



AGENDA REGULAR MEETING

JOINT CHOWCHILLA CITY COUNCIL / ★ REDEVELOPMENT SUCCESSOR AGENCY

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

September 8, 2015

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

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

The City of Chowchilla complies with the Americans with Disabilities Act (ADA of 1990). The Council Chambers is accessible to the physically disabled. If you need special assistance, please call (559) 665-8615, ext. 112 at least 4 days prior to the meeting.

CALL TO ORDER

ROLL CALL

Mayor/Chairman: John Chavez

Mayor Pro Tem/Vice Chair: Waseem Ahmed

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

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

PUBLIC ADDRESS – CLOSED SESSION

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

This time has been set aside for the City Council to meet in a closed session to discuss matters pursuant

CLOSED SESSION – 6:00 PM

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

- Pursuant to Gov. Code Section 54957
PUBLIC EMPLOYMENT
TITLE: Police Chief**

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

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

None

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 August 25, 2015 Regular City Council Meeting Minutes (McClendon) Pg. 5

3.2 Approval of the August 28, 2015 Special Council Meeting Minutes (McClendon) Pg. 9

3.3 Approval of General Payments and Payroll for the Month of July 2015 (Pruett) Pg. 10**PUBLIC HEARINGS – Section 4**

None.

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

- 6.1 a) Council Resolution # -15, Approving the Revised Long-Range Property Management Plan Pursuant to Health and Safety Code Section 34191.5; and,
- ★b) Successor Agency Resolution # -15, Approving the Revised Long-Range Property Management Plan Pursuant to Health and Safety Code Section 34191.5 (Locke) Pg. 36
- 6.2 Consideration of Approval of an Agreement Between the City of Chowchilla and Chowchilla Adult Recreation to Conduct an Adult Recreational Outdoor Grass Volleyball Program (Piepenbrok) Pg. 70
- 6.3 Council Resolution # -15, Approving a Budget Modification to Update the Local Hazard Mitigation Plan (Turner) Pg. 77
- 6.4 Council Resolution # -15, Authorizing Staff to Prepare and Submit an Application for the San Joaquin Valley Air Pollution Control District Public Benefit Grant and Authorize the City Administrator to Execute all Necessary Documents (Turner) Pg. 80
- 6.5 Council Resolution # -15, Consenting to the Inclusion of Properties Within the City's Jurisdiction in the California HERO Program to Finance Distributed Generation Renewable Energy Sources, Energy and Water Efficiency Improvements and Electric Vehicle Charging Infrastructure and Approving the Amendment to a Certain Joint Powers Agreement Related Thereto (Pruett) Pg. 83
- 6.6 a) Council Resolution # -15, Authorizing the Mayor to Execute the Revised Settlement Agreement Between Greenhills Holdings and the City of Chowchilla, and the Chowchilla Successor Agency, Thereby Resolving the Litigation in Case Number MCV- 058019; and
- ★b) Successor Agency Resolution # -15, Authorizing the Board Chair to Execute the Revised Settlement Agreement Between Greenhills Holdings and the City of Chowchilla, and the Chowchilla Successor Agency, Thereby Resolving the Litigation in Case Number MCV-058019 (Locke) Pg. 94
- 6.7 a) Council Resolution # -15, Approving Recognized Obligation Payment Schedule 15-16B for the Period from January 1 – June 30, 2016 for the Successor Agency of the Chowchilla Redevelopment Agency; and,
- ★b) Successor Agency Resolution # -15, Approving Recognized Obligation Payment Schedule 15-16B for the Period from January 1 – June 30, 2016 for the Successor Agency of the Chowchilla Redevelopment Agency (Pruett) Pg. 111

6.8 Council Resolution # -15, Approving an Employment Agreement between the City of Chowchilla and Police Chief (Haddix) Pg. 119**ANNOUNCEMENTS – Section 7**

- Sep 10 Special Chowchilla Successor Agency Oversight Board Mtg, City Hall, 9:00 AM
- Sep 12 Rabies Clinic, Police Department, 10 AM
- Sep 16 Planning Commission Meeting, City Hall, 7 PM
- Sep 18 City Hall Closed
- Sep 19 Ton's o' Trucks & Wheeled Wonders – Fig Tree Plaza Shopping Center 10 AM-2 PM
- Sep 19 Chamber of Commerce Classic Car Show – Veterans Memorial Park 10 AM-3 PM
- Sep 19 Rotary Club Pancake Breakfast, Faith Hall, 7:30-11 AM
- Sep 19 Friends of Library Taco Salad Dinner, Faith Hall, 4-7 PM
- Sep 22 City Council Meeting, City Hall, 7 PM
- Sep 24 Regular Chowchilla Successor Agency Oversight Board Mtg, City Hall, 9:00 AM
- Sep 26 The GREAT Chowchilla FALL YARD SALE, Trinity Ave. at 3rd St., 8 AM-12 PM
- Sep 26 FALL Clean-Up Drop-Off Day, 7 AM-3 PM
- Sep 26 Chamber of Commerce Oktoberfest Event, Eastman Hall, Fairgrounds, 6 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 September 8, 2015 at the Chowchilla Civic Center, 130 S Second Street on September 3, 2015 at 5:00 p.m.

/S/

Joann McClendon
Interim City Clerk



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

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

August 25, 2015

CALL TO ORDER

ROLL CALL:

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

City staff and contract employees present: City Administrator Brian Haddix, Attorney Laura Crane, Interim Police Chief Dave Riviere, Engineer/Public Works Director Craig Locke, Finance Director Rod Pruet, Community Relations Manager Marty Piepenbrok, Interim City Clerk Joann McClendon

PUBLIC ADDRESS – CLOSED SESSION

None.

CLOSED SESSION – 6:05 PM

- 1. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION**
Pursuant to paragraph (1) of subdivision (d) of Government Code Section 54956.9
Number of Cases: 1
 - City of Chowchilla v. County of Madera
Madera County Superior Court Case Number MCV067610

OPEN SESSION – 7:15 PM

PLEDGE OF ALLEGIANCE: Community Relations Manager Piepenbrok

INVOCATION: Mr. Alfred Hansen

CLOSED SESSION REPORT: No reportable action.

CEREMONIAL / PRESENTATIONS – Section 1

- 1.1 Recognizing Patty Mandrell**
- 1.2 Community of Caring Task Force:** Communities INC Executive Director George Ordway and Pastor Sam Estes presented the item to the Council.

WORKSHOPS

None.

PUBLIC ADDRESS

None.

COUNCIL AND STAFF REPORTS – Section 2

2.1 COUNCIL REPORTS

Legislative Items
Oral / Written Reports

Mayor Pro Tem Ahmed attended an event at the Fossil Discovery Center.

2.2 COLLABORATIVE AGENCY COMMITTEE UPDATES

Oral / Written Reports

City Administrator Haddix attended the Chowchilla Elementary School District opening day breakfast, along with Interim Police Chief Riviere and Fire Chief Turner; along with Interim City Clerk McClendon, met with Madera County Clerk-Recorder Rebecca Martinez regarding Elections; had lunch with City of Madera City Administrator David Tooley; and finally met with Madera County Administrative Officer Eric Fleming to introduce himself.

2.3 STAFF REPORTS

Written/Oral Reports

City Administrator Haddix defined the community recognition idea details and how it is to promote the good in Chowchilla. He is also kicking off “Coffee with the City Administrator” to engage the views of the community.

Special meetings are planned for September 3 at the Chowchilla Union High School and then on September 10 at Reagan Elementary, both beginning at 7pm, to discuss the California High Speed Rail options and record the community’s opinions. Brian will be attending the International Council of Shopping Centers Western Conference, September 16-18, with Mayor Pro Tem Ahmed, to try to bring potential retailers to Chowchilla.

Community Relations Manager Piepenbrok discussed the City’s new Twitter account and its purpose to help promote the city. He also announced the last movie in the park is scheduled for Friday September 4 at Veterans Park.

CONSENT CALENDAR – Section 3

3.1 Approval of the August 11, 2015 Regular City Council Meeting Minutes (McClendon)

3.2 Consideration of Monthly Financial Reports (Pruett)

3.3 Proclamation Declaring the Month of October as the “Manufacturing Awareness Month” (McClendon)

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

PUBLIC HEARINGS – Section 4

None.

DEFERRED BUSINESS – Section 5

None.

NEW BUSINESS – Section 6

6.1 Council Resolution # 68-15, Authorizing the City Administrator to Execute a Project Development Agreement with Johnson Controls, Inc. to Develop a Water and Energy Efficiency Project (Locke)

Motion by Council Member Walker, seconded by Mayor Pro Tem Ahmed to Approve Council Resolution # 68-15, Authorizing the City Administrator to Execute a Project Development Agreement with Johnson Controls, Inc. to Develop a Water and Energy Efficiency Project. Motion passed unanimously by roll call vote with Council Member Haworth absent.

6.2 Council Resolution # 69-15, Authorizing the City Administrator to Execute the One-Year Contract No. 16-1434 with the Fresno-Madera Area Agency on Aging to Provide On-Site Congregate Nutrition Site Management at the Chowchilla Senior Center and to Receive Reimbursable Funds for Eligible Program Expenditures up to a Maximum Amount of \$8,000.00 (Piepenbrok)

The Resolution was amended, adding “and exclusive of conducting the home-bound meals program” to the end of the last “whereas” statement.

Motion by Council Member Walker, seconded by Mayor Pro Tem Ahmed to Approve Council Resolution # 69-15, Authorizing the City Administrator to Execute the One-Year Contract No. 16-1434 with the Fresno-Madera Area Agency on Aging to Provide On-Site Congregate Nutrition Site Management at the Chowchilla Senior Center and to Receive Reimbursable Funds for Eligible Program Expenditures up to a Maximum Amount of \$8,000.00 as Amended. Motion passed unanimously by roll call vote with Council Member Haworth absent.

6.3 Consideration of a Proposal to Create an Adopt-A-Park Program (Piepenbrok)

Motion by Mayor Pro Tem Ahmed, seconded by Council Member Gaumnitz to Accept the Proposal to Create an Adopt-A-Park Program as Presented. Motion passed unanimously by roll call vote with Council Member Haworth Absent.

6.4 Council Resolution # 70-15, Approving a First Amendment to Farm Lease with the Fagundes Family Partnership for Approximately 145.5 Acres of Cropland (Crane)

Motion by Council Member Walker, seconded by Council Member Gaumnitz to Approve Council Resolution # 70-15, Approving a First Amendment to Farm Lease With the Fagundes Family Partnership for Approximately 145.5 Acres of Cropland. Motion passed unanimously by roll call vote with Council Member Haworth absent.

ANNOUNCEMENTS – Section 7

Aug 28 Movie in the Park – Veterans Memorial Park – Dusk
 Aug 29 FFA Alumni Fundraiser Dinner – Chowchilla Fairgrounds 6:00 pm

ADJOURNMENT

Motion by Council Member Walker, seconded by Council Member Ahmed to Adjourn the August 25, 2015 Regular Joint City Council / Redevelopment Successor Agency meeting at 8:47 p.m. Motion passed unanimously by voice vote with Council Member Haworth absent.

ATTEST:

APPROVED:

Joann McClendon
Interim City Clerk

John Chavez
Mayor



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

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

August 28, 2015

CALL TO ORDER

ROLL CALL:

Mayor/Chairman: John Chavez (Arrived at 5:12 PM)
Mayor Pro Tem/Vice Chair: Waseem Ahmed
Council/Board Member: Mary Gaumnitz, Dennis Haworth (Arrived at 4:14 PM), Richard Walker

City staff and contract employees present: City Administrator Brian Haddix, Interim City Clerk Joann McClendon.

OPEN SESSION – 4:10 PM

PLEDGE OF ALLEGIANCE: Mayor Pro Tem Ahmed

INVOCATION: Council Member Walker

PUBLIC ADDRESS

No one was present.

CLOSED SESSION – Section 1

- 1. Pursuant to Gov. Code Section 54957
PUBLIC EMPLOYMENT
TITLE: Police Chief

CLOSED SESSION REPORT: 5-0 vote to authorize the City Administrator to enter into contract negotiations.

ADJOURNMENT

Motion by Mayor Pro Tem Ahmed, seconded by Council Member Haworth to adjourn the Special Joint City Council/Redevelopment Successor Agency Meeting at 8:21 p.m. Motion passed unanimously by voice vote.

ATTEST:

APPROVED:

Joann McClendon
Interim City Clerk

John Chavez
Mayor



REPORT TO THE CITY COUNCIL

Council Meeting of September 8, 2015

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

RECOMMENDATION

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

HISTORY / BACKGROUND

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

FINANCIAL ANALYSIS

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

ATTACHMENTS

Invoice listing & warrants

Report Criteria:
 Report type: Invoice detail

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice GL Account	Check Amount	
08/15	08/06/2015	50794	4146	Gaither, Tony	Equipment Lease Payment	601-3615-0000-315	2,825.00	V
Total 50794:							2,825.00	
08/15	08/06/2015	50795	12370	Reale, Charles	Payroll	702-0200-0000-043	233.97	
Total 50795:							233.97	
08/15	08/06/2015	50796	12181	American Fidelity	Section 125 for July 2015	702-0200-0000-040	1,495.82	
08/15	08/06/2015	50796	12181	American Fidelity	Insurance Premiums for August 2015	702-0200-0000-040	3,788.32	
Total 50796:							5,284.14	
08/15	08/06/2015	50797	421	AmeriPride	mats for Civic Center	100-1705-0000-315	55.18	
08/15	08/06/2015	50797	421	AmeriPride	Supplies for the Senior Center	100-6615-0000-315	33.68	
Total 50797:							88.86	
08/15	08/06/2015	50798	12673	Backflow Distributors Inc	Repair Backflow tester/ Water Dept	205-7605-0000-301	107.00	
Total 50798:							107.00	
08/15	08/06/2015	50799	12493	Baker Supplies and Repairs	Repairs to Parks Dept Hedger	100-6620-0000-301	120.81	
Total 50799:							120.81	
08/15	08/06/2015	50800	12734	Big Creek	Lumber for the Corp Yard trailer	100-1712-0000-315	106.76	
Total 50800:							106.76	
08/15	08/06/2015	50801	1076	Blacks Irrigation Systems	Supplies for the Parks dept	100-6620-0000-315	32.13	
08/15	08/06/2015	50801	1076	Blacks Irrigation Systems	Supplies for the Parks dept	100-6620-0000-317	28.08	
Total 50801:							60.21	
08/15	08/06/2015	50802	1281	BSK Associates	Water Dept testing	205-7605-0000-350	488.00	

M = Manual Check, V = Void Check

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice GL Account	Check Amount
08/15	08/06/2015	50802	1281	BSK Associates	Water Dept testing	205-7605-0000-350	288.00
08/15	08/06/2015	50802	1281	BSK Associates	Open PO for Weekly Water test for the WWTP	215-5705-0000-350	65.00
08/15	08/06/2015	50802	1281	BSK Associates	Open PO for Weekly Water test for the Water Dept	205-7605-0000-350	168.00
08/15	08/06/2015	50802	1281	BSK Associates	Open PO for Weekly Water test for the Water Dept	205-7605-0000-350	264.00
Total 50802:							1,273.00
08/15	08/06/2015	50803	1571	California Police Chiefs	CPCA Annual Membership	100-2610-0000-307	315.00
Total 50803:							315.00
08/15	08/06/2015	50804	1856	CDW Government, Inc.	MS SLD+ Windows Server STD 2012 R2	602-1715-0000-302	2,325.60
Total 50804:							2,325.60
08/15	08/06/2015	50805	12742	Ceballos, Rachel	deposit refund for 309 Larkin	205-0200-0000-043	20.75
Total 50805:							20.75
08/15	08/06/2015	50806	12371	Central Valley Plumbing Repair Service	Replacement urinals	100-2705-0000-315	446.10
Total 50806:							446.10
08/15	08/06/2015	50807	1966	Chamber of Commerce	state of city- Pruett	100-1720-0000-307	110.00
Total 50807:							110.00
08/15	08/06/2015	50808	2026	Chavez, Raul	Deposit Refund for 160 Kites Way	205-0200-0000-043	57.59
Total 50808:							57.59
08/15	08/06/2015	50809	12746	Chowchilla Chiropractic Center	credit refund for 538-540 Robertson	205-7605-0000-876	52.14
Total 50809:							52.14
08/15	08/06/2015	50810	2131	Chowchilla Dolt Best	Supplies for VMP restrooms	100-6620-0000-315	6.47
08/15	08/06/2015	50810	2131	Chowchilla Dolt Best	Parts for the Trailer at the yard	100-1712-0000-315	4.02
08/15	08/06/2015	50810	2131	Chowchilla Dolt Best	Keys for the Parks Dept	100-6620-0000-315	2.26
08/15	08/06/2015	50810	2131	Chowchilla Dolt Best	Supplies for the Water Dept	205-7605-0000-317	14.64

