



## AGENDA REGULAR MEETING

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

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

**August 11, 2015**

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

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

The City of Chowchilla complies with the Americans with Disabilities Act (ADA of 1990). The Council Chambers is accessible to the physically disabled. If you need special assistance, please call (559) 665-8615, ext. 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 – EXISTING LITIGATION

**Pursuant to paragraph (1) of subdivision (d) of Government Code Section 54956.9**

Number of Cases: 2

- City of Chowchilla v. County of Madera  
Madera County Superior Court Case Number MCV067610
- City of Chowchilla v. Heffington, et al.  
Madera County Superior Court Case Number MCV09368

**2. 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: 6

**3. PUBLIC EMPLOYEE EMPLOYMENT**

Title: Police Chief

**4. CONFERENCE WITH LABOR NEGOTIATORS**

**Gov. Code Section 54957.6**

City designated representative: David Ritchie

Negotiating Parties: The Chowchilla City Police Officers' Association

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 Recognizing Andrew Thomas for achieving the National Junior Racing Champion standing**

**1.2 CalTrans – Highway 99/233 Interchange**

**WORKSHOPS**

None.

**PUBLIC ADDRESS**

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

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

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

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

**COUNCIL AND STAFF REPORTS – Section 2**

- 2.1 COUNCIL REPORTS**  
Legislative Items  
Oral / Written Reports
- 2.2 COLLABORATIVE AGENCY COMMITTEE UPDATES**  
Oral / Written Reports
- 2.3 STAFF REPORTS**  
Written/Oral Reports

**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 July 14, 2015 Regular City Council Meeting Minutes (McClendon)**
- 3.2 Approval of General Payments and Payroll for the Month of July 2015 (Pruett)**
- 3.3 Support for SB 493 (Canella) Regarding City Council Elections (Haddix)**
- 3.4 Council Resolution # -15, In Support of Naming August 11 (8/11) as National Safe-Digging Day (Locke)**

**PUBLIC HEARINGS – Section 4**

None.

**DEFERRED BUSINESS – Section 5**

- 5.1 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)**

**NEW BUSINESS – Section 6**

- 6.1 Consideration of Budget Amendment for Fiscal Year 2014/2015 (Pruett)**
- 6.2 Consideration of Budget Amendment for Fiscal Year 2015/2016 (Pruett)**
- 6.3 Council Resolution # -15, Authorization to Extend the Landscape Maintenance Contract with Grover Landscape Services (Locke)**
- 6.4 Council Resolution # -15, Amending Council Policies and Procedures Relating to Procurement Directives for City Operations (Pruett)**
- 6.5 Consideration of Extension of Audit Services with Price Paige & Company for Fiscal Year End June 30, 2015 (Pruett)**
- 6.6 Authorization to Prepare and Release a Request for Proposals for Grant Seeking, Grant Writing & Lobbying Services (Pruett)**

- 6.7 Authorization to Prepare and Release a Request for Proposals for Broker of Record for Health Insurances (Pruett)
- 6.8 Authorization to Prepare and Release a Request for Proposals to Redesign the City of Chowchilla’s Website (Turner)
- 6.9 Council Resolution # -15, Re-Establishing the Position of Community and Economic Development Director (Haddix)
- 6.10 Council Resolution # -15, Authorizing a 50% Annual Rebate of the City’s Share of General Sales Taxes for the First Three Years of Operation to Businesses that Occupy Vacant Buildings in the City of Chowchilla between August 11, 2015 and December 31, 2016 (Haddix)
- 6.11 Council Resolution # -15, Authorizing the Temporary Waiver of all Building Permit Fees in the Downtown Business District (Haddix)
- 6.12 Council Resolution # -15, Authorization to Allocate City Staff to Install Replacement Flag Pole and Memorial Improvements at Veteran’s Memorial Park (Locke)
- 6.13 Council Resolution # -15, Consideration to Award O’Dell Engineering a Contract for Engineering Services for Robertson Blvd. & 11<sup>th</sup> Street Pedestrian Facility Improvements Project, State Funded Active Transportation Program (Locke)
- 6.14 Council Resolution # -15, Rescinding the Previous Agreement for Transfer of Entitlements with the City of Madera and Authorizing the Transfer of \$150,000 in Federal Aviation Administration Entitlement Grant Funds to the City of Palo Alto (Locke)

**ANNOUNCEMENTS – Section 7**

- Aug 13 CESD Opening Day Breakfast – Reagan Elementary School – 8:00 am
- Aug 14 Movie in the Park – Veterans Memorial Park – Dusk
- Aug 15 CUHS Football Red Solo Cup Fundraiser – Schnoor Park
- Aug 28 Movie in the Park – Veterans Memorial Park – Dusk
- Aug 29 FFA Alumni Fundraiser Dinner – Chowchilla Fairgrounds 6:00 pm

**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 August 11, 2015 at the Chowchilla Civic Center, 130 S Second Street on August 6, 2015 at 4:00 p.m.

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

[BACK TO AGENDA](#)

# *Certificate of Recognition*

PRESENTED TO

**ANDREW 'AJ' THOMAS**

**ACKNOWLEDGING YOUR ACHIEVEMENT AS THE  
2015 NHRA JUNIOR DRAG RACING LEAGUE  
WESTERN CONFERENCE FINALS JUNIOR COMP  
NATIONAL CHAMPION AND ESTABLISHING  
YOUR PLACE IN THE HISTORY OF CHOWCHILLA**

**PRESENTED THIS DAY, AUGUST 11, 2015  
MAYOR JOHN CHAVEZ AND THE CHOWCHILLA CITY COUNCIL**



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

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

**July 14, 2015**

**CALL TO ORDER**

**ROLL CALL:**

Mayor/Chairman: John Chavez  
Mayor Pro Tem/Vice Chair: Waseem Ahmed  
Council/Board Member: Dennis Haworth  
Absent: Mary Guamnitz, Richard Walker

**City staff and contract employees present:** City Administrator Brian Haddix, Interim Police Chief Dave Riviere, Fire Chief Harry Turner, City Attorney Laura Crane, Engineer/Public Works Director Craig Locke, Finance Director Rod Pruet, Planner Richard Perkins, 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

**OPEN SESSION – 7:02 PM**

**PLEDGE OF ALLEGIANCE:** Council Member Chavez

**INVOCATION:** Mr. Alfred Hansen

**CLOSED SESSION REPORT:** No reportable action.

**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

Community Relations Manager Piepenbrok provided handouts, provided a brief history of the City's transit services.

### PUBLIC ADDRESS

Vern Moss commented on the previous presentation regarding the Highway 99/233 Interchange.

The Lions Club representative Paula Hansen presented a donation of \$23,094.46 to the Chowchilla Police Department for the K9 program.

Joann Barksdale reported on the mess in the gutters and the untrimmed palm trees on Robertson Blvd.

### COUNCIL AND STAFF REPORTS – Section 2

#### 2.1 COUNCIL REPORTS

Legislative Items

Oral / Written Reports

Mayor Pro Tem Ahmed visited the Industrial and Downtown Areas with City Administrator Haddix

Council Member Haworth reported that through the California Disaster Assistance Act, counties are helping residents whose well has dried. The Community Action Partnership and the Sheriff's Department of Madera County is facilitating the program. The program provides cases of bottled water to residents and can deliver water to a water tank. There is also a program for renters whose landlord cannot afford to repair or drill a deeper well to access the water table. Contact the Madera County Office of Community and Economic Development or Madera County Sheriff's Department for assistance.

Mayor Chavez attended a League of California Cities conference in June. Water is the major topic. He also attended the second Music in the Park event, thanking Community Relations Manager Piepenbrok for his efforts.

#### 2.2 COLLABORATIVE AGENCY COMMITTEE UPDATES

Oral / Written Reports

#### 2.3 STAFF REPORTS

Written/Oral Reports

City Administrator Haddix met with the superintendents of the Chowchilla Elementary School District and Chowchilla Union High School. He participated in the Central Valley California City Managers meeting, touching on many key issues affecting our valley such as medical marijuana dispensaries, the Redevelopment Agency dissolution, and water, among other topics. He attended a Madera County Transportation Commission meeting with Engineer/Public Works Director Locke; he walked the Downtown area with the police chief; met with a variety of land

developers and attended the concert in the park. He also spoke at the Fresno's Downtown Rotary meeting.

Community Relations Manager Piepenbrok reported that the first movie to be shown at Veteran's Park on Friday, July 17 is the original Willy Wonka and the Chocolate Factory. He asked council to move the Alligator Festival to 2016, allowing more time to plan a successful event. He presented alternative ideas, Tons 'O Trucks and a Fall Great Yard Sale. Both will be free events.

### **CONSENT CALENDAR – Section 3**

#### **3.1 Approval of the June 23, 2015 Regular City Council Meeting Minutes (McClendon)**

#### **3.2 Approval of General Payments and Payroll for the Month of June 2015 (Pruett)**

#### **3.3 Consideration of Monthly Financial Reports (Pruett)**

Motion by Council Member Haworth, seconded by Mayor Pro Tem Ahmed to approve the Consent Calendar as presented. Motion passed unanimously with Council Members Gaumnitz and Walker absent.

### **PUBLIC HEARINGS – Section 4**

#### **4.1 Council Resolution # 46-15, Amending Conditions of Approval of Subdivision Map No. 04-0028, Greenhills Subdivision Village East Recreational Vehicle Park (Perkins)**

Spoke:  
Martin Boone

Motion by Council Member Haworth, seconded by Mayor Pro Tem Ahmed to approve **Council Resolution # 46-15**, Amending Conditions of Approval of Subdivision Map No. 04-0028, Greenhills Subdivision Village East Recreational Vehicle Park with with Correction to Typographical Error in Original Resolution Regarding Numbering of the Conditions. Motion passed unanimously with Council Members Gaumnitz and Walker absent.

#### **4.2 Intention to Levy and Collect 2012-13 Annual Assessment on the Landscaping and Lighting Maintenance District (Locke)**

Motion by Council Member Haworth, seconded by Mayor Pro Tem Ahmed to affirm the Levy and Collection of the 2012/2013 Annual Assessment on the Landscaping and Lighting Maintenance District. Motion passed unanimously with Council Members Gaumnitz and Walker absent.

### **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)**

Motion by Mayor Pro Tem Ahmed, seconded by Council Member Haworth to approve **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. Motion passed unanimously with Council Members Gaumnitz and Walker absent.

## NEW BUSINESS – Section 6

### **6.1 Council Resolution # 47-15, Consideration of an Extension of Vesting Tentative Subdivision Map No. 05-0056 for the Woodcrest Subdivision (Perkins)**

Motion by Council Member Haworth, seconded by Mayor Pro Tem Ahmed to approve **Council Resolution # 47-15**, Consideration of an Extension of Vesting Tentative Subdivision Map No. 05-0056 for the Woodcrest Subdivision. Motion passed unanimously with Council Members Gaumnitz and Walker absent.

### **6.2 Consideration of Firework Permits for the Years of 2016 & 2017 (Turner)**

Motion by Council Member Haworth, seconded by Mayor Pro Tem Ahmed to approve the City Clerk to conduct the Fireworks Permit Lottery for years 2016 and 2017. Motion passed unanimously with Council Members Gaumnitz and Walker absent.

#### **Lottery Results:**

VFW (by default)  
Chowchilla Family Worship Center  
Chowchilla Youth Cheer  
Chowchilla Soccer Academy

#### **Alternate:**

The Pentecostals of Chowchilla

### **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)**

This item was pulled by City Administrator Haddix.

### **6.4 Council Resolution # 48-15, 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)**

Motion by Council Member Haworth, seconded by Mayor Pro Tem Ahmed to approve **Council Resolution # 48-15**, 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. Motion passed unanimously with Council Members Gaumnitz and Walker absent.

### **6.5 Council Resolution # 49-15, Authorizing the City Administrator to Issue Request for Qualifications for Engineering Services (Locke)**

Motion by Council Member Haworth, seconded by Mayor Pro Tem Ahmed to approve **Council Resolution # 49-15**, Authorizing the City Administrator to Issue Request for Qualifications for Engineering Services. Motion passed unanimously with Council Members Gaumnitz and Walker absent.

### **6.6 Council Resolution # 50-15, 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)**

Motion by Mayor Pro Tem Ahmed, seconded by Council Member Haworth to approve **Council Resolution # 50-15**, 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. Motion passed unanimously with Council Members Gaumnitz and Walker absent.

**6.7 Council Resolution # 51-15, Authorizing the Acceptance of Funding from the Community Corrections Partnership to Fund the Hiring of an Additional Police Officer (Riviere)**

Spoke: Joann Barksdale

Motion by Council Member Haworth, seconded by Mayor Pro Tem Ahmed to approve **Council Resolution # 51-15**, Authorizing the Acceptance of Funding from the Community Corrections Partnership to Fund the Hiring of an Additional Police Officer. Motion passed unanimously with Council Members Gaumnitz and Walker absent.

**6.8 Council Resolution # 52-15, Approving an Agreement for Special Services with Liebert Cassidy Whitmore for Central Valley Employment Relations Consortium Services (Haddix)**

Motion by Mayor Pro Tem Ahmed, seconded by Council Member Haworth to approve **Council Resolution # 52-15**, Approving an Agreement for Special Services with Liebert Cassidy Whitmore for Central Valley Employment Relations Consortium Services. Motion passed unanimously with Council Members Gaumnitz and Walker absent.

**6.9 Consideration of Affirmation of a Claim Submitted by Ameriprise Auto & Home Insurance on behalf of Joseph Roman (Haddix)**

Motion by Council Member Haworth, seconded by Mayor Pro Tem to Affirm the Claim Submitted by Ameriprise Auto & Home Insurance on behalf of Joseph Roman. Motion passed unanimously with Council Members Gaumnitz and Walker absent.

**6.10 Council Resolution # 53-15, Designating Those Officers Having the Authority to Approve Transactions, including Deposits and Withdrawals, to Tri Counties Accounts on Behalf of the City (Pruett)**

Spoke: Joann Barksdale

Motion by Council Member Haworth, seconded by Mayor Pro Tem Ahmed to approve **Council Resolution # 53-15**, Designating Those Officers Having the Authority to Approve Transactions, including Deposits and Withdrawals, to Tri Counties Accounts on Behalf of the City. Motion passed unanimously with Council Members Gaumnitz and Walker absent.

**6.11 Council Resolution # 54-15, Authorizing the Investment of Monies in the Local Agency Investment Fund and Designating Officers with the Authority to Make Deposits and Withdrawals (Pruett)**

Motion by Council Member Haworth, seconded by Mayor Pro Tem Ahmed to approve **Council Resolution # 54-15**, Authorizing the Investment of Monies in the Local Agency Investment Fund and Designating Officers with the Authority to Make Deposits and Withdrawals. Motion passed unanimously with Council Members Gaumnitz and Walker absent.

★ **6.12 Agency Resolution # 03-15, 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)**

Motion by Board Co-Chair Ahmed, seconded by Board Member Haworth to approve **Agency Resolution # 03-15**, 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. Motion passed unanimously with Board Members Gaumnitz and Walker absent.

**6.13 Council Resolution # 55-15, 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)**

Motion by Council Member Haworth, seconded by Mayor Pro Tem Ahmed to approve **Council Resolution # 55-15**, 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. Motion passed unanimously with Council Members Gaumnitz and Walker absent.

**6.14 Council Resolution # 56-15, 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)**

Motion by Council Member Haworth, seconded by Mayor Pro Tem Ahmed to approve **Council Resolution # 56-15**, 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. Motion passed unanimously with Council Members Gaumnitz and Walker absent.

**6.15 Council Resolution # 57-15, 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)**

Motion by Council Member Haworth, seconded by Mayor Pro Tem Ahmed to approve **Council Resolution # 57-15**, 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. Motion passed unanimously with Council Members Gaumnitz and Walker absent.

**6.16 Consideration of Reinstating the Position of Community & Economic Development Director (Haddix)**

Motion by Mayor Pro Tem Ahmed, seconded by Council Member Haworth to Bring Back Additional Information Regarding Reinstating the Position of Community and Economic Development Director to the August 11, 2015 Council Meeting. Motion passed unanimously with Council Members Gaumnitz and Walker Absent.

**ANNOUNCEMENTS – Section 7**

- JUL 14 Chamber of Commerce’s Annual State of the City Address, Farnesis, 11:30AM
- 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 23 Sizzlin’ Summer Nights Music in the Park Concert, Veterans Memorial Park, 7PM
- JUL 24 City Hall Closed

**ADJOURNMENT**

Motion by Mayor Pro Tem Ahmed seconded by Council Member Haworth to adjourn the July 14, 2015 Regular Joint City Council / Redevelopment Successor Agency Meeting at 9:45 p.m. Motion passed by voice vote with Council Members Gaumnitz and Walker absent.

ATTEST:

APPROVED:

\_\_\_\_\_  
Joann McClendon  
Interim City Clerk

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

[BACK TO AGENDA](#)



# REPORT TO THE CITY COUNCIL

Council Meeting of August 11, 2015

<b>Agenda Section:</b>	<u>Consent</u>
<b>SUBJECT:</b>	<b>Consideration of Monthly Invoice Payment Authorization Request</b>
<b>Authorized By:</b>	<u>Rod Pruett, Finance Director</u>
<b>Approved By:</b>	<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
07/15	07/13/2015	50396	12330	Pacific Plan Review Inc	perm# 15-0047 for 1400 Trinity fire sprinklers	100-4805-0000-337	425.00- V
07/15	07/13/2015	50396	12330	Pacific Plan Review Inc	perm# 15-0103 for 9330 Hillsborough	100-4805-0000-337	225.00- V
07/15	07/13/2015	50396	12330	Pacific Plan Review Inc	permit 15-0121 for 12340 Poppy Hills	100-4805-0000-337	225.00- V
Total 50396:							875.00-
07/15	07/02/2015	50542	12728	Little, Scott	performer Sizzlin Summer nights on 7/2/15	100-6625-0000-336	.00 V
Total 50542:							.00
07/15	07/02/2015	50543	11944	Madera County Records Office	release of lien	100-4605-0000-345	.00 V
Total 50543:							.00
07/15	07/02/2015	50544	12728	Little, Scott	performer Sizzlin Summer nights on 7/2/15	100-6625-0000-336	300.00
Total 50544:							300.00
07/15	07/02/2015	50545	11944	Madera County Records Office	release of lien	100-4605-0000-345	12.00
Total 50545:							12.00
07/15	07/08/2015	50546	12501	Montoya, Margo V.	2015 Summer Concert Performance	100-6625-0000-336	800.00
Total 50546:							800.00
07/15	07/09/2015	50547	12397	American Appraisal Associates, Inc.	services- GASB 34	205-1720-0000-336	7,765.00
Total 50547:							7,765.00
07/15	07/09/2015	50548	421	AmeriPride	Supplies for the WWTP	215-5705-0000-315	15.68
07/15	07/09/2015	50548	421	AmeriPride	Mats for building	100-2610-0000-315	33.18
07/15	07/09/2015	50548	421	AmeriPride	Monthly Service at the Senior Center	100-6615-0000-315	33.68
Total 50548:							82.54

M = Manual Check, V = Void Check

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice GL Account	Check Amount
07/15	07/09/2015	50549	646	AT & T	Phones for 4/24-5/23/15	602-1715-0000-310	1,385.12
Total 50549:							1,385.12
07/15	07/09/2015	50550	691	A-Z Bus Sales Inc.	rollstop for bus#22	325-3705-0000-320	231.61
Total 50550:							231.61
07/15	07/09/2015	50551	1196	Boyle, Michelle	Payroll	702-0200-0000-043	25.71
Total 50551:							25.71
07/15	07/09/2015	50552	1281	BSK Associates	Waste Water Testing	215-5705-0000-350	65.00
07/15	07/09/2015	50552	1281	BSK Associates	Waste Water Testing	215-5705-0000-350	65.00
07/15	07/09/2015	50552	1281	BSK Associates	Water Dept testing	205-7605-0000-350	168.00
07/15	07/09/2015	50552	1281	BSK Associates	Waste Water Testing	215-5705-0000-350	65.00
Total 50552:							363.00
07/15	07/09/2015	50553	1856	CDW Government, Inc.	Unitrends SCSI Adapter F/RC713	602-1715-0000-302	421.64
07/15	07/09/2015	50553	1856	CDW Government, Inc.	Cable Manager, Belkin Patch	602-1715-0000-302	231.81
07/15	07/09/2015	50553	1856	CDW Government, Inc.	quantum SL3 rail replacement kit	602-1715-0000-302	45.49
07/15	07/09/2015	50553	1856	CDW Government, Inc.	MS MBG Exch On PLN 2 SHR Srv	602-1715-0000-501	6,350.40
Total 50553:							7,049.34
07/15	07/09/2015	50554	1921	Central SJV RMA	2015/2016 1st Quarter Billing	100-1730-0000-340	184,422.00
Total 50554:							184,422.00
07/15	07/09/2015	50555	1956	Central Valley Trucking	Purchase 25 tons Cold Patch & Base Rock	305-3620-4000-318	2,822.31
Total 50555:							2,822.31
07/15	07/09/2015	50556	1966	Chamber of Commerce	2014/2015 City Contribution	100-4905-0000-326	7,000.00
Total 50556:							7,000.00
07/15	07/09/2015	50557	2131	Chowchilla Dolt Best	Supplies for the garage	601-3615-0000-321	37.79

M = Manual Check, V = Void Check

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice GL Account	Check Amount
07/15	07/09/2015	50557	2131	Chowchilla Dolt Best	Parts for well #3	205-7605-0000-317	9.03
07/15	07/09/2015	50557	2131	Chowchilla Dolt Best	Supplies for well #14	205-7605-0000-317	3.31
07/15	07/09/2015	50557	2131	Chowchilla Dolt Best	Supplies for the parks Dept	100-6620-0000-315	21.13
07/15	07/09/2015	50557	2131	Chowchilla Dolt Best	Supplies for the Parks dept	100-6620-0000-320	11.12
07/15	07/09/2015	50557	2131	Chowchilla Dolt Best	Supplies for the Streets Dept	305-3620-0000-317	28.06
07/15	07/09/2015	50557	2131	Chowchilla Dolt Best	Graffiti Abatement Supplies	305-3620-0000-329	4.10
07/15	07/09/2015	50557	2131	Chowchilla Dolt Best	Supplies for the parks dept	100-6620-0000-317	19.84
07/15	07/09/2015	50557	2131	Chowchilla Dolt Best	Supplies for the Parks dept	100-6620-0000-315	26.76
07/15	07/09/2015	50557	2131	Chowchilla Dolt Best	Supplies for the parks Dept	100-6620-0000-315	18.34
07/15	07/09/2015	50557	2131	Chowchilla Dolt Best	Supplies for the WWTP	215-5705-0000-317	11.87
07/15	07/09/2015	50557	2131	Chowchilla Dolt Best	Supplies for the VMP restrooms	100-6620-0000-315	41.92
07/15	07/09/2015	50557	2131	Chowchilla Dolt Best	Supplies for the Streets Dept	305-3620-0000-317	28.06
07/15	07/09/2015	50557	2131	Chowchilla Dolt Best	Maintence to Water Cooler	100-2805-0000-315	69.62
Total 50557:							274.83
07/15	07/09/2015	50558	12730	Coleman, Mary	deposit refund for 101 Alameda	205-0200-0000-043	94.05
Total 50558:							94.05
07/15	07/09/2015	50559	12074	Comcast	internet	602-1715-0000-310	243.64
Total 50559:							243.64
07/15	07/09/2015	50560	12723	D&V Gear Unlimited	deposit refund for 116 Robertson	205-0200-0000-043	105.30
Total 50560:							105.30
07/15	07/09/2015	50561	12725	Dixon, Kayla	deposit refund for 380 Circle	205-0200-0000-043	66.10
Total 50561:							66.10
07/15	07/09/2015	50562	3291	Don's Mobile Glass	Glass repair	100-2610-0000-320	430.00
Total 50562:							430.00
07/15	07/09/2015	50563	12496	Douglas & Sons Landscaping	Weed Abatement Per Contract	100-4805-0000-329	11,675.00

