit #2	100-1710-0000-320	126.74
06/15	06/15/2015	50462	8796	S & W Auto Parts Inc.	Parts for Unit #2	100-1710-0000-320	6.47
06/15	06/15/2015	50462	8796	S & W Auto Parts Inc.	Parts for unit #122	215-5705-0000-301	9.39
Total 50462:							270.19
06/15	06/15/2015	50463	12017	SDRMA	Health Insurance for July 2015	702-0100-0000-023	40,461.36

M = Manual Check, V = Void Check

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice GL Account	Check Amount
Total 50463:							40,461.36
06/15	06/15/2015	50464	9206	Self Help Enterprises	Preparation of two Quarterly HOME Reports	420-4810-0000-336	200.00
06/15	06/15/2015	50464	9206	Self Help Enterprises	Loan Portfolio Mgmt Services - CDBG	415-4810-0000-336	1,792.00
Total 50464:							1,992.00
06/15	06/15/2015	50465	1136	Silva Ford Madera	supplies for Fire dept	100-2705-0000-320	61.05
Total 50465:							61.05
06/15	06/15/2015	50466	9376	Sparkletts	Supplies for the WWTP	215-5705-0000-315	44.44
Total 50466:							44.44
06/15	06/15/2015	50467	12710	State Water Recourses Control	Permit fees for the Berneda Res Project	565-6645-0000-500	1,200.00
Total 50467:							1,200.00
06/15	06/15/2015	50468	10116	Tesei Petroleum Inc.	Fuel for City	325-3705-0000-320	3,181.25
06/15	06/15/2015	50468	10116	Tesei Petroleum Inc.	Fuel for City	325-3705-0000-320	3,481.57
06/15	06/15/2015	50468	10116	Tesei Petroleum Inc.	Fuel for the WWTP	215-5705-0000-320	613.30
Total 50468:							7,276.12
06/15	06/15/2015	50469	10131	TF Tire & Service	Tire repair for Fire Dept	100-2705-0000-320	53.33
Total 50469:							53.33
06/15	06/15/2015	50470	11537	Toshiba Financial Services	copier lease 6/15/15-7/14/15	602-1715-0000-408	984.72
06/15	06/15/2015	50470	11537	Toshiba Financial Services	copier lease 6/15/15-7/14/15	602-1715-0000-408	588.01
Total 50470:							1,572.73
06/15	06/15/2015	50471	10571	US BANK (I.M.P.A.C. CAL-CARD)	Chemicals for the WWTP	215-5705-0000-317	1,604.24
06/15	06/15/2015	50471	10571	US BANK (I.M.P.A.C. CAL-CARD)	Postage for PD	100-2610-0000-300	13.65
06/15	06/15/2015	50471	10571	US BANK (I.M.P.A.C. CAL-CARD)	Cal Card Expenses for Community Development	100-4805-0000-307	147.65
06/15	06/15/2015	50471	10571	US BANK (I.M.P.A.C. CAL-CARD)	Doubletree- 2015 CCAC Annual Conference	100-1610-0000-307	369.84

M = Manual Check, V = Void Check

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice GL Account	Check Amount
06/15	06/15/2015	50471	10571	US BANK (I.M.P.A.C. CAL-CARD)	Cal Card expense	100-0100-0000-022	753.17
06/15	06/15/2015	50471	10571	US BANK (I.M.P.A.C. CAL-CARD)	Supplies for PD	100-2610-0000-301	123.12
06/15	06/15/2015	50471	10571	US BANK (I.M.P.A.C. CAL-CARD)	Cal Card Expenses for Recreation Programs	100-6625-0000-307	192.00
06/15	06/15/2015	50471	10571	US BANK (I.M.P.A.C. CAL-CARD)	Supplies for PD	100-2610-0000-312	98.51
06/15	06/15/2015	50471	10571	US BANK (I.M.P.A.C. CAL-CARD)	Annual Membership dues AWWA	205-7605-0000-307	1,074.50
Total 50471:							4,376.68
06/15	06/15/2015	50472	10581	USA Bluebook	Check Valve for Well #14	205-7605-0000-317	374.88
Total 50472:							374.88
06/15	06/16/2015	50473	12706	Von Allman, Beverly	deposit refund for 5075 Congressional	205-0200-0000-043	.00 V
Total 50473:							.00
06/15	06/15/2015	50474	12708	York, Michael	deposit refund for 589 Spruce	205-0200-0000-043	84.15
Total 50474:							84.15
06/15	06/16/2015	50475	12179	Keenan Associates	Monthly Admin of Insurances	100-2705-0000-336	1,200.00
Total 50475:							1,200.00
06/15	06/22/2015	50476	196	AFLAC	Employee Contribution July Premiums	702-0200-0000-040	352.15
Total 50476:							352.15
06/15	06/22/2015	50477	296	Alert-O-Lite	Traffic Equipment rental for the Spring Festival parade	100-4905-0000-399	1,027.46
Total 50477:							1,027.46
06/15	06/22/2015	50478	12181	American Fidelity	Section 125 for June 2015	702-0200-0000-040	1,495.82
06/15	06/22/2015	50478	12181	American Fidelity	Insurance Premiums for July 2015	702-0100-0000-023	3,788.32
Total 50478:							5,284.14
06/15	06/25/2015	50479	421	AmeriPride	Supplies for Public Works	310-3625-0000-315	.00 V
06/15	06/25/2015	50479	421	AmeriPride	Supplies for Public Works	310-3625-0000-315	.00 V

M = Manual Check, V = Void Check

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice GL Account	Check Amount
06/15	06/25/2015	50479	421	AmeriPride	Supplies for Public Works	310-3625-0000-315	.00 V
06/15	06/25/2015	50479	421	AmeriPride	supplies for Fire Dept	601-3615-0000-315	.00 V
06/15	06/25/2015	50479	421	AmeriPride	Supplies for Public Works	310-3625-0000-315	.00 V
06/15	06/25/2015	50479	421	AmeriPride	matts for pd	100-2610-0000-315	.00 V
06/15	06/25/2015	50479	421	AmeriPride	Supplies for Garage	601-3615-0000-315	.00 V
06/15	06/25/2015	50479	421	AmeriPride	Supplies for Public Works	205-7605-0000-301	.00 V
06/15	06/25/2015	50479	421	AmeriPride	Supplies for the garage	601-3615-0000-315	.00 V
06/15	06/25/2015	50479	421	AmeriPride	Supplies for Public Works	310-3625-0000-315	.00 V
06/15	06/25/2015	50479	421	AmeriPride	Supplies for the WWTP	215-5705-0000-315	.00 V
06/15	06/25/2015	50479	421	AmeriPride	matts for shelter	100-2805-0000-315	.00 V
06/15	06/25/2015	50479	421	AmeriPride	matts for police department	100-2610-0000-315	.00 V
06/15	06/25/2015	50479	421	AmeriPride	SUpplies for the Senior center	100-6615-0000-315	.00 V
06/15	06/25/2015	50479	421	AmeriPride	Uniforms Credit	100-6620-0000-301	.00 V
06/15	06/25/2015	50479	421	AmeriPride	Uniform credit	100-6620-0000-301	.00 V
Total 50479:							.00
06/15	06/22/2015	50480	446	Anderson Pump Co	Supplies for the Water dept	205-7605-0000-317	94.33
06/15	06/22/2015	50480	446	Anderson Pump Co	Supplies for the WWTP	215-5705-0000-317	96.06
Total 50480:							190.39
06/15	06/22/2015	50481	12716	Angel, Darrell	deposit refund for 1520 Hoover	205-0200-0000-043	29.67
Total 50481:							29.67
06/15	06/22/2015	50482	511	Animal Medical Center	Vet Care for Stray	100-2805-0000-324	78.70
Total 50482:							78.70
06/15	06/22/2015	50483	12493	Baker Supplies and Repairs	Repairs to Unit #17	100-6620-0000-301	155.35
Total 50483:							155.35
06/15	06/22/2015	50484	12622	Best Buy Business Advantage Acct	PD Equipment-remodel	500-2650-0000-505	2,114.17
Total 50484:							2,114.17
06/15	06/22/2015	50485	1281	BSK Associates	Water Dept testing	205-7605-0000-350	256.00

M = Manual Check, V = Void Check

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice GL Account	Check Amount
06/15	06/22/2015	50485	1281	BSK Associates	Water Dept testing	205-7605-0000-350	528.00
06/15	06/22/2015	50485	1281	BSK Associates	Water Dept testing	205-7605-0000-350	168.00
06/15	06/22/2015	50485	1281	BSK Associates	Water Dept testing	205-7605-0000-350	432.00
06/15	06/22/2015	50485	1281	BSK Associates	Water Dept testing	205-7605-0000-350	344.00
Total 50485:							1,728.00
06/15	06/22/2015	50486	1511	California Consulting LLC	Grant Writing Services 6/1/15-6/30/15	205-7605-0000-336	2,500.00
Total 50486:							2,500.00
06/15	06/22/2015	50487	12430	Central Valley Investigative Services	Background Magana	100-2610-0000-336	542.70
Total 50487:							542.70
06/15	06/22/2015	50488	2046	Chem Quip	Chlorine for Water Wells;/ credit	205-7605-0000-346	270.00-
06/15	06/22/2015	50488	2046	Chem Quip	Chlorine for Water Wells;	205-7605-0000-346	1,536.43
Total 50488:							1,266.43
06/15	06/22/2015	50489	2131	Chowchilla Dolt Best	PD Evidence Office	100-2610-0000-315	31.40
06/15	06/22/2015	50489	2131	Chowchilla Dolt Best	PD Evidence Office	100-2610-0000-315	8.63
06/15	06/22/2015	50489	2131	Chowchilla Dolt Best	SUpplies for the Streets Dept	305-3620-0000-320	8.63
06/15	06/22/2015	50489	2131	Chowchilla Dolt Best	Supplies for the Parks Dept	100-6620-0000-317	6.59
06/15	06/22/2015	50489	2131	Chowchilla Dolt Best	Supplies for the Streets Dept	305-3620-0000-317	32.71
06/15	06/22/2015	50489	2131	Chowchilla Dolt Best	Graffitit Abatement supplies	100-6620-0000-315	4.64
06/15	06/22/2015	50489	2131	Chowchilla Dolt Best	Supplies for VMP	100-6620-0000-317	12.48
06/15	06/22/2015	50489	2131	Chowchilla Dolt Best	shipping via UPS	100-2705-0000-302	12.15
06/15	06/22/2015	50489	2131	Chowchilla Dolt Best	Graffiti Abatement supplies	305-3620-0000-329	6.26
06/15	06/22/2015	50489	2131	Chowchilla Dolt Best	Supplies for the Parks Dept	100-6620-0000-315	4.42
Total 50489:							127.91
06/15	06/22/2015	50490	12715	Deleon, Yesenia	deposit refund for 4535 Biltmore	205-0200-0000-043	23.54
Total 50490:							23.54
06/15	06/22/2015	50491	3031	Department of Justice/Acc	Fingerprinting for May 2015	100-2610-0000-350	64.00
06/15	06/22/2015	50491	3031	Department of Justice/Acc	Blood Alcohol Analysis	100-2610-0000-350	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 50491:							239.00
06/15	06/22/2015	50492	3676	Ewing Irrigation Products Inc.	Sprinkler heads for the City Parks	100-6620-0000-317	903.42
Total 50492:							903.42
06/15	06/22/2015	50493	3711	Farmers Hardware	Locks for Ed Ray Park Building	100-6620-0000-315	21.59
06/15	06/22/2015	50493	3711	Farmers Hardware	Irrigation repairs supplies/ Parks	100-6620-0000-317	12.29
06/15	06/22/2015	50493	3711	Farmers Hardware	Supplies for the parks dept	100-6620-0000-317	32.44
06/15	06/22/2015	50493	3711	Farmers Hardware	Supplies for the Streets Dept	305-3620-0000-301	23.50
Total 50493:							89.82
06/15	06/22/2015	50494	12212	Fastenal Company	Supplies for the Gargae	601-3615-0000-321	8.64
06/15	06/22/2015	50494	12212	Fastenal Company	Vandalism repair supplies/ VMP	100-6620-0000-315	88.32
Total 50494:							96.96
06/15	06/22/2015	50495	12686	Frank Olsen Company	New flow meter for Well #11	205-7605-0000-317	4,042.89
Total 50495:							4,042.89
06/15	06/22/2015	50496	3966	Franklin Pet Cemetery	Animal Disposal	100-2805-0000-324	100.00
Total 50496:							100.00
06/15	06/22/2015	50497	12646	Graham Prewett Inc	Roofing project for PD	500-2650-0000-507	2,280.00
06/15	06/22/2015	50497	12646	Graham Prewett Inc	Roofing project for PD	500-2650-0000-507	4,392.50
Total 50497:							6,672.50
06/15	06/22/2015	50498	4616	Grover Landscape Services Inc.	Monthly Landscape for May 2015	100-6620-0000-317	2,535.00
Total 50498:							2,535.00
06/15	06/22/2015	50499	12225	Home Depot Credit Services	Return supplies for the Water Dept	205-7605-0000-317	777.88

M = Manual Check, V = Void Check

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice GL Account	Check Amount
Total 50499:							777.88
06/15	06/22/2015	50500	5631	Kelly Moore Paint Company	Graffiti Abatement supplies	100-6620-0000-315	68.35
Total 50500:							68.35
06/15	06/22/2015	50501	5996	Liebert Cassidy Whitmore	Legal Fees	100-1615-0000-335	352.00
Total 50501:							352.00
06/15	06/22/2015	50502	12714	Lima, Edmund and Nanci	credit refund for 7415 Edgewater	205-7605-0000-876	229.75
Total 50502:							229.75
06/15	06/22/2015	50503	6191	Mace Pest Control	Monthly Service at Senior Center	100-6615-0000-315	80.00
Total 50503:							80.00
06/15	06/22/2015	50504	12531	Madera County Fairmead Landfill	Disposal Services for May	210-5605-0000-351	13,328.15
Total 50504:							13,328.15
06/15	06/22/2015	50505	6551	Marty Buttram Electric	electric for volt circuits	500-2650-0000-507	896.00
06/15	06/22/2015	50505	6551	Marty Buttram Electric	Electric for video monitoring	500-2650-0000-507	859.00
Total 50505:							1,755.00
06/15	06/22/2015	50506	6771	Merced Fence Company	Install exit safety loops on electric gates at the corp yard	210-5605-0000-315	2,160.00
Total 50506:							2,160.00
06/15	06/22/2015	50507	6791	Merced Sun-Star	committee vacancies	100-1610-0000-337	337.80
06/15	06/22/2015	50507	6791	Merced Sun-Star	Public Notice- Finance RFP	415-4815-0000-337	194.64
06/15	06/22/2015	50507	6791	Merced Sun-Star	Req Proposal- Finance RFP	415-4815-0000-337	182.88
06/15	06/22/2015	50507	6791	Merced Sun-Star	Public Notice- Weed abatement	100-4805-0000-329	108.89
06/15	06/22/2015	50507	6791	Merced Sun-Star	Bid Invite- Weed Abatement	100-4805-0000-329	102.45

M = Manual Check, V = Void Check

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice GL Account	Check Amount
Total 50507:							926.66
06/15	06/22/2015	50508	12282	Mid Valley Disposal Inc.	Disposal Services for City bins	210-5605-0000-350	695.94
06/15	06/22/2015	50508	12282	Mid Valley Disposal Inc.	rent for May 2015	100-1712-0000-800	51,673.02
Total 50508:							52,368.96
06/15	06/22/2015	50509	7236	National Business Furniture	Furniture for USDA loan	500-2650-0000-505	739.41
06/15	06/22/2015	50509	7236	National Business Furniture	Furniture for USDA loan	500-2650-0000-505	1,832.52
06/15	06/22/2015	50509	7236	National Business Furniture	Furniture for USDA loan	500-2650-0000-505	866.76
Total 50509:							3,438.69
06/15	06/22/2015	50510	11658	National Meter & Automation Inc.	Order 7 pallets of new water meters for the Meter Installation Project.	205-7605-0001-510	31,752.54
Total 50510:							31,752.54
06/15	06/22/2015	50511	12429	O'Dell Engineering	Professional services from Dec 2014 - Jan 2015	305-3620-4040-510	952.00
Total 50511:							952.00
06/15	06/22/2015	50512	7516	Office Depot	Supplies for the WWTP	215-5705-0000-300	22.53
06/15	06/22/2015	50512	7516	Office Depot	office supplies	100-2610-0000-300	85.20
06/15	06/22/2015	50512	7516	Office Depot	Credit for Items Returned by PD	100-2610-0000-300	9.70
06/15	06/22/2015	50512	7516	Office Depot	office supplies	100-2610-0000-300	61.27
06/15	06/22/2015	50512	7516	Office Depot	supplies for Comm Dev	100-4805-0000-300	86.38
06/15	06/22/2015	50512	7516	Office Depot	Supplies for Budget Binders	100-1720-0000-300	310.77
06/15	06/22/2015	50512	7516	Office Depot	Copier Paper for Civic Center	602-1715-0000-300	297.00
Total 50512:							853.45
06/15	06/22/2015	50513	12330	Pacific Plan Review Inc	101 Trinity- perm# 15-0129 plan check	100-4805-0000-337	340.00
06/15	06/22/2015	50513	12330	Pacific Plan Review Inc	208 Fig Tree- perm# 15-0141 plan check	100-4805-0000-337	510.00
06/15	06/22/2015	50513	12330	Pacific Plan Review Inc	1425 E Robertson- perm#15-0147 plan check	100-4805-0000-337	264.83
Total 50513:							1,114.83
06/15	06/22/2015	50514	7966	Platt Electrical Supply	police dept flag pole light	100-2610-0000-315	285.04

M = Manual Check, V = Void Check

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice GL Account	Check Amount
Total 50514:							285.04
06/15	06/22/2015	50515	11612	ProClean Supply	Janitorial Supplies for the VMP	100-6620-0000-315	20.35
06/15	06/22/2015	50515	11612	ProClean Supply	Janitorial supplies for VMP	100-6620-0000-315	22.09
Total 50515:							42.44
06/15	06/22/2015	50516	8796	S & W Auto Parts Inc.	brake pads for unit #34	100-2705-0000-320	55.61
06/15	06/22/2015	50516	8796	S & W Auto Parts Inc.	Supplies for the Fuel Tank at the WWTP	215-5705-0000-317	26.16
06/15	06/22/2015	50516	8796	S & W Auto Parts Inc.	Supplies for the parks dept	100-6620-0000-301	27.53
06/15	06/22/2015	50516	8796	S & W Auto Parts Inc.	auto parts for police fleet	100-2610-0000-320	67.01
06/15	06/22/2015	50516	8796	S & W Auto Parts Inc.	auto parts for police fleet	100-2610-0000-320	66.34
06/15	06/22/2015	50516	8796	S & W Auto Parts Inc.	vehicle parts for police fleet	100-2610-0000-320	78.00
06/15	06/22/2015	50516	8796	S & W Auto Parts Inc.	vehicle parts for police fleet	100-2610-0000-320	67.01
06/15	06/22/2015	50516	8796	S & W Auto Parts Inc.	vehicle parts for police fleet	100-2610-0000-320	35.64
Total 50516:							423.30
06/15	06/22/2015	50517	1136	Silva Ford Madera	supplies for unit #34	100-2705-0000-320	28.17
06/15	06/22/2015	50517	1136	Silva Ford Madera	Police Vehicle 51	100-2610-0000-320	30.56
06/15	06/22/2015	50517	1136	Silva Ford Madera	Police vehicle 51	100-2610-0000-320	96.89
Total 50517:							155.62
06/15	06/22/2015	50518	9791	Steves Chevrolet of Chowchilla	repairs to unit #355	305-3620-0000-320	80.76
Total 50518:							80.76
06/15	06/22/2015	50519	9951	T & T Pavement Markings &	Supplies for the Streets dept	305-3620-0000-317	237.55
06/15	06/22/2015	50519	9951	T & T Pavement Markings &	Traffic signs for the Streets dept	305-3620-4000-317	618.41
Total 50519:							855.96
06/15	06/22/2015	50520	9981	Talley Oil Company Inc.	Asphalt for street repairs/ Hoover and S. 15th	205-7605-0000-317	161.50
Total 50520:							161.50
06/15	06/22/2015	50521	10116	Tesei Petroleum Inc.	Fuel for Storm Drain Discing	220-3650-0000-320	1,415.54

M = Manual Check, V = Void Check

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice GL Account	Check Amount
06/15	06/22/2015	50521	10116	Tesei Petroleum Inc.	Propane for Unit #339	305-3620-0000-301	23.35
06/15	06/22/2015	50521	10116	Tesei Petroleum Inc.	Propane for animal shelter	100-2805-0000-315	73.22
Total 50521:							1,512.11
06/15	06/22/2015	50522	10131	TF Tire & Service	Tires for Unit #364	305-3620-0000-301	135.01
06/15	06/22/2015	50522	10131	TF Tire & Service	Tires for animal control truck	100-2805-0000-320	291.01
Total 50522:							426.02
06/15	06/22/2015	50523	10536	United Rentals Inc.	Supplies for installing street signs	305-3620-0000-317	32.68
Total 50523:							32.68
06/15	06/22/2015	50524	10571	US BANK (I.M.P.A.C. CAL-CARD)	K-9 Care Supplies and Expenses	100-2618-1202-324	202.39
06/15	06/22/2015	50524	10571	US BANK (I.M.P.A.C. CAL-CARD)	Supplies to repair Fire Vehicles	100-2705-0000-320	226.69
06/15	06/22/2015	50524	10571	US BANK (I.M.P.A.C. CAL-CARD)	Training for Officer Hunter	100-2610-0000-305	96.75
06/15	06/22/2015	50524	10571	US BANK (I.M.P.A.C. CAL-CARD)	Water Efficiency Class fee	205-7605-0000-305	375.00
06/15	06/22/2015	50524	10571	US BANK (I.M.P.A.C. CAL-CARD)	Supplies for Unit #152	305-3620-0000-320	247.68
06/15	06/22/2015	50524	10571	US BANK (I.M.P.A.C. CAL-CARD)	Cal Card Expenses for PD	100-2610-0000-307	170.65
06/15	06/22/2015	50524	10571	US BANK (I.M.P.A.C. CAL-CARD)	Cleaning Supplies for PD	100-2610-0000-315	83.94
06/15	06/22/2015	50524	10571	US BANK (I.M.P.A.C. CAL-CARD)	Supplies for Weed Abatement	100-4805-0000-329	104.43
06/15	06/22/2015	50524	10571	US BANK (I.M.P.A.C. CAL-CARD)	Supplies for IT	602-1715-0000-302	8.62
Total 50524:							1,516.15
06/15	06/22/2015	50525	11611	USPS Disbursing Officer	Postage Reads & Address Change	205-7605-0000-300	52.25
Total 50525:							52.25
06/15	06/22/2015	50526	12706	Von Allman, Beverly	deposit refund for 5075 Congressional	205-0200-0000-043	91.73
Total 50526:							91.73
06/15	06/22/2015	50527	10911	Vulcan Materials	Hoover Street repairs from water line break	205-7605-0000-317	671.00
Total 50527:							671.00
06/15	06/22/2015	50528	12406	Zen Fire & Safety	supplies for Fire Dept	100-2705-0000-302	346.41

M = Manual Check, V = Void Check

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice GL Account	Check Amount
Total 50528:							346.41
06/15	06/22/2015	50529	3916	Forensic Nurse Specialist, Inc	Fresno SART case 150777	100-2610-0000-336	1,600.00
Total 50529:							1,600.00
06/15	06/23/2015	50530	12718	Heflin, Donald Ray	Music in the Park performance 6/25/15	100-6625-0000-336	600.00
Total 50530:							600.00
06/15	06/25/2015	50531	421	AmeriPride	Supplies for Public Works	310-3625-0000-315	126.47
06/15	06/25/2015	50531	421	AmeriPride	Supplies for Public Works	310-3625-0000-315	99.97
06/15	06/25/2015	50531	421	AmeriPride	Supplies for Public Works	310-3625-0000-315	129.47
06/15	06/25/2015	50531	421	AmeriPride	supplies for Fire Dept	601-3615-0000-315	51.35
06/15	06/25/2015	50531	421	AmeriPride	Supplies for Public Works	310-3625-0000-315	134.97
06/15	06/25/2015	50531	421	AmeriPride	matts for pd	100-2610-0000-315	33.18
06/15	06/25/2015	50531	421	AmeriPride	Supplies for Garage	601-3615-0000-315	41.85
06/15	06/25/2015	50531	421	AmeriPride	Supplies for Public Works	205-7605-0000-315	157.47
06/15	06/25/2015	50531	421	AmeriPride	Supplies for the garage	601-3615-0000-315	51.35
06/15	06/25/2015	50531	421	AmeriPride	Supplies for Public Works	310-3625-0000-315	123.97
06/15	06/25/2015	50531	421	AmeriPride	Supplies for the WWTP	215-5705-0000-315	15.68
06/15	06/25/2015	50531	421	AmeriPride	matts for shelter	100-2805-0000-315	66.25
06/15	06/25/2015	50531	421	AmeriPride	matts for police department	100-2610-0000-315	33.18
06/15	06/25/2015	50531	421	AmeriPride	SUpplies for the Senior center	100-6615-0000-315	33.68
06/15	06/25/2015	50531	421	AmeriPride	Uniforms Credit	100-6620-0000-301	2.50-
06/15	06/25/2015	50531	421	AmeriPride	Uniform credit	100-6620-0000-301	2.50-
Total 50531:							1,093.84
06/15	06/25/2015	50532	2136	Chowchilla Employees Assn.	Employee Contribution	702-0200-0000-040	50.00
Total 50532:							50.00
06/15	06/25/2015	50533	12408	Chowchilla Mid-Management	Employee Contributions	702-0200-0000-040	300.00
Total 50533:							300.00
06/15	06/25/2015	50534	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 50534:							175.00
06/15	06/25/2015	50535	2171	Chowchilla Peace Officers	Employee Contribution	702-0200-0000-040	903.00
Total 50535:							903.00
06/15	06/25/2015	50536	3836	Fitness Peak	Employee Contribution	702-0200-0000-040	122.50
Total 50536:							122.50
06/15	06/25/2015	50537	5996	Liebert Cassidy Whitmore	Legal Services through 5/31/15	100-1615-0000-335	7,481.60
Total 50537:							7,481.60
06/15	06/25/2015	50538	11772	PARS	PARS for Payroll Ending 6/20/15	702-0200-0000-040	423.26
Total 50538:							423.26
06/15	06/25/2015	50539	2511	Cook's Communication	Upfitting of Replacement K9 Vehicle	603-1715-0000-501	10,349.13
Total 50539:							10,349.13
06/15	06/25/2015	50540	12719	Gladstone International Inc.	Professional Services for April 2015	100-1710-0000-336	375.00
Total 50540:							375.00
06/15	06/29/2015	50541	12720	Paolilli, Simona	performance 7/5/15- Fireworks Festival	100-6625-0000-336	720.00
Total 50541:							720.00
Grand Totals:							284,500.76

Report Criteria:
Report type: Invoice detail



REPORT TO THE CITY COUNCIL

Council Meeting of July 14, 2015

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

RECOMMENDATION:

Approve the June 2015 Financial Statements shown in the attachment

HISTORY / BACKGROUND:

Staff provides Council with monthly financial information as an ongoing financial status update.

DISCUSSION:

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

The financial statements are being presented as an overview of the City’s finances and are not meant to be a comprehensive in-depth review. As a reference to compare to the percentage columns in the report, the percentage of the year that has expired is 100%.

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

FINANCIAL ANALYSIS:

Total Revenues are at 92% of budget, which is less than the 100% benchmark for the time of year expired. There is \$520k of budgeted revenues that have not been received. There is approximately \$450k of revenue that is to be received in the next couple months that pertain to FY 14/15. They consist of \$200k in Sales Tax, \$50k in Property Tax from our year end clean up payment, \$100k in Administrative Cost recovery from the Successor agency, \$70k from Transient Lodging and \$15k from Franchise Fees- Cable. This results in total revenues being approximately \$70k less than what was budgeted.

Total Expenditures are at 96% of budget which is less than the 100% benchmark for the time of year expired. There is approximately \$250k of available budgeted expenditures that have not been incurred. Major expenses still to be incurred are approximately \$180k. These consist of

\$60k in Salaries, \$60k in Legal Fees, \$35k in Workers Comp and \$15k in open P.O.'s. There is an estimated \$10k in miscellaneous expenses that will still be incurred. This results in total expenditures being \$70K less than the budgeted amount.

With total revenues expected to be \$70k less than budgeted and expenditures expected to be \$70k less than budgeted, the General Fund is on track to reach the budgeted surplus of \$94k.

ATTACHMENTS:

June 2015 Budget vs Actual and Balance Sheet

CITY OF CHOWCHILLA
BALANCE SHEET
JUNE 30, 2015

GENERAL FUND

ASSETS

100-0100-0000-0200-000	CASH - COMBINED FUND	(8,004,476.45)	
100-0100-0000-0201-000	PETTY CASH	800.00	
100-0100-0000-0201-001	CASH DRAWER	2,400.00	
100-0100-0000-0202-000	PRE-PAID POSTAGE ACCOUNT	871.56	
100-0100-0000-0208-000	CASH IN US BANK - RESTRICTED	369,738.52	
100-0100-0000-0209-000	CASH IN LAIF	8,980,954.01	
100-0100-0000-0220-000	ACCOUNTS RECEIVABLE-LEGAL/	(35,865.94)	
100-0100-0000-0221-000	A/R - ACCRUED REVENUES	7,624.08	
100-0100-0000-0224-000	A/R MODULE ONLY RECEIVABLE	61,934.55	
100-0100-0000-0227-000	LIENS RECEIVABLES GENERAL FU	66,104.19	
100-0100-0000-0229-000	A/R BUSINESS LICENSE	119.11	
100-0100-0000-0290-000	DUE FROM OTHER FUNDS	332,233.00	
100-0100-0000-0291-000	PREPAID EXPENSES	3,470.25	
	TOTAL ASSETS		1,785,906.88

LIABILITIES AND EQUITY

LIABILITIES

100-0200-0000-0420-000	TRADE PAYABLES	28,367.63	
100-0200-0000-0421-001	BONDS FOR WORK-REFUNDABLE	1,500.00	
100-0200-0000-0465-000	UNCLAIMED PROP/STALE DATED	525.37	
	TOTAL LIABILITIES		30,393.00

FUND EQUITY

100-0300-0000-0602-000	RESERVE FOR L/T A/R	30,318.33	
	UNAPPROPRIATED FUND BALANC		
100-0300-0000-0601-000	FUND BALANCE	517,453.84	
100-0300-0000-0601-004	RESERVE FOR CONTINGENCIES	910,223.00	
100-0300-0000-0601-005	DESIGNATED FOR PREPAID ITEM	27,000.00	
100-0300-0000-0601-006	DESIGNATED FOR DEBT SVC RSR	369,737.50	
100-0300-0000-0601-009	PRIOR PERIOD ADJUSTMENTS	69,381.92	
100-0300-0000-0601-999	FUND BALANCE RESTRICTED INC	5,670.40	
	REVENUE OVER EXPENDITURES -	(174,271.11)	
	BALANCE - CURRENT DATE	1,725,195.55	
	TOTAL FUND EQUITY		1,755,513.88
	TOTAL LIABILITIES AND EQUIT		1,785,906.88

	Prior Budget	Prior Actual	Percent	Current Budget	Current Actual	Difference	Percent
GENERAL FUND							
GENERAL ADMINISTRATION							
Total Expenditure:	.00	1,417.60	8%	17,240.00	41,951.38	24,711.38-	243%
Total Revenue:	3,969,300.00	4,259,471.87	67%	4,940,035.00	4,618,369.37	321,665.63	93%
CITY COUNCIL							
Total Expenditure:	68,153.00	51,656.57	82%	62,887.33	45,651.15	17,236.18	73%
Total Revenue:	20,634.00	20,634.00	100%	20,634.00	20,634.00	.00	100%
CITY CLERK							
Total Expenditure:	97,390.00	112,593.83	93%	119,141.67	111,574.55	7,567.12	94%
Total Revenue:	75,938.00	75,938.00	100%	75,938.00	76,937.92	999.92-	101%
CITY ATTORNEY							
Total Expenditure:	135,000.00	300,128.22	142%	212,000.00	792,587.35	580,587.35-	374%
Total Revenue:	44,000.00	35,000.00	80%	44,000.00	58,283.09	14,283.09-	132%
GENERAL SERVICES							
Total Expenditure:	548,663.00	461,450.08	65%	633,883.00	477,227.32	156,655.68	75%
Total Revenue:	74,481.00	74,481.00	100%	74,481.00	74,481.00	.00	100%
ADMINISTRATIVE SERVICES							
Total Expenditure:	547,575.00	550,477.22	98%	568,490.00	451,441.32	117,048.68	79%
Total Revenue:	324,109.00	324,121.50	100%	324,109.00	324,108.96	.04	100%
CITY PROPERTY - RENTS							
Total Expenditure:	4,066.00	3,256.58	83%	3,925.00	9,107.87	5,182.87-	232%
Total Revenue:	82,126.00	101,456.16	110%	92,480.00	84,045.05	8,434.95	91%
FINANCE DEPARTMENT							
Total Expenditure:	555,337.00	575,027.51	91%	624,722.00	580,976.95	43,745.05	93%
Total Revenue:	418,258.00	418,272.75	100%	418,308.00	418,051.08	256.92	100%
PROPERTY TAXES							
Total Expenditure:	9,200.00	2,215.44	0%	.00	539.40	539.40-	0%
INSURANCE HOLDING							
Total Expenditure:	24,410.00	24,410.00	0%	.00	39,896.00	39,896.00-	0%
POLICE - SWORN							
Total Expenditure:	2,396,387.00	2,669,138.22	95%	2,740,397.00	2,801,184.87	60,787.87-	102%
Total Revenue:	329,500.00	410,383.21	111%	310,655.00	323,649.11	12,994.11-	104%
POLICE - NET							
Total Expenditure:	137,500.00	222.30	0%	140,280.00	.00	140,280.00	0%
Total Revenue:	137,500.00	.00	0%	141,761.00	.00	141,761.00	0%
SPECIAL INVESTIGATIONS UNIT							
Total Expenditure:	87,707.00	87,442.39	98%	86,443.00	58,593.09	27,849.91	68%
Total Revenue:	64,000.00	52,352.69	68%	60,000.00	18,276.38	41,723.62	30%
POLICE - K-9							
Total Expenditure:	3,800.00	986.18	15%	6,000.00	4,275.77	1,724.23	71%
Total Revenue:	10,000.00	18,162.04	91%	20,000.00	.52-	20,000.52	0%
FIRE SERVICES							
Total Expenditure:	261,402.00	301,938.15	87%	338,406.00	319,408.41	18,997.59	94%
Total Revenue:	80,926.00	81,326.00	101%	80,426.00	84,806.16	4,380.16-	105%
ANIMAL CONTROL							
Total Expenditure:	103,823.00	107,327.55	92%	112,665.00	107,060.91	5,604.09	95%
Total Revenue:	7,900.00	9,195.24	103%	8,900.00	6,330.95	2,569.05	71%
STREETS-OLD							
Total Revenue:	300.00	75.00	0%	.00	.00	.00	0%
GENERAL SERVICES-OLD							
Total Expenditure:	13,250.00	11,951.91	0%	.00	.00	.00	0%
PLANNING & ZONING							
Total Expenditure:	285,657.00	280,624.62	97%	284,309.00	220,207.85	64,101.15	77%
Total Revenue:	59,028.00	54,104.16	91%	59,138.00	45,652.46	13,485.54	77%
COMMUNITY & ECONOMIC DVLPMNT							
Total Expenditure:	5,480.00	1,399.68	31%	4,510.00	384.63	4,125.37	9%

	Prior Budget	Prior Actual	Percent	Current Budget	Current Actual	Difference	Percent
BUILDING & CODE ENFORCEMENT							
Total Expenditure:	124,057.00	116,900.75	90%	127,416.00	115,310.47	12,105.53	90%
Total Revenue:	115,600.00	112,379.11	75%	154,190.00	135,716.54	18,473.46	88%
COMMUNITY PROMOTION							
Total Expenditure:	37,681.00	32,881.00	88%	37,483.00	26,439.60	11,043.40	71%
COMMUNITY POOL-OLD							
Total Expenditure:	.00	886.03	0%	.00	.00	.00	0%
SENIOR SERVICES							
Total Expenditure:	33,450.00	27,331.46	84%	32,026.00	28,004.50	4,021.50	87%
Total Revenue:	3,530.00	2,691.86	53%	5,100.00	7,949.62	2,849.62-	156%
PARKS AND FACILITIES							
Total Expenditure:	310,315.00	291,830.24	46%	615,470.00	297,705.85	317,764.15	48%
Total Revenue:	45,600.00	50,321.66	99%	50,875.00	64,879.18	14,004.18-	128%
RECREATION PROGRAMS							
Total Expenditure:	24,077.00	7,780.50	30%	25,530.00	13,797.22	11,732.78	54%
Total Revenue:	3,000.00	2,687.25	41%	6,500.00	6,885.00	385.00-	106%
GENERAL FUND Revenue Total:	5,865,730.00	6,103,053.50	74%	6,887,530.00	6,369,055.35	518,474.65	92%
GENERAL FUND Expenditure Total:	5,814,380.00	6,021,274.03	86%	6,793,224.00	6,543,326.46	249,897.54	96%
Net Total GENERAL FUND:	51,350.00	81,779.47	-811%	94,306.00	174,271.11-	268,577.11	-185%
Net Grand Totals:	51,350.00	81,779.47	-810%	94,306.00	174,271.11-	268,577.11	-185%



REPORT TO THE CITY COUNCIL

Council Meeting of July 14, 2015

Agenda Section:	<u>Public Hearing</u>
SUBJECT:	Amend Conditions of Approval of Subdivision Map No. 04-0028, Greenhills Subdivision Village East Recreational Vehicle Park
Prepared By:	<u>Richard Perkins, Senior Planner</u>
Approved By:	<u>Brian Haddix, City Administrator</u>

RECOMMENDATION:

That the City Council review and consider the information presented in the staff report and the accompanying attachment to amend previously approved conditions of approval for Subdivision Map No. 04-0028.

If the City Council approves the request, the City Council finds the following:

1. There are changes in circumstance which make any or all conditions of the existing map no longer appropriate or necessary; and
2. That the modifications proposed do not impose any additional burden on the present fee owners of the property; and
3. The modifications do not alter any right, title, or interest in the real property reflected on the recorded map; and
4. The map conforms to the provisions of Section 66474 of the Government Code.

HISTORY / BACKGROUND:

On July 12, 2004, the City Council approved Vesting Tentative Subdivision Map No. 04-0028 proposing to subdivide 6.53 acres into 87 lots for the parking of recreational vehicles, a pool, lake, and club house. At that time, conditions were imposed to prohibit construction or maintenance of permanent structures on individual lots and prohibited personal property such as tables, benches, and grills to remain in sight of other owners or visitors to the area except when the lot was in use. The Report to the City Council also referenced 33,000 square feet of storage facilities. Although not specifically identified on the final map, Outlot A has been used for the storage of recreational vehicles and travel trailers as part of the park operation. Subsequent to that action, the final map was approved and recorded on February 24, 2005, in Book 54 of Maps, Pages 31-35, Madera County Records.

According to the applicant, the growth in the use of the park has limited the ability to provide additional amenities necessary to adequately serve the visitors (see Attachment "A"). Given this, the applicant is requesting to amend certain conditions of approval to address these issues in accordance with Section 17.36.060 of the City of Chowchilla Municipal Code.

The subject property is designated Service Commercial on the General Plan and zoned C-3 (General and Service Commercial) District.

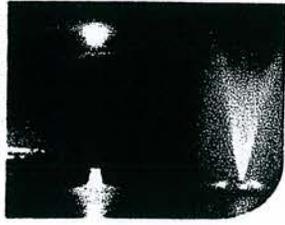
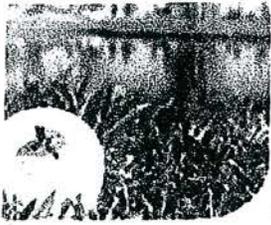
CONCLUSION:

Staff has reviewed the proposal and acknowledges that due to changes over time there could be a need to provide the additional services/amenities to the users of the park requested by the applicant. This application affects the conditions of approval and no technical changes to the recorded map are required. The proposed amended conditions should not impose any additional burden on the present fee owners of the real property and should not alter any right, title, or interest in the real property reflected on the recorded map. All other conditions would remain in full force and effect as shown in Document Number No. 94-18330, recorded June 15, 2004. If approved, any proposed improvements would be reviewed by the City through the Site Plan Review process.

Staff requests that the Council open the public hearing and take testimony, ask the applicant questions regarding their proposed project and consider the amended conditions of approval identified in Exhibit A and/or modify or add additional conditions.

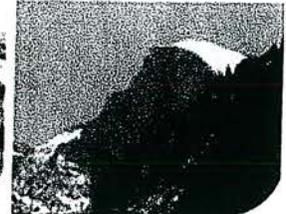
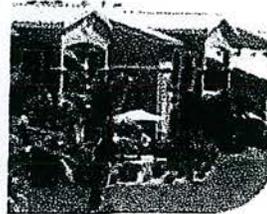
SUPPLEMENTS ATTACHED:

Attachment A
Location Map
Resolution
Exhibit A – Amended Conditions of Approval



Grand Island
STAY & PLAY *Villas*

The Lakes
RV & GOLF RESORT



Corporate Office

1260 41st Avenue, Suite O, Capitola, CA 95010

Phone: (831) 464-5021 Fax: (831) 462-1618

May 12, 2015

The City of Chowchilla
Attn: Richard Perkins
130 Second Street
Chowchilla, CA 93610

RE: RV Park Map Revisions

Dear Mr. Perkins:

On behalf of The Lakes RV Park and Golf Resort, we are submitting an Application for Modification of Land Use Restrictions or Subdivision Map in order to modify and/or clarify the conditions of approval of the final Map No. 04-28 for the Lakes RV Park. The park has now been operating for over 10 years and even though the majority of that time it has been under challenging market conditions, the park has been managed and maintained to high standards. As a result, the park has been recognized nationally and received a number of awards including being rated 13th in "Good Sam's Sweet Sixteen" ranking of the 16 highest rated parks in North America in 2007 and in 2011 the park was named as one of only 20 parks, out of over 11,000 parks rated in North America, to receive a perfect score in all categories judged.