M = Manual Check, V = Void Check

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice GL Account	Check Amount
08/15	08/06/2015	50810	2131	Chowchilla Dolt Best	Supplies for the Corp yard trailer	100-1712-0000-315	4.30
08/15	08/06/2015	50810	2131	Chowchilla Dolt Best	Supplies for the Water Dept	205-7605-0000-317	39.95
08/15	08/06/2015	50810	2131	Chowchilla Dolt Best	Supplies for the Water Dept	205-7605-0000-317	7.55
08/15	08/06/2015	50810	2131	Chowchilla Dolt Best	Supplies for the Parks Shop	100-6620-0000-315	2.36
08/15	08/06/2015	50810	2131	Chowchilla Dolt Best	Supplies for the parks restrooms	100-6620-0000-315	1.19
08/15	08/06/2015	50810	2131	Chowchilla Dolt Best	Supplies for the Water Dept	205-7605-0000-320	17.81
08/15	08/06/2015	50810	2131	Chowchilla Dolt Best	Supplies for the Water Dept	205-7605-0000-317	11.31
Total 50810:							111.86
08/15	08/06/2015	50811	2136	Chowchilla Employees Assn.	Employee Contribution	702-0200-0000-040	50.00
Total 50811:							50.00
08/15	08/06/2015	50812	12408	Chowchilla Mid-Management	Employee Contributions	702-0200-0000-040	270.00
Total 50812:							270.00
08/15	08/06/2015	50813	2166	Chowchilla Office	Employee Contributions	702-0200-0000-040	175.00
Total 50813:							175.00
08/15	08/06/2015	50814	2171	Chowchilla Peace Officers	Employee Contribution	702-0200-0000-040	903.00
Total 50814:							903.00
08/15	08/06/2015	50815	12074	Comcast	Cable services for police department	100-2610-0000-315	7.77
Total 50815:							7.77
08/15	08/06/2015	50816	3066	Department of Transportation	Signal & Lighting fee April - June 2015	305-3620-0000-317	3,168.27
Total 50816:							3,168.27
08/15	08/06/2015	50817	3291	Don's Mobile Glass	Glass repair unit 55	100-2610-0000-320	35.00
Total 50817:							35.00
08/15	08/06/2015	50818	12745	Escobar, Jesse	deposit refund for 529 Peach	205-0200-0000-043	34.41

M = Manual Check, V = Void Check

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice GL Account	Check Amount
Total 50818:							34.41
08/15	08/06/2015	50819	3711	Farmers Hardware	Supplies for RCW Park	100-6620-0000-317	6.89
08/15	08/06/2015	50819	3711	Farmers Hardware	Supplies for the Parks Shop	100-6620-0000-315	21.89
08/15	08/06/2015	50819	3711	Farmers Hardware	Supplies for Parks weed eaters	100-6620-0000-301	159.35
08/15	08/06/2015	50819	3711	Farmers Hardware	Supplies for the WWTP	215-5705-0000-301	22.85
08/15	08/06/2015	50819	3711	Farmers Hardware	Supplies for the Water Dept	205-7605-0000-317	5.37
Total 50819:							216.35
08/15	08/06/2015	50820	12212	Fastenal Company	Water line marking paint for the Water Project	207-7705-0000-500	92.33
08/15	08/06/2015	50820	12212	Fastenal Company	Supplies for the Parks Dept	100-6620-0000-315	4.51
08/15	08/06/2015	50820	12212	Fastenal Company	Safety Equip/ Parks dept	100-6620-0000-302	98.53
Total 50820:							195.37
08/15	08/06/2015	50821	3836	Fitness Peak	Employee Contribution	702-0200-0000-040	122.50
Total 50821:							122.50
08/15	08/06/2015	50822	11475	Goldfarb & Lipman LLP	Chowchilla RDA Legal Fees for June 2015	956-9950-0000-336	962.50
08/15	08/06/2015	50822	11475	Goldfarb & Lipman LLP	Greenhills Holding Legal Fees for June 2015	956-9950-0000-336	897.00
Total 50822:							1,859.50
08/15	08/06/2015	50823	4561	Grainger	Purchase compressor for Palm Parkway Lift Station	215-5705-0000-317	556.75
08/15	08/06/2015	50823	4561	Grainger	Supplies for the WWTP	215-5705-0000-317	105.24
Total 50823:							661.99
08/15	08/06/2015	50824	4611	Groeniger & Company	Purchase water meter boxes and lids for the Water Meter Installation	207-7705-0000-500	11,448.14
08/15	08/06/2015	50824	4611	Groeniger & Company	Credit for Return of Meter Box	207-7705-0000-500	2,648.30-
Total 50824:							8,799.84
08/15	08/06/2015	50825	4616	Grover Landscape Services Inc.	Monthly Landscape Services for June 2015	310-3625-0000-336	2,535.00
08/15	08/06/2015	50825	4616	Grover Landscape Services Inc.	Supplies to repair Pheasant Run LLMD	310-3625-0000-316	659.50

M = Manual Check, V = Void Check

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice GL Account	Check Amount
Total 50825:							3,194.50
08/15	08/06/2015	50826	12751	Himat Investment LLC	deposit refund for 1553 Defender	205-0200-0000-043	2.47
Total 50826:							2.47
08/15	08/06/2015	50827	11469	Intellipay, Inc.	Credit Card Transactions Fees for July 2015	100-1720-0000-302	59.35
Total 50827:							59.35
08/15	08/06/2015	50828	5246	Interstate Battery	Battery for unit 49	100-2610-0000-320	125.23
Total 50828:							125.23
08/15	08/06/2015	50829	5626	Kellogg Supply	Well 14 repair supplies	205-7605-0000-317	51.03
Total 50829:							51.03
08/15	08/06/2015	50830	6191	Mace Pest Control	Monthly Service Senior Center	100-6615-0000-315	80.00
Total 50830:							80.00
08/15	08/06/2015	50831	11639	MailFinance	postage meter 8/16/15-11/15/15	100-0100-0000-020	523.20
Total 50831:							523.20
08/15	08/06/2015	50832	6551	Marty Buttram Electric	Electrical repairs to street light	305-3620-0000-317	142.00
Total 50832:							142.00
08/15	08/06/2015	50833	11541	Meyers Nave	Legal Fees for City VS Madera County	100-1615-0000-335	9,070.49
08/15	08/06/2015	50833	11541	Meyers Nave	Legal Services for June/July 2015	100-1615-0000-335	2,920.80
Total 50833:							11,991.29
08/15	08/06/2015	50834	12282	Mid Valley Disposal Inc.	Disposal Services for June 2015	100-1712-0000-800	51,667.96

M = Manual Check, V = Void Check

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice GL Account	Check Amount
Total 50834:							51,667.96
08/15	08/06/2015	50835	12739	Mission Communications LLC	Alarm renewal at well #14	205-7605-0000-317	347.40
Total 50835:							347.40
08/15	08/06/2015	50836	11445	MuniServices LLC	Sales Tax Reporting System for March 2015	100-1600-0000-801	5,339.75
Total 50836:							5,339.75
08/15	08/06/2015	50837	12743	Nuno, Arturo	deposit refund for 660 S Third St	205-0200-0000-043	53.95
Total 50837:							53.95
08/15	08/06/2015	50838	7516	Office Depot	supplies for Admin	100-1710-0000-300	69.37
08/15	08/06/2015	50838	7516	Office Depot	office supplies for Admin	100-1710-0000-300	69.37
08/15	08/06/2015	50838	7516	Office Depot	office supplies for Finance	100-1720-0000-300	55.72
Total 50838:							55.72
08/15	08/06/2015	50839	12750	Pearson Properties Inc	credit refund for 5170 Coronado	205-7605-0000-876	79.77
Total 50839:							79.77
08/15	08/06/2015	50840	7861	PG&E Customer Fund	Installation of electrical services at Corp Yard trailer	100-1712-0000-315	5,503.70
Total 50840:							5,503.70
08/15	08/06/2015	50841	7966	Platt Electrical Supply	Electrical supplies/ Public Works TRailer	100-1712-0000-315	6.45
08/15	08/06/2015	50841	7966	Platt Electrical Supply	Electrical supplies/ Public Works TRailer	100-1712-0000-315	5.28
08/15	08/06/2015	50841	7966	Platt Electrical Supply	Supplies for Ed Ray Park	100-6620-0000-315	69.34
Total 50841:							81.07
08/15	08/06/2015	50842	12752	PR Diamond Products Inc.	Asphalt cutter for the Water Dept	205-7605-0000-320	243.00
Total 50842:							243.00

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GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice GL Account	Check Amount
08/15	08/06/2015	50843	8031	Principal Financial Group	Dental Insurance for August 2015	702-0200-0000-041	7,087.88
Total 50843:							7,087.88
08/15	08/06/2015	50844	12744	Rendleman, Janet	deposit refund for 516 Riverside	205-0200-0000-043	34.35
Total 50844:							34.35
08/15	08/06/2015	50845	8796	S & W Auto Parts Inc.	Parts for Unit #364	305-3620-0000-301	38.42
08/15	08/06/2015	50845	8796	S & W Auto Parts Inc.	Vehicle maintenance equipment	100-2610-0000-320	16.99
08/15	08/06/2015	50845	8796	S & W Auto Parts Inc.	Vehicle maintenance equipment	100-2610-0000-320	78.29
Total 50845:							133.70
08/15	08/06/2015	50846	1136	Silva Ford Madera	Repairs for Unit 43	100-2805-0000-320	566.87
Total 50846:							566.87
08/15	08/06/2015	50847	9376	Sparkletts	Supplies for the WWTP	215-5705-0000-315	59.41
Total 50847:							59.41
08/15	08/06/2015	50848	10131	TF Tire & Service	Tire repairs to unit #28	305-3620-0000-320	22.00
Total 50848:							22.00
08/15	08/06/2015	50849	10176	The Presort Center	To Process Utility & Deliquent Notices	215-1720-0000-336	2,526.03
Total 50849:							2,526.03
08/15	08/06/2015	50850	11537	Toshiba Financial Services	Copier for 8/15/15 to 9/14/15	602-1715-0000-408	984.72
08/15	08/06/2015	50850	11537	Toshiba Financial Services	Copier for 8/15/15 to 9/14/15	602-1715-0000-408	588.01
Total 50850:							1,572.73
08/15	08/06/2015	50851	10571	US BANK (I.M.P.A.C. CAL-CARD)	Cal Card Expenses for PD	100-2610-0000-350	28.20
08/15	08/06/2015	50851	10571	US BANK (I.M.P.A.C. CAL-CARD)	Cal Card for Police Department	100-2805-0000-324	302.16
08/15	08/06/2015	50851	10571	US BANK (I.M.P.A.C. CAL-CARD)	Postage for Building	100-4805-0000-300	9.60
08/15	08/06/2015	50851	10571	US BANK (I.M.P.A.C. CAL-CARD)	Cal Card Expenses for PD	100-2610-0000-315	75.17

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GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice GL Account	Check Amount
08/15	08/06/2015	50851	10571	US BANK (I.M.P.A.C. CAL-CARD)	Cal Card Expense for PD	100-2610-0000-350	23.05
08/15	08/06/2015	50851	10571	US BANK (I.M.P.A.C. CAL-CARD)	Mouse Traps for PD	100-2610-0000-315	9.70
Total 50851:							447.88
08/15	08/06/2015	50852	12016	Vision Service Plan - (CA)	Vision Service for August 2015	702-0200-0000-040	773.58
Total 50852:							773.58
08/15	08/06/2015	50853	10911	Vulcan Materials	Street patch materials / Streets dept	305-3620-0000-317	289.18
Total 50853:							289.18
08/15	08/06/2015	50854	12647	Zaks Security	Security Services on Prisoner for medical	100-2610-0000-336	106.88
Total 50854:							106.88
08/15	08/06/2015	50855	12406	Zen Fire & Safety	Tax and Shipping	100-2705-0000-302	1,875.48
Total 50855:							1,875.48
08/15	08/11/2015	50856	8906	San Joaquin Valley Air	Permit Application for Well #11	205-7605-0000-317	75.00
Total 50856:							75.00
08/15	08/13/2015	50857	12380	Divine, Douglas	Special Investigative Gang Conference	100-2610-0000-305	1,504.94
Total 50857:							1,504.94
08/15	08/13/2015	50858	12429	O'Dell Engineering	Berenda Boat Ramp Project	565-6645-0000-500	16,039.28
Total 50858:							16,039.28
08/15	08/17/2015	50859	86	A-C Electric Company	Repairs to Well #10	205-7605-0000-317	233.32
Total 50859:							233.32
08/15	08/17/2015	50860	12064	AECOM	Engineering & Design for East side water tank	205-7605-0003-509	255.87

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GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice GL Account	Check Amount
Total 50860:							255.87
08/15	08/17/2015	50861	421	AmeriPride	City Hall Mats	100-1705-0000-315	59.18
08/15	08/17/2015	50861	421	AmeriPride	Supplies for the Senior center	100-6615-0000-315	33.68
08/15	08/17/2015	50861	421	AmeriPride	Supplies for the Garage	601-3615-0000-315	41.85
08/15	08/17/2015	50861	421	AmeriPride	Supplies for Public Works	305-3620-0000-315	89.47
08/15	08/17/2015	50861	421	AmeriPride	Supplies for the Garage	601-3615-0000-315	51.35
08/15	08/17/2015	50861	421	AmeriPride	Supplies for Public Works	305-3620-0000-315	118.97
08/15	08/17/2015	50861	421	AmeriPride	Supplies for the WWTP	215-5705-0000-315	15.68
08/15	08/17/2015	50861	421	AmeriPride	Supplies for Police Dept	100-2610-0000-315	33.18
08/15	08/17/2015	50861	421	AmeriPride	Supplies for the Garage	601-3615-0000-315	41.85
08/15	08/17/2015	50861	421	AmeriPride	Supplies for Public Works	305-3620-0000-315	107.47
08/15	08/17/2015	50861	421	AmeriPride	Supplies for the Garage	601-3615-0000-315	51.35
08/15	08/17/2015	50861	421	AmeriPride	Supplies for Public Works	305-3620-0000-315	119.97
08/15	08/17/2015	50861	421	AmeriPride	Supplies for the WWTP	215-5705-0000-315	15.68
08/15	08/17/2015	50861	421	AmeriPride	Supplies for Animal Shelter	100-2805-0000-315	66.25
08/15	08/17/2015	50861	421	AmeriPride	Supplies for the Senior Center	100-6615-0000-315	33.68
08/15	08/17/2015	50861	421	AmeriPride	Supplies for the Garage	601-3615-0000-315	41.85
08/15	08/17/2015	50861	421	AmeriPride	Supplies for Public Works	305-3620-0000-315	81.47
Total 50861:							1,002.93
08/15	08/17/2015	50862	12447	Blue Line Rental	Equipement rental for trenching electrical line/ Corp yard Trailer	100-1712-0000-315	479.20
Total 50862:							479.20
08/15	08/17/2015	50863	1281	BSK Associates	Open PO for Weekly Water test for the WWTP	215-5705-0000-350	65.00
08/15	08/17/2015	50863	1281	BSK Associates	Open PO for Weekly Water test for the Water Dept	205-7605-0000-350	168.00
08/15	08/17/2015	50863	1281	BSK Associates	Open PO for Weekly Water test for the WWTP	215-5705-0000-350	81.25
08/15	08/17/2015	50863	1281	BSK Associates	Waste Water Testing	215-5705-0000-350	255.00
08/15	08/17/2015	50863	1281	BSK Associates	Water Dept testing	205-7605-0000-350	225.00
08/15	08/17/2015	50863	1281	BSK Associates	Waste Water Testing	215-5705-0000-350	130.00
08/15	08/17/2015	50863	1281	BSK Associates	Open PO for Weekly Water test for the Water Dept	205-7605-0000-350	1,130.00
Total 50863:							2,054.25
08/15	08/17/2015	50864	1511	California Consulting LLC	Grant Writing Services 8/1/15-8/31/15	305-3620-0000-336	2,685.90

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GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice GL Account	Check Amount
Total 50864:							2,685.90
08/15	08/17/2015	50865	1776	Cascade Fire Equipment Co	Hose Outback 600	100-2705-0000-302	205.20
Total 50865:							205.20
08/15	08/17/2015	50866	1856	CDW Government, Inc.	WD MY PASSPORT ULTRA USB 1TB BLUE	602-1715-0000-302	141.35
08/15	08/17/2015	50866	1856	CDW Government, Inc.	Epson Workforce DS-510	100-2610-0000-301	291.81
08/15	08/17/2015	50866	1856	CDW Government, Inc.	MS MBG Exch On PLN 2 SHR Srv	602-1715-0000-302	238.14
08/15	08/17/2015	50866	1856	CDW Government, Inc.	Keyboard Mount for K9 unit MDT	100-2618-1202-302	60.10
Total 50866:							731.40
08/15	08/17/2015	50867	2096	Chowchilla Auto Body Work	Rear bumper with lamp assembly and labor	100-2610-0000-320	387.10
Total 50867:							387.10
08/15	08/17/2015	50868	2131	Chowchilla Dolt Best	Bath Tissue, Batteries	100-1710-0000-301	80.77
08/15	08/17/2015	50868	2131	Chowchilla Dolt Best	Supplies for Ed Ray park	100-6620-0000-315	59.94
08/15	08/17/2015	50868	2131	Chowchilla Dolt Best	Supplies for the Parks Restrooms	100-6620-0000-315	41.02
08/15	08/17/2015	50868	2131	Chowchilla Dolt Best	Supplies for the Streets Dept	305-3620-0000-317	10.04
08/15	08/17/2015	50868	2131	Chowchilla Dolt Best	Supplies for the parks dept	100-6620-0000-317	4.52
08/15	08/17/2015	50868	2131	Chowchilla Dolt Best	Graffiti Abatement supplies/ Parks	100-6620-0000-315	7.11
08/15	08/17/2015	50868	2131	Chowchilla Dolt Best	Supplies for the Corp Yard	205-7605-0000-315	11.87
08/15	08/17/2015	50868	2131	Chowchilla Dolt Best	Supplies for the Streets Dept	305-3620-0000-301	11.65
08/15	08/17/2015	50868	2131	Chowchilla Dolt Best	Supplies for the Corp Yard office	205-7605-0000-315	10.80
Total 50868:							237.72
08/15	08/17/2015	50869	2206	Chowchilla Volunteer Fire	2nd Quarter 2015 Stipend	100-2705-0000-306	3,018.00
Total 50869:							3,018.00
08/15	08/17/2015	50870	2211	Chowchilla Water District	15/16 water tax APN 001-290-012	100-1725-0000-346	30.00
08/15	08/17/2015	50870	2211	Chowchilla Water District	15/16 water tax APN 002-046-007	100-1725-0000-346	70.50
08/15	08/17/2015	50870	2211	Chowchilla Water District	15/16 water tax APN 002-051-007	100-1725-0000-346	121.50
08/15	08/17/2015	50870	2211	Chowchilla Water District	15/16 water tax APN 002-051-008	100-1725-0000-346	70.50
08/15	08/17/2015	50870	2211	Chowchilla Water District	15/16 water tax APN 025-180-007	800-8850-0000-346	10,540.00