M = Manual Check, V = Void Check

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice GL Account	Check Amount
Total 50563:							11,675.00
07/15	07/09/2015	50564	3451	Econo-Ag	Blades for Unit #366	305-3620-0000-301	169.22
Total 50564:							169.22
07/15	07/09/2015	50565	3676	Ewing Irrigation Products Inc.	Irrigation repair parts for Well #4 the Parks Dept	100-6620-0000-317	200.67
Total 50565:							200.67
07/15	07/09/2015	50566	3711	Farmers Hardware	Parts for Well #14	205-7605-0000-317	3.12
07/15	07/09/2015	50566	3711	Farmers Hardware	PD Thermostat	100-2610-0000-315	5.81
07/15	07/09/2015	50566	3711	Farmers Hardware	Supplies for the Parks Dept	100-6620-0000-301	59.60
07/15	07/09/2015	50566	3711	Farmers Hardware	Supplies for the Water Dept	205-7605-0000-317	4.30
07/15	07/09/2015	50566	3711	Farmers Hardware	Supplies for the garage	601-3615-0000-321	32.39
07/15	07/09/2015	50566	3711	Farmers Hardware	Supplies for the Water dept	205-7605-0000-317	1.90
Total 50566:							107.12
07/15	07/09/2015	50567	12212	Fastenal Company	Supplies for Well #14	205-7605-0000-317	7.17
07/15	07/09/2015	50567	12212	Fastenal Company	Blades for the Sawzall/ Streets Dept	305-3620-0000-320	33.58
07/15	07/09/2015	50567	12212	Fastenal Company	supplies for the Parks Dept	100-6620-0000-302	52.95
07/15	07/09/2015	50567	12212	Fastenal Company	Supplies for the Parks Dept	100-6625-0000-332	19.21
07/15	07/09/2015	50567	12212	Fastenal Company	Parts for the Boom Truck	305-3620-0000-320	23.05
Total 50567:							135.96
07/15	07/09/2015	50568	3736	Ferguson Enterprises, Inc.	Water line repair parts for the Water dept	205-7605-0000-317	187.60
Total 50568:							187.60
07/15	07/09/2015	50569	11805	Fresno PD Regional Training Center	Training	100-2610-0000-305	488.00
Total 50569:							488.00
07/15	07/09/2015	50570	11475	Goldfarb & Lipman LLP	Legal Services for May 2015	956-9950-0000-335	1,017.50

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GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice GL Account	Check Amount
Total 50570:							1,017.50
07/15	07/09/2015	50571	4611	Groeniger & Company	Purchase water meter boxes and lids for the Water Meter Installation	205-7605-0001-510	18,126.18
Total 50571:							18,126.18
07/15	07/09/2015	50572	12729	Guevara, Jessica	deposit refund for 1004 Cristen	205-0200-0000-043	38.01
Total 50572:							38.01
07/15	07/09/2015	50573	12733	Haddix, Brian	Meeting w/ AJ Gallager RE Benefits	100-1710-0000-307	43.59
Total 50573:							43.59
07/15	07/09/2015	50574	12727	Hernandez, Ricardo Jr	deposit refund for 1208 Humboldt	205-0200-0000-043	78.69
Total 50574:							78.69
07/15	07/09/2015	50575	12225	Home Depot Credit Services	Parts for sprayer	305-3620-0000-301	142.72
Total 50575:							142.72
07/15	07/09/2015	50576	5056	Hopkins Technical Products	Supplies for the Water Dept	205-7605-0000-317	214.42
Total 50576:							214.42
07/15	07/09/2015	50577	11469	Intellipay, Inc.	Credit Card Transactions Fees for June 2015	100-1720-0000-302	56.35
Total 50577:							56.35
07/15	07/09/2015	50578	5441	Jocelyn E. Roland, PH.D.	Pre-employment Psyc	100-2610-0000-306	425.00
Total 50578:							425.00
07/15	07/09/2015	50579	12699	Joe's Food Mart	City car wash- Prius	100-1710-0000-320	5.00
Total 50579:							5.00

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GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice GL Account	Check Amount
07/15	07/09/2015	50580	5631	Kelly Moore Paint Company	Paint for Restrooms at VMP	100-6620-0000-315	118.51
Total 50580:							118.51
07/15	07/09/2015	50581	12277	Le, Trang	Refund Deposit 8095 Lakeshore	205-0200-0000-043	117.72
Total 50581:							117.72
07/15	07/09/2015	50582	5961	Lehr Auto Electric	Speaker & Bracket	100-2610-0000-320	201.74
Total 50582:							201.74
07/15	07/09/2015	50583	12618	Locke, Craig	Nevada Rural Water Association Conference	205-7605-0000-307	522.21
07/15	07/09/2015	50583	12618	Locke, Craig	California Rural Water Association Conference	205-7605-0000-307	183.31
07/15	07/09/2015	50583	12618	Locke, Craig	Water Use Efficiency Class	205-7605-0000-307	183.67
Total 50583:							889.19
07/15	07/09/2015	50584	6306	Madera County Transportation	FY 2014-15 Member Assessment Fee	305-3620-0000-335	1,482.00
Total 50584:							1,482.00
07/15	07/09/2015	50585	12166	Merced Transportation	contracted service May 2015	325-3705-0000-336	16,872.10
Total 50585:							16,872.10
07/15	07/09/2015	50586	11541	Meyers Nave	Legal Services	100-1615-0000-335	14,806.04
07/15	07/09/2015	50586	11541	Meyers Nave	Legal Services for May 2015	100-1615-0000-335	25,628.25
Total 50586:							40,434.29
07/15	07/09/2015	50587	6966	Mobile Communications Inc.	Monthly Repeater Rental	325-3705-0000-301	84.00
Total 50587:							84.00
07/15	07/09/2015	50588	11658	National Meter & Automation Inc.	Network Antenna for the Water meters	205-7605-0001-510	5,076.00
Total 50588:							5,076.00

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GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice GL Account	Check Amount
07/15	07/09/2015	50589	7281	NBS Government Finance	refunded AD 2002-1 Pheasant run	542-4832-0000-336	495.84
07/15	07/09/2015	50589	7281	NBS Government Finance	Quarterly Administration fees 04/01/15-06/30/15	542-4832-0000-336	3,814.11
Total 50589:							4,309.95
07/15	07/09/2015	50590	12471	Nichols Consulting	Professional Services for SB90 reimbursement	100-1705-0000-336	900.00
Total 50590:							900.00
07/15	07/09/2015	50591	12429	O'Dell Engineering	Berenda Boat Ramp project	565-6645-0000-500	20,047.50
Total 50591:							20,047.50
07/15	07/09/2015	50592	12330	Pacific Plan Review Inc	Dollar Tree Plans Check	100-4805-0000-337	2,699.53
07/15	07/09/2015	50592	12330	Pacific Plan Review Inc	Circle K Plan Check	100-4805-0000-337	620.95
07/15	07/09/2015	50592	12330	Pacific Plan Review Inc	Juice Bar Plan Check	100-4805-0000-337	340.00
Total 50592:							3,660.48
07/15	07/09/2015	50593	7966	Platt Electrical Supply	Supplies for the Streets dept	305-3620-0000-317	122.18
07/15	07/09/2015	50593	7966	Platt Electrical Supply	Supplies for the Parks dept	100-6620-0000-317	18.90
07/15	07/09/2015	50593	7966	Platt Electrical Supply	Supplies for Well #5	205-7605-0000-317	199.18
07/15	07/09/2015	50593	7966	Platt Electrical Supply	Supplies for Well #5	205-7605-0000-317	153.22
07/15	07/09/2015	50593	7966	Platt Electrical Supply	Return Items/ Water Dept	205-7605-0000-317	45.96
Total 50593:							447.52
07/15	07/09/2015	50594	12722	Ramirez, Myrna and Jair	deposit refund for 2110 Harrison	205-0200-0000-043	23.38
Total 50594:							23.38
07/15	07/09/2015	50595	12057	Roland, Floyd	deposit refund for 12035 Pheasant Run	205-0200-0000-043	97.71
Total 50595:							97.71
07/15	07/09/2015	50596	8796	S & W Auto Parts Inc.	Supplies for the Streets Dept	305-3620-0000-320	4.63
Total 50596:							4.63

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GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice GL Account	Check Amount
07/15	07/09/2015	50597	9166	Scott's PPE Recon, Inc	Paint, liner, patch holes	100-2705-0000-302	138.00
Total 50597:							138.00
07/15	07/09/2015	50598	9206	Self Help Enterprises	Loan Portfolio Mgmt Services - RDA	956-9950-0000-336	1,792.00
Total 50598:							1,792.00
07/15	07/09/2015	50599	1136	Silva Ford Madera	supplies for Fire Dept veh#34	100-2705-0000-320	23.61
Total 50599:							23.61
07/15	07/09/2015	50600	12687	Singh, Navdeep	Deposit Refund 11204 Myrtlewood Dr	205-0200-0000-043	72.04
Total 50600:							72.04
07/15	07/09/2015	50601	9376	Sparkletts	Supplies for the WWTP	215-5705-0000-315	29.38
Total 50601:							29.38
07/15	07/09/2015	50602	10116	Tesei Petroleum Inc.	Fuel for City	325-3705-0000-320	2,910.10
07/15	07/09/2015	50602	10116	Tesei Petroleum Inc.	Fuel for City	325-3705-0000-320	3,283.79
07/15	07/09/2015	50602	10116	Tesei Petroleum Inc.	Pump oil 32 for the city wells	205-7605-0000-320	395.60
Total 50602:							6,589.49
07/15	07/09/2015	50603	10176	The Presort Center	Newsletter & Utility Billings Jun 15	205-1720-0000-336	2,985.27
07/15	07/09/2015	50603	10176	The Presort Center	Shut off notice Jun	215-1720-0000-336	325.74
Total 50603:							3,311.01
07/15	07/09/2015	50604	11537	Toshiba Financial Services	Copier Lease for 7/15/15 to 8/14/15	602-1715-0000-408	984.72
07/15	07/09/2015	50604	11537	Toshiba Financial Services	Copier Lease for 7/15/15 to 8/14/15	602-1715-0000-408	588.01
Total 50604:							1,572.73
07/15	07/09/2015	50605	11640	TotalFunds By Hasler	Postage for Postage Meter	100-0100-0000-020	1,000.00

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GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice GL Account	Check Amount
Total 50605:							1,000.00
07/15	07/09/2015	50606	10356	TransUnion LLC	Basic Service Charge	425-4950-2692-333	66.00
Total 50606:							66.00
07/15	07/09/2015	50607	10566	US Bank	Administration Fees, Incidental Fees	542-4832-0000-336	1,100.00
Total 50607:							1,100.00
07/15	07/09/2015	50608	10571	US BANK (I.M.P.A.C. CAL-CARD)	Animal Food for Warco	100-2618-1202-324	37.79
07/15	07/09/2015	50608	10571	US BANK (I.M.P.A.C. CAL-CARD)	Cal Card Expenses for June 2015	100-2618-1202-302	48.47
07/15	07/09/2015	50608	10571	US BANK (I.M.P.A.C. CAL-CARD)	Cal Card Expenses for June 2015	100-2615-0000-310	77.57
07/15	07/09/2015	50608	10571	US BANK (I.M.P.A.C. CAL-CARD)	Cal Card Expenses for June 2015	100-1710-0000-305	452.90
07/15	07/09/2015	50608	10571	US BANK (I.M.P.A.C. CAL-CARD)	CAL CARD Expenses	100-0100-0000-029	2,365.05
07/15	07/09/2015	50608	10571	US BANK (I.M.P.A.C. CAL-CARD)	Cal Card Expenses for June 2015	100-2610-0000-300	362.90
Total 50608:							3,344.68
07/15	07/09/2015	50609	10786	Video Inspection	Clean out sewer line behind Bussey's Mini Storage	215-5705-0000-317	192.00
Total 50609:							192.00
07/15	07/09/2015	50610	10851	Vincent Communications	Repairs to PD radios	602-1715-0000-302	60.00
Total 50610:							60.00
07/15	07/09/2015	50611	12724	Wedel, Stanley J	deposit refund for 340 S Ninth	205-0200-0000-043	2.40
Total 50611:							2.40
07/15	07/09/2015	50612	11306	Zalreich Chemical Company, Inc	Purchase a tote of Polymer chemical for the WWTP	215-5705-0000-315	3,854.31
Total 50612:							3,854.31
07/15	07/09/2015	50613	11381	Zoom Imaging Solutions, Inc.	copier lease at Civic Center	602-1715-0000-301	159.65
07/15	07/09/2015	50613	11381	Zoom Imaging Solutions, Inc.	copier lease at Fire Dept	602-1715-0000-301	30.71
07/15	07/09/2015	50613	11381	Zoom Imaging Solutions, Inc.	copier lease at PD	602-1715-0000-301	10.30

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GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice GL Account	Check Amount
Total 50613:							200.66
07/15	07/13/2015	50614	3476	Eggert, Mike	Payroll	702-0200-0000-043	316.90
Total 50614:							316.90
07/15	07/13/2015	50615	1281	BSK Associates	Weekly water test for the Water Dept	205-7605-0000-350	344.00
Total 50615:							344.00
07/15	07/13/2015	50616	2046	Chem Quip	Water Dept/Chemicals (Chlorine)	205-7605-0000-346	1,536.43
07/15	07/13/2015	50616	2046	Chem Quip	Chlorine for Water Wells;/ credit	205-7605-0000-346	378.00-
Total 50616:							1,158.43
07/15	07/13/2015	50617	2136	Chowchilla Employees Assn.	Employee Contribution	702-0200-0000-040	50.00
Total 50617:							50.00
07/15	07/13/2015	50618	12408	Chowchilla Mid-Management	Employee Contributions	702-0200-0000-040	300.00
Total 50618:							300.00
07/15	07/13/2015	50619	2166	Chowchilla Office	Employee Contributions	702-0200-0000-040	175.00
Total 50619:							175.00
07/15	07/13/2015	50620	2171	Chowchilla Peace Officers	Employee Contribution	702-0200-0000-040	903.00
Total 50620:							903.00
07/15	07/13/2015	50621	3736	Ferguson Enterprises, Inc.	VMP Restrooms	100-6620-0000-315	417.80
Total 50621:							417.80
07/15	07/13/2015	50622	3836	Fitness Peak	Employee Contribution	702-0200-0000-040	122.50

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GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice GL Account	Check Amount
Total 50622:							122.50
07/15	07/13/2015	50623	11658	National Meter & Automation Inc.	Service Agreement/ Hand held and Software	205-7605-0000-500	1,290.00
Total 50623:							1,290.00
07/15	07/13/2015	50624	12214	NR Cleaning Services	Public Restrooms Janitorial Services	100-6620-0000-315	.00 V
Total 50624:							.00
07/15	07/13/2015	50625	10571	US BANK (I.M.P.A.C. CAL-CARD)	Cal Card Expenses	100-6620-0000-301	380.46
07/15	07/13/2015	50625	10571	US BANK (I.M.P.A.C. CAL-CARD)	Supplies for the Water Dept	205-7605-0000-317	324.22
Total 50625:							704.68
07/15	07/13/2015	50626	10911	Vulcan Materials	Asphalt for the Streets dept	305-3620-0000-317	300.87
Total 50626:							300.87
07/15	07/13/2015	50627	12330	Pacific Plan Review Inc	perm# 15-0047 for 1400 Trinity fire sprinklers	100-4805-0000-337	425.00
07/15	07/13/2015	50627	12330	Pacific Plan Review Inc	perm# 15-0103 for 9330 Hillsborough	100-4805-0000-337	225.00
07/15	07/13/2015	50627	12330	Pacific Plan Review Inc	permit 15-0121 for 12340 Poppy Hills	100-4805-0000-337	225.00
Total 50627:							875.00
07/15	07/15/2015	50628	12498	3 Guys Playin' the Blues	Summer Concert Performance	100-6625-0000-336	750.00
Total 50628:							750.00
07/15	07/23/2015	50711	16	A & R Refrigeration	A/C's serviced	100-6615-0000-315	170.00
Total 50711:							170.00
07/15	07/23/2015	50712	196	AFLAC	Employee Contribution for July 2015	702-0200-0000-040	352.15
Total 50712:							352.15
07/15	07/23/2015	50713	12737	Air Apparent	Check unit for proper operation	100-2610-0000-315	189.50

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GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice GL Account	Check Amount
Total 50713:							189.50
07/15	07/23/2015	50714	421	AmeriPride	City Hall Mats	100-1705-0000-315	59.18
07/15	07/23/2015	50714	421	AmeriPride	Supplies for the garage	601-3615-0000-315	41.85
07/15	07/23/2015	50714	421	AmeriPride	Supplies for Public Works	310-3625-0000-301	185.97
07/15	07/23/2015	50714	421	AmeriPride	Supplies for the garage	601-3615-0000-315	51.35
07/15	07/23/2015	50714	421	AmeriPride	Supplies for Public Works	310-3625-0000-301	125.97
07/15	07/23/2015	50714	421	AmeriPride	Supplies for the garage	601-3615-0000-315	41.85
07/15	07/23/2015	50714	421	AmeriPride	Supplies for Public Works	310-3625-0000-301	93.47
07/15	07/23/2015	50714	421	AmeriPride	Supplies for the garage	601-3615-0000-315	51.35
07/15	07/23/2015	50714	421	AmeriPride	Supplies for Public Works	310-3625-0000-301	121.97
07/15	07/23/2015	50714	421	AmeriPride	Supplies for the WWTP	215-5705-0000-315	15.68
07/15	07/23/2015	50714	421	AmeriPride	mats for shelter	100-2805-0000-315	66.25
07/15	07/23/2015	50714	421	AmeriPride	mats for Civic Center	100-1705-0000-315	59.18
07/15	07/23/2015	50714	421	AmeriPride	Mats for police department	100-2610-0000-315	33.18
Total 50714:							947.25
07/15	07/23/2015	50715	446	Anderson Pump Co	Repair storm drain pump on Howell Rd.	220-3650-0000-317	95.00
Total 50715:							95.00
07/15	07/23/2015	50716	511	Animal Medical Center	Vet Care	100-2805-0000-324	99.00
Total 50716:							99.00
07/15	07/23/2015	50717	646	AT & T	Phones for 5/24/15-6/23/15	602-1715-0000-310	1,547.24
Total 50717:							1,547.24
07/15	07/23/2015	50718	12493	Baker Supplies and Repairs	Purchase weed eater for the Parks dept	100-6620-0000-301	307.75
07/15	07/23/2015	50718	12493	Baker Supplies and Repairs	Repairs to the Trencher	100-6620-0000-301	114.32
07/15	07/23/2015	50718	12493	Baker Supplies and Repairs	Weedeater repairs	100-6620-0000-301	33.04
Total 50718:							455.11
07/15	07/23/2015	50719	1281	BSK Associates	Waste Water Minerals Testing	215-5705-0000-350	257.00

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GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice GL Account	Check Amount
Total 50719:							257.00
07/15	07/23/2015	50720	12292	Bushong, Ephriam	Reimbursement of examination fees	215-5705-0000-305	350.00
Total 50720:							350.00
07/15	07/23/2015	50721	1511	California Consulting LLC	Grant Writing Services 7/1/15-7/31/15	205-7605-0000-336	2,500.00
Total 50721:							2,500.00
07/15	07/23/2015	50722	12478	California Fresno Oil Co	Street patching materials/ Streets Dept	305-3620-0000-317	162.88
Total 50722:							162.88
07/15	07/23/2015	50723	1781	Caselle, Inc.	Contracted Support Services Jun 2015	603-1720-0000-302	110.00
Total 50723:							110.00
07/15	07/23/2015	50724	1856	CDW Government, Inc.	MS MBG Exch On PLN 2 SHR Srv	602-1715-0000-302	79.38
Total 50724:							79.38
07/15	07/23/2015	50725	12371	Central Valley Plumbing Repair Service	Rebuild Kitchen Faucet	100-1712-0000-315	96.15
Total 50725:							96.15
07/15	07/23/2015	50726	2046	Chem Quip	Open PO/ Water Dept/Chemicals (Chlorine)	205-7605-0000-346	264.00-
07/15	07/23/2015	50726	2046	Chem Quip	Open PO/ Water Dept/Chemicals (Chlorine)	205-7605-0000-346	678.24
07/15	07/23/2015	50726	2046	Chem Quip	Open PO/ Water Dept/Chemicals (Chlorine)	205-7605-0000-346	1,536.43
Total 50726:							1,950.67
07/15	07/23/2015	50727	2116	Chowchilla Chevron	Car Wash	100-2610-0000-320	126.00
Total 50727:							126.00
07/15	07/23/2015	50728	2131	Chowchilla Dolt Best	Install/Mount Eraser Board	100-1705-0000-315	18.89
07/15	07/23/2015	50728	2131	Chowchilla Dolt Best	Supplies for the Parks Dept	100-6620-0000-301	60.12

M = Manual Check, V = Void Check

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice GL Account	Check Amount
07/15	07/23/2015	50728	2131	Chowchilla Dolt Best	Supplies for the Streets Dept	305-3620-0000-317	6.26
07/15	07/23/2015	50728	2131	Chowchilla Dolt Best	Graffiti Abatement Supplies	305-3620-0000-329	6.26
07/15	07/23/2015	50728	2131	Chowchilla Dolt Best	Alkaline Batteries	100-1705-0000-315	16.73
07/15	07/23/2015	50728	2131	Chowchilla Dolt Best	Supplies for the Water Dept	205-7605-0000-317	12.71
Total 50728:							120.97
07/15	07/23/2015	50729	2136	Chowchilla Employees Assn.	Employee Contribution	702-0200-0000-040	50.00
Total 50729:							50.00
07/15	07/23/2015	50730	12408	Chowchilla Mid-Management	Employee Contributions	702-0200-0000-040	270.00
Total 50730:							270.00
07/15	07/23/2015	50731	2166	Chowchilla Office	Employee Contributions	702-0200-0000-040	175.00
Total 50731:							175.00
07/15	07/23/2015	50732	2171	Chowchilla Peace Officers	Employee Contribution	702-0200-0000-040	903.00
Total 50732:							903.00
07/15	07/23/2015	50733	2211	Chowchilla Water District	APN#002-046-007	100-1725-0000-346	70.50
Total 50733:							70.50
07/15	07/23/2015	50734	2251	City of Chowchilla-CH	supplies for vending machine	701-0200-0000-042	277.57
Total 50734:							277.57
07/15	07/23/2015	50735	2266	City of Chowchilla-PW	Postage for Water Department	205-7605-0000-300	47.40
Total 50735:							47.40
07/15	07/23/2015	50736	11622	Cota Cole LLP	Legal Fees for Retainer for June 2015	100-1615-0000-335	9,390.52
07/15	07/23/2015	50736	11622	Cota Cole LLP	Legal Fees for Special Counsel for June 2015	100-1615-0000-335	57.00
07/15	07/23/2015	50736	11622	Cota Cole LLP	Legal Fees for Rancho Calera for June 2015	100-1615-0000-335	798.00
07/15	07/23/2015	50736	11622	Cota Cole LLP	Legal Fees for Ptichess Motions	100-1615-0000-335	2,356.00