This recognition is confirmation that the park was a good design with most of the amenities RV owners desire to find in a park. However, as we became more popular as both a destination park as well as a popular midway layover for travelers from Canada going to and from the desert in the winter, we found that a large portion of our visits were by clubs or groups who plan trips together. It is important to these groups to have a place to gather for meals, crafts, cards, or just to watch the super bowl. This posed a major scheduling issue for our staff since we only have the one community kitchen and activity room and even though we stagger groups into time slots where possible and even share the space between the groups, we found we were losing business because we couldn't provide some groups with the access to the activity room at their requested times particularly at peak use times.

For this reason, the homeowner's board met and considered this to be a significant problem and in spite of budget constraints voted unanimously to start the process to build a second all purpose activity room with kitchen and bath. They selected Lot 43 as the best location, since it was the most remote parcel with no impact on other sites. It had all of the utilities, and there was a 25 foot buffer, bordered on each side by two 7 foot block walls between Lot 43 and the only neighboring homes. However during the process it was

determined that the wording in the conditions of approval for the map would prohibit building a structure on one of our lots without submitting for a modification to the conditions of approval for the park.

This prompted us to review all of the conditions of approval to see if there were others changes that needed to be addressed to meet the needs of our owners and visitors in order to keep pace with other competitive RV Resorts in the country. We also wanted to look forward and anticipate our potential future needs and make any necessary modifications to the conditions now, so that when these improvements are needed we can process them through the City with a site plan change instead of first coming back for another modification to the conditions of approval.

The main issue that came up in our review was the restrictive wording in the conditions concerning structures in the park, which if not clarified could not only prohibit the activity building but also some minor site amenities that our members anticipated would be permitted, such as built in barbecues and seating areas, since they are common in almost all premier parks. Therefore the key items that our association members wish to address are as follows:

- (1) Areas for members and guests to meet and enjoy group activities is becoming a key amenity in parks and as we stated above adding this additional activity center on lot 43 is critical to our ability to grow at this time. We believe that this one structure is all we should need in the foreseeable future however we would like to designate one additional site for another activities building if it were needed in the future.
- (2) It was the intention in both the City's conditions and the Park CC&Rs that to maintain the appearance and safety of the park by restricting personal property, chairs, toys etc from being left laying around on the sites when they were not in use. This was also from a concern that they would be blown around in the wind raising safety issues or damage to other RV's. We wanted to clarify the distinction between this type of personal property and permanently fixed amenities that are approved by the HOA, such as barbecues, seating areas or tables and on five of the larger sites the possibility of a shade structure. These are not only being requested by a number of our owners, they are commonly available in most other similar parks and enhance the value of the properties.
- (3) Another area that needs to be addressed is Outlot A which was designated and built as a storage facility. These are particularly important for members who want to leave their units in storage when they are not using it so the space can be used for the rental pool to accommodate overnight guests to the park. The other need as we grow is for individual storage lockers for owners to use when they are traveling elsewhere and have personal property that they do not wish to carry back and forth. This could also include things like a golf cart or other equipment which they do not want to be left out in the weather when they are traveling. Also the maintenance and operation of the RV Park is becoming a larger and larger operation as our occupancy increases and the storage facility is the only area large enough and suitable for a maintenance office and storage for maintenance equipment and supplies. Outlot A is also the only area suitable for a future activity building if it were needed in the future. Therefore we wanted to clarify the structures that would be permitted in on this Outlot.
- (4) Finally Condition 53 stated that no structure would be used for permanent living quarters . We just wanted to again clarify that this condition excluded the managers unit in the clubhouse which was always a part of the clubhouse and approved in the initial site plan review.

Note: All of the above structural improvements would be required to be processed with a site plan modification through both the homeowners architectural control committee and the City for approval. However in order to provide council with some specificity in the limitations of these improvements, we have also designated both the lots on which they could be built as well and the size limitations for these structures in our requests for modifications to the conditions.

We believe that the changes to the conditions of approval that we are requesting below would address the Park's needs to continue to be competitive in the market as a premier RV Resort and still provide the City with the necessary controls insure compliance with its conditions.

CHANGE CONDITION NUMBER 51:

FROM:

51. "There shall be no construction or maintenance of permanent structures on the individual lots."

TO:

51. "There shall be no construction or maintenance of permanent structures on the individual lots except as follows:

- A. Tables, seating areas, barbecues, and firepits which do not exceed six feet in height, cover no more than nine percent 9% of the lot and which have been approved by the Architectural Control Committee. An approved shade structure may also be installed on lots 8, 9, 10, 42, or 56 and shall not exceed nine feet in height and together with other approved structures not cover more than nine percent of the lot.
- B. Space 43 is being acquired by the HOA and designated for use as an additional common use activity facility and a permanent structure may be built not to exceed 1200 square feet to include restrooms, kitchen and activity room subject to approval by Architectural Control Committee and properly permitted by the City of Chowchilla. This structure may not be used for permanent residency.
- C. Use of Outlot A shall be restricted as follows: (1) Not less than 70 percent of the parcel is to be used for open storage of RV Units, Trailers, Boats, vehicles, and other sports or sporting equipment belongings to owners and guests of the park; (2) A maximum of 5 percent of the parcel located in the northwest corner may be used for a maintenance office, shop, and/or equipment storage area for activities directly associated with the operations of the RV Park and may include permanent structures or storage units not to exceed a total of 1500 square feet; (3) up to a maximum of 20 percent of parcel may be used for storage lockers and these structures shall not exceed a height of 8 feet; (4) in the event the Homeowners Association determines a need for additional common use activity structures they will be required to be located on the western half of Outlot A and shall at no time exceed the lesser of a total of 1650 square feet or 5% of the parcel. Outlot A may be fenced and gated.

CHANGE CONDITION NUMBER 53:

FROM:

53. There shall be no structure designated, intended or used as permanent living quarters or a primary residence.

TO:

53. There shall be no structure designated, intended or used as permanent living quarters or a primary residence, except on Lot 88 within the clubhouse structure.

CHANGE CONDITION NUMBER 54:

FROM:

54. "No personal property except park approved furniture and equipment, i.e. tables, benches and grill that are permanently located shall be permitted to remain where it can be seen by other Owners of visitors to the area, except when the Lot is actually in use. This requirement shall not apply to any permissible vehicle or trailer which may be allowed to remain on a Lot even though not in use."

TO:

54. No personal property other than park approved furniture and equipment e.g. tables, chairs, and grills may be permitted to remain where they are visible by other owners or visitors to the area, except when the lot is in use. This requirement shall not apply to permanently fixed equipment as described in Paragraph 51A above, or any permissible vehicle or trailer, which may be allowed to remain on a lot even though not in use.

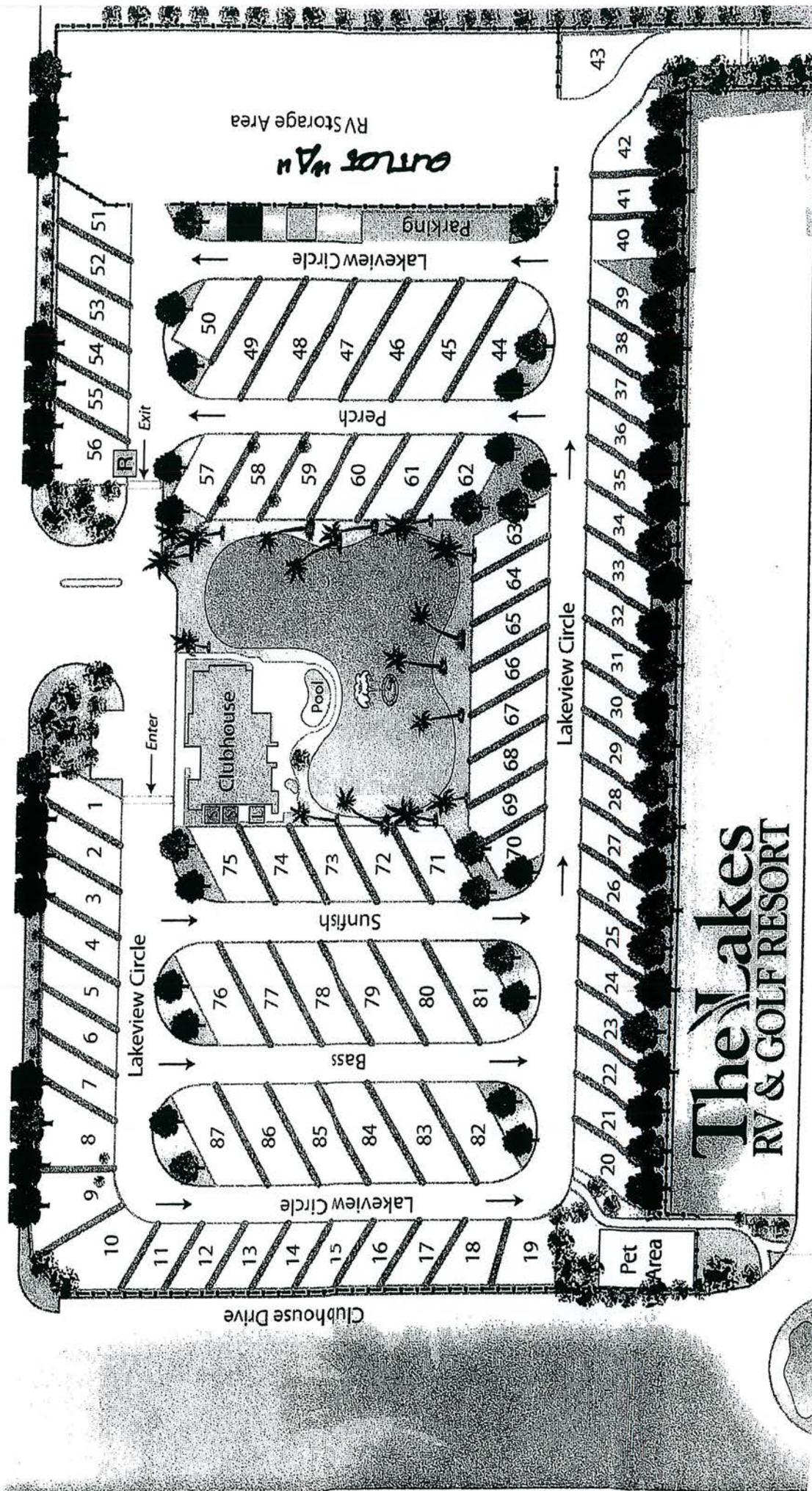
We believe the Lakes RV Park has demonstrated that it is an asset to the City and that it has operated and been maintained in a manner that should alleviate the concerns that some commissioners and council members may have originally had about RV Parks. The park brings owners and visitors to the City who are primarily seniors with disposable income who are usually here for extended periods, shopping in our stores and eating in our restaurants. During this time I am unaware of any complaints or calls to police or fire services and the park currently is generating over \$33,000 per year in transit occupancy tax (TOT) to the City in addition to property taxes. We have the capacity to more than double our occupancy, which would double the City TOT, and expediting the use of the additional activity building on space 43 would be a big step towards achieving that goal.

We do not believe any of these requests adversely affect any park owners or neighbors and that they do meet the spirit of the map conditions. There are 87 spaces in the park and all owners of these Lots have executed a copy of the above changes stating their approval and support.

Thank you for your consideration in this matter, please feel free to call with questions.



Martin Boone



The Lakes RV & GOLF RESORT

Granite Falls Way

*Recording Requested by
& When Recorded Mailed to:*

City Clerk
City of Chowchilla
130 S. Second Street
Civic Center Plaza
Chowchilla CA 93610

No Fee Per Government Code §27383

Amending Conditions of Approval Numbers 51, 53, and 54 of
Document Number No. 94-18330, recorded June 15, 2004, at the
County of Madera as shown on attached Exhibit "A"

COUNCIL RESOLUTION # -15

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHOWCHILLA MODIFYING CONDITIONS OF APPROVAL OF SUBDIVISION MAP NO. 04-0028

WHEREAS, Vesting Tentative Subdivision Map No. 04-0028 was approved on July 12, 2004, subject to conditions of approval prohibiting permanent structures and requiring removal of personal property when lots were not in use; and

WHEREAS, the Lakes RV Homeowners Association has submitted a request due to growth in use of the park to amend certain conditions of approval to provide park users certain amenities and use of the lots; and

WHEREAS, the proposed amended conditions of approval should not impose a burden on lot owners nor alter any rights reflected on the recorded map; and

WHEREAS, the City Council public hearing for the amendment to the conditions of approval was duly published in the Merced Sun-Star, a newspaper of general circulation within the City of Chowchilla on Wednesday, June 24, 2015; and

WHEREAS, the City Council has reviewed the Staff Report and considered testimony of the applicant's representative; and

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. Approval of the amended conditions of approval based on the following:
 1. There are changes in circumstance which make any or all conditions of the existing map no longer appropriate or necessary; and
 3. That the modifications proposed do not impose any additional burden on the present fee owners of the property; and
 4. The modifications do not alter any right, title, or interest in the real property reflected on the recorded map; and
 5. The map conforms to the provisions of Section 66474 of the Government Code.
3. The Council hereby approves of the changes to conditions 53, 53, and 54 of the Conditions of Approval to read as reflected in the attached document, Exhibit A, which shall be recorded with the Madera County Recorder's Office.
4. This resolution is effective immediately upon adoption.
5. The Conditions of Approval, as amended, shall be recorded in the Office of County Recorder.

PASSED AND ADOPTED by the City Council of the City of Chowchilla this 14th day of July 2015 by the following vote to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

John Chavez, Mayor

ATTEST:

Joann McClendon
Interim City Clerk

EXHIBIT "A"

51. There shall be no construction or maintenance of permanent structures on the individual lots except as follows:
- A. Tables, seating areas, barbecues, and fire pits which do not exceed six feet in height, cover no more than nine percent of the lot and which have been approved by the Architectural Control Committee. An approved shade structure may also be installed on Lots 8, 9, 10, 42, or 56 and shall not exceed nine feet in height and together with other approved structures not cover more than nine percent of the lot.
 - B. Lot 43 is being acquired by the HOA and designated for use as an additional common use activity facility not to exceed 1,200 square feet to include restrooms, kitchen, and activity room subject to approval by Architectural Control Committee and permitted by the City of Chowchilla. This structure may not be used for permanent residency.
 - C. Use of Outlot A shall be restricted as follows: (1) Not less than 70 percent of the parcel is to be used for open storage of RV Units, Trailers, Boats, vehicles and other sports equipment belonging to owners and guests of the park; (2) A maximum of five (5) percent of the parcel located in the northwest corner may be used for a maintenance office, shop and equipment storage area for activities associated with the operations of the RV Park and may include permanent structures or storage units not to exceed a total of 1,500 square feet; (3) up to a maximum of 20 percent of the parcel may be used for storage lockers and these structures shall not exceed a height of eight (8) feet; (4) In the event the Homeowners Association determines a need for additional common use activity structures they will be required to be located on the western half of the Outlot A and shall at no time exceed the lesser of a total of 1,650 square feet or five (5) percent of the parcel. Outlot A may be fenced and gated.
53. There shall be no structure designated, intended or used as permanent living quarters or a primary residence, except on Lot 88 within the clubhouse structure.
54. No personal property other than park approved furniture and equipment e.g. tables, chairs, and grills may be permitted to remain where they are visible by other owners or visitors to the area, except when the lot is in use. This requirement shall not apply to permanently fixed equipment as described in Paragraph 51(A) above, or any permissible vehicle or trailer, which may be allowed to remain on a lot even though not in use.



REPORT TO THE CITY COUNCIL

Council Meeting of July 14, 2015

Agenda Section:	<u>Public Hearing</u>
SUBJECT:	Intention to Levy and Collect the Annual Assessments within Landscaping and Lighting Maintenance District No. 1
Authorized By:	<u>Craig Locke, City Engineer/Public Works Director</u>
Approved By:	<u>Brian Haddix, City Administrator</u>

RECOMMENDATION:

The LLMD District No. 1 Map and Levy was approved by council on June 23, 2015. This item is up for public hearing, allowing property owners within the District an opportunity to state any objections. A Public Hearing Notice was published in the July 1, 2015 Chowchilla News.

HISTORY / BACKGROUND:

The Landscaping and Lighting Act of 1972 requires that an Engineer's Report is completed each year and approved by the City Council before assessments can be placed on the property tax roll. The areas included in the City of Chowchilla's Landscaping and Lighting Maintenance District No. 1 annual assessment are as follows:

Zone 1	Robertson Village 1, 2, & 3	Landscaping, Streetlights, Palm Parkway
Zone 2	Dubose Sanders, Tract 86-13	Streetlights, Carlyle, Montgomery, etc.
Zone 3	Rosehill Tract 91-02	Streetlights, Calaveras, Penny, etc.
Zone 4	Parkridge Estates II, Tract 90-25	Streetlights, Cedar, Oak, Elm
Zone 5	Chowchilla Gardens Apartments	Streetlights, Kites Way, Myer
Zone 6	Washington Square Apartments	Streetlights, Washington, Kites Way
Zone 7	Meadowlark, Tract 97-25	Streetlights, Pistachio, Elm, Birch
Zone 8	Palm Estates	Landscaping, Streetlights Palm Parkway
Zone 9	Cornerstone Church	Landscaping, Streetlights, Robertson, Fig Tree
Zone 10	Pheasant Run	Landscaping, Streetlights, Waterfall, Robertson, Clubhouse, S. Fig Drive, Granite Falls Way
Zone 11	Tract 90-1, Ph. 1 & 2, Shasta Village Apartments	Landscaping Santa Cruz Blvd, Streetlights Washington, Kites Way, Molly, etc.
Zone 12	Tract 90-1, Ph. 3 - 6	Landscaping Santa Cruz Blvd, Washington, Streetlights Santa Cruz, Elm, Rose, etc.

Zone 13	Valley Grove Estates, Tract 03-11, Ph. 1 - 4	Landscaping Santa Cruz, Streetlights, Santa Cruz, Howell, Peach, Plum, Cherry, etc.
Zone 14	Valley Grove Estates, Tract 03-11, Ph. 5 & 6	Landscaping Santa Cruz, Streetlights, Cottonwood, Peach, Willow, Almond, Parkridge
Zone 15	Valley Grove Estates, Phase 7	Landscaping Santa Cruz, Streetlights, Camellia, Chestnut, Blossom, no homes, no assessment this year
Zone 16	Olivero Ranch	Landscaping and Streetlights Washington
Zone 17	The Village at Chowchilla Apartments	Landscaping Kites Way, Streetlights, Kites, Myer
Zone 18	Tract 04-49	Landscaping Palm Parkway, incomplete this year's assessment deferred
Zone 19	Montgomery Farms, Tract 05-07	Landscaping SR 99, Robertson, Streetlights, S. Fig, Genoa, Montgomery
Zone 20	Heritage Center, Tract 05-62	Landscaping Robertson Blvd, Streetlights, Robertson, Front, Kings
Zone 21	Sylva Ford, Tract 05-19	Landscaping SR99, Streetlights, Prosperity
Zone 22	Tract 05-56	Not Completed, this year's assessment deferred
Zone 23	Legacy Ranch, Tract 05-29	Not Completed, this year's assessment deferred
Zone 24	Redwood Apartments	Not Completed, this year's assessment deferred
Zone 25	AutoZone	Streetlights, Robertson

In FY 2014-2015 no new territory was annexed in the City of Chowchilla, L&L No. 90-1.

On June 23, 2015, council approved Resolution 42-15, declaring “**No New Improvements or Substantial Changes in Existing Improvements to Landscape and Lighting Maintenance District No.90-1 of the City of Chowchilla, Adopt City Engineer’s Report, Declare Intention to Levy and Collect Assessments with the District for the 2015-2016 Fiscal Year**”, setting the public hearing date for July 14, 2015.

FINANCIAL IMPACT:

If the resolution is approved, the City will receive approximately \$314,158 to offset the cost of maintaining landscaping in the District. The FY 2015-2016 assessments have been returned to the FY2011-2012. Staff does not recommend increasing the assessments for any of the districts for FY 2015-2016.

SUPPLEMENTS ATTACHED:

Engineer’s Report FY 2015-2016 Annual Assessments for L&LMD 90-1

SPECIAL INSTRUCTIONS:

City Clerk to copy resolution to City Engineer/Public Works Director, and City Finance Director to setup appropriate accounts for tracking this project (Revenue and Expenditures).

**CITY OF CHOWCHILLA
ENGINEER'S REPORT**

FOR THE

**LANDSCAPE MAINTENANCE AND
LIGHTING DISTRICT NO. 90-1**

2015-2016 TAX YEAR

**CRAIG MITCHELL LOCKE
CITY ENGINEER
CITY OF CHOWCHILLA**

JULY 2015

CHOWCHILLA, CALIFORNIA

**ENGINEER'S REPORT OF CITY OF CHOWCHILLA
LANDSCAPE MAINTENANCE AND LIGHTING DISTRICT NO. 90-1 2015-2016**

I, Craig M. Locke, Engineer for the City of Chowchilla, Landscape Maintenance and Lighting District No. 90-1 hereby submit the Engineer's Report of said project as follows:

1. PLANS AND SPECIFICATIONS

The Plans and Specifications for the improvements to be serviced and maintained are on file in the office of the City Engineer. The District will be responsible for the operation and maintenance of the following improvements:

- Fig Tree Road East side of Fig Tree Road from E. Robertson Blvd. south to SR 99. Landscape Maintenance- Operation and maintenance of landscaping between the back of sidewalk and the subdivision sound wall. Operation and maintenance of street lighting.
- E. Robertson Blvd. (Ave. 26) from Fig Tree Road to Club House Drive (south side). Landscape Maintenance - Operation and maintenance landscaping along the edge of E. Robertson Blvd. from Fig Tree Road to Club House Drive. Operation and maintenance of street lighting.
- E. Robertson Blvd. (Ave. 26) from Club House Drive to East City Limits.
- E. Robertson Blvd (Ave. 26) from Fig Tree Road to Club House Drive (north side). Landscape Maintenance - Operation and maintenance of landscaping along the north side of E. Robertson Blvd. from Fig Tree Road to Club House Drive and both sides of E. Robertson Blvd. (Ave. 26) from Club House Drive to East City Limits Operation and maintenance of street lighting.
- Club House Drive from E. Robertson Blvd. south. Landscape Maintenance - Operation and maintenance of landscaping along Club House Drive from E. Robertson Blvd. south to the traffic circle (both sides)
- Club House Drive from E. Robertson Blvd. north to the Future Loop Road. Landscape Maintenance - Operation and maintenance of landscaping along Club House Drive from E. Robertson Blvd. north to the Future Loop Road. (both sides)

The improvements for the Pheasant Run Area consist of the facilities within the boundaries of the City of Chowchilla Landscape & Lighting District adjacent to the Greenhills Subdivision, existing and future, maintained and serviced as generally described as follows:

The construction, operation maintenance and servicing of street lighting and landscaping facilities and appurtenant facilities, including but not limited to, personnel, electrical energy, utilities such as water materials, contracting services, and other items necessary for the satisfactory construction, operation maintenance and servicing of the improvements described below:

Landscape Maintenance - Operation and maintenance of future roadside landscaping along E. Robertson Blvd. between the back of sidewalk and the subdivision sound walls. Operation and maintenance of street lighting.

- Valley Grove Estates - Santa Cruz Boulevard Phases I through IV -The improvements (Tract No. 03- 11) are landscaping, drainage, disposal, irrigation system and public lighting.
- Valley Grove Estates - Santa Cruz Boulevard Phase V. The improvements (Tract No. 03- 11) are landscaping, drainage, disposal, irrigation system and public lighting.
- Valley Grove Estates - Santa Cruz Boulevard -Phase VI. The improvements (Tract No. 04- 06) are landscaping, drainage, disposal, irrigation system and public lighting.

- Valley Grove Estates - Santa Cruz Boulevard -Phase VII. The improvements (Tract No. 04-30) are landscaping, drainage, disposal, irrigation system and public lighting.
- Tract No. 97-01 The improvements (Tract No. 97-01) are landscaping, drainage, disposal, irrigation system and public lighting.
- Tract No. 90-22 Santa Cruz Blvd I Washington Rd Phases I-VI & Outlot A. Tract No. 90-22 improvements are landscaping, drainage, irrigation system and public lighting.
- Tract No. 05-56 - Santa Cruz Blvd I Washington Rd I Palm Parkway - Phases I-II. The improvements are landscaping, drainage, disposal, irrigation system and public lighting.
- Parcel 2 of Parcel Map 98-15 Washington Road. The improvements for Parcel Map 98-15 consist of landscaping, drainage, disposal, irrigation system and public lighting.
- Parkridge Estates II and Parcels I and 2. The improvements are landscaping, drainage, disposal, irrigation system and public lighting.
- Rosehill Subdivision Tract No, 91-02. The improvements are landscaping, drainage, disposal, irrigation system and public lighting.
- Lot I of Tract 00-09. The improvements are landscaping, drainage, disposal, irrigation system and public lighting.
- Lot 1 of Tract 94-28. The improvements are landscaping, drainage, disposal, irrigation system and public lighting.
- Parcel 1 of Parcel Map No. 04-49. The improvements are landscaping, drainage, disposal, irrigation system and public lighting.
- Remainder Tract No. 94-28. The improvements are landscaping, drainage, disposal, irrigation system and public lighting.
- Robertson Village No. 1, No. 2 and No. 3 I Palm Park Way. The improvements are landscaping, drainage, disposal, irrigation system and public lighting.
- Legacy Ranch Tract No. 05-29 /5th Street, Road 16, Legacy Boulevard and Interior Landscaping. are landscaping, drainage, disposal, irrigation system and public lighting.
- Parcel Map No. 05-62. The improvements are landscaping, drainage, disposal, irrigation system and public lighting.
- Tract No. 05-19. The improvements are landscaping, drainage, disposal, irrigation system and public lighting.
- Parcel Map No. 86-13. The improvements are landscaping, drainage, disposal, irrigation system and public lighting.
- Tract No. 05-07. The improvements are landscaping, drainage, disposal, irrigation system and public lighting.
- Cornerstone Church PM No. 02-09, Parcel No.I at Figtree Rd and Robertson Blvd The improvements are landscaping, drainage, disposal, irrigation system and public lighting.
- Parcel Map 92-10 Redwood Apartments. The improvements are landscaping, drainage, disposal, irrigation system, and public lighting.
- AutoZone. The improvements are landscaping, drainage, disposal, irrigation system, and public lighting.

Street Lighting and Traffic Signals Improvements

Streetlight poles, fixtures, bulbs, conduits and miscellaneous equipment including guys, anchors, posts and pedestals, metering devices, controllers and appurtenant facilities as required to provide street lighting located within public right-of-ways and easements within the boundaries of the District.

A map showing the location of all streetlights and traffic signals within the District is on file in the office of the City Engineer of the City of Chowchilla.

Landscaping Improvements

Landscaping, plants, shrubbery, trees, irrigation systems, landscapes, fixtures, maintenance and appurtenant facilities located within and alongside streets, parkways, and medians located within City right-of-ways and dedicated easements within the boundaries of the District.

The street medians are located within four lane (or larger) roadways, or within roadways that provide a district-wide benefit as designated by the City Engineer. Maintenance means the ordinary and usual maintenance, operation and servicing of the landscaping, public lighting, and appurtenant facilities including repair, removal or replacement of any of the landscaping, lighting, or appurtenant facilities; providing for the life, growth, health and beauty of the landscaping, including cultivation, irrigation, trimming, spraying, fertilizing and treating for disease or injury and the removal of trimmings, rubbish, debris and other solid waste.

Servicing means irrigation of landscaping and maintenance of public lighting, park and recreational improvements and facilities. Also furnishing electricity to lights and landscaping facilities. This also includes the administrative costs associated with operating the District.

Drainage disposal means repair, removal or replacement of all or part of the storm water basins serving each of the areas within the District.

1. ESTIMATED COST

A cost breakdown of maintenance and other expenses are described in Exhibit "A" located within each described section of said Report.

2. PROPOSED ASSESSMENT

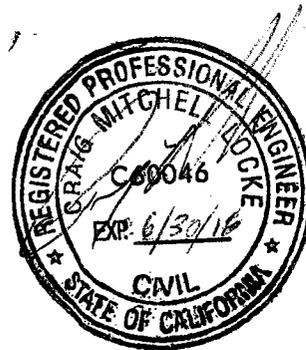
I, do hereby, assess and apportion said total amount of the cost and expenses of said formation, servicing and maintenance, upon the several lots, or parcels of land liable therefor and benefited thereby all as is more particularly set forth in the assessment roll filled herewith located within each described section of said Report. The numbers on said assessment roll correspond with the assigned numbers upon the assessment diagram filed herewith. Said assessment is made upon the several parcels of land within said District in proportion to the estimated benefits to be received by said parcels respectively from said maintenance.

3. ASSESSMENT DIAGRAM

The attached diagram marked Exhibit "C" entitled "Assessment Diagram of the City of Chowchilla, Landscape Maintenance and Lighting District No. 90-1, County of Madera, State of California", delineates the assessment district boundaries Each lot or parcel of land having been assigned a distinctive number on the Madera County Assessors Roles.

Dated: 6/17/15

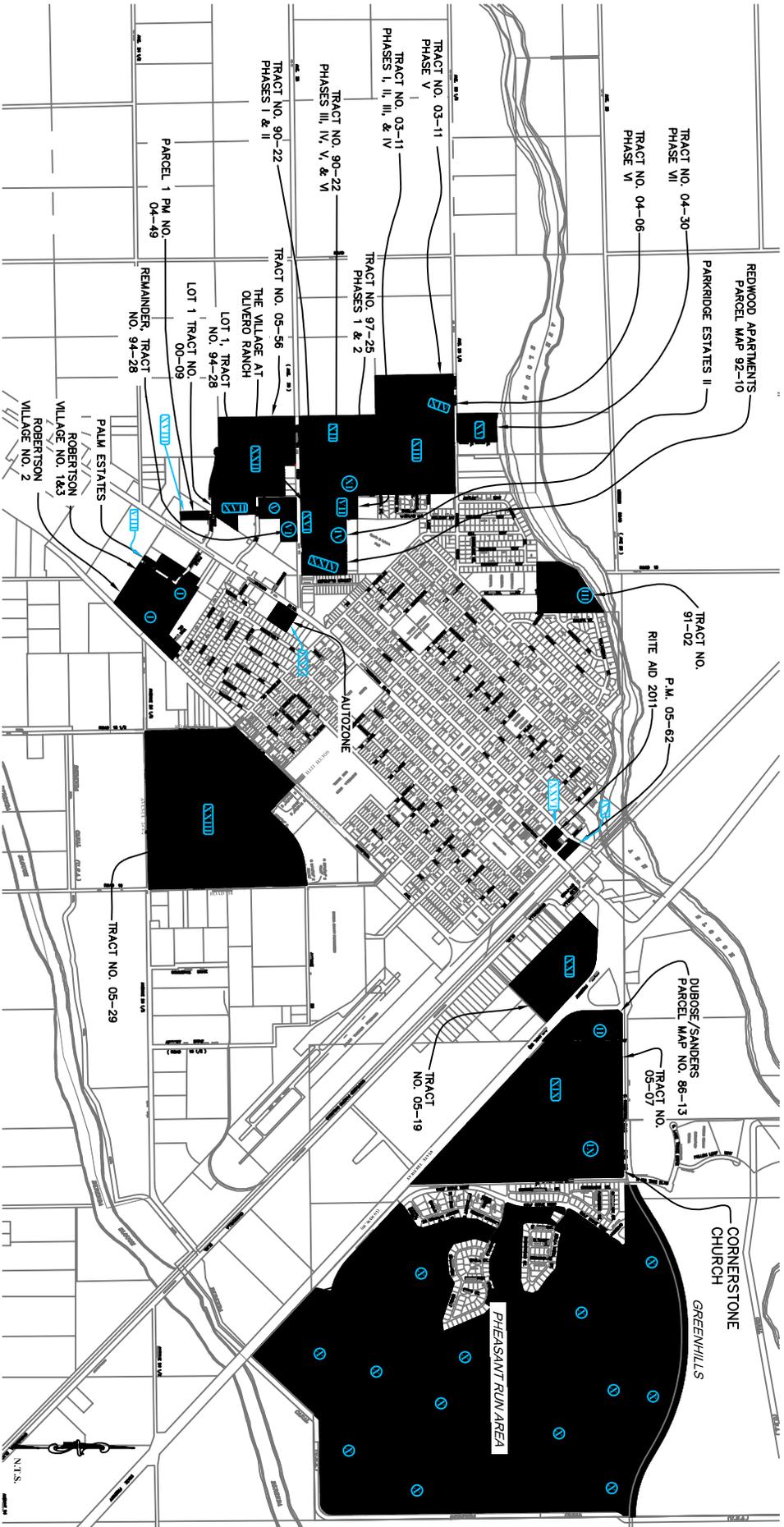
Signed: [Signature]



**CITY OF CHOWCHILLA
ENGINEERS REPORT
LANDSCAPE MAINTENANCE & LIGHTING DISTRICT NO. 90-1
2015-2016 TAX YEAR
SUMMARY OF TOTAL ASSESSMENT FOR 2015/2016**

ZONE #	DESCRIPTION	ASSESSMENT AMOUNT
1	Robertson Village, Phases 1,2, & 3	\$ 6,349.66
2	Tract No. 86-13, Dubose Sanders	\$ 1,425.38
3	Tract No. 91-02, Rosehill Subdivision	\$ 1,769.02
4	Tract No. 90-25, Parkridge Estates II	\$ 1,038.08
5	Tract No. 94-28 (APN#001-230-29), Chowchilla Garden Apartments	\$ 251.40
6	Tract No. 94-28 (APN#001-230-31), Washington Square Apartments	\$ 982.00
7	Tract No. 97-25, Meadowlark Subdivision	\$ 1,005.18
8	Palm Estates (APN 002-261-63 through 002-261-78)	\$ 1,100.64
9	Cornerstone Church	\$ 6,483.44
10	Pheasant Run District - All But Rancho Calera	\$ 132,522.14
10	Pheasant Run District-Rancho Calera (Not Completed, \$18,170.00 assessment deferred)	
11	Tract No. 90-22, Phases 1,2,& Outlot A, Shasta Village Apartments	\$ 6,596.62
12	Tract 90-22, Phases 3 through 6	\$ 11,395.20
13	Tract No. 03-11, Valley Grove Estates Phases 1 through 4	\$ 22,669.80
14	Tract No. 03-11, Valley Grove Estates Phases 5 & 6	\$ 9,852.10
15	Tract No. 03-11, Valley Grove Estate Phase 7	\$ 3,798.40
16	The Village at Olivero Ranch	\$ 5,222.36
17	Tract No. 00-09, The Village at Chowchilla Apartements	\$ 2,859.78
18	Parcel Map No. 04-49 Parcel 1 (Not Completed, \$761.60 assessment deferred)	
19	Tract No. 05-07, Montgomery Farms	\$ 66,199.16
20	Tract No. 05-62, Heritage Center	\$ 1,531.42
21	Tract No. 05-19, Silva Ford and Prosperity Blvd.	\$ 27,870.60
22	Tract No. 05-56(Not Completed, \$23,227.20 assessment deferred)	
23	Tract No. 05-29, Legacy Ranch (Not Completed, \$207915.76 assessment deferred)	
24	Tract No. 92-10 Redwood Apartments (Not Completed, \$5,401.88 assessment deferred)	
25	AutoZone	\$ 935.76
26	Rite-Aid (Grothe Family Trust)	\$ 2,299.76
	Total of All Assesement Districts	\$ 314,157.90

ASSESSMENT DIAGRAM
 CITY OF CHOWCHILLA
 LANDSCAPE MAINTENANCE AND
 LIGHTING DISTRICT NO. 90-1
 COUNTY OF MADERA, STATE OF CALIFORNIA



CHOWCHILLA
 101P9002-E
 101P9002E01.DWG

**CITY OF CHOWCHILLA
ENGINEERS REPORT
LANDSCAPE MAINTENANCE & LIGHTING DISTRICT NO. 90-1
2015-2016 TAX YEAR
EXHIBIT "A"**

ROBERTSON VILLAGE 1, 2 & 3

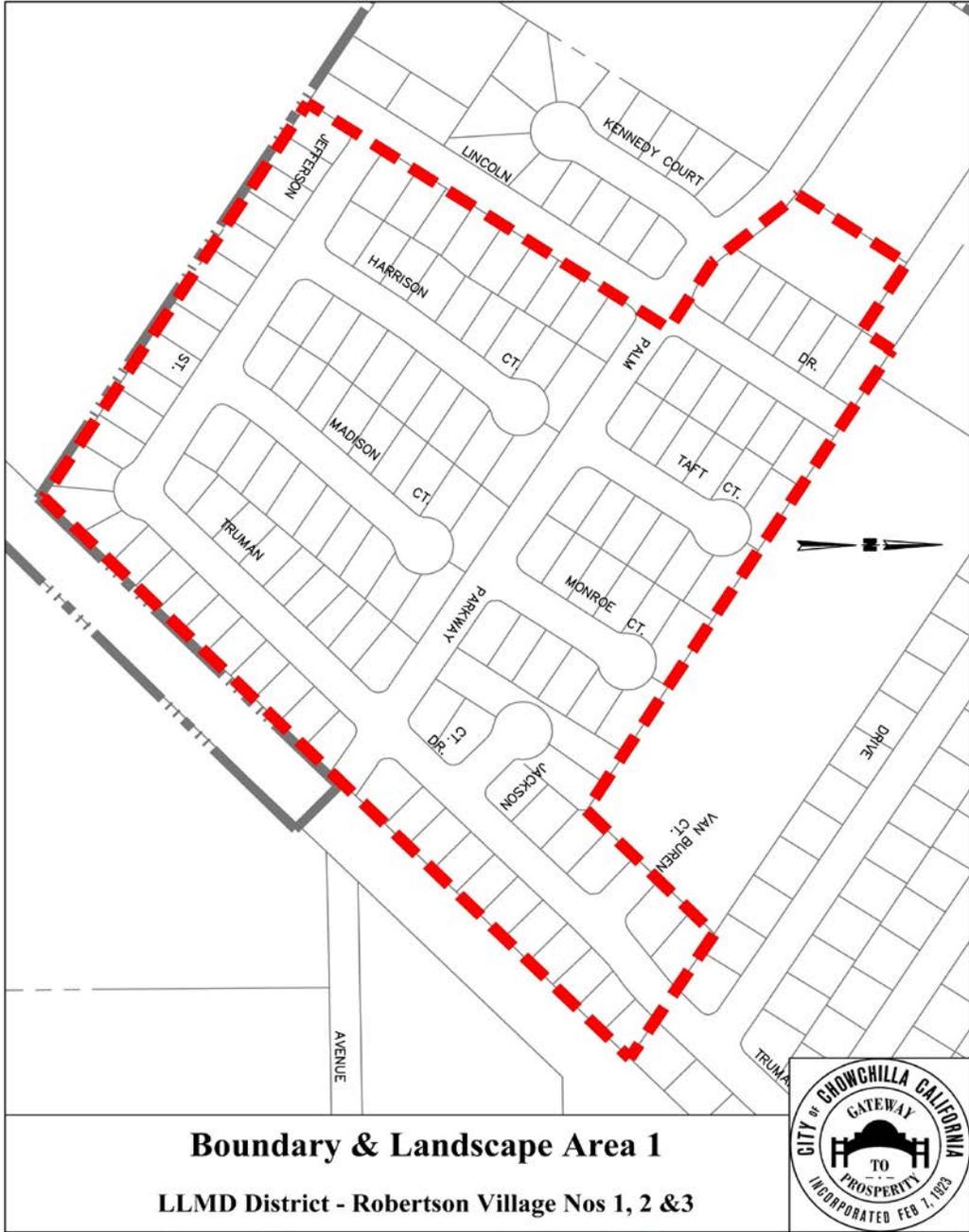
ZONE 1

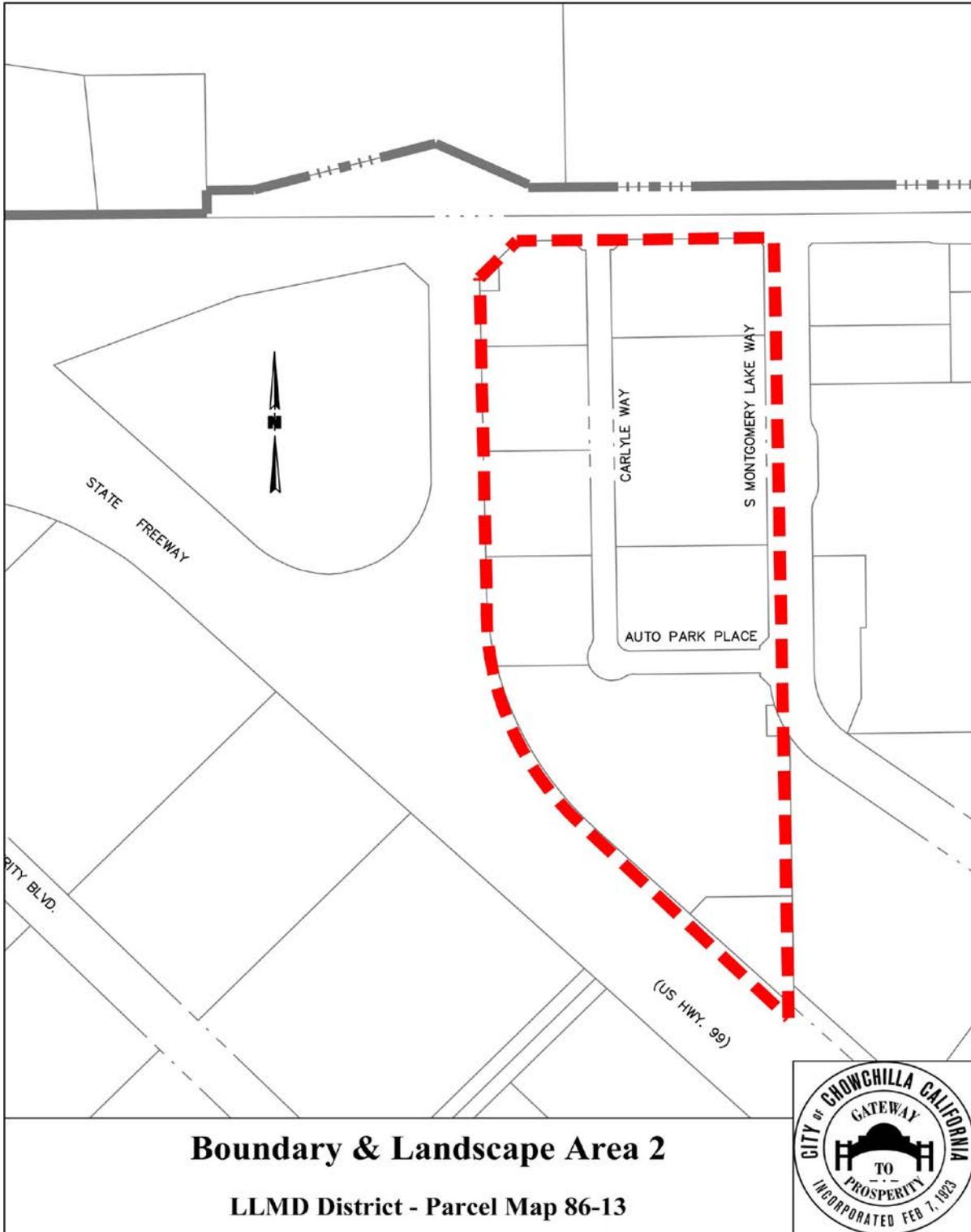
Description	Amount	Cost	Total Cost
A. Operation, Equipment and Maintenance Costs			
Storm Drain			\$ -
Facilities, Landscaping and Irrigation System	1	\$ 3,306.16	\$ 3,306.16
Streetlights - Monthly Service Charge per light	31	\$ 45.00	\$ 1,395.00
Streetlights - Average Annual Maintenance (per light)	31	\$ 25.00	\$ 775.00
Streetlights - Labor, Equip, Administrative Costs	0.25	\$ 794.00	\$ 198.50
B. Incidental and Indirect Costs			
Legal and Administrative Fees			\$ 250.00
Assessment Proceedings			\$ 75.00
Publications, Mailings, and Posting			\$ 50.00
County Processing Fees			\$ -
Laboratory Soil Sampling and Testing for Toxic Substances			\$ -
Engineering Fees			\$ 300.00
 Total Annual Assessment			 <u><u>\$ 6,349.66</u></u>

ENGINEER'S CALCULATIONS

Single Parcels	136	\$ 44.76	per lot
Parcel 53, Equivalent Units	<u>5.86</u>		
Total Equivalent Units	<u><u>141.86</u></u>		
 Assessment Rate Per Equivalent		 \$ 44.76	
 Assessment Rate for Single Family Lots		 \$ 6,087.37	
Assessment Rate for Parcel 53		\$ 262.29	
 Total Assessment		 \$ 6,349.66	

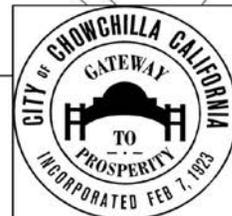
Any additional Costs or unanticipated costs will be paid out of Fund Balance.