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GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice GL Account	Check Amount
08/15	08/17/2015	50870	2211	Chowchilla Water District	15/16 water tax APN 002-190-022	330-3805-0000-346	406.50
08/15	08/17/2015	50870	2211	Chowchilla Water District	15/16 water tax APN 002-240-001	215-5705-0000-346	2,170.00
08/15	08/17/2015	50870	2211	Chowchilla Water District	15/16 water tax APN 002-240-002	215-5705-0000-346	60.00
08/15	08/17/2015	50870	2211	Chowchilla Water District	15/16 water tax APN 002-240-003	215-5705-0000-346	594.52
08/15	08/17/2015	50870	2211	Chowchilla Water District	15/16 water tax APN 002-240-005	215-5705-0000-346	35.10
08/15	08/17/2015	50870	2211	Chowchilla Water District	15/16 water tax APN 002-240-006	215-5705-0000-346	57.15
08/15	08/17/2015	50870	2211	Chowchilla Water District	15/16 water tax APN 002-240-007	215-5705-0000-346	917.66
08/15	08/17/2015	50870	2211	Chowchilla Water District	15/16 water tax APN 002-250-011	100-1725-0000-346	67.50
08/15	08/17/2015	50870	2211	Chowchilla Water District	APN#002-300-004 Water Tax	220-3650-0000-346	184.65
08/15	08/17/2015	50870	2211	Chowchilla Water District	15/16 water tax APN 002-310-023	100-1725-0000-346	108.90
08/15	08/17/2015	50870	2211	Chowchilla Water District	APN#027-010-002 Water Tax	210-5605-0000-346	930.00
08/15	08/17/2015	50870	2211	Chowchilla Water District	APN#027-031-001 Water Tax	210-5605-0000-346	96.00
Total 50870:							16,460.48
08/15	08/17/2015	50871	12074	Comcast	Cable for Police Department	100-2610-0000-315	10.95
08/15	08/17/2015	50871	12074	Comcast	Internet for PD	602-1715-0000-310	249.63
Total 50871:							260.58
08/15	08/17/2015	50872	2446	Consolidated Electrical	Electrical box for the trailer at the Corp Yard	100-1712-0000-315	324.00
Total 50872:							324.00
08/15	08/17/2015	50873	12643	David Leonard Associates	Rancho calera Specific Plan Amendment	701-0200-0000-042	375.00
Total 50873:							375.00
08/15	08/17/2015	50874	3031	Department of Justice/Acc	Fingerprinting for July 2015	100-2610-0000-891	511.00
Total 50874:							511.00
08/15	08/17/2015	50875	3711	Farmers Hardware	Supplies for the Water Dept	205-7605-0000-317	3.07
08/15	08/17/2015	50875	3711	Farmers Hardware	Supplies for the Water Dept	205-7605-0000-317	24.19
08/15	08/17/2015	50875	3711	Farmers Hardware	Supplies for the Water Dept	205-7605-0000-317	5.67
Total 50875:							32.93
08/15	08/17/2015	50876	12212	Fastenal Company	Supplies for the garage	601-3615-0000-321	5.14

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GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice GL Account	Check Amount
08/15	08/17/2015	50876	12212	Fastenal Company	Marking paint/ Water Dept	205-7605-0000-317	32.01
Total 50876:							37.15
08/15	08/17/2015	50877	3966	Franklin Pet Cemetery	Animal Disposal	100-2805-0000-324	36.00
Total 50877:							36.00
08/15	08/17/2015	50878	4031	Fresno City College	Training Sgt Hunter 2015 Spring	100-2610-0000-305	150.00
Total 50878:							150.00
08/15	08/17/2015	50879	12225	Home Depot Credit Services	Supplies for Public Works	100-6620-0000-315	212.29
08/15	08/17/2015	50879	12225	Home Depot Credit Services	Supplies for Public Works	205-7605-0000-317	32.37
Total 50879:							244.66
08/15	08/17/2015	50880	12753	Hunt, Derek	Deposit Refund for 551 Cherry Way	205-0200-0000-043	78.56
Total 50880:							78.56
08/15	08/19/2015	50881	12754	Iglesia Evangelica Bethesda	Deposit Refund for 1416 Orange Ave	205-0200-0000-043	.00 V
Total 50881:							.00
08/15	08/17/2015	50882	5431	Jim's A/C	Servce 10 roof top AC units	100-2610-0000-315	470.00
08/15	08/17/2015	50882	5431	Jim's A/C	Found main SC panels breaker tripped and reset	100-2610-0000-315	80.00
Total 50882:							550.00
08/15	08/17/2015	50883	12179	Keenan Associates	Monthly Admin of Insurances for Sep 2015	602-1715-0000-204	1,200.00
Total 50883:							1,200.00
08/15	08/17/2015	50884	12735	Laser Technology Inc.	Lidar for patrol	100-2610-0000-301	1,639.60
Total 50884:							1,639.60
08/15	08/17/2015	50885	5861	Law and Associates	Background Investigation Magana	100-2610-0000-306	250.00

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GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice GL Account	Check Amount
Total 50885:							250.00
08/15	08/17/2015	50886	6191	Mace Pest Control	Spray service at RC Wisener Park	100-6620-0000-315	70.00
08/15	08/17/2015	50886	6191	Mace Pest Control	Annual Pest Control Service for Fire Station	100-2705-0000-315	600.00
08/15	08/17/2015	50886	6191	Mace Pest Control	Monthyl Service at Ed Ray Park	100-6620-0000-315	80.00
Total 50886:							750.00
08/15	08/17/2015	50887	6271	Madera County Economic	FY 15/16 First Quarter Billing	425-4950-6529-333	6,761.75
Total 50887:							6,761.75
08/15	08/17/2015	50888	6551	Marty Buttram Electric	Install electrical panel / Corp Yard Trailer	100-1712-0000-315	318.00
Total 50888:							318.00
08/15	08/17/2015	50889	6626	McClendon, Joann	League of CA Cities City Clerk Workshop	100-1610-0000-307	187.09
Total 50889:							187.09
08/15	08/17/2015	50890	12166	Merced Transportation	Monthly Service Contract July 2015	325-3705-0000-336	17,567.66
Total 50890:							17,567.66
08/15	08/17/2015	50891	11658	National Meter & Automation Inc.	Order 7 pallets of new water meters for the Meter Installation Project.	207-7705-0000-500	64,255.14
Total 50891:							64,255.14
08/15	08/17/2015	50892	12214	NR Cleaning Services	Monthly cleaning Public Restrooms	100-6620-0000-315	510.00
Total 50892:							510.00
08/15	08/17/2015	50893	11956	Occupational Health Centers of	Employee Physical for R. Erigio	207-7705-0000-306	73.50
Total 50893:							73.50
08/15	08/17/2015	50894	7516	Office Depot	Supplies for the Water Dept	205-7605-0000-300	14.64
08/15	08/17/2015	50894	7516	Office Depot	Supplies for PD	100-2610-0000-300	108.30

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GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice GL Account	Check Amount
08/15	08/17/2015	50894	7516	Office Depot	Batteries for Restrooms Civic Center	100-1705-0000-315	15.70
08/15	08/17/2015	50894	7516	Office Depot	Cartridge Toner LJ Dual 80	100-1720-0000-300	312.97
08/15	08/17/2015	50894	7516	Office Depot	Office Supplies	100-2610-0000-300	136.29
Total 50894:							587.90
08/15	08/17/2015	50895	12330	Pacific Plan Review Inc	Fire Sprinkler Omission Additional bill	100-4805-0000-337	680.00
08/15	08/17/2015	50895	12330	Pacific Plan Review Inc	T.I. Camarena Health Plan Check	100-4805-0000-337	314.07
08/15	08/17/2015	50895	12330	Pacific Plan Review Inc	Gudgel PV Solar Plan Check	100-4805-0000-337	225.00
08/15	08/17/2015	50895	12330	Pacific Plan Review Inc	Robles PV Solar Plan Check	100-4805-0000-337	225.00
Total 50895:							1,444.07
08/15	08/17/2015	50896	11772	PARS	PARS Administration for June 2015	305-3620-0000-206	416.16
Total 50896:							416.16
08/15	08/17/2015	50897	7966	Platt Electrical Supply	Replace lights at Ed Ray park	100-6620-0000-315	220.68
Total 50897:							220.68
08/15	08/17/2015	50898	11612	ProClean Supply	Janitorial Supplies for City Facilities	100-6620-0000-315	542.21
08/15	08/17/2015	50898	11612	ProClean Supply	Janitorial Supplies	100-6620-0000-315	51.15
Total 50898:							593.36
08/15	08/19/2015	50899	8796	S & W Auto Parts Inc.	Vehicle Antifreeze	100-2610-0000-320	.00 V
08/15	08/19/2015	50899	8796	S & W Auto Parts Inc.	VLV Core Rem TL-Large	601-3615-0000-320	.00 V
08/15	08/19/2015	50899	8796	S & W Auto Parts Inc.	Val Syn power Oil	100-2610-0000-320	.00 V
08/15	08/19/2015	50899	8796	S & W Auto Parts Inc.	Switch Sw29	325-3705-0000-320	.00 V
08/15	08/19/2015	50899	8796	S & W Auto Parts Inc.	Freon	100-2610-0000-320	.00 V
08/15	08/19/2015	50899	8796	S & W Auto Parts Inc.	Air Filter and coolant unit 34	100-2705-0000-320	.00 V
08/15	08/19/2015	50899	8796	S & W Auto Parts Inc.	Antifreeze for PD	100-2610-0000-320	.00 V
08/15	08/19/2015	50899	8796	S & W Auto Parts Inc.	IDQ R134A Freon	100-2705-0000-320	.00 V
08/15	08/19/2015	50899	8796	S & W Auto Parts Inc.	Water pump for 2009 crown vic	100-2610-0000-320	.00 V
08/15	08/19/2015	50899	8796	S & W Auto Parts Inc.	Parts for unit #173	305-3620-0000-301	.00 V
08/15	08/19/2015	50899	8796	S & W Auto Parts Inc.	Supplies for the garage	601-3615-0000-321	.00 V

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GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice GL Account	Check Amount
Total 50899:							.00
08/15	08/17/2015	50900	8906	San Joaquin Valley Air	Permits for Well #14	205-7605-0000-317	1,031.51
Total 50900:							1,031.51
08/15	08/17/2015	50901	1136	Silva Ford Madera	Supplies for Police Dept	100-2610-0000-320	300.52
08/15	08/17/2015	50901	1136	Silva Ford Madera	Diagnose and replace temp sensors	100-2705-0000-320	710.97
Total 50901:							1,011.49
08/15	08/17/2015	50902	9641	Spider Guy Pest Control	Pest Control at the Police Department	100-2610-0000-315	741.00
Total 50902:							741.00
08/15	08/17/2015	50903	10116	Tesei Petroleum Inc.	Fuel for City	325-3705-0000-320	2,843.24
08/15	08/17/2015	50903	10116	Tesei Petroleum Inc.	Fuel for City	325-3705-0000-320	3,466.87
Total 50903:							6,310.11
08/15	08/17/2015	50904	10131	TF Tire & Service	Vehicle O/M (Tires)	100-2705-0000-320	773.70
Total 50904:							773.70
08/15	08/17/2015	50905	10356	TransUnion LLC	Basic Service Charge	420-4810-0000-336	66.00
Total 50905:							66.00
08/15	08/17/2015	50906	10506	Underground Service Alert	Annual membership/ Public Services	205-7605-0000-345	353.64
Total 50906:							353.64
08/15	08/17/2015	50907	10566	US Bank	Trustee/Dissemination Agent/Incidental Exp.	800-8850-0000-336	2,310.00
Total 50907:							2,310.00
08/15	08/17/2015	50908	10571	US BANK (I.M.P.A.C. CAL-CARD)	Animal Food for K-9	100-2618-1202-324	46.43
08/15	08/17/2015	50908	10571	US BANK (I.M.P.A.C. CAL-CARD)	Parts for Unit #43	100-6620-0000-320	669.59

M = Manual Check, V = Void Check

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice GL Account	Check Amount
08/15	08/17/2015	50908	10571	US BANK (I.M.P.A.C. CAL-CARD)	Cal Card Expenses	207-7705-0000-500	272.53
08/15	08/17/2015	50908	10571	US BANK (I.M.P.A.C. CAL-CARD)	Cal Card Expenses for June/July 2015	100-6625-0000-300	2,890.04
08/15	08/17/2015	50908	10571	US BANK (I.M.P.A.C. CAL-CARD)	Fan for Well #5	205-7605-0000-317	397.74
08/15	08/17/2015	50908	10571	US BANK (I.M.P.A.C. CAL-CARD)	Supplies for the Street Dept	305-3620-0000-301	5.56
Total 50908:							4,281.89
08/15	08/17/2015	50909	10756	Verizon Wireless	Phones 06/10/15-07/09/15	100-2705-0000-310	824.65
08/15	08/17/2015	50909	10756	Verizon Wireless	Police Dept. Phones 06/10-07/09	602-1715-0000-310	1,010.73
Total 50909:							1,835.38
08/15	08/17/2015	50910	10851	Vincent Communications	Vehicle Rapid Charger /Power Cable	100-2705-0000-312	205.97
Total 50910:							205.97
08/15	08/17/2015	50911	12406	Zen Fire & Safety	Structure Turn Out Gear	100-2705-0000-302	1,669.81
Total 50911:							1,669.81
08/15	08/17/2015	50912	11381	Zoom Imaging Solutions, Inc.	Copier Lease Civic Center	602-1715-0000-301	336.37
08/15	08/17/2015	50912	11381	Zoom Imaging Solutions, Inc.	Supply Order MG2011/12/15	602-1715-0000-301	132.97
08/15	08/17/2015	50912	11381	Zoom Imaging Solutions, Inc.	Copier Lease at PD	602-1715-0000-301	11.31
Total 50912:							480.65
08/15	08/19/2015	50913	2136	Chowchilla Employees Assn.	Employee Contribution	702-0200-0000-040	50.00
Total 50913:							50.00
08/15	08/19/2015	50914	12408	Chowchilla Mid-Management	Employee Contributions	702-0200-0000-040	270.00
Total 50914:							270.00
08/15	08/19/2015	50915	2166	Chowchilla Office	Employee Contributions	702-0200-0000-040	175.00
Total 50915:							175.00
08/15	08/19/2015	50916	2171	Chowchilla Peace Officers	Employee Contribution	702-0200-0000-040	903.00

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GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice GL Account	Check Amount
Total 50916:							903.00
08/15	08/19/2015	50917	3836	Fitness Peak	Employee Contribution	702-0200-0000-040	122.50
Total 50917:							122.50
08/15	08/19/2015	50918	12754	Iglesia Evangelica Bethesda	Deposit Refund for 1416 Orange Ave	205-0200-0000-043	87.35
Total 50918:							87.35
08/15	08/19/2015	50919	8796	S & W Auto Parts Inc.	VLV Core Rem TL-Large	601-3615-0000-320	12.75
08/15	08/19/2015	50919	8796	S & W Auto Parts Inc.	Val Syn power Oil	100-2610-0000-320	60.13
08/15	08/19/2015	50919	8796	S & W Auto Parts Inc.	Switch Sw29	325-3705-0000-320	93.95
08/15	08/19/2015	50919	8796	S & W Auto Parts Inc.	Freon	100-2610-0000-320	99.08
08/15	08/19/2015	50919	8796	S & W Auto Parts Inc.	Air Filter and coolant unit 34	100-2705-0000-320	61.68
08/15	08/19/2015	50919	8796	S & W Auto Parts Inc.	Antifreeze for PD	100-2610-0000-320	26.42
08/15	08/19/2015	50919	8796	S & W Auto Parts Inc.	IDQ R134A Freon	100-2705-0000-320	99.08
08/15	08/19/2015	50919	8796	S & W Auto Parts Inc.	Water pump for 2009 crown vic	100-2610-0000-320	87.53
08/15	08/19/2015	50919	8796	S & W Auto Parts Inc.	Parts for unit #173	305-3620-0000-301	3.29
08/15	08/19/2015	50919	8796	S & W Auto Parts Inc.	Supplies for the garage	601-3615-0000-321	13.20
08/15	08/19/2015	50919	8796	S & W Auto Parts Inc.	IDQ R134A Freon F Cal	602-1715-0000-320	99.08
Total 50919:							656.19
08/15	08/19/2015	50920	10571	US BANK (I.M.P.A.C. CAL-CARD)	Cal Card Expenses for July 2015	100-2610-0000-312	580.02
Total 50920:							580.02
08/15	08/19/2015	50921	12044	U.S. Bank (PARS)	Employee Contributions	702-0200-0000-040	296.00
Total 50921:							296.00
08/15	08/25/2015	50922	11622	Cota Cole LLP	Legal Fees for July 2015 Retainer	100-1615-0000-335	8,829.79
08/15	08/25/2015	50922	11622	Cota Cole LLP	Legal Fees for Special Counsel	100-1615-0000-335	1,444.00
08/15	08/25/2015	50922	11622	Cota Cole LLP	Legal Fees for Rancho Calera	100-1615-0000-335	361.00
08/15	08/25/2015	50922	11622	Cota Cole LLP	Legal Fees for Pitchess Motions	100-1615-0000-335	43.80
08/15	08/25/2015	50922	11622	Cota Cole LLP	Legal Fees for City VS CHWDC Inc.	100-1615-0000-335	86.00
08/15	08/25/2015	50922	11622	Cota Cole LLP	Legal Fees for Heffington Abatement Action	100-1615-0000-335	666.04