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GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice GL Account	Check Amount
07/15	07/23/2015	50736	11622	Cota Cole LLP	Legal Fees for CHWDC Inc.	100-1615-0000-335	113.83
07/15	07/23/2015	50736	11622	Cota Cole LLP	Legal Fees for Heffington Abatement Action	100-1615-0000-335	640.55
07/15	07/23/2015	50736	11622	Cota Cole LLP	Legal Fees for CPOA VS City of Chowchilla	100-1615-0000-335	4,202.90
07/15	07/23/2015	50736	11622	Cota Cole LLP	Legal Fees for Collective Bargaining	100-1615-0000-335	11,308.28
07/15	07/23/2015	50736	11622	Cota Cole LLP	Legal Fees for Employee Complaints	100-1615-0000-335	6,308.50
Total 50736:							35,175.58
07/15	07/23/2015	50737	12643	David Leonard Associates	Rancho Calera Review and Consult	701-0200-0000-042	262.50
Total 50737:							262.50
07/15	07/23/2015	50738	3011	Department of Conservation	SMIF Fees Qtr 2 2015	100-4805-0000-820	89.48
Total 50738:							89.48
07/15	07/23/2015	50739	3031	Department of Justice/Acc	Fingerprint for June 2015	100-2610-0000-891	177.00
Total 50739:							177.00
07/15	07/23/2015	50740	3276	Dom's Electric Motor Shop	Inspect motor for Well #5	205-7605-0000-317	37.50
Total 50740:							37.50
07/15	07/23/2015	50741	3676	Ewing Irrigation Products Inc.	Supplies for the parks dept	100-6620-0000-317	96.60
07/15	07/23/2015	50741	3676	Ewing Irrigation Products Inc.	Irrigation repair parts for the RC Wisener Park	100-6620-0000-317	269.46
Total 50741:							366.06
07/15	07/23/2015	50742	11410	Executive Information Services	Annual Support Srvcs Contract for RMS2	100-2610-0000-336	7,500.00
Total 50742:							7,500.00
07/15	07/23/2015	50743	3711	Farmers Hardware	Supplies for the Parks Dept	100-6620-0000-317	5.71
07/15	07/23/2015	50743	3711	Farmers Hardware	Supplies for the garage	601-3615-0000-321	41.03
07/15	07/23/2015	50743	3711	Farmers Hardware	Supplies for the WWTP	215-5705-0000-317	32.67
07/15	07/23/2015	50743	3711	Farmers Hardware	Supplies for the Water Dept	205-7605-0000-317	4.27
07/15	07/23/2015	50743	3711	Farmers Hardware	Supplies for the Streets dept	305-3620-0000-317	1.16
07/15	07/23/2015	50743	3711	Farmers Hardware	Supplies for the Garage	601-3615-0000-321	.38

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GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice GL Account	Check Amount
07/15	07/23/2015	50743	3711	Farmers Hardware	Supplies for the water Dept	205-7605-0000-317	18.97
07/15	07/23/2015	50743	3711	Farmers Hardware	Supplies for the Water Dept	205-7605-0000-317	6.24
Total 50743:							110.43
07/15	07/23/2015	50744	12212	Fastenal Company	unit 52	100-2610-0000-320	3.15
Total 50744:							3.15
07/15	07/23/2015	50745	3836	Fitness Peak	Employee Contribution	702-0200-0000-040	122.50
Total 50745:							122.50
07/15	07/23/2015	50746	3916	Forensic Nurse Specialist, Inc	Fresno SART 150984	100-2610-0000-350	900.00
Total 50746:							900.00
07/15	07/23/2015	50747	4666	Haaker Equipment Company	Root cutter & Skids for Unit #121	215-5705-0000-320	1,790.10
Total 50747:							1,790.10
07/15	07/23/2015	50748	12733	Haddix, Brian	Travel for Speech to Fresno Rotary	100-1710-0000-307	44.74
07/15	07/23/2015	50748	12733	Haddix, Brian	IPad Case	100-1705-0000-301	86.57
Total 50748:							131.31
07/15	07/23/2015	50749	5246	Interstate Battery	Battery return for unit #27	100-6620-0000-320	96.07
07/15	07/23/2015	50749	5246	Interstate Battery	Battery for Unit #29	325-3705-0000-320	125.23
Total 50749:							29.16
07/15	07/23/2015	50750	5431	Jim's A/C	maintenance refrigeration unit	100-2705-0000-315	202.79
Total 50750:							202.79
07/15	07/23/2015	50751	12699	Joe's Food Mart	City Car Wash	100-1710-0000-320	7.00
Total 50751:							7.00

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GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice GL Account	Check Amount
07/15	07/23/2015	50752	12179	Keenan Associates	Health Insurance Broker for August 2015	602-1715-0000-204	1,200.00
Total 50752:							1,200.00
07/15	07/23/2015	50753	5996	Liebert Cassidy Whitmore	Membership for 7/1/15 TO 6/30/16	100-1705-0000-336	2,345.50
07/15	07/23/2015	50753	5996	Liebert Cassidy Whitmore	Legal Fees for Special Investigation	100-1615-0000-335	3,173.50
Total 50753:							5,519.00
07/15	07/23/2015	50754	6246	Madera Co Auditor/Controller	Gas tax to Madera Co 4th Qtr HUT FY 14/15	101-3606-0000-851	14,749.82
Total 50754:							14,749.82
07/15	07/23/2015	50755	6271	Madera County Economic	Economic Development commission 4th Qtr	425-4950-6529-333	6,460.75
Total 50755:							6,460.75
07/15	07/23/2015	50756	12531	Madera County Fairmead Landfill	Disposal Services for June 2015	210-5605-0000-351	12,701.83
Total 50756:							12,701.83
07/15	07/23/2015	50757	11944	Madera County Records Office	Lien Release for 1220 Alameda	100-1600-0000-849	12.00
Total 50757:							12.00
07/15	07/23/2015	50758	6641	McCombs, Claude & Rose	Jul-Sep Rent of 320 Trinity Ave	601-3615-0000-315	4,500.00
Total 50758:							4,500.00
07/15	07/23/2015	50759	6791	Merced Sun-Star	CN ORD 473-15	100-1610-0000-337	567.74
07/15	07/23/2015	50759	6791	Merced Sun-Star	CN PYB hearing	100-4605-0000-337	108.89
07/15	07/23/2015	50759	6791	Merced Sun-Star	Public Hearing	100-4605-0000-337	84.74
Total 50759:							761.37
07/15	07/23/2015	50760	12166	Merced Transportation	monthly service contract June 2015	325-3705-0000-336	17,961.85
Total 50760:							17,961.85

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GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice GL Account	Check Amount
07/15	07/23/2015	50761	11541	Meyers Nave	Legal Services for May 2015	100-1615-0000-335	4,245.00
Total 50761:							4,245.00
07/15	07/23/2015	50762	12282	Mid Valley Disposal Inc.	Disposal Services for Corp Yard	210-5605-0000-350	237.98
Total 50762:							237.98
07/15	07/23/2015	50763	6881	MidLand Tractor	Parts for Unit #96	305-3620-0000-301	46.10
Total 50763:							46.10
07/15	07/23/2015	50764	6966	Mobile Communications Inc.	Monthly Repeater Rental	325-3705-0000-301	84.00
Total 50764:							84.00
07/15	07/23/2015	50765	11658	National Meter & Automation Inc.	Order 7 pallets of new water meters for the Meter Installation Project.	207-7705-0000-500	16,001.28
Total 50765:							16,001.28
07/15	07/23/2015	50766	7281	NBS Government Finance	4th Qtr Admin Fees CFD 2006-1	800-8850-0000-336	1,193.38
Total 50766:							1,193.38
07/15	07/23/2015	50767	12214	NR Cleaning Services	Public Restrooms Janitorial Services	100-6620-0000-315	510.00
07/15	07/23/2015	50767	12214	NR Cleaning Services	Janitorial for Civic Center	100-1705-0000-315	1,030.00
Total 50767:							1,540.00
07/15	07/23/2015	50768	12738	Nunes, Ted	Music in the park performer for 7/23/15	100-6625-0000-336	250.00
Total 50768:							250.00
07/15	07/23/2015	50769	11956	Occupational Health Centers of	employment physical	100-2610-0000-306	130.00
Total 50769:							130.00
07/15	07/23/2015	50770	7516	Office Depot	Credit for Dividers for Budget	100-1720-0000-300	134.73-
07/15	07/23/2015	50770	7516	Office Depot	Water, Nestle 8oz, 24	100-1710-0000-300	50.08

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GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice GL Account	Check Amount
07/15	07/23/2015	50770	7516	Office Depot	supplies for Comm Dev	100-4805-0000-300	95.58
07/15	07/23/2015	50770	7516	Office Depot	Batteries for Officers Recorders	100-2610-0000-301	114.22
07/15	07/23/2015	50770	7516	Office Depot	supplies for Finance	100-1720-0000-300	272.71
07/15	07/23/2015	50770	7516	Office Depot	supplies for Finance	100-1720-0000-300	17.27
07/15	07/23/2015	50770	7516	Office Depot	supplies for Finance	100-1720-0000-300	119.44
Total 50770:							534.57
07/15	07/23/2015	50771	11772	PARS	PARS Administration	305-3620-0000-206	416.16
Total 50771:							416.16
07/15	07/23/2015	50772	7966	Platt Electrical Supply	Supplies for Fire Dept	100-2705-0000-315	39.93
Total 50772:							39.93
07/15	07/23/2015	50773	8796	S & W Auto Parts Inc.	supplies for garage	601-3615-0000-321	54.17
07/15	07/23/2015	50773	8796	S & W Auto Parts Inc.	Parts for Unit #168	305-3620-0000-320	46.20
07/15	07/23/2015	50773	8796	S & W Auto Parts Inc.	Parts for Unit #168	305-3620-0000-320	41.03
07/15	07/23/2015	50773	8796	S & W Auto Parts Inc.	Parts for Unit #168	305-3620-0000-320	87.02
07/15	07/23/2015	50773	8796	S & W Auto Parts Inc.	Return parts for Unit #168	305-3620-0000-320	87.02
07/15	07/23/2015	50773	8796	S & W Auto Parts Inc.	Parts for Unit #163	305-3620-0000-320	92.79
07/15	07/23/2015	50773	8796	S & W Auto Parts Inc.	Parts for Unit #163	305-3620-0000-320	15.08
07/15	07/23/2015	50773	8796	S & W Auto Parts Inc.	supplies for garage	601-3615-0000-321	82.57
07/15	07/23/2015	50773	8796	S & W Auto Parts Inc.	Parts for Unit #24	100-6620-0000-320	112.32
07/15	07/23/2015	50773	8796	S & W Auto Parts Inc.	supplies for FD unit 69	100-2705-0000-320	150.12
07/15	07/23/2015	50773	8796	S & W Auto Parts Inc.	Supplies for the Parks Dept	100-6620-0000-320	17.06
07/15	07/23/2015	50773	8796	S & W Auto Parts Inc.	Parts for Unit #20	325-3705-0000-320	82.57
07/15	07/23/2015	50773	8796	S & W Auto Parts Inc.	Oil and filter	100-2610-0000-320	78.16
07/15	07/23/2015	50773	8796	S & W Auto Parts Inc.	Serpentine Belt	100-2610-0000-320	39.95
07/15	07/23/2015	50773	8796	S & W Auto Parts Inc.	Parts for Unit #354	305-3620-0000-320	7.13
07/15	07/23/2015	50773	8796	S & W Auto Parts Inc.	Parts for Unit #354	305-3620-0000-320	25.79
07/15	07/23/2015	50773	8796	S & W Auto Parts Inc.	Parts for Unit #365	305-3620-0000-301	4.40
07/15	07/23/2015	50773	8796	S & W Auto Parts Inc.	Supplies for the garage	601-3615-0000-321	6.05
07/15	07/23/2015	50773	8796	S & W Auto Parts Inc.	Credit for Duplicate Invoice	100-2610-0000-320	67.01
Total 50773:							788.38
07/15	07/23/2015	50774	8836	Safety-Kleen	Serviced solvent tank at Garage	601-3615-0000-321	262.44

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GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice GL Account	Check Amount
Total 50774:							262.44
07/15	07/23/2015	50775	12736	Scoggins, Robert	deposit refund for 205 Alameda	205-0200-0000-043	20.36
Total 50775:							20.36
07/15	07/23/2015	50776	9206	Self Help Enterprises	Loan Portfolio Mgmt Services - RDA	956-9950-0000-336	1,800.00
Total 50776:							1,800.00
07/15	07/23/2015	50777	1136	Silva Ford Madera	Vehicle Repairs Unit 49	100-2610-0000-320	469.29
07/15	07/23/2015	50777	1136	Silva Ford Madera	Parts for Unit #164	305-3620-0000-320	31.69
07/15	07/23/2015	50777	1136	Silva Ford Madera	Parts for Unti #30	205-7605-0000-320	38.09
07/15	07/23/2015	50777	1136	Silva Ford Madera	supplies for Fire Dept	100-2705-0000-320	158.61
07/15	07/23/2015	50777	1136	Silva Ford Madera	supplies for Fire dept	100-2705-0000-320	10.37
Total 50777:							708.05
07/15	07/23/2015	50778	10116	Tesei Petroleum Inc.	Fuel for City from 7/1/15 to 7/10/15	325-3705-0000-320	2,910.18
Total 50778:							2,910.18
07/15	07/23/2015	50779	10131	TF Tire & Service	Tires for Unit #27	100-6620-0000-320	253.30
Total 50779:							253.30
07/15	07/23/2015	50780	12731	The Foundation Fund LLC	credit refund for 10320 Keystone	205-7605-0000-876	100.71
Total 50780:							100.71
07/15	07/23/2015	50781	10176	The Presort Center	To Process Utility & Deliquent Notices	215-1720-0000-336	306.58
Total 50781:							306.58
07/15	07/23/2015	50782	12717	The Second Floor Fund LLC	credit refund for 6637 Desert Springs	205-7605-0000-876	62.98
Total 50782:							62.98

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GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice GL Account	Check Amount
07/15	07/23/2015	50783	10356	TransUnion LLC	Basic Service Charge	425-4950-2692-333	66.00
Total 50783:							66.00
07/15	07/23/2015	50784	12044	U.S. Bank (PARS)	PARS for Payroll 7/24/15	702-0200-0000-040	147.82
Total 50784:							147.82
07/15	07/23/2015	50785	12044	US Bank PARS Acct#6746022400	PARS for 7/10/15	702-0200-0000-040	304.40
Total 50785:							304.40
07/15	07/23/2015	50786	10536	United Rentals Inc.	Boom 120' Telescopic - 1 Week	505-2710-0000-509	3,506.98
Total 50786:							3,506.98
07/15	07/23/2015	50787	10571	US BANK (I.M.P.A.C. CAL-CARD)	Cal Card Expenses for June 2015	100-4805-0000-307	610.10
07/15	07/23/2015	50787	10571	US BANK (I.M.P.A.C. CAL-CARD)	Cal Card Expenses for June 2015	100-2610-0000-305	80.00
07/15	07/23/2015	50787	10571	US BANK (I.M.P.A.C. CAL-CARD)	Purchase Olympus Recorder	100-2610-0000-301	21.60
07/15	07/23/2015	50787	10571	US BANK (I.M.P.A.C. CAL-CARD)	Cal Card Expenses for June 2015	205-7605-0000-317	70.38
Total 50787:							782.08
07/15	07/23/2015	50788	10581	USA Bluebook	Pump and plastic tubing for the Water Dept	205-7605-0000-317	654.56
Total 50788:							654.56
07/15	07/23/2015	50789	10756	Verizon Wireless	phones for Apr 24- May 23 2015	100-1610-0000-301	266.07
07/15	07/23/2015	50789	10756	Verizon Wireless	Phone Service 05/10/15-06/09/15	100-2705-0000-310	834.71
07/15	07/23/2015	50789	10756	Verizon Wireless	Cell Phones 05/10/15-06/09/15	310-3625-0000-310	626.11
07/15	07/23/2015	50789	10756	Verizon Wireless	Cell phone 05/24/15-06/23/15	100-1610-0000-301	226.83
Total 50789:							1,953.72
07/15	07/23/2015	50790	10911	Vulcan Materials	Asphalt for the Streets dept	305-3620-0000-317	333.33
Total 50790:							333.33
07/15	07/23/2015	50791	11031	West Coast Arborists Inc.	Safety trim tree on Riverside	305-3620-0000-315	165.00

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GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice GL Account	Check Amount
07/15	07/23/2015	50791	11031	West Coast Arborists Inc.	Trim 58 Palm Trees along 99 freeway	310-3625-0000-316	3,190.00
Total 50791:							3,355.00
07/15	07/23/2015	50792	11381	Zoom Imaging Solutions, Inc.	contracted services	602-1715-0000-301	784.38
07/15	07/23/2015	50792	11381	Zoom Imaging Solutions, Inc.	copier lease Fire Dept	602-1715-0000-301	30.71
Total 50792:							815.09
07/15	07/27/2015	50793	12740	Joyce Holt	Payroll for 7/5 to 7/18/15	702-0200-0000-043	197.07
Total 50793:							197.07
Grand Totals:							537,752.17

Report Criteria:  
 Report type: Invoice detail

M = Manual Check, V = Void Check

Month Day, Year

The Honorable Senator Canella  
Member, California State Assembly  
State Capitol Building, Room 5082  
Sacramento, CA 95814

**RE: SB 493 (Canella): City Council Elections  
Notice of Support**

Dear Senator Canella:

The City of Chowchilla supports your bill, SB 493, which would allow city councils to use the ordinance process to switch from an at-large to a by-district election system. Helping cities save money by avoiding a CVRA lawsuit and the costs associated with gaining voter approval on the ballot.

Since the passage of the California Voting Rights Act of 2001 (CVRA), many entities using at-large elections have increasingly found themselves faced with lawsuits asserting that racially polarized voting is occurring and demanding that district-based elections be implemented. Due to generous recovery for attorney's fees provisions in the act, we have seen cities incur extremely high legal fees with numbers ranging from the several hundred thousand to several million.

For cities, the only other alternative to litigation is submitting the proposal to the voters for approval. This is not a simple process and running items on a ballot is expensive. Additionally, there is still exposure to litigation under the CVRA if voters were to reject the measure.

The City of Chowchilla believes SB 493 would give cities a much-needed tool that can be used to address concerns under the CVRA in a more efficient and cost-effective manner.

For these reasons, the City of Chowchilla supports SB 493.

Sincerely,

John Chavez  
Mayor, City of Chowchilla.



# REPORT TO THE CITY COUNCIL

Council Meeting of August 11, 2015

<b>Agenda Section:</b>	<u>Consent</u>
<b>SUBJECT:</b>	<b>A Resolution in Support of Naming August 11 (8/11) National Safe-Digging Day</b>
<b>Prepared By:</b>	<u>Craig Locke, City Engineer/Public Works Director</u>
<b>Approved By:</b>	<u>Brian Haddix, City Administrator</u>

**RECOMMENDATION:**

Staff recommends that City Council adopt a Resolution in Support of August 11 National Safe-Digging Day.

**HISTORY / BACKGROUND:**

USA North 811 began operation in May of 1975 & incorporated as a 501 (c)(6) Non Profit Mutual Benefit Corporation in 1986. Our objective is to receive planned excavation reports from public or private excavators and to transmit those planned excavation reports to all participating utility members of USA North 811 who may have facilities in and around that excavation site. Our members will either: 1) mark or stake the horizontal path of their facility, 2) provide information about the location of their facility, or 3) advise the excavator of clearance, for facilities that they own.

Buried utilities can exist just about anywhere on a property - hence the importance of checking before digging. Damage to underground utilities can be prevented and service interruptions avoided simply by utilizing our online service Call Before You Dig Express or calling 811 two (2) business days prior to excavation. This is a 100% free service, and more importantly-it's the law. Legally, the person performing the work must have a Call Before You Dig in their name. The responsibility belongs to contractors for notification - but it could be transferred to the owner in the fine print of the contract. This is a strong case of "better safe than sorry."

California State Law 4216.6 requires a Call Before You Dig' . Failure to do so can result in fines up to \$50,000 dollars and charges for repair costs of damaged underground facility. Here are the important highlights of the law:

- Delineation of the proposed excavation site is mandatory. Mark the area to be excavated with white paint on paved surfaces or with other suitable markings.
- Contact Call Before You Dig at least two (2) full working days prior to digging.
- Your permit for digging will not be valid without a Call Before You Dig ticket number.
- If the members have facilities within the work area, they will mark them prior to the start of your excavation and if not, they will let you know there is no conflict.
- The Law requires the responsible party to hand expose to the point of no conflict 24" on either side of the underground facility before using power equipment.

Although California law requires two (2) working days notification prior to excavation, excavation due to an EMERGENCY does not require a call. It is still a good idea to prevent damaging any

other underground lines near the EMERGENCY dig site. An EMERGENCY situation does not relieve the owner of financial responsibilities for damaging underground facilities.

**FINANCIAL IMPACT:**

There is no direct cost for the 'Call Before You Dig' Program. Member utilities provide this service at no cost to contractors and homeowners.

**ATTACHMENTS:**

Resolution

**COUNCIL RESOLUTION # -15**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHOWCHILLA IN SUPPORT OF AUGUST 11 (8/11) NATIONAL SAFE-DIGGING DAY**

**WHEREAS**, the 811 “Call Before You Dig” program is a vital public education and awareness program that will help keep Californians safe, and education is the key to promoting safe digging practices; and

**WHEREAS**, excavators, homeowners, and professional contractors can save time and money while making California’s communities a safer place to live and work by dialing 811 in advance of all digging projects; and

**WHEREAS**, utility lines are often buried only a few inches underground, making them easy to strike and cause damage and harm even during shallow excavation projects; and

**WHEREAS**, more than 170,000 underground utility lines are struck each year in the United States and approximately 33 percent of all digging damages in the United States result from not calling 811 before digging; and

**WHEREAS**, undesired consequences, such as service interruption, outages, damage to public and private infrastructure and property, damage to the environment, personal injury, and death, are risked by failing to call 811 before digging or safely marking utility lines; and

**WHEREAS**, as California’s economy continues to recover from the recession and the state’s economic recovery stimulates new construction, new construction requires supporting infrastructure, and California’s underground utility infrastructure is jeopardized by unintentional damage caused by those who fail to call before digging; and

**WHEREAS**, the free notification service provided by Underground Service Alert of Northern California and Nevada has dramatically reduced the number of accidents causing property damage, personal injury, and interruption of vital services;

**WHEREAS**, California public agencies should enforce California Government Code 4216 regarding safe excavation practices, permitting and civil penalties;

**NOW THEREFORE BE IT RESOLVED**, the **CITY OF CHOWCHILLA** proclaims August 11, 2015 as National Safe-Digging Day and encourages all excavators, homeowners, and professional contractors to call 811 in advance of all digging projects.

**PASSED AND ADOPTED** by the City Council of the City of Chowchilla this 11th day of August, 2015 by the following vote to wit:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

APPROVED:

---

John Chavez, Mayor

ATTEST:

---

Joann McClendon  
Interim City Clerk

[BACK TO AGENDA](#)



# REPORT TO THE CITY COUNCIL

Council Meeting of August 11, 2015

<b>Agenda Section:</b>	<u>Deferred Business</u>
<b>SUBJECT:</b>	<b>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</b>
<b>Prepared By:</b>	<u>Ellen Moy, Transportation Planner</u>
<b>Authorized By:</b>	<u>Craig M. Locke, PE, City Engineer/Public Works Director</u>
<b>Approved By:</b>	<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 3<sup>rd</sup> grade school site and Dairyland, the 4<sup>th</sup> through 8<sup>th</sup> 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 11th day of August 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



June 17, 2015

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

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](http://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 August 11, 2015

<b>Agenda Section:</b>	<u>New Business</u>
<b>SUBJECT:</b>	<b>Consideration of Budget Adjustment for Fiscal Year 2014/2015</b>
<b>Prepared By:</b>	<u>Rod Pruett, Finance Director</u>
<b>Approved By:</b>	<u>Brian Haddix, City Administrator</u>

**RECOMMENDATION:**

Authorize the City Administrator to make a budget adjustment for FY 14/15

**HISTORY / BACKGROUND:**

The State Controller’s Office conducted an audit of the city’s Gas Tax Fund that covered Fiscal Years 2002-2013. There was only one finding from the audit (see attached Exit Conference).