Boundary & Landscape Area 2

LLMD District - Parcel Map 86-13



**CITY OF CHOWCHILLA
ENGINEERS REPORT
LANDSCAPE MAINTENANCE & LIGHTING DISTRICT NO. 90-1
2015-2016 TAX YEAR
EXHIBIT "A"**

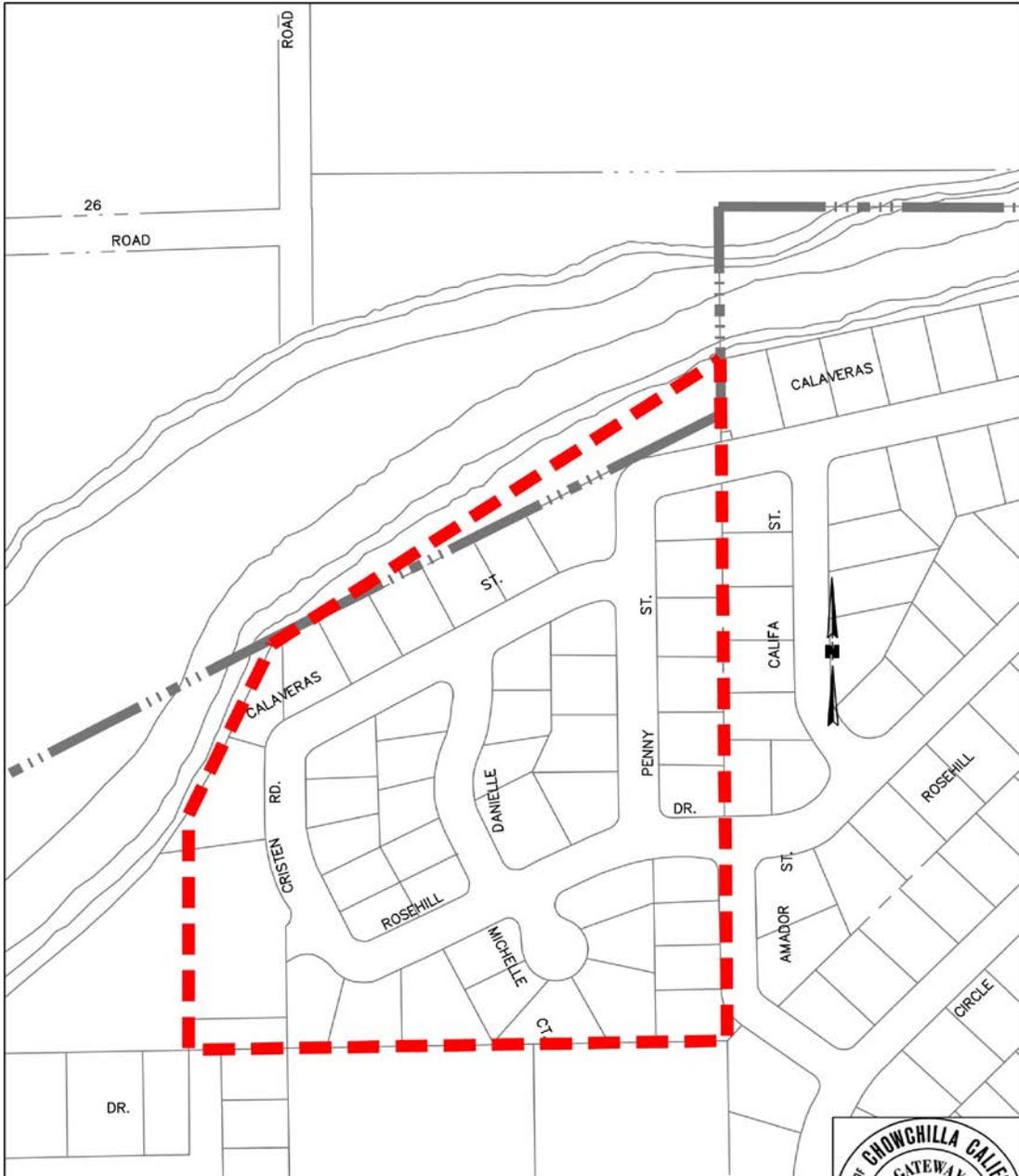
TRACT NO. 91-02, ROSEHILL SUBDIVISION ZONE 3

Description	Amount	Cost	Total Cost
A. Operation, Equipment and Maintenance Costs			
Storm Drain			\$ -
Facilities, Landscaping and Irrigation System	0	\$ -	\$ -
Streetlights - Monthly Service Charge per light	17	\$ 45.00	\$ 765.00
Streetlights - Average Annual Maintenance (per light)	17	\$ 25.00	\$ 425.00
Streetlights - Labor, Equip, Administrative Costs	0.25	\$ 435.20	\$ 108.80
B. Incidental and Indirect Costs			
Legal and Administrative Fees			\$ 150.00
Assessment Proceedings			\$ 100.22
Publications, Mailings, and Posting			\$ 20.00
County Processing Fees			\$ -
Laboratory Soil Sampling and Testing for Toxic Substances			\$ -
Engineering Fees			\$ 200.00
 Total Annual Assessment			 <u><u>\$ 1,769.02</u></u>

ENGINEER'S CALCULATIONS

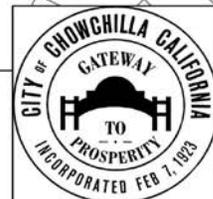
Parcels	43
 Total Equivalent Units	 <u><u>43</u></u>
 Assessment Rate Per Equivalent	 \$ 41.14
 Assessment Rate for Single Family Lots	 \$ 1,769.02
 <u>Total Assessment</u>	 <u><u>\$ 1,769.02</u></u>

Any additional Costs or unanticipated costs will be paid out of Fund Balance.



Boundary & Landscape Area 3

LLMD District - Tract No. 91-02 Rosehill Subdivision



**CITY OF CHOWCHILLA
ENGINEERS REPORT
LANDSCAPE MAINTENANCE & LIGHTING DISTRICT NO. 90-1
2015-2016 TAX YEAR
EXHIBIT "A"**

TRACT NO. 90-25, PARKRIDGE ESTATES II ZONE 4

Description	Amount	Cost	Total Cost
A. Operation, Equipment and Maintenance Costs			
Storm Drain			
Facilities, Landscaping and Irrigation System	0	\$ -	\$ -
Streetlights - Monthly Service Charge per light	9	\$ 45.00	\$ 405.00
Streetlights - Average Annual Maintenance (per light)	9	\$ 25.00	\$ 225.00
Streetlights - Labor, Equip, Administrative Costs	0.25	\$ 230.40	\$ 57.60
 B. Incidental and Indirect Costs			
Legal and Administrative Fees			\$ 75.00
Assessment Proceedings			\$ 85.48
Publications, Mailings, and Posting			\$ 15.00
County Processing Fees			\$ -
Laboratory Soil Sampling and Testing for Toxic Substances			\$ -
Engineering Fees			\$ 175.00
 Total Annual Assessment			\$ 1,038.08

ENGINEER'S CALCULATIONS

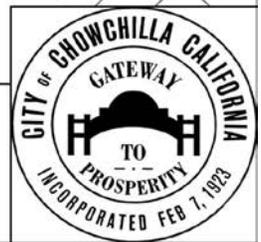
Parcels	32
Total Equivalent Units	32
Assessment Rate Per Equivalent	\$ 32.44
Assessment Rate for Single Family Lots	\$ 1,038.08
Total Assessment	\$ 1,038.08

Any additional Costs or unanticipated costs will be paid out of Fund Balance.



Boundary & Landscape Area 4

LLMD District - Tract No. 90-25 Parkridge Estates II



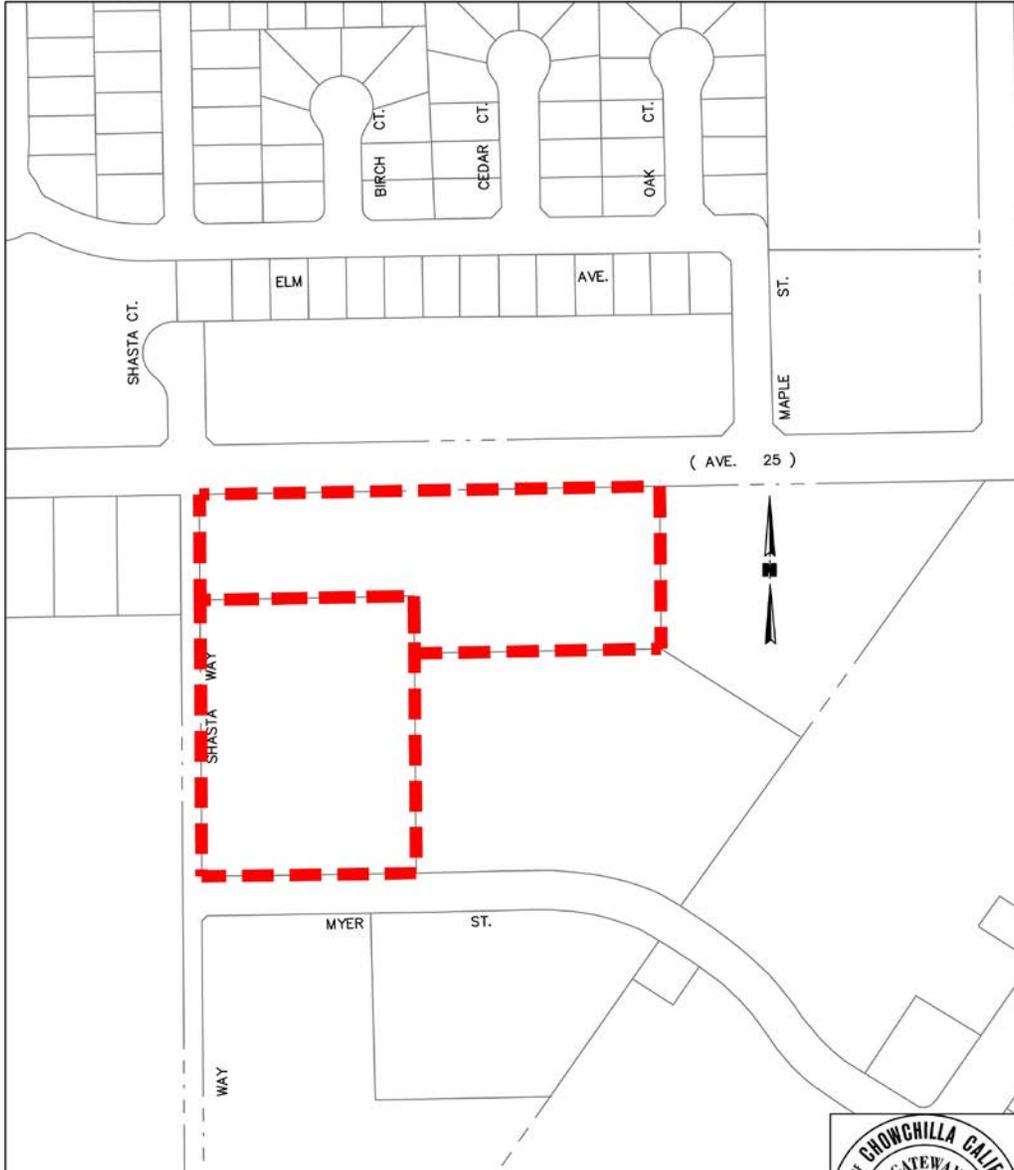
**CITY OF CHOWCHILLA
ENGINEERS REPORT
LANDSCAPE MAINTENANCE & LIGHTING DISTRICT NO. 90-1
2015-2016 TAX YEAR
EXHIBIT "A"**

TRACT NO. 94-28, CHOWCHILLA GARDENS (APN# 001-230-29)	ZONE 5		
Description	Amount	Cost	Total Cost
A. Operation, Equipment and Maintenance Costs			
Storm Drain			
Facilities, Landscaping and Irrigation System	0	\$ -	\$ -
Streetlights - Monthly Service Charge per light	1	\$ 45.00	\$ 45.00
Streetlights - Average Annual Maintenance (per light)	1	\$ 25.00	\$ 25.00
Streetlights - Labor, Equip, Administrative Costs	0.25	\$ 229.70	\$ 56.40
B. Incidental and Indirect Costs			
Legal and Administrative Fees			\$ 25.00
Assessment Proceedings			\$ 50.00
Publications, Mailings, and Posting			\$ -
County Processing Fees			\$ -
Laboratory Soil Sampling and Testing for Toxic Substances			\$ -
Engineering Fees			\$ 50.00
 Total Annual Assessment			 <u><u>\$ 251.40</u></u>

ENGINEER'S CALCULATIONS

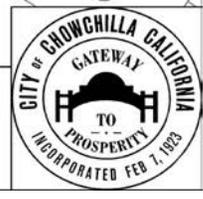
APN# 001-230-29	1
Total Equivalent Units	<u><u>1</u></u>
Assessment Rate Per Equivalent	\$ 251.40
Assessment Rate for Single Family Lots	\$ 251.40
<u>Total Assessment</u>	<u><u>\$ 251.40</u></u>

Any additional Costs or unanticipated costs will be paid out of Fund Balance.



Boundary & Landscape Area 5 & 6

LLMD District - Tract No. 94-28



**CITY OF CHOWCHILLA
ENGINEERS REPORT
LANDSCAPE MAINTENANCE & LIGHTING DISTRICT NO. 90-1
2015-2016 TAX YEAR
EXHIBIT "A"**

**TRACT NO. 94-28, WASHINGTON SQ. APTS
(APN# 001-230-31)**

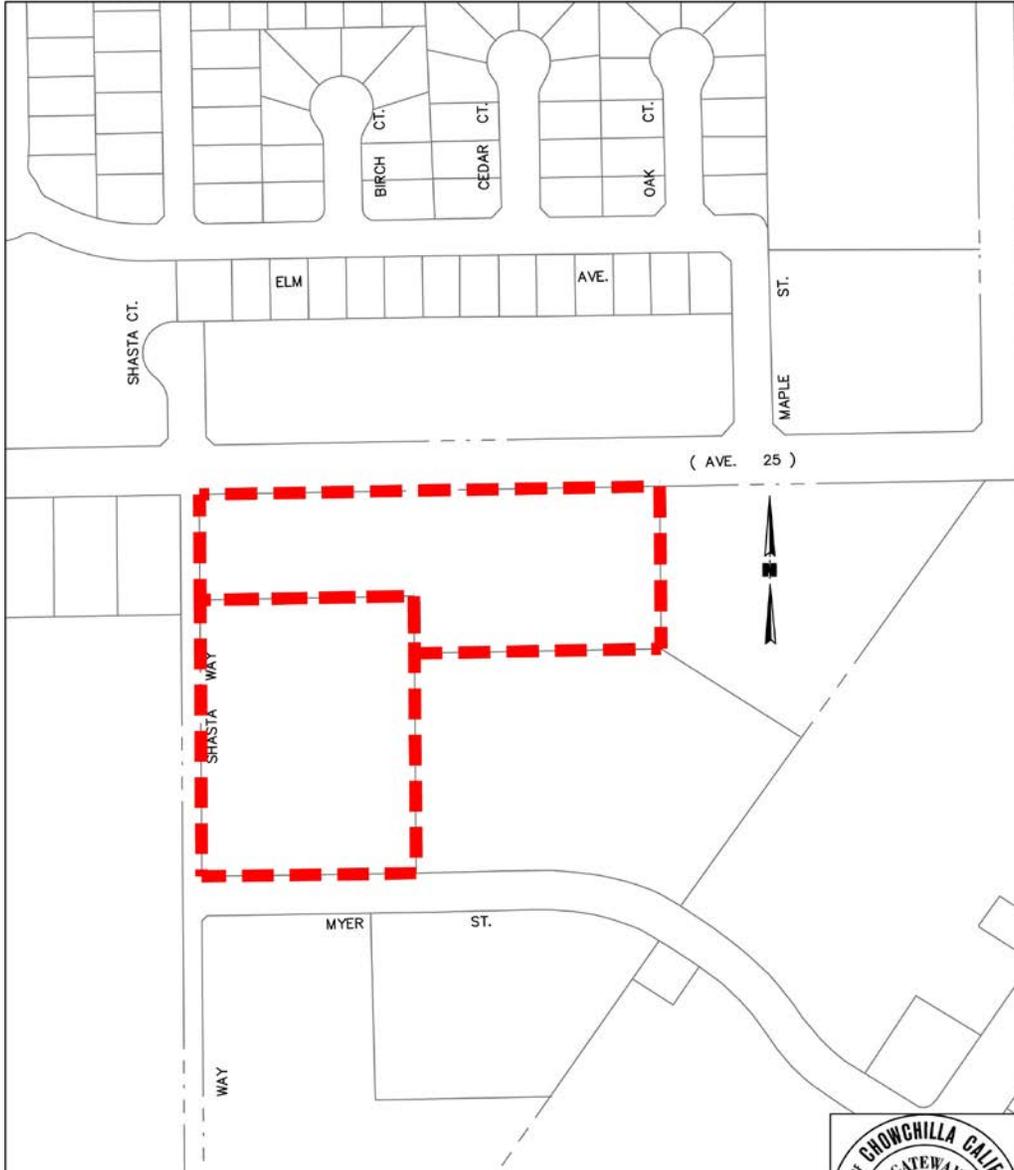
ZONE 6

Description	Amount	Cost	Total Cost
A. Operation, Equipment and Maintenance Costs			
Storm Drain			
Facilities, Landscaping and Irrigation System	0	\$ -	\$ -
Streetlights - Monthly Service Charge per light	5	\$ 45.00	\$ 225.00
Streetlights - Average Annual Maintenance (per light)	5	\$ 25.00	\$ 125.00
Streetlights - Labor, Equip, Administrative Costs	0.25	\$ 1,128.00	\$ 282.00
B. Incidental and Indirect Costs			
Legal and Administrative Fees			\$ 75.00
Assessment Proceedings			\$ 100.00
Publications, Mailings, and Posting			\$ -
County Processing Fees			\$ -
Laboratory Soil Sampling and Testing for Toxic Substances			\$ -
Engineering Fees			\$ 175.00
 Total Annual Assessment			 <u><u>\$ 982.00</u></u>

ENGINEER'S CALCULATIONS

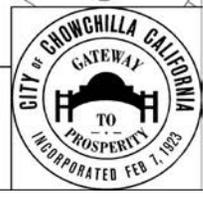
APN# 001-230-29	1
 Total Equivalent Units	 <u><u>1</u></u>
 Assessment Rate Per Equivalent	 \$ 982.00
 Assessment Rate	 \$ 982.00
 <u>Total Assessment</u>	 <u><u>\$ 982.00</u></u>

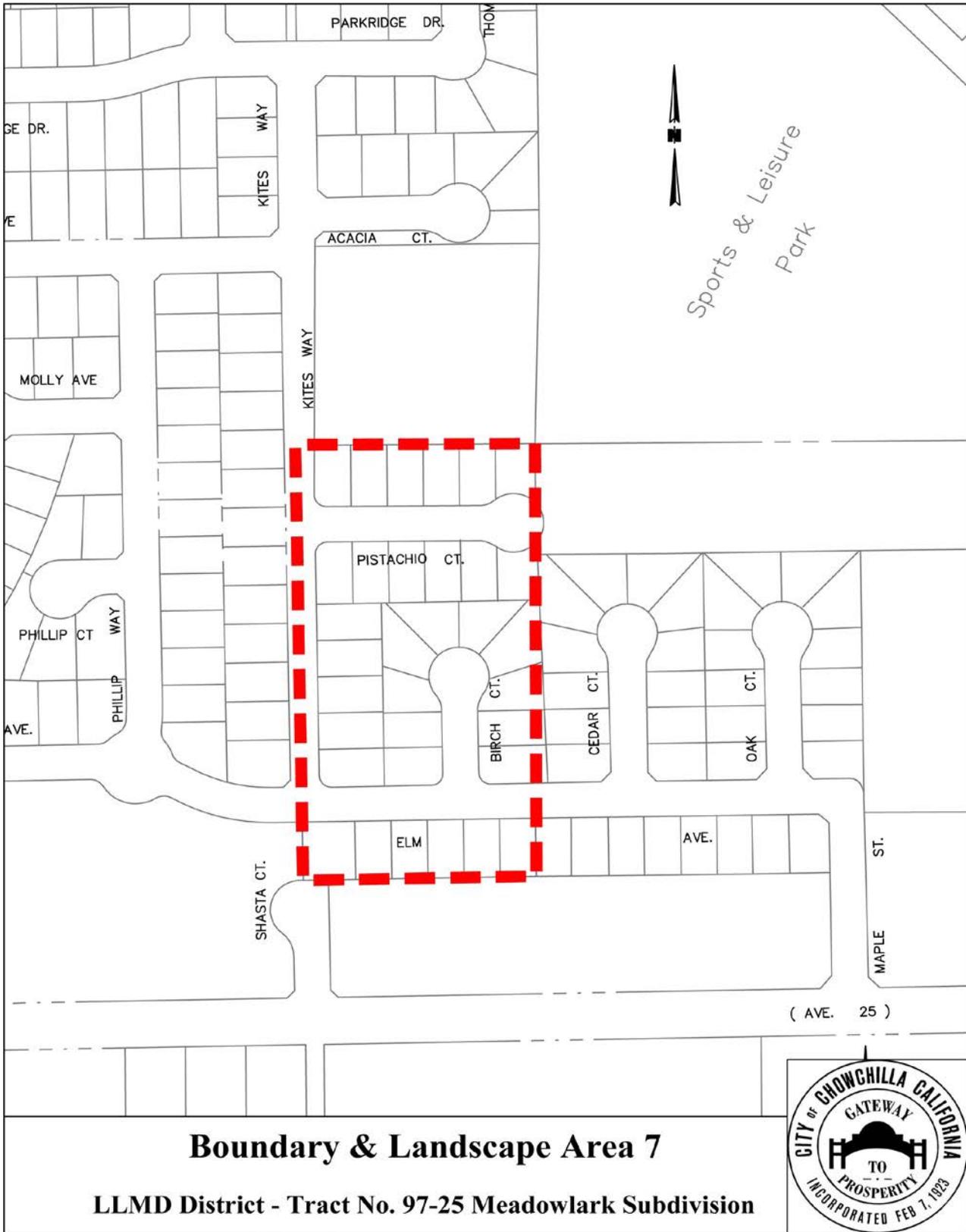
Any additional Costs or unanticipated costs will be paid out of Fund Balance.



Boundary & Landscape Area 5 & 6

LLMD District - Tract No. 94-28





**CITY OF CHOWCHILLA
ENGINEERS REPORT
LANDSCAPE MAINTENANCE & LIGHTING DISTRICT NO. 90-1
2015-2016 TAX YEAR
EXHIBIT "A"**

PALM ESTATES (APN #002-261-63 THROUGH APN# 002-261-78)	ZONE 8		
Description	Amount	Cost	Total Cost
A. Operation, Equipment and Maintenance Costs			
Storm Drain			
Facilities, Landscaping and Irrigation System	1	\$ 832.64	\$ 832.64
Streetlights - Monthly Service Charge per light	2	\$ 45.00	\$ 90.00
Streetlights - Average Annual Maintenance (per light)	2	\$ 25.00	\$ 50.00
Streetlights - Labor, Equip, Administrative Costs	0.25	\$ 52.00	\$ 13.00
	0		
B. Incidental and Indirect Costs			
Legal and Administrative Fees			\$ 40.00
Assessment Proceedings			\$ 15.00
Publications, Mailings, and Posting			\$ 10.00
County Processing Fees			\$ -
Laboratory Soil Sampling and Testing for Toxic Substances			\$ -
Engineering Fees			\$ 50.00
 Total Annual Assessment			 <u>\$ 1,100.64</u>

ENGINEER'S CALCULATIONS

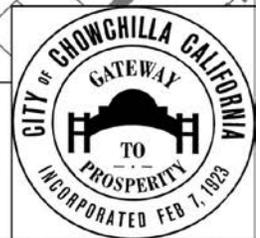
Parcels	16
Total Equivalent Units	<u>16</u>
Assessment Rate Per Equivalent	\$ 68.79
Assessment Rate for Single Family Lots	\$ 1,100.64
<u>Total Assessment</u>	<u>\$ 1,100.64</u>

Any additional Costs or unanticipated costs will be paid out of Fund Balance.



Boundary & Landscape Area 8

LLMD District - Tract No. 90-25 Parkridge Estates II



**CITY OF CHOWCHILLA
ENGINEERS REPORT
LANDSCAPE MAINTENANCE & LIGHTING DISTRICT NO. 90-1
2015-2016 TAX YEAR
EXHIBIT "A"**

CORNERSTONE CHURCH

ZONE 9

Description	Amount	Cost	Total Cost
A. Operation, Equipment and Maintenance Costs			
Storm Drain			\$ -
Facilities, Landscaping and Irrigation System	1	\$ 3,852.41	\$ 3,852.41
Streetlights - Monthly Service Charge per light	7	\$ 66.19	\$ 463.34
Streetlights - Average Annual Maintenance (per light)	7	\$ 25.00	\$ 175.00
Streetlights - Labor, Equip, Administrative Costs	0.25	\$ -	\$ -
B. Incidental and Indirect Costs			
Legal and Administrative Fees			\$ 351.82
Assessment Proceedings			\$ -
Publications, Mailings, and Posting			\$ -
Capitol			\$ 989.49
Reserves			\$ 236.38
Engineering Fees			\$ 415.00
 Total Annual Assessment			 <u><u>\$ 6,483.44</u></u>

ENGINEER'S CALCULATIONS

Total Acreage 20

Total Cost per Acre \$ 324.17

Total Assessment \$ 6,483.44

*Cornerstone Church maintains and performs all the Landscape Maintenance
Any additional Costs or unanticipated costs will be paid out of Reserves



Boundary Area 9

LLMD District - Cornerstone Church

**CITY OF CHOWCHILLA
ENGINEERS REPORT
LANDSCAPE MAINTENANCE & LIGHTING DISTRICT NO. 90-1
2015-2016 TAX YEAR
EXHIBIT "A"**

PHEASANT RUN DISTRICT

ZONE 10

All property not includeing Rancho Calera

Description	Amount	Cost	Total Cost
A. Operation, Equipment and Maintenance Costs			
Storm Drain			\$ -
Facilities, Landscaping and Irrigation System	1	\$ 91,202.92	\$ 80,205.95
Streetlights - (Service, Maint., Labor, Equip, Admin)	1	\$ 6,341.88	\$ 5,577.20
B. Incidental and Indirect Costs			
Legal and Administrative Fees			\$ 9,964.70
Capital			\$ 22,821.67
Reserves			\$ 6,830.52
Engineering Fees			\$ 7,122.10
Total Annual Assessment			\$ 132,522.14

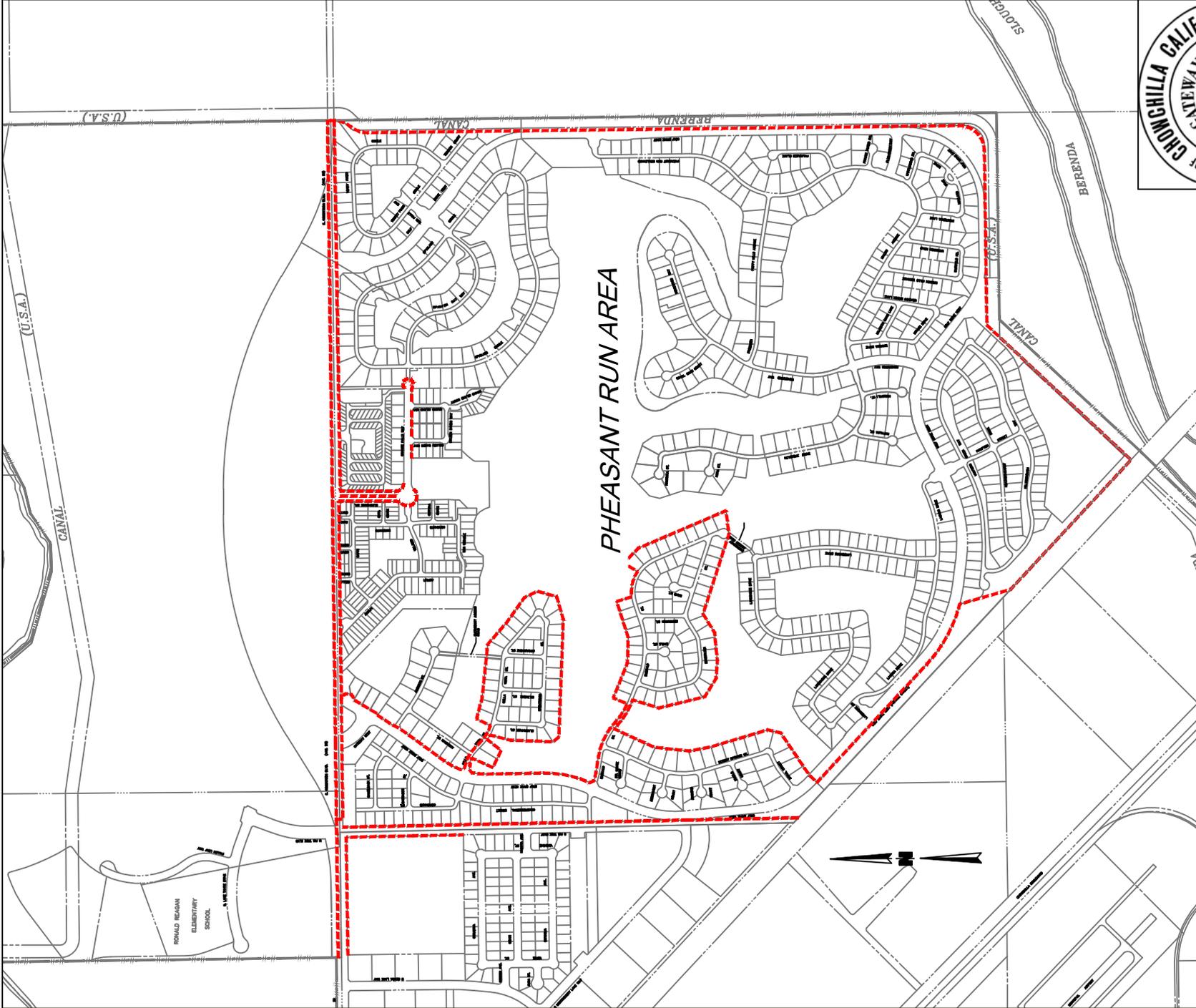
ENGINEER'S CALCULATIONS

Total Assessment Acreage 328.71

Total Cost per Acre \$ 403.16

Total Assessment \$ 132,522.14

*Allowed 2.5% annual increase each year
Any additional Costs or unanticipated costs will be paid out of Reserves



Boundary Area 10

LLMD District - Pheasant Run

**CITY OF CHOWCHILLA
ENGINEERS REPORT
LANDSCAPE MAINTENANCE & LIGHTING DISTRICT NO. 90-1
2015-2016 TAX YEAR
EXHIBIT "A"**

PHEASANT RUN DISTRICT

ZONE 10

Rancho Calera Undeveloped Properties

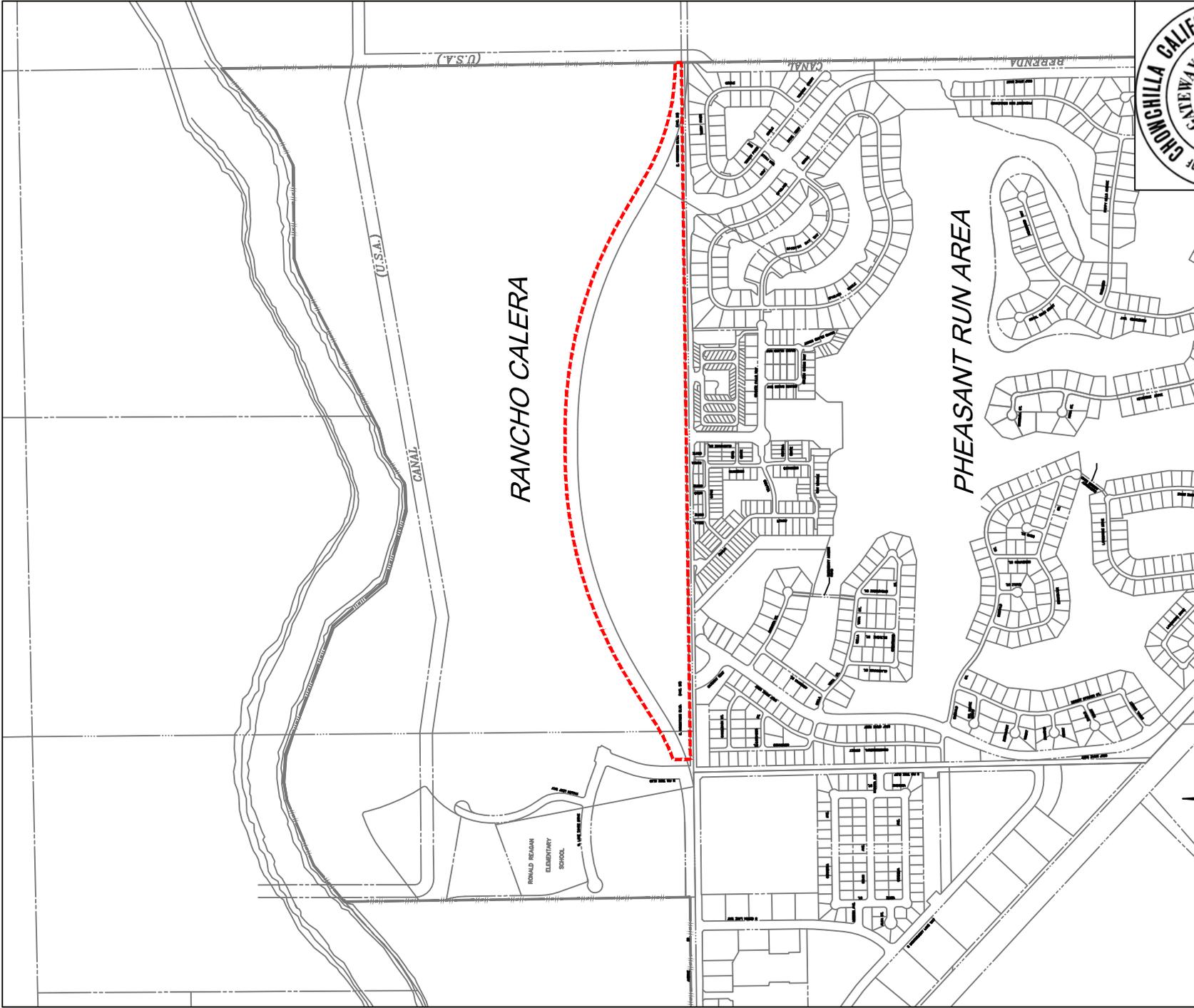
Description	Amount	Cost	Total Cost
A. Operation, Equipment and Maintenance Costs			
Landscaping & Irrigation Fees	-	\$ 0.87	\$ -
Streetlights - Energy	0	\$ 67.33	\$ -
Streetlights - Average Annual Maintenance	0	\$ 49.90	\$ -
Engineering Fees	1	\$ 300.00	\$ 300.00
Reserves and Capital Improvements - Restricted	1	\$ 15,500.00	\$ 15,500.00
B. Incidental and Indirect Costs			
Administrative Overhead to include Legal, Assessment Proceedings, Publications, Mailings, and City Overhead, etc.	15% of Operations		\$ 2,370.00
Total Annual Assessment			<u>\$ 18,170.00</u>

ENGINEER'S CALCULATIONS

Total Assessment Acreage 69.64

Total Cost per Acre \$ 260.91

	Acres	Assessment
APN# 014-030-029	1.53	\$ 399.20
APN# 014-030-030	4.86	\$ 1,268.04
APN# 014-030-031	3.06	\$ 798.39
APN# 014-030-032	2.86	\$ 746.21
APN# 014-030-034	0.52	\$ 135.67
APN# 014-030-035	2.07	\$ 540.09
APN# 014-030-036	1.85	\$ 482.69
APN# 014-030-037	0.40	\$ 104.37
APN# 014-030-038	0.37	\$ 96.54
APN# 014-030-039	19.32	\$ 5,040.84
APN# 014-030-056	\$ 32.80	\$ 8,557.96
Total Assessment	<u>69.64</u>	<u>\$ 18,170.00</u>



Boundary Area 10
LLMD District - Rancho Calera



Boundary & Landscape Area 11

LLMD District - Tract No. 90-22 Phases 1 and 2



**CITY OF CHOWCHILLA
ENGINEERS REPORT
LANDSCAPE MAINTENANCE & LIGHTING DISTRICT NO. 90-1
2015-2016 TAX YEAR
EXHIBIT "A"**

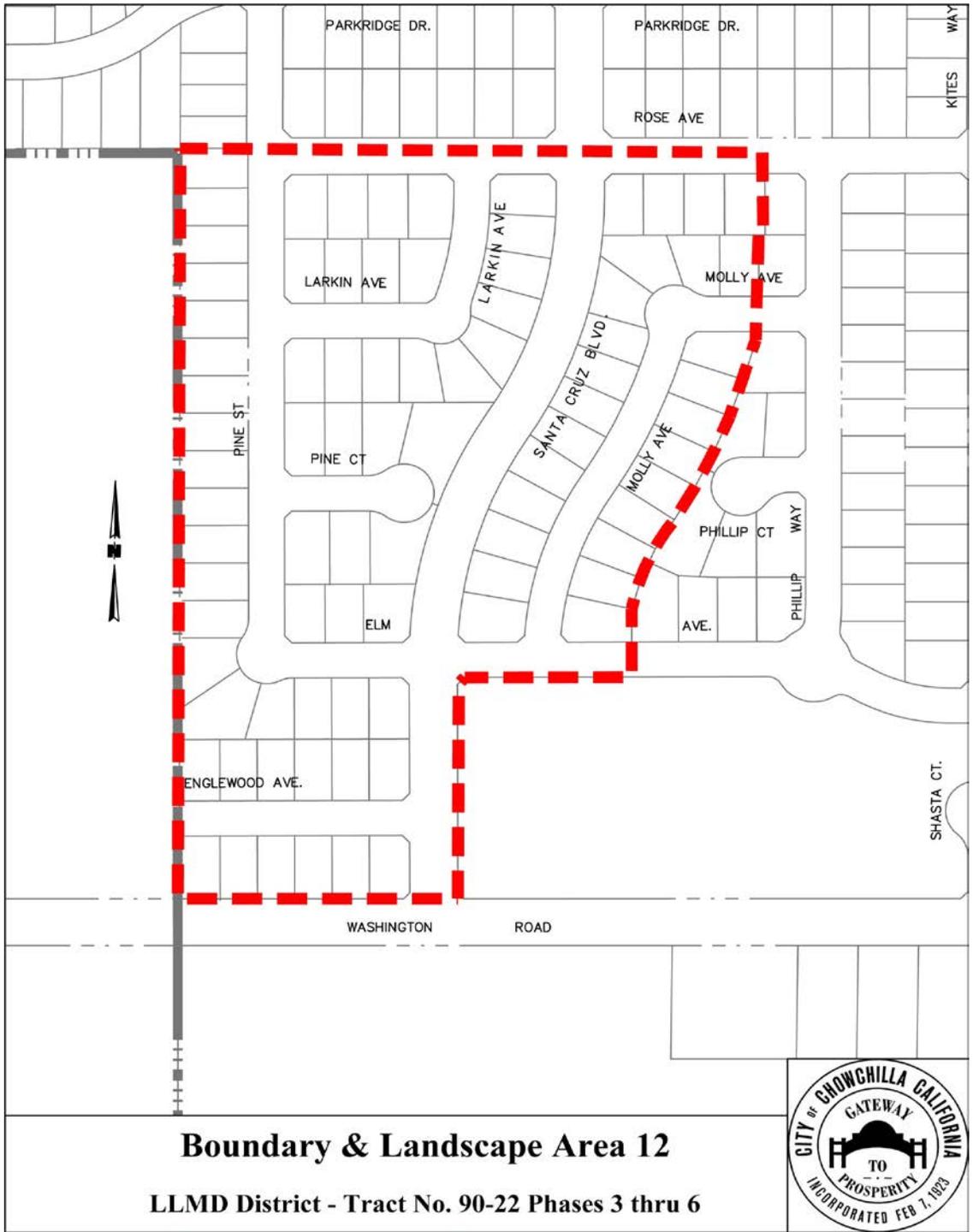
TRACT NO. 90-22 PHASES 3 THROUGH 6 ZONE 12

Description	Amount	Cost	Total Cost
A. Operation, Equipment and Maintenance Costs			
Storm Drain			
Facilities, Landscaping and Irrigation System	1	\$ 8,029.60	\$ 8,029.60
Streetlights - Monthly Service Charge per light	29	\$ 45.00	\$ 1,305.00
Streetlights - Average Annual Maintenance (per light)	29	\$ 25.00	\$ 725.00
Streetlights - Labor, Equip, Administrative Costs	0.25	\$ 742.40	\$ 185.60
 B. Incidental and Indirect Costs			
Legal and Administrative Fees			\$ 200.00
Assessment Proceedings			\$ 150.00
Publications, Mailings, and Posting			\$ 50.00
County Processing Fees			\$ -
Laboratory Soil Sampling and Testing for Toxic Substances			\$ -
Engineering Fees			\$ 750.00
 Total Annual Assessment			 <u><u>\$ 11,395.20</u></u>

ENGINEER'S CALCULATIONS

Parcels	96
 Total Equivalent Units	 <u><u>96</u></u>
 Assessment Rate Per Equivalent	 \$ 118.70
 Assessment Rate for Single Family Lots	 \$ 11,395.20
 <u>Total Assessment</u>	 <u><u>\$ 11,395.20</u></u>

Any additional Costs or unanticipated costs will be paid out of Fund Balance.