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GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice GL Account	Check Amount
08/15	08/25/2015	50922	11622	Cota Cole LLP	Legal Fees for CPOA VS City	100-1615-0000-335	95.00
08/15	08/25/2015	50922	11622	Cota Cole LLP	Legal Fees for Collective Bargaining	100-1615-0000-335	2,352.41
08/15	08/25/2015	50922	11622	Cota Cole LLP	Legal Fees for Legacy Ranch	100-1615-0000-335	380.00
08/15	08/25/2015	50922	11622	Cota Cole LLP	Legal Fees for Employee Complaints	100-1615-0000-335	2,831.00
Total 50922:							17,089.04
08/15	08/25/2015	50923	8521	David Riviere	Chief's Executive Conference in Pismo	100-2610-0000-305	231.00
Total 50923:							231.00
08/15	08/25/2015	50924	5996	Liebert Cassidy Whitmore	Legal Fees for July 2015	100-1615-0000-335	1,091.60
Total 50924:							1,091.60
08/15	08/25/2015	50925	11541	Meyers Nave	Legal Services for City VS Madera County	100-1615-0000-335	7,544.50
Total 50925:							7,544.50
08/15	08/25/2015	50926	12674	Precision Well Drilling	Credit for FY 14/15 Business License Fees	100-1600-0000-805	233.00
08/15	08/25/2015	50926	12674	Precision Well Drilling	Tested 3 sites for possible new well sites	205-7605-0003-509	900.00
Total 50926:							667.00
08/15	08/25/2015	50927	10571	US BANK (I.M.P.A.C. CAL-CARD)	Cal Card Expenses for June 2015	100-1710-0000-307	1,620.00
08/15	08/25/2015	50927	10571	US BANK (I.M.P.A.C. CAL-CARD)	WUE Testing fees	205-7605-0000-305	365.00
08/15	08/25/2015	50927	10571	US BANK (I.M.P.A.C. CAL-CARD)	Cal Card Expenses for June 2015	100-1605-0000-307	1,769.23
Total 50927:							3,754.23
08/15	08/28/2015	50928	86	A-C Electric Company	Repairs to Well #5	205-7605-0000-317	977.00
08/15	08/28/2015	50928	86	A-C Electric Company	Repairs to Well #5	205-7605-0000-317	229.90
08/15	08/28/2015	50928	86	A-C Electric Company	Repairs to well #11	205-7605-0000-317	609.90
Total 50928:							1,816.80
08/15	08/28/2015	50929	421	AmeriPride	Mats for Civic Center	100-1705-0000-315	59.18
08/15	08/28/2015	50929	421	AmeriPride	Supplies for the WWTP	215-5705-0000-315	15.68
08/15	08/28/2015	50929	421	AmeriPride	Civic Center Mats	100-1705-0000-315	53.18

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GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice GL Account	Check Amount
08/15	08/28/2015	50929	421	AmeriPride	Supplies for the Senior Center	100-6615-0000-315	33.68
Total 50929:							161.72
08/15	08/28/2015	50930	446	Anderson Pump Co	Parts for Well #10	205-7605-0000-317	48.75
Total 50930:							48.75
08/15	08/28/2015	50931	691	A-Z Bus Sales Inc.	Latch, Straight LH&RH	325-3705-0000-320	150.59
Total 50931:							150.59
08/15	08/28/2015	50932	1281	BSK Associates	Open PO for Weekly Water test for the WWTP	215-5705-0000-350	130.00
08/15	08/28/2015	50932	1281	BSK Associates	Open PO for Weekly Water test for the WWTP	215-5705-0000-350	130.00
08/15	08/28/2015	50932	1281	BSK Associates	Open PO for Weekly Water test for the Water Dept	205-7605-0000-350	94.00
08/15	08/28/2015	50932	1281	BSK Associates	Open PO for Weekly Water test for the WWTP	215-5705-0000-350	65.00
08/15	08/28/2015	50932	1281	BSK Associates	Open PO for Weekly Water test for the Water Dept	205-7605-0000-350	565.00
08/15	08/28/2015	50932	1281	BSK Associates	Open PO for Weekly Water test for the Water Dept	205-7605-0000-350	608.00
08/15	08/28/2015	50932	1281	BSK Associates	Open PO for Weekly Water test for the WWTP	215-5705-0000-350	65.00
Total 50932:							1,657.00
08/15	08/28/2015	50933	1781	Caselle, Inc.	Contracted Support Services July 2015	602-1715-0000-302	580.00
Total 50933:							580.00
08/15	08/28/2015	50934	12762	Central Cal Machining	Cut & Drill Channel Brackets for Water Meter Gateway	207-7705-0000-500	56.00
Total 50934:							56.00
08/15	08/28/2015	50935	12430	Central Valley Investigative Services	New firefighter background	100-2705-0000-306	480.00
Total 50935:							480.00
08/15	08/28/2015	50936	2131	Chowchilla Dolt Best	Supplies for the Parks dept	100-6620-0000-315	31.50
08/15	08/28/2015	50936	2131	Chowchilla Dolt Best	Clock for the Senior Center	100-6615-0000-315	25.91
08/15	08/28/2015	50936	2131	Chowchilla Dolt Best	Supplies for the Parks Dept	100-6620-0000-315	44.79
08/15	08/28/2015	50936	2131	Chowchilla Dolt Best	Supplies for the Water Dept	205-7605-0000-317	1.51
08/15	08/28/2015	50936	2131	Chowchilla Dolt Best	Supplies for the Water Dept	205-7605-0000-315	3.21

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GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice GL Account	Check Amount
08/15	08/28/2015	50936	2131	Chowchilla Dolt Best	Supplies for the Water Dept	205-7605-0000-315	4.18
Total 50936:							111.10
08/15	08/28/2015	50937	11412	Chowchilla News	Subscription	100-1710-0000-300	58.00
Total 50937:							58.00
08/15	08/28/2015	50938	2246	City National Bank	Lease #00-023B Streets	915-9915-0000-400	136,322.85
08/15	08/28/2015	50938	2246	City National Bank	#00-023C Waste Water acct 645094 note 00233	216-5806-0000-400	80,968.88
Total 50938:							217,291.73
08/15	08/28/2015	50939	12074	Comcast	Internet for PD	602-1715-0000-310	243.64
Total 50939:							243.64
08/15	08/28/2015	50940	12756	Commercial Neon, Inc.	Refund Planning Fees-Project Cancelled	100-4605-0000-870	2,077.00
Total 50940:							2,077.00
08/15	08/28/2015	50941	3676	Ewing Irrigation Products Inc.	Sprinkler repair parts/ Parks Dept	100-6620-0000-317	163.35
08/15	08/28/2015	50941	3676	Ewing Irrigation Products Inc.	Replacement sprinkler heads for the parks dept	100-6620-0000-317	836.48
Total 50941:							999.83
08/15	08/28/2015	50942	3711	Farmers Hardware	Supplies for the WWTP	215-5705-0000-317	11.27
08/15	08/28/2015	50942	3711	Farmers Hardware	Supplies for the Parks Dept	100-6620-0000-301	70.22
08/15	08/28/2015	50942	3711	Farmers Hardware	Credit for the Parks Dept	100-6620-0000-301	1.09-
Total 50942:							80.40
08/15	08/28/2015	50943	12212	Fastenal Company	Blue Marking Paint for the Water Meter project	207-7705-0000-500	32.01
Total 50943:							32.01
08/15	08/28/2015	50944	12188	Folsom Lake Ford	Police Patrol Vehicle	100-2610-0000-504	37,226.15

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GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice GL Account	Check Amount
Total 50944:							37,226.15
08/15	08/28/2015	50945	12460	Fresno-Madera Area Agency on Aging	Non USDA Qualified Meals	100-6615-0000-328	86.20
08/15	08/28/2015	50945	12460	Fresno-Madera Area Agency on Aging	Nutrition Site Supplies	100-6615-0000-314	61.90
Total 50945:							148.10
08/15	08/28/2015	50946	12451	Hutson, Donna	Refund Deposit for 7290 Edgewater	205-0200-0000-043	93.64
Total 50946:							93.64
08/15	08/28/2015	50947	5436	Jobs Available	Subscription Renewal	100-1710-0000-300	45.00
Total 50947:							45.00
08/15	08/28/2015	50948	12760	Koehn, Scott	Deposit Refund for 8450 Lakeshore Dr.	205-0200-0000-043	26.48
Total 50948:							26.48
08/15	08/28/2015	50949	12531	Madera County Fairmead Landfill	Disposal Services for July	210-5605-0000-351	13,108.63
Total 50949:							13,108.63
08/15	08/28/2015	50950	6791	Merced Sun-Star	Credit Memo Overpayment	100-1710-0000-337	81.09
08/15	08/28/2015	50950	6791	Merced Sun-Star	LLMD Resolution	310-3625-0000-337	364.88
Total 50950:							283.79
08/15	08/28/2015	50951	12282	Mid Valley Disposal Inc.	Disposal Services for City Bins	210-5605-0000-350	684.46
08/15	08/28/2015	50951	12282	Mid Valley Disposal Inc.	Disposal Services for city bins	210-5605-0000-350	633.46
Total 50951:							1,317.92
08/15	08/28/2015	50952	6966	Mobile Communications Inc.	Monthly Repeater Rental	325-3705-0000-301	84.00
Total 50952:							84.00
08/15	08/28/2015	50953	11445	MuniServices LLC	Quarterly Sales Tax Reporting STARS	100-1720-0000-336	833.89

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GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice GL Account	Check Amount
Total 50953:							833.89
08/15	08/28/2015	50954	11658	National Meter & Automation Inc.	Purchase meters for Water Meter project Phase 1	207-7705-0000-500	16,001.28
Total 50954:							16,001.28
08/15	08/28/2015	50955	7281	NBS Government Finance	Delinquency Management Services Tax Roll Removal	540-4830-0000-336	1,850.00
08/15	08/28/2015	50955	7281	NBS Government Finance	Delinquent Installments FY06/07 FY 09/10 Greenhills	540-4830-0000-336	150.00
Total 50955:							2,000.00
08/15	08/28/2015	50956	11956	Occupational Health Centers of	Dot physical Recert-M. Myers	305-3620-0000-305	88.50
Total 50956:							88.50
08/15	08/28/2015	50957	7516	Office Depot	Supplies for Public Works	305-3620-0000-317	65.34
08/15	08/28/2015	50957	7516	Office Depot	Purchase Copy Paper for Civic Center	100-1705-0000-300	297.00
08/15	08/28/2015	50957	7516	Office Depot	Office Supplies Pens, Push Pins	100-1720-0000-300	56.67
08/15	08/28/2015	50957	7516	Office Depot	Office Supplies / Public Works	215-5705-0000-300	80.98
Total 50957:							499.99
08/15	08/28/2015	50958	8031	Principal Financial Group	Dental Insurance for September 2015	702-0100-0000-023	8,318.79
Total 50958:							8,318.79
08/15	08/28/2015	50959	8081	PROtech Security & Electronics	Annual Monitoring/Maintenance City Garage 15/16	601-3615-0000-315	444.60
08/15	08/28/2015	50959	8081	PROtech Security & Electronics	Annual Monitoring Amador Lift Station	215-5705-0000-315	456.00
08/15	08/28/2015	50959	8081	PROtech Security & Electronics	Annual Monitoring Fire Station	100-2705-0000-315	660.00
08/15	08/28/2015	50959	8081	PROtech Security & Electronics	Annual Monitoring Social Services	100-1712-0000-315	660.00
08/15	08/28/2015	50959	8081	PROtech Security & Electronics	Alarm for 621 W. Robertson RDA Property	956-9950-0000-336	564.00
08/15	08/28/2015	50959	8081	PROtech Security & Electronics	Annual Monitoring 11th/Colusa 15/16	215-5705-0000-315	456.00
08/15	08/28/2015	50959	8081	PROtech Security & Electronics	Annual Monitoring Senior Center 15/16	100-6615-0000-315	444.00
08/15	08/28/2015	50959	8081	PROtech Security & Electronics	Annual Monitoring Palm/Robertson 15/16	215-5705-0000-315	456.00
08/15	08/28/2015	50959	8081	PROtech Security & Electronics	Annual Monitoring Public Works	100-1705-0000-315	948.00
08/15	08/28/2015	50959	8081	PROtech Security & Electronics	Annual Monitoring Sports & Leisure Center 15/16	100-6620-0000-315	444.00
08/15	08/28/2015	50959	8081	PROtech Security & Electronics	Annual Monitoring Waste Water Treatment 15/16	215-5705-0000-315	444.60
08/15	08/28/2015	50959	8081	PROtech Security & Electronics	Annual Monitoring Well Station #10 15/16	205-7605-0000-317	456.00

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GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice GL Account	Check Amount
08/15	08/28/2015	50959	8081	PROtech Security & Electronics	Annual Monitoring Civic Center 15/16	100-1705-0000-315	840.00
08/15	08/28/2015	50959	8081	PROtech Security & Electronics	Annual Monitoring Well Station #11	205-7605-0000-317	456.00
08/15	08/28/2015	50959	8081	PROtech Security & Electronics	Annual Monitoring Police Dept. FA	100-2610-0000-315	312.00
Total 50959:							8,041.20
08/15	08/28/2015	50960	12755	Richmond, Sherie	Refund of Park Pavillion Rental	100-6620-0000-841	65.00
Total 50960:							65.00
08/15	08/28/2015	50961	11486	Robin Roman	FTA Procurment Workshop	325-3705-0000-305	11.00
Total 50961:							11.00
08/15	08/28/2015	50962	8796	S & W Auto Parts Inc.	Valve Knob	100-2705-0000-320	11.83
Total 50962:							11.83
08/15	08/28/2015	50963	8831	Safe T Lite of Modesto	City logo vehicle decals for the Garage	601-3615-0000-321	144.89
Total 50963:							144.89
08/15	08/28/2015	50964	9206	Self Help Enterprises	Preparation of five Reports (3 HM 2 CDBG)	415-4810-0000-336	500.00
08/15	08/28/2015	50964	9206	Self Help Enterprises	Loan Portfolio Mgmt Services - CDBG	415-4810-0000-336	1,344.00
08/15	08/28/2015	50964	9206	Self Help Enterprises	Loan Portfolio Mgmt Services - Home	420-4810-0000-336	400.00
08/15	08/28/2015	50964	9206	Self Help Enterprises	Loan Portfolio Mgmt Services - RDA	956-9950-0000-336	32.00
Total 50964:							2,276.00
08/15	08/28/2015	50965	10116	Tesei Petroleum Inc.	Fuel for City	325-3705-0000-320	2,649.40
08/15	08/28/2015	50965	10116	Tesei Petroleum Inc.	Fuel for City	325-3705-0000-320	3,193.52
08/15	08/28/2015	50965	10116	Tesei Petroleum Inc.	Fuel for the Corp Yard	100-6620-0000-320	590.83
08/15	08/28/2015	50965	10116	Tesei Petroleum Inc.	Propane for the Forklift	305-3620-0000-301	21.97
Total 50965:							6,455.72
08/15	08/28/2015	50966	10131	TF Tire & Service	firehawk gt pursuit tires qty 6	100-2610-0000-320	816.25
08/15	08/28/2015	50966	10131	TF Tire & Service	Repair tire on Unit #168	305-3620-0000-320	22.00
08/15	08/28/2015	50966	10131	TF Tire & Service	Tires repair for Unit #168	305-3620-0000-320	22.00

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GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice GL Account	Check Amount
Total 50966:							860.25
08/15	08/28/2015	50967	10176	The Presort Center	Shut off notice Aug 15	215-1720-0000-336	293.22
08/15	08/28/2015	50967	10176	The Presort Center	To Process Utility & Deliquent Notices	215-1720-0000-336	2,528.48
Total 50967:							2,821.70
08/15	08/28/2015	50968	10581	USA Bluebook	Repair parts for the water well chlorinator pumps.	205-7605-0000-317	667.06
08/15	08/28/2015	50968	10581	USA Bluebook	Repair parts for the water well chlorinator pumps.	205-7605-0000-317	1,034.43
Total 50968:							1,701.49
08/15	08/28/2015	50969	10756	Verizon Wireless	Cell Phone Service 06/24-07/23	100-1610-0000-301	267.34
Total 50969:							267.34
08/15	08/28/2015	50970	12284	Weco Industries LLC	Water service locator/ Water Dept	207-7705-0000-500	962.60
Total 50970:							962.60
08/15	08/28/2015	50971	11026	West America Bank	Lease Agreement #00-023-A Note#526-00810	917-1720-0000-407	204,000.00
Total 50971:							204,000.00
08/15	08/28/2015	50972	12757	West Valley Construction	Water meter installation project/Partial Billing 1	207-7705-0000-500	68,682.62
Total 50972:							68,682.62
08/15	08/28/2015	50973	11381	Zoom Imaging Solutions, Inc.	Copier Lease Fire Department	602-1715-0000-301	30.71
Total 50973:							30.71
Grand Totals:							926,662.19

Report Criteria:
Report type: Invoice detail



REPORT TO THE CITY COUNCIL and SUCCESSOR AGENCY

Meeting of September 8, 2015

Agenda Section:	<u>New Business</u>
SUBJECT:	Consideration of Approval of Revised Long Term Property Management Plan and Resolution
Prepared By:	<u>Sherri Dueker, Accounting Manager</u>
Authorized By:	<u>Rod Pruett, Finance Director</u>
Approved By:	<u>Brian Haddix, City Administrator</u>

RECOMMENDATION:

Adopt a City Council Resolution and Successor Agency Resolution approving the Revised Long Range Property Management Plan

HISTORY / BACKGROUND:

Pursuant to Health and Safety Code section 34191.5, within six months after receiving a Finding of Completion, pursuant to Health and Safety Code Section 34179.7, from the Department of Finance (the "DOF"), the Chowchilla Successor Agency (the "Successor Agency"), successor in interest of the former Chowchilla Redevelopment Agency (the "Former RDA"), is required to submit for approval to the Oversight Board and the DOF a Long-Range Property Management Plan ("LRPMP") that addresses the disposition and use of the real properties of the former redevelopment agency.