Since 2011, the city has used Gas Tax funds to pay for the Streets Improvements Bond debt service payments. While Gas Tax revenue, along with Measure A and LTF revenues, were identified as revenue sources to pay for the bond at its inception, the city was not advised by bond/legal counsel that in order to use Gas Tax revenue, it required voter approval. The use of Gas Tax funds to pay the debt service payments was never voted on.

The State Controller’s Office identified ineligible debt service payments with use of Gas Tax funds in the amount of \$573,519 from FY 2010/11-2013/14. They are requesting the city reimburse the Gas Tax fund for that amount.

We can transfer the money from the General Fund into the Gas Tax fund. Since we transfer Gas Tax into our Streets and Roads fund to spend the Gas Tax, we can then transfer that money into the Streets and Roads fund. Per discussion with the auditor, the Streets and Roads fund can make the bond payment (see attached Exit conference under Recommendation section). The auditor indicated there were plenty of eligible Gas Tax expenditures in the Streets and Roads fund during FY 2010/11-2013/14 to cover transferring in the Gas Tax debt service payments made. Since the recommendation from the State Controller’s Office is to make the debt service payments out of the Streets and Roads funds, and those prior debt service payments have already been made, we can then transfer the money back to the General Fund because we are just reclassifying which fund made the debt service payment from Gas Tax to Streets and Roads. The budget amendment will be in the form of transfers in and transfers out between the General Fund, Gas Tax Fund and Streets and Roads Fund (See attached spreadsheet for the entry).

Since the 13/14 fiscal year period has been finalized and closed, the journal entry needs to be made in FY 14/15. Since the Gas Tax audit only went through FY 13/14, we are also making a budget adjustment for the FY 14/15 Gas Tax debt service payment in the amount of \$151,890.

**FINANCIAL IMPACT:**

The transfer in and transfer out accounts between funds will all increase or decrease but the overall fund balance of all the funds will remain the same. This is just a reclassification of funds used to make the debt service payments.

**ATTACHMENTS:**

State Controller's Office Exit Conference  
Budget Amendment spreadsheet

**City of Chowchilla**  
**Special Gas Tax Street Improvement Fund Audit**  
**Traffic Congestion Relief Fund Audit**  
**Proposition 1B Fund Audit**  
**July 1, 2002, through June 30, 2014**  
**S16-GTA-0002**

**EXIT CONFERENCE**

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DATE: July 28, 2015      TIME: 04:00PM      LOCATION: Chowchilla City Hall

Persons attending:

See Exit Conference Sign-in Sheet

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**DISCUSSION OUTLINE:**

- Pursuant to Government Code section 12410, we have examined the Special Gas Tax Fund Street Improvement Fund, the Traffic Congestion Relief Fund (TCRF), and the Proposition 1B Fund and other gas tax revenues and expenditures for the years under audit.
- All audit issues discussed will be subject to review and approval by the SCO's Office.
- The city will have 15 days to respond to audit comments on any draft report issued.
- Restatement of the engagement objectives and procedures performed:

The SCO engagement, for the period July 1, 2002 through June 30, 2014, was performed in accordance with Government Auditing Standards issued by the Comptroller General of the United States. The engagement was limited to performing procedures to obtain reasonable assurance that Highway Users Tax Account funds disbursed to the city were accounted for and expended in accordance with Article XIX of the California Constitution and the Streets and Highways Code.

Accordingly, we examined transactions on a test basis to determine whether gas tax funds were properly recorded in the "Special Gas Tax Street Improvement Fund" and expended only for street purpose.

**City of Chowchilla**  
**Special Gas Tax Street Improvement Fund Audit**  
**Traffic Congestion Relief Fund Audit**  
**Proposition 1B Fund Audit**  
**July 1, 2002, through June 30, 2014**  
**S16-GTA-0002**

**EXIT CONFERENCE**

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We also audited the city's TCRF Fund for the fiscal year ending June 30, 2014 to determine conformance with the California Streets and Highway Code Sections 2182 and 2182.1,

In addition, we audited the city's Proposition 1B Fund for fiscal year ending June 30, 2014 to determine conformance with Government Code section 8879.23

- There were no limitations or constraints on auditor's application of auditing procedures.
- Explained the audit report process (i.e. draft and/or final reports) and the audit appeal process.

**RESULTS OF THE AUDIT:**

For the years under audit, the city received the following revenues from the State:

Gas Tax Fund apportionments of \$4,394,946.52

Traffic Congestion Relief Fund allocations of \$443,641.72 and

Proposition 1B Fund allocations of \$554,724.34

Our audit concluded that (with the exception of item 1 below, which will appear in our Final Audit Report), the city accounted for and expended the Gas Tax Fund, the Traffic Congestion Relief Fund and the Proposition 1B Fund in compliance with requirement.

**Ineligible debt service payments:**

During FY 2010-11 through FY 2013-14, the city charged the Gas Tax Fund for ineligible debt service payments totaling \$573,519 (Principal of \$317,784 and Interest of \$255,735).

Streets and Highways Code section 21208.4 requires that the bonds be voter-approved. The city's bonds were not voter-approved, and therefore, ineligible for Gas Tax payments.

**City of Chowchilla**  
**Special Gas Tax Street Improvement Fund Audit**  
**Traffic Congestion Relief Fund Audit**  
**Proposition 1B Fund Audit**  
**July 1, 2002, through June 30, 2014**  
**S16-GTA-0002**

**EXIT CONFERENCE**

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Recommendation

The city should reimburse the Gas Tax Fund for the ineligible debt service payments of \$573,519. For future purposes, instead of transferring to the Debt Service Fund and Streets and Roads Fund, the city could transfer the sum total of the two transfers into the Streets and Roads Fund and the Streets and Roads Fund will then make the debt service payments.

In the future, the city should ensure that all debt service payments charged to the Gas Tax Fund are for voter-approved bonds and the terms is not more than 25 years.

In addition, the debt service payments should not exceed 25% of the annual gas tax fund allocations.

PRELIMINARY AUDIT FINDINGS WILL BE REVIEWED AND APPROVED BY THE SCO MANAGEMENT.

City's Response to Audit Findings:

Finding: We are waiting for the draft report to respond *RF*

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Observations (exit conference discussion only) –  
These items will not appear in the SCO audit report)**

1. Reconciliation of Equipment Listing -
2. Restricted Funds should not be allocated negative interest

**City of Chowchilla**  
**Special Gas Tax Street Improvement Fund Audit**  
**Traffic Congestion Relief Fund Audit**  
**Proposition 1B Fund Audit**  
**July 1, 2002, through June 30, 2014**  
**S16-GTA-0002**

**EXIT CONFERENCE**

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**AUDIT REPORT PROCESS:**

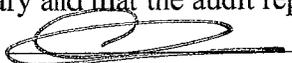
- City will have 15 days to respond to any draft report.
- A final report issued, incorporating city's response.

Approximate release date of the audit report:

- Draft Audit Report – January 30, 2016
- Final Audit Report – March 30, 2016

**OTHER COMMENTS:**

\_\_\_ The City agreed that a draft audit report was not necessary and that the audit report could be issued as final. Sign: \_\_\_\_\_

~~CTSA~~ The City agreed that a draft audit report was necessary and that the audit report could not be issued as final until a draft was written first. Sign: 

Our special thanks to Rod Pruett, Finance Director, and his staff for the diligent efforts in providing all the necessary information needed for the audit and ensuring that all audit related questions researched and answered in a timely manner.

Upon the final report issuance, our Bureau of Quality Control (QC) within the Division of Audits may send the audit liaison an electronic Engagement Customer Service Survey, using Survey Monkey®, which consists of 15 brief Questions about the engagement, customer service, and reporting.

**City of Chowchilla**  
 Special Gas Tax Street Improvement Fund Audit  
 Gas Tax Consolidated Fund Balances  
 Fiscal Year Ended June 30, 2014  
**S16-GTA-0002**

**FY 2013-14**

Gas Tax Code	Fund 101 Gas Tax	Fund 305 TCRF	Fund 305 Prop 1B
Beginning Fund Balance as of July 1, 2013	317,652.00	-	-
Revenues			
Gas Tax Apportionments	573,171.00	-	-
Interest Income	961.00		
Transfers	-		
Total	574,132.00	-	-
<b>TOTAL AVAILABLE</b>	<b>891,784.00</b>	-	-
Expenditures			
Administration	58,878.00		
Transfers to Debt Service	152,248.00		
Transfers to Projects	380,000.00	-	
Other Expenses	-		
Total	591,126.00	-	-
Ending Fund Balance Per City as of June 30, 2014	300,658.00	-	-
Audit Finding Ineligible Debt Service Payments	573,519.00	-	
Ending Fund Balance Per Audit as of June 30, 2014	<b>874,177.00</b>	-	-

City of Chowchilla  
 FY 2014/2015  
 Budget Amendment #1

<u>Account Number</u>	<u>Description</u>	<u>Debit</u>	<u>Credit</u>
100-1705-0101-7000-000	Transfer Out	573,519	
101-3606-0100-8990-000	Transfer In		573,519
101-3606-0305-7000-000	Transfer Out	573,519	
305-3620-0000-8990-101	Transfer In		573,519
305-3620-0100-7000-000	Transfer Out	573,519	
100-1600-0000-8990-305	Transfer In		573,519
101-3606-0305-7000-000	Transfer Out	151,890	
305-3620-0000-8990-101	Transfer In		151,890
915-9915-0101-8990-000	Transfer In	151,890	
101-3606-0915-7000-000	Transfer Out		151,890
305-3620-0915-7000-000	Transfer Out	151,890	
915-9915-0305-8990-000	Transfer In		151,890

[BACK TO AGENDA](#)



# REPORT TO THE CITY COUNCIL

Council Meeting of August 11, 2015

<b>Agenda Section:</b>	<u>New Business</u>
<b>SUBJECT:</b>	<b>Consideration of Budget Adjustment for Fiscal Year 2015/2016</b>
<b>Prepared By:</b>	<u>Rod Pruett, Finance Director</u>
<b>Approved By:</b>	<u>Brian Haddix, City Administrator</u>

**RECOMMENDATION:**

Authorize the City Administrator to make a budget adjustment for FY 15/16

**HISTORY / BACKGROUND:**

The State Controller’s Office conducted an audit of the city’s Gas Tax Fund that covered Fiscal Years 2002-2013. There was only one finding from the audit (see attached Exit Conference).

Since 2011, the city has used Gas Tax funds to pay for the Streets Improvements Bond debt service payments. While Gas Tax revenue, along with Measure A and LTF revenues, were identified as revenue sources to pay for the bond at its inception, the city was not advised by bond/legal counsel that in order to use Gas Tax revenue, it required voter approval. The use of Gas Tax funds to pay the debt service payments was never voted on.

Per discussion with the auditor, the Streets and Roads fund can make the bond payment (see attached Exit conference under Recommendation section). Since the recommendation from the State Controller’s Office is to make the debt service payments out of the Streets and Roads funds, we are just reclassifying which fund made the debt service payment from Gas Tax to Streets and Roads. The budget amendment will be in the form of transfers in and transfers out between the Gas Tax Fund and Streets and Roads Fund and the Debt Service Fund (See attached spreadsheet for the entry).

We are also requesting a budget amendment for the design phase of the 11<sup>th</sup> and Robertson sidewalk improvements project. The design phase of the project is going to begin in FY 15/16 but was not originally budgeted for. This project has already been approved by council.

**FINANCIAL IMPACT:**

The transfer in and transfer out accounts between funds will all increase or decrease by \$156,010 but the overall fund balance of all the funds will remain the same. This is just a reclassification of funds used to make the debt service payments.

The \$82,000 for 11<sup>th</sup> St. project is fully reimbursable from Cal Trans under the ATP grant which we have already been awarded. There is no net impact to the Streets and Roads Fund.

**ATTACHMENTS:**

- State Controller’s Office Exit Conference
- Budget Amendment spreadsheet

**City of Chowchilla**  
**Special Gas Tax Street Improvement Fund Audit**  
**Traffic Congestion Relief Fund Audit**  
**Proposition 1B Fund Audit**  
**July 1, 2002, through June 30, 2014**  
**S16-GTA-0002**

**EXIT CONFERENCE**

---

DATE: July 28, 2015      TIME: 04:00PM      LOCATION: Chowchilla City Hall

Persons attending:

See Exit Conference Sign-in Sheet

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DISCUSSION OUTLINE:

- Pursuant to Government Code section 12410, we have examined the Special Gas Tax Fund Street Improvement Fund, the Traffic Congestion Relief Fund (TCRF), and the Proposition 1B Fund and other gas tax revenues and expenditures for the years under audit.
- All audit issues discussed will be subject to review and approval by the SCO's Office.
- The city will have 15 days to respond to audit comments on any draft report issued.
- Restatement of the engagement objectives and procedures performed:

The SCO engagement, for the period July 1, 2002 through June 30, 2014, was performed in accordance with Government Auditing Standards issued by the Comptroller General of the United States. The engagement was limited to performing procedures to obtain reasonable assurance that Highway Users Tax Account funds disbursed to the city were accounted for and expended in accordance with Article XIX of the California Constitution and the Streets and Highways Code.

Accordingly, we examined transactions on a test basis to determine whether gas tax funds were properly recorded in the "Special Gas Tax Street Improvement Fund" and expended only for street purpose.

**City of Chowchilla**  
**Special Gas Tax Street Improvement Fund Audit**  
**Traffic Congestion Relief Fund Audit**  
**Proposition 1B Fund Audit**  
**July 1, 2002, through June 30, 2014**  
**S16-GTA-0002**

**EXIT CONFERENCE**

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We also audited the city's TCRF Fund for the fiscal year ending June 30, 2014 to determine conformance with the California Streets and Highway Code Sections 2182 and 2182.1,

In addition, we audited the city's Proposition 1B Fund for fiscal year ending June 30, 2014 to determine conformance with Government Code section 8879.23

- There were no limitations or constraints on auditor's application of auditing procedures.
- Explained the audit report process (i.e. draft and/or final reports) and the audit appeal process.

**RESULTS OF THE AUDIT:**

For the years under audit, the city received the following revenues from the State:

Gas Tax Fund apportionments of \$4,394,946.52

Traffic Congestion Relief Fund allocations of \$443,641.72 and

Proposition 1B Fund allocations of \$554,724.34

Our audit concluded that (with the exception of item 1 below, which will appear in our Final Audit Report), the city accounted for and expended the Gas Tax Fund, the Traffic Congestion Relief Fund and the Proposition 1B Fund in compliance with requirement.

**Ineligible debt service payments:**

During FY 2010-11 through FY 2013-14, the city charged the Gas Tax Fund for ineligible debt service payments totaling \$573,519 (Principal of \$317,784 and Interest of \$255,735).

Streets and Highways Code section 21208.4 requires that the bonds be voter-approved. The city's bonds were not voter-approved, and therefore, ineligible for Gas Tax payments.

**City of Chowchilla**  
**Special Gas Tax Street Improvement Fund Audit**  
Traffic Congestion Relief Fund Audit  
Proposition 1B Fund Audit  
July 1, 2002, through June 30, 2014  
S16-GTA-0002

**EXIT CONFERENCE**

---

Recommendation

The city should reimburse the Gas Tax Fund for the ineligible debt service payments of \$573,519. For future purposes, instead of transferring to the Debt Service Fund and Streets and Roads Fund, the city could transfer the sum total of the two transfers into the Streets and Roads Fund and the Streets and Roads Fund will then make the debt service payments.

In the future, the city should ensure that all debt service payments charged to the Gas Tax Fund are for voter-approved bonds and the terms is not more than 25 years.

In addition, the debt service payments should not exceed 25% of the annual gas tax fund allocations.

PRELIMINARY AUDIT FINDINGS WILL BE REVIEWED AND APPROVED BY THE SCO MANAGEMENT.

City's Response to Audit Findings:

Finding: We are waiting for the draft report to respond *RF*

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Observations (exit conference discussion only) –  
These items will not appear in the SCO audit report)**

1. Reconciliation of Equipment Listing -
2. Restricted Funds should not be allocated negative interest

**City of Chowchilla**  
**Special Gas Tax Street Improvement Fund Audit**  
**Traffic Congestion Relief Fund Audit**  
**Proposition 1B Fund Audit**  
**July 1, 2002, through June 30, 2014**  
**S16-GTA-0002**

**EXIT CONFERENCE**

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**AUDIT REPORT PROCESS:**

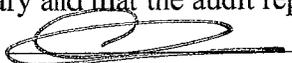
- City will have 15 days to respond to any draft report.
- A final report issued, incorporating city's response.

Approximate release date of the audit report:

- Draft Audit Report – January 30, 2016
- Final Audit Report – March 30, 2016

**OTHER COMMENTS:**

\_\_\_ The City agreed that a draft audit report was not necessary and that the audit report could be issued as final. Sign: \_\_\_\_\_

~~CTSA~~ The City agreed that a draft audit report was necessary and that the audit report could not be issued as final until a draft was written first. Sign: 

Our special thanks to Rod Pruett, Finance Director, and his staff for the diligent efforts in providing all the necessary information needed for the audit and ensuring that all audit related questions researched and answered in a timely manner.

Upon the final report issuance, our Bureau of Quality Control (QC) within the Division of Audits may send the audit liaison an electronic Engagement Customer Service Survey, using Survey Monkey®, which consists of 15 brief Questions about the engagement, customer service, and reporting.

**City of Chowchilla**  
 Special Gas Tax Street Improvement Fund Audit  
 Gas Tax Consolidated Fund Balances  
 Fiscal Year Ended June 30, 2014  
**S16-GTA-0002**

**FY 2013-14**

Gas Tax Code	Fund 101 Gas Tax	Fund 305 TCRF	Fund 305 Prop 1B
Beginning Fund Balance as of July 1, 2013	317,652.00	-	-
Revenues			
Gas Tax Apportionments	573,171.00	-	-
Interest Income	961.00		
Transfers	-		
Total	<u>574,132.00</u>	-	-
<b>TOTAL AVAILABLE</b>	<u><u>891,784.00</u></u>	-	-
Expenditures			
Administration	58,878.00		
Transfers to Debt Service	152,248.00		
Transfers to Projects	380,000.00	-	
Other Expenses	-		
Total	<u>591,126.00</u>	-	-
Ending Fund Balance Per City as of June 30, 2014	<u><u>300,658.00</u></u>	-	-
Audit Finding Ineligible Debt Service Payments	573,519.00	-	
Ending Fund Balance Per Audit as of June 30, 2014	<u><u><b>874,177.00</b></u></u>	-	-

City of Chowchilla  
 FY 2015/2016  
 Budget Amendment #1

<u>Account Number</u>	<u>Description</u>	<u>Debit</u>	<u>Credit</u>
101-3606-0305-7000-000	Transfer Out	156,010	
305-3620-0000-8990-101	Transfer In		156,010
915-9915-0101-8990-000	Transfer In	156,010	
101-3606-0915-7000-000	Transfer Out		156,010
305-3620-0915-7000-000	Transfer Out	156,010	
915-9915-0305-8990-000	Transfer In		156,010
305-3620-4007-5100-000	11th St. Construction	82,000	
305-3620-4040-8617-000	Safe Routes to Schools SR 25		82,000

[BACK TO AGENDA](#)



# REPORT TO THE CITY COUNCIL

Council Meeting of August 11, 2015

<b>Agenda Section:</b>	<u>New Business</u>
<b>SUBJECT:</b>	<b>Authorization to Extend the Landscape Maintenance Contract with Grover Landscape Services</b>
<b>Authorized By:</b>	<u>Craig Locke, City Engineer/Public Works Director</u>
<b>Approved By:</b>	<u>Brian Haddix, City Administrator</u>

**RECOMMENDATION:**

Staff recommends that City Council approve the Grover Landscape Contract Extension for an additional year of a potential 3 year extension.

**HISTORY / BACKGROUND:**

The City of Chowchilla solicited a Request for Proposal (RFP) for Landscape Maintenance Services in 2011. The RFP included the landscape areas of the City’s Lighting and Landscape Maintenance Assessment District and other landscape areas in the City. City Council awarded the contract to Grover Landscape Services, Inc. in 2013, with a contract term from December 1, 2013 through June 30, 2015. The terms of the agreement allowed for one or more 12 month extensions totaling no more than 36 months.

Grover Landscape has satisfactorily performed the required duties throughout the term of their contracts and has a proven track record of performance in the maintenance of these areas

**FINANCIAL IMPACT:**

The cost for the landscape maintenance services in this contract are extended from previous years, so there is no cost increase to the City.

**ATTACHMENTS:**

- Resolution
- Grover Landscape Contract

**COUNCIL RESOLUTION # - 15**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHOWCHILLA  
AUTHORIZATION TO EXTEND THE LANDSCAPE MAINTENANCE CONTRACT WITH  
GROVER LANDSCAPE SERVICES**

**WHEREAS**, the City of Chowchilla through the Parks, Recreation and Community Services Department has outsourced landscape maintenance services for the City Landscape Assessment District and other City Landscape Areas; and

**WHEREAS**, The City Council authorized Request for Proposals (RFP) for landscape maintenance services released in 2011 resulted in the contract executed January 24, 2012 with Grover Landscape Services Inc., having been declared the lowest price responsible bidder; and

**WHEREAS**, Section 4B of that Agreement authorizes the City of Chowchilla to exercise an option to extend the term of the contract for one or more 12- month periods not to exceed 36 months total; and

**WHEREAS**, the City Council approves the attached first 12 month Amended Agreement with Grover Landscape Services, Inc., prepared by City staff, for the continuation of landscape and maintenance services within the Landscape & Lighting Maintenance Districts.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Chowchilla does hereby resolve, find and order as follows:

1. The above recitals are true and correct.
2. Amends the agreement for landscape maintenance services with Grover Landscape Services, Inc.
3. The Acting City Administrator authorized to execute the agreement on behalf of the City.
4. This resolution is effective immediately upon adoption.

**PASSED AND ADOPTED** by the City Council of the City of Chowchilla this 11th day of August, 2015 by the following vote to wit:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

APPROVED:

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

ATTEST:

\_\_\_\_\_  
Joann McClendon  
Interim City Clerk

**CITY OF CHOWCHILLA  
PROFESSIONAL LANDSCAPE MAINTENANCE SERVICES  
AGREEMENT**

**THIS AGREEMENT**, made this \_\_\_\_ day of **August, 2015**, by and between the **CITY OF CHOWCHILLA**, a municipal corporation, hereinafter referred to as “City” and **GROVER LANDSCAPE SERVICES, INC.**, hereinafter referred to as the “Contractor”;

**AGREEMENT**

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements herein contained, it is agreed by and between the City and the Contractor as follows:

**1. Services.**

The City hereby contracts with the Contractor to perform Landscape Maintenance Services ("Services") herein set forth at the compensation and upon the terms and conditions herein expressed and Contractor hereby agrees to perform Services for said compensation in accordance with said terms and conditions.

**2. Obligations, duties and responsibilities of Contractor.**

It shall be the duty, obligation and responsibility of the Contractor, in a skilled and professional manner, to perform, furnish and supply to the City, the Services as outlined in the “Scope of Services” (Attachment B), and the Contractor Proposal (RFP Bid Forms; Attachment A; A-2 & A-3. The Maps of the Service Areas (Attachment C) which identifies the location of the areas of landscaping which are the subject of the Scope of Services. The Landscape Areas may be expanded in size and or number per mutual consent between City and Contractor.

**3. Contractor’s Performance & Agreement Term.**

The Contractor is authorized to commence work immediately upon receipt of a fully executed copy of the agreement with evidence of compliance with Sections 5.3 and 5.4 hereof. The Term of this Agreement is: **from August \_\_\_\_, 2015 through and including July 31, 2015.** Contractor will provide City with a complete list of contact information (names, emergency and mobile numbers) for the Assigned Supervisor(s) or contact people handling the maintenance services.