Boundary & Landscape Area 12

LLMD District - Tract No. 90-22 Phases 3 thru 6



**CITY OF CHOWCHILLA
ENGINEERS REPORT
LANDSCAPE MAINTENANCE & LIGHTING DISTRICT NO. 90-1
2015-2016 TAX YEAR
EXHIBIT "A"**

**TRACT NO. 03-11 VALLEY GROVE ESTATES ZONE 13
PHASES 1 THROUGH 4**

Description	Amount	Cost	Total Cost
A. Operation, Equipment and Maintenance Costs			
Storm Drain			\$ -
Facilities, Landscaping and Irrigation System	1	\$ 16,105.20	\$ 16,105.20
Streetlights - Monthly Service Charge per light	64	\$ 45.00	\$ 2,880.00
Streetlights - Average Annual Maintenance (per light)	64	\$ 25.00	\$ 1,600.00
Streetlights - Labor, Equip, Administrative Costs	0.25	\$ 1,638.40	\$ 409.60
 B. Incidental and Indirect Costs			
Legal and Administrative Fees			\$ 400.00
Assessment Proceedings			\$ 300.00
Publications, Mailings, and Posting			\$ 100.00
County Processing Fees			\$ -
Laboratory Soil Sampling and Testing for Toxic Substances			\$ -
Engineering Fees			\$ 875.00
 Total Annual Assessment			 <u><u>\$ 22,669.80</u></u>

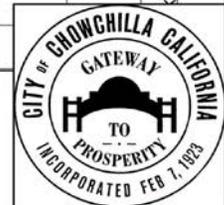
ENGINEER'S CALCULATIONS

Parcels	191
 Total Equivalent Units	 <u><u>191</u></u>
 Assessment Rate Per Equivalent	 \$ 118.69
 Assessment Rate for Single Family Lots	 \$ 22,669.80
 <u>Total Assessment</u>	 <u><u>\$ 22,669.80</u></u>

Any additional Costs or unanticipated costs will be paid out of Fund Balance.



Boundary & Landscape Area 13
 LLMD District - Valley Grove Estates
 Tract No. 03-11 Phases 1 thru 4



**CITY OF CHOWCHILLA
ENGINEERS REPORT
LANDSCAPE MAINTENANCE & LIGHTING DISTRICT NO. 90-1
2015-2016 TAX YEAR
EXHIBIT "A"**

**TRACT NO. 03-11 VALLEY GROVE ESTATES ZONE 14
PHASES 5 & 6**

Description	Amount	Cost	Total Cost
A. Operation, Equipment and Maintenance Costs			
Storm Drain			\$ -
Facilities, Landscaping and Irrigation System	1	\$ 7,353.30	\$ 7,353.30
Streetlights - Monthly Service Charge per light	17	\$ 45.00	\$ 765.00
Streetlights - Average Annual Maintenance (per light)	17	\$ 25.00	\$ 425.00
Streetlights - Labor, Equip, Administrative Costs	0.1	\$ 1,638.40	\$ 108.80
 B. Incidental and Indirect Costs			
Legal and Administrative Fees			\$ 300.00
Assessment Proceedings			\$ 250.00
Publications, Mailings, and Posting			\$ 100.00
County Processing Fees			\$ -
Laboratory Soil Sampling and Testing for Toxic Substances			\$ -
Engineering Fees			\$ 550.00
 Total Annual Assessment			 <u><u>\$ 9,852.10</u></u>

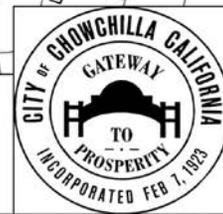
ENGINEER'S CALCULATIONS

Parcels	83
Total Equivalent Units	<u><u>83</u></u>
Assessment Rate Per Equivalent	\$ 118.70
Assessment Rate for Single Family Lots	\$ 9,852.10
 Total Assessment	 <u><u>\$ 9,852.10</u></u>

Any additional Costs or unanticipated costs will be paid out of Fund Balance.



Boundary & Landscape Area 14
LLMD District - Valley Grove Estates
Tract No. 03-11 Phases 5 & 6



**CITY OF CHOWCHILLA
ENGINEERS REPORT
LANDSCAPE MAINTENANCE & LIGHTING DISTRICT NO. 90-1
2015-2016 TAX YEAR
EXHIBIT "A"**

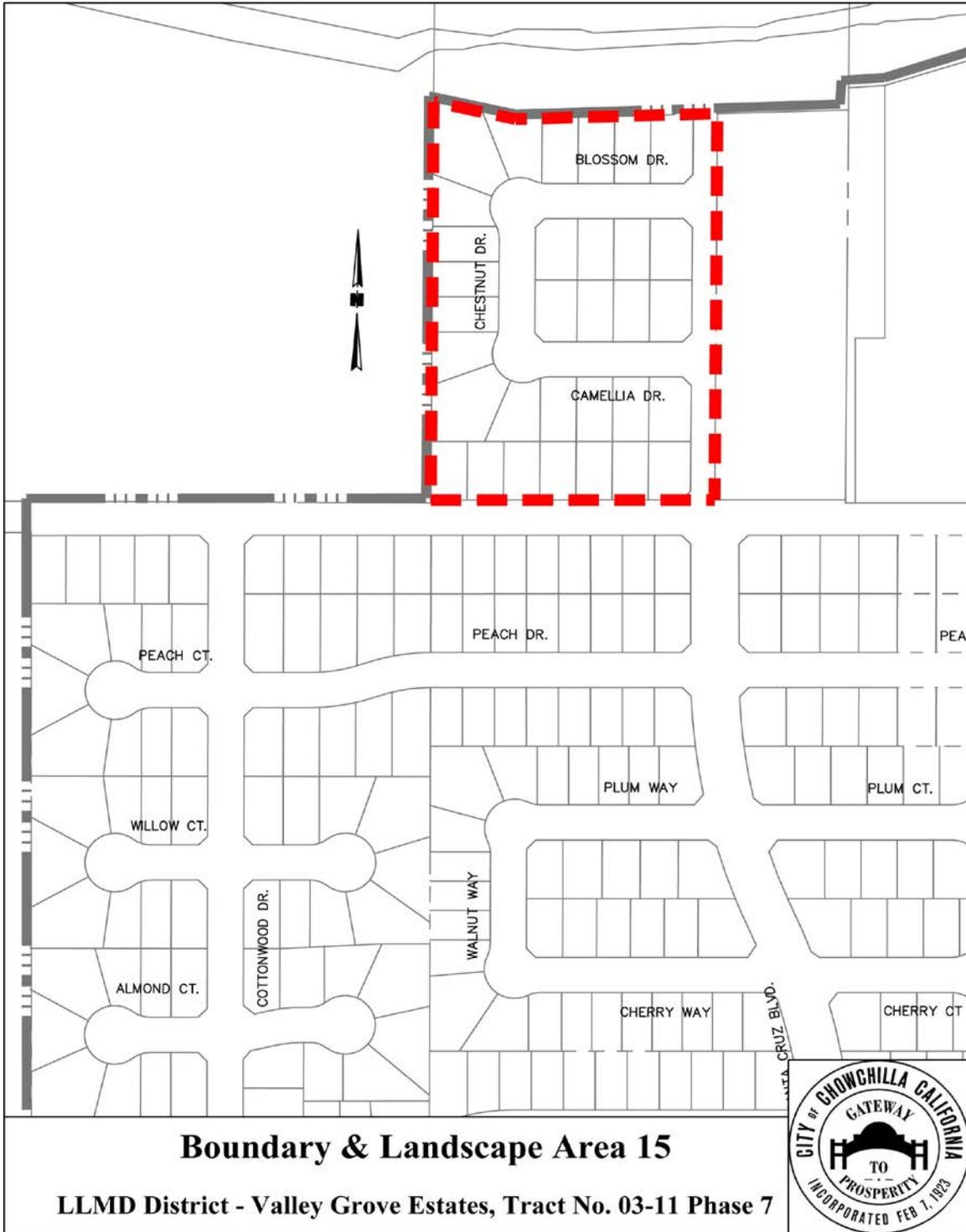
**TRACT NO. 03-11 VALLEY GROVE ESTATES ZONE 15
PHASE 7**

Description	Amount	Cost	Total Cost
A. Operation, Equipment and Maintenance Costs			
Storm Drain			\$ -
Facilities, Landscaping and Irrigation System	1	\$ 2,337.20	\$ 2,337.20
Streetlights - Monthly Service Charge per light	8	\$ 45.00	\$ 360.00
Streetlights - Average Annual Maintenance (per light)	8	\$ 25.00	\$ 200.00
Streetlights - Labor, Equip, Administrative Costs	0.25	\$ 204.80	\$ 51.20
B. Incidental and Indirect Costs			
Legal and Administrative Fees			\$ 250.00
Assessment Proceedings			\$ 200.00
Publications, Mailings, and Posting			\$ 100.00
County Processing Fees			\$ -
Laboratory Soil Sampling and Testing for Toxic Substances			\$ -
Engineering Fees			\$ 300.00
 Total Annual Assessment			 <u><u>\$ 3,798.40</u></u>

ENGINEER'S CALCULATIONS

Parcels	32
 Total Equivalent Units	 <u><u>32</u></u>
 Assessment Rate Per Equivalent	 \$ 118.70
 Assessment Rate for Single Family Lots	 \$ 3,798.40
 <u>Total Assessment</u>	 <u><u>\$ 3,798.40</u></u>

Any additional Costs or unanticipated costs will be paid out of Fund Balance.



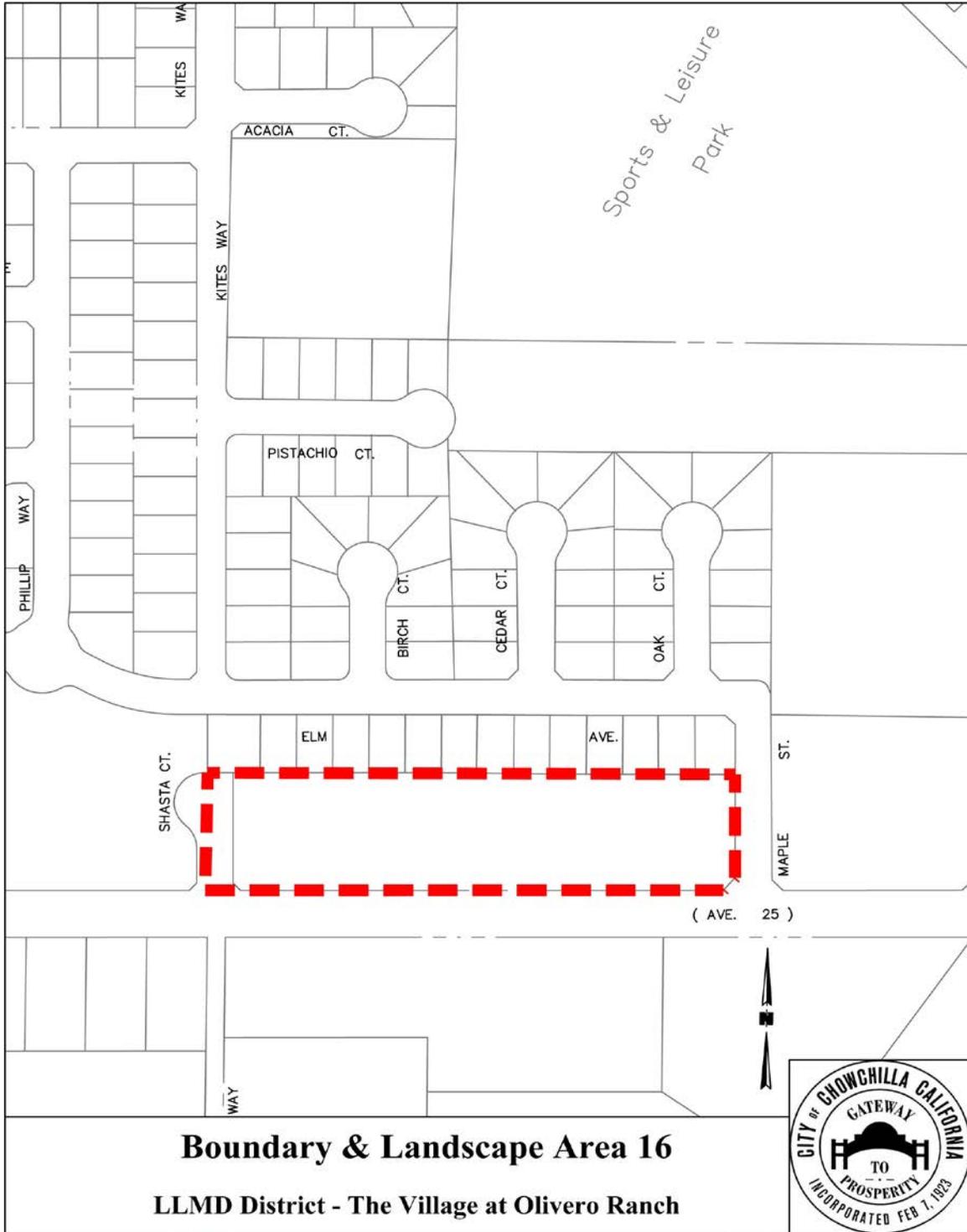
**CITY OF CHOWCHILLA
ENGINEERS REPORT
LANDSCAPE MAINTENANCE & LIGHTING DISTRICT NO. 90-1
2015-2016 TAX YEAR
EXHIBIT "A"**

THE VILLAGE AT OLIVERO RANCH	ZONE 16		
Description	Amount	Cost	Total Cost
A. Operation, Equipment and Maintenance Costs			
Storm Drain			\$ -
Facilities, Landscaping and Irrigation System	1	\$ 4,148.96	\$ 4,148.96
Streetlights - Monthly Service Charge per light	6	\$ 45.00	\$ 270.00
Streetlights - Average Annual Maintenance (per light)	6	\$ 25.00	\$ 150.00
Streetlights - Labor, Equip, Administrative Costs	0.25	\$ 153.60	\$ 38.40
B. Incidental and Indirect Costs			
Legal and Administrative Fees			\$ 300.00
Assessment Proceedings			\$ 125.00
Publications, Mailings, and Posting			\$ 40.00
County Processing Fees			\$ -
Laboratory Soil Sampling and Testing for Toxic Substances			\$ -
Engineering Fees	15% of Operations		\$ 150.00
 Total Annual Assessment			 <u><u>\$ 5,222.36</u></u>

ENGINEER'S CALCULATIONS

Parcels	43
Total Equivalent Units	<u><u>43</u></u>
Assessment Rate Per Equivalent	\$ 121.45
Assessment Rate for Single Family Lots	\$ 5,222.36
 Total Assessment	 <u><u>\$ 5,222.36</u></u>

Any additional Costs or unanticipated costs will be paid out of Fund Balance.



Boundary & Landscape Area 16
LLMD District - The Village at Olivero Ranch



**CITY OF CHOWCHILLA
ENGINEERS REPORT
LANDSCAPE MAINTENANCE & LIGHTING DISTRICT NO. 90-1
2015-2016 TAX YEAR
EXHIBIT "A"**

TRACT NO. 00-09 LOT 1

ZONE 17

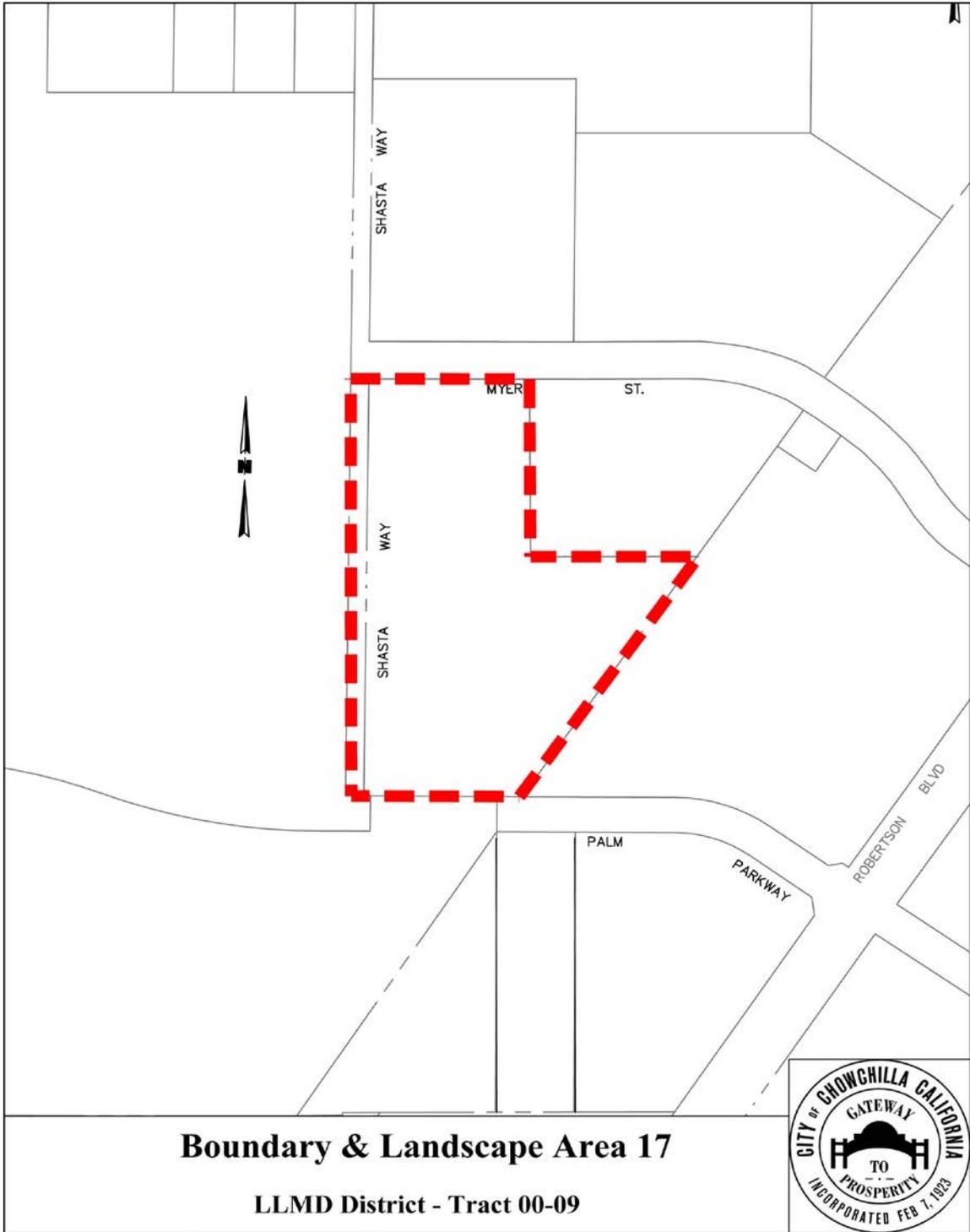
THE VILLAE AT CHOWCHILLA APTS

Description	Amount	Cost	Total Cost
A. Operation, Equipment and Maintenance Costs			
Storm Drain			\$ -
Facilities, Landscaping and Irrigation System	1	\$ 2,027.78	\$ 2,027.78
Streetlights - Monthly Service Charge per light	5	\$ 45.00	\$ 225.00
Streetlights - Average Annual Maintenance (per light)	5	\$ 25.00	\$ 125.00
Streetlights - Labor, Equip, Administrative Costs	0.25	\$ 128.00	\$ 32.00
B. Incidental and Indirect Costs			
Legal and Administrative Fees			\$ 125.00
Assessment Proceedings			\$ 75.00
Publications, Mailings, and Posting			\$ 50.00
County Processing Fees			\$ -
Laboratory Soil Sampling and Testing for Toxic Substances			\$ -
Engineering Fees			\$ 200.00
 Total Annual Assessment			 <u><u>\$ 2,859.78</u></u>

ENGINEER'S CALCULATIONS

Parcels APN# 001-230-034	1
 Total Equivalent Units	 <u><u>1</u></u>
 Assessment Rate	 \$ 2,859.78
 Assessment Rate for Single Family Lots	 \$ 2,859.78
 Total Assessment	 <u><u>\$ 2,859.78</u></u>

Any additional Costs or unanticipated costs will be paid out of Fund Balance.



**CITY OF CHOWCHILLA
ENGINEERS REPORT
LANDSCAPE MAINTENANCE & LIGHTING DISTRICT NO. 90-1
2015-2016 TAX YEAR
EXHIBIT "A"**

PARCEL MAP NO. 04-49 PARCEL 1

ZONE 18

Description	Amount	Cost	Total Cost
A. Operation, Equipment and Maintenance Costs			
Storm Drain			\$ -
Facilities, Landscaping and Irrigation System	1	\$ 480.20	\$ 480.20
Streetlights - Monthly Service Charge per light	1	\$ 45.00	\$ 45.00
Streetlights - Average Annual Maintenance (per light)	1	\$ 25.00	\$ 25.00
Streetlights - Labor, Equip, Administrative Costs	0.25	\$ 25.60	\$ 6.40
B. Incidental and Indirect Costs			
Legal and Administrative Fees			\$ 75.00
Assessment Proceedings			\$ 50.00
Publications, Mailings, and Posting			\$ 30.00
County Processing Fees			\$ -
Laboratory Soil Sampling and Testing for Toxic Substances			\$ -
Engineering Fees			\$ 50.00
 Total Annual Assessment			 <u><u>\$ 761.60</u></u>

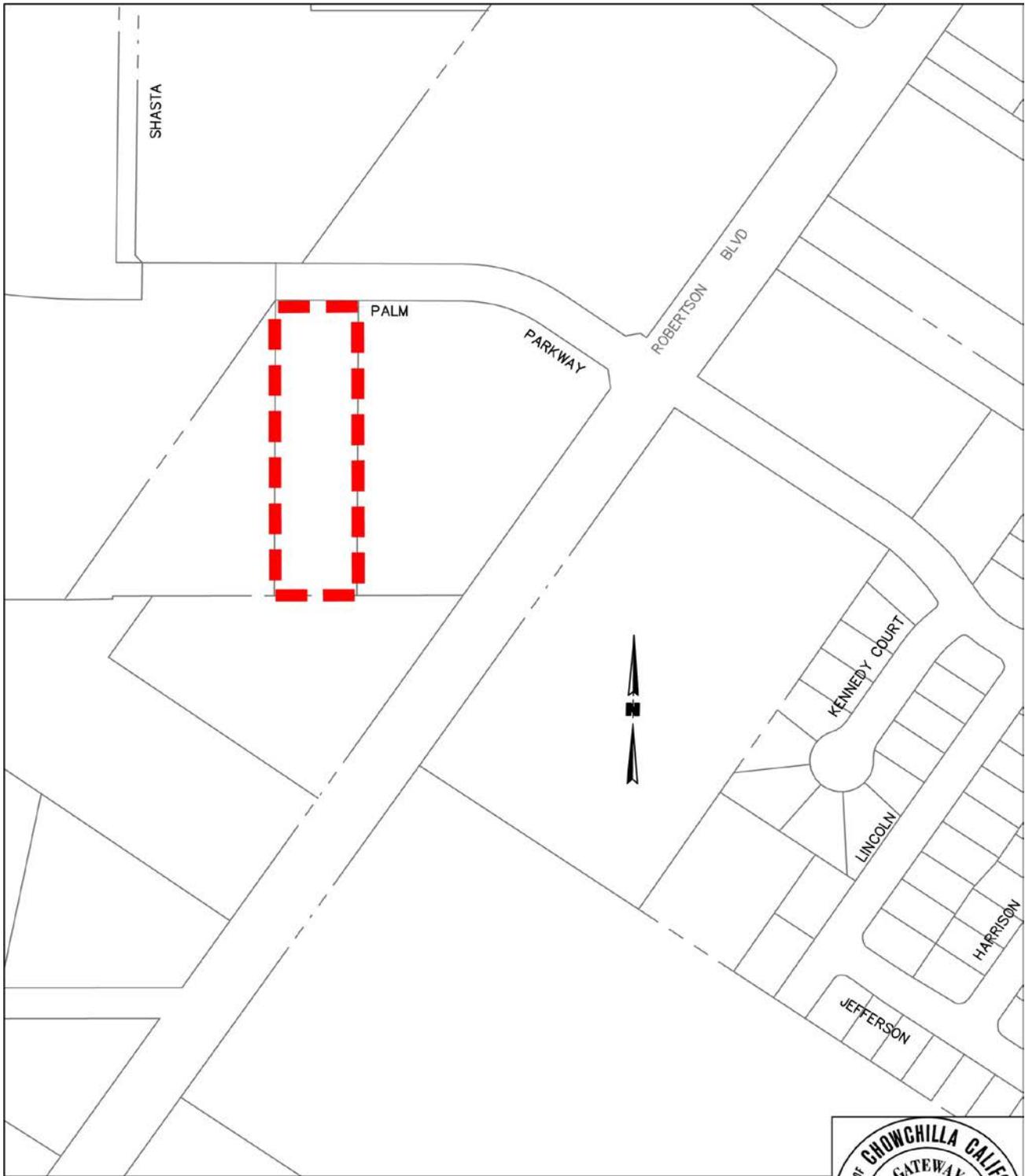
ENGINEER'S CALCULATIONS

Total Acreage 38.57

Total Cost per Acre \$ 19.75

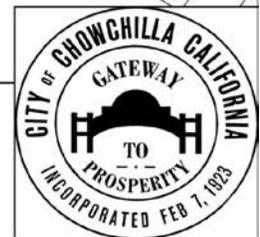
	Acres	Assessment
APN# 001-230-039	38.57	\$ 761.60
<u>Total Assessment</u>	<u>38.57</u>	<u>\$ 761.60</u>

Development is not completed but is part of the LLMD and Engineering Report
Any additional Costs or unanticipated costs will be paid out of Reserves



Boundary & Landscape Area 18

LLMD District - Parcel Map No. 04-49



**CITY OF CHOWCHILLA
ENGINEERS REPORT
LANDSCAPE MAINTENANCE & LIGHTING DISTRICT NO. 90-1
2015-2016 TAX YEAR
EXHIBIT "A"**

TRACT NO. 05-07 MONTGOMERY FARMS

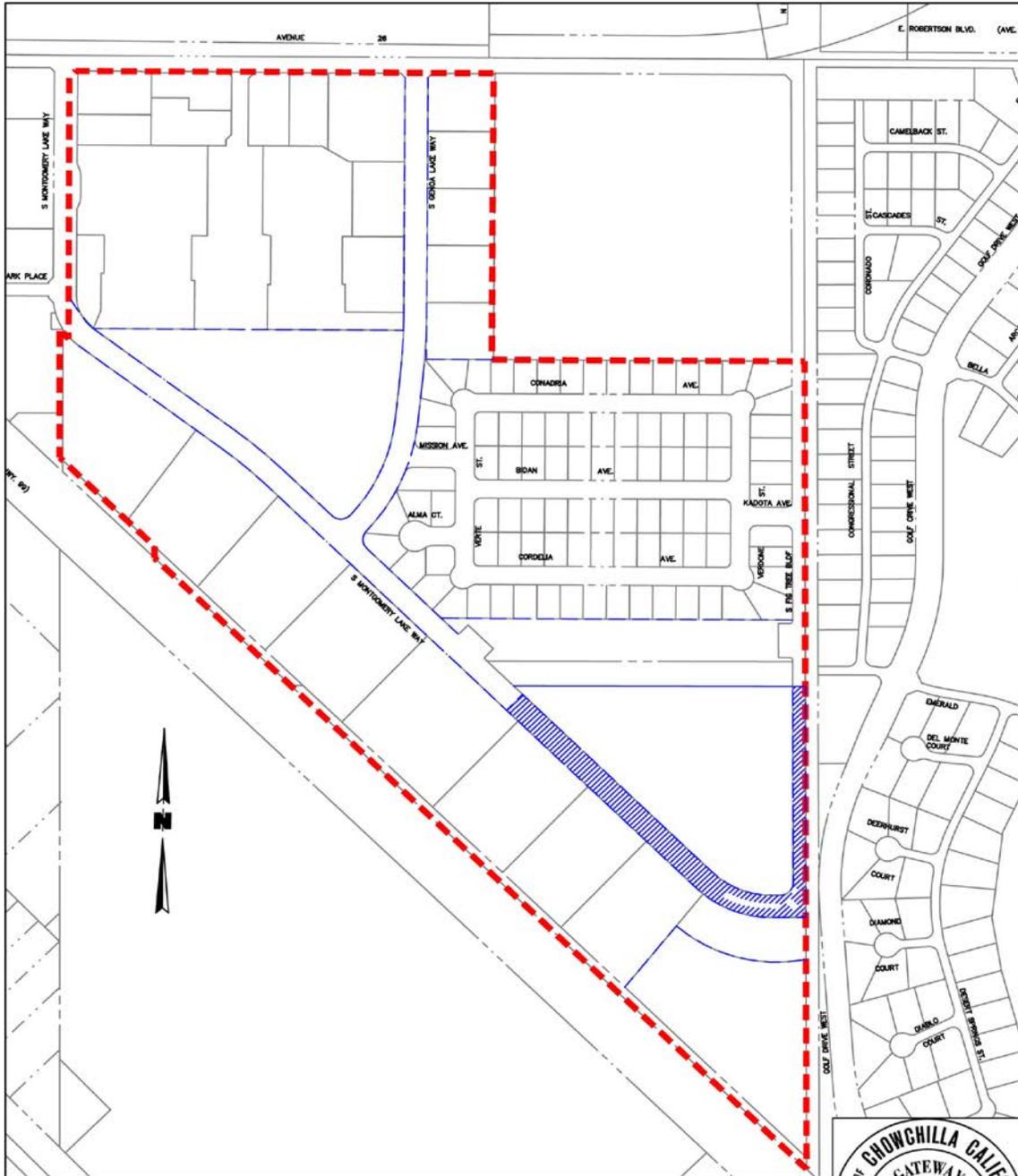
ZONE 19

Description	Amount	Cost	Total Cost
A. Operation, Equipment and Maintenance Costs			
Storm Drain			
Facilities, Landscaping and Irrigation System	1	\$ 25,231.45	\$ 25,231.45
Streetlights - Monthly Service Charge per light	72	\$ 45.00	\$ 3,240.00
Streetlights - Average Annual Maintenance (per light)	72	\$ 25.00	\$ 1,800.00
Streetlights - Labor, Equip, Administrative Costs	0.25	\$ 41,409.68	\$ 10,352.42
B. Incidental and Indirect Costs			
Legal and Administrative Fees			\$ 4,156.72
Assessment Proceedings			\$ -
Publications, Mailings, and Posting			\$ -
Capital			\$ 15,848.23
Reserves			\$ 2,835.25
Engineering Fees			\$ 2,735.10
 Total Annual Assessment			 <u><u>\$ 66,199.16</u></u>

ENGINEER'S CALCULATIONS

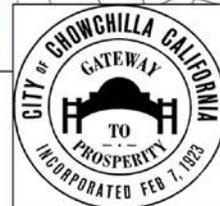
Total Acreage		88.33 to be assessed	
Cost Per Acre	\$	749.45	
	Assessment	Sub Zone	
APN# 014-020-031	\$	5,838.30	Zone 19, sub-zone 5
APN# 014-020-043	\$	2,360.80	Zone 19, sub-zone 2
APN# 014-020-044	\$	2,113.48	Zone 19, sub-zone 2
APN# 014-020-045	\$	2,046.04	Zone 19, sub-zone 2
APN# 014-020-046	\$	2,248.39	Zone 19, sub-zone 2
APN# 014-020-047	\$	2,653.10	Zone 19, sub-zone 2
APN# 014-020-048	\$	2,046.04	Zone 19, sub-zone 2
APN# 014-020-049	\$	1,708.78	Zone 19, sub-zone 2
APN# 014-020-050	\$	1,761.23	Zone 19, sub-zone 2
APN# 014-020-051	\$	779.44	Zone 19, sub-zone 6
APN# 014-020-052	\$	6,145.58	Zone 19, sub-zone 7
APN #014-260-002	\$	1,394.00	Zone 19, sub-zone 3
APN #014-260-003	\$	734.46	Zone 19, sub-zone 7
APN #014-260-004	\$	704.49	Zone 19, sub-zone 7
APN #014-260-005	\$	704.49	Zone 19, sub-zone 7
APN #014-260-006	\$	704.49	Zone 19, sub-zone 7
APN #014-260-007	\$	704.49	Zone 19, sub-zone 3
APN #014-260-016	\$	524.63	Zone 19, sub-zone 3
APN #014-260-017	\$	509.63	Zone 19, sub-zone 3
APN #014-260-018	\$	382.23	Zone 19, sub-zone 3
APN #014-260-019	\$	3,559.94	Zone 19, sub-zone 3
APN #014-260-020	\$	2,360.80	Zone 19, sub-zone 3
APN #014-260-021	\$	2,787.99	Zone 19, sub-zone 3
APN #014-260-022	\$	689.51	Zone 19, sub-zone 3
APN #014-260-023	\$	809.42	Zone 19, sub-zone 4
APN #014-260-024	\$	524.63	Zone 19, sub-zone 3
APN #014-260-025	\$	434.69	Zone 19, sub-zone 3
APN #014-260-026	\$	524.63	Zone 19, sub-zone 3
APN #014-260-027	\$	502.14	Zone 19, sub-zone 3
Single Family Parcels		91	\$ 17,941.34
Cost Per Single Family Parcel	\$	197.16	
<hr/>			
Total Assessment	\$	66,199.16	
<hr/>			

Project for landscaping and lighting is 100% complete
 Any additional Costs or unanticipated costs will be paid out of Reserves



Boundary & Landscape Area 19

LLMD District - Tract No. 05-07



**CITY OF CHOWCHILLA
ENGINEERS REPORT
LANDSCAPE MAINTENANCE & LIGHTING DISTRICT NO. 90-1
2015-2016 TAX YEAR
EXHIBIT "A"**

HERITAGE CENTER

ZONE 20

Description	Amount	Cost	Total Cost
A. Operation, Equipment and Maintenance Costs			
Storm Drain			
Facilities, Landscaping and Irrigation System	1	\$ 1,004.90	\$ 1,004.90
Streetlights - Monthly Service Charge per light	0	\$ 45.00	\$ -
Streetlights - Average Annual Maintenance (per light)	0	\$ 25.00	\$ -
Streetlights - Labor, Equip, Administrative Costs	0.25		\$ -
B. Incidental and Indirect Costs			
Legal and Administrative Fees			\$ 146.15
Assessment Proceedings			\$ -
Publications, Mailings, and Posting			\$ -
Capital			\$ 246.62
Reserves			\$ 98.95
Engineering Fees			\$ 34.80
Total Annual Assessment			<u><u>\$ 1,531.42</u></u>

ENGINEER'S CALCULATIONS

Total Acreage 1.16

Total Cost per Acre \$ 1,320.19

	Acres	Assessment
APN# 001-240-016	0.31	\$ 409.26
APN# 001-240-017	0.28	\$ 369.65
APN# 001-240-018	0.30	\$ 396.06
APN# 001-240-019	0.27	\$ 356.45

Total Assessment \$ 1,531.42

Any additional Costs or unanticipated costs will be paid out of Reserves



Boundary & Landscape Area 20

LLMD District - Parcel Map 05-62



**CITY OF CHOWCHILLA
ENGINEERS REPORT
LANDSCAPE MAINTENANCE & LIGHTING DISTRICT NO. 90-1
2015-2016 TAX YEAR
EXHIBIT "A"**

**TRACT NO. 05-19 SILVA FORD
PROSPERITY BLVD**

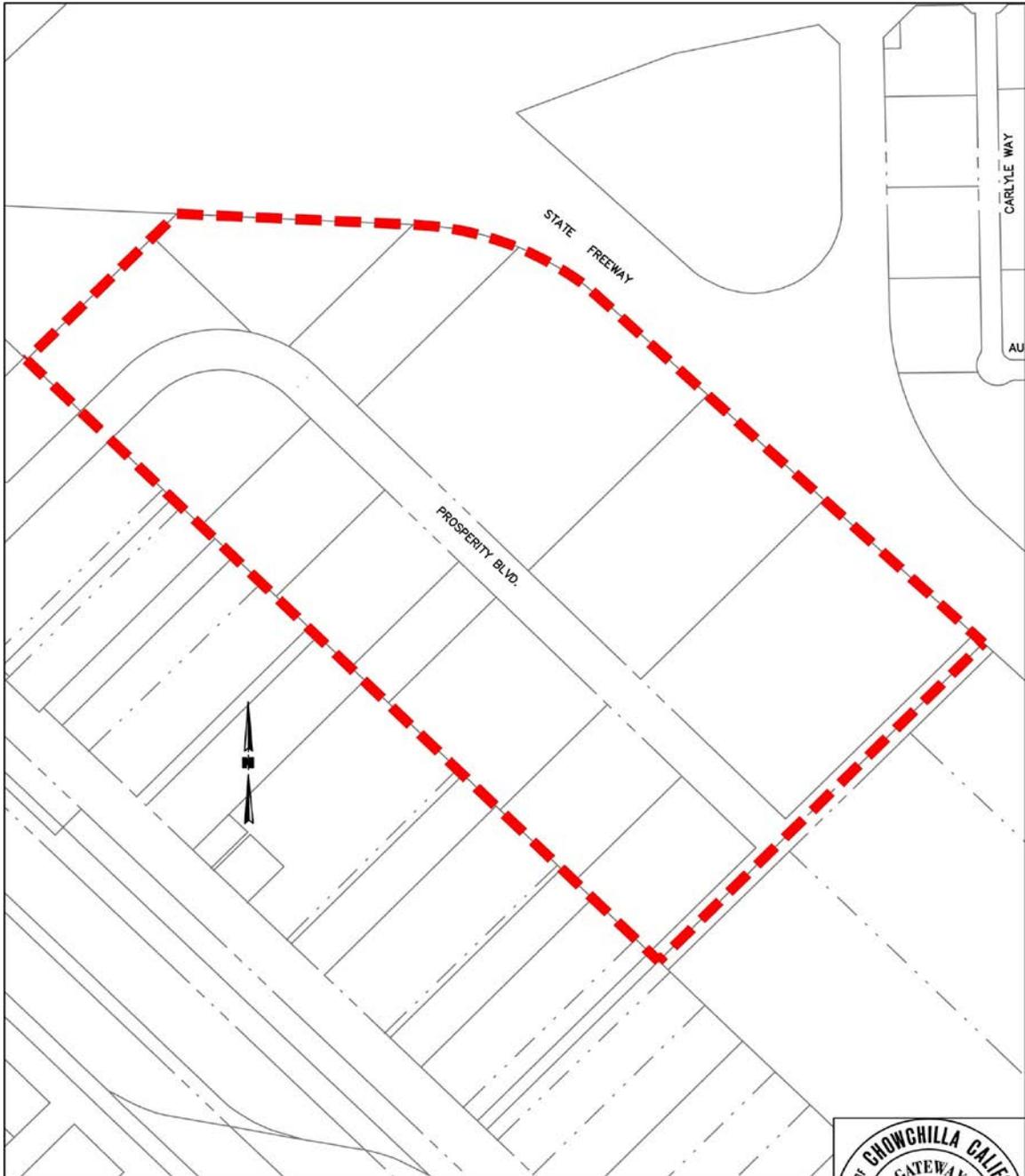
ZONE 21

Description	Amount	Cost	Total Cost
A. Operation, Equipment and Maintenance Costs			
Storm Drain			\$ -
Facilities, Landscaping and Irrigation System	1	\$ 13,710.68	\$ 13,710.68
Streetlights - Monthly Service Charge per light	18	\$ 45.00	\$ 810.00
Streetlights - Average Annual Maintenance (per light)	18	\$ 25.00	\$ 450.00
Streetlights - Labor, Equip, Administrative Costs	0.25	\$ 10,854.60	\$ 2,713.65
B. Incidental and Indirect Costs			
Legal and Administrative Fees			\$ 2,043.18
Capital			\$ 5,954.85
Reserves			\$ 1,373.33
Engineering Fees			\$ 814.90
Total Annual Assessment			<u><u>\$ 27,870.60</u></u>