The Successor Agency received its Finding of Completion as of April 26, 2013 and has prepared the LRPMP to address the disposition and use of the real properties of the former redevelopment agency which are housing assets disposed of pursuant to Health and Safety Code Section 34176 and public use parcels disposed of pursuant to Health and Safety Code Section 34177(e), 34181(a) and 34191.3.

The Former RDA transferred the properties listed below to the City in March 2011, the "Transferred Governmental Use Parcels":

1. Property located in the City of Chowchilla identified as Assessor's Parcel Nos. APN 002-310-011, 002-310-013, 002-310 015, 002-310-017, 002-310-019, 002-310-021, and 002-310-023, publicly owned, operated, and maintained areas dedicated for use as a storm drain pond (the "Storm Drain Parcels");
2. Property located in the City of Chowchilla identified as Assessor's Parcel Nos. 002-240-005 and 002-240-006, publicly owned, operated, and maintained areas dedicated for use as a waste treatment plan (the "Waste Treatment Plant Parcels");
3. Property located in the City of Chowchilla identified as Assessor's Parcel No. 002-280-027, a publicly owned, operated, and maintained area dedicated for use as a public right of way (the "S. Chowchilla Right of Way Parcel");
4. Property located in the City of Chowchilla identified as Assessor's Parcel No. 002-175-002, a publicly owned, operated, and maintained area dedicated for use as a public right of way (the "Front Avenue Right of Way Parcel");

5. Property located in the City of Chowchilla identified as Assessor's Parcel No. 002-041-007, a publicly owned, operated, and maintained area dedicated for use as a youth center (the "Youth Center Parcel"); and
6. Property located in the City of Chowchilla identified as Assessor's Parcel No. 002-250-067, a publicly owned, operated, and maintained area dedicated for use as a water basin, water well and water tank (the "Water Tank Parcel").

In addition to the Transferred Public Use Parcels, on March 8, 2011 the Former RDA transferred the property located in the City of Chowchilla identified as Assessor's Parcel Nos. 002-250-053 (the "Liquidation Parcel") to the City.

Upon the dissolution of the Former Agency on February 1, 2012, pursuant to Health and Safety Code Section 34175(b), the Former RDA properties listed below, which shall herein after be collectively referred to as the "Retained Governmental Use Parcels," were retained by the Successor Agency:

1. Property located in the City of Chowchilla identified as Assessor's Parcel No. 002-250-064, a publicly owned, operated, and maintained area dedicated for use as a public right of way (the "Right of Way Parcel 1 ");
2. Property located in the City of Chowchilla identified as Assessor's Parcel No. 002-250-066, a publicly owned, operated, and maintained area dedicated for use as a public right of way (the "Right of Way Parcel 2 "). This parcel will no longer be retained for Government Use, and is intended to be liquidated by this revised LRPMP; and
3. Property located in the City of Chowchilla identified as Assessor's Parcel No. 002-250-063, a publicly owned, operated, and maintained area dedicated for use as a water canal (the "Berenda Canal Parcel").

The Oversight Board approved a transfer of the Retained Governmental Use Parcels to the City and ratified the transfer of the Transferred Governmental Use Parcels to the City pursuant to Health and Safety Code Sections 34177(e), 34191.3 and 34181(a). The Oversight Board further approved the Initial LRPMP on October 24, 2013. The Oversight Board actions were submitted to the California Department of Finance (the "DOF") on October 25, 2013. By determination letter dated March 21, 2014, the DOF required that Successor Agency revise the LRPMP to include the various public use properties that the Oversight Board had requested be transferred to the City pursuant to Health and Safety Code Sections 34177(e), 34191.3 and 34181(a), including the Transferred Governmental Use Parcels, the Retained Governmental Use Parcels, and the Liquidation Parcel.

Health and Safety Code Section 34191.5 authorizes four categories for disposition of a successor agency's property, as summarized in Table 1, below:

Table 1: Permitted Uses/Disposition of Successor Agency Real Property Under a LRPMP (Health and Safety Code Section 34191.5)

Plan Category	Use/Disposition Purpose of Property	Property Transferee
Enforceable Obligation	Use Consistent with Enforceable Obligation Terms	Designated Enforceable Obligation Recipient
Governmental	Governmental Use in Accordance with Section 34181(a)	Appropriate Public Jurisdiction
Approved Redevelopment Plan Project	Direct Use, or Liquidation and Use of Proceeds, for Project Identified in Approved Redevelopment Plan	Host Community (City of Chowchilla)
Other Liquidation	Distribution of Sale Proceeds as Property Taxes to Affected Taxing Entities	Approved Purchase

As more fully set forth in the Revised LRPMP, the Revised LRPMP provides for the disposition of the properties in the following manner.

Table 2: Summary of LRPMP List of Properties and Designated Use/Disposition

Property:	Recommended Use
“Storm Drain Parcels”	Governmental Use
“Waste Treatment Plant Parcels”	Governmental Use
“S. Chowchilla Right of Way Parcel”	Governmental Use
“Front Avenue Right of Way Parcel”	Governmental Use
“Youth Center Parcel”	Governmental Use
“Water Tank Parcel”	Governmental Use
“Right of Way Parcel 1 ”	Governmental Use
“Remnant Parcel”	Governmental Use
“Right of Way Parcel 2 ”	Other Liquidation
“Berenda Canal Parcel”	Governmental Use
“Liquidation Parcel”	Other Liquidation

On February 26, 2015, pursuant to Health and Safety Code Section 34191.5(b) the Oversight Board approved the Revised LRPMP. Although the action of the City Council and Successor Agency’s governing board are not required by law, the Department of Finance has conditioned the Department’s approval of the Revised LRPMP on an express acknowledgment and agreement by the City and Successor Agency that the City will use the Transferred Governmental Use Parcels and the Retained Governmental Use Parcels for the public uses summarized in Table 3, consistent with the Revised LRPMP:

Table 3: Summary of City Uses for Transferred Governmental Use Parcels and the Retained Governmental Use Parcels

Parcel	Designated Public Use
Storm Drain Parcel	The City will own, operate, and maintain the property as a storm drain pond.
Waste Treatment Plant Parcels	The City will own, operate, and maintain the property for waste water overflow and future expansion of the water treatment plant.
S. Chowchilla Right of Way Parcel	The City will own, operate, and maintain the property as a public right of way (sidewalk).
Front Avenue Right of Way Parcel	The City will own, operate, and maintain the property as a public right of way (sidewalk).
Youth Center Parcel	The City will own, operate, and maintain the property as a youth/community center.

Water Tank Parcel	The City will own, operate, and maintain the property for the placement of water basin, water well or water tank.
Right of Way Parcel 1	The City will own, operate, and maintain the property as a public right of way (public sidewalk)
Berenda Canal Parcel	The City will own, operate, and maintain the property for use as a water canal.

Staff recommends, the adoption of City Council and Successor Agency Resolutions, pursuant to Health and Safety Code Section 34191.5, to approve the Revised LRPMP and to authorize the disposition of the properties in conformance with the LRPMP and as an express acknowledgement and agreement that the City will use the Transferred Governmental Use Parcels and the Retained Governmental Use Parcels for the public uses described in Table 3, consistent with the Revised LRPMP.

FINANCIAL IMPACT:

The Revised LRPMP directs the Successor Agency transfer the Retained Governmental Use Parcels to the City and ratifies the transfer of the Transferred Governmental Use Parcels to the City. The Revised LRPMP further requires that the City enter into a compensation agreement pursuant to Health and Safety Code Section 34180(f) with the affected taxing entities (the "Taxing Entities") specifying that the Net Proceeds (as further defined and described below), of the City's use of the Properties and any further disposition by the City to third parties of the Properties, will be remitted to the County Auditor-Controller for distribution to all of the Taxing Entities on a pro-rata basis in proportion to each Taxing Entity's respective share of the property tax base.

The Revised LRPMP directs the Successor Agency and City to sell the 'Liquidation Parcel' and 'Right of Way Parcel 2' . The Successor Agency and City will either list the properties for sale for the appraised value or the highest offer received or place the property for auction, and the proceeds of the sale minus the documented costs to the City for transferring the property will be retained to fulfill enforceable obligations on approved recognized obligation payment schedules or will be sent to the County Auditor-Controller for distribution as property tax to the affected taxing entities, in accordance with the terms of Health and Safety Code Section 34191.5(c)(2)(B).

ATTACHMENTS:

- Revised LRPMP
- Inventory Data
- City Council Resolution
- Successor Agency Resolution

**REVISED LONG-RANGE PROPERTY MANAGEMENT PLAN
(Pursuant to Health and Safety Code Section 34191.5)**

Chowchilla Successor Agency

September 2015

Introduction and Executive Summary

Procedural Background

The former Chowchilla Redevelopment Agency (the "Former RDA") was dissolved on February 1, 2012, pursuant to ABx1 26 (as amended by AB 1484, the "Redevelopment Dissolution Statutes"). The Redevelopment Dissolution Statutes govern the dissolution of the Former RDA, which includes the disposition of its former real property (excluding housing assets as such term is defined in Health and Safety Code Section 34176).

Upon receipt of the finding of completion under Health and Safety Code Section 34191.5(b), the Chowchilla Successor Agency (the "Successor Agency"), successor in interest of the Former RDA under Health and Safety Code Section 34173, was entitled to and prepared a Long-Range Property Management Plan (the "Initial LRPMP") in connection with the disposition of the real property assets of Former RDA (excluding "housing assets" as defined in Health and Safety Code Section 34176). The Successor Agency obtained a "finding of completion" from DOF on April 26, 2013, pursuant to Health and Safety Code Section 34179.7, indicating that the Successor Agency has satisfactorily made a series of required payments of Former RDA funds in accordance with the Redevelopment Dissolution Statutes.

The Initial LRPMP was approved by the Successor Agency's Oversight Board (the "Oversight Board") on October 24, 2013 and submitted to the California Department of Finance (the "DOF") on October 25, 2013. By letter of March 21, 2014, the DOF specified various revisions that are required to the Initial LRPMP before the DOF would be prepared to approve the Successor Agency's Initial LRPMP. Those revisions included adding various public use properties that the Oversight Board had requested be transferred to the City pursuant to Health and Safety Code Sections 34177(e), 34191.3 and 34181(a); but which the DOF instead required to be placed on the LRPMP.

This document constitutes the revised Long-Range Property Management Plan (the "Revised LRPMP") of the Successor Agency, prepared in accordance with Health and Safety Code Section 34191.5, and addressing the revisions specified by the DOF. The Revised LRPMP will be presented for consideration of approval by the Oversight Board and the DOF. Upon such approval, this Revised LRPMP will serve as the official Long-Range Property Management Plan of the Successor Agency pursuant to the Redevelopment Dissolution Act, with particular reference to Health and Safety Code Section 34191.5, and no subsequent or future approvals will be required from the Oversight Board or the DOF for the transfer of the properties pursuant to this Revised LRPMP.

Organization of the Revised LRPMP

Part I of this Revised LRPMP contains a summary of the previous transfers made by the Successor Agency, and approved by the Oversight Board, which are reaffirmed under this Revised LRPMP and sets forth the parameters that will govern the disposition and use of the Properties (defined in Part II below) prescribed under this Revised LRPMP.

In accordance with Health and Safety Code Section 34191.5(c), Part II of this Revised LRPMP contains summary sheets for each of the Properties setting forth the information required under Health and Safety Code Section 34191.5(c)(1) and summarizing the directed designated use and disposition for each of the Properties.

Accompanying this Revised LRPMP is the information checklist required by the DOF (Appendix A) and the DOF Tracking Worksheet (Appendix B).

PART I: SUMMARY OF PREVIOUS TRANSFERS AND PARAMETERS FOR FUTURE TRANSFERS

This Part I contains a summary of the previous transfers made by the Successor Agency, and approved by the Oversight Board, which are reaffirmed under this Revised LRPMP. Part I further sets forth the parameters that will govern the disposition and use of the Properties prescribed in Part II of this Revised LRPMP.

A. Previous Transfers

Disposition of Housing Assets. At the time of its dissolution on February 1, 2012, and in accordance with Health and Safety Code Section 34176(b)(2), the Former RDA transferred ownership of the Former RDA's "housing assets" to the City of Chowchilla (the "City"). The transferred housing assets were listed in the "Housing Asset Transfer List" prepared in accordance with Section 34176(a)(2) and approved by the California Department of Finance (the "DOF"). This Revised LRPMP reaffirms and ratifies the transfer of the housing assets to the City as described in the Housing Asset Transfer List without the need for additional approvals from the Oversight Board or the DOF.

Disposition of Governmental Use Properties. Under Health and Safety Code Sections 34177(e), 34191.3 and 34181(a) the Oversight Board is authorized to approve and direct the disposition, by the Successor Agency to the City of Chowchilla (the "City"), of governmental purpose properties constructed and used for roads, school buildings, parks and open space, police and fire stations, libraries, and local agency administrative buildings and other governmental purposes.

The Successor Agency requested the Oversight Board to direct the transfer of the public owned, operated, and maintained governmental use properties located in the City. Through the adoption of Oversight Board Resolution 07-13, the Oversight Board ratified the disposition of specified governmental use properties previously conveyed by the Former RDA to the City and approved the future transfer of specified governmental use properties from the Successor Agency to the City. By letter dated March 21, 2014, the DOF approved only the transfer of the Corporation Yard Parcels, property located in the City of Chowchilla identified as Assessor's Parcel Nos. 001-240-003, 001-240-007, 001-240-008, 001-240-010 and 001-240-014, publicly owned, operated, and maintained area dedicated for use as a municipal corporation maintenance yard. The DOF noted that the balance of the properties were required to be placed on this Revised LRPMP.

This document reaffirms and ratifies the transfer of the Corporation Yard Parcels from the Successor Agency to the City as authorized pursuant to Health and Safety Code Sections 34177(e), 34191.3 and 34181(a) pursuant to Resolution 07-13 without the need for additional approvals from the Oversight Board or the DOF. This Revised LRPMP is scheduled for consideration by the Successor Agency's Oversight Board on **September 10, 2015** and, if approved by the Oversight Board, will be transmitted to the DOF for its approval in accordance with Health and Safety Code Section 34191.5(b).

B. Parameters for Transfers Pursuant to Revised LRPMP

The Successor Agency is now responsible for disposition of the Properties in accordance with the procedures and requirements of Redevelopment Dissolution Statutes, with particular reference to Health and Safety Code Section 34191.1, 34191.3, 34191.4(a), and 34191.5.

Property Uses/Disposition. Health and Safety Code Section 34191.5 authorizes four categories for disposition of a successor agency's property, as summarized in Table 1, below:

Table 1: Permitted Uses/Disposition of Successor Agency Real Property Under a LRPMP (Health and Safety Code Section 34191.5)

Plan Category	Use/Disposition Purpose of Property	Property Transferee
Enforceable Obligation	Use Consistent with Enforceable Obligation Terms	Designated Enforceable Obligation Recipient
Governmental	Governmental Use in Accordance with Section 34181(a)	Appropriate Public Jurisdiction
Approved Redevelopment Plan Project	Direct Use, or Liquidation and Use of Proceeds, for Project Identified in Approved Redevelopment Plan	Host Community (City of Chowchilla)
Other Liquidation	Distribution of Sale Proceeds as Property Taxes to Affected Taxing Entities	Approved Purchase

Part II of this Revised LRPMP contains the proposed designated use and disposition for each of the Properties.

Compensation Agreements.

The Successor Agency interprets Health and Safety Code Section 34191.5 to mean that agreements with taxing entities pursuant to Health and Safety Code Section 34180(f) are not required in connection with the disposition of the Successor Agency's Properties to the City under authority of Health and Safety Code Section 34191.5(c)(2)(A) for use or further disposition by the City as governmental use properties or for projects identified in the Former RDA's approved redevelopment plans.

However, the City and the Successor Agency will enter into a compensation agreement pursuant to Health and Safety Code Section 34180(f) (the "Compensation Agreement") with the affected taxing entities (the "Taxing Entities") specifying that the Net Proceeds (as further defined and

described below), of the City's use of the Properties and any further disposition by the City to third parties of the Properties, will be remitted to the County Auditor-Controller for distribution to all of the Taxing Entities on a pro-rata basis in proportion to each Taxing Entity's respective share of the property tax base.

Transfer of the properties by the Successor Agency to the City in accordance with this Revised LRPMP is conditioned upon full execution of a Compensation Agreement by the City, the Successor Agency and the Taxing Entities, to the extent applicable. As will be further set forth in the Compensation Agreement, the Net Proceeds to be remitted by the City for distribution to the Taxing Entities will consist generally of the following:

- So long as a property is retained in the ownership of the City, the Net Proceeds will consist of the lease rental income, use fee income or other income, if any, that may be received by the City with respect to the property minus the documented costs to the City of improvement, operation and maintenance of the property.
- Upon disposition of a property by the County to a private development entity, the Net Proceeds will consist of the sale proceeds, if any, received by the County with respect to the property minus the documented costs to the City of the improvement, operation, maintenance and disposition of the property.