4. **Contractor's compensation: amount, how and when payable.**

A. **Compensation** - For all the work and services, including supplies and equipment, pertaining to the performance of the Scope of Services as shown in Attachment C from City's Request for Proposal document, which is incorporated by reference herein, City agrees to pay to Contractor and Contractor agrees to accept and receive as payment in full the compensation as contained in Attachment A: A-2 & A-3 from the 2011 proposal received in response to City's "Request for Proposal" document, which is incorporated by reference herein for each Landscape Area (Attachment B).

Contractor shall also be reimbursed for extra services that were approved in advance by City and which are in addition to the tasks called for in the Scope of Services at the rates shown for the appropriate period in Attachment A: A-2 & A-3 from the proposal received in response to City's Request for Proposal documents. *Materials provided by Contractor for the cost of irrigation repairs and replacements and weed and pest control services shall be billed to City based on the cost of the part at wholesale plus no more than a 10% markup. Extra Services must be approved by City in advance to work performed.*

B. **Monthly Progress Billings** - Contractor shall furnish City with itemized monthly progress billings for all services rendered and supplies furnished under Paragraph 2 hereof pertaining to services. Such progress payments shall be due and payable by City to Contractor within thirty (30) days after presentation of approved invoices by Contractor to City.

**City may exercise the option to extend the agreement for one or more 12-month periods not to exceed 36 months by providing Contractor with ninety (90) days written notice prior to the expiration of the current Term then in effect.**

5. **Contractor's agreement to hold harmless and insurance requirements:**

5.1. **Independent contractor.** In the furnishing of the services provided for herein, the Contractor is acting as an independent contractor and not as an employee of the City.

5.2. **Indemnification.** The Contractor agrees to indemnify and defend the City and hold its Council, boards, commissions, officers, employees, volunteers, and agents free

and harmless from and against any and all claims, lawsuits, judgments, costs, expenses and attorney's fees on account of injury to persons or damage to property arising out of or resulting from the Contractor's performance of this Agreement except for the sole negligence or willful misconduct of the City.

**A. Background Check.** Contractor agrees to pay for the cost of Live Scan fingerprinting for all employees working in the public right-of-way during the term of this agreement.

**5.3 Insurance requirement.** During the term of this Agreement, the Contractor shall pay for and maintain and provide **City** with insurance as listed below:

**A.** Comprehensive General Liability Insurance of not less than \$2,000,000 limit, with a thirty (30) day written Notice of Cancellation in favor of the City.

**B.** Worker's Compensation Insurance with a 10-day written Notice of Cancellation in favor of the City.

**C.** Automobile insurance covering automotive liability, any auto coverage, occurrence form. Coverage is to be equal to Insurance Services Office (ISO) Commercial General Liability Form CA 00 01 06 92 covering Automobile Liability, Code 1 "any auto." Automobile Liability: \$1,000,000 per accident for bodily injury and property damage. Automobile liability policies are to contain, or be endorsed to contain, the following provisions:

**i.** The City, its officers, officials, employees, and volunteers are to be covered as insured with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the contractor; and with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance, or as a separate owner's policy.

**ii.** For any claim related to this project, the Contractor's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute to it.

**iii.** Each insurance policy required by this clause shall be endorsed to read: "Coverage shall not be cancelled by either party, except after thirty

(30) days' prior written notice by certified mail, return receipt requested, has been given to the Entity.”

**5.4. Insurance Endorsement.** Said policy or policies shall include the City of Chowchilla named as additionally insured of policy or policies. The Contractor shall provide an endorsement of said insurance prior to or concurrent with the Contractor's execution and tender of this agreement.

**5.5 City provided information.** City will make available to Contractor all information known to City regarding existing conditions at the project site.

**5.6 City work.** Contractor is not responsible for the completion or quality of work, which is dependent upon or performed by the City or third parties not under the direct control of Contractor, nor is Contractor responsible for their acts or omissions or for any consequential damages resulting thereof.

**6. Attorney's fees/venue.**

In the event that any action is brought to enforce the terms of this Agreement, the Party found by the court to be in default agrees to pay reasonable attorney's fees to the successful Party in an amount to be fixed by the Court. The venue for any claim being brought for breach of this agreement shall be in Madera County.

**7. Termination of Contract.**

This Agreement may be terminated by mutual agreement at any time or it may be terminated by City after providing Contractor thirty (30) days written notice of intent to terminate the contract. Contractor may unilaterally terminate the agreement after providing City ninety (90) days written notice of intent to terminate the contract.

Notice of termination to City:

**City Administrator  
City of Chowchilla  
130 S. Second Street  
Chowchilla, CA 93610**

To the Contractor:

\_\_\_\_\_ **(Print Name)**  
**Grover Landscape Services, Inc.  
6224 Stoddard Road  
Modesto, CA 95356**

In the event of such termination, Contractor shall be paid for work completed to date of termination and any such work shall become the property of the City.

**8. Assignment.**

Neither the City nor Contractor will assign its interest in this Agreement with out the prior written consent to the other party.

**9. Complete Agreement of Parties.**

This Agreement, including attachments incorporated herein by reference, represents the entire agreement and understanding between the parties. Any modifications to this Agreement shall be in writing and signed by authorized representatives of the parties. One or more waivers of any term, condition or covenant by either party shall not be construed as a waiver of any other term, condition or covenant. This new agreement supersedes and replaces any and all prior agreements between the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement at Chowchilla, California, the day and year first above written.

**CONTRACTOR:**  
**GROVER LANDSCAPE SERVICES, INC.**

By \_\_\_\_\_  
Title: \_\_\_\_\_

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

**CITY OF CHOWCHILLA**

By: \_\_\_\_\_  
Brian Haddix, City Administrator

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

# This page is used for Attachment A: A-2, A-3 (Bid proposal 2011 RFP)

City of Chowchilla RFP-Professional Landscape Maintenance Services, October 2011

**ATTACHMENT A-2  
BID FORM**

**CITY OF CHOWCHILLA  
PROFESSIONAL LANDSCAPE MAINTENANCE SERVICES**

**BID FORM PRICING & STAFFING AND INVOICE ACKNOWLEDGEMENT**

For each Bidder must provide total monthly cost for all labor, material and supplies (tax included) as specified in this RFP. Submittals may include bids for all sections listed below or a combination of sections.

**TOTAL MONTHLY RATE**

**For the period from July 1, 2013 through June 30, 2014:**

**1. ASSESSMENT DISTRICT LANDSCAPE AREAS:**

**Section 1.1 Pheasant Run:**

a. South Fig Tree Road (South of East Robertson Blvd)	\$ 310.00
b. East Robertson Blvd. Streetscape - excluding trees over 15 ft. tall (Starting east of Gateway West Entrance to end of City limits/canal)	\$ 910.00
c. Clubhouse Drive - both sides & median (excluding trees over 15 ft tall)	\$ 520.00
d. Clubhouse Dr. Roundabout/Waterfall Landscape/Granite Falls (excluding the waterfall)	\$ 415.00
<b>Total for Section 1.1:</b>	<b>\$ 2,155.00</b>

**2. MISCELLANEOUS LANDSCAPE AREAS (Not in Assessment Landscape Areas):**

**Section 2.1 Playground Landscapes:**

a. RC Wisener Park & Playground & miscellaneous landscape surrounding playground area and Finger Islands: South of Robertson Blvd. between Trinity Ave and Orange Ave from First Street to Third Street. Playground landscape inside fenced area and turf landscape outside fenced area. Landscape areas include the park Finger Islands that surrounds the park.	\$ 160.00
b. Veterans Memorial Park Playground is located on the back side of Veterans Park at 6 <sup>th</sup> Street and West Robertson Boulevard inside a fenced area.	\$ 90.00
c. Sports & Leisure Park Main Playground located at 625 N. 15th Street. The large playground is located in the park area off 15th Street & Sonoma Ave. Landscape is inside the fenced playground.	\$ 130.00
<b>Total for Section 2.1:</b>	<b>\$ 380.00</b>

**COMBINED BID TOTALS FOR SECTIONS 1 & 2 (Above):** →

(Note that the amount derived by the evaluation committee from the amounts shown above and not the combined amount shown in the box will determine the actual amount of the bid submitted.)

**\$ 2,535.00**

**3. EXTRA SERVICES HOURLY RATE:**

→ \$ 40.00 Per Hour



## DESCRIPTION OF LANDSCAPE MAINTENANCE LOCATIONS & MAP

### 1. Landscape Maintenance District Zone Areas:

A. South Fig Tree Road: South of East Robertson Blvd. This area measures 2100 X 8' for a total approximate area of 16,800 Square feet.

B. East Robertson Blvd. Streetscape – excluding trees over 15 feet tall (Starting east of Gateway West Entrance to end of City limits/canal)

C. Clubhouse Drive: South of East Robertson Blvd.(both sides & median excluding trees over 15 ft. tall). This area measures approximately 650' X 5' X 2' for a total area of approximately 6500 square feet.

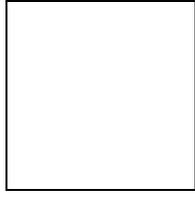
d. Clubhouse Drive Roundabout/Waterfall Landscape/Granite Falls: Roundabout Waterfall landscape (excluding the waterfall feature) along Granite Falls streetscape.

### 2. Miscellaneous Landscape areas not in the District:

A. RC Wisener Park & Playground & miscellaneous landscape surrounding playground area & Finger Islands: South of Robertson Blvd. between Trinity Ave and Orange Ave from First Street to Third Street. Playground landscape inside fenced area and turf landscape outside fenced area better identified during Mandatory Pre-bid Meeting & Walk-through. Location landscape areas include the park Finger Islands that surrounds the park.

B. Veterans Memorial Park Playground is located on the back side of Veterans Park at 6<sup>th</sup> Street and West Robertson Boulevard inside a fenced area.

C. Sports & Leisure Park Main Playground located at 625 N. 15th Street. The large playground is located in the park area off 15th Street & Sonoma Ave. Landscape is inside the fenced playground.





## SCOPE OF SERVICES

These services shall be carried out by trained service technician(s) at all times. The Contractor is responsible for all aspects of landscape maintenance during the term of the agreement. All work is to be performed during normal business hours.

In the day to day work, you are often working in parks and playgrounds. These are areas often frequented by minor children. Recent State & National events have caused laws & guidelines to be set in place to police hiring practices. As a precaution and to reassure the general public, the City of Chowchilla is assuring that the contractor follows good hiring practices, work crews are required to extend courtesy to and ensure the safety of the public while working in and around parks and playgrounds.

All parks and playgrounds are drug, tobacco and alcohol free zones.

### **Description:**

Landscape maintenance preserves and sustains the quality of a landscape. Landscapes are generally designed with a given style, formal or informal. Proper maintenance maintains the intended design concept.

### **Work Included:**

Maintenance of plantings, irrigation and drainage systems, debris removal, and other related work.

### **Quality Assurance:**

Contractor must be properly licensed and registered to perform pest and weed control work described below.

### **Site Conditions:**

Existing conditions Contractor shall inspect the entire site and be familiar with the requirements and growth habits of all existing plant material.

Environmental conditions Contractor shall advise the Parks & Facilities Supervisor of serious disease or pest problems and any other conditions which may be detrimental to the condition of the landscape.

### **Scheduling:**

Maintenance services shall be provided on a weekly basis, Monday through Saturday, between the hours of 7:00 a.m. and 6:00 p.m. A schedule of work must be provided in advance to the Parks & Facilities Supervisor.

### **Warranty:**

- A. Contractor shall furnish all supervision, labor, materials, and equipment necessary for the complete maintenance of all landscaped areas.
- B. Plant materials shall be maintained in a healthy and vigorous condition, irrigation and drainage systems kept in good working order, and the general site kept clean, and free of litter, debris, or graffiti.
- C. Contractor shall restore or replace any trees, shrubs, ground covers, lawn, perennials, annuals, or irrigation components damaged by contractor's action or lack of action.

- D. Contractor shall not be responsible for the following, unless specifically agreed upon:
1. Pruning and pest control of trees exceeding 15 feet in height;
  2. Replacement of plant material damaged or destroyed by storms, or other causes beyond the contractor's control;
  3. Thatching of turf grass areas
  4. Damage caused by rodents or other pests

**Equipment:**

Contractor shall provide and maintain all equipment necessary to properly complete the maintenance work. Equipment shall be safe, proper, efficient, and suited to, and for, the job. All cutting blades shall be kept properly sharpened. All equipment must have all required safety devices in place and in operation.

**Inspection:**

The Contractor shall, at least once a week, inspect all areas covered by an automatic irrigation system for any malfunction. Approximately thirty (30) days prior to the termination of the contract, a comprehensive test of all irrigation systems shall be made by a Public Services Department representative. Any repairs deemed the contractor's responsibility shall be made by the contractor prior to the end of the contract period.

If repairs made are not to the Parks & Facilities Supervisor or the Director of Public Works Operations or his designee's satisfaction, deductions shall be made in the final contract payment to cover the cost of eliminating the discrepancies determined by the Director of Public Works Operations or his designee.

**PRODUCTS**

**Fertilization - General**

Contractor will use a complete fertilizer (nitrogen, phosphorus, and potassium) equal to or better than Turf Gold 22-5-5. The contractor will put on fertilizer at the following times and rates:

First application of fertilizer is in early spring, second application in early fall. The rate will be one pound of nitrogen per thousand square feet, per application.

Contractor MUST submit monthly use reports to the Madera County Department of Food & Agriculture per California Department of Pesticide Regulations. <http://www.cdpr.ca.gov/docs/pur/purmain.htm>. (Division 6. Pesticides and Pest Control Operations, Chapter 1. Pesticide Regulatory Program, Subchapter 1. Definition of Terms)

**Fertilizers:**

Commercial fertilizers may be pellet, tablet, granular, or liquid form and must conform to the requirements of the California Food and Agriculture Code. Choice of fertilizers shall be based on soil fertility tests and/or the specific plant requirements.

**Pesticides:**

All pesticides MUST be registered in the State of California and conform to all requirements of the California Food and Agriculture Code.

**Herbicides:**

All herbicides MUST be registered in the State of California and conform to all requirements of the California Food and Agriculture Code.

## **Growth Regulators:**

Growth regulators must be registered in the State of California and conform to all requirements of the California Food and Agriculture Code.

## **EXECUTION**

### **Trees: (Trees under 15 feet tall only) all trees taller than 15 feet fall under the City's care)**

#### **A. Pruning**

1. All trees shall be allowed to grow to their natural genetic form and size, unless specifically accepted.
2. Tree pruning shall have two basic objectives: to promote structural strength and to accentuate the natural form and features of the tree.
3. The primary pruning of deciduous trees shall be done during the dormant season. Damaged trees or those that constitute health or safety hazards shall be pruned at any time of the year, as required.
4. Under no circumstances shall mature trees be topped nor shall young trees be stripped of lower branches ("raised up"). Lower branches shall be retained in a "tipped back" or pinched condition with as much foliage as possible to promote callipered trunk growth ("tapered trunk"). Lower branches shall be cut off only after the tree is able to stand erect without staking or other support.
5. Trees with a strong central leader and conical (pyramidal) shape generally need little or no pruning. As a rule, the single central leader shall never be or cut back, as this will create an unnatural multi-leader form and an abundance of weak vegetative growth.
6. Trees with multi-leaders or a branched main trunk system shall be pruned to select and develop permanent scaffold branches which have vertical spacing from 18 to 24 inches and radial orientation so as not to overlay one another. This is done to eliminate narrow, V-shaped branch forks that lack strength, to maintain growth within space limitations, and to maintain a natural appearance.
7. Conifers shall be thinned out and shaped only when necessary, to prevent wind and storm damage.
8. Proper side branch removal requires cutting at the main trunk just beyond the branch bark ridges.
9. All suckers and water sprouts and crisscrossing dead, diseased, broken, and heavy-laden side branches shall be removed to thin crown for less wind resistance.

#### **B. Irrigation**

1. Trees have deep root systems. Soil conditions shall be monitored closely for both under-watering and over-watering.
2. Frequency and duration of irrigation shall be dictated by the requirements of the specific trees.
3. All trees shall be probed with a soil-sampling probe to a depth of 24 inches at least every 45 days to ascertain the subsoil conditions. A saturated condition is an indication of drainage problems or excessive irrigation and shall be corrected as soon as possible.

#### **C. Fertilization**

1. Most trees shall be fertilized annually, in the spring, with a complete fertilizer.
2. Fertilization of mature trees shall be required only if the trees show a definite need for fertilization.
3. Apply fertilizer around the tree, approximately halfway between the base and drip-line, at a rate of one-half pound of actual nitrogen per inch of trunk diameter measured at four feet above the soil surface.

#### D. Staking and Guying

1. The purpose of staking and guying trees is to support and protect young trees until such time as they can stand-alone.
2. All tree stakes, guys, and ties shall be maintained to properly support the tree and shall be inspected every 90 days, to prevent girdling or chafing of trunks or branches or rubbing that may cause bark wounds.
3. Stakes and guys shall be removed when no longer required for support.

#### E. Tree wells

1. Bare soil wells shall be maintained around all trees. A circle with a radius of 12 inches beyond the bark of the tree shall be maintained free of grass, ground covers, and weeds.
2. Grasses and weeds shall be removed or sprayed with a contact herbicide (see Weed Control).

### **Shrubs and Vines:**

#### A. Pruning

1. The general objectives for pruning of shrubs and vines are to maintain growth within space limitations, to maintain a natural appearance, to eliminate diseased or damaged growth, and to select and develop permanent branches.
2. General pruning shall be done in late winter. Minor pruning may be done at any time.
3. Shrubs shall be pruned to conform to the design concept of the landscape.
4. Individual shrubs shall not be clipped into balled or boxed forms, except in formal gardens.
5. Vines shall be pruned to control growth and direction, and shall be kept “in-bounds” and not allowed to grow over windows, doors, gates, or other structural features.
6. All pruning cuts shall be made to lateral branches or buds or flush with trunk or main stem. Pinching or light heading back of terminal buds on selected shrub species promotes bushiness. To prevent legginess (sparse lower branches), shrubs shall be maintained with the lower foliage wide than the upper foliage. This practice allows more light to reach the lower foliage.

#### B. Irrigation

1. Frequency and duration of irrigation shall be dictated by the specific requirement of the shrubs and vines.
2. Soil moisture checks of representative plants in the landscape shall be made bimonthly, using a soil-sampling probe or other approved tool.
3. Consideration shall be given to the ground covers growing in shrub areas. Irrigation scheduling shall be based on the requirements of the shallowest rooted plants in the area.

#### C. Fertilization

1. Most shrubs and vines shall be fertilized annually. Plants that have reached maturity may not require annual fertilization. Plants requiring continual or annual pruning, due to space limitations or espaliering, may require more frequent fertilization.
2. All actively growing plants not yet at maturity shall be fertilized once per year in the spring (March or April). Apply an appropriate slow-release, long-lasting nitrogen fertilizer, controlled-release fertilizer, or plant tablets at the manufacturer’s recommended application rate.

**Groundcover Maintenance:**

A. Edging

1. Established ground covers bordering sidewalks or curbs shall be edged as often as necessary to provide a clean, crisp line at all times.
2. Ground covers shall not be allowed to touch or cover the crowns of shrubs and trees.

B. Irrigation

1. Ground covers shall be irrigated according to the water requirements of the plants. Because both trees and shrubs are often planted in ground cover areas, irrigation shall be made with the water requirements of all plants considered.
2. Moisture checks shall be made periodically by use of a soil probe in various ground cover areas. These checks shall be used as a guide in water requirements.

C. Fertilization

1. Fertilization shall coincide with the ground cover growing season. One application of a complete fertilizer applied in the spring, per manufacturer's recommended application rate, is generally adequate for established ground covers.
2. Young or sparse ground cover areas require a minimum of two applications of fertilizer: one in early spring and again in late spring or early summer.

D. Renovation

1. Ground covers will develop a thatch layer with age. This mat of old stems (thatch) is not only unsightly, but harbors a great number of insects, rodents, and other undesirable pests.
2. Renovation of ground covers is normally done at the end of the dormant season, and will reduce the thatch and revitalize the appearance of the ground cover.

E. Coverage

In order to establish complete coverage within a maximum of two growing seasons, ground cover plantings shall be kept healthy and actively growing with proper irrigation and fertilization.

General information: All areas planted in groundcovers shall be adequately irrigated and fertilized to maintain vigorous growth. Groundcover beds shall be periodically edged to keep them in their intended space. Groundcovers shall not be allowed to encroach into lawns, shrubs beds, or other areas deemed as undesirable by the Parks & Facilities Supervisor the Director of Public Works Operations or his designee.

Groundcover plantings shall be periodically thinned and pruned for vigorous growth and overall appearance of the site. The spaces between plants shall be regularly cultivated.

**Lawns:**

A. Mowing

1. Turfs shall be mowed weekly during the growing season and at other times as needed.
2. As a general rule, warm season grasses are mowed shorter than cool season grasses. Begin mowing at one-half inch in the spring and slowly adjust to one inch by late summer and early fall. Avoid scalping during the growing season.
3. Clippings shall either be caught or vacuumed from the lawns.

## B. Edging

1. All lawn edges along sidewalks and curbs, as well as shrub or ground cover border areas, shall be edged at least every two weeks during the active growing season, March through October, and as required for appearance for the remainder of the year.
2. Edging shall be performed with a blade type mechanical edger. The cut edge shall appear as a clean, smooth line.
3. Obstacles within the lawn areas shall be edged to maintain a grass-free clear space of two inches in width.
4. Lawn sprinkler heads shall only be edged to allow for proper distribution of water.

## C. Irrigation

1. Lawns shall be irrigated at such frequency, as weather conditions require. Soil moisture within the root zones shall remain constant and adequate during the growing season.
2. Lawns shall not be watered on the day prior to mowing. Wet soil conditions usually promote disease and soil compaction.
3. Lawns shall be irrigated at night or early morning. Wherever possible, intermittent applications during the irrigation period shall be used to increase penetration, eliminate runoff, and comply with City of Chowchilla regulations.

## D. Fertilization

1. Depending on type of grass, normal requirements of actual nitrogen are five to nine pounds per 1,000 square feet per year.
2. Availability of nitrogen shall be as even as possible. Not more than one pound per month shall be applied during the growing season.
3. Fertilizers shall be applied per the manufacturer's recommendations.

## **Irrigation Systems:**

### A. General

1. Proper irrigation system maintenance shall include the overall supervision of the system, controller scheduling, routine adjustments, and necessary repairs.
2. Failure of the system to provide full and proper coverage shall not relieve the Contractor of providing adequate coverage.

### B. Controller Scheduling

1. A qualified person shall be completely responsible for operating the irrigation systems, with the duties of adjusting controllers, observing the effectiveness of the irrigation system, and making minor adjustments to the system.
2. The irrigation programs shall be adjusted to conform to plant requirements, soil and slope conditions, weather, and change of season, within the limitations of the system.
3. Water shall not be applied at a rate higher than the infiltration rate of the soil.
4. A soil sampling probe and/or tension meter shall be used regularly to evaluate actual soil moisture levels and irrigation schedule.
5. Automatic irrigation controllers shall be rescheduled, as necessary, to avoid water waste and runoff, and shall be turned off during periods of rain.
6. In windy areas the controllers shall be set to operate during periods of low wind velocity.
7. Watering schedules shall be arranged so as not to interfere with the use of the facility.
8. A chart shall be maintained to record current irrigation programs including day, times, and length of watering for each station and program for each controller.