ENGINEER'S CALCULATIONS

Total Acreage	<u>27.14</u>	
Total Cost per Acre	<u>\$ 1,026.92</u>	
	Acres	Assessment
APN# 002-290-010	4.66	\$ 4,785.45
APN# 002-290-020	3.32	\$ 3,409.37
APN# 002-290-030	4.88	\$ 5,011.37
APN# 002-290-040	1.55	\$ 1,591.73
APN# 002-290-050	1.38	\$ 1,417.15
APN# 002-290-080	1.38	\$ 1,417.15
APN# 002-290-090	1.38	\$ 1,417.15
APN# 002-290-100	1.50	\$ 1,540.38
APN# 002-290-110	1.31	\$ 1,345.26
APN# 002-290-120	1.51	\$ 1,550.65
APN# 002-290-130	1.51	\$ 1,550.65
APN# 002-290-170	2.07	\$ 2,125.72
APN# 002-290-180	\$ 0.69	\$ 708.57
Total Assessment		<u><u>\$ 27,870.60</u></u>

Any additional Costs or unanticipated costs will be paid out of Reserves



Boundary & Landscape Area 21

LLMD District - Tract No. 05-19



**CITY OF CHOWCHILLA
ENGINEERS REPORT
LANDSCAPE MAINTENANCE & LIGHTING DISTRICT NO. 90-1
2015-2016 TAX YEAR
EXHIBIT "A"**

TRACT NO. 05-56

ZONE 22

Description	Amount	Cost	Total Cost
A. Operation, Equipment and Maintenance Costs			
Storm Drain			\$ -
Facilities, Landscaping and Irrigation System	1	\$ 6,726.52	\$ 6,726.52
Streetlights - Monthly Service Charge per light	57	\$ 45.00	\$ 2,565.00
Streetlights - Average Annual Maintenance (per light)	57	\$ 25.00	\$ 1,425.00
Streetlights - Labor, Equip, Administrative Costs	0.25	\$ 13,050.08	\$ 3,262.52
B. Incidental and Indirect Costs			
Legal and Administrative Fees			\$ 1,173.54
Assessment Proceedings			\$ -
Publications, Mailings, and Posting			\$ -
Capital			\$ 6,219.80
Reserves			\$ 762.81
Engineering Fees			\$ 1,092.00
Total Annual Assessment			<u><u>\$ 23,227.20</u></u>

ENGINEER'S CALCULATIONS

Total Acreage 38.57

Total Cost per Acre \$ 602.21

	Acres	Assessment
APN# 001-400-006	38.57	\$ 23,227.20
Total Assessment		<u><u>\$ 23,227.20</u></u>

Development is not completed but is part of the LLMD and Engineering Report
Any additional Costs or unanticipated costs will be paid out of Reserves

**CITY OF CHOWCHILLA
ENGINEERS REPORT
LANDSCAPE MAINTENANCE & LIGHTING DISTRICT NO. 90-1
2015-2016 TAX YEAR
EXHIBIT "A"**

TRACT NO. 23, LEGACY RANCH

ZONE 23

Description	Amount	Cost	Total Cost
A. Operation, Equipment and Maintenance Costs			
Storm Drain			
Facilities, Landscaping and Irrigation System	1	\$ 104,903.76	\$ 104,903.76
Streetlights - Monthly Service Charge per light	189	\$ 45.00	\$ 8,505.00
Streetlights - Average Annual Maintenance (per light)	189	\$ 25.00	\$ 4,725.00
Streetlights - Labor, Equip, Administrative Costs	0.25	\$ 56,992.28	\$ 14,248.07
B. Incidental and Indirect Costs			
Legal and Administrative Fees			\$ 14,290.41
Assessment Proceedings			\$ -
Publications, Mailings, and Posting			\$ -
Capital			\$ 46,902.58
Reserves			\$ 10,178.75
Engineering Fees			\$ 4,162.20
Total Annual Assessment			<u><u>\$ 207,915.76</u></u>

ENGINEER'S CALCULATIONS

Total Acreage	132.40	
Total Cost per Acre		<u><u>\$ 1,570.36</u></u>
	Acres	Assessment
APN# 002-300-002	73.48	\$ 115,390.11
APN# 002-300-003	58.92	\$ 92,525.65
Total Assessment	<u><u>\$ 132.40</u></u>	<u><u>\$ 207,915.76</u></u>

Development is not completed but is part of the LLMD and Engineering Report
Any additional Costs or unanticipated costs will be paid out of Reserves



**CITY OF CHOWCHILLA
ENGINEERS REPORT
LANDSCAPE MAINTENANCE & LIGHTING DISTRICT NO. 90-1
2015-2016 TAX YEAR
EXHIBIT "A"**

TRACT NO. 92-10, REDWOOD APTS

ZONE 21

Description	Amount	Cost	Total Cost
A. Operation, Equipment and Maintenance Costs			
Storm Drain			
Facilities, Landscaping and Irrigation System	1	\$ 1,281.53	\$ 1,281.53
Streetlights - Monthly Service Charge per light	9	45	\$ 405.00
Streetlights - Average Annual Maintenance (per light)	9	25	\$ 225.00
Streetlights - Labor, Equip, Administrative Costs	0.25	\$ 5,069.60	\$ 1,267.40
B. Incidental and Indirect Costs			
Legal and Administrative Fees			\$ 193.50
Assessment Proceedings			\$ -
Publications, Mailings, and Posting			\$ -
Capital			\$ 1,642.55
Reserves			\$ 129.00
Engineering Fees			\$ 257.90
Total Annual Assessment			\$ 5,401.88

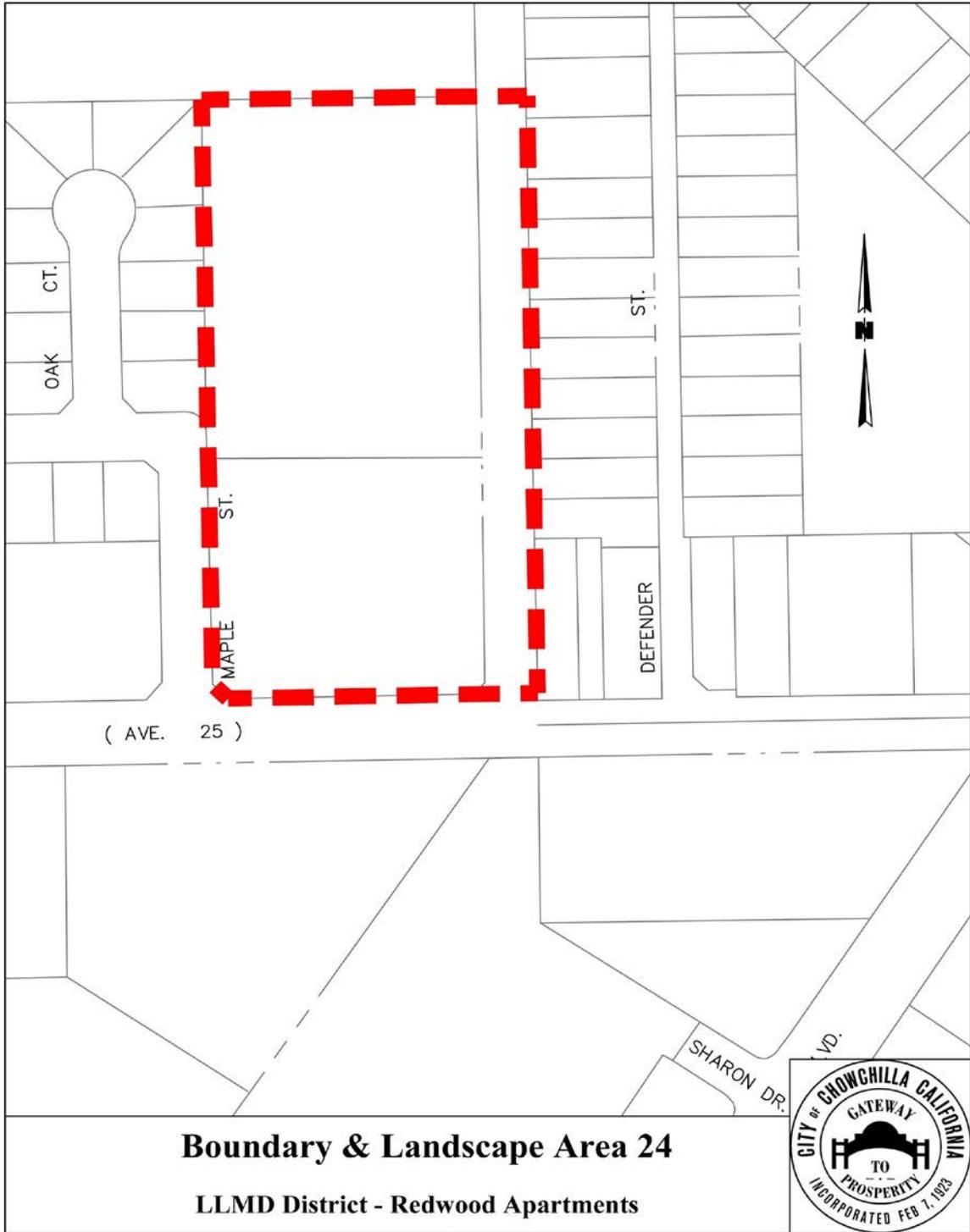
ENGINEER'S CALCULATIONS

Total Acreage 5.69

Total Cost per Acre \$ 949.36

	Acres	Assessment
APN# 001-330-001	2.26	\$ 2,145.56
APN# 001-330-002	3.43	\$ 3,256.32
Total Assessment		\$ 5,401.88

Development is not completed but is part of the LLMD and Engineering Report
Any additional Costs or unanticipated costs will be paid out of Reserves



**CITY OF CHOWCHILLA
ENGINEERS REPORT
LANDSCAPE MAINTENANCE & LIGHTING DISTRICT NO. 90-1
2015-2016 TAX YEAR
EXHIBIT "A"**

AUTOZONE

ZONE 25

Description	Amount	Cost	Total Cost
A. Operation, Equipment and Maintenance Costs			
Storm Drain			\$ -
Facilities, Landscaping and Irrigation System	1		\$ -
Streetlights - Monthly Service Charge per light	2	\$ 45.00	\$ 90.00
Streetlights - Average Annual Maintenance (per light)	2	\$ 25.00	\$ 50.00
Streetlights - Labor, Equip, Administrative Costs	1	\$ 269.51	\$ 269.51
B. Incidental and Indirect Costs			
Legal and Administrative Fees			\$ 61.43
Assessment Proceedings			\$ -
Publications, Mailings, and Posting			\$ -
Capital			\$ 274.57
Reserves			\$ 42.00
Engineering Fees			\$ 148.25
Total Annual Assessment			<u><u>\$ 935.76</u></u>

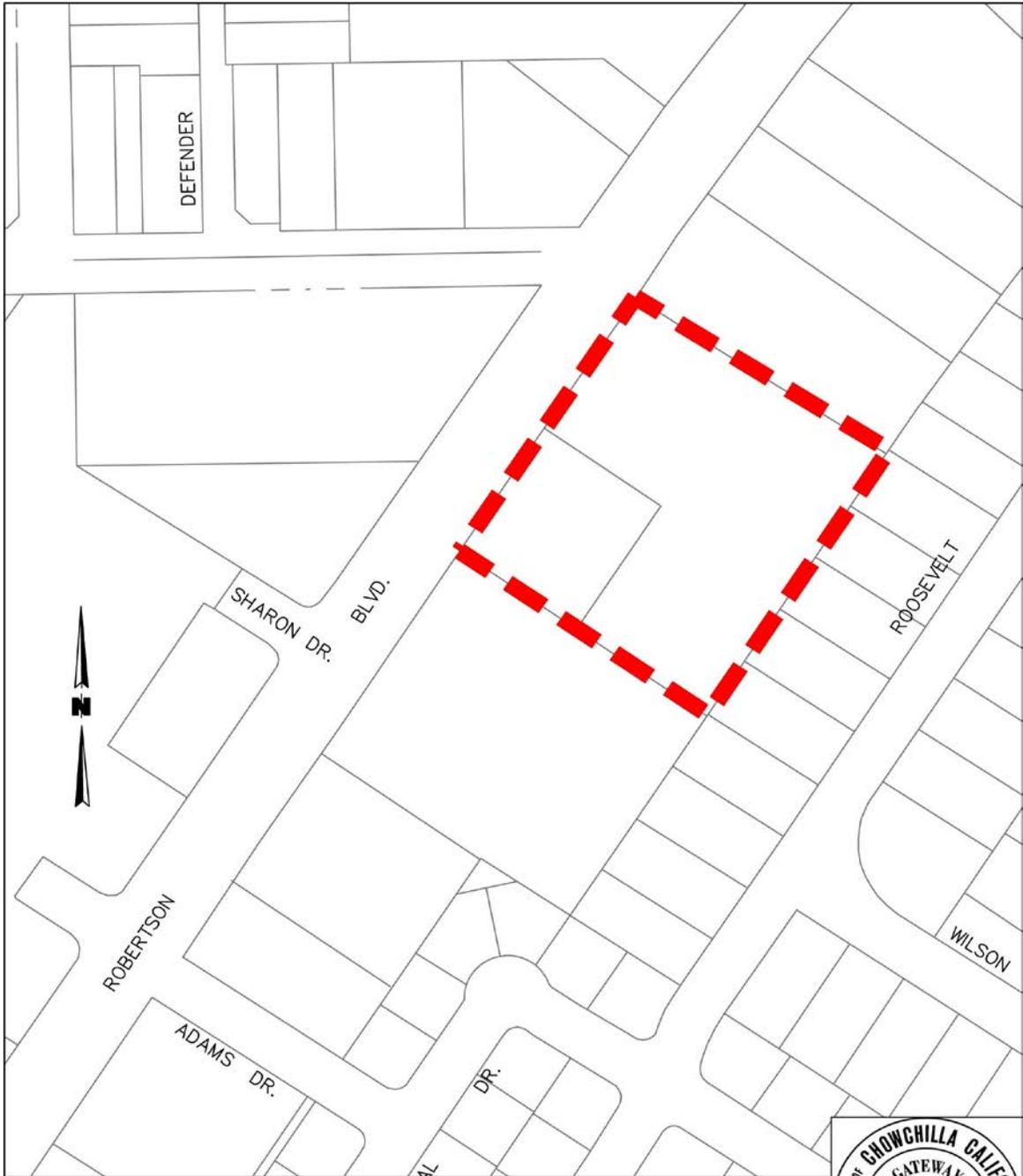
ENGINEER'S CALCULATIONS

Total Acreage 2.965

Total Cost per Acre \$ 315.60

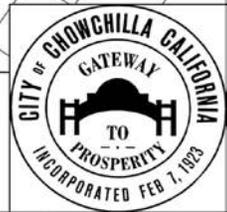
	Acres	Assessment
APN# 002-010-026	2.293	\$ 723.68
APN# 002-010-025	0.672	\$ 212.08
Total Assessment	<u><u>2.965</u></u>	<u><u>\$ 935.76</u></u>

Any additional Costs or unanticipated costs will be paid out of Reserves



Boundary & Landscape Area 25

LLMD District - Autozone



**CITY OF CHOWCHILLA
ENGINEERS REPORT
LANDSCAPE MAINTENANCE & LIGHTING DISTRICT NO. 90-1
2015-2016 TAX YEAR
EXHIBIT "A"**

RITE AID (GROTHER FAMILY TRUST)

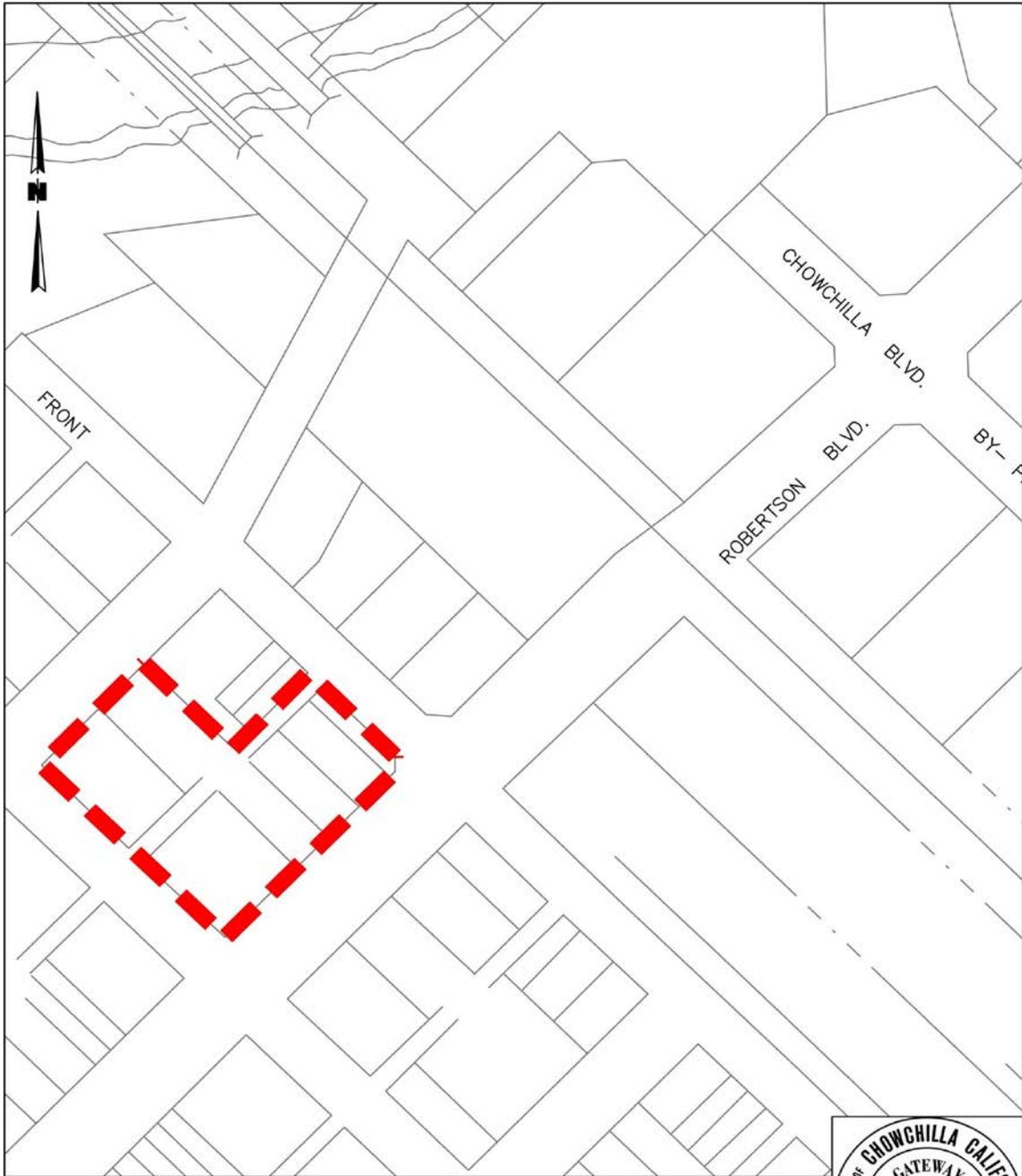
ZONE 26

Description	Amount	Cost	Total Cost
A. Operation, Equipment and Maintenance Costs			
Storm Drain			\$ -
Facilities, Landscaping and Irrigation System	1	\$ 1,259.82	\$ 1,259.82
Streetlights - Monthly Service Charge per light	6	\$ 45.00	\$ 270.00
Streetlights - Average Annual Maintenance (per light)	6	\$ 25.00	\$ 150.00
Streetlights - Labor, Equip, Administrative Costs	1	\$ 419.94	\$ 419.94
B. Incidental and Indirect Costs			
Legal and Administrative Fees			
Assessment Proceedings			
Publications, Mailings, and Posting			
County Processing Fees			
Laboratory Soil Sampling and Testing for Toxic Substances			
Engineering Fees			\$ 200.00
Total Annual Assessment			<u><u>\$ 2,299.76</u></u>

ENGINEER'S CALCULATIONS

Total Acreage	1.664	
Total Cost per Acre	<u><u>\$ 1,382.07</u></u>	
	Acres	Assessment
APN# 001-136-018	1.66	\$ 2,299.76
Total Assessment		<u><u>\$ 2,299.76</u></u>

Any additional Costs or unanticipated costs will be paid out of Reserves



Boundary & Landscape Area 26

LLMD District - RiteAid





REPORT TO THE CITY COUNCIL

Council Meeting of July 14, 2015

Agenda Section:	<u>Deferred Business</u>
SUBJECT:	Second Reading of an Ordinance Adding Chapter 15.50 to the Chowchilla Municipal Code to Provide an Expedited, Streamlined Permitting Process for Small Residential Rooftop Solar Systems
Prepared By:	<u>Laura L. Crane, City Attorney</u>
Approved By:	<u>Brian Haddix, City Administrator</u>

RECOMMENDATION:

Staff recommends the Council waive the second reading of the attached ordinance providing for an expedited, streamlined permitting process for small residential rooftop solar systems, and adopt the ordinance.

HISTORY / BACKGROUND:

California enacted the Solar Rights Act in 1978 to protect consumer’s right to install and operate solar energy technology on homes and businesses. The Solar Rights Act was amended last year to require local agencies to pass ordinances to promote and encourage the installation and use of solar energy systems by limiting obstacles to their use and by minimizing the permitting costs of such systems. This amendment mandates that the ordinance create an expedited, streamlined permitting process for small residential rooftop solar energy systems.

The City needs to adopt the ordinance mandated by the amendment to the Solar Rights Act as reflected in Government Code section 65850.5(g)(1). The attached ordinance is intended to satisfy that requirement. The ordinance codifies the requirements of Section 65850.5(g)(1), such as accepting and approving applications electronically, directing the City’s Building Official to develop a checklist of all requirements with which small rooftop solar energy systems shall comply to be eligible for expedited review, and authorizing the Building Official to administratively approve such applications.

FINANCIAL IMPACT:

None perceived other than costs of enforcement.

ATTACHMENTS:

Ordinance adding Chapter 15.50 to Title 15 of the Chowchilla Municipal Code

ORDINANCE # -15

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CHOWCHILLA ADDING CHAPTER 15.50 TO TITLE 15 OF THE CHOWCHILLA MUNICIPAL CODE TO PROVIDE AN EXPEDITED, STREAMLINED PERMITTING PROCESS FOR SMALL RESIDENTIAL ROOFTOP SOLAR SYSTEMS

WHEREAS, the Chowchilla City Council seeks to implement AB 2188 (Chapter 521, Statutes 2014) through the creation of an expedited, streamlined permitting process for small residential rooftop solar energy systems; and

WHEREAS, the City Council wishes to advance the use of solar energy by all of its citizens, businesses and industries; and

WHEREAS, the City Council seeks to meet the climate action goals set by the State; and

WHEREAS, solar energy creates local jobs and economic opportunity; and

WHEREAS, the City Council recognizes that rooftop solar energy provides reliable energy and pricing for its residents and businesses; and

WHEREAS, it is in the interest of the health, welfare and safety of the people of the City of Chowchilla to provide an expedited permitting process to assure the effective deployment of solar technology; and

WHEREAS, the City Council wishes to accept electronic signatures on all forms in the future when it acquires the technology that is necessary to accept such signatures; however, the City does not currently have that technology.

NOW, THEREFORE, the City Council of the City of Chowchilla does ordain as follows:

Section 1. Chapter 15.50 is hereby added to Title 15 of the Chowchilla Municipal Code, to read as follows:

CHAPTER 15.50 - SMALL RESIDENTIAL ROOFTOP SOLAR ENERGY SYSTEM REVIEW PROCESS

15.50.010 – Purpose.

The purpose of this Chapter is to adopt an expedited, streamlined solar permitting process that complies with the Solar Rights Act and AB 2188 (Chapter 521, Statutes 2014) to achieve timely and cost-effective installations of small residential rooftop solar energy systems. This Chapter encourages the use of solar systems by removing unreasonable barriers, minimizing costs to property owners and the City, and expanding the ability of property owners to install solar energy systems. This Chapter allows the City to achieve these goals while protecting the public health and safety.

15.50.020 – Definitions

A. A “Solar Energy System” means either of the following:

1. Any solar collector or other solar energy device whose primary purpose is to provide for the collection, storage, and distribution of solar energy for space heating, space cooling, electric generation, or water heating.

2. Any structural design feature of a building, whose primary purpose is to provide for the collection, storage, and distribution of solar energy for electricity generation, space heating or cooling, or for water heating.
- B. A “small residential rooftop solar energy system” means all of the following:
1. A solar energy system that is no larger than 10 kilowatts alternating current nameplate rating or 30 kilowatts thermal.
 2. A solar energy system that conforms to all applicable state fire, structural, electrical, and other building codes as adopted or amended by the [City, County, or City and County] and all state and [City, County, or City and County] health and safety standards.
 3. A solar energy system that is installed on a single or duplex family dwelling.
 4. A solar panel or module array that does not exceed the maximum legal building height as defined by the [City, County, or City and County].
- C. “Electronic submittal” means the utilization of one or more of the following:
1. Email;
 2. The Internet;
 3. Facsimile.
- D. An “association” means a nonprofit corporation or unincorporated association created for the purpose of managing a common interest development.
- E. A “common interest development” means any of the following:
1. A community apartment project.
 2. A condominium project.
 3. A planned development.
 4. A stock cooperative.
- F. “Specific, adverse impact” means a significant, quantifiable, direct, and unavoidable impact, based on objective, identified, and written public health or safety standards, policies, or conditions as they existed on the date the application was deemed complete.
- G. “Reasonable restrictions” on a solar energy system are those restrictions that do not significantly increase the cost of the system or significantly decrease its efficiency or specified performance, or that allow for an alternative system of comparable cost, efficiency, and energy conservation benefits.
- H. “Restrictions that do not significantly increase the cost of the system or decrease its efficiency or specified performance” means:
1. For Water Heater Systems or Solar Swimming Pool Heating Systems: an amount exceeding 10 percent of the cost of the system, but in no case more than one thousand dollars (\$1,000), or decreasing the efficiency of the solar energy system by an amount exceeding 10 percent, as originally specified and proposed.
 2. For Photovoltaic Systems: an amount not to exceed one thousand dollars (\$1,000) over the system cost as originally specified and proposed, or a decrease in system efficiency of an amount exceeding 10 percent as originally specified and proposed.

15.50.030 – Applicability of Chapter Provisions.

A. This Chapter applies to the permitting of all small residential rooftop solar energy systems in the City.

B. Small residential rooftop solar energy systems legally established or permitted prior to the effective date of this Chapter are not subject to the requirements of this Chapter unless physical modifications or alterations are undertaken that materially change the size, type, or components of a small rooftop energy system in such a way as to require new permitting. Routine operation and maintenance or like-kind replacements shall not require a permit.

15.50.040 – Solar Energy System Requirements

A. All solar energy systems shall meet applicable health and safety standards and requirements imposed by the State of California, City of Chowchilla, local fire department, and local utility districts.

B. Solar energy systems for heating water in single-family residences and for heating water in commercial or swimming pool applications shall be certified by an accredited listing agency as defined by the California Plumbing and Mechanical Code.

C. Solar energy systems for producing electricity shall meet all applicable safety and performance standards established by the California Electrical Code, the Institute of Electrical and Electronics Engineers, and accredited testing laboratories such as Underwriters Laboratories and, where applicable, rules of the Public Utilities Commission regarding safety and reliability.

15.50.050 – Building Official Duties

A. All documents required for the submission of an expedited solar energy system application shall be made available on the City's internet site.

B. Electronic submittal of the required permit application and documents by email, the Internet, or facsimile shall be made available to all small residential rooftop solar energy system permit applicants.

C. Upon the City's acquisition of the technology to accept electronic signatures, an applicant's electronic signature shall be accepted on all forms, applications, and other documents in lieu of a wet signature.

D. The City shall adopt a standard plan and checklist of all requirements with which small residential rooftop solar energy systems shall comply to be eligible for expedited review.

E. The small residential rooftop solar system permit process, standard plan(s), and checklist(s) shall substantially conform to recommendations for expedited permitting, including the checklist and standard plans contained in the most current version of the California Solar Permitting Guidebook adopted by the Governor's Office of Planning and Research.

F. All fees prescribed for the permitting of small residential rooftop solar energy system must comply with Government Code Section 65850.55, Government Code Section 66015, Government Code Section 66016, and State Health and Safety Code Section 17951.

15.50.060 – Permit Review and Inspection Requirements

A. Prior to September 30, 2015, the City shall adopt an administrative, nondiscretionary review process to expedite approval of small residential rooftop solar energy systems. The City's Building Department shall issue a building permit or other nondiscretionary permit within three (3) business days of receipt of a complete application that meets the requirements of the

approved checklist and standard plan. A building official may require an applicant to apply for a use permit if the official finds, based on substantial evidence, that the solar energy system could have a specific, adverse impact upon the public health and safety. Such decisions may be appealed to the City's Planning Commission.

B. Review of the application shall be limited to the building official's review of whether the application meets local, state, and federal health and safety requirements.

C. If a use permit is required, a building official may deny an application for the use permit if the official makes written findings based upon substantive evidence in the record that the proposed installation would have a specific, adverse impact upon public health or safety and there is no feasible method to satisfactorily mitigate or avoid, as defined, the adverse impact. Such findings shall include the basis for the rejection of the potential feasible alternative for preventing the adverse impact. Such decisions may be appealed to the City's Planning Commission.

D. Any condition imposed on an application shall be designed to mitigate the specific, adverse impact upon health and safety at the lowest possible cost.

E. "A feasible method to satisfactorily mitigate or avoid the specific, adverse impact" includes, but is not limited to, any cost-effective method, condition, or mitigation imposed by the City on another similarly situated application in a prior successful application for a permit. The City shall use its best efforts to ensure that the selected method, condition, or mitigation meets the conditions of California Civil Code section 714, subdivision (1) subparagraphs (A) and (B) defining restrictions that do not significantly increase the cost of the system or decrease its efficiency or specified performance.

F. The City shall not condition approval of an application on the approval of an association, as defined in California Civil Code section 4080.

G. If an application is deemed incomplete, a written correction notice detailing all deficiencies in the application and any additional information or documentation required to be eligible for expedited permit issuance shall be sent to the applicant for resubmission.

H. Only one inspection shall be required and performed by the City for small residential rooftop solar energy systems eligible for expedited review. The inspection shall be done in a timely manner and should include consolidated inspections. An inspection will be scheduled within two [2] business days of a request and provide a two [2] hour inspection window.

J. If a small residential rooftop solar energy system fails inspection, a subsequent inspection is authorized but need not conform to the requirements of this Chapter.

Section 3. Severability.

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

Section 4. Effective Date and Publication.

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

Introduced and first reading waived by the City Council of the City of Chowchilla at a regular meeting held on June 23, 2015; second reading waived, and ordinance enacted on July 14, 2015.by the following vote:

AYES:

NOES:

ABSTAINS:

ABSENT:

APPROVED:

John Chavez, Mayor

ATTEST:

Joann McClendon
Interim City Clerk



REPORT TO THE CITY COUNCIL

Council Meeting of July 14, 2015

Agenda Section:	<u>New Business</u>
SUBJECT:	Consideration of an Extension of Vesting Tentative Subdivision Map No. 05-0056 for the Woodcrest Subdivision
Prepared By:	<u>Richard Perkins, Senior Planner</u>
Approved By:	<u>Brian Haddix, City Administrator</u>

RECOMMENDATION

In light of the housing market conditions, Staff recommends that the Council consider a Resolution for an 18 month extension of the vesting map. A resolution has been prepared for Council consideration, or take an alternate action on the request

HISTORY / BACKGROUND

A request for an extension of Vesting Tentative Subdivision Map No. 05-0056 has been submitted by John Peterson on behalf of Fagundes Brother's Dairy. Originally submitted by Ryland Homes, the Woodcrest Vesting Tentative Map (VTM) was approved by the City Council by Resolution No. 15-06.

Ryland Homes submitted a Vesting Tentative Subdivision Map proposal for a residential subdivision on approximately 36± acres in November 2005. The City of Chowchilla approved Vesting Tentative Subdivision Map No. 05-0056 on February 27, 2006 to subdivide the subject property into 176 residential lots in a single phase development. These proposed single family residential lots range from 5,000 square feet to slightly more than 10,800 square feet. On August 28, 2006, the City Council approved an amendment to the Map to allow a two phase development.

FINANCIAL ANALYSIS

The current application requires staff time for the review, meetings etc.

ATTACHMENTS

Resolution

Attachment A, vicinity map

Attachment B, the applicant's letter requesting the extension

COUNCIL RESOLUTION # -15

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHOWCHILLA
GRANTING AN EIGHTEEN MONTH EXTENSION
FOR VESTING TENTATIVE MAP NO. 05-0056 FOR WOODCREST**

WHEREAS, Fagundes Brother's Dairy has submitted a request to the City of Chowchilla to extend the time to file a Final Map on the vesting tentative map for Woodcrest; and,

WHEREAS, the developer has identified the reason for the request is due to the current housing market conditions; and,

WHEREAS, the City Code and the State Subdivision Map Act allow for the extension of tentative maps and the City Code allow the extension for a period up to eighteen months; and,

WHEREAS, the extension of an approved Vesting Tentative Map does not constitute a project pursuant to the provisions of the California Environmental Quality Act; and,

WHEREAS there is no significant health or safety issues that warrant changes to the conditions placed on the approval of the tentative map in 2006;

NOW THEREFORE BE IT RESOLVED, that the City Council of the City of Chowchilla does hereby grant an 18 month extension to Vesting Tentative Map No. 05-0056, to February 28, 2017.

* * * * *

PASSED AND ADOPTED by the City Council of the City of Chowchilla this 14th day of July 2015 by the following vote to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

John Chavez, Mayor

ATTEST:

Joann McClendon
Interim City Clerk

Project Location Map

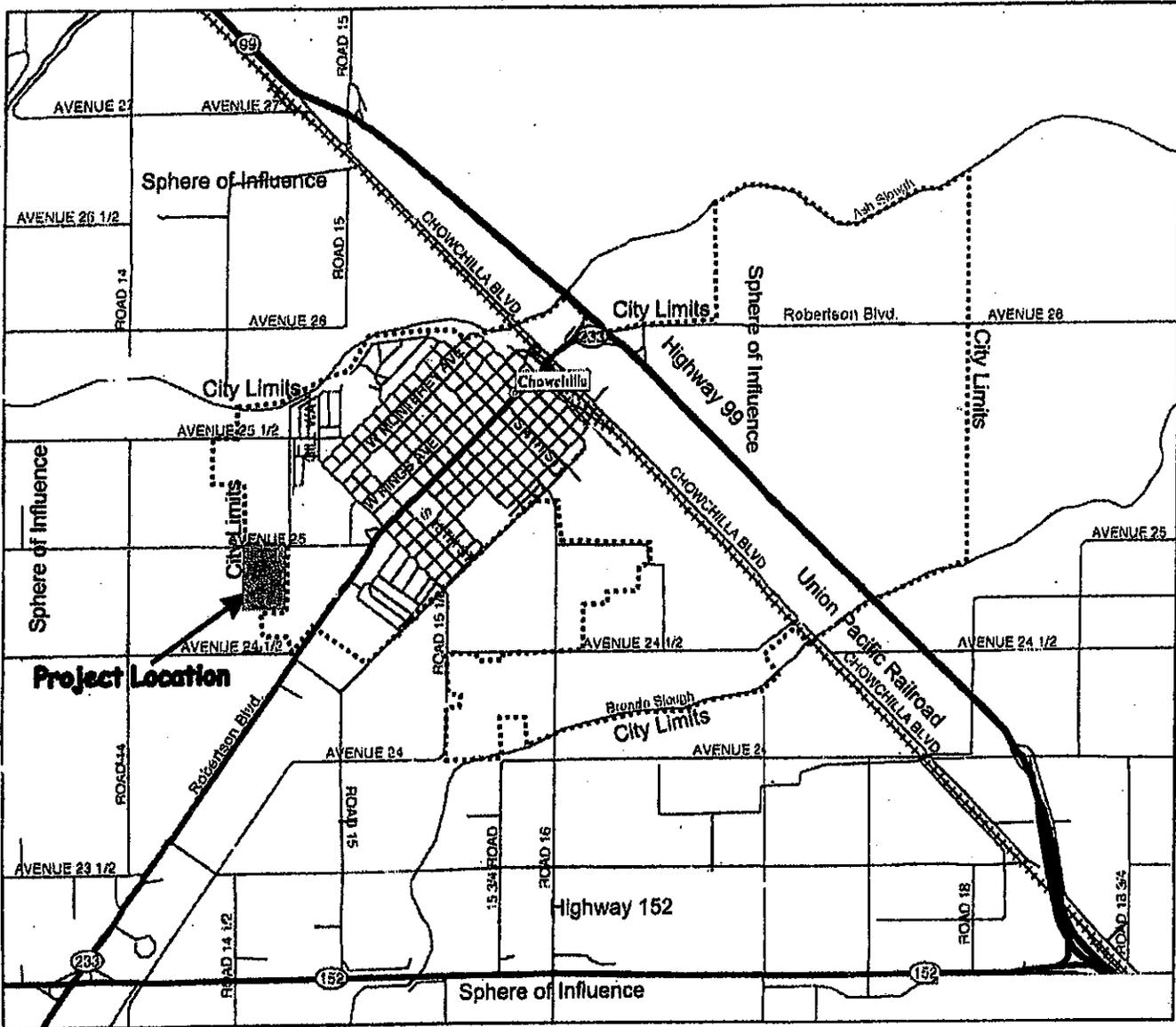
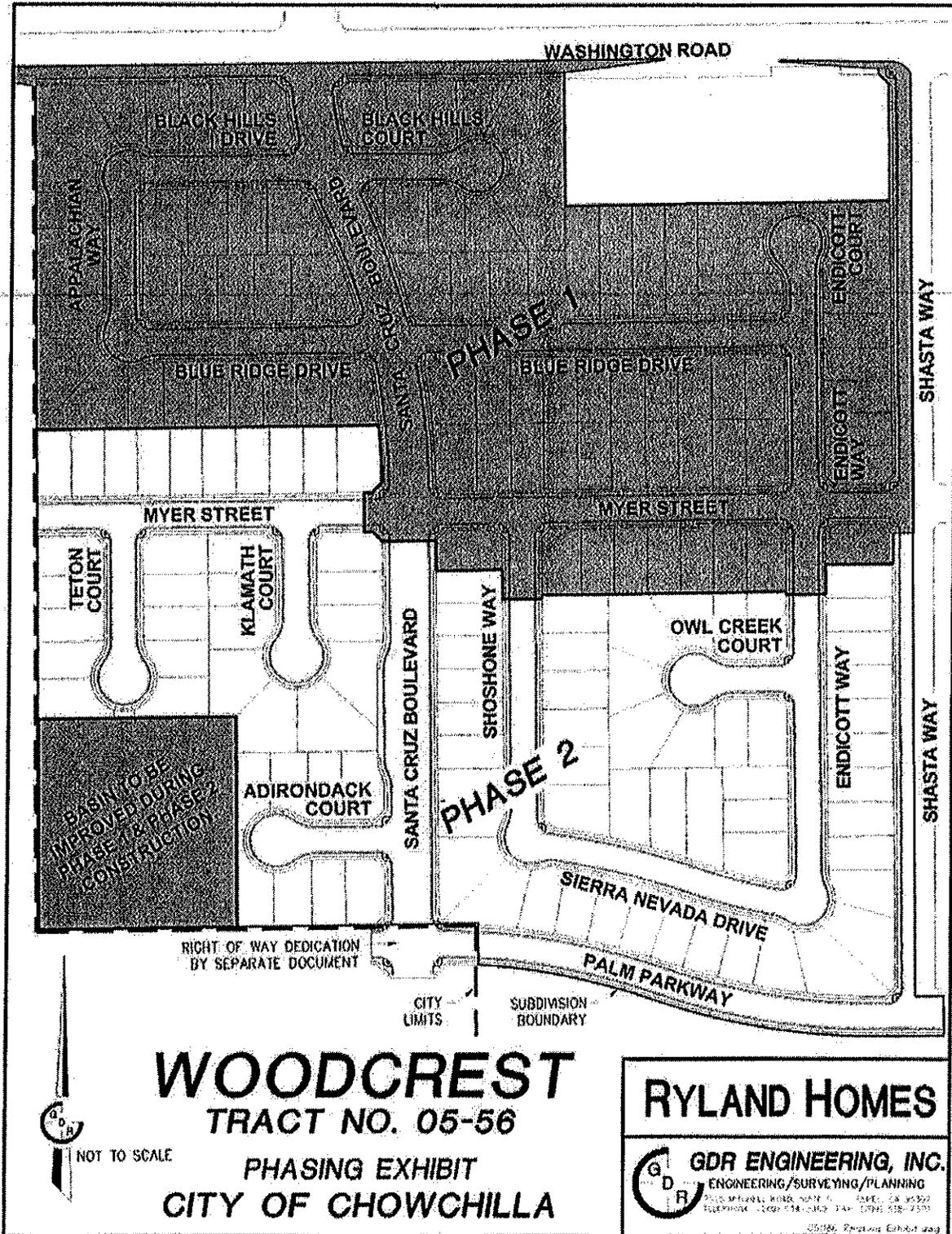


Figure 2 – Proposed Amended Vesting Tentative Subdivision Map



Fagundes Bros. Dairy

P.O. Box 2717 • Merced, CA 95344
Phone: (209) 383-6046 • Fax: (209) 383-6042

June 30, 2015

City of Chowchilla
Richard Perkins, Senior Planner
130 S. Second Street
Civic Center Plaza
Chowchilla, CA 93610

RE: Tract No. 05-56 Woodcrest

Dear Mr. Perkins:

As the new property owner, we are requesting an extension of the approved Vesting Tentative Map for the Woodcrest project south of Washington Road at Santa Cruz Boulevard. The project was approved by the City and with extensions granted by the State of California has been extended until August 16, 2015. Due to the current housing market condition we wish to have the map approval extended for another two years.