Notwithstanding the foregoing or any other provision of this Revised LRPMP, no Compensation Agreement will be required, and the City may retain any proceeds from the use or disposition of the Properties, if a court order, legislation or DOF policy reverses the DOF's directive regarding the need for a Compensation Agreement (a "Reversal"). In the event of a Reversal that occurs prior to the full execution of the Compensation Agreement, the properties will be transferred to as directed under this LRPMP without the condition of or need for such full execution. If a Reversal occurs after the full execution of the Compensation Agreement, the Compensation Agreement will provide that it can be terminated by any party. Upon such termination, any Net Proceeds received by the City after such termination, may be retained by the City and are directed pursuant to this Revised LRPMP to be used by the City to pay costs of one or more projects identified in the approved redevelopment plans.

Enforceable Obligations. One of the Properties are directed under this Revised LRPMP to be owned and retained by the City to fulfill enforceable obligation. The City will be required to one of the Properties in accordance with the specified terms of the enforceable obligation. If in the future, any of the Properties retained to fulfill an enforceable obligation are no longer required to fulfill the enforceable obligation, the City may retain the property for public use, sell the property for private development for projects identified in the Former RDA's approved redevelopment plan, or liquidate the Properties with the consent of the Successor Agency and its Oversight Board.

Retention for Public Use. Eight of the Properties are directed under this Revised LRPMP to be transferred to or retained by the City for the development or continued use and operation by the City of a governmental use identified in the Former RDA's approved redevelopment plans. At this time, it is anticipated that any lease rental income, use fee income, or other income that may

be obtained by the City from such City-retained Properties will be far exceeded by the costs to the City of improving, operating and maintaining such Properties as governmental use properties, with the result that any Net Proceeds are considered unlikely. If in the future any of the properties retained for public use is to be sold by the City for private development for projects identified in the Former RDA's approved redevelopment plans, the Properties will be transferred following the procedures described directly below.

Transfer for Projects in an Approved Redevelopment Plan. If in the future any of the Properties retained for public use is to be sold by the City for private development for projects identified in the Former RDA's approved redevelopment plans, the Properties will be sold in the manner prescribed below.

Transfers, for private development for a projects identified in the Former RDA's approved redevelopment plan, by the City will be made to a selected development entity in accordance with the terms of a property conveyance agreement approved by the City Council acting in accordance with the requirements of Chapter 2 of Part 4 of Division 1 of Title 5 of the California Government Code (commencing with Government Code Section 52201).

In accordance with Government Code Section 52201(b), the purchase price or lease payments to be paid by the selected developer of each such Property under a property conveyance agreement will equal not less than either the fair market value of the Property at its highest and best use or the fair reuse value of the Property at the use and with the covenants and conditions and the development costs authorized pursuant to the property conveyance agreement, as determined by formal action of the City Council.

The amount of any Net Proceeds from the sale of each of these Properties by the City will depend on the purchase price or lease payments determined in accordance with the statutory requirements cited above, and the counterbalancing documented costs incurred by the City in connection with the improvement, operation, maintenance, and disposition of the Property.

Liquidation. One of the Properties under this Revised LRPMP is designated for liquidation. That property and in the future if any of the Properties retained for public use is to be liquidated by the Successor Agency, the Properties will be liquidated in the manner prescribed below. For the Properties to be liquidated, the Successor Agency will either list the Properties for sale for the appraised value or the highest offer received or place the Properties for auction, and the proceeds of the sale minus the documented costs to the City for transferring the property will be retained to fulfill enforceable obligations on approved recognized obligation payment schedules or will be sent to the County Auditor-Controller for distribution as property tax to the affected taxing entities, in accordance with the terms of Health and Safety Code Section 34191.5(c)(2)(B).

Not Surplus Property. Because the City is obligated to dispose of the Properties in accordance with this Revised LRPMP and to satisfy goals, objectives and purposes of the City's General Plan, the Former RDA's approved redevelopment plans, and the Redevelopment Dissolution Statutes, the Properties are not "surplus" property of the City and are not subject to the

disposition requirements and procedures of the Surplus Lands Act (Government Code Section 54220 *et seq.*).

Instead, disposition of the Properties in accordance with this Revised LRPMP constitutes a "common benefit" that may take place under authority of Government Code Section 37350 and/or other disposition authority deemed appropriate by the City. The provisions of the California Environmental Quality Act and Government Code Section 65402(a) regarding General Plan conformance will apply to the disposition by the City of each Property

Part II: LRPMP Property Information Inventory and Proposed Uses

As a result of the disposition of assets described above, the remaining properties that transferred to the ownership of the Successor Agency or the City in connection with the dissolution of the Former RDA that are thereby subject to the Revised LRPMP, consists of the Former RDA properties listed below (herein collectively referred to as the "Properties").

The Former RDA transferred the properties listed below to the City in March 2011, by determination letter issued on March 21, 2014, the DOF required that these "Transferred Governmental Use Parcels" be addressed in this Revised LRPMP:

1. Property located in the City of Chowchilla identified as Assessor's Parcel Nos. APN 002-310-011, 002-310-013, 002-310 015, 002-310-017, 002-310-019, 002-310-021, and 002-310-023, publicly owned, operated, and maintained areas dedicated for use as a storm drain pond (the "Storm Drain Parcels");
2. Property located in the City of Chowchilla identified as Assessor's Parcel Nos. 002-240-005 and 002-240-006, publicly owned, operated, and maintained areas dedicated for use as a waste treatment plan (the "Waste Treatment Plant Parcels");
3. Property located in the City of Chowchilla identified as Assessor's Parcel No. 002-280-027, a publicly owned, operated, and maintained area dedicated for use as a public right of way (the "S. Chowchilla Right of Way Parcel");
4. Property located in the City of Chowchilla identified as Assessor's Parcel No. 002-175-002, a publicly owned, operated, and maintained area dedicated for use as a public right of way (the "Front Avenue Right of Way Parcel");
5. Property located in the City of Chowchilla identified as Assessor's Parcel No. 002-041-007, a publicly owned, operated, and maintained area dedicated for use as a youth center (the "Youth Center Parcel");
6. Property located in the City of Chowchilla identified as Assessor's Parcel No. 002-250-067, a publicly owned, operated, and maintained area dedicated for use as a water basin, water well and water tank (the "Water Tank Parcel")

Upon the dissolution of the Former Agency on February 1, 2012, pursuant to Health and Safety Code Section 34175(b), the Former RDA properties listed below, which shall herein after be collectively referred to as the “Retained Governmental Use Parcels,” were retained by the Successor Agency, by determination letter issued on March 21, 2014, the DOF required that these “Retained Governmental Use Parcels” be addressed in this Revised LRPMP:

1. Property located in the City of Chowchilla identified as Assessor’s Parcel No. 002-250-064, a publicly owned, operated, and maintained area dedicated for use as a public right of way (the “Right of Way Parcel 1 ”);
2. Property located in the City of Chowchilla identified as Assessor’s Parcel No. 002-250-066, a publicly owned, operated, and maintained area dedicated for use as a public right of way (the “Right of Way Parcel 2 ”). This parcel will no longer be retained for Government Use, and is intended to be liquidated by this revised LRPMP; and
3. Property located in the City of Chowchilla identified as Assessor’s Parcel No. 002-250-063, a publicly owned, operated, and maintained area dedicated for use as a water canal (the “Berenda Canal Parcel”).

The Former RDA transferred the property located in the City of Chowchilla identified as Assessor’s Parcel Nos. 002-250-053 (the “Liquidation Parcel”) to the City, by determination letter issued on March 21, 2014, the DOF required that the “Liquidation Parcel” be addressed in this Revised LRPMP.

Table 2 below summarizes the designated use and disposition for the Properties under Health and Safety Code Section 34191.5(c)(2).

Table 2: Summary of LRPMP List of Properties and Designated Use/Disposition

No.	APN	Referenced as:	Recommended Use
1.	002-310-011, 002-310-013, 002-310 015, 002-310-017, 002-310-019, 002-310-021, and 002-310-023	“Storm Drain Parcels”	Governmental Use
2.	002-240-005 and 002-240-006	“Waste Treatment Plant Parcels”	Governmental Use
3.	002-280-027	“S. Chowchilla Right of Way Parcel”	Governmental Use
4.	002-175-002	“Front Avenue Right of Way Parcel”	Governmental Use
5.	002-041-007	“Youth Center Parcel”	Governmental Use
6.	002-250-067	“Water Tank Parcel”	Governmental Use
7.	002-250-064	“Right of Way Parcel 1 ”	Governmental Use
8.	002-250-065	“Remnant Parcel”	Governmental Use
9.	002-250-066	“Right of Way Parcel 2 ”	Other Liquidation
10.	002-250-063	“Berenda Canal Parcel”	Governmental Use
11.	002-250-053	“Liquidation Parcel”	Other Liquidation

The Property Inventory Sheets below, provide the required information for the Properties required to be transferred pursuant to this Revised LRPMP. The Inventory Sheets also address the specific LRPMP requirements listed in Health and Safety Code Section 34191.5(c)(1).

Table 3: Property Inventory Sheet for Storm Drain Parcel

[Insert Site Map or Photo]	
Property Background and Description (§34191.5(c)(1)(B)-(C))	
APN	002-310-011, 002-310-013, 002-310 015, 002-310-017, 002-310-019, 002-310-021, and 002-310-023
Lot Size	___ acres
Acquisition Date	
Purchase Price/Value	
Current Zoning	
Current Use	
Purpose of acquisition	This property was acquired to for storm drain.
Estimate of Current Property Value (§34191.5(c)(1)(A))	
Estimated Current Value	
Date of Estimated Current Value	
Value Basis	
Proposed Sale Value	Not applicable.
Proposed Sale Date	Not applicable.
Revenue Generated by Property	
Lease or rental income for the private use of property	No lease or rental revenue is being generated.
Contractual Requirements	Not applicable.
History of Environmental Contamination/Remediation	
History of contamination/remediation	
Disposition Plan	
History of previous development proposals	Not applicable.
Potential for transit oriented development	Not applicable.
Reuse potential/advancement of planning objectives	Not applicable.
Recommended Action	
The Successor Agency desires to ratify the transfer of the Storm Drain Parcels to the City as a governmental use property for the continued use and operation of storm drain retainage. So long as a property is retained in the ownership of the City, the Net Proceeds will consist of the lease rental income, use fee income or other income, if any, that may be received by the City with respect to the property minus the documented costs to the City of improvement, operation and maintenance of the property as a public improvement.	

Table 4: Property Inventory Sheet for Waste Treatment Plan Parcels

[Insert Site Map or Photo]	
Property Background and Description (§34191.5(c)(1)(B)-(C))	
APN	002-240-005 and 002-240-006
Lot Size	___ acres
Acquisition Date	
Purchase Price/Value	
Current Zoning	
Current Use	
Purpose of acquisition	This property was acquired to provide an area for waste treatment ponds.
Estimate of Current Property Value (§34191.5(c)(1)(A))	
Estimated Current Value	
Date of Estimated Current Value	
Value Basis	
Proposed Sale Value	Not applicable.
Proposed Sale Date	Not applicable.
Revenue Generated by Property	
Lease or rental income for the private use of property	No lease or rental revenue is being generated.
Contractual Requirements	Not applicable.
History of Environmental Contamination/Remediation	
History of contamination/remediation	
Disposition Plan	
History of previous development proposals	Not applicable.
Potential for transit oriented development	Not applicable.
Reuse potential/advancement of planning objectives	Not applicable.
Recommended Action	
The Successor Agency desires to ratify the transfer of the Waste Treatment Plant Parcels to the City as a governmental use property for the continued use and operation of sewer treatment ponds. So long as a property is retained in the ownership of the City, the Net Proceeds will consist of the lease rental income, use fee income or other income, if any, that may be received by the City with respect to the property minus the documented costs to the City of improvement, operation and maintenance of the property as a public improvement.	

Table 5: Property Inventory Sheet for S. Chowchilla Right of Way Parcel

[Insert Site Map or Photo]	
Property Background and Description (§34191.5(c)(1)(B)-(C))	
APN	002-280-027
Lot Size	___ acres
Acquisition Date	
Purchase Price/Value	
Current Zoning	
Current Use	
Purpose of acquisition	This property was acquired for right of way purposes.
Estimate of Current Property Value (§34191.5(c)(1)(A))	
Estimated Current Value	
Date of Estimated Current Value	
Value Basis	
Proposed Sale Value	Not applicable.
Proposed Sale Date	Not applicable.
Revenue Generated by Property	
Lease or rental income for the private use of property	No lease or rental revenue is being generated.
Contractual Requirements	Not applicable.
History of Environmental Contamination/Remediation	
History of contamination/remediation	
Disposition Plan	
History of previous development proposals	Not applicable.
Potential for transit oriented development	Not applicable.
Reuse potential/advancement of planning objectives	Not applicable.
Recommended Action	
The Successor Agency desires to ratify the transfer of the S. Chowchilla Right of Way Parcel to the City as a governmental use property for the use and operation of a public right of way. So long as a property is retained in the ownership of the City, the Net Proceeds will consist of the lease rental income, use fee income or other income, if any, that may be received by the City with respect to the property minus the documented costs to the City of improvement, operation and maintenance of the property as a public improvement.	

Table 6: Property Inventory Sheet for Front Avenue Right of Way Parcel

[Insert Site Map or Photo]	
Property Background and Description (§34191.5(c)(1)(B)-(C))	
APN	002-175-002
Lot Size	___ acres
Acquisition Date	
Purchase Price/Value	
Current Zoning	
Current Use	
Purpose of acquisition	This property was acquired to provide public parking.
Estimate of Current Property Value (§34191.5(c)(1)(A))	
Estimated Current Value	
Date of Estimated Current Value	
Value Basis	
Proposed Sale Value	Not applicable.
Proposed Sale Date	Not applicable.
Revenue Generated by Property	
Lease or rental income for the private use of property	No lease or rental revenue is being generated.
Contractual Requirements	Not applicable.
History of Environmental Contamination/Remediation	
History of contamination/remediation	
Disposition Plan	
History of previous development proposals	Not applicable.
Potential for transit oriented development	Not applicable.
Reuse potential/advancement of planning objectives	Not applicable.
Recommended Action	
The Successor Agency desires to ratify the transfer of the Front Avenue Right of Way Parcel to the City as a governmental use property the use and operation of a public right of way. So long as a property is retained in the ownership of the City, the Net Proceeds will consist of the lease rental income, use fee income or other income, if any, that may be received by the City with respect to the property minus the documented costs to the City of improvement, operation and maintenance of the property as a public improvement.	

Table 7: Property Inventory Sheet for Youth Center Parcel

[Insert Site Map or Photo]	
Property Background and Description (§34191.5(c)(1)(B)-(C))	
APN	002-041-007
Lot Size	___ acres
Acquisition Date	
Purchase Price/Value	
Current Zoning	
Current Use	
Purpose of acquisition	This property was acquired for operation of a youth center.
Estimate of Current Property Value (§34191.5(c)(1)(A))	
Estimated Current Value	
Date of Estimated Current Value	
Value Basis	
Proposed Sale Value	Not applicable.
Proposed Sale Date	Not applicable.
Revenue Generated by Property	
Lease or rental income for the private use of property	No lease or rental revenue is being generated.
Contractual Requirements	
History of Environmental Contamination/Remediation	
History of contamination/remediation	
Disposition Plan	
History of previous development proposals	Not applicable.
Potential for transit oriented development	Not applicable.
Reuse potential/advancement of planning objectives	Not applicable.
Recommended Action	
The Successor Agency desires to ratify the transfer of the Youth Center Parcel to the City as a governmental use property for use as a youth center or other public use. So long as a property is retained in the ownership of the City, the Net Proceeds will consist of the lease rental income, use fee income or other income, if any, that may be received by the City with respect to the property minus the documented costs to the City of improvement, operation and maintenance of the property as a public improvement.	

Table 8: Property Inventory Sheet for Water Tank Parcel

[Insert Site Map or Photo]	
Property Background and Description (§34191.5(c)(1)(B)-(C))	
APN	002-250-067
Lot Size	3.58 acres
Acquisition Date	
Purchase Price/Value	
Current Zoning	
Current Use	
Purpose of acquisition	This property was acquired to house a water tank.
Estimate of Current Property Value (§34191.5(c)(1)(A))	
Estimated Current Value	
Date of Estimated Current Value	
Value Basis	
Proposed Sale Value	Not applicable.
Proposed Sale Date	Not applicable.
Revenue Generated by Property	
Lease or rental income for the private use of property	No lease or rental revenue is being generated.
Contractual Requirements	Not applicable.
History of Environmental Contamination/Remediation	
History of contamination/remediation	
Disposition Plan	
History of previous development proposals	Not applicable.
Potential for transit oriented development	Not applicable.
Reuse potential/advancement of planning objectives	Not applicable.
Recommended Action	
The Successor Agency desires to ratify the transfer of the Water Tank Parcel to the City as a governmental use property to house a water tank and appurtenant public improvements. So long as a property is retained in the ownership of the City, the Net Proceeds will consist of the lease rental income, use fee income or other income, if any, that may be received by the City with respect to the property minus the documented costs to the City of improvement, operation and maintenance of the property as a public improvement.	