C. System Maintenance

1. The irrigation system shall be maintained for optimum performance. This shall include cleaning and adjusting all sprinkler heads and valves for proper coverage.
2. Inspections of the irrigation system, in operation, shall be made weekly or as needed during summer months, April through October, and biweekly November through March, to detect any malfunctioning of the system.
3. All malfunctioning equipment shall be repaired prior to the next scheduled irrigation.
4. All replacement heads shall be of the same manufacturer, type, and application rates.

**Drainage Systems:**

- A. Good drainage is essential for healthy and vigorous plant growth, and systems must be routinely checked for blockage which could cause ponding, flooding, and excessive saturation of the soil and plant root zones.
- B. Surface drainage swales shall be kept free of leaves, debris, and sediment accumulations.
- C. Underground drainage systems shall be flushed with water at least twice a year, summer and winter, to avoid plugged pipes.

**Disease and Pest Control:**

- A. All chemicals MUST be applied under the strict supervision of a licensed and qualified pest control applicator, per the manufacturer's recommended label application procedures, and the laws regulating pesticide application.
- B. Plants and lawns shall be maintained in healthy condition such that they are able to withstand minor disease and insect damage without controls. Routine applications of pesticides are not permitted, as this practice destroys natural predator-prey relationships in the environment.
- C. In general, incidence of serious disease and insect problems shall be minimized by proper fertilization and irrigation practices.
- D. Where unusually high infections or infestations occur, an accurate identification of the disease or insect shall be made and the control product selected with care, prior to application.
- E. Insecticidal soaps shall be utilized whenever possible.
- F. Snails and slugs shall be controlled with recommended baits and sprays.
- G. Rodents such as gophers and moles shall be trapped or controlled with approved baits.

**Weed Control:**

- A. Use of Herbicides – Herbicides may be used to control and inhibit weed growth, but must be selected with extreme care. Pre-plant, pre-emergent, contact, and trans-located herbicides are available. Some herbicides can cause damage to plant material. Herbicides must be applied in strict accordance with manufacturer's label application procedures.
- B. Tree Wells – Contact herbicides may be used to control the growth of weeds and grasses in tree wells but shall not be used more than once a month. Avoid spray contact with the tree bark. Pre-emergent herbicides may be used. Caution must be exercised to avoid damage to adjacent lawns or ground covers.

C. Shrub and Ground Cover Areas – Shrub and ground cover areas shall be maintained free of weeds and grasses. Herbicides may be used to control weed growth. Careful consideration shall be given to the choice of materials used, since some herbicides do damage to turf grass and some ground covers. Contractor shall use caution in application in areas adjacent to lawns or ground covers.

D. Lawns

1. Weeds infestations shall be discouraged by proper maintenance, including but not limited to proper mowing, proper watering, and proper fertilization.
2. Any and all deficient practices shall be corrected.
3. Before selecting and applying herbicides to lawns, the type of weed shall be carefully identified.
4. Herbicides shall be used as little as possible. Only when necessary shall herbicides be used as a means of swinging the weed-grass competition in favor of the turf grass.

E. Other Weed Control – Weeds shall not be allowed to grow in paved areas such as driveways, curbs, walks, and paths. Weeds can be removed manually or herbicides may be used for control. The use of weed oil, diesel fuel, or other staining or damaging materials is not allowed. Dead weeds shall be removed from all pavements.

**Debris Removal:**

- A. Litter and trash including but not limited to leaves, rubbish, papers, bottles, cans, and other debris shall be removed from all areas of the site, *including the landscape, streetscape, sidewalk, curb and gutter* on a weekly basis. (Amended 11/4/11)
- B. Graffiti shall be removed as reported, using paint or approved remover. Only paint matching the existing surface shall be used. Graffiti shall be block painted to maintain appearance.
- C. All refuse from the maintenance operation shall be disposed of properly.

[BACK TO AGENDA](#)



# REPORT TO THE CITY COUNCIL

Council Meeting of August 11, 2015

**Agenda Section:** New Business

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

**Prepared By:** Joann McClendon, Interim City Clerk

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

**Approved By:** Brian Haddix, City Administrator

## RECOMMENDATION

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

## HISTORY / BACKGROUND

In 2000 the Council adopted what was then APP.F2.2 a Procurement Policy, setting the policies and procedures regarding procurement to provide more detailed guidelines than are contained within the Municipal Code. October 28, 2014 the Council approved an amendment increasing the limit for the formal bid process from \$10,000 to \$30,000 and on March 10, 2015 Council approved increasing Department Head Authority from \$750 to \$5,000

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

1. **Purchasing Authority**
  - a. **\$1,000.00 or Less.** Individual employees with prior approval of their Department Head may purchase up to \$1,000.00.
  - b. **\$1,001.00 - \$5,000.00** Department Heads (or authorized designee as approved by the City Administrator) must sign all Purchase Orders.
  - c. **More than \$5,000.00** Purchases over \$5,000.00 require the prior approval of the City Administrator.
2. **Purchasing Procedure**
  - a. **Less than \$50.00.** Purchases totaling less than \$50 and purchased from Suppliers other than those listed under the Open PO Supplier listing, shall be made using petty cash
    - i. **Use An Advance Or Reimbursement.** The employee making the purchase shall request an advance or reimbursement from the appropriate petty cash fund. (See Petty Cash Procedures herein.)
  - b. **\$1,000.00 or Less.** Purchases totaling \$1,000.00 or less may be made with Open PO Suppliers (Finance maintains a list). If an open purchase order does not exist for the Supplier you want to use, submit a Purchase Order Request, approved by a Department Head, to Finance for a Purchase. All Purchase Order Requests over \$1,000.00, must be pre-approved by the appropriate Department Head.

Staff is requesting to increase the purchasing level when an individual Purchase Order is needed from \$300.00 to \$1,000.00. This affects 1a, 1b and 2b above. When reviewing the policy staff found the Purchasing Authority was below common practice and was limiting and time consuming for staff implementation. Controls are in place in the general ledger software to alert staff if an expense is going to be over budget and requires a password to continue and staff monitors budget vs actual with monthly reports to ensure expenditures in excess of the approved budget do not occur without a properly authorized budget amendment.

**FINANCIAL ANALYSIS**

There should be no significant financial impact.

**ATTACHMENTS**

Resolution

Policy

**COUNCIL RESOLUTION # -15**

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

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

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

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

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

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

**PASSED AND ADOPTED** by the City Council of the City of Chowchilla this 11th day of August, 2015 by the following vote to wit:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

APPROVED:

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

ATTEST:

\_\_\_\_\_  
Joann McClendon  
Interim City Clerk

*City of Chowchilla*

ADMINISTRATIVE POLICY and PROCEDURE MANUAL

**PROCUREMENT**

Section:	Finance	Date:	October 2014
Subject:	Purchasing	Supersedes:	January 2000
Ref:	CPP – F2.2	Council Approval:	Reso. # 88-14
Applies to:	All Employees	Administrator Approval:	
Page:	1 to 55	Exhibits:	A-J Attached

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

**PURPOSE**

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

**APPLICATION**

***Adoption Of Purchasing System***

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

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

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

***Appropriated Funds***

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

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

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

***Personal Purchases Prohibited***

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

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

#### **RESPONSIBILITY FOR ENFORCEMENT**

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

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

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

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

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

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

## DEFINITIONS

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

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

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

## CHAPTER 1

### Authority To Purchase

#### *Section I - Governing Body*

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

#### *Section II - City Administrator*

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

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

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

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

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

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

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

## CHAPTER 2

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

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

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

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

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

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

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

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

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

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

1. **Purchasing Authority**
  - a. ~~\$3001,000.00~~ **or Less.** Individual employees with prior approval of their Department Head may purchase up to ~~\$3001,000.00~~.
  - b. ~~\$3003011001.00~~ - ~~\$7505,000.00~~ Department Heads (or authorized designee as approved by the City Administrator) must sign all Purchase Orders.
  - c. **More Than** ~~\$7505,0001.00~~ Purchases over ~~\$75052,000.00~~ require the prior approval of the City Administrator.
2. **Purchasing Procedure**
  - a. **Less than** ~~\$3050.00~~. Purchases totaling less than ~~\$30-50~~ and purchased from Suppliers other than those listed under the Open PO Supplier listing, shall be made using petty cash
    - i. **Use An Advance Or Reimbursement.** The employee making the purchase shall request an advance or reimbursement from the appropriate petty cash fund. (See Petty Cash Procedures herein.)
  - b. ~~\$3001,000.00~~ **Or Less.** Purchases totaling ~~\$3001,000.00~~ or less may be made with Open PO Suppliers (Finance maintains a list). If an open purchase order does not exist for the Supplier you want to use, submit a Purchase Order Request, approved by a Department Head, to Finance for a Purchase. All Purchase Order Requests over ~~\$3001,000~~ ~~but less than \$750,~~ must be pre-approved by the appropriate Department Head.
3. **Local & Recycled Preferences.** Apply local and recycled materials preferences (Chapter 2, Sections IV and V below) when appropriate.

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

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

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

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

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

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

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

See Chapter 5 for exceptions to these procurement procedures.

## CHAPTER 3

### Purchases Exceeding \$30,000.00

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

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

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

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

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

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

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

**Section II - Formal Competitive Sealed Proposals**

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

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

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

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

## CHAPTER 4

### Designated Professional Services

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

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

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

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

## CHAPTER 5

### Exceptions To Competitive Procurement Procedures

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

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

#### *Section II - Cooperative Agreements*

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

#### *Section III - Piggyback Purchases*

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

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

***Section IV - Standardization***

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

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

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

***Section VI - Emergency Procurements***

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

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

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

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

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

## CHAPTER 6

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

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

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

## CHAPTER 7

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

#### *Section I - Public Projects*

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

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

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

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

## CHAPTER 8

### Debarring Of Bidders

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

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

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

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

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

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

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

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

## CHAPTER 9

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

#### *Section I - Rights*

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

#### *Section II - Duties*

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

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

## CHAPTER 10

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

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

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

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

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

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

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

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

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

**11. Price Adjustments**

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

**Section III - Provisions**

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

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

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

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

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

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

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

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

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

## CHAPTER 11

### Specifications

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

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

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

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

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

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

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

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

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

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

## CHAPTER 12

### Internal Purchasing Forms

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

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

#### *Section II - Purchase Order*

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

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

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

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

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

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

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

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

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

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

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

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

**Section V - Petty Cash Purchase**

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

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

Currently, the Petty Cash Fund assignments are as follows:

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

See Exhibit C for responsible positions.

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

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

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

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

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

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

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

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

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

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

#### **Cal Card**

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

## CHAPTER 13

### Miscellaneous Procedures For All Purchases

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

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

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

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

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

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

#### *Section IV - Public Auction*

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

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

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

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

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

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

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

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

#### **Section VII – Bid List**

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

**Exhibit A**

**Open Purchase Order Suppliers**

- Bohnert's Auto Supply
- Chowchilla Auto Parts
- Chowchilla Feed
- Chowchilla Home Center
- Cornaggia's Bakery
- Ewing Irrigation
- Farmers Hardware
- Home Lumber
- Ralls & Ladd Tire
- S & W Auto Parts
- Schoettler Tire

Other authorized Suppliers as approved by Administration.

## Exhibit B

### Credit Cards

<del>Biz Mart</del>	<del>Orchard Supply Hardware</del>
CalCards	Save Mart
Costco	Shell Oil
<del>Fiseco</del>	Staples
<del>Office Depot</del>	Union 76
<del>Office Max</del>	Wells Fargo MasterCard
<del>Lowes ?</del>	Home Depot?

Formatted: Justified, None

## Exhibit C

### Responsible Positions For Petty Cash Funds

Police Department Petty Cash	Police Chief
Finance Change Fund	Account Clerk I
Finance - Second Change Fund	Account Clerk II
City Hall Petty Cash	Account Clerk I
Public Works Petty Cash	Clerk Technician
<u>Parks &amp; Recreation Administration</u> Petty Cash	<u>Program</u>
<u>Coordinator</u> <del>  </del> <u>Deputy City Clerk</u>	

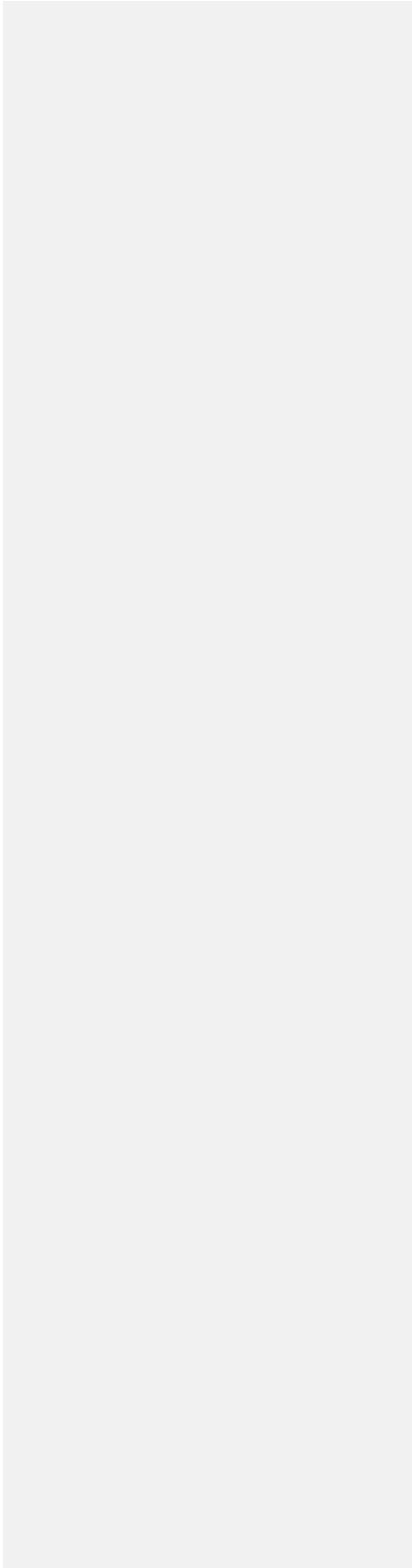
**Exhibit D**

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

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

**Exhibit F**  
**Purchase Order Request**

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



**Exhibit H**  
**Non-Construction**  
**Checklist & Bid Master**

**Exhibit I**  
**Construction**  
**Checklist & Bid Master**

**Exhibit J**  
**Bid & RFP Samples**

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# REPORT TO THE CITY COUNCIL

Council Meeting of August 11, 2015

<b>Agenda Section:</b>	<u>New Business</u>
<b>SUBJECT:</b>	<b>Consideration of Extension of Audit Services with Price Paige &amp; Company for Fiscal Year End June 30, 2015</b>
<b>Prepared By:</b>	<u>Rod Pruett, Finance Director</u>
<b>Approved By:</b>	<u>Brian Haddix, City Administrator</u>

**RECOMMENDATION:**

Authorize the City Administrator to execute all related documents for an extension of audit services by Price Paige & Company for the year ending June 30, 2015.

**HISTORY / BACKGROUND:**

Price Paige & Company (PPC) currently provides audit services for the City of Chowchilla. The city previously awarded PPC with a contract for audit services, through a formal Request for Proposal (RFP) process, for a 3 year period that ended in FY 11/12. In February 2013 Council granted PPC with a 2 year extension through FY 13/14. The State Controller's Office recommends rotating auditors every 6 years and the FY 14/15 extension will be PPC's 6<sup>th</sup> year, so it falls within the recommended guidelines.

With the implementation of GASB's 34 and 68 in FY 14-15, there will be a lot of time and effort required for the year end process. GASB 34 relates to the city implementing a Fixed Asset tracking and reporting system city wide and GASB 68 relates to the recording of the city's unfunded pension liabilities. With the complexity of the two GASB implementations it would be beneficial to have our current auditors (PPC) provide guidance and recommendations to avoid any potential audit findings. PPC has provided the city with excellent services over the past five years and their knowledge of the city and its staff will provide for a seamless process to implement GASB's 34 and 68.

Staff is also working on numerous RFP's for city services and the time needed to go out for RFP for audit services would be challenging. The Fiscal Year 14/15 has already ended and by time we get results back from an RFP and select an audit firm, it would be late in the year. This would not allow staff to receive guidance and recommendations in regards to the implementation of GASB 34 & 68 in a timely manner. Also, most firms will have already set their audit schedule by this time of the year and it could be tough to fit in a new client.

**FINANCIAL IMPACT:**

The FY 13/14 audit had a cost of \$61,715. The city budgeted \$62,500 in FY 14/15 for anticipation of a slight increase, which is normal from year to year. Due to minimal Adjusting Journal Entries made and a reduction of staff time needed for the FY 13/14 audit on PPC's part, they have offered to reduce the FY 14/15 audit fees by approximately \$9,000.

**ATTACHMENTS:**

None



# REPORT TO THE CITY COUNCIL

Council Meeting of August 11, 2015

<b>Agenda Section:</b>	<u>New Business</u>
<b>SUBJECT:</b>	<b>Authorization to Prepare and Release a Request for Proposal for Grant Seeking, Grant Writing &amp; Lobbying Services</b>
<b>Authorized By:</b>	<u>Rod Pruett, Finance Director</u>
<b>Approved By:</b>	<u>Brian Haddix, City Administrator</u>

**RECOMMENDATION:**

Council approves staff going out for Request for Proposal for Grant Seeking, Writing, and Lobbying Services.

**HISTORY / BACKGROUND:**

The City of Chowchilla would like to streamline our system for grant seeking, writing, and lobbying services. Currently the City of Chowchilla pays California Consulting \$2,500 per month (\$30,000 annually) and their contract is up in September 2015. Currently we have one part time employee that costs approximately \$24,000 a year.

The city has not done a Request for Proposal for many years. Staff would like to use the Request for Proposal process to explore what is available and if a cost savings could be generated by a firm that could consolidate all the services from seeking out the grants to writing the grants and to lobby and follow up on grants submitted on behalf of the City.

**FINANCIAL IMPACT:**

At this time there is no fiscal impact. Once the RFP's are received back, a recommendation will be made to the City Council.

**ATTACHMENTS:**

None



# REPORT TO THE CITY COUNCIL

Council Meeting of August 11, 2015

<b>Agenda Section:</b>	<u>New Business</u>
<b>SUBJECT:</b>	<b>Authorization to Prepare and Release a Request for Proposal for Broker of Health Insurances</b>
<b>Authorized By:</b>	<u>Rod Pruett, Finance Director</u>
<b>Approved By:</b>	<u>Brian Haddix, City Administrator</u>

**RECOMMENDATION:**

Council approves staff going out for Request for Proposal for Employee Health Insurance and Benefit Broker Services.

**HISTORY / BACKGROUND:**

The current City broker Keenan and Associates charges the City of Chowchilla \$1,200 a month for Health Insurance Administration. They also charged the City of Chowchilla \$3,000 to set up the HRA services. In discussion with other service providers, these fees are normally part of the broker fees that are paid by insurance companies directly to brokers. The city is also paying for Broker services through Alliant, who is contracted through our self-insured health insurance pool SDRMA. Alliant is receiving the broker fee from SDRMA and we are paying additional broker fees to Keenan. Keenan also receives direct compensation for the Dental/Life and the Vision insurances. We don't see the need to pay for 2 brokers.

City staff has handled numerous insurance issues internally due to the fact that staff has received many complaints from employees regarding the response from the broker. The biggest complaint has been that the broker does not respond to them or they get different answers. In some cases staff has had to handle issues directly with the insurance companies.

Employees who use the medical insurance are unhappy with the fragmented system and with all of the changes that keep being made to try to fix the broken system. The current medical insurance contract ends December 31, 2015. The current broker contract ends January 31, 2016 but has a clause that the City of Chowchilla must give a 60 day written notice to cancel the contract.

Once the RFP is completed the staff will bring its recommendations to council to execute a contract with the broker.

**FINANCIAL IMPACT:**

By going out to RFP, the City anticipates saving approximately \$7,200 for fiscal year 15/16 and \$14,400 for future years. This savings could be put toward better insurance coverage for employees.

**ATTACHMENTS:**

None



# REPORT TO THE CITY COUNCIL

Council Meeting of August 11, 2015

<b>Agenda Section:</b>	<u>New Business</u>
<b>SUBJECT:</b>	<b>Authorization to Prepare and Release a Request for Proposals to Redesign the City of Chowchilla’s Web Site</b>
<b>Prepared By:</b>	<u>Harry Turner, Fire Chief/IT Supervisor &amp; Marty Piepenbrok, Community Relations Manager</u>
<b>Approved By:</b>	<u>Brian Haddix, City Administrator</u>

**RECOMMENDATION**

Authorize staff to prepare and send out RFP for web site design and update

**HISTORY / BACKGROUND**

The City of Chowchilla’s web site was developed in early 2000’s using Microsoft Frontpage software and was maintained using the same software. Frontpage is no longer available as a product nor is it any longer supported by Microsoft. The current accepted software is Adobe Dreamweaver. Because of the outdated software the web site is not current with available and commonly used coding and style standards to create a viable, useful and user-friendly web experience that presents the City as a professional organization, nor allows the City to present the level of quality information that is desired by the public and the business community. Further, the current web site is extremely large encompassing nearly 3,000 individual files. Some design changes have been implemented to reduce the number of pages and to eliminate duplication of information on multiple pages that sometimes conflicts with each other. Staff remains challenged to find all of the invalid links due to the size of the web site and the design structure that limits easily editable links and details. In summary, a complete redesign of the current web site is required to make it fluent with today’s technology and user experience. Additional features such as a searchable calendar, properties database, etc., are planned to be added to the web site as part of the redesign.

A critical feature of the City’s website is the message it conveys to a user. If the user is a prospective business, the website needs to provide a one-stop-shop for available locations to site a business, the process of locating a business in Chowchilla, the incentives that make our city more attractive than neighboring cities for business locations, and an electronic portal for submitting plans and permits.

If the user is a Chowchilla resident, the webpage needs to be friendly, simple, and effective in addressing their needs. This may range from getting permits, paying bills, reading meeting agendas, finding out about city events, downloading our newsletter, to knowing who to call when there is a question. Our webpage is the “face” we put on Chowchilla. It needs to be friendly, informative and look professional.

While existing staff have some capabilities to manage the web site, they neither possess the complete skillsets required, nor the amount of time needed, to complete a total redesign. They will have the skills to add and update pages once the newer site is designed.

**FINANCIAL IMPACT**

No financial impact at this time other than staff time to develop the RFP. Once proposals are received staff will bring back those results for Council consideration.

**ATTACHMENTS**

None



# REPORT TO THE CITY COUNCIL

Council Meeting of August 11, 2015

<b>Agenda Section:</b>	<u>New Business</u>
<b>SUBJECT:</b>	<b>Consideration of a Council Resolution Reestablishing the Position of Director of Community and Economic Development and the Salary for Said Position</b>
<b>Prepared By:</b>	<u>Brian Haddix, City Administrator</u>
<b>Approved By:</b>	<u>Brian Haddix, City Administrator</u>

**RECOMMENDATION**

That the Chowchilla City Council, by motion, approves the resolution re-establishing the position of Director of Community and Economic Development and the salary for the said position.

**HISTORY / BACKGROUND**

At the July 14, 2015 Chowchilla City Council, direction was provided to staff to bring back to Council the reinstatement of a stand along position for Director of Community and Economic Development.

Prior to that direction, the Chowchilla City Council had approved a resolution on January 27, 2015, 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 this action made good fiscal sense, 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 be at the salary schedule previously adopted by the City Council. While fiscal year 2016/17 is anticipated to have a larger General Fund, coverage for this position in Fiscal Year 2015/16 will come from positions that have been budgeted but not filled. Furthermore, by the time this position is filled, there would only be a need to cover one half or two thirds of the actual cost of the position. Full cost of this conversion is calculated to be approximately \$106,000. Going forward, it is expected that the activities of a Director of Community and Economic Developer will strengthened the City's economy, thereby helping to pay for its position.