Thank you for your help and if you have any question please feel free to contact me at (925) 324-0800.

Sincerely



John R. Peterson
Development Manager
Fagundes Bros. Dairy



REPORT TO THE CITY COUNCIL

Council Meeting of July 14, 2015

Agenda Section:	<u>New Business</u>
SUBJECT:	Firework Permits 2016 & 2017 Years
Prepared By:	<u>Janene Hicks, Permit Technician</u>
Authorized By:	<u>Harry Turner, Fire Chief</u>
Approved By:	<u>Brian Haddix, City Administrator</u>

RECOMMENDATION:

Authorize City Clerk to proceed with lottery drawing at meeting; then announce the name of the 4 (four) permit holders (Including VFW) plus 1 (one) alternate for 2016 & 2017 years.

There will be an alternate organization drawn during the lottery to step in, in the event a current applicant becomes non-compliant or withdraws from the permitting process.

HISTORY / BACKGROUND:

This is a biennial lottery draw to select organizations that want to setup a temporary booth for the sale of fireworks within the city limits of the City of Chowchilla for 2016 & 2017 years.

Per Council Resolution # 410-99, the City shall grant no more than four two-year permits to sale fireworks. Section 8.24.080, titled "Method of Selecting Licensee and Notice of Granting or Rejection of License; Permit Priorities", states that if the number of applications exceeds the number of permits to be issued, the veteran's organizations shall have first priority for the available permits, the additional permits shall be granted by a random drawing supervised by the City Clerk.

Per Ordinance, applications were due to the City Clerk's Office between June 1 and June 30, 2015 for permits for the 2016 & 2017 years. Below is the list of organizations that submitted an application for Fireworks lottery drawing and complied with City Ordinance.

FINANCIAL IMPACT:

Application fee of \$53.00 dollars will be required at the time of application process per year and prior to fire inspection.

ATTACHMENTS:

Fireworks Permit Applications

- VFW
- Chowchilla Lioness Lions Club
- Chowchilla Family Worship Center
- Driven Youth
- The Pentecostals of Chowchilla
- Chowchilla Youth Cheer
- Chowchilla Soccer Academy Inc.

SPECIAL INSTRUCTIONS:

Community and Economic Development Department will notify applicants of the granting or rejection of fireworks permits, and coordinate activity, application process and permitting process with the Fire Chief.



CITY OF CHOWCHILLA
 130 S. Second St., Chowchilla, CA 93610
 Community and Economic Development Department

FIREWORKS BOOTH SALES LOTTERY DRAW APPLICATION

Thank you for your interest in participating in the biennial lottery draw to select organizations that want to setup temporary booths and sell fireworks within the city limits of the City of Chowchilla. Review the information on the reverse side to insure your organization qualifies for this opportunity. Complete the application below and submit it to the City of Chowchilla Community and Economic Development Department during office hours between June 1 and June 30.

Organization Name: Driven Youth

Organization Address: P.O. Box 426, Chowchilla, CA 93610

Organization Representative: Chad Middleton Phone: 559706-4785

Mailing Address: 1556 Roosevelt, Chowchilla, CA 93610
If different from above

Is this application shared with another organization? Yes No

Has that organization authorized you to submit on their behalf? Yes No

If yes to both, Name of Shared Organization: _____

Organization Address: _____

Organization Representative: _____ Phone: _____

Proposed Fireworks Stand Location: _____

I have read and understand all information provided on this application and I verify by my signature that all information is true and correct to the best of my knowledge.

Representatives Signature: *Chad Middleton* Date: 6/7/15

Representatives Title: _____

Comments (if any): _____

CITY OFFICE USE ONLY

Application Received By: *Jeanne Hicks* Date: 6/9/15
City of Chowchilla Community and Economic Development Department



CITY OF CHOWCHILLA
130 S. Second St., Chowchilla, CA 93610
Community and Economic Development Department

FIREWORKS BOOTH SALES LOTTERY DRAW APPLICATION

Thank you for your interest in participating in the biennial lottery draw to select organizations that want to setup temporary booths and sell fireworks within the city limits of the City of Chowchilla. Review the information on the reverse side to insure your organization qualifies for this opportunity. Complete the application below and submit it to the City of Chowchilla Community and Economic Development Department during office hours between June 1 and June 30.

Organization Name: Chowchilla Family Worship Center

Organization Address: P.O. Box 426, Chowchilla, CA 93610

Organization Representative: Chad Buttrey Phone: 559-706-6120

Mailing Address: 22710 Road 13, Chowchilla, CA 93610
If different from above

Is this application shared with another organization? Yes No

Has that organization authorized you to submit on their behalf? Yes No

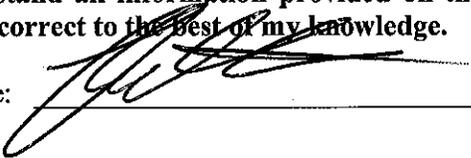
If yes to both, Name of Shared Organization: _____

Organization Address: _____

Organization Representative: _____ Phone: _____

Proposed Fireworks Stand Location: SaveMart Parking Lot

I have read and understand all information provided on this application and I verify by my signature that all information is true and correct to the best of my knowledge.

Representatives Signature:  Date: 6/7/15

Representatives Title: _____

Comments (if any): _____

CITY OFFICE USE ONLY

Application Received By:  Date: 6/9/15
City of Chowchilla Community and Economic Development Department



CITY OF CHOWCHILLA
130 S. Second St., Chowchilla, CA 93610
Community and Economic Development Department

FIREWORKS BOOTH SALES LOTTERY DRAW APPLICATION

Thank you for your interest in participating in the biennial lottery draw to select organizations that want to setup temporary booths and sell fireworks within the city limits of the City of Chowchilla. Review the information on the reverse side to insure your organization qualifies for this opportunity. Complete the application below and submit it to the City of Chowchilla Community and Economic Development Department during office hours between June 1 and June 30.

This organization is organized and conducts meetings within the City of Chowchilla corporate limits? Yes No

Organization Name: The Pentecostals of Chowchilla

Organization Address: 215 S. 1st Chowchilla

Organization Representative: Margaret Shelton Phone: 559-666-8467

Mailing Address: P.O. Box 484 Chowchilla, Ca.
If different from above

Is this application shared with another organization? Yes No

If yes, has that organization authorized you to submit on their behalf? Yes No

If yes to both, Name of Shared Organization: _____

Organization Address: _____

Organization Representative: _____ Phone: _____

Proposed Fireworks Stand Location: _____

I have read and understand all information provided on this application and I verify by my signature that all information is true and correct to the best of my knowledge.

Representatives Signature: Margaret Shelton Date: 6-23-15

Representatives Title: Pastors Wife

Comments (if any): _____

CITY OFFICE USE ONLY
Application Received By: Janene Hicke Date: 6/29/15
City of Chowchilla Community and Economic Development Department



CITY OF CHOWCHILLA
 130 S. Second St., Chowchilla, CA 93610
 Community and Economic Development Department

FIREWORKS BOOTH SALES LOTTERY DRAW APPLICATION

Thank you for your interest in participating in the biennial lottery draw to select organizations that want to setup temporary booths and sell fireworks within the city limits of the City of Chowchilla. Review the information on the reverse side to insure your organization qualifies for this opportunity. Complete the application below and submit it to the City of Chowchilla Community and Economic Development Department during office hours between June 1 and June 30.

This organization is organized and conducts meetings within the City of Chowchilla corporate limits? Yes No

Organization Name: Chowchilla Lioness Lions Club

Organization Address: P.O. Box 313 Chowchilla, CA 93610

Organization Representative: Stephanie Catman Phone: 706-3693

Mailing Address: P.O. Box 313
If different from above

Is this application shared with another organization? Yes No

If yes, has that organization authorized you to submit on their behalf? Yes No

If yes to both, Name of Shared Organization: _____

Organization Address: _____

Organization Representative: _____ Phone: _____

Proposed Fireworks Stand Location: Empty lot N.W. Corner of 5th Street + Robertson Blvd

I have read and understand all information provided on this application and I verify by my signature that all information is true and correct to the best of my knowledge.

Representatives Signature: Stephanie Catman Date: June 2, 2015

Representatives Title: President

Comments (if any): _____

CITY OFFICE USE ONLY

Application Received By: Janeene Micka Date: 6/9/15
 City of Chowchilla Community and Economic Development Department



CITY OF CHOWCHILLA
 130 S. Second St., Chowchilla, CA 93610
 Community and Economic Development Department

FIREWORKS BOOTH SALES LOTTERY DRAW APPLICATION

Thank you for your interest in participating in the biennial lottery draw to select organizations that want to setup temporary booths and sell fireworks within the city limits of the City of Chowchilla. Review the information on the reverse side to insure your organization qualifies for this opportunity. Complete the application below and submit it to the City of Chowchilla Community and Economic Development Department during office hours between June 1 and June 30.

This organization is organized and conducts meetings within the City of Chowchilla corporate limits? Yes No

Organization Name: Chowchilla Youth Cheer

Organization Address: 420 Humboldt Ave

Organization Representative: Mary Sue CLAY Phone: 209-756-1955

Mailing Address: P.O. Box 242
If different from above

Is this application shared with another organization? Yes No

If yes, has that organization authorized you to submit on their behalf? Yes No

If yes to both, Name of Shared Organization: _____

Organization Address: _____

Organization Representative: _____ Phone: _____

Proposed Fireworks Stand Location: _____

I have read and understand all information provided on this application and I verify by my signature that all information is true and correct to the best of my knowledge.

Representatives Signature: Mary Sue Clay Date: 6-26-2015

Representatives Title: Mrs.

Comments (if any): would like mcdonald's

CITY OFFICE USE ONLY

Application Received By: Janeve Hicks Date: 6/29/15
City of Chowchilla Community and Economic Development Department



CITY OF CHOWCHILLA
130 S. Second St., Chowchilla, CA 93610
Community and Economic Development Department

FIREWORKS BOOTH SALES
LOTTERY DRAW APPLICATION

Thank you for your interest in participating in the biennial lottery draw to select organizations that want to setup temporary booths and sell fireworks within the city limits of the City of Chowchilla. Review the information on the reverse side to insure your organization qualifies for this opportunity. Complete the application below and submit it to the City of Chowchilla Community and Economic Development Department during office hours between June 1 and June 30.

This organization is organized and conducts meetings within the City of Chowchilla corporate limits? [X] Yes [] No

Organization Name: Chowchilla VFW Post 9896

Organization Address: 245 S 5th Chowchilla CA

Organization Representative: Schw Schumann Phone: 559 706 5729

Mailing Address: 245 S 5th
If different from above

Is this application shared with another organization? [] Yes [X] No

If yes, has that organization authorized you to submit on their behalf? [] Yes [] No

If yes to both, Name of Shared Organization:

Organization Address:

Organization Representative: Phone:

Proposed Fireworks Stand Location: 247-19 Redentson Chowchilla CA

I have read and understand all information provided on this application and I verify by my signature that all information is true and correct to the best of my knowledge.

Representatives Signature: [Signature] Date: 6-30-15

Representatives Title: Quartermaster

Comments (if any):

CITY OFFICE USE ONLY

Application Received By: [Signature] Date: 6-30-15
City of Chowchilla Community and Economic Development Department



CITY OF CHOWCHILLA
130 S. Second St., Chowchilla, CA 93610
Community and Economic Development Department

RECEIVED
JUN 30 2015

FIREWORKS BOOTH SALES LOTTERY DRAW APPLICATION

Thank you for your interest in participating in the biennial lottery draw to select organizations that want to setup temporary booths and sell fireworks within the city limits of the City of Chowchilla. Review the information on the reverse side to insure your organization qualifies for this opportunity. Complete the application below and submit it to the City of Chowchilla Community and Economic Development Department during office hours between June 1 and June 30.

This organization is organized and conducts meetings within the City of Chowchilla corporate limits? Yes No

Organization Name: Chowchilla Soccer Academy INC.

Organization Address: 515 W. Robertson Blvd Suite 8 Chowchilla CA 93610

Organization Representative: Sal Dicochea Phone: 5594797942

Mailing Address: 8845 Laguna St Chowchilla CA 93610
If different from above

Is this application shared with another organization? Yes No

If yes, has that organization authorized you to submit on their behalf? Yes No ^{NK}

If yes to both, Name of Shared Organization: _____

Organization Address: _____

Organization Representative: _____ Phone: _____

Proposed Fireworks Stand Location: Save Mart

I have read and understand all information provided on this application and I verify by my signature that all information is true and correct to the best of my knowledge.

Representatives Signature: Sal Dicochea Date: 6/30/15

Representatives Title: mgr.

Comments (if any): _____

CITY OFFICE USE ONLY
Application Received By: _____ Date: _____
City of Chowchilla Community and Economic Development Department



REPORT TO THE CITY COUNCIL

Council Meeting of July 14, 2015

Agenda Section:	<u>New Business</u>
SUBJECT:	Approval of Program Supplement Agreement No. 014-N for ADUSD School Bus Project and Authorizing City Engineer/ Public Works Director to Sign Agreement and Related Documents for Submittal to Caltrans
Prepared By:	<u>Ellen Moy, Transportation Planner</u>
Authorized By:	<u>Craig M. Locke, PE, City Engineer/Public Works Director</u>
Approved By:	<u>Brian Haddix, City Administrator</u>

RECOMMENDATION:

Staff recommends that Council approve the Program Supplemental Agreement No. 014-N to Administering Agency-State Agreement No. 06-5258R and resolution that authorizes the Alview-Dairyland Union School District (ADUSD) to complete the purchase of four replacement school buses and authorize the City Engineer/Public Works Director to sign it and other related documents for submittal to Caltrans for completion of the project. There is no impact on the City’s General Fund.

HISTORY / BACKGROUND:

Caltrans requires every funded project to have a Program Supplement Agreement. As the project sponsor, two originals of the Program Supplement Agreement were forwarded to the City for review and signatures. This will allow the project to proceed to final reimbursement.

ADUSD requested, and the City Council approved a Public Private Partnership (PPP) Agreement on February 24, 2015 for sponsorship of Federal Congestion Mitigation and Air Quality grant funding for ADUSD that includes no contribution of City funds. Having a PPP is a requirement from Caltrans in order for ADUSD to implement awarded federal funding. The PPP allows ADUSD to utilize federal CMAQ funds awarded to them. Projects applications are developed and submitted by ADUSD and awarded by the Madera County Transportation Commission (MCTC) on a competitive basis for projects that improve air quality within Madera County.

ADUSD submitted an application that was awarded in FY2013-14 for four clean diesel replacement school buses for its fleet. The buses will be part of the District’s four-route school bus system that serves two school sites, Alview, the Kindergarten through 3rd grade school site and Dairyland, the 4th through 8th grade site.

FINANCIAL IMPACT:

Council action will allow the City Engineer/Public Works Director to sign the Program Supplement Agreement No. 014-N and other required Caltrans documentation related to ADUSD's school bus project to procure four replacement school buses.

The proposed project will not impact the General Fund.

ATTACHMENTS:

Council Resolution
Supplement Agreement 014-N

SPECIAL INSTRUCTIONS:

Email signed forms and resolution to Ellen Moy.

COUNCIL RESOLUTION # -15

**A RESOLUTION OF THE CITY OF CHOWCHILLA, CHOWCHILLA, CALIFORNIA,
AUTHORIZING CITY ENGINEER/PUBLIC WORKS DIRECTOR TO SIGN PROGRAM
SUPPLEMENT AGREEMENT NO. 014-N FOR ADUSD PROCUREMENT OF FOUR
REPLACEMENT SCHOOL BUSES AND FOR RELATED DOCUMENTS TO BE SUBMITTED
TO CALTRANS FOR COMPLETION OF PROJECT**

WHEREAS, Alview-Dairyland Union School District (ADUSD) was awarded \$545,000 in Congestion Mitigation and Air Quality (CMAQ) funds to purchase four replacement school buses; and

WHEREAS, the City of Chowchilla entered into an agreement to sponsor the project to allow ADUSD to submit required documentation to proceed with procurement and reimbursement; and

WHEREAS, Caltrans requires submittal of Program Supplement Agreement No. 014-N to Administering Agency-State Agreement No. 06-5258R and other related project documents.

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. The Chowchilla City Council hereby authorizes the City Engineer and Public Works Director to sign Program Supplement Agreement No. 014-N and other required project documentation on behalf of ADUSD.
3. This resolution is effective immediately.

PASSED AND ADOPTED by the City Council of the City of Chowchilla this 14th day of July 2015 by the following vote to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

John Chavez, Mayor

ATTEST:

Joann McClendon
Interim City Clerk

DEPARTMENT OF TRANSPORTATION

Division of Local Assistance
1120 N STREET
P.O. BOX 942874, MS# 1
Sacramento, CA 94274-0001
TTY 711
(916) 654-3883
Fax (916) 654-2408



File : 06-MAD-0-CHW
CMLNI-5258(034)
Chowchilla

June 17, 2015

Mr. Andrew Benelli
City Engineer & Public Works Director
City of Chowchilla

Chowchilla, CA 93610

Dear Mr. Benelli:

Enclosed are two originals of the Program Supplement Agreement No. 014-N to Administering Agency-State Agreement No. 06-5258R.

Please note that federal funding will be lost if you proceed with future phase(s) of the project prior to getting the "Authorization to Proceed" with that phase.

Please review the covenants and sign both copies of this Agreement and return both to this office, Office of Project Implementation - MS1 within 90 days from the receipt of this letter. If the signed Agreements are not received back in this office within 90 days, funds will be disencumbered and/or deobligated. Alterations should not be made to the agreement language or funding. ATTACH YOUR LOCAL AGENCY'S CERTIFIED AUTHORIZING RESOLUTION THAT CLEARLY IDENTIFIES THE PROJECT AND THE OFFICIAL AUTHORIZED TO EXECUTE THE AGREEMENT. A fully executed copy of the agreement will be returned to you upon ratification by Caltrans. No invoices for reimbursement can be processed until the agreement is fully executed.

A copy of the State approved finance letter containing the fund encumbrance and reversion date information will be mailed to you with your copy of the executed agreement.

Your prompt action is requested. If you have questions, please contact your District Local Assistance Engineer.

Sincerely,

Christian P. Jensen

for ROBERT NGUYEN, Chief (Acting)
Office of Project Implementation - South
Division of Local Assistance

Enclosure

c: DLA AE Project Files
(06) DLAE - James Perrault

PROGRAM SUPPLEMENT NO. N014
to
ADMINISTERING AGENCY-STATE AGREEMENT
FOR FEDERAL-AID PROJECTS NO 06-5258R

Adv Project ID **Date:** June 8, 2015
0615000206 **Location:** 06-MAD-0-CHW
 Project Number: CMLNI-5258(034)
 E.A. Number:
 Locode: 5258

This Program Supplement hereby adopts and incorporates the Administering Agency-State Agreement for Federal Aid which was entered into between the Administering Agency and the State on 03/13/07 and is subject to all the terms and conditions thereof. This Program Supplement is executed in accordance with Article I of the aforementioned Master Agreement under authority of Resolution No. _____ approved by the Administering Agency on _____ (See copy attached).

The Administering Agency further stipulates that as a condition to the payment by the State of any funds derived from sources noted below obligated to this PROJECT, the Administering Agency accepts and will comply with the special covenants or remarks set forth on the following pages.

PROJECT LOCATION:

Chowchilla

TYPE OF WORK: Bus Purchase

LENGTH: 0.0(MILES)

Estimated Cost	Federal Funds		Matching Funds	
	M40E		LOCAL	OTHER
\$616,000.00		\$544,974.00	\$71,026.00	\$0.00

CITY OF CHOWCHILLA

STATE OF CALIFORNIA
Department of Transportation

By _____
Title _____
Date _____
Attest _____

By _____
Chief, Office of Project Implementation
Division of Local Assistance
Date _____

I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance:

Accounting Officer  **Date** 6/10/15 \$544,974.00

Chapter	Statutes	Item	Year	Program	BC	Category	Fund Source	AMOUNT

SPECIAL COVENANTS OR REMARKS

1. A. The ADMINISTERING AGENCY will advertise, award and administer this project in accordance with the current published Local Assistance Procedures Manual.

B. ADMINISTERING AGENCY agrees that it will only proceed with work authorized for specific phase(s) with an "Authorization to Proceed" and will not proceed with future phase(s) of this project prior to receiving an "Authorization to Proceed" from the STATE for that phase(s) unless no further State or Federal funds are needed for those future phase(s).

C. Award information shall be submitted by the ADMINISTERING AGENCY to the District Local Assistance Engineer within 60 days of project contract award and prior to the submittal of the ADMINISTERING AGENCY'S first invoice for the construction contract.

Failure to do so will cause a delay in the State processing invoices for the construction phase. Attention is directed to Section 15.7 "Award Package" of the Local Assistance Procedures Manual.

D. ADMINISTERING AGENCY agrees, as a minimum, to submit invoices at least once every six months commencing after the funds are encumbered for each phase by the execution of this Project Program Supplement Agreement, or by STATE's approval of an applicable Finance Letter. STATE reserves the right to suspend future authorizations/obligations for Federal aid projects, or encumbrances for State funded projects, as well as to suspend invoice payments for any on-going or future project by ADMINISTERING AGENCY if PROJECT costs have not been invoiced by ADMINISTERING AGENCY for a six-month period.

If no costs have been invoiced for a six-month period, ADMINISTERING AGENCY agrees to submit for each phase a written explanation of the absence of PROJECT activity along with target billing date and target billing amount.

ADMINISTERING AGENCY agrees to submit the final report documents that collectively constitute a "Report of Expenditures" within one hundred eighty (180) days of PROJECT completion. Failure of ADMINISTERING AGENCY to submit a "Final Report of Expenditures" within 180 days of PROJECT completion will result in STATE imposing sanctions upon ADMINISTERING AGENCY in accordance with the current Local Assistance Procedures Manual.

E. Administering Agency shall not discriminate on the basis of race, religion, age, disability, color, national origin, or sex in the award and performance of any Federal-assisted contract or in the administration of its DBE Program Implementation Agreement. The Administering Agency shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of Federal-assisted contracts. The Administering Agency's DBE Implementation Agreement is incorporated by reference in this Agreement. Implementation of the DBE Implementation Agreement, including but not limited to timely reporting of DBE commitments and utilization, is a legal

SPECIAL COVENANTS OR REMARKS

obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the Administering Agency of its failure to carry out its DBE Implementation Agreement, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

F. Any State and Federal funds that may have been encumbered for this project are available for disbursement for limited periods of time. For each fund encumbrance the limited period is from the start of the fiscal year that the specific fund was appropriated within the State Budget Act to the applicable fund Reversion Date shown on the State approved project finance letter. Per Government Code Section 16304, all project funds not liquidated within these periods will revert unless an executed Cooperative Work Agreement extending these dates is requested by the ADMINISTERING AGENCY and approved by the California Department of Finance.

ADMINISTERING AGENCY should ensure that invoices are submitted to the District Local Assistance Engineer at least 75 days prior to the applicable fund Reversion Date to avoid the lapse of applicable funds. Pursuant to a directive from the State Controller's Office and the Department of Finance; in order for payment to be made, the last date the District Local Assistance Engineer can forward an invoice for payment to the Department's Local Programs Accounting Office for reimbursable work for funds that are going to revert at the end of a particular fiscal year is May 15th of the particular fiscal year. Notwithstanding the unliquidated sums of project specific State and Federal funding remaining and available to fund project work, any invoice for reimbursement involving applicable funds that is not received by the Department's Local Programs Accounting Office at least 45 days prior to the applicable fixed fund Reversion Date will not be paid. These unexpended funds will be irrevocably reverted by the Department's Division of Accounting on the applicable fund Reversion Date.

G. As a condition for receiving federal-aid highway funds for the PROJECT, the Administering Agency certifies that NO members of the elected board, council, or other key decision makers are on the Federal Government Exclusion List. Exclusions can be found at www.sam.gov.

H. STATE and ADMINISTERING AGENCY agree that any additional funds which are made available for any new phase(s) of work by future Federal obligations will be encumbered on this PROJECT by use of a Federal Highway Administration-approved "Authorization to Proceed" (E-76) STATE Finance Letter. ADMINISTERING AGENCY agrees that Federal funds available for reimbursement will be limited to the amounts obligated by the Federal Highway Administration.



REPORT TO THE CITY COUNCIL

Council Meeting of July 14, 2015

Agenda Section:	<u>New Business</u>
SUBJECT:	Approval to Submit CalOES Transit Project and Authorizing City Designee(s)
Prepared By:	<u>Ellen Moy, Transportation Planner</u>
Authorized By:	<u>Marty Piepenbrok, Community Relations Manager</u>
Approved By:	<u>Brian Haddix, City Administrator</u>

RECOMMENDATION:

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

HISTORY / BACKGROUND:

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

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

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

FINANCIAL IMPACT:

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

ATTACHMENTS:

Resolution

Authorized Agent Form

Grant Assurances Form

SPECIAL INSTRUCTIONS:

Email signed forms and resolution to Ellen Moy.

COUNCIL RESOLUTION # -15

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHOWCHILLA AUTHORIZING CITY DESIGNEE(S) TO MAKE APPLICATION FOR AND TO SIGN APPROPRIATE DOCUMENTATION FOR GOVERNOR'S OFFICE OF EMERGENCY SERVICES GRANT PROGRAMS, PROJECTS OR GRANTS

WHEREAS, the Highway Safety, Traffic Reduction, Air Quality, and Port Security Bond Act of 2006 authorizes the issuance of general obligation bonds for specified purposes, including, but not limited to, funding made available for capital projects that provide increased protection against security and safety threats, and for capital expenditures to increase the capacity of transit operators to develop disaster response transportation systems; and

WHEREAS, the California Office of Emergency Services (Cal OES) administers such funds deposited in the Transit System Safety, Security, and Disaster Response Account under the California Transit Security Grant Program (CTSGP); and

WHEREAS, the City of Chowchilla is eligible to receive CTSGP funds; and

WHEREAS, the City of Chowchilla will apply for FY14-15 CTSGP funds in an amount up to \$9,115 for Transit Security Enhancements to increase the security and safety of City transit services in compliance with the Highway Safety, Traffic Reduction, Air Quality, and Port Security Bond Act of 2006; and

WHEREAS, the City of Chowchilla recognizes that it is responsible for compliance with all Cal OES CTSGP grant assurances, and state and federal laws, including, but not limited to, laws governing the use of bond funds; and

WHEREAS, Cal OES requires the City of Chowchilla to complete and submit a Governing Body Resolution for the purposes of identifying agent(s) authorized to act on behalf of the City of Chowchilla to execute actions necessary to obtain CTSGP funds from Cal OES and ensure continued compliance with Cal OES CTSGP assurances, and state and federal laws.

NOW THEREFORE, BE IT RESOLVED by the Council of the City of Chowchilla that the City Administrator is hereby authorized to execute for and on behalf of the City of Chowchilla, a public entity established under the laws of the State of California, any actions necessary for the purpose of obtaining financial assistance provided by the Cal OES under the CTSGP.

* * *

PASSED AND ADOPTED by the City Council of the City of Chowchilla this 14th day of July 2015 by the following vote to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

John Chavez, Mayor

ATTEST:

Joann McClendon
Interim City Clerk

CITY OF CHOWCHILLA

AUTHORIZED AGENT

AS THE MAYOR

OF THE CITY OF CHOWCHILLA

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

CITY ADMINISTRATOR _____, OR

CITY CLERK _____, OR

Signed and approved this _____ day of _____, 2015

Mayor, City of Chowchilla (Signature)

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

Name of Applicant: CITY OF CHOWCHILLA

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

Address: 130 S. SECOND STREET

City: CHOWCHILLA State: CA Zip Code: 93610

Telephone Number: (559) 665-8615

E-Mail Address: bhaddix@cityofchowchilla.org

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

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

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

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

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

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

31. The Applicant and its principals:

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

within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default; and where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

- 32. Will comply with the audit requirements set forth in the Office of Management and Budget (OMB) Circular A-133, "Audit of States, Local Governments and Non-Profit Organizations."
- 33. Agrees that the noncompliance with these assurances, Cal OES CTSGP-CTAF Program guidelines, and applicable laws, may be taken into consideration by Cal OES when considering future allocation applications from Applicant.
- 34. Understands that failure to comply with any of the above assurances may result in suspension, reduction, or termination of grant funds.

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

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

Signature of Authorized Agent: _____

Printed Name of Authorized Agent: BRIAN HADDIX

Title: CITY ADMINISTRATOR Date: _____



REPORT TO THE CITY COUNCIL

Council Meeting of July 14, 2015

Agenda Section:	<u>New Business</u>
SUBJECT:	Authorization to Issue Request for Proposals for Engineering Services
Prepared By:	<u>Craig Locke, City Engineer/Public Works Director</u>
Approved By:	<u>Brian Haddix, City Administrator</u>

RECOMMENDATION:

Staff recommends that City Council to approve advertisement for the Request for Proposals for On Call Engineering Services, and authorize the City Administrator to execute all documents on behalf of City Council.

HISTORY / BACKGROUND:

City of Chowchilla Engineer 1 and Engineer Intern positions have recently become vacant. Although staff can be replaced, it is extremely unlikely that all of the skills necessary to support the Engineering Department's current projects and management goals can be found in a single individual.

- The Engineering Department is very busy. Current Projects include:
- Design oversight for the Robertson Blvd. and 11th Street
- Design oversight for the Veterans Park Amphitheater
- Design oversight for the Berenda Reservoir improvements project
- Construction management for Phase 1 of the Water Meter Installation Project
- Corporate yard demolition, abatement and improvements
- Implementation of a fixed network water meter reading system
- Installing Supervisory Control and Data Acquisition (SCADA) for the water system
- Installation of an additional water supply well, pressure zones and water storage tank
- Airport planning and runway improvements
- Supporting economic development downtown
- Sewer Treatment Plant Upgrades
- Storm Drain Lift pump replacement
- Capital Improvement Plan Development(the basis for updated Development Fee Study)
- Global Information System (GIS) based Infrastructure Asset Management Plans
- CDBG Improvements to the Senior Center
- Regulatory Requirements from a variety of State and Federal Agencies
- Participation in Regional Water Management
- Participation in Local Groundwater Management groups
- Participation in the Regional Transportation Planning Agencies
- Planning and regulating developments like Rancho Calera and Legacy Ranch
- Civil plan check for all development

And last but not least, providing top notch customer service to the citizens of Chowchilla on a variety of issues.

Not all projects can be completed in this fiscal year, but the ability to conveniently draw upon the diverse skills available within a Consulting Engineering firm will allow for steady progress on a broad front while targeting resources on the most pressing projects.

The execution of a contract with the selected Engineering firm will be subject to the outcome of a meet and confer process with the bargaining group representing the Engineer 1 position.

FINANCIAL IMPACT:

The salary and benefit budgets for the vacant positions will provide a significant portion of the general costs. Project related costs will be allocated to the appropriate enterprise fund where possible. With increased support, existing staff can more effectively pursue recently available grant funding to further offset project costs.

ATTACHMENTS:

Resolution
RFP Document

COUNCIL RESOLUTION # -15

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHOWCHILLA
AUTHORIZING THE CITY ADMINISTRATOR TO ISSUE REQUEST FOR
PROPOSALS FOR ENGINEERING SERVICES**

WHEREAS, the City of Chowchilla Engineer 1 and Engineer Intern positions have recently become vacant; and

WHEREAS, the Engineering Department current project list cannot be reasonably accommodated with existing staff; and

WHEREAS, the current project list requires a variety of specialized skills not found in a single individual; and

WHEREAS, to utilize these specialized skills a consultant must be selected and prices negotiated for 'on call' basis services; and

WHEREAS, this resolution, if approved, will authorize the City Administrator to issue a Request for Proposals of Consultants for these on call services.

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. The City Administrator is hereby authorized to sign and advertise the attached Request for Proposals.
3. This resolution is effective immediately upon adoption.

PASSED AND ADOPTED by the City Council of the City of Chowchilla this 14th day of July 2015 by the following vote to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

John Chavez, Mayor

ATTEST:

Joann McClendon
Interim City Clerk

CITY OF CHOWCHILLA CALIFORNIA



REQUEST FOR PROPOSALS

CITY ENGINEERING SERVICES

DATE ISSUED: July 15, 2015

PROPOSALS DUE: August 18, 2015

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

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

REQUEST FOR PROPOSALS

CITY ENGINEERING SERVICES

SECTION I – GENERAL INFORMATION

I-1. Request for Proposals

The City of Chowchilla is requesting proposals from qualified civil engineering firms to provide City Engineer support services to the City. Assisting the City Engineer, the firm will be expected to play a proactive role in helping the City Council and City Staff make appropriate decisions regarding City infrastructure. The selected firm will be expected to provide a wide range of engineering services.

A pre-submittal meeting will be offered at 10:00 on Tuesday July 28 2015 where City staff will be available to answer questions from firms intending to submit proposals. Proposals will be due by **4:00 P.M. on August 18, 2015**. To be considered, three (3) copies of a proposal must be delivered to the City Clerk at 130 S. Second Street, Chowchilla, CA 93610. The City reserves the right to reject any or all proposals submitted.

During the evaluation process, the City of Chowchilla reserves the right, where it may serve the City's best interest, to request additional information or clarification from proposers, or to allow corrections of errors or omissions. At the discretion of the City of Chowchilla, firms submitting proposals may be requested to make oral presentations as part of the evaluation process.

The City reserves the right to retain all proposals submitted and to use any idea(s) included in a proposal regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the firm of the conditions contained in the request for proposals, unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the City of Chowchilla and the firm selected.

It is anticipated the selection of a firm will be completed by **August 28, 2015**. Following the notification of the selected firm, a contract will be negotiated and prepared for review and approval by the City Council at its **September 8, 2015** meeting. The City reserves the right to reject any or all proposals, to waive any non-material irregularities or information in any proposal, and to accept or reject any items or combination of items.

I-2. Tentative Project Milestones

RFP Issued	July 15, 2015
Pre Submittal Meeting	July 28, 2015
Proposals Due	August 18, 2015
Contract Award	September 8, 2015

I-3. Official Contacts

Questions regarding the scope of services must be directed to:

City Engineer/Director of Public Works
Craig Locke PE

REQUEST FOR PROPOSALS

CITY ENGINEERING SERVICES

(559)665-8615, ext 300
E-mail: clocke@ci.chowchilla.ca.us

I-4. Proposal Due Date

Three (3) print copies of the proposal must be delivered to the City Clerk's Office, City of Chowchilla, 130 S. Second Street, Chowchilla, CA 93610, no later than August 18, 2015 at 4:00pm local time. Facsimile or electronically transmitted proposals **will not** be accepted. Late proposals will be kept by the City, but not considered for award. Proposals must be sealed and clearly addressed and marked with the RFP title.

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

I-5. Plan Holders List

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

I-6. Addenda

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

I-7. Irregularities

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

I-8. Incurred Costs

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

I-9 Equal Opportunity Policy for Contractors

The City of Chowchilla requires all proposers to comply with the City's equal opportunity practices that all programs, services, employment opportunities, and volunteer positions and

REQUEST FOR PROPOSALS

CITY ENGINEERING SERVICES

contracts are open to all persons without regard to race, religion, color, national origin, sex, age, marital status, handicap, or political affiliation.

I-10. City Business License

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

SECTION II – PROPOSAL FORM AND CONTENT

II-1 Proposal Submittal

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

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

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

II-2 Proposal Form and Content

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

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

Include a clear identification of the material by section and by page number.
- C. Executive Summary

REQUEST FOR PROPOSALS

CITY ENGINEERING SERVICES

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

D. Statement of Understanding

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

E. Project Team and Proposals

This portion should include the name of the person who will be responsible for the management and administration of engineering services with the City with a resume of that person's experience and qualifications, the names and resumes of the assigned staff and sub- contractors, relevant technical experience and the availability of the staff for the services. After selection of a firm by the City, no substitution of key staff or sub-contractors may occur without the written approval of the City.

1. A list of related projects should be included with the name of the contact person and the telephone number for which the firm as recently or currently provides services under the scope of work.
2. Scope of Work: The firm shall describe the proposed work by task, including any tasks to be performed by sub-contractors.

F. Compensation

The proposal must include a detailed compensation proposal for services. Describe how the firm intends to provide engineering services an hourly rate. Define what type(s) of work considered to be extra or specialized work that would be billed in addition to basic services. State the hourly rates for the designated associates for general work and specialized services. Define the type and unit rates for reimbursement for expenses such as mileage, reproduction of documents, faxed documents and word processing charges. The Firm shall indicate the minimum increment of time billed for each service including phone calls, correspondence and personal conferences.

G. Similar Project Examples and References

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

H. Additional Information

REQUEST FOR PROPOSALS

CITY ENGINEERING SERVICES

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

SECTION III – BACKGROUND & SCOPE OF WORK

III-1. City Description

The City of Chowchilla is located in Madera County, approximately 15 miles south of the City of Merced and services an area of about 7.6 square miles with a population of about 18,720. The City's fiscal year begins on July 1 and ends on June 30.

The City of Chowchilla was incorporated in 1923 as a general law city which operates under the council/administrator form of government. The City operates and maintains the roadways, water, sewer, airport, and storm drainage systems. The City also provides police and fire services.

The City of Chowchilla General Fund operating budget in FY 2015-2016 is approximately \$6 million and the budget for all funds combined (including debt service) is approximately \$21 million.

III-2. General Conditions

The City of Chowchilla shall not be liable for any pre-contractual expenses incurred by the any contractor, nor shall any firm include such expenses as part to the proposed cost. Pre-contractual expenses include any expense incurred by a proposal and negotiation any terms with the City.

The City reserves the right to withdraw this RFP at any time without prior notice and to reject any and all proposals submitted without indicating any reasons. Any award of contract for services shall be made to the firm best qualified and responsive in the opinion of the City.

Proposals may, at the City's option, be rejected if they contain any alterations, additions, conditional or alternatives, are incomplete, or contain erasures or irregularities of any kind. The City reserves the right to reject any and all proposals. The City expressly reserves the right to postpone submittal opening for its convenience and to reject any and all submittals responding to this RFP.

The selected firm must agree to indemnify, hold harmless and defend the city, its officers, agents and assigns from any liability or loss resulting from suits, claims, or actions brought against the City which result directly or indirectly from the wrongful or negligent actions of the consultant in the performance of the contract.

REQUEST FOR PROPOSALS

CITY ENGINEERING SERVICES

The selected firm will be required to comply with all existing State and Federal labor laws including the applicable to equal opportunity employment provisions.

The City reserves the right to negotiate special requirements and proposed service levels using the selected proposal as a basis. Compensation for services will be negotiated with the selected firm.

All responses to this RFP shall become the property of the City of Chowchilla and will be retained or disposed of accordingly.

No amendments, additions or alternates shall be accepted after the submission date and time.

All documents, records, designs and specifications developed by the selected firm in the course of providing services for the City of Chowchilla shall be the property of the City. Anything considered to be proprietary should be so designated by the firm.

Acceptance by the City of any proposal submitted pursuant to this RFP shall not constitute any implied intent to enter into a contract for services.

The City reserves the right to issue a written notice to all participating firms of any change in the proposal submission schedule should the City determine, in its sole discretion, that such changes are necessary.

III-3. Scope of Services

A General and Project Management

Assists the City Staff.

Capable of managing any aspect of civil engineering, plan checking, development conditioning and capital project management for the City.

Capable of reviewing all matters pertaining to engineering to insure that undertakings proposed and implemented by the City and others are done in a manner that protects the City's interests, and are in keeping with City goals, specifications and practices as well as with local, state and federal laws.

Assist in planning, coordinating, supervising and evaluating programs, plans, services, equipment and infrastructure.

Assist in developing a GIS data base of City assets and GIS based asset management plans.

When requested can develop and recommend policies and procedures for effective operation of the City consistent with City policies and relevant laws, rules and regulations and ensures Councils actions are implemented.

Assists in the evaluation the City's needs and formulation short and long range plans to meet needs in all areas of Public Works improvements, including streets, water, sewer,

REQUEST FOR PROPOSALS

CITY ENGINEERING SERVICES

storm drainage, street lights, parks and facilities.