Table 9: Property Inventory Sheet for Right of Way Parcel 1

[Insert Site Map or Photo]	
Property Background and Description (§34191.5(c)(1)(B)-(C))	
APN	002-250-064
Lot Size	2.66 acres
Acquisition Date	
Purchase Price/Value	
Current Zoning	
Current Use	
Purpose of acquisition	This property was acquired for right of way purposes.
Estimate of Current Property Value (§34191.5(c)(1)(A))	
Estimated Current Value	
Date of Estimated Current Value	
Value Basis	
Proposed Sale Value	Not applicable.
Proposed Sale Date	Not applicable.
Revenue Generated by Property	
Lease or rental income for the private use of property	No lease or rental revenue is being generated.
Contractual Requirements	Not applicable.
History of Environmental Contamination/Remediation	
History of contamination/remediation	
Disposition Plan	
History of previous development proposals	Not applicable.
Potential for transit oriented development	Not applicable.
Reuse potential/advancement of planning objectives	Not applicable.
Recommended Action	
The Successor Agency will transfer Municipal Lot 2 to the City as a governmental use property for the use and operation of a public right of way. So long as a property is retained in the ownership of the City, the Net Proceeds will consist of the lease rental income, use fee income or other income, if any, that may be received by the City with respect to the property minus the documented costs to the City of improvement, operation and maintenance of the property as a public improvement.	

Table 10: Property Inventory Sheet for Remnant Parcel

[Insert Site Map or Photo]	
Property Background and Description (§34191.5(c)(1)(B)-(C))	
APN	002-250-065
Lot Size	.60 acres
Acquisition Date	
Purchase Price/Value	
Current Zoning	
Current Use	
Purpose of acquisition	This property was acquired for public uses.
Estimate of Current Property Value (§34191.5(c)(1)(A))	
Estimated Current Value	
Date of Estimated Current Value	
Value Basis	
Proposed Sale Value	Not applicable.
Proposed Sale Date	Not applicable.
Revenue Generated by Property	
Lease or rental income for the private use of property	No lease or rental revenue is being generated.
Contractual Requirements	Not applicable.
History of Environmental Contamination/Remediation	
History of contamination/remediation	
Disposition Plan	
History of previous development proposals	Not applicable.
Potential for transit oriented development	Not applicable.
Reuse potential/advancement of planning objectives	Not applicable.
Recommended Action	
The Successor Agency will transfer the Remnant Parcel to the City as a governmental use property for the continued use and operation for the public uses. So long as a property is retained in the ownership of the City, the Net Proceeds will consist of the lease rental income, use fee income or other income, if any, that may be received by the City with respect to the property minus the documented costs to the City of improvement, operation and maintenance of the property.	

Table 11: Property Inventory Sheet for Right of Way Parcel 2

[Insert Site Map or Photo]	
Property Background and Description (§34191.5(c)(1)(B)-(C))	
APN	002-250-066
Lot Size	.2 acres
Acquisition Date	
Purchase Price/Value	
Current Zoning	Light industrial
Current Use	Vacant land
Purpose of acquisition	This property was acquired for right of way purposes.
Estimate of Current Property Value (§34191.5(c)(1)(A))	
Estimated Current Value	
Date of Estimated Current Value	
Value Basis	
Proposed Sale Value	\$1.00 per square foot
Proposed Sale Date	Not applicable.
Revenue Generated by Property	
Lease or rental income for the private use of property	No lease or rental revenue is being generated.
Contractual Requirements	
History of Environmental Contamination/Remediation	
History of contamination/remediation	
Disposition Plan	
History of previous development proposals	
Potential for transit oriented development	
Reuse potential/advancement of planning objectives	
Recommended Action	
The Successor Agency proposes to allow the City to liquidate the property by listing the Right of Way Parcel 2 for sale for the appraised value or the highest offer received or to place the Right of Way Parcel 2 for auction, and the proceeds of the sale minus the documented costs to the City for transferring the property will be retained to fulfill enforceable obligations on approved recognized obligation payment schedules or will be sent to the County Auditor-Controller for distribution as property tax to the affected taxing entities, in accordance with the terms of Health and Safety Code Section 34191.5(c)(2)(B) .	

Table 12: Property Inventory Sheet for Berenda Canal Parcel

[Insert Site Map or Photo]	
Property Background and Description (§34191.5(c)(1)(B)-(C))	
APN	002-250-063
Lot Size	5.19 acres
Acquisition Date	
Purchase Price/Value	
Current Zoning	
Current Use	
Purpose of acquisition	This property was acquired for a water canal.
Estimate of Current Property Value (§34191.5(c)(1)(A))	
Estimated Current Value	
Date of Estimated Current Value	
Value Basis	
Proposed Sale Value	Not applicable.
Proposed Sale Date	Not applicable.
Revenue Generated by Property	
Lease or rental income for the private use of property	No lease or rental revenue is being generated.
Contractual Requirements	Not applicable.
History of Environmental Contamination/Remediation	
History of contamination/remediation	
Disposition Plan	
History of previous development proposals	Not applicable.
Potential for transit oriented development	Not applicable.
Reuse potential/advancement of planning objectives	Not applicable.
Recommended Action	
The Successor Agency will transfer the Berenda Canal Parcel to the City as a governmental use property for the use and operation of a canal or other public use. So long as a property is retained in the ownership of the City, the Net Proceeds will consist of the lease rental income, use fee income or other income, if any, that may be received by the City with respect to the property minus the documented costs to the City of improvement, operation and maintenance of the property.	

Table 13: Property Inventory Sheet for Liquidation Parcel

[Insert Site Map or Photo]	
Property Background and Description (§34191.5(c)(1)(B)-(C))	
APN	002-250-053
Lot Size	26.28 acres
Acquisition Date	
Purchase Price/Value	
Current Zoning	Light industrial
Current Use	Vacant land
Purpose of acquisition	This property was acquired to provide public parking.
Estimate of Current Property Value (§34191.5(c)(1)(A))	
Estimated Current Value	
Date of Estimated Current Value	
Value Basis	
Proposed Sale Value	Not applicable.
Proposed Sale Date	Not applicable.
Revenue Generated by Property	
Lease or rental income for the private use of property	No lease or rental revenue is being generated.
Contractual Requirements	Not applicable.
History of Environmental Contamination/Remediation	
History of contamination/remediation	
Disposition Plan	
History of previous development proposals	Current proposal to use the site as a light industrial development [fill in details of proposal]
Potential for transit oriented development	Not applicable.
Reuse potential/advancement of planning objectives	Not applicable.
Recommended Action	
<p>The Successor Agency proposes to allow the City to liquidate the property by listing the Liquidation Parcel for sale for the appraised value or the highest offer received or to place the Liquidation Parcel for auction, and the proceeds of the sale minus the documented costs to the City for transferring the property will be retained to fulfill enforceable obligations on approved recognized obligation payment schedules or will be sent to the County Auditor-Controller for distribution as property tax to the affected taxing entities, in accordance with the terms of Health and Safety Code Section 34191.5(c)(2)(B) .</p>	

APPENDIX A
LRPMP CHECKLIST

APPENDIX B
DOF TRACKING WORKSHEET

CITY COUNCIL RESOLUTION # -15

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHOWCHILLA APPROVING THE REVISED LONG-RANGE PROPERTY MANAGEMENT PLAN PURSUANT TO HEALTH AND SAFETY CODE SECTION 34191.5

WHEREAS, pursuant to ABx1 26 enacted in June 2011 (as amended by AB 1484 enacted in June 2012, the "Dissolution Law"), the Chowchilla Redevelopment Agency (the "Former RDA") was dissolved as of February 1, 2012, and the City of Chowchilla, acting in a separate limited capacity and known as the Successor Agency of the Chowchilla Redevelopment Agency, has elected to serve as the successor agency (the "Successor Agency") of the Former RDA; and

WHEREAS, pursuant to Health and Safety Code Section 34173(g), as added by the Dissolution Law, the Successor Agency is a separate legal entity from the City of Chowchilla (the "City"); and

WHEREAS, the City Council (the "City Council") of the City serves in a separate capacity as the governing board of the Successor Agency and also serves as the governing body of the City; and

WHEREAS, the Successor Agency is charged with paying the enforceable obligations, disposing of the properties and other assets, and unwinding the affairs of the Former RDA; and

WHEREAS, an oversight board for the Successor Agency (the "Oversight Board") has been formed and is functioning in accordance with Health and Safety Code Section 34179; and

WHEREAS, on April 26, 2013, the Successor Agency received a "Finding of Completion" from the California Department of Finance (the "DOF") pursuant to Health and Safety Code Section 34179.7, confirming that the Successor Agency had made specified required payments under the Dissolution Law; and

WHEREAS, the Former RDA transferred the properties listed below to the City in March 2011, by determination letter issued on March 21, 2014, the DOF required that these "Transferred Governmental Use Parcels" be addressed in the LRPMP:

1. Property located in the City of Chowchilla identified as Assessor's Parcel Nos. APN 002-310-011, 002-310-013, 002-310 015, 002-310-017, 002-310-019, 002-310-021, and 002-310-023, publicly owned, operated, and maintained areas dedicated for use as a storm drain pond (the "Storm Drain Parcels");
2. Property located in the City of Chowchilla identified as Assessor's Parcel Nos. 002-240-005 and 002-240-006, publicly owned, operated, and maintained areas dedicated for use as a waste treatment plan (the "Waste Treatment Plant Parcels");
3. Property located in the City of Chowchilla identified as Assessor's Parcel No. 002-280-027, a publicly owned, operated, and maintained area dedicated for use as a public right of way (the "S. Chowchilla Right of Way Parcel");
4. Property located in the City of Chowchilla identified as Assessor's Parcel No. 002-175-002, a publicly owned, operated, and maintained area dedicated for use as a public right of way (the "Front Avenue Right of Way Parcel");

5. Property located in the City of Chowchilla identified as Assessor's Parcel No. 002-041-007, a publicly owned, operated, and maintained area dedicated for use as a youth center (the "Youth Center Parcel");
6. Property located in the City of Chowchilla identified as Assessor's Parcel No. 002-250-067, a publicly owned, operated, and maintained area dedicated for use as a water basin, water well and water tank (the "Water Tank Parcel"); and

WHEREAS, upon the dissolution of the Former Agency on February 1, 2012, pursuant to Health and Safety Code Section 34175(b), the Former RDA properties listed below, which shall herein after be collectively referred to as the "Retained Governmental Use Parcels," were retained by the Successor Agency, by determination letter issued on March 21, 2014, the DOF required that these "Retained Governmental Use Parcels" be addressed in the LRPMP:

1. Property located in the City of Chowchilla identified as Assessor's Parcel No. 002-250-064, a publicly owned, operated, and maintained area dedicated for use as a public right of way (the "Right of Way Parcel 1 ");
2. Property located in the City of Chowchilla identified as Assessor's Parcel No. 002-250-063, a publicly owned, operated, and maintained area dedicated for use as a water canal (the "Berenda Canal Parcel"); and

WHEREAS, the Former RDA transferred the property located in the City of Chowchilla identified as Assessor's Parcel Nos. 002-250-053 (the "Liquidation Parcel") to the City, by determination letter issued on March 21, 2014, the DOF required that the "Liquidation Parcel" be addressed in the LRPMP; and

WHEREAS, the Former RDA transferred the property located in the City of Chowchilla identified as Assessor's Parcel No. 002-250-066, previously identified as a publicly owned, operated, and maintained area dedicated for use as a public right of way (the "Right of Way Parcel 2 ") will be liquidated as addressed in the LRPMP; and

WHEREAS, pursuant to Health and Safety Code Section 34191.5(b), the Successor Agency is entitled to prepare and submit a Long-Range Property Management Plan (the "LRPMP") to the Oversight Board and the DOF no later than six months following the issuance by the DOF of the Finding of Completion; and

WHEREAS, in compliance with that requirement, the Successor Agency prepared an initial LRPMP (the "Initial LRPMP"), the Oversight Board approved the Initial LRPMP on October 24, 2013, and the Successor Agency submitted the Initial LRPMP to the DOF for its approval on October 25, 2013.

WHEREAS, by letter of March 21, 2014, the DOF specified various revisions that are required to the Initial LRPMP before the DOF would be prepared to approve the Successor Agency's Initial LRPMP. Those revisions included addressing the disposition of the Transferred Governmental Use Parcels, the Retained Governmental Use Parcels, and the Liquidation Parcel in the LRPMP and providing more information on the enforceable obligation related to the Greenhills Parcel; and

WHEREAS, to satisfy the DOF's request, the Successor Agency has prepared a revised LRPMP (the "Revised LRPMP"), in the form on file with the City Clerk; and

WHEREAS, as fully set forth in the LRPMP, the LRPMP provides for the disposition of the properties in the following method:

1. With respect to the Transferred Governmental Use Parcels, the Successor Agency proposes to ratify the transfer to the City so that the City may continue to own, operate and maintain the Transferred Governmental Use Parcels for the public purposes described in the Revised LRPMP and as summarized below;
2. With respect to the Retained Governmental Use Parcels, the Successor Agency proposes to transfer the Retained Governmental Use Parcels to the City so that the City may continue to own, operate and maintain the Retained Governmental Use Parcels for the public purposes described in the Revised LRPMP and as summarized below; and
3. With respect to the Liquidation Parcel and Right of Way Parcel 2 , the Successor Agency proposes to offer these properties for sale in the manner described in the Revised LRPMP;

WHEREAS, through the approval of the Revised LRPMP, it is the understanding of the City Council that:

1. The Revised LRPMP, amends, restates, replaces and supersedes in its entirety the Initial LRPMP;
2. As a result, subject to the further approvals of the Revised LRPMP by the DOF, the official long-range property management plan of the Successor Agency pursuant to Health and Safety Code Section 34191.5(c) shall consist of the Revised LRPMP;
3. The City Council expressly acknowledges and agrees that the City will use the Transferred Governmental Use Parcels and the Retained Governmental Use Parcels for the following public uses, consistent with the Revised LRPMP:

Parcel	Designated Public Use
Storm Drain Parcel	The City will own, operate, and maintain the property as a storm drain pond.
Waste Treatment Plant Parcels	The City will own, operate, and maintain the property for waste water overflow and future expansion of the water treatment plant.
S. Chowchilla Right of Way Parcel	The City will own, operate, and maintain the property as a public right of way (sidewalk).
Front Avenue Right of Way Parcel	The City will own, operate, and maintain the property as a public right of way (sidewalk).
Youth Center Parcel	The City will own, operate, and maintain the property as a youth/community center.
Water Tank Parcel	The City will own, operate, and maintain the property for the placement of water basin, water well or water tank.
Right of Way Parcel 1	The City will own, operate, and maintain the property as a public right of way (public sidewalk)
Berenda Canal Parcel	The City will own, operate, and maintain the property for use as a water canal.

WHEREAS, the staff report (the "Staff Report") accompanying this Resolution contains additional information and analysis upon which the findings and actions set forth in this Resolution are based.

WHEREAS, approval of the LRPMP and the disposition of the properties pursuant to the terms of the Revised LRPMP is exempt from the requirements of the California Environmental

Quality Act and the applicable state and local implementing guidelines ("CEQA") pursuant to State CEQA Guidelines Section 15061(b)(3); and

NOW, THEREFORE, BE IT RESOLVED that the City Council hereby finds, resolves, and determines that the foregoing recitals are true and correct, and, together with information provided by the staff and the public, form the basis for the approvals, findings, resolutions, and determinations set forth below.

BE IT FURTHER RESOLVED that, for the reasons set forth above, the City Council finds and determines that approval of the Revised LRPMP is exempt from the requirements of CEQA, and the Successor Agency Executive Director, or the Executive Director's designee, is authorized to file the appropriate notice of exemption with respect to the approval of the Revised LRPMP in accordance with CEQA.

BE IT FURTHER RESOLVED pursuant to Health and Safety Code Section 34191.5(b) the Oversight Board approved the Revised LRPMP, establishing the Revised LRPMP. The City Council hereby approves the Revised LRPMP and hereby accepts the responsibilities of implementing the terms of the Revised LRPMP and further agrees and acknowledges that the City will use the Retained Governmental Use Parcels and the Transferred Governmental Use Parcels for the governmental/public uses identified in the LRPMP as summarized in this Resolution;

BE IT FURTHER RESOLVED that, upon approval by the DOF of the Revised LRPMP, establishing the Revised LRPMP, the City Council directs the City Manager, or the City Manager's designee, acting on behalf of the City, to use the properties and any disposition proceeds in accordance with the Revised LRPMP and to take any action and execute any documents as may be necessary to implement the acceptance and use of the Properties and any disposition proceeds in accordance with the terms approved in the Revised LRPMP and this Resolution, including but not limited to a compensation agreement.

BE IT FURTHER RESOLVED that this Resolution shall take effect immediately.