### **ATTACHMENTS**

Resolution

Job Description

**COUNCIL RESOLUTION # -15**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHOWCHILLA, CA RE-ESTABLISHING THE POSITION OF COMMUNITY AND ECONOMIC DEVELOPMENT DIRECTOR**

**WHEREAS**, Section 37206 of the Government Code required the City Council to prescribe the time and method of paying salaries and wages of employees of the City; and,

**WHEREAS**, the City of Chowchilla wishes to re-establish the position of Economic and Community Development Director; and,

**WHEREAS**, by re-establishing the position, the City may begin recruitment for the position; and,

**WHEREAS**, the City of Chowchilla has an established salary range for the position of Community and Economic Development Director; and,

**WHEREAS**, 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.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Chowchilla hereby approves this resolution re-establishing the position of Director of Community and Economic Development and the salary for the said position to begin recruitment immediately.

**PASSED AND ADOPTED** by the City Council of the City of Chowchilla at a regular meeting held on the 11th day of August, 2015 by the following vote to wit:

**AYES:**

**NOES:**

**ABSTAINS:**

**ABSENT:**

APPROVED:

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

ATTEST:

\_\_\_\_\_  
Joann McClendon  
Interim City Clerk

**CITY OF CHOWCHILLA**  
**Job Description**

<b>DEPT: Community Development</b>	<b>DATE: August 2015</b>
<b>TITLE: Director of Community and Economic Development</b>	<b>Supersedes: July 25, 2011</b>
<b>JOB #:</b>	<b>TOTAL PAGES: 3</b>
<b>SALARY RANGE: M-4</b>	<b>ASSOCIATION: N/A</b>

**A. PURPOSE:**

Under the administrative direction of the City Administrator, the Community and Economic Development Director plans, organizes, directs and coordinates the City's community and economic development program; represents the City in matters of economic development; and performs related work as required.

**B. DISTINGUISHING CHARACTERISTICS:**

This is a department head position under the direction of the City Administrator, and coordinator of the City's efforts in promoting community and economic development. The incumbent reports to the City Administrator who also serves as Executive Director of the Successor Agency to the Redevelopment Agency. The incumbent serves as liaison with local, state and federal economic development agencies, and brings various program activities together into a City-wide coordinated and planned economic development strategy. The Community and Economic Development Director acts with a high degree of independence of action in the assigned area of responsibility to attain objectives according to policy guidelines. The incumbent is expected to develop methods and procedures and solve problems encountered. Except where a deviation in policy is involved, most work is not reviewed directly by supervisor and when work is reviewed, the review is directed toward final outcomes and results

**C. ESSENTIAL FUNCTIONS:**

Directs and coordinates the City's economic development efforts that may include financing, site selection, supplemental outreach recruitment, and existing business expansion and development entitlement assistance. Prepares and recommends the City's economic development policy goals and implementation plans. Serves as liaison with other local, state and federal agencies responsible for economic development activities. Manages developer selection process and negotiates developmental agreements for commercial and industrial projects. Manages permit processing, planning, building plan checking and inspections, code enforcement, historic preservation, and development engineering.

Directs research and preparation of various reports, proposals, and studies. Chairs committees comprised of key employees from other City departments in

order to respond in a coordinate manner to the development needs of applicants. Represents the City at various meetings. Performs related work as required.

**D. ESSENTIAL RESPONSIBILITIES:**

Knowledge of:

- Principles and practices of economic development efforts that may include financing, site selection, business outreach and recruitment, existing business expansion, and development entitlement assistance;
- Methods and techniques of permit processing, building inspection and code enforcement;
- Laws, ordinances and regulations governing the operation of municipal government;
- Management theory and practice;
- English usage, spelling, grammar and punctuation;
- Appropriate safety precautions and procedures.

Ability to:

- Plan, organize and administer comprehensive economic development programs;
- Coordinate a task force designed to respond to developmental needs of applicants;
- Prepare comprehensive reports, make effective oral presentation and maintain effective public relations;
- Exercise good judgement in the handling of municipal affairs;
- Formulate and administer budget;
- Operate a vehicle observing legal and defensive driving practices;
- Establish and maintain effective relationships with those contacted in the course of work.
- Deal with a wide variety of planning, building and code/zone customers and reaching a satisfactory resolution to difficult and complex problems.
- Maintain confidentiality and determine what information can be dispensed.
- Coordinate with various departments for plans and permits review.

Performance of Others: Functional supervision of personnel in the department with regards to scheduling inspections, computerized data entry, permit issuance, public relations, complaint, planning and community and economic development conditions and monetary follow-up.

Physical Demands and Working Conditions:

- Strength; light work – lifting, carrying and/or pushing 25 pounds maximum.
- Incumbents are required to attend periodic evening meetings.
- Incumbents are required to travel within and out of City to attend meetings.

**E. PREREQUISITES:**

Experience:

Three years increasingly responsible experience in managerial-level work in economic/business development and municipal services.

Education:

Equivalent to a Bachelor's degree from an accredited college or university with major course work in business administration, urban planning, economics or a closely related field. A Master's degree in one of these fields is desirable.

Licenses, Registrations, Accreditation, etc.:

Possession of a valid California driver's license and a satisfactory driving record are desirable.

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# REPORT TO THE CITY COUNCIL

Council Meeting of August 11, 2015

<b>Agenda Section:</b>	<u>New Business</u>
<b>SUBJECT:</b>	<b>Consideration of a Council Resolution Authorizing a 50% Annual Rebate of the City’s Share of General Sales Taxes for the First Three Years of Operation to Businesses that Occupy Vacant Buildings in the City of Chowchilla between August 11, 2015 and December 31, 2016</b>
<b>Prepared By:</b>	<u>Brian Haddix, City Administrator</u>
<b>Approved By:</b>	<u>Brian Haddix, City Administrator</u>

**RECOMMENDATION**

That the Chowchilla City Council adopt the Resolution authorizing a 50% annual rebate of the City’s share of general sales taxes for the first three years of operation, to businesses that occupy vacant buildings in the City of Chowchilla between August 11, 2015 and December 31, 2016.

**HISTORY / BACKGROUND**

Vacant buildings create problems for a city by attracting increased vandalism and making the areas in which they are located appear to be undesirable and risky for business. Rapid reoccupation of vacant buildings will prevent this from happening and would preserve and possibly increase job opportunities available to Chowchilla residents.

Incentives, in general, are not the primary cause for a business to locate in a particular city. However, if two or more cities are similarly attractive to a business, incentives can be an effective persuasion for getting the business to locate in the city that provides the incentives.

Sales tax rebates, in particular, have long been used by cities as a tool to persuade business owners to choose their city over another location that is similarly qualified. The primary purpose and effect of incentives is to get the attention of prospective businesses, and to persuade them that we are serious about business and are willing to go the extra mile to do business with them.

In a continuing effort to facilitate the creation of additional jobs and economic growth in the City of Chowchilla, and to eliminate the potential blight caused by vacant commercial buildings, staff is proposing that Chowchilla lower the cost of doing business for the first three years for a new business that locates in a vacant building in the City of Chowchilla, by rebating to the business 50% of the City’s share of general sales taxes during the businesses’ first three years of operation. The City’s Finance Director will use the official general sales tax reports to determine the amount of annual payments. Payment will consist of 50% of the amount of new general sales tax revenue actually received by the City as a result of the new businesses’ operations. Sales tax calculations will begin with the first full quarter of operation following business startup.

**FINANCIAL IMPACT**

The upside of this program stems from the premise that vacant buildings generate no sales tax and provide no employment. Therefore, refunding 50% of new general sales tax revenues will leave the City with 50% more revenue than it currently has from sales taxes, will maintain or

increase the property tax value of the property, and will provide additional jobs for Chowchilla residents.

**ATTACHMENTS**  
Resolution

**COUNCIL RESOLUTION # -15**

**A RESOLUTION OF THE CITY OF CHOWCHILLA, CA AUTHORIZING A 50% REBATE OF THE CITY'S SHARE OF GENERAL SALES TAXES FOR THE FIRST THREE YEARS OF OPERATION TO NEW BUSINESSES THAT OCCUPY VACANT BUILDINGS IN THE CITY OF CHOWCHILLA**

**WHEREAS**, Sales tax is one of the primary funding sources for City operations; and,

**WHEREAS**, Retail business operations generate sales taxes and provide employment opportunities for Chowchilla residents; and,

**WHEREAS**, Vacant buildings generate no sales tax and provide no employment opportunities; and,

**WHEREAS**, Vacant buildings generate increased calls for law enforcement services, such as graffiti, vandalism and other crimes; and,

**WHEREAS**, Vacant buildings give the impression that the areas in which they are located are less desirable and risky for business; and,

**WHEREAS**, Chowchilla wishes to provide incentives for new businesses to locate in the City; and,

**WHEREAS**, New retail businesses locating in vacant buildings will create new employment opportunities and contribute sales tax revenues to the City;

**NOW, THEREFORE, IT IS HEREBY RESOLVED** that the City Council of the City of Chowchilla, California authorizes a 50% annual rebate of the City's share of General Sales Taxes for the first three years of operation to businesses that occupy vacant buildings in the City of Chowchilla, and that this Program shall expire on December 31, 2016 unless extended by Council.

**PASSED AND ADOPTED** by the City Council of the City of Chowchilla this 11th day of August, 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 August 11, 2015

<b>Agenda Section:</b>	<u>New Business</u>
<b>SUBJECT:</b>	<b>Authorizing the Temporary Waiver of All Building Permit Fees in the Downtown Business District</b>
<b>Prepared By:</b>	<u>Brian Haddix, City Administrator</u>
<b>Approved By:</b>	<u>Brian Haddix, City Administrator</u>

### **RECOMMENDATION**

That the City Council considers adopting a Resolution instituting the Downtown Building Permit Fee Waiver Program through December 31, 2017.

### **HISTORY / BACKGROUND**

The City Council is adding to its package of economic incentives an innovative waiver program designed to accelerate the pace of development in the City. The downtown business district is, by far, the area of the City that would most benefit from modernization. This proposed waiver of building permit fees is intended to make it financially possible for some business and commercial property owners to make needed improvements during the waiver period.

The downtown business district is the core of any city, and is typically the measure by which residents and visitors judge the community's economic health and vitality. Chowchilla's downtown is in need of substantial improvements in order to present an acceptable image. This includes: address its deteriorated and unsafe awnings, dangerous sidewalks, outdated facades, and buildings that have been boarded up from public use.

This Resolution, if approved by the Council, will immediately waive building permit fees in the downtown business district and will continue through the 31<sup>st</sup> day of December, 2017. The waiver will apply to all activities for which a building permit is required, including plumbing, electrical work, demolition, construction, repairs and renovations, redesigns, and conversions to alternative uses. Normal permit applications will still be required but permits will be issued on a "no fee" basis.

This proposed waiver will not apply to any other processes or fees. The purposes of this waiver are increased employment, modernization and beautification of the downtown business district, the creation of additional housing opportunities, health and safety repairs, and reclaiming to productive use areas that are now boarded up.

Once approved, staff will work with the Chowchilla Chamber of Commerce to contact every business within this special project area and work with them to achieve maximum improvements in the downtown business district. Staff will also widely publicize this innovative initiative to the general and business public.

### **FINANCIAL IMPACT**

Building permit fees are based on the value of the construction project, and the total impact will be based on the number and value of projects undertaken. It is not possible to calculate this number in advance with any degree of accuracy.

**ATTACHMENTS**

Resolution

Map of Downtown Area

## COUNCIL RESOLUTION # -15

### A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHOWCHILLA, CALIFORNIA AUTHORIZING THE TEMPORARY WAIVER OF ALL BUILDING PERMIT FEES IN THE DOWNTOWN BUSINESS DISTRICT

**WHEREAS**, the downtown business district is the core of any city and is typically the measure by which residents and visitors judge the community's economic health and vitality; and,

**WHEREAS**, Chowchilla's downtown business properties are in extreme need of modernization; and,

**WHEREAS**, Chowchilla's downtown is plagued by deteriorated and unsafe awnings, disintegrating sidewalks, outdated facades and buildings that have been partially condemned from public use; and,

**WHEREAS**, the Chowchilla City Council wishes to assist downtown businesses achieve increased employment, modernization and beautification that results in the creation of additional housing opportunities, health and safety repairs, and restoring condemned building to public and profitable use; and,

**WHEREAS**, Community opinion polls consistently rank a revitalized downtown as the change that most Chowchilla residents would like to see; and,

**WHEREAS**, A refurbished downtown business district would attract more shoppers, which would result in increased economic vitality and increased sales tax revenue to the city; and,

**WHEREAS**, The Chowchilla City Council wishes to conduct a test to see if waiving building permit fees will induce building and business owners to make needed improvement to the downtown business district.

**NOW, THEREFORE, IT IS HEREBY RESOLVED** by the City Council of the City of Chowchilla, California that, for a period of time beginning with the passage of this Resolution and ending on December 31, 2016, and limited to the geographic boundaries of the downtown business district, as described on the attached map, all building permit fees shall be waived for activities that require a building permit.

**PASSED AND ADOPTED** by the City Council of the City of Chowchilla this 11th day of August, 2015 by the following vote to wit:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

APPROVED:

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

ATTEST:

\_\_\_\_\_  
Joann McClendon  
Interim City Clerk

# Definition of Downtown





# REPORT TO THE CITY COUNCIL

Council Meeting of August 11, 2015

<b>Agenda Section:</b>	<u>New Business</u>
<b>SUBJECT:</b>	<b>City Council Authorization To Allocate City Staff To Install Replacement Flag Pole and Memorial Improvements at Veteran's Memorial Park</b>
<b>Prepared By:</b>	<u>Craig Locke, City Engineer/Public Works Director</u>
<b>Approved By:</b>	<u>Brian Haddix, City Administrator</u>

**RECOMMENDATION:**

Staff recommends that City Council approve the allocation of City Public Works personnel to install material provided by the American Legion and the Veterans of Foreign Wars (VFW) at the memorial area of Veteran's Memorial Park.

**HISTORY / BACKGROUND:**

Since January 2015 the City has been in contact with representatives of the American Legion & VFW. They have proposed purchasing a replacement flag pole for Veterans Park, and relocate the new flag pole to closer proximity to the memorial stone marker. Furthermore, they have proposed adding a concrete area surrounding the flagpole for use during memorial observance ceremonies. The American Legion and VFW are proposing to purchase the materials for the project with installation being performed by City Public Works staff per attached map. Ongoing maintenance of the pole, concrete etc., will be performed by the City of Chowchilla.

**FINANCIAL IMPACT:**

There is no financial impact for the installation of these provided materials

**ATTACHMENTS:**

- Resolution
- Proposal Map (from American Legion and VFW)

**COUNCIL RESOLUTION # -15**

**CITY COUNCIL AUTHORIZATION TO ALLOCATE CITY STAFF TO INSTALL  
REPLACEMENT FLAG POLE AND MEMORIAL IMPROVEMENTS AT VETERAN'S  
MEMORIAL PARK**

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**WHEREAS**, the City of Chowchilla (City) has a tradition cooperation with community service groups and the citizens of the community; and

**WHEREAS**, the City has, through similar agreement, placed a memorial stone in Veterans Memorial Park to honor Chowchilla's fallen service members; and

**WHEREAS**, the members of the American Legion and the Veterans of Foreign Wars have secured donations to purchase and provide for materials for proposed improvements; and

**WHEREAS**, the City of Chowchilla accepts these materials, will direct City staff to install them per attached plan and maintain them throughout their useful life; and

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

1. The recitals above are true and correct.
2. The City hereby accepts the American Legion and Veterans of Foreign Wars' donation of materials for the installation of a new flag pole at Chowchilla's Veteran's Park.
3. The City Administrator is hereby authorized to direct staff to install the provided material at Veteran's Memorial Park per the attached plan.
4. This Resolution is effective immediately upon adoption.

\*\*\*\*\*

**PASSED AND ADOPTED** by City Council of the City of Chowchilla this 11th day of August 2015 by the following vote to wit:

**AYES:**

**NOES:**

**ABSENT:**

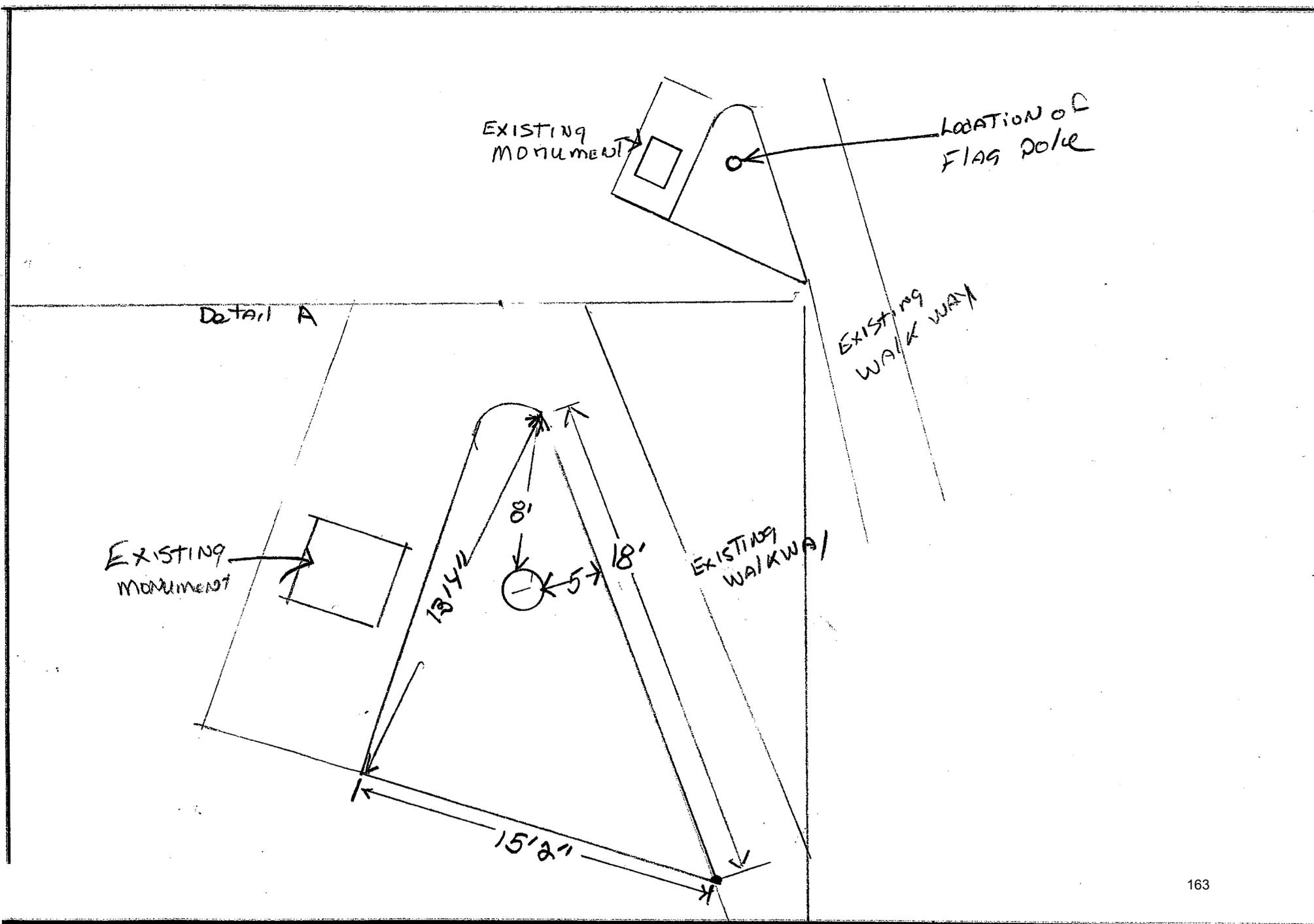
**ABSTAIN:**

APPROVED:

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

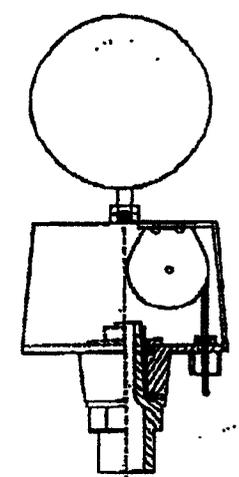
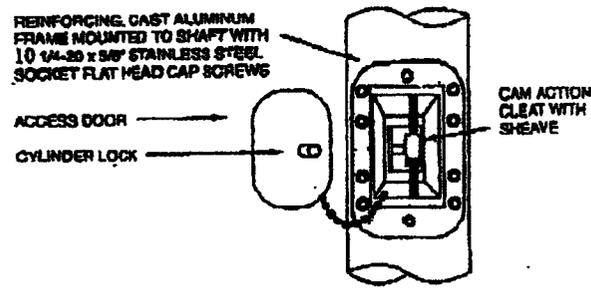
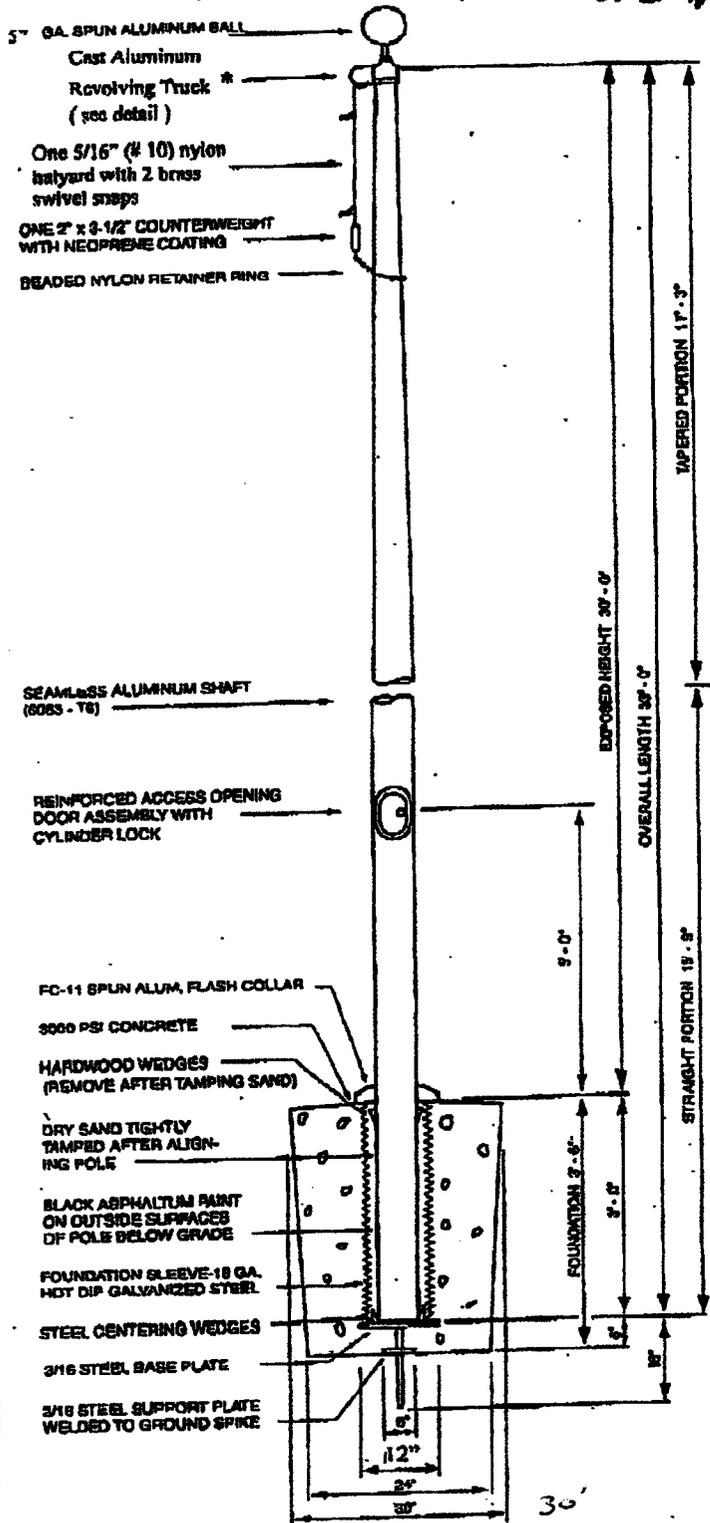
ATTEST:

\_\_\_\_\_  
Joann McClendon  
Interim City Clerk



Sentry - 30' (W = .156")

ONE Thus:



\* Revolving Truck

PROJ: <b>AMERICAN LEAD</b>	GROUND SET TAPERED ALUM FLAGPOLE 6063-T8	DATE: <b>10.22.9</b>
LOC: <b>CHOWCHILLA CA</b>	EXP. HT.: 30' OVERALL HT.: 30' SHIP #. SECTION	REV:
ARCH T:	BUTT DIA: 5" TOP DIA: 3.5" WALL THICKNESS: .156	
CONT R:	FINISH: 180 GRIT HIGH POLISH	
CUST:		JOB:



# REPORT TO THE CITY COUNCIL

Council Meeting of August 11, 2015

<b>Agenda Section:</b>	<u>New Business</u>
<b>SUBJECT:</b>	<b>Consideration to award O'Dell Engineering a contract for Engineering Services for Robertson Blvd. &amp; 11<sup>th</sup> Street Pedestrian Facility Improvements Project, State Funded Active Transportation Program</b>
<b>Authorized By:</b>	<u>Craig Locke, City Engineer/Public Works Director</u>
<b>Approved By:</b>	<u>Brian Haddix, City Administrator</u>

**RECOMMENDATION:**

Staff recommends that City Council approve the attached contract in the amount of \$44,135 with O'Dell engineering for the evaluation and design of the Robertson Blvd. & 11<sup>th</sup> Street Pedestrian Improvements Project.