Capable of providing engineering services on City projects and overseeing project management for the construction of municipal public works projects.

Reviews land use applications and construction plans for private developments for consistency with City adopted engineering specifications, City policies and relevant laws, rules and regulations and ensures council actions are implemented.

Working with the Public Works Director to ensure that costs and fees are charged back to development projects; monitor charges and revenues associated with development projects.

Available to support presentations to the public, City Council and commissions.

Available to assist with the engineering functions of City government pertaining to public and private developers.

Maintain and deliver all engineering records, studies and maps for all projects where employed by City (in PDF and source file formats – dwg, doc etc).

Prepare reports, investigations, studies and evaluations as, from time to time, may be required and directed by the City Engineer.

Perform other engineering related functions as directed by the City Engineer.

Potentially serve as Resident Engineer when required pursuant to Caltrans/Federal requirements.

Assist in the preparation or oversee preparation of capital improvement projects, improvement plans, specifications, bid documents and public improvement project management.

Solicit proposals for capital improvement project design work.

Provide construction observation and management during the course of City projects. Act as Resident Engineer. Assist with inspection, approval of payments, cost estimating, filing of notices and other related tasks.

Coordinates activities with other departments and outside agencies to obtain various approvals and agreements such as environmental clearances, permits, land acquisitions and rights-of-way for assigned engineering projects.

Support land acquisition, disposition, easements, agreements, leases and other assorted property rights as it relates to engineering projects.

B Development Review Function

Review proposed improvements and land developments and provide recommendations as to engineering matters to insure conformance with City ordinances and State law.

Assist the City Engineer in performing statutory functions pertaining to the review and checking of lot line adjustments, parcel and tract maps, including tentative, final and vesting maps. Ensure map conformance with State Subdivision Map Act and City ordinances.

REQUEST FOR PROPOSALS

CITY ENGINEERING SERVICES

Provide a "turn around" checking time for maps and improvement plans generally not to exceed two weeks for the first plan check and the application has been determined complete. The Engineer shall be responsible for notifying the applicant in writing of any final plan or final map deficiencies with (30) days, specifying those items needed to complete the application.

Establish performance, labor and material bond amounts when required and insure the posting of such bonds with the proper time sequence of such development control.

Assist the City Engineer in providing necessary and related functions for the control of private development.

C Federally Funded Capital Projects Engineering Services

City is required as a recipient of federal funds utilizing contract engineering services to solicit and contract for those services in three year increment.

Design including CEQA and NEPA compliance, construction review/inspection and federal aid administration services required to complete the federally funded projects during this three (3) year period in conformance with requirements and subject to State and Federal regulations and law.

Secure all necessary permits including CEQA and NEPA compliance, surveying, testing, preparation of plans and specifications, description of construction phasing plan, estimate of probable construction costs, preparation of bid documents, review of construction contract bids, recommendation for award, construction inspection and review and construction administration.

All services shall be in accordance with Caltrans standards, FHWA standards, and the City's standards.

The selected firm must comply with California Government Code Section 8355 in matters relating to providing a drug-free work place.

The Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31 et. Seq., are the governing factors regarding allowable elements of cost.

The Agreement will include the administrative requirements set for in 49 CFR Part 18, Uniform Administrative Requirement for Grants and Cooperative Agreements to State and Local Governments.

Comply with CFR Title 49, Part 29, Debarment and Suspension Certificate, refer to Exhibit 12- E "Debarment and Suspension Certificate" in Chapter 12 of the Caltrans Local Assistance Manual.

REQUEST FOR PROPOSALS

CITY ENGINEERING SERVICES

III-4. Selection Procedure

The City intends to retain the engineering services of the individual or firm evaluated to be the best qualified to perform the work for the City, cost and other factors considered. The City shall screen all applications and the top candidates may be selected for interviews. Proposals will be screened by a minimum of three (3) senior City staff members. Staff will determine the individuals or firms selected for interview. The interviews will be potentially scheduled the week of September 8 - 11, 2015.

In review the proposals the City will carefully weigh the following:

- The firm's approach to and understanding of the Scope of Work
- The firm's experience with similar contracts and clients
- The experience and qualifications of the proposed staff in providing similar services.
- The firm's demonstrated ability to deliver work on time and within budget
- The extent of involvement by key personnel
- The extent to which previous clients have found the firm's services acceptable
- Previous City experience with the proposing firm, if any.
- Communication skills.
- Cost of Services
- Other qualifications/criteria as deemed appropriate.

The city will require the individual or engineering firm selected to maintain general liability, automobile, workers' compensations, and errors and omissions insurance. The selected firm or individual will also be required to maintain a City of Chowchilla business license. The contract will contain provisions requiring the selected firm to indemnify the City and provide that the Consultant is an independent contractor serving at the will of the City. Other required provisions will include the City Council's right to terminate the agreement, at its sole discretion, upon the provision of notice.



REPORT TO THE CITY COUNCIL

Council Meeting of July 14, 2015

Agenda Section:	<u>New Business</u>
SUBJECT:	Authorization to Apply for State Water Board Emergency Funds for Supervisory Control and Data Acquisition (SCADA) funding
Prepared By:	<u>Craig Locke, City Engineer/Public Works Director</u>
Authorized By:	<u>Craig Locke, City Engineer/Public Works Director</u>
Approved By:	<u>Brian Haddix, City Administrator</u>

RECOMMENDATION:

Staff recommends that City Council authorize the City Administrator to pursue State funding for SCADA technology to more efficiently manage the City’s drinking water distribution system.

HISTORY / BACKGROUND:

SCADA technology is a system of sensors and feedback controls that help automate processes. SCADA is the industry standard control system in everything from infrastructure to industrial processes. The feedback systems that SCADA provides allows, for example, chlorine pump to vary its output to correspond to the output of a well, or for a well to vary its output to keep City water pressure constant. Sensors provide real time measurements of energy usage, pressure, chlorine residual and depth of water in a well among other system properties.

The City’s water is supplied by seven wells. Only the City’s newest well is equipped with industry standard sensors and logic systems. Since it is not connected to other wells (which lack these features) there is no network balance across the system. The control systems on older wells are extremely rudimentary while one of Chowchilla’s three main wells, although equipped with a Programmable Logic Controller (PLC) has become so unreliable that despite thousands of dollars spent attempting to repair it, the City has spent thousands of dollars in staff overtime to manually reset the system after hours.

When this well trips off, City water pressure has fallen from standard 60 psi to as low as 28 psi. The State requires that residents boil all drinking water if pressure falls to 20 psi. Due to the archaic controls on the supporting wells, even replacing the PLC on this well is not enough to guarantee the integrity of the system, but SCADA applied throughout the system will allow all the wells to function as a team instead of individually.

After conversations with the State, staff believes that this constitutes an emergency and makes the City eligible for State funds and expedited application review. Two vendors that design and install these systems have performed facility visits in advance of preparing proposals. Based on conversations with them, staff has developed an unofficial estimate for a complete SCADA system (and associated well repairs and deferred maintenance) to be close to \$250,000.

The application will have to be evaluated before the State can make a determination of what funding sources are available, but funding alternatives discussed range from total grant funding to 80% grant and 20% no or low interest loans. Additionally the project scope may be adjusted to fit the available funding.

The advantages to the City of a complete SCADA system are increased water system reliability and greater efficiency. Centralized control will allow staff to utilize the most energy efficient wells, and to balance which wells are used to better manage the aquifer and allow recharge to reduce the distance pump have to lift water into the system.

FINANCIAL IMPACT:

The ultimate financial impact remains uncertain. Based on general discussions, the worst case presented would be a \$50,000 low interest loan to be repaid by the water enterprise fund.

ATTACHMENTS:

Resolution

COUNCIL RESOLUTION # -15

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHOWCHILLA TO AUTHORIZE THE CITY ADMINISTRATOR TO APPLY TO THE STATE WATER BOARD FOR EMERGENCY FUNDS TO PURCHASE AND INSTALL A SUPERVISORY CONTROL AND DATA ACQUISITION SYSTEM

WHEREAS, On March 27, 2015 the Governor signed a \$1 Billion Emergency Drought Legislation package including Assembly Bills 91 and 92 taking effect immediately; and

WHEREAS, On May 19, 2015 the State Water Resources Control Board approved guidelines for \$19 Million in funding to help public agencies meet emergency drinking water needs; and

WHEREAS, To distribute funds as quickly and efficiently as possible the State Water Board has coordinated with Regional Water Quality Control Boards to identify communities in need of financial assistance to maintain a safe drinking water supply; and

WHEREAS, The Governor's new guidelines were designed to help streamline those communities with the most immediate need and get them funds as quickly as possible to secure their drinking water supplies; and

WHEREAS, The City of Chowchilla's Water Department potentially meets the criteria to become the beneficiary of these State funds on behalf of the City; and

WHEREAS, the City of Chowchilla is seeking City Council authorization to apply for State Water Board Emergency funds for Supervisory Control and Data Acquisition (SCADA) funding; and

WHEREAS, If approved this resolution will apply for emergency funding to more efficiently manage the City's drinking water distribution system.

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. The Council authorizes the City Administrator to apply for State Water Board Emergency funds for Supervisory control and Data Acquisition funding.
3. City Council further authorizes the City Administrator to execute all documents necessary to complete this application.
4. This resolution is effective immediately upon adoption.

* * * * *

PASSED AND ADOPTED by the City Council of the City of Chowchilla this 14th day of July 2015 by the following vote to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

John Chavez, Mayor

ATTEST:

Joann McClendon
Interim City Clerk



REPORT TO THE CITY COUNCIL

Council Meeting of July 14, 2015

Agenda Section:	<u>New Business</u>
SUBJECT:	Consideration of a Resolution Authorizing the Acceptance of funding from the Community Corrections Partnership
Prepared By:	<u>David Riviere, Interim Chief of Police</u>
Approved By:	<u>Brian Haddix, City Administrator</u>

RECOMMENDATION:
Approve the resolution.

HISTORY / BACKGROUND:

Statewide changes implemented under Assembly Bill 109 (AB109) have led to an increased demand and burden on local law enforcement, corrections departments and community rehabilitation resources. This demand is due to the transfer of responsibility for overseeing numerous felony offenders to the counties under this legislation. The demand for this increased service is to be dealt with through each county's Community Corrections Partnership (CCP), which were established under this legislation.

The City recognizes the importance of cooperation with the ongoing countywide efforts of both task forces and the Probation Department in appropriate monitoring, intervention and enforcement related to those individuals who are resident in our communities as a result of AB109.

This demand is in addition to the pre-existing service demands for the adequate monitoring of probationers, active gang members and parolees. Staff's preference would be to have at least one member of the Police Department assigned to the Madera Police Department's Special Investigations Unit (SIU) to assist with these activities.

Although the Chowchilla Police Department is a founding member of both The Madera Narcotics Enforcement Team and the Madera Gang Enforcement Team (MADNET and MADGET). Fiscal restraints prevented the Department from assigning an officer to either task force for several years. Uniformed patrol members of the Police Department have assisted both task forces and Probation Department employees on a regular basis with any operations in or near the City when our assistance was needed or requested.

Prior CCP funding allowed the City to have one sworn officer assigned to the MADNET task force. However, due to fiscal restraints and staffing levels the Chowchilla Police Department was never able to assign an officer to that CCP funded position.

The Madera Police Department has recently started a Special Investigations Unit which is a multi-agency unit responsible for investigating gang and drug cases as well as other crimes that require a higher level of investigation and time not afforded to a normal patrol officer. We have had two officers assigned to this unit and believe we received a greater benefit from it than the

MADNET and MADGET task forces. The SIU was more responsive to the Chowchilla Police Department's needs.

Recently I requested additional funding and permission from the CCP Executive Committee to authorize funding for one or two officers not to exceed One Hundred and Fifty-Seven Thousand Three Hundred Dollars (\$157,300.00) and the ability to choose where the officer(s) are assigned, either MADNET or SIU.

This resource(s) would be responsible for working with MADNET Task Force and / or SIU, Probation, other outside agencies and the Police Department in creating a coordinated response to county wide crime concerns created by the implementation of AB109. Having an officer assigned to the task force(s) to assist with these activities, rather than diverting resources from patrol would allow the police department to better serve the community. This position(s) would work from the existing task force location in Madera with the rest of the task force members.

FINANCIAL IMPACT:

Approval of this request would allow Chowchilla Police Department (CPD) to assign an officer to county-wide CCP-related enforcement duties on a daily basis. The officer would be primarily assigned to CCP activities. However it would provide an additional resource to the Police Department that does not currently exist. If approved by Council, this request would provide funding in an amount not to exceed \$157,300.00 from the CCP to fund the personnel and overtime costs of this position for 1 year.

Staff has spoken with the CCP Executive Board and based on their current anticipated budget they will have budgeted funds available to continue funding this position in the 2015-2016 budget year.

If Council approves acceptance of this funding, the City will need to perform police officer recruitment, as well as provide safety equipment and a vehicle for the officer assigned to the CCP operations. The Police Department has the majority of the required safety equipment in stock including the necessary firearms and has a serviceable used vehicle(s) that can be assigned to this position (s).

We anticipate that the total out-of-pocket cost to the City would not exceed \$6,000, including the recruitment costs.

SUPPLEMENT ATTACHED:

Resolution and the Memorandum of Understanding (MOU).

SPECIAL INSTRUCTIONS:

None

COUNCIL RESOLUTION # -15

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHOWCHILLA AUTHORIZING THE ACCEPTANCE OF FUNDING FROM THE COMMUNITY CORRECTIONS PARTNERSHIP TO FUND THE HIRING OF AN ADDITIONAL POLICE OFFICER

WHEREAS, Assembly Bill 109 created realignment obligations for local government agencies and established the formation of Community Corrections Partnership entities (CCP) that provide for the coordination of city and county law enforcement activities; and

WHEREAS, under the provisions of AB 109, funds have been allocated to the Madera County CCP for use in addressing these new law enforcement obligations; and

WHEREAS, the governing body of the Madera County CCP has allocated funding to the City of Chowchilla for the purpose of hiring an additional police officer(s) who will be assigned to assist with county-wide CCP-related enforcement duties; and

WHEREAS, the Chowchilla City Council wishes to accept the funding provided by the Madera County CCP not to exceed \$157,300.00 and to initiate the hiring of a police officer to allow for adequate staffing of this new position.

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. The grant of funds from the Madera County CCP is hereby accepted for purposes of hiring an additional police officer.
3. This resolution is effective immediately upon adoption.

PASSED AND ADOPTED by the City Council of the City of Chowchilla this 14th day of July 2015 by the following vote to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

John Chavez, Mayor

ATTEST:

Joann McClendon
Interim City Clerk

MADERA COUNTY CONTRACT NO. _____
(Memorandum of Understanding with City of Chowchilla–
Community Corrections Partnership Police Officer Funding; 2015-2016)

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is entered into this _____ day of _____, 2015, by and between the COUNTY OF MADERA, a political subdivision of the State of California (hereinafter “COUNTY”), and the CITY OF CHOWCHILLA, a California municipal corporation (hereinafter “CITY”).

RECITALS

A. COUNTY is recipient of certain funding for administration of the Community Corrections Partnership program in Madera County, in conjunction with Assembly Bill 109, State prison realignment.

B. CITY is a participant in the Madera Narcotics Enforcement Taskforce (“MADNET”) and the Madera Gang Enforcement Taskforce (“MADGET”) programs, for narcotics and gang-related, respectively, law enforcement activities in Madera County.

C. COUNTY and CITY previously entered into Madera County Contract No. 10018-C-2013 providing funding of one (1) full-time sworn police officer for assignment to MADNET or MADGET for fiscal year 2013-2014, and subsequent years.

D. The Community Corrections Partnership Executive Committee has authorized funding of one (1), or two (2), full-time sworn police officers for assignment to multi-agency task forces for fiscal year 2015-2016, and subsequent years.

E. The parties wish to terminate Contract No. 10018-C-2013, and to provide funding for one, or two, sworn police officers to be assigned to either MADNET or to the Madera Police Department Special Investigations Unit (also, “SIU”), or such other multi-agency task force as deemed appropriate by CITY’s Chief of Police, whom shall have discretion to assign the officer(s).

AGREEMENT

1. **SCOPE.** COUNTY, by this MOU, authorizes expenditure of Community Corrections Partnership funds for Fiscal Year 2015-2016 in an amount not to exceed One Hundred Fifty-Seven Thousand Three Hundred Dollars (\$157,300.00). Such funds shall be paid quarterly to CITY for purposes of funding one (1), or two (2), sworn police officer for assignment to multi-agency task forces for fiscal year 2015-2016, and subsequent years. Payment shall be made at the end of each quarter for services provided during that quarter upon acceptance and approval of CITY's invoice to COUNTY detailing those services. Invoices shall be delivered or mailed to COUNTY at its address for notices in Paragraph 11 of this Agreement. This funding is intended to be inclusive of all of CITY's costs of employment of such police officers, including, but not limited to: hiring, training, wages and benefits.

2. **TERM.** The term of this MOU shall commence July 1, 2015, and shall be in effect through June 30, 2016. Thereafter, this MOU shall renew for successive periods of one year without further action of the parties unless either party provides notice to the other of its intent to terminate the MOU at least sixty (60) days prior to the expiration of the then-current term. Notwithstanding the foregoing, the parties acknowledge that funding for the police officer position contemplated by this MOU is dependent upon continued AB109 funding, which funding may be changed by the Legislature. In the event of such funding change, this MOU may be terminated by COUNTY upon sixty (60) days' notice.

3. **COUNTY'S RESPONSIBILITIES.** COUNTY shall have no role in hiring, training, supervising, or equipping such police officer as CITY may employ pursuant to

this MOU. COUNTY's responsibilities shall be limited to only disbursement of funds as described in Section 1, above.

4. **CITY'S RESPONSIBILITIES**. CITY shall be solely responsible for hiring, training, supervising, or equipping police officers employed pursuant to this MOU. CITY shall be solely responsible for payment of all costs of employment of such police officer, including, but not limited to: hiring, training, wages, benefits, and equipment.

5. **NO RIGHT TO COUNTY STATUS OR BENEFITS**. The parties agree that police officers hired utilizing funding under this MOU shall have no right to status of COUNTY employee, or to receive COUNTY compensation or benefits.

6. **CITY INDEMNIFICATION**. CITY shall hold harmless, defend and indemnify COUNTY, its agents, officers and employees from and against any liability, claims, actions, costs, damages or losses of any kind, including death or injury to any person and/or damage to property, which any third party or entity asserts to have arisen out of the acts or omissions of CITY or its agents, officers, employees or volunteers under this MOU. This indemnification specifically includes any claims that may be made against COUNTY by any taxing authority asserting that an employer-employee relationship exists by reason of this MOU. This indemnification obligation shall continue beyond the term of this MOU as to any acts or omissions occurring during the term of this MOU or any extension of this MOU.

7. **LIABILITY INSURANCE**. CITY shall maintain, at its own expense throughout the term of this MOU, Commercial General Liability insurance with minimum coverage of not less than One Million Dollars per occurrence (\$1,000,000.00) / Two Million Dollars (\$2,000,000.00) aggregate, or the equivalent of self-insurance, covering its acts or omissions pursuant to this MOU and the indemnity provisions of this MOU.

COUNTY and its officers, employees and agents shall be listed as additional insureds. CITY will provide COUNTY with evidence of such insurance coverage upon execution of this MOU.

8. **ENTIRE AGREEMENT.** This MOU represents the entire agreement between CITY and COUNTY as to its subject matter and no other oral or written understanding shall be of any force or effect. No part of this MOU may be modified without the written consent of both parties.

9. **FURTHER ASSURANCES.** Each party agrees to execute any additional documents and to perform any further acts that may be reasonably required to affect the purposes of this MOU.

10. **GOVERNING LAW AND VENUE.** This MOU shall be governed by and interpreted under the laws of the State of California. Venue for all disputes arising under this MOU shall be in the Madera County Superior Court.

11. **NOTICE.** Written notice, whenever required by this MOU, shall be effective either upon personal service or deposit in the mail, postage prepaid, addressed to the following:

COUNTY

Rick Dupree, Chief
Madera County Probation Dept.
28261 Avenue 14
Madera, CA 93638

CITY

Dave Riviere, Chief
Chowchilla Police Department
122 Trinity Avenue
Chowchilla, CA 93610

With copy to

Tanna G. Boyd, Chief Clerk
Madera County Board of Supervisors
200 West 4th Street
Madera, CA 93638

///

12. **PRIOR AGREEMENT.** Upon execution and implementation of this Agreement, Madera County Contract No. 10018-C-2013 shall be superseded by this Agreement.

* * * * *

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

COUNTY OF MADERA

CITY OF CHOWCHILLA

Chairman, Board of Supervisors

Mayor

ATTEST:

ATTEST:

Clerk, Board of Supervisors

City Clerk

Approved as to Legal Form:
COUNTY COUNSEL

Approved as to Legal form:
CITY ATTORNEY

By: *J. Gerecke*

By: _____

ACCOUNT NUMBER(S):



REPORT TO THE CITY COUNCIL

Council Meeting of July 14, 2015

Agenda Section:	<u>New Business</u>
SUBJECT:	Approving Central Valley Employment Relations Consortium Agreement with Liebert Cassidy Whitmore
Prepared By:	<u>Joann McClendon, Interim City Clerk</u>
Approved By:	<u>Brian Haddix, City Administrator</u>

RECOMMENDATION

That the Chowchilla City Council approve a Resolution approving an agreement with Liebert Cassidy Whitmore in connection with the Central Valley Employment Relations Consortium (Consortium).

HISTORY / BACKGROUND

The City of Chowchilla has participated in the Consortium in the past, renewing membership annually. The Consortium is a combination of local agencies such as Clovis, Hanford, Kerman and Corcoran among others, combined for the purpose of securing quality employment relations training, consultation and informational services on a very economical basis.

Training workshops are conducted by their attorneys, provided at or near one of the local member agencies with reference material for all attendees. Monthly newsletters are provided, and members are entitled to complimentary telephone consultation with attorneys in both of their offices in matter relating to employment and labor law questions. Other than what is provided under the consortium agreement, additional attorney services can be utilized at an hourly rate.

The consortium differs from the Employment Risk Management Authority (ERMA) contract with the City's current Risk Management Authority (CSJVRMA) in that the consortium provides additional training sessions and unlimited phone and email consultations.

FINANCIAL ANALYSIS

Consortium membership fees are based on the agency's number of full time employees. The City falls under Rate 1 (for agencies with less than 100 full time employees) at a rate of \$1,450 for basic membership, \$1,855 for basic membership plus basic Liebert Library Subscription, and \$2,345.50 for basic membership with premium Liebert Library subscription.

Basic Liebert Library subscription provides acer to over 200 sample forms, policies and checklists that can be used as templates.

Premium Liebert Library subscription additionally provides unlimited access to Liebert Cassidy Whitmore workbooks in digital format. Membership paid after August 1, 2015 includes a \$100 late fee.

ATTACHMENTS

- Resolution
- Agreement for Special Services

COUNCIL RESOLUTION # -15

A RESOLUTION OF THE CITY OF CHOWCHILLA, CALIFORNIA, APPROVING AN AGREEMENT FOR SPECIAL SERVICES WITH LIEBERT CASSIDY WHITMORE FOR CENTRAL VALLEY EMPLOYMENT RELATIONS CONSORTIUM SERVICES AT THE RECOMMENDED LEVEL IN THE AMOUNT OF \$2,345.50

WHEREAS, the City of Chowchilla is part of a multi-agency risk management authority, the San Joaquin Valley Risk Management Authority (RMA); and

WHEREAS, as part of the RMA, employee risk management services are provided to its members, including the City of Chowchilla; and

WHEREAS, the City of Chowchilla desires to participate in a consortium group in the Central Valley for local training tailored to the needs of the consortium; and

WHEREAS, the consortium differs from the Employment Risk Management Authority (ERMA) contract with the RMA in that the consortium provides additional training and resources; and

WHEREAS, the City of Chowchilla has a need to secure expert training and consulting services to assist in its relations and negotiations with its employee associations; and

WHEREAS, the consortium will provide additional training to managers, supervisors and employees and will reduce training fees and travel costs due to the consortium's participating agencies local venues.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Chowchilla hereby approves the consortium agreement with Liebert Cassidy Whitmore at the recommended level in the amount of \$2,345.50.

PASSED AND ADOPTED by the City Council of the City of Chowchilla this 14th day of July 2015 by the following vote to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

John Chavez, Mayor

ATTEST:

Joann McClendon
Interim City Clerk

AGREEMENT FOR SPECIAL SERVICES

This Agreement is entered into between the City of Chowchilla, A Municipal Corporation, hereinafter referred to as "Agency," and the law firm of LIEBERT CASSIDY WHITMORE, A Professional Corporation, hereinafter referred to as "Attorney."

WHEREAS Agency has the need to secure expert training and consulting services to assist Agency in its relations and negotiations with its employee organizations; and

WHEREAS Agency has determined that no less than thirty-nine (39) public agencies in the Central Valley area have the same need and have agreed to enter into identical agreements with Attorney; and

WHEREAS Attorney is specially experienced and qualified to perform the special services desired by the Agency and is willing to perform such services;

NOW, THEREFORE, Agency and Attorney agree as follows:

Attorney's Services:

During the year beginning July 1, 2015, Attorney will provide the following services to Agency (and the other aforesaid public agencies):

1. Five (5) days of group training workshops covering such employment relations subjects as management rights and obligations, negotiation strategies, employment discrimination and affirmative action, employment relations from the perspective of elected officials, performance evaluation (administering evaluations), grievance and discipline administration for supervisors and managers, planning for and responding to concerted job actions, current court, administrative and legislative developments in personnel administration and employment relations, etc., with the specific subjects covered and lengths of individual workshop presentations to be determined by Agency and the other said local agencies.

It is expressly understood that the material used during these presentations, including written handouts and projected power points are provided solely for the contracted workshops. This agreement warrants there will be no future use of Liebert Cassidy Whitmore material in other trainings or formats without the expressed written permission of Liebert Cassidy Whitmore. Any such use will constitute a violation of this agreement and copyright provisions.

2. Availability of Attorney for Agency to consult by telephone.
3. Providing of a monthly newsletter covering employment relations developments.

Fee:

Attorney will provide these special services to Agency for a fee of One Thousand Four Hundred Fifty Dollars (\$1,450.00) payable in one payment prior to August 1, 2015. The fee, if paid after August 1, 2015 will be \$1,550.00.

Said fee will cover Attorney's time in providing said training and consultative services and the development and printing of written materials provided to attendees at the training programs.

Additional Services:

Attorney shall, as and when requested by Agency, make itself available to Agency to provide representational, litigation, and other employment relations services. The Agency will be billed for the actual time such representation services are rendered, including reasonable travel time, plus any necessary costs and expenses authorized by the Agency.

The range of hourly rates for Attorney time is from One Hundred Ninety to Three Hundred Twenty-Five Dollars (\$190.00 - \$325.00) per hour for attorney staff and from Seventy-Five to One Hundred Fifty Dollars (\$75.00 - \$150.00) per hour for services provided by paraprofessional and litigation support staff. Attorneys, paraprofessional and litigation support staff bill their time in minimum units of one-tenth of an hour. Attorney reviews its hourly rates in an annual basis and if appropriate, adjusts them effective July 1.

Independent Contractor:

It is understood and agreed that Attorney is and shall remain an independent contractor under this Agreement.

Term:

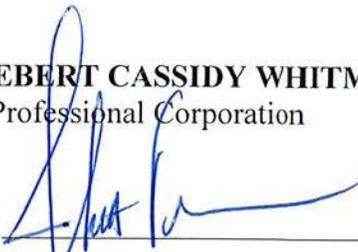
The term of this Agreement is twelve (12) months commencing July 1, 2015. The term may be extended for additional periods of time by the written consent of the parties.

Condition Precedent:

It is understood and agreed that the parties' aforesaid rights and obligations are contingent on no less than thirty-nine (39) local agency employers entering into a substantially identical Agreement with Attorney on or about July 1, 2015.

Dated: 6/5/14

LIEBERT CASSIDY WHITMORE
A Professional Corporation

By  _____

Dated: _____

CITY OF CHOWCHILLA
A Municipal Corporation

By _____

INVOICE

June 3, 2015

Nanci Lima, MMC
City Clerk
City of Chowchilla
130 South Second Street
Chowchilla, CA 93610

(CH001-10000)
INVOICE NUMBER: 1404416

CENTRAL VALLEY EMPLOYMENT RELATIONS CONSORTIUM

Membership: 07/01/15 through 06/30/16

Please make your check out for one of the following amounts:

ERC Membership	\$1,450.00	<input type="checkbox"/>
ERC Membership w/ Basic Liebert Library Subscription (optional) <i>Basic Subscription provides access to over 200 sample forms, policies and checklists that can be used as templates.</i>	\$1,855.00	<input type="checkbox"/>
ERC Membership w/ Premium Liebert Library Subscription (optional) <i>Premium Subscription provides unlimited access to LCW workbooks in digital format, as well as over 200 sample forms, policies and checklists that can be used as templates.</i>	\$2,345.50	<input type="checkbox"/>

Note: Please send us a copy of this invoice along with your payment.

For more information on the many benefits of Liebert Library, please visit www.liebertlibrary.com, call Vladimir Power at 310.981.2011 and see the attached ad.

*If ERC Membership paid after August 1, 2015 amount due is \$1,550.00
(Includes \$100.00 late fee)*



REPORT TO THE CITY COUNCIL

Council Meeting of July 14, 2015

Agenda Section:	<u>New Business</u>
SUBJECT:	Consideration of a Claim Submitted by Ameriprise Auto & Home Insurance, on Behalf of Joseph Roman
Prepared By:	<u>Joann McClendon, Interim City Clerk</u>
Approved By:	<u>Brian Haddix, City Administrator</u>

RECOMMENDATION

That the Chowchilla City Council affirms the acceptance of the claim filed against the City of Chowchilla on June 16, 2015 by Ameriprise Auto & Home Insurance, on behalf of Joseph Roman.

HISTORY / BACKGROUND

On June 15, 2015 a fellow City employee backed a city vehicle into the claimant's parked personal vehicle at the Corporation Yard, causing damage to Mr. Roman's vehicle.

Ameriprise timely filed a claim against the City seeking a total of \$2,167.56 in property damages; \$1,667.53 for subrogation to Ameriprise and \$500.00 for Joseph Roman's deductible. Ameriprise has paid the property damage claim of their insured.

Should the city provide the recommended authority, Acclamation Insurance Management Services (AIMS) claims adjuster would ask Ameriprise and Joseph Roman to sign Property Damage Release forms in exchange for payments in the requested claim amounts.



REPORT TO THE CITY COUNCIL

Council Meeting of July 14, 2015

Agenda Section: New Business

SUBJECT: **Consideration of a Resolution Designating Those Officers Having the Authority to Approve Transactions, including Deposits and Withdrawals, to Tri Counties Accounts on Behalf of the City**

Prepared By: Sherri Dueker, Accounting Manager

Approved By: Brian Haddix, City Administrator

RECOMMENDATION

Adopt the resolution.

HISTORY / BACKGROUND

The City of Chowchilla maintains various accounts at Tri Counties bank for the purpose of managing the city's cash flow. As part of the controls over these accounts, staff must keep the list of authorized signors current. Over the past few months a number of staffing changes have taken place that have created the need to update this list. Staff is seeking the City Council's approval to designate the individuals shown in the attached resolution as authorized signors on the Tri Counties bank accounts. Each banking transaction requires two signatures to approve.

FINANCIAL IMPACT

This item has no cost impact.

ATTACHMENTS

Resolution

SPECIAL INSTRUCTIONS

Submit the required signature cards and certified copy of the resolution to Tri Counties bank.

COUNCIL RESOLUTION # -15

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHOWCHILLA DESIGNATING THOSE OFFICERS HAVING THE AUTHORITY TO APPROVE TRANSACTIONS, INCLUDING DEPOSITS AND WITHDRAWALS, TO TRI COUNTIES ACCOUNTS ON BEHALF OF THE CITY

WHEREAS, the City Council of the City of Chowchilla does hereby find that the maintenance of one or more bank accounts with a local financial institution is required as part of the city's business activities; and

WHEREAS, the care and custody of the city's financial resources must be maintained by a limited number of authorized individuals designated by the City Council; and

WHEREAS, one or more of the individuals who were previously authorized to approve transactions on the city's behalf are no longer available to do so and other staff members have been retained to perform these functions.

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

1. The above recitals are true and correct.
2. The following City of Chowchilla officers and their successors in office shall be authorized to approve transactions with regard to the accounts held in the city's name at Tri Counties.
3. This resolution is effective immediately upon adoption.

Brian Haddix
City Administrator

Rod Pruett
Finance Director

(signature)

(signature)

Sherri Dueker
Accounting Manager

(signature)

PASSED AND ADOPTED by the City Council of the City of Chowchilla at a regular meeting held on the 14th day of July 2015 by the following vote to wit:

AYES:

NOES:

ABSTAINS:

ABSENT:

APPROVED:

John Chavez
Mayor

ATTEST:

Joann McClendon
Interim City Clerk



REPORT TO THE CITY COUNCIL

Council Meeting of July 14, 2015

Agenda Section: New Business

SUBJECT: **Consideration of a Resolution Authorizing the Investment of Monies in the Local Agency Investment Fund and Designating Officers with the Authority to Make Deposits and Withdrawals**

Prepared By: Sherry Dueker, Accounting Manager

Approved By: Brian Haddix, City Administrator

RECOMMENDATION

Adopt the resolution.

HISTORY / BACKGROUND

The City of Chowchilla maintains a money fund account with the State's Local Agency Investment Fund (LAIF). The security policies of the LAIF require that a resolution approving new authorized signors capable of making withdrawals and deposits from the account shall be submitted whenever changes to the previous list of authorized signors occurs. With the changes in staffing that has occurred in the past year, it is necessary to update the list of authorized signors at this time

FINANCIAL IMPACT

This item has no cost impact.

ATTACHMENTS

Resolution

SPECIAL INSTRUCTIONS

Submit a certified copy of the resolution to LAIF.

COUNCIL RESOLUTION # -15

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHOWCHILLA AUTHORIZING THE INVESTMENT OF MONIES IN THE LOCAL AGENCY INVESTMENT FUND AND DESIGNATING OFFICERS WITH THE AUTHORITY TO MAKE DEPOSITS AND WITHDRAWALS

WHEREAS, Pursuant to Chapter 730 of the statutes of 1976 Section 16429.1 was added to the California Government Code to create a Local Agency Investment Fund in the State Treasury for the deposit of money of a local agency for purposes of investment by the State Treasurer; and

WHEREAS, the City Council of the City of Chowchilla does hereby find that the deposit and withdrawal of money in the Local Agency Investment Fund in accordance with the provisions of Section 16429.1 of the Government Code for the purpose of investment as stated therein is in the best interests of the City of Chowchilla; and

WHEREAS, the list of authorized signors must be updated to reflect those positions that are currently designated to authorize withdrawals, deposits and transactions within this account.

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

1. The above recitals are true and correct.
2. The deposit and withdrawal of City of Chowchilla monies in the Local Agency Investment Fund in the state treasury in accordance with the provisions of Section 16429.1 of the Government Code for the purpose of investment as stated therein and verification by the State Treasurer's Office of all banking information provided in that regard is hereby approved.
3. The following City of Chowchilla officers and their successors in office shall be authorized to order the deposit or withdrawal of monies in the Local Agency Investment Fund to and from other accounts of the City of Chowchilla.
4. The below named officers are authorized to execute all documents related to the Local Agency Investment Fund account.
5. This resolution is effective immediately upon adoption.

Brian Haddix
City Administrator

Rod Pruett
Finance Director

(signature)

(signature)

Sherri Dueker
Accounting Manager

(signature)

PASSED AND ADOPTED by the City Council of the City of Chowchilla at a regular meeting held on the 14th day of July 2015 by the following vote to wit:

AYES:

NOES:

ABSTAINS:

ABSENT:

APPROVED:

John Chavez
Mayor

ATTEST:

Joann McClendon
Interim City Clerk



REPORT TO THE CITY COUNCIL/SUCCESSOR AGENCY

Council/Successor Agency Meeting of July 14, 2015

Agenda Section:	<u>New Business</u>
SUBJECT:	Consideration of a Resolution Designating Those Officers Having the Authority to Approve Transactions, including Deposits and Withdrawals, to Tri Counties Accounts on Behalf of the Successor Agency of the Chowchilla Redevelopment Agency
Prepared By:	<u>Sherri Dueker, Accounting Manager</u>
Approved By:	<u>Brian Haddix, City Administrator</u>

RECOMMENDATION

Adopt the resolution.

HISTORY / BACKGROUND

New legislation adopted in the wake of ABx1 26 required the segregation of monies that are received and held by the Successor Agency to avoid their being comingled with monies held by the City of Chowchilla. Staff is seeking the City Council's approval to designate the individuals shown in the attached resolution as authorized signors on the Tri Counties bank accounts. Each banking transaction requires two signatures to approve.

FINANCIAL IMPACT

This item has no cost impact

ATTACHMENTS

Resolution

SPECIAL INSTRUCTIONS

Forward the resolution to Tri Counties along with the required authorization forms to update current account(s).

SUCCESSOR AGENCY RESOLUTION # -15

**A RESOLUTION OF THE SUCCESSOR AGENCY OF THE CITY OF CHOWCHILLA
DESIGNATING THOSE OFFICERS HAVING THE AUTHORITY TO APPROVE
TRANSACTIONS, INCLUDING DEPOSITS AND WITHDRAWALS, TO TRI COUNTIES
BANK ACCOUNTS FOR THE SUCCESSOR AGENCY OF THE CHOWCHILLA
REDEVELOPMENT AGENCY**

WHEREAS, the City of Chowchilla has been designated as the Successor Agency of the Chowchilla Redevelopment Agency, "Successor Agency"; and

WHEREAS, ABx1 26 requires the segregation of monies received and held by the Successor Agency from other monies held by the City of Chowchilla, thus requiring the opening of one or more bank accounts to accomplish this purpose on behalf of the Successor Agency; and

WHEREAS, the City of Chowchilla's Successor Agency utilizes Tri Counties bank as its banking institution and Tri Counties bank has the ability to provide the required bank accounts as needed; and

WHEREAS, one or more of the individuals who were previously authorized to approve transactions on the city's behalf are no longer available to do so and other staff members have been retained to perform these functions.

NOW, THEREFORE, BE IT RESOLVED, that the Successor Agency of the City of Chowchilla hereby finds, determines and declares as follows:

1. The above recitals are true and correct.
2. The following City of Chowchilla officers and their successors in office shall be authorized approve transactions with regard to the accounts held in the Successor Agency's name at Tri Counties bank.
3. This resolution is effective immediately upon adoption.

Brian Haddix
City Administrator

Rod Pruett
Finance Director

(signature)

(signature)

Sherri Dueker
Accounting Manager

(signature)

PASSED AND ADOPTED by the Successor Agency of the City of Chowchilla at a regular meeting held on the 14th day of July 2015 by the following vote to wit:

AYES:

NOES:

ABSTAINS:

ABSENT:

APPROVED:

John Chavez
Chair

ATTEST:

Joann McClendon
Board Clerk



REPORT TO THE CITY COUNCIL

Council Meeting of July 14, 2015

Agenda Section:	<u>New Business</u>
SUBJECT:	Master Agreement between the Madera County Transportation Commission (MCTC) and the City of Chowchilla for the Fiscal Year 2014/2015 allocation of RSTP Exchange Funding
Prepared By:	<u>Sherri Dueker, Accounting Manager</u>
Authorized By:	<u>Rod Pruett, Finance Director/Treasurer</u>
Approved By:	<u>Brian Haddix, City Administrator</u>

RECOMMENDATION:

To approve resolution and Master Agreement between MCTC and City of Chowchilla.

HISTORY / BACKGROUND:

Madera County Transportation Commission allocates Regional Surface Transportation Program funds annually to the City of Chowchilla. The City had the ability to draw down the entire allocation at the end of each fiscal year in previous years. Recently, the Department of Transportation (DOT) has changed the requirements in how these funds are distributed. The DOT now requires additional supporting documentation as well as confirmation of eligible or qualified expenditures. In accordance with new DOT requirements, the City will no longer be able to request a drawdown of the entire allocation at the end of each fiscal year, instead, the city will be required to request a drawdown of funding as expenditures occur and only for those expenditures incurred for that fiscal year that fall within the eligibility criteria.

FINANCIAL IMPACT:

None

ATTACHMENTS:

- Resolution
- Master Agreement

SPECIAL INSTRUCTIONS:

Forward approved Master Agreement to MCTC

COUNCIL RESOLUTION # -15

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHOWCHILLA,
APPROVING THE MASTER AGREEMENT BETWEEN THE MADERA COUNTY
TRANSPORTATION COMMISSION AND THE CITY OF CHOWCHILLA FOR THE
FISCAL YEAR 2014/15 ALLOCATION OF RSTP EXCHANGE FUNDING AND
AUTHORIZING CITY FINANCE DIRECTOR TO SIGN NECESSARY CLAIM FORMS
TO OBTAIN FUTURE FUNDING**

WHEREAS, the city received an annual allocation of Regional Surface Transportation Program (RSTP) funds in the 14/15 Fiscal Year from the Madera County Transportation Commission; and

WHEREAS, said allocations are available to fund qualified and eligible expenditures incurred within the Transit and Street Maintenance Activities of the city as reflected in Exhibit A to the attached Master Agreement; and

WHEREAS, to receive its annual allocation of RSTP funds, the City must agree to the terms presented in the attached Master Agreement and subsequently submit funding applications seeking reimbursement for the expenditure of funds on eligible projects.

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

1. The recitals above are true and correct.
2. The Master Agreement between Madera County Transportation Commission and the City of Chowchilla regarding the use of RSTP allocations for the 2014-15 fiscal year is hereby approved as shown in Attachment A, which is incorporated by reference herein.
3. The Finance Director is authorized to complete and sign future funding applications necessary to obtain reimbursement of funds expended on eligible projects.
4. This Resolution is effective immediately upon adoption.

PASSED AND ADOPTED by the City Council of the City of Chowchilla at a regular meeting held on the 14th day of July 2015, by the following vote to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

Mayor John Chavez

ATTEST:

Joann McClendon, Interim City Clerk

**MASTER AGREEMENT BETWEEN THE
MADERA COUNTY TRANSPORTATION COMMISSION
AND THE CITY OF CHOWCHILLA
FOR THE FISCAL YEAR 2014/15 ALLOCATION OF RSTP EXCHANGE FUNDING**

This agreement is made on _____ by and between the City of Chowchilla a public body, hereinafter referred to as “Recipient,” and the Madera County Transportation Commission, hereinafter referred to as “MCTC.”

WHEREAS, the MCTC is the state-designated Regional Transportation Planning Agency for Madera County; and

WHEREAS, as authorized by section 182.6(g) of the Streets and Highways Code, the MCTC has entered into a separate agreement with the State of California, through the Department of Transportation (Caltrans), to assign a defined portion of its annual Regional Surface Transportation Program (RSTP) apportionment to Caltrans in exchange for state funds for specified fiscal year(s); and

WHEREAS, the MCTC is authorized to use these exchanged funds (hereinafter RSTP Exchange Funds) to assist local agencies to promote projects which otherwise qualify for RSTP funds; and

WHEREAS, it is contemplated by MCTC and the Recipient that the amount of funding and the projects designated in Exhibit A may change from time to time as set forth below; and

WHEREAS, the MCTC has requested the Madera County Auditor-Controller to establish a separate fund for the Federal Apportionment Exchange Program and such a separate fund has been established.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, THE PARTIES HERETO AGREE AS FOLLOWS:

- A. The MCTC agrees to allocate RSTP Exchange Funds paid by Caltrans under the Federal Apportionment Exchange Program only for projects as authorized under sections 133(b) and 133 (c) of Title 23, United States Code and Article XIX of the California State Constitution.
 - B. The Recipient agrees to use RSTP Exchange Funds only for the RSTP Exchange eligible project(s) described in Exhibit A.
 - C. If it is determined that RSTP Exchange Funds were used for ineligible projects, the recipient agrees to reimburse funds back to MCTC.
1. ADMINISTRATIVE POLICIES
- A. The projects described in Exhibit A, and the amounts allocated therefore, may be amended from time to time without changing the rest of this Master Agreement.

- B. The Recipient agrees to submit A RSTP Monitoring report to MCTC every 6 months describing the progress towards completion for all projects listed in Exhibit A.
- C. The Recipient agrees to mention MCTC's role in funding the project in any press releases or media events held by the Recipient to promote a funded project.
- D. The MCTC agrees to reimburse the Recipient within 30 days of receipt of an accurately completed claim form from the Recipient.
- E. The Recipient agrees to cause the completion of the project(s) within three years from the date funds were approved, as recorded in Exhibit A. Failure to complete the project(s) in a timely basis shall allow MCTC to refuse reimbursement and to reprogram such funds for other purposes.

2. COST PRINCIPLES

- A. Recipient agrees to comply with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards.
- B. Recipient agrees to require its contractors and subcontractors to:
 - (a) use Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., to determine the allowability of individual project cost items; and
 - (b) comply with Federal administrative procedures in accordance with 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards.

3. THIRD PARTY CONTRACTING

- A. Recipient shall not award a construction contract over \$10,000 or other contracts over \$25,000 on the basis of a noncompetitive negotiation for work to be performed using Funds without the prior written approval of Caltrans. This provision shall not apply to professional service contracts of the type which are required to be procured in accordance with Government Code Sections 4525 (d), (e), and (f).
- B. Recipient agrees that travel and per diem reimbursements and third-party contract reimbursements to subcontractors will be allowable as project costs only after those costs are incurred and paid for by the subcontractors and only if consistent with Paragraph 6, below.

C. In addition to the above, the audit requirements of third party contractor/ consultants with Recipient shall be consistent with Local Assistance Procedures Manual as published by Caltrans.

4. ACCOUNTING SYSTEM

Recipient, its contractors and subcontractors, shall establish and maintain an accounting system and records that properly accumulate and segregate expenditures by line item. The accounting system of Recipient, its contractors and all subcontractors shall conform to Generally Accepted Accounting Principles (GAAP), enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment claims.

5. RIGHT TO AUDIT

For the purpose of verifying that funds paid hereunder are properly accounted for and proceeds are expended in accordance with the terms of this agreement, the Recipient, its contractors and subcontractors each agrees to grant Caltrans and/or the MCTC auditors access to the Recipient's books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including but not limited to, the costs of administering those various contracts. All documents shall be made available for inspection by authorized Caltrans or MCTC agents at any time during project development and for a four-year period from date of completion of project or one year after the audit is completed or waived by Caltrans, whichever is later.

6. TRAVEL AND SUBSISTENCE

Payments to contractors and subcontractors for travel and subsistence expenses of Recipient forces and/or its contractors or subcontractors, claimed for reimbursement or applied as local match credit, shall not exceed rates authorized to be paid exempt non-represented State employees under current State of California Department of Human Resources (CalHR) rules. If the rates invoiced are in excess of those authorized DPA rates, then Recipient is responsible for the cost difference and any overpayments shall be reimbursed to the MCTC on demand.

7. PROJECT COMPLETION

Recipient agrees to provide to the MCTC a short report summarizing total project costs and milestones, including before and after photos of the project, for each project within sixty (60) days of completion.

8. GOVERNING LAWS

This Agreement shall be construed and enforced according to the laws of the State of California, and the parties hereby agree that the County of Madera shall be the proper venue for any dispute arising hereunder.

9. CONFLICT OF INTEREST

Recipient warrants that it presently has no interest and shall not acquire any interest during the term of this Agreement, which would directly or indirectly conflict in any

manner or to any degree with its full and complete performance of all services under this Agreement.

10. CONSTRUCTION OF AGREEMENT

The parties agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any exhibit or amendment. To that end, it is understood and agreed that this Agreement has been arrived at through negotiation, and that neither party is to be deemed the party which prepared this Agreement within the meaning of Civil Code Section 1654. Section and paragraph headings appearing herein are for convenience only and shall not be used to interpret the terms of this Agreement.

11. WAIVER

Any waiver of any term or condition hereof must be in writing. No such waiver shall be construed as a waiver of any other term or condition herein.

12. SUCCESSORS AND ASSIGNS

This Agreement and all rights, privileges, duties and obligations hereunder, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns and heirs.

13. TIME IS OF THE ESSENCE

The parties mutually acknowledge and agree that time is of the essence with respect to every provision hereof in which time is an element. No extension of time for performance of any obligation or act shall be deemed an extension of time for performance of any other obligation or act, nor shall any such extension create a precedent for any further or future extension.

14. EXECUTION OF AGREEMENT

Any individual executing this Agreement on behalf of an entity represents and warrants that he or she has the requisite authority to enter into this Agreement on behalf of such entity and to bind the entity to the terms and conditions hereof. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

15. ENTIRE AGREEMENT

This document, including all exhibits hereto, constitutes the entire agreement between the parties, and supersedes any and all prior written or oral negotiations and representations between the parties concerning all matters relating to the subject of this Agreement.

16. TERMINATION DATE

This Agreement shall remain in effect for a period of three (3) years from the date of this Agreement.

17. AMENDMENTS

Any changes to Exhibit A of the Agreement requested by the Recipient shall be implemented by a written amendment to Agreement and approved by both parties.

///

IN WITNESS WHEREOF, MCTC and Recipient execute this Agreement as follows:

MADERA COUNTY TRANSPORTATION COMMISSION

Patricia Taylor
Executive Director

Date

Recipient:
City of Chowchilla

John Chavez, Mayor

Date



REPORT TO THE CITY COUNCIL

Council Meeting of July 14, 2015

Agenda Section:	<u>New Business</u>
SUBJECT:	Consideration of the Transit Agreement with the County of Madera
Prepared By:	<u>Ellen Moy, Transportation Planner</u>
Authorized By:	<u>D. Martin Piepenbrok, Community Relations Manager</u>
Approved By:	<u>Brian Haddix, City Administrator</u>

RECOMMENDATION:

Staff recommends approval of the FY2015/16 “Transit Agreement with the County of Madera” to allow staff to seek reimbursement of \$96,824 for CATX services within County areas during FY2015/16.

HISTORY / BACKGROUND:

The County of Madera annually enters into an agreement with the City to provide public transit services in unincorporated areas surrounding and near Chowchilla. This agreement establishes procedures for the County to reimburse the City for Chowchilla Area Transit Express/CATX services. CATX service was initiated in August 1995 and provides general public, demand-responsive transit services within a service area encompassing portions of the county, including Fairmead.

The County desires to continue CATX services to its residents in FY2015/16. An agreement consistent with last fiscal year has been prepared. Approval of this agreement will allow CATX to provide continuity of public transit services to nearby County residents.

FINANCIAL IMPACT

The agreement allows the County to reimburse the City for a specified percentage of operating and capital costs related to the operation of CATX service. For FY2015/16, the transit agreement specifies a reimbursement of \$90,098 for operating costs and \$6,726 for capital costs for a total of \$96,824. The final reimbursement amount will be claimed based on actual operating and capital costs. As specified in the Agreement, the County reimbursement to the City will be based on actual operating costs net of fares. Operating costs are calculated based on County revenue hours comprising 38% of total CATX revenue hours. The City will be reimbursed through the Madera County Transportation Commission claims process for County Local Transportation Funds and/or State Transit Assistance funds which includes review and approval by the County.

ATTACHMENTS

- Resolution
- Agreement

COUNCIL RESOLUTION # -15

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHOWCHILLA TO APPROVE THE
FY2015/16 TRANSIT AGREEMENT WITH THE COUNTY OF MADERA FOR CHOWCHILLA
AREA TRANSIT EXPRESS (CATX) TO PROVIDE SERVICE TO PORTIONS OF THE
COUNTY AROUND CHOWCHILLA**

WHEREAS, the Chowchilla Area Transit Express (CATX) service was initiated August 1995 and provides general public, demand-responsive transit services within the Chowchilla city limits; and

WHEREAS, CATX also provides general public, demand-responsive transit services outside the city limits to defined portions of Madera County surrounding Chowchilla, including Fairmead; and

WHEREAS, a transit agreement has been prepared that provides for the County of Madera to reimburse the City of Chowchilla for a specified percentage of operating and capital costs related to the operation of CATX service; and

WHEREAS, operating costs are calculated based on 38% Madera County revenue hours as a percent of total CATX revenue hours; and

WHEREAS, the County of Madera will reimburse the City of Chowchilla \$96,824 for FY2015/16 for actual operating and capital costs (subject to amendment if operating and capital costs exceed current budgeted projects);

NOW, THEREFORE, LET IT BE RESOLVED that the City Council of the City of Chowchilla hereby approves the FY2015/16 Transit Agreement with Madera County for CATX provided county transit services.

PASSED AND ADOPTED by the City Council of the City of Chowchilla this 14th day of July 2015 by the following vote to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

John Chavez, Mayor

ATTEST:

Joann McClendon
Interim City Clerk

CITY OF CHOWCHILLA

TRANSIT AGREEMENT WITH COUNTY OF MADERA

THIS AGREEMENT is made the ____ day of _____, 2015, by and between the CITY OF CHOWCHILLA, CALIFORNIA, a municipal corporation, hereinafter referred to as "CITY" and the COUNTY OF MADERA, a political subdivision of the State of California, hereinafter referred to as "COUNTY."

NOW, THEREFORE, in consideration of the covenants and agreements of each of the parties herein set forth, the parties hereto do agree as follows:

1. Purpose: CITY hereby agrees to provide general public, demand-responsive transportation services with the Chowchilla Area Transit Express/CATX system to unincorporated areas of Madera County within the specified CATX service area.

2. Service Area: The service area, as shown in Attachment "A," is generally bounded by Avenue 26 to the north and Avenue 20 to the south, and Road 13 to the west and Road 22 to the east. This area may be adjusted by mutual consent of CITY and COUNTY. Such an extension of services may require an adjustment of the COUNTY's financial obligation as referenced in Section 5 below.

3. Services Provided: CITY shall operate, manage, monitor, provide necessary financial services, and establish policies and procedures regarding the implementation of the CATX service. Demand-responsive service shall be provided to the general public Monday through Friday from 7:30 A.M. to 3:30 P.M., using wheelchair lift-equipped vehicles. No service is provided on the following holidays:

New Year's Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

CATX policies and procedures applied to operations in the referenced Attachment A service area are extended to the COUNTY.

4. Contract Period: This Agreement shall be for a one-year period, July 1, 2015 through June 30, 2016. The terms and conditions of this Agreement may be extended as agreed upon annually between CITY and COUNTY staff.

5. Financial Obligation: Compensation to CITY for service to COUNTY residents shall be based on a formula, as reflected in Attachment B. Operating costs include actual accounting/management services provided by CITY during an individual applicable fiscal year. For FY2015/16, COUNTY shall reimburse CITY a total of \$90,098 for operating costs and \$6,726 for capital costs. Further approval by the City Council and Board of Supervisors will be required during the contract period if there is more than a 15% increase in the agreed upon costs within the fiscal year, or if a significant change in the allocation of CATX resources has occurred. CITY may renegotiate an adjustment in the agreed upon COUNTY compensation formula during the fiscal year.

6. Federal Excise Tax: If eligible, CITY will make application for Federal Excise Gas Tax refund. If applicable, CITY will reimburse COUNTY an amount equal to the COUNTY's percentage of the State Gas Tax Refund.

7. County's Rights: Any significant change in service, fares, or similar operational concerns shall be discussed with the COUNTY in an attempt to reach a consensus prior to implementation of such.

8. Payment Schedule: COUNTY will reimburse CITY for CATX expenditures through claims prepared by CITY and submitted to the Madera County Transportation Commission (MCTC) for Transportation Development Act Funds.

9. Payment Procedures: CITY will be reimbursed for actual monthly DAR operating costs from COUNTY through the Madera County Transportation Commission (MCTC) Transportation Development Act (TDA) claims process. Each quarter, the CITY will be responsible for preparing a Local Transportation Fund (LTF) and/or State Transportation Assistance (STA) fund claim for the COUNTY's share of operating costs for submittal to the MCTC.

10. Insurance: CITY shall provide proof of insurance in the amount of not less than Three Million Dollars (\$3,000,000) to COUNTY's Risk Manager. Alternatively, CITY shall provide at its own expense, and maintain at all times during the term of this Agreement, general liability insurance in the amount of Three Million Dollars (\$3,000,000) with insurance companies licensed in the State of California and acceptable to COUNTY's Risk Manager. Such insurance policies shall name COUNTY, its officers, agents, employees and volunteers as additionally insured. Proof of insurance shall be provided to COUNTY in writing at the address of:

COUNTY OF MADERA
(Attention: Risk Manager)
200 West Fourth Street
Madera, CA 93637

11. Indemnification: CITY shall defend, hold harmless, and indemnify COUNTY and its officers, agents, and employees from all liabilities and claims for damages or injury to persons or property, including without limitation, all consequential damages, from any cause whatsoever arising from or connected with the operations or services of CITY hereunder resulting from the conduct, negligent, or otherwise, of CITY, its agents or employees.

12. Integration: This Agreement, together with Attachments A and B, represents the entire and integrated agreement between COUNTY and CITY and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by a subsequent written agreement signed by both parties. In the event of a conflict between this Agreement and any attachment(s) or exhibit(s) hereto, this Agreement shall be controlling.

13. Termination:

Right to Termination

A. Without Cause: COUNTY will have the right to terminate this Agreement without cause by giving thirty (30) days prior written notice of intention to terminate pursuant to this provision, specifying the date of termination. COUNTY will pay to the CITY the compensation earned for work performed by CITY and not previously paid for to the date of termination. COUNTY will not pay lost anticipated profits or other economic loss. The payment of such compensation is subject to the restrictions on payment of compensation otherwise provided in this AGREEMENT, and is conditioned upon receipt from CITY of any and all plans, specifications and estimates, and other documents prepared by CITY in accordance with this AGREEMENT. No sanctions will be imposed.

B. With Cause: This AGREEMENT may be terminated by either party should the other party:

- (1) Be adjudged as bankrupt, or
- (2) Become insolvent or have a receiver appointed, or
- (3) Make a general assignment for the benefit of creditors, or
- (4) Suffer any judgment which remains unsatisfied for thirty (30) days, and which would substantively impair the ability of the judgment debtor to perform under this AGREEMENT, or
- (5) Materially breach this AGREEMENT.

For any of the occurrences except item (5), termination may be effected upon written notice by the terminating party specifying the date of the termination. Upon a material breach, the AGREEMENT may be terminated following the failure of the defaulting party to remedy the breach to the satisfaction of the non-defaulting party within five (5) days of written notice specifying the breach. If the breach is not remedied within that five (5) day period, the non-defaulting party may terminate the AGREEMENT on further written notice specifying the date of termination. If the nature of the breach is such that it cannot be cured within a five (5) day period, the defaulting party may submit a written proposal within that period which sets forth a specific means to resolve the default. If the non-defaulting party consents to that proposal in writing, which consent shall not be unreasonably withheld, the defaulting party shall immediately embark on its plan to cure. If the default is not cured within the time agreed, the non-defaulting party may terminate upon written notice specifying the date of termination. COUNTY will pay to the CITY the compensation earned for work performed and not previously paid for to the date of termination. COUNTY will not pay lost anticipated

profits or other economic loss, nor will the COUNTY pay compensation or make reimbursement to cure a breach arising out of or resulting from such termination. If the expense of finishing the CITY'S scope of work exceeds the unpaid balance of the AGREEMENT, the CITY must pay the difference to the COUNTY. The payment of such compensation is subject to the restrictions on payment of compensation otherwise provided in this AGREEMENT, and is conditional upon receipt from the CITY of any and all plans, specifications and estimates, and other documents prepared by the CITY by the date of termination in accordance with this AGREEMENT. Sanctions taken will be possible rejection of future proposals based on specific causes on non performance.

C. Effects of Termination: Expiration or termination of this AGREEMENT shall not terminate any obligations to indemnify, to maintain and make available any records pertaining to the AGREEMENT, to cooperate with any audit, to be subject to offset, or to make any reports of pre-termination contract activities. Where CITY'S services have been terminated by the COUNTY, said termination will not affect any rights of the COUNTY to recover damages against the CITY.

D. Suspension of Performance: Independent of any right to terminate this AGREEMENT, the authorized representative of COUNTY for which CITY'S services are to be performed, may immediately suspend performance by CITY, in whole or in part, in response to health, safety or financial emergency, or a failure or refusal by CITY to comply with the provisions of this AGREEMENT, until such time as the cause for suspension is resolved, or a notice of termination becomes effective.

14. Compliance with Federal Laws and Regulations: This contract is financed in part with funding received under Section 5311 of the Federal Transit Act (Title 49 United States Code Section 5311). All services performed by CITY pursuant to this

AGREEMENT shall be performed in accordance and full compliance with all applicable federal laws and requirements including, but not limited to requiring the CITY to comply as follows:

a. **DRUG AND ALCOHOL TESTING**
(49 U.S.C. §5331, 49 CFR Part 655 and 49 CFR Part 40)

CITY shall agree to establish and implement a drug and alcohol testing program that complies with Title 49 United States Code ("U.S.C.") Section 5331 and Title 49 Code of Federal Regulations ("CFR") Parts 655 and 40, produce any documentation necessary to establish its compliance with Parts 655 and 40, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency of State of California, or COUNTY, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Parts 655 and 40 and review the testing process. CITY shall further agree to certify annually its compliance with Parts 655 and 40 on or before March 15 and to submit the Management Information System (MIS) reports on or before March 15 to the TCaT Transit Coordinator. To certify compliance, CITY shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the Federal Register.

b. **CHARTER BUS REQUIREMENTS**
(49 U.S.C. §5323(d), 49 CFR Part 604)

Charter Service Operations – CITY shall agree to comply with 49 U.S.C. Section 5323(d) and 49 CFR Part 604, which provides that recipients and subrecipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to

provide the service, except under one of the exceptions at 49 CFR Part 604.9. Any charter service provided under one of the exceptions must be "incidental" (i.e., it must not interfere with or detract from the provision of mass transportation).

c. **SCHOOL BUS REQUIREMENTS**
(49 U.S.C. 5323(F), 49 CFR Part 605)

School Bus Operations - Pursuant to 49 U.S.C. Section 5323(f) and 49 CFR Part 605, recipients and subrecipients of FTA assistance may not engage in school bus operations exclusively for the transportation of students and school personnel in competition with private school bus operators, unless qualified under specified exemptions. When operating exclusive school bus service under an allowable exemption, recipients and subrecipients may not use federally funded equipment, vehicles, or facilities.

d. **ENERGY CONSERVATION REQUIREMENTS**
(42 U.S.C. §6321 et seq., 49 CFR Part 18)

CITY shall agree to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

e. **CLEAN WATER REQUIREMENTS**
(33 U.S.C. §1251)

(1) CITY shall agree to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. Section 1251 et seq. CITY shall agree to report each violation to COUNTY and understands and agrees that COUNTY will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) CITY shall also agree to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

f. **LOBBYING**
(31 U.S.C. §1352, 49 CFR Part 20)

Byrd Anti-Lobbying Amendment, 31 U.S.C. Section 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 (codified at 2 U.S.C. Section 1601, et seq.) - Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR Part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. Section 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. Section 1352. Such disclosures are forwarded from tier to tier up to the recipient.

g. **FEDERAL CHANGES**
(49 CFR Part 18)

CITY shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Agreement (Form FTA MA (6) dated October, 1999) between COUNTY and FTA, as they may be amended or promulgated from time to time during the term of

this AGREEMENT. CITY's failure to so comply shall constitute a material breach of this AGREEMENT.

h. **CLEAN AIR**
(42 U.S.C. §7401 et seq, 40 CFR Part 15.61, 49 CFR Part 18)

(1) CITY shall agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. Section 7401 et seq. CITY shall agree to report each violation to COUNTY and understands and agrees that COUNTY will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) CITY shall also agree to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

i. **RECYCLED PRODUCTS**
(42 U.S.C. §6962, 40 CFR Part 247, Executive Order 12873)

Recovered Materials – CITY shall agree to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. §6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

j. **NO GOVERNMENT OBLIGATION TO THIRD PARTIES**
No Obligation by the Federal Government.

(1) COUNTY does and CITY shall acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying AGREEMENT, absent the express written consent by the Federal Government, the Federal Government is not a party to this AGREEMENT and shall not

be subject to any obligations or liabilities to the COUNTY, CITY, or any other party (whether or not a party to that AGREEMENT) pertaining to any matter resulting from this AGREEMENT.

(2) CITY shall agree to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

k. **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS**
(31 U.S.C. §§3801 et seq., 49 CFR Part 31, 18 U.S.C. §1001, 49 U.S.C. §5307)

(1) CITY shall agree that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. Section 3801 et seq. and United States Department of Transportation ("U.S. DOT") regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this AGREEMENT. CITY further shall agree that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on CITY to the extent the Federal Government deems appropriate.

(2) CITY also shall agree that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with this AGREEMENT that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. Section 5307, the Government reserves the right to impose the penalties of 18 U.S.C

Section 1001 and 49 U.S.C. Section 5307(n)(1) on CITY, to the extent the Federal Government deems appropriate.

(3) CITY shall agree to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

I. **PRIVACY ACT**
(5 U.S.C. §552)

Contracts Involving Federal Privacy Act Requirements - The following requirements shall apply to CITY and its employees that administer any system of records on behalf of the Federal Government under any contract:

(1) CITY shall agree to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. Section 552a. Among other things, CITY shall agree to obtain the express consent of the Federal Government before CITY or its employees operate a system of records on behalf of the Federal Government. CITY shall understand that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of this AGREEMENT.

(2) CITY shall also agree to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

///

///

- m. **CIVIL RIGHTS REQUIREMENTS**
(29 U.S.C. §623, 42 U.S.C. §2000, 42 U.S.C. §6102, 42 U.S.C. §§12112 and 12132, 49 U.S.C. §5332, 29 CFR Part 1630, 41 CFR Parts 60 et seq.)

The following requirements apply to this AGREEMENT:

(1) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. Section 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. Section 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. Section 12132, and Federal transit law at 49 U.S.C. Section 5332, CITY shall agree that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, CITY shall agree to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(2) Equal Employment Opportunity - The following equal employment opportunity requirements apply to this AGREEMENT:

(a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. Section 2000e, and Federal transit laws at 49 U.S.C. Section 5332, CITY shall agree to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Part 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," (42 U.S.C. Section 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the performance of this AGREEMENT.

CITY shall agree to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the CITY shall agree to comply with any implementing requirements FTA may issue.

(b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. Section 623 and Federal transit law at 49 U.S.C. Section 5332, CITY shall agree to refrain from discrimination against present and prospective employees for reason of age. In addition, CITY shall agree to comply with any implementing requirements FTA may issue.

(c) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. Section 12112, CITY shall agree that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, CITY shall agree to comply with any implementing requirements FTA may issue.

(3) CITY shall also agree to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

///

///

n. **TRANSIT EMPLOYEE PROTECTIVE AGREEMENTS**
(49 U.S.C. §§5310, 5311, and 5333, 29 CFR Part 215)

(1) CITY shall agree to comply with applicable transit employee protective requirements as follows:

(a) General Transit Employee Protective Requirements - To the extent that FTA determines that transit operations are involved, CITY shall agree to carry out the transit operations work on the underlying contract in compliance with terms and conditions determined by the U.S. Secretary of Labor to be fair and equitable to protect the interests of employees employed under this AGREEMENT and to meet the employee protective requirements of 49 U.S.C. Section 5333(b), and U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the letter of certification from the U.S. DOL to FTA applicable to the FTA Recipient's project from which Federal assistance is provided to support work on this AGREEMENT. CITY shall agree to carry out that work in compliance with the conditions stated in that U.S. DOL letter. However, the requirements of this subsection (1), do not apply to any contract financed with Federal assistance provided by FTA either for projects for elderly individuals and individuals with disabilities authorized by 49 U.S.C. §5310(a)(2), or for projects for non-urbanized areas authorized by 49 U.S.C. §5311. Alternate provisions for those projects are set forth in subsections (2) and (3c) of this clause.

(b) Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. §5310(a)(2) for Elderly Individuals and Individuals with Disabilities - If this AGREEMENT involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. Section (2), and if the U.S. Secretary of Transportation has determined or determines in the future that the employee protective

requirements of 49 U.S.C. Section 5333(b) are necessary or appropriate for the state and the public body subrecipient for which work is performed on this AGREEMENT, CITY shall agree to carry out the performance of this AGREEMENT in compliance with the terms and conditions determined by the U.S. Secretary of Labor to meet the requirements of 49 U.S.C. Section 5333(b), U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the U.S. DOL's letter of certification to FTA, the date of which is set forth Grant Agreement or Cooperative Agreement with the state. CITY shall agree to perform transit operations in connection with the underlying contract in compliance with the conditions stated in that U.S. DOL letter.

(c) Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. §5311 in Nonurbanized Areas - If the AGREEMENT involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. Section 5311, CITY shall agree to comply with the terms and conditions of the Special Warranty for the Nonurbanized Area Program agreed to by the U.S. Secretaries of Transportation and Labor, dated May 31, 1979, and the procedures implemented by U.S. DOL or any revision thereto.

(2) CITY shall also agree to include any applicable requirements in each subcontract involving transit operations financed in whole or in part with Federal assistance provided by FTA.

o. **DISADVANTAGED BUSINESS ENTERPRISES (DBE)**
(Program Availability Advisory)

(1) This AGREEMENT is subject to Title 49, Part 26 of the Code of Federal Regulations (49 CFR 26) entitled "Participation by Disadvantaged Business Enterprises

in Department of Transportation Financial Assistance Programs.” In order to ensure the California Department of Transportation (Caltrans) achieves its federally mandated statewide overall Disadvantaged Business Enterprise (DBE) goal, the COUNTY encourages the participation of DBE's, as defined in 49 CFR 26, in performance of AGREEMENTS financed in whole or in part with federal funds. The CITY shall not discriminate on the basis of race, color, natural origin, or sex in the performance of this contract.

(2) As required by federal law, Caltrans has established a statewide overall DBE goal. In order to ascertain whether that statewide overall DBE goal is being achieved, Caltrans is tracking DBE participation on all federally assisted contracts.

(3) The COUNTY advises that it has determined that DBE's could reasonably be expected to compete on this project and the likely DBE Availability Advisory Percentage is ten and one-half (10.5%) percent. The COUNTY also advises that participation of DBE's in the specified percentage is not a condition of award.

(4) The CITY has agreed to carry out applicable requirements of Title 49 CFR 26, in award and administration of federally assisted Agreements. The regulations in their entirety are incorporated herein and by reference.

(5) DBE and other small businesses, as defined in Title 49 CFR 26 are encouraged to participate in the performance of agreements financed in whole or in part with federal funds. The CITY or Subcontractor shall not discriminate on the basis of race, color, national origin, or sex in performance of this contract. The CITY shall carry out the applicable requirements of 49 CFR, Part 26 in the award and administration of U. S. Department of Transportation assisted contracts. Failure by the CITY to carry out

these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as recipient deems appropriate.

(6) Any subcontract entered into as a result of the Agreement shall contain all the provisions of this section.

p. **INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS**
(FTA Circular 4220.1E)

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding AGREEMENT provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1E, dated June 19, 2003, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this AGREEMENT. The CITY shall not perform any act, fail to perform any act, or refuse to comply with any COUNTY requests which would cause COUNTY to be in violation of the FTA terms and conditions.

q. **ACCESS TO RECORDS AND REPORTS**
(49 U.S.C. 5325, 49 CFR 18.36 (i), 49 CFR 633.17)

CITY shall agree to provide the COUNTY, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the CITY which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. CITY shall also agree, pursuant to 49 CFR 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to CITY'S records and construction sites pertaining to a major capital project, defined at 49 U.S.C.

5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. Section(s) 5307, 5309 or 5311.

The CITY shall agree to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The CITY shall agree to maintain all books, records, accounts and reports required under this contract for a period of not less than three (3) years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case CITY shall agree to maintain same until the COUNTY, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

r. **GOVERNMENT-WIDE DEBARMENT AND SUSPENSION**
(NONPROCUREMENT)

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the CITY shall be required to verify that none of the CITY, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945. The CITY shall be required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the County. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the County, the Federal

Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

///

///

///

///

///

///

///

///

///

///

///

///

///

///

///

///

///

///

///

ATTEST:

CITY OF CHOWCHILLA:

Clerk, City of Chowchilla

Mayor

APPROVED AS TO LEGAL FORM:

City Attorney

ATTEST:

COUNTY OF MADERA

County Clerk

Chair, Board of Supervisors

Approved as to Legal Form:
COUNTY COUNSEL

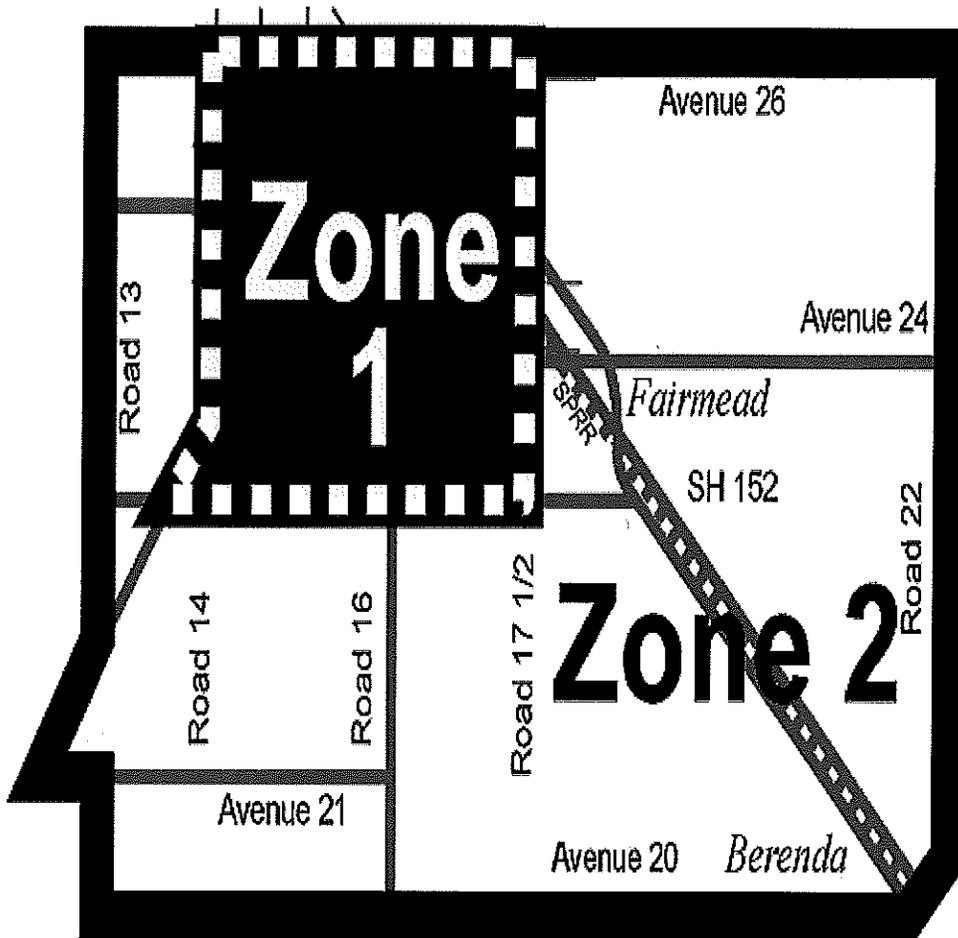
By 

ACCOUNT NUMBERS:

ATTACHMENT A

SERVICE AREA

Chowchilla Area Transit Express



ATTACHMENT B

TRANSIT AGREEMENT FY2015/16 FORMULA
BETWEEN THE CITY OF CHOWCHILLA
AND MADERA COUNTY

COMPENSATION FORMULA

The proposed FY2015/16 compensation formula is calculated as follows:

<u>Operating-Related Costs:</u>	
Projected Operating Budget (including fuel & mtn.)	\$287,101
County Share (Based on Rev Hours – 38%)	\$109,098
Less Prorated Farebox Credit	<u>-\$19,000</u>
	\$90,098
<u>Capital-Related Costs:</u>	
5339 CATX Bus (\$118,000 x 15% Local Match \$17,700)	\$6,726
Total County Compensation to City:	\$96,824

Note: County trips comprise approximately 38% of total CATX revenue hours, based on data reported by CATX during FY2004.

263000 13-14



REPORT TO THE CITY COUNCIL

Council Meeting of July 14, 2015

Agenda Section: New Business

SUBJECT: **Consideration of an Amendment with Merced Transportation to Extend the Transit Services Agreement on a Month-to-Month Basis**

Prepared By: D. Martin Piepenbrok, Community Relations Manager

Approved By: Brian Haddix, City Administrator

RECOMMENDATION:

Staff recommends approval to extend on a month-to-month basis the existing agreement with the Merced Transportation Company to provide transit services for the CATX and CATLinX systems for the City of Chowchilla to allow a continuation of existing services pending a transit system review.

HISTORY / BACKGROUND:

The City of Chowchilla entered into an agreement with Merced Transportation Company in October 2012. The agreement became effective November 5, 2012 and continued in full force through June 30, 2015. A provision in the agreement provides at the sole discretion of the City to extend the term of the agreement on a month-to-month basis up to a maximum of six months. The compensation rates in effect during the last monthly period of the full term of the agreement will continue through the length of the extension.

The current agreement does include optional terms wherein the City can exercise up to two 1-year extensions of the agreement, July 1, 2015 through June 30, 2016, and July 1, 2016 through June 30, 2017. Prior to requesting an approval of an extension, however, City management along with City Council wants to conduct a full review of all City transit system services. To ensure no lapses in current service levels, however, it is necessary to continue the agreement with Merced Transportation Company in the current form. Therefore, the month-to-month extension is the preferred option to employ at this time.

FINANCIAL IMPACT

With the month-to-month extension the compensation rates in effect during the last monthly period of the full term of the agreement, June 2015, will continue through the length of the extension. The City will not incur any additional costs beyond what is prescribed in the agreement.

ATTACHMENTS

Resolution

Letter of Amendment to the Agreement with Merced Transportation Company

COUNCIL RESOLUTION # -15

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHOWCHILLA TO APPROVE A MONTH-TO-MONTH EXTENSION OF THE EXISTING AGREEMENT WITH THE MERCED TRANSPORTATION COMPANY TO PROVIDE TRANSIT SERVICES THROUGH THE CATX AND CATLINX SYSTEMS

WHEREAS, the City of Chowchilla entered into an agreement with Merced Transportation Company in November 2012 to provide transit services for the CATX and CATLinX systems; and

WHEREAS, the agreement was in full force through June 30, 2015; and

WHEREAS, the agreement provides at the sole discretion of the City to extend the term of the agreement on a month-to-month basis at the same compensation structure of the last monthly period up to a maximum of six months; and

WHEREAS, it is the preference of both the City of Chowchilla and the Merced Transportation Company to continue to provide transit system services in Chowchilla; and

WHEREAS, the City of Chowchilla is currently conducting a review of existing transit system services, thereby necessitating a temporary and limited extension of the current agreement to not negatively affect services to the community;

NOW, THEREFORE, LET IT BE RESOLVED that the City Council of the City of Chowchilla hereby approves the Letter of Amendment to the Agreement with Merced Transportation Company to extend the existing agreement on a month-to-month basis at the same compensation structure in place in June 2015.

* * * *

PASSED AND ADOPTED by the City Council of the City of Chowchilla this 14th day of July 2015 by the following vote to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

John Chavez, Mayor

ATTEST:

Joann McClendon
Interim City Clerk

LETTER OF AMENDMENT TO AN AGREEMENT

This letter will serve as an amendment to the agreement between the City of Chowchilla and the Merced Transportation Company for the provision of transit services through the CATX and CATLinX transit systems. The original agreement became effective November 5, 2012 and continued in full force through June 30, 2015.

A provision in the agreement provides at the sole discretion of the City to extend the term of the agreement on a month-to-month basis up to a maximum of six months. The compensation rates in effect during the last monthly period of the full term of the agreement will continue through the length of the extension. All other terms of the original agreement shall remain in full force and effect.

After consultation, both the City of Chowchilla and the Merced Transportation Company agree to a month-to-month extension of the agreement.

In witness whereof both parties have caused this amendment to be executed on their behalf by their officers duly authorized.

CITY OF CHOWCHILLA ("CITY") ATTEST

John Chavez, Mayor

Joann McClendon, Interim City Clerk

MERCED TRANSPORTATION COMPANY

Curtis Riggs, President



REPORT TO THE CITY COUNCIL

Council Meeting of July 14, 2015

Agenda Section:	<u>New Business</u>
SUBJECT:	Consideration of Reinstating the Position of Community & Economic Development Director
Prepared By:	<u>Brian Haddix, City Administrator</u>
Approved By:	<u>Brian Haddix, City Administrator</u>

RECOMMENDATION

That the Chowchilla City Council provide direction to the City Administrator as to whether it would like the position of Director of Community and Economic Development reinstated.

HISTORY / BACKGROUND

On January 27, 2015, the Chowchilla City Council approved a resolution combining the Department of Public Works with the Community and Economic Development Department. This reorganization was designed to create a single position that would carry out the activities of the Community and Economic Development Director, as well as Director of Public Works/City Engineer. The action also eliminated the position of Assistant City Administrator and created an administrative analyst position.

While it appears that some other cities have adopted this model, there are challenges to implementing the model in the City of Chowchilla. These challenges distill down to two key areas: workload and commonality of expertise.

After evaluating the workload on City of Chowchilla Department Directors' desks, and the expected increase in workload as the City of Chowchilla ramps up its economic development efforts, there is concern that a single person may not be able to effectively give 100% effort to all positions. For example, in the area of Public Works, the City faces the challenges of maintaining adequate drinking water supply; expanding sewer capacity to service a growing city; finding cost effective techniques for maintaining and replacing roads, sidewalks, curbs and gutters; coordinating the numerous financing instruments for public works projects; fixing and replacing infrastructure; implementing a pavement management system; designing a capital improvement plan; looking after the needs of our buildings; and more. That leaves little time for Community and Economic Development.

As the City promotes its strategic advantages for business/job growth and expansion, the demands on the Community and Economic Development Department are expected to increase. This includes developing and implementing strategies and tactics focused on promoting business growth, attraction and retention. It is expected that the Community and Economic Development Director will work with interested parties, including industrial realtors, the Chamber of Commerce, Economic Development Corporations, site selectors, and other agencies to coordinate activities aimed at obtaining necessary zoning, utilities, building permits and other City services for new development projects. The Director will also research and prepare marketing materials, proposals, and studies promoting the City. This includes managing the developer selection process and negotiation of development agreements for commercial and industrial properties; develop leads and visit headquarters of industrial and business firms

contemplating relocation or expansion; attract increased capital investments to expand and diversify employment opportunities; and establish and maintain a public/private partnership for long-term economic change. Lastly, this person would be expected to oversee permit processing, planning, building plan checking and inspections, code enforcement, historic preservation, and development engineering.

FINANCIAL IMPACT:

This conversion back to the scenario that existed prior to the merged position means that the salary for the Director of Public Works/City Engineer and the salary for the Director of Community and Economic Development would also be at the original salary schedule. This means that the potential cost of this conversion would be approximately \$106,000. Initially, funding for this position will come from funds already budgeted. Specifically, it would come from the savings generated by holding vacant positions that are presently funded but unfilled. Funding for the next fiscal year for the Director of Community and Economic Developer position will be included as part of the budget development process with a review of alternative funding sources to reduce any impact to the General Fund. Going forward, it is expected that the activities of a Director of Community and Economic Developer will strengthened the City's economy, thereby growing its property and sales tax base.