**HISTORY / BACKGROUND:**

City of Chowchilla submitted an Application for funding for Safe Routes to School (SRTS) – Active Transportation Program in May/June of 2014.

City received notification that it was awarded \$550,000 for Robertson Blvd. and 11<sup>th</sup> Street Pedestrian improvements Project under Cycle I of Active Transportation Program (ATP). Per Caltrans approval letter, the project may include items ineligible for reimbursement. Chowchilla Project was programmed in the Federal Statewide Transportation Improvement Program (FSTIP) and we will receive from the California Transportation Commission authorization to proceed with the project. CEQA Notice of Exemption has been filed with the County of Madera.

The ATP funded projects such as ours will encourage increased use of active modes of transportation in our community and will provide the safe and improved pedestrian paths to the students.

Following the approval of the Request for Qualification for design Services on May 12, 2015, all submissions were evaluated and O'Dell Engineering was deemed the most qualified.

**FINANCIAL IMPACT:**

The \$44,135 in design funds expended through this contract will be reimbursed following project closeout and request for reimbursement. Project is fully funded at \$550,000.00 (ATP)

**ATTACHMENTS:**

- Resolution
- Contract Document

**COUNCIL RESOLUTION # -15**

**CONSIDERATION TO AWARD O'DELL ENGINEERING A CONTRACT FOR ENGINEERING SERVICES FOR ROBERTSON BLVD. & 11<sup>TH</sup> STREET PEDESTRIAN FACILITY IMPROVEMENTS PROJECT, STATE FUNDED ACTIVE TRANSPORTATION PROGRAM**

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

**WHEREAS**, City applied for a Safe Route to School Grant under Active Transportation program (ATP) in May 2014 to make pedestrian improvements on Robertson Blvd. from 7<sup>th</sup> to 15<sup>th</sup> street and on 11<sup>th</sup> street from Humboldt Ave. to Ventura Ave.; and

**WHEREAS**, on **September 27, 2014**, City has been awarded with the grant of **\$550,000** fully funded with reimbursement method; and

**WHEREAS**, the Chowchilla City Council approved the release of the Request for Qualifications/Proposals document to advertise for Design Services on May 12, 2015; and

**WHEREAS**, the City staff determined Odell Engineering to be the most qualified applicant and lowest responsive bidder, and has prepared a contract in the amount of \$44,135 for Design Services; and

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

1. The recitals above are true and correct.
2. The City Administrator is hereby authorized to enter into the attached contract with O'Dell Engineering for Design Services.
3. This Resolution is effective immediately upon adoption.

\*\*\*\*\*

**PASSED AND ADOPTED** by the City Council of the City of Chowchilla this 11th day of August, 2015 by the following vote to wit:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

APPROVED:

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

ATTEST:

\_\_\_\_\_  
Joann McClendon  
Interim City Clerk

# CITY OF CHOWCHILLA PROFESSIONAL SERVICES CONTRACT FOR

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In consideration of their mutual obligations, this agreement is entered into this \_\_\_\_ day of August, 2015, by and between the City of Chowchilla, California and O'Dell Engineering.

## AGREEMENT

**1. DEFINITIONS**      Contract: This document, including all Attachments.

1.1 Attachments: All documents intentionally attached to this document at the time of the Contract signing. The Attachments to this Contract are limited to the following: (1) Scope of Services (2) Fee Schedules.

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

1.3 Consultant: O'Dell Engineering  
1165 Scenic Drive, Suite B, Modesto, CA  
95350  
Tax ID number 77-0146824

1.4 Consultant Project Manager: Individual designated by Consultant to represent Consultant before the City on all matters relating to this Contract. The Consultant Project Manager for this Contract is: Mike Persak, (209) 571-1765 or [mpersak@odellengineering.com](mailto:mpersak@odellengineering.com).

1.5 City Project Manager: Individual designated by the City to represent the City before the Consultant on all matters relating to this Contract. The City Project Manager for this Contract is: Craig Locke, (559) 267-8791 or [clocke@ci.chowchilla.ca.us](mailto:clocke@ci.chowchilla.ca.us).

1.6 Scope of Work: The consultant will identify non-compliant sidewalk and curb ramp facilities throughout the project area and develop plans to bring them into compliance. This may include regrading curb, gutter and sidewalk as well as pavement for drainage transitions on private properties at existing sidewalk driveway crossings. Conform construction may be required on private land to match the new sidewalks. Driveway cuts for vacant lots or small drain pipes under the sidewalk may be added. Utilizing the advice of a Certified Arborist, consultant will evaluate existing trees and utility poles and ensure that their location meets ADA requirements, saving and protect existing trees where possible. Consultant will obtain an encroachment permit from Caltrans for work on Robertson Blvd.

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

Performing Party	Task To Be Performed	Deadline for Completion
O'Dell Engineering	PS&E 30% Submittal	
O'Dell Engineering	PS&E 60% Submittal	
O'Dell Engineering	PS&E 90% Submittal	
O'Dell Engineering	Final PS&E for bid opening	

1.8 Contract Price: The maximum amount that the City is required to pay Consultant under this Contract. The Contract Price for this Contract is \$44,135. The contract price shall be paid in the increments provided for in Attachment #1

**2. RESPONSIBILITIES OF CONSULTANT.**

2.1 Scope of Services. Consultant promises and agrees to faithfully do and perform the Scope of Services, or cause the Scope of Services to be faithfully done and performed, in strict accordance to the terms of this Contract according to the standards observed by a competent practitioner of the profession in which

Consultant is engaged in the geographical area in which Consultant practices its profession and to the City's sole satisfaction.. Unless a task is expressly described in the Scope of Work as one that is not mandatory, each task described in the Scope of Work is a mandatory obligation and must be completed as provided in the Task Schedule. Consultant is not authorized to perform any services or incur any costs whatsoever under the terms of this Contract until receipt of authorization from the City. Consultant will, at its own cost and expense, furnish all necessary labor, materials, tools, services, and incidental and customary work necessary to fully and adequately perform the Scope of Services. Consultant shall comply with all applicable provisions of state law, including but not limited to those regarding apprentices, and prevailing wages.

2.2 Warranty. Consultant agrees and represents that it is qualified to properly provide the Scope of Services in a manner consistent with the generally accepted standards of Consultant's profession. Consultant further represents and agrees that it will perform the Scope of Services in a legally adequate manner in conformance with applicable federal, state and local laws and guidelines.

2.3 Consultant Project Manager. The Consultant Project Manager shall represent the Consultant before the City on all matters relating to this Contract. The Consultant Project Manager shall continue in such capacity unless and until removed at the request of the City, is no longer employed by Consultant, or replaced with the written approval of the City which shall not be unreasonably withheld. The Consultant Project Manager assigned pursuant to this Contract shall attend all meetings scheduled by the City regarding the Scope of Services and/or this Contract. Consultant Project Manager shall respond to any inquiry by the City with regard to the Consultant's performance under this Contract within 48 hours of such inquiry being made by the City (weekends and holidays excluded).

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

2.5 Independent Consultant; Control and Payment of Subordinates. Consultant enters into this Contract as an independent Consultant and not as an employee of the City. Consultant shall have no power or authority by this Contract to bind the City in any respect. Nothing in this Contract shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractor hired or retained by Consultant are employees, agents, contractors or subcontractors of the Consultant and not of the City. The City shall not be obligated in any way to pay any wage claims or other claims made against Consultant by any such employees, agents, contractors or subcontractors or any other person resulting from performance of this Contract. Consultant shall, at its sole cost and expense, provide all facilities, supplies and equipment necessary to perform the services required by this Contract.

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

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

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

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

### **3. TASK SCHEDULE.**

3.1 Schedule of Services. The Scope of Work shall be undertaken and completed in a prompt and timely manner, pursuant to Task Schedule, unless the term of this Contract is otherwise terminated or extended.

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

### **4. FEES AND PAYMENTS.**

4.1 Compensation. City is not obligated to pay Consultant more than the Contract Price during the term of this Contract nor more than the budgeted amount for each task as detailed in Attachment #1. Consultant may only invoice the City for actually time spent and materials used on the project. The City is not obligated to make any payment under this Contract for so long as Consultant is in material

default of this Contract. Except as specified in writing in this Contract, City is not obligated or liable under this Contract to any party other than Consultant. City shall pay for work actually completed during the billing period.

4.2 Invoices. As a condition for payment, Consultant must submit monthly billing statements. Such billing statements shall specify the dates on which the work was performed; the nature of the work performed; the percentage of the total work performed; the name of the individual performing each element of the work; the respective hourly billing rates, if applicable; a list of all expenses for which reimbursement is sought; and the requested payment date. City's payments are subject to a final audit upon completion of services or other termination of this Contract.

4.3 Certification of Funds; Budget and Fiscal Provisions; Termination in the Event of Non-Appropriation. This Contract is subject to the budget and fiscal provisions of applicable laws, the City Municipal Code and Ordinances, and rules of the City. Unless otherwise stated in this Contracts, charges will accrue only after execution of this Contract. This Contract will terminate without penalty, liability, or expense of any kind to City at the end of any fiscal year if funds are not appropriated for the next succeeding fiscal year towards fulfilling the terms of this Contract. If funds are appropriated for a portion of the fiscal year, this Contract will terminate, without penalty, liability, or expense of any kind at the end of the term for which funds are appropriate. This Contract will terminate if funds that were previously appropriated for this Contract are reduced, eliminated, and/or re-allocated by City as a result of mid-year budget reductions. City has no obligation to make appropriations for this Contract in lieu of appropriations for new or other agreements. City budget decisions are subject to the discretion of the City Administrative Officer and the City Council. Consultant assumes the risk of possible non-appropriation is part of the consideration for this Contract.

4.4 Payment of Taxes. Consultant is solely responsible for the payment of employment taxes, or any federal or state taxes, incurred as a result of, or in association with performance of the Scope of Services.

## **5. SUBCONTRACTING/HIRING OTHERS**

5.1 Prior Approval Required. Consultant shall not subcontract any portion of the Scope of Services, hire consultants, specialists, experts or other third parties, or incur any obligation to pay any of them, except as expressly stated herein, without prior written approval of City. Contracts with third parties, if any, shall contain a provision making them subject to all provisions stipulated in this Contract. City's prior written approval shall not create any obligation of the City with regard to any such third party. Consultant has no authority to, and must not purport to, employ, hire or contract with any such third party as agent of the City or otherwise on behalf of City. Moore Twinning and Associates and Analytical Environmental Services (AES) are approved subcontractors on this project and no others.

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

## 6. CHANGES

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

## 7. INDEMNIFICATION

7.1 Except to the extent of active negligence, willful misconduct or gross negligence on the part of City, Consultant shall indemnify, save harmless and defend, to the fullest extent permitted by law, the City, its respective employees, elected or appointed officials, and agents from liability, claims, demands, attorneys' fees, or litigation and related costs, including without limitation, court costs, and investigator, witness, arbitrator, and mediator fees, for any injury or damages to persons or property resulting from Consultant's prosecution of work under the Contract, or otherwise related to this Contract, whether caused, in whole or in part, by an intentional act, negligent act or omission by Consultant, its officers, employees, or agents.

## 8. INSURANCE

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

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

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

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

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

8.2.4 Professional Liability: Professional Liability insurance for errors and Omissions with minimum limits of \$1,000,000. Covered Professional Services shall specifically include all work to be performed under the Contract. If coverage is written on a claims-made basis, the retroactive date shall precede the effective date of the Contract and continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least three (3) years from termination or expiration of this Contract.

8.3 Commercial General Liability & Automobile Liability Endorsements. The policy or policies of insurance required by Sections 8.2.1 Commercial General Liability and 8.2.2 Automobile Liability shall be endorsed to provide the following:

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

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

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

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

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

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

8.4 Workers' Compensation Endorsements. The policy or policies of insurance required by Section 8.2.3 Workers' Compensation shall be endorsed, as follows:

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

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

8.5 Professional Liability Endorsement. The policy or policies of insurance required by Section 8.2.4 Workers' Compensation shall be endorsed, as follows:

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

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

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

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

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

## **9. TERMINATION OF AGREEMENT.**

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

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

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

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

#### **10. ADDITIONAL PROVISIONS.**

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

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

City:

City of Chowchilla  
130 S. Second St.  
Chowchilla, CA 93610  
Attn: Craig Locke, City Engineer

Consultant:

O'Dell Engineering  
1165 Scenic Drive, Suite B  
Modesto, CA 95350  
Attn: Mike Persak, R.C.E.

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

harmless, pursuant to the indemnification provisions of this Contract, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

10.4 Clayton and Cartwright Acts: Consultant and any and all subcontractors offer and agree to assign to the City all rights, title and interest in and to all causes of action they may have under Section 4 of the Clayton Act (15 USC Section 15) or under the Cartwright Act (Chapter 2, commencing with Section 16700, of Part 2 of Division 7 of the Business and Profession Code) arising from purchases of goods, services or materials pursuant to the Contract or any subcontract.

10.5 Prevailing Wages. Consultant is aware of the Prevailing Wage Laws found in California Labor Code section 1720, et seq., and 1770 et seq., California Code of Regulations, section 16000, et seq., which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. These wages are set forth in the General Prevailing Wage Rates for this project, available from the California Department of Industrial Relations' Internet web site at [www.dir.ca.gov](http://www.dir.ca.gov). Future effective prevailing wage rates which have been predetermined and are on file with the California Department of Industrial Relations are referenced but not printed in the general prevailing wage rates. If the Scope of Services is subject to the Prevailing Wage Laws, Consultant agrees to fully comply with such Prevailing Wage Laws.

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

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

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

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

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

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

10.12 Waiver. City's failure, at any time, to object to any breach of covenant or obligation, to any failure of performance, or to any other default on the part of the Consultant shall not constitute a continuing waiver of subsequent breaches or defaults. City's making of any payment to the Consultant shall not, under any circumstances, be considered as a waiver by City. City's making of any payment while any breach or default by Consultant exists shall in no way impair any right or remedy available

to City related to such breach or default, including without limitation, the right to withhold future payments.

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

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

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

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

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

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

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

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

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

CITY OF CHOWCHILLA

O'DELL ENGINEERING

By: \_\_\_\_\_

Brian Haddix  
Chowchilla City Administrator

By: \_\_\_\_\_

Mike Persak, R.C.E.  
Project Manager

## **Attachment #1**

## **Scope of Services**

### **Task 1 – Project Kick-Off Design Meeting**

Consultant will meet with City Staff for a detailed project discussion including design concerns, project schedule, milestones, etc. Project communication procedures will be determined in addition to reporting requirements, and quality control measures. Contractor is responsible for meeting agenda (submitted one week prior to any meeting) and minutes.

### **Task 2 – Topographic Survey/Project Research**

Consultant will complete a thorough topographic survey of the project to allow for adequate conforms. Consultant is responsible for identifying all surface improvements and elevations necessary to ensure that the final design conforms to ADA accessibility requirements. Consultant will perform boundary surveys and prepare legal descriptions for right-of-way acquisitions if required. Following the project, all data files will be supplied to the City of Chowchilla in Autocad drawing format.

### **Task 3 – 30% Conceptual Design**

Consultant will identify areas where curb gutter and sidewalk are required and design the horizontal and vertical alignment. Any potential design issues and impacts to existing properties will be identified. Preliminary designs with proposed, ADA ramps, signage, and striping will be prepared for a discussion with the City team. Plans will conform to all State, Federal, and local requirements and standards.

### **Task 4 – 60% Preliminary Design**

Consultant will prepare full design drawings and draft specifications for all grading, curb, gutter and sidewalk, striping, and signage. Consultant will prepare contract documents using the City standard boilerplate, including a notice to bidders, instructions to bidders, proposal form, contract agreement forms, general conditions, payment and performance bonds, special conditions, notice of award, and notice to proceed. All documents shall be prepared to CalTrans standards and subject to City approval.

### **Task 5 – 90% Design**

Based upon the city review comments from the preliminary design, Consultant will prepare 90% design drawings, specifications and estimate for all grading, curb gutter and sidewalk, striping, and signage.

### **Task 6 – 100% Final Design**

Consultant will prepare final design drawings, specifications and estimate for all grading, curb gutter and sidewalk, striping, and signage. All design plans will be in conformance with all State, Federal, and local requirements and standards. Contract documents and specifications will be in conformance with California Department of Transportation (Caltrans) Standards as well as all State and Federal and local requirements and standards.

### **Task 6 Deliverables – 100% Final Design Plans, Specifications and Estimate**

Minimum of three (3) 11"x17" and 24"x36" hard copies and digital files of the detailed plans, specifications, and contract documents will be submitted for project use by the City. All documents produced will become property of the city.

### **Task 7 – Caltrans Permit**

Consultant will prepare the State Route 233 plans in Caltrans format and prepare the Caltrans encroachment permit application for the City to submit to Caltrans as the applicant including minor revisions to the plans in accordance with the Caltrans review comments.

### **Task 8 – Construction Period Services**

Consultant will attend the pre-bid, pre-construction and up to 3 progress meetings during construction.

TOTAL TASKS 1-7 \$41,585

TOTAL TASKS 8 \$2,550

**Notes and Exclusions:**

- No traffic control plan is included.
- No electric or gas design work is included.
- Moore-Twining Associates can be retained should geotechnical services be required.
- No Storm Water Pollution Prevention Plan (SWPPP) has been included, but can be added at the client's request.
- Plans and specifications will be based on City of Chowchilla Improvement Standards, Standard Specifications, and Caltrans Standard Plans and Specifications.
- No public outreach or correspondence with property owners is included.
- No structural design for retaining walls is included.
- No boundary surveys are included; however, these services can be added if the final design warrants right-of-way or easement acquisition.
- No record drawings are included.

**FEE SCHEDULE  
April 2015**

<b><u>Classification:</u></b>	<b><u>Regular Hourly Rate:</u></b>
Principal	\$190
Senior Civil Engineer	\$170
Senior Engineer 2	\$160
Senior Engineer 1	\$150
Engineer 2	\$140
Engineer 1	\$130
Assistant Engineer 2	\$115
Assistant Engineer 1	\$95
Senior Landscape Architect	\$140
Landscape Architect 2	\$120
Landscape Architect 1	\$110
Landscape Designer 2	\$105
Landscape Designer 1	\$95
Planner	\$140
Assistant Planner	\$115
Utility Engineer	\$140
CADD Operator 2	\$85
CADD Operator 1	\$70
Senior Surveyor	\$150
Surveyor 2	\$130
Surveyor 1	\$120
Assistant Surveyor 2	\$90
Assistant Surveyor 1	\$80
Survey Crew 2-man/1-man	\$220/\$150
Survey Crew 2-man/1-man (prevailing wage)	\$260/\$180
Administrative	\$80
Expert Witness	\$300

**Outside Services:**

Cost of services and expenses charged to *O'DELL ENGINEERING*

Actual cost by outside consultants, professional or technical firms engaged in plus 10% connection with the project.

**Reproduction:**

Reproduction costs and services charged to *O'DELL ENGINEERING*

Actual cost by outside commercial printers engaged in connection with the project, plus 10%

**Travel:**

Mileage, per diem, and subsistence are not normally charged to the Actual cost client unless specific prior authorization is negotiated between client plus 10% and consultant.



# REPORT TO THE CITY COUNCIL

Council Meeting of August 11, 2015

<b>Agenda Section:</b>	<u>New Business</u>
<b>SUBJECT:</b>	<b>Resolution Authorizing the Transfer of \$150,000 in Federal Aviation Administration Entitlement Grant Funds to the City of Palo Alto</b>
<b>Authorized By:</b>	<u>Craig M. Locke, Airport Manager</u>
<b>Approved By:</b>	<u>Brian Haddix, City Administrator</u>

**RECOMMENDATION:**

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

**HISTORY / BACKGROUND:**

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

Chowchilla was unable to use these funds this year due to the lack of a current ALP Narrative, a document FAA requires to fund projects. Staff is taking measures to ensure that grant funding will be available to create the ALP Narrative in next year's cycle; however the 2012 funds will be absorbed by the FAA unless Chowchilla transfers these funds to another airport.

In May, the City Council authorized the transfer of these funds to the City of Madera. Unfortunately Madera missed the deadline and cannot benefit from the previous Council action. The City of Palo Alto contacted staff and requested a transfer late on August 4, 2015 after discovering that their available funding was inadequate for the projects they proposed.

**FINANCIAL IMPACT:**

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

**ATTACHMENTS:**

- Resolution
- Agreement for Transfer of Entitlements

**CITY OF CHOWCHILLA COUNCIL RESOLUTION # -15**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHOWCHILLA RESCINDING THE PREVIOUS AGREEMENT FOR TRANSFER OF ENTITLEMENTS WITH THE CITY OF MADERA AND AUTHORIZING THE TRANSFER OF \$150,000 IN FEDERAL AVIATION ADMINISTRATION ENTITLEMENT GRANTFUNDS TO THE CITY OF PALO ALTO**

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

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

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

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

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

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

**PASSED AND ADOPTED** by the City Council of the City of Chowchilla this 11th day of August, 2015 by the following vote to wit:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

APPROVED:

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

ATTEST:

\_\_\_\_\_  
Joann McClendon  
Interim City Clerk



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

**AGREEMENT FOR TRANSFER OF ENTITLEMENTS**

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

Chowchilla Municipal Airport  
*(Name of Transferor Sponsor)*

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

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

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

Palo Alto Municipal Airport  
*(Name of Transferee Sponsor)*

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

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

**FOR**

\_\_\_\_\_  
*(Signature)*  
**Jim Lomen**  
*(Typed Name)*  
*Manager, San Francisco Airports District Office*  
\_\_\_\_\_  
*(Title)*  
\_\_\_\_\_  
*(Date)*

\_\_\_\_\_  
*(Signature)*  
**John Chavez**  
*(Typed Name)*  
*Mayor of Chowchilla*  
\_\_\_\_\_  
*(Title)*  
\_\_\_\_\_  
*(Date)*

**CERTIFICATE OF SPONSOR'S ATTORNEY**

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

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

By: \_\_\_\_\_  
*(Signature of Sponsor's Attorney)*