PASSED AND ADOPTED by the City Council of the City of Chowchilla this 8th day of September 2015 by the following vote to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

John Chavez, Mayor

ATTEST:

Joann McClendon
Interim City Clerk

SUCCESSOR AGENCY RESOLUTION # -15

**RESOLUTION OF THE SUCCESSOR AGENCY TO THE CITY OF CHOWCHILLA
REDEVELOPMENT AGENCY APPROVING A REVISED LONG-RANGE PROPERTY
MANAGEMENT PLAN PURSUANT TO HEALTH AND SAFETY CODE SECTION 34191.5**

WHEREAS, pursuant to ABx1 26 enacted in June 2011 (as amended by AB 1484 enacted in June 2012, the "Dissolution Law"), the Chowchilla Redevelopment Agency (the "Former RDA") was dissolved as of February 1, 2012, and the City of Chowchilla, acting in a separate limited capacity and known as the Successor Agency of the Chowchilla Redevelopment Agency, has elected to serve as the successor agency (the "Successor Agency") of the Former RDA; and

WHEREAS, pursuant to Health and Safety Code Section 34173(g), as added by the Dissolution Law, the Successor Agency is a separate legal entity from the City of Chowchilla (the "City"); and

WHEREAS, the City Council (the "City Council") of the City serves in a separate capacity as the governing board of the Successor Agency and also serves as the governing body of the City; and

WHEREAS, the Successor Agency is charged with paying the enforceable obligations, disposing of the properties and other assets, and unwinding the affairs of the Former RDA; and

WHEREAS, an oversight board for the Successor Agency (the "Oversight Board") has been formed and is functioning in accordance with Health and Safety Code Section 34179; and

WHEREAS, on April 26, 2013, the Successor Agency received a "Finding of Completion" from the California Department of Finance (the "DOF") pursuant to Health and Safety Code Section 34179.7, confirming that the Successor Agency had made specified required payments under the Dissolution Law; and

WHEREAS, the Former RDA transferred the properties listed below to the City in March 2011, by determination letter issued on March 21, 2014, the DOF required that these "Transferred Governmental Use Parcels" be addressed in the LRPMP:

1. Property located in the City of Chowchilla identified as Assessor's Parcel Nos. APN 002-310-011, 002-310-013, 002-310 015, 002-310-017, 002-310-019, 002-310-021, and 002-310-023, publicly owned, operated, and maintained areas dedicated for use as a storm drain pond (the "Storm Drain Parcels");
2. Property located in the City of Chowchilla identified as Assessor's Parcel Nos. 002-240-005 and 002-240-006, publicly owned, operated, and maintained areas dedicated for use as a waste treatment plan (the "Waste Treatment Plant Parcels");
3. Property located in the City of Chowchilla identified as Assessor's Parcel No. 002-280-027, a publicly owned, operated, and maintained area dedicated for use as a public right of way (the "S. Chowchilla Right of Way Parcel");
4. Property located in the City of Chowchilla identified as Assessor's Parcel No. 002-175-002, a publicly owned, operated, and maintained area dedicated for use as a public right of way (the "Front Avenue Right of Way Parcel");

5. Property located in the City of Chowchilla identified as Assessor's Parcel No. 002-041-007, a publicly owned, operated, and maintained area dedicated for use as a youth center (the "Youth Center Parcel");
6. Property located in the City of Chowchilla identified as Assessor's Parcel No. 002-250-067, a publicly owned, operated, and maintained area dedicated for use as a water basin, water well and water tank (the "Water Tank Parcel"); and

WHEREAS, upon the dissolution of the Former Agency on February 1, 2012, pursuant to Health and Safety Code Section 34175(b), the Former RDA properties listed below, which shall herein after be collectively referred to as the "Retained Governmental Use Parcels," were retained by the Successor Agency, by determination letter issued on March 21, 2014, the DOF required that these "Retained Governmental Use Parcels" be addressed in the LRPMP:

1. Property located in the City of Chowchilla identified as Assessor's Parcel No. 002-250-064, a publicly owned, operated, and maintained area dedicated for use as a public right of way (the "Right of Way Parcel 1 ");
2. Property located in the City of Chowchilla identified as Assessor's Parcel No. 002-250-063, a publicly owned, operated, and maintained area dedicated for use as a water canal (the "Berenda Canal Parcel"); and

WHEREAS, the Former RDA transferred the property located in the City of Chowchilla identified as Assessor's Parcel Nos. 002-250-053 (the "Liquidation Parcel") to the City, by determination letter issued on March 21, 2014, the DOF required that the "Liquidation Parcel" be addressed in the LRPMP; and

WHEREAS, the Former RDA transferred the property located in the City of Chowchilla identified as Assessor's Parcel No. 002-250-066, previously identified as a publicly owned, operated, and maintained area dedicated for use as a public right of way (the "Right of Way Parcel 2 ") will be liquidated as addressed in the LRPMP; and

WHEREAS, pursuant to Health and Safety Code Section 34191.5(b), the Successor Agency is entitled to prepare and submit a Long-Range Property Management Plan (the "LRPMP") to the Oversight Board and the DOF no later than six months following the issuance by the DOF of the Finding of Completion; and

WHEREAS, in compliance with that requirement, the Successor Agency prepared an initial LRPMP (the "Initial LRPMP"), the Oversight Board approved the Initial LRPMP on October 24, 2013, and the Successor Agency submitted the Initial LRPMP to the DOF for its approval on October 25, 2013.

WHEREAS, by letter of March 21, 2014, the DOF specified various revisions that are required to the Initial LRPMP before the DOF would be prepared to approve the Successor Agency's Initial LRPMP. Those revisions included addressing the disposition of the Transferred Governmental Use Parcels, the Retained Governmental Use Parcels, and the Liquidation Parcel in the LRPMP and providing more information on the enforceable obligation related to the Greenhills Parcel; and

WHEREAS, to satisfy the DOF's request, the Successor Agency has prepared a revised LRPMP (the "Revised LRPMP"), in the form on file with the City Clerk; and

WHEREAS, as fully set forth in the LRPMP, the LRPMP provides for the disposition of the properties in the following method:

1. With respect to the Transferred Governmental Use Parcels, the Successor Agency proposes to ratify the transfer to the City so that the City may continue to own, operate and maintain the Transferred Governmental Use Parcels for the public purposes described in the Revised LRPMP and as summarized below;
2. With respect to the Retained Governmental Use Parcels, the Successor Agency proposes to transfer the Retained Governmental Use Parcels to the City so that the City may continue to own, operate and maintain the Retained Governmental Use Parcels for the public purposes described in the Revised LRPMP and as summarized below; and
3. With respect to the Liquidation Parcel and Right of Way Parcel 2 , the Successor Agency proposes to offer these properties for sale in the manner described in the Revised LRPMP;

WHEREAS, through the approval of the Revised LRPMP, it is the understanding of the City Council that:

1. The Revised LRPMP, amends, restates, replaces and supersedes in its entirety the Initial LRPMP;
2. As a result, subject to the further approvals of the Revised LRPMP by the DOF, the official long-range property management plan of the Successor Agency pursuant to Health and Safety Code Section 34191.5(c) shall consist of the Revised LRPMP;
3. The City Council expressly acknowledges and agrees that the City will use the Transferred Governmental Use Parcels and the Retained Governmental Use Parcels for the following public uses, consistent with the Revised LRPMP:

Parcel	Designated Public Use
Storm Drain Parcel	The City will own, operate, and maintain the property as a storm drain pond.
Waste Treatment Plant Parcels	The City will own, operate, and maintain the property for waste water overflow and future expansion of the water treatment plant.
S. Chowchilla Right of Way Parcel	The City will own, operate, and maintain the property as a public right of way (sidewalk).
Front Avenue Right of Way Parcel	The City will own, operate, and maintain the property as a public right of way (sidewalk).
Youth Center Parcel	The City will own, operate, and maintain the property as a youth/community center.
Water Tank Parcel	The City will own, operate, and maintain the property for the placement of water basin, water well or water tank.
Right of Way Parcel 1	The City will own, operate, and maintain the property as a public right of way (public sidewalk)
Berenda Canal Parcel	The City will own, operate, and maintain the property for use as a water canal.

WHEREAS, the staff report (the "Staff Report") accompanying this Resolution contains additional information and analysis upon which the findings and actions set forth in this Resolution are based.

WHEREAS, approval of the LRPMP and the disposition of the properties pursuant to the terms of the Revised LRPMP is exempt from the requirements of the California Environmental

Quality Act and the applicable state and local implementing guidelines ("CEQA") pursuant to State CEQA Guidelines Section 15061(b)(3); and

NOW, THEREFORE, BE IT RESOLVED that the City Council hereby finds, resolves, and determines that the foregoing recitals are true and correct, and, together with information provided by the staff and the public, form the basis for the approvals, findings, resolutions, and determinations set forth below.

BE IT FURTHER RESOLVED that, for the reasons set forth above, the City Council finds and determines that approval of the Revised LRPMP is exempt from the requirements of CEQA, and the Successor Agency Executive Director, or the Executive Director's designee, is authorized to file the appropriate notice of exemption with respect to the approval of the Revised LRPMP in accordance with CEQA.

BE IT FURTHER RESOLVED pursuant to Health and Safety Code Section 34191.5(b) the Oversight Board approved the Revised LRPMP, establishing the Revised LRPMP. The City Council hereby approves the Revised LRPMP and hereby accepts the responsibilities of implementing the terms of the Revised LRPMP and further agrees and acknowledges that the City will use the Retained Governmental Use Parcels and the Transferred Governmental Use Parcels for the governmental/public uses identified in the LRPMP as summarized in this Resolution;

BE IT FURTHER RESOLVED that, upon approval by the DOF of the Revised LRPMP, establishing the Revised LRPMP, the City Council directs the City Manager, or the City Manager's designee, acting on behalf of the City, to use the properties and any disposition proceeds in accordance with the Revised LRPMP and to take any action and execute any documents as may be necessary to implement the acceptance and use of the Properties and any disposition proceeds in accordance with the terms approved in the Revised LRPMP and this Resolution, including but not limited to a compensation agreement.

BE IT FURTHER RESOLVED that this Resolution shall take effect immediately.

PASSED AND ADOPTED by the Successor Agency of the City of Chowchilla this 8th day of September 2015 by the following vote to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

John Chavez, Board Chair

ATTEST:

Joann McClendon
Agency Clerk



REPORT TO THE CITY COUNCIL

Council Meeting of September 8, 2015

Agenda Section:	<u>New Business</u>
SUBJECT:	Consideration of Approval of an Agreement with Chowchilla Adult Recreation to Conduct an Adult Recreational Outdoor Grass Volleyball Program
Prepared By:	<u>D. Martin Piepenbrok, Community Relations Manager</u>
Approved By:	<u>Brian Haddix, City Administrator</u>

RECOMMENDATION:

Approve the Agreement with the Chowchilla Adult Recreation organization for the use of the outfield grass areas of the Edward Ray Park softball fields along with other associated facilities for the purpose of conducting an adult recreational outdoor grass volleyball program for the 2015 fall season.

HISTORY / BACKGROUND:

Prompted by interest for new adult athletics activities in the community the Chowchilla Adult Recreation organization has developed a recreational outdoor grass volleyball program for the 2015 fall season open to participation by anyone that meets the age qualifications. Chowchilla Adult Recreation has offered a winter indoor volleyball program in past years using the Wilson Middle School gymnasium. This new program will be an outdoor activity and will use the grass outfields of the softball fields at Edward Ray Park. They will also be allowed to use the sports field lights for a fee rate as prescribed in the Agreement. Further, Chowchilla Adult Recreation will be allowed to use the three (3) City-owned portable volleyball systems for the program as long as said equipment is used solely for this program and that the program is open to the general community participation. Other allowances are prescribed in the Agreement. Chowchilla Adult Recreation is presently using the softball fields for their fall recreational adult slow pitch softball program and will schedule the adult volleyball program around their adult softball program.

The proposed Agreement is to structurally guide the Chowchilla Adult Recreation organization in the relationship with the City of Chowchilla and the use of the Edward Ray Park facilities for the volleyball program. The Chowchilla Adult Recreation organization is solely responsible for conducting the program and the City will provide no services beyond the normal grounds and facility maintenance required at the park. The Chowchilla Adult Recreation organization will provide the required liability insurance indemnifying the City of Chowchilla.

FINANCIAL IMPACT

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

ATTACHMENTS

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

SPECIAL INSTRUCTIONS

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



City of Chowchilla SPORTS LEAGUE FACILITIES USE AGREEMENT

This SPORTS LEAGUE FACILITIES USE AGREEMENT is made and entered into this 8th day of September 2015 between the City of Chowchilla and Chowchilla Adult Recreation for the purpose of furthering the goals of continued service and public benefit to the community as a whole.

DEFINITIONS:

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

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

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

CITY: City of Chowchilla, a public entity.

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

PROGRAM: Adult Recreation Outdoor Volleyball

FACILITIES/EQUIPMENT: The ORGANIZATION will be allowed to use certain facilities within the Edward Ray Park, 625 North 15th Street, Chowchilla, CA, to include the outfield grass areas softball fields #1 and #2, associated sports field lights at a fee, other grass areas if needed, park restrooms, recreation building on a limited use basis for possible team meetings, concession stand building if needed for a special activity, and on-site parking areas. The ORGANIZATION will be allowed to use the three (3) City-owned portable volleyball systems for the program as long as said equipment is used solely for this program and that the program is open to the general community participation. Private use of City-owned equipment and use of the equipment beyond the intention of this AGREEMENT is strictly prohibited.

NORMAL FIELD AND FACILITY PREPARATION AND MAINTENANCE: The ORGANIZATION is responsible for all practice and game day field preparation for the season such as field preparation, temporary game-play equipment (nets), etc. The CITY will provide routine maintenance throughout the season which consists of mowing, irrigation, and general safety maintenance.

Anything that is not described in this AGREEMENT will require prior written consent from the CITY before it is performed. The CITY will also not be expected to perform these duties.

SEASON: There will be no specifically defined season for the calendar year known as this is a new program that is being developed and the seasons will depend on the amount of playing interest and therefore the season will match the Agreement term until specific seasons are defined in the future.

TERM: From date of approval to December 31, 2015

BOTH PARTIES AGREE TO THE FOLLOWING:

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

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

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

7. FACILITIES SPORT FIELD LIGHTS:

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

8. PROGRAM MANAGEMENT AND ADVERTISING:

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

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

9. HOLD HARMLESS/INSURANCE REQUIREMENTS:

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

10. GENERAL PROVISIONS:

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

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

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

CITY OF CHOWCHILLA ("CITY")

ATTEST

John Chavez, Mayor

Joann McClendon, Interim City Clerk

ORGANIZATION

Rick Herzog, President

Aaron Walter, Vice President



REPORT TO THE CITY COUNCIL

Council Meeting of September 8, 2015

Agenda Section: New Business

SUBJECT: **Update of City's Local Hazard Mitigation Plan**

Prepared By: Harry Turner, Fire Chief

Approved By: Brian Haddix, City Administrator

RECOMMENDATION

Authorize expenditure of up to \$12,500.00 for update of Local Hazard Mitigation Plan and necessary budget modifications to accommodate this unbudgeted expense.

HISTORY / BACKGROUND

The Federal Government made it mandatory in 2011 for jurisdictions to have in place an approved local hazard mitigation plan to be eligible for Federal Funding following a disaster. This action was brought about due to the number of repeat recipients for repeat losses without having planned for mitigation of the circumstances that were causing the loss', such as building within a flood plane.

The City of Chowchilla originally had planned to partner with the City of Madera and Madera County and submit a regional plan that would cover both Cities and the County. Due to timing and additional restrictions on receiving Federal Funding the City of Chowchilla chose to our own plan in advance of Madera County completing the regional plan. Madera County's time frame for completion was extended enough the City was going to miss out on a Federal funding opportunity for a project at the time.

City of Chowchilla staff worked diligently to get our plan created, approved by the State and them submitted and approved by the Federal Government. City of Chowchilla staff completed all of these steps and our plan was approved as a FEMA document in July of 2011.

SITUATION / ANALYSIS:

As part of the ongoing requirements all local hazard mitigation plans must be updated every five years to insure accuracy in preparation and response to disasters as well as updated contact information that is included within the plans. As you can see from the information above we are a few months past due. Madera County's plan is also due to be updated and they have an update deadline of approximately March 2016.

With some personnel changes within the Sheriff's Department, there is a new and active OES coordinator. He has submitted a grant application to the State OES that has been approved and forwarded to FEMA for approval under the Pre-Disaster Mitigation Grant program. Since this application has already been approved by State OES, it is very likely it will be approved by FEMA as the State is typically more restrictive than FEMA as we experienced when we last submitted our plan in 2011.

Madera County OES has submitted for \$150,000.00 to complete a regional plan. Under this grant program the funding is 75%/25% meaning the Federal grant will fund 75% of the anticipated maximum of \$150,000.00 leaving a match portion of \$37,500.00. The match portion

would be split equally between Madera County, City of Madera and the City of Chowchilla. Each entities portion of the match would be a maximum of \$12,500.00.

Due to the complexity of the required plan and inclusions that are needed City staff believes this is the most cost effective method to update the plan. In addition to having our plan updated, it would now be a County wide regional plan that would certainly be more applicable than a local plan in a large scale disaster and the recovery of such an event.

As mentioned above this plan is mandated by the Federal Government before any Federal funds can be received following a disaster. Additionally to that, most Federal grant fund programs also require we have a current approved Disaster Mitigation Plan on file with FEMA before we can receive any Federal grant funds.

FINANCIAL IMPACT

\$12,500.00 maximum to come from funding sources identified by Finance Director, Public Works Director and City Administrator. A minor portion of this funding would be from general fund (estimated less than \$1,000.00) with the balance coming from enterprise accounts as they would be affected by a disaster.

ATTACHMENTS

Resolution

COUNCIL RESOLUTION # -15

A RESOLUTION OF THE CITY OF CHOWCHILLA AUTHORIZING THE NECESSARY BUDGET MODIFICATIONS TO ACCOMMODATE THE EXPENDITURE OF UP TO \$12,500.00 TO UPDATE THE LOCAL HAZARD MITIGATION PLAN

WHEREAS, the City of Chowchilla is required by the Federal Emergency Management Agency (FEMA) to have an approved Local Hazard Mitigation Plan; and

WHEREAS, this plan is required to be updated every 5 years; and

WHEREAS, the City receives federal funds through grants that also require this plan be current and approved by FEMA; and

WHEREAS, this plan is also required for the City to receive any federal aid in the event of a disaster; and

WHEREAS, Madera County OES has applied to the State for a Federal grant to update their plan and would like to make the plan a regional plan including the City of Madera, the City of Chowchilla and Madera County

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

1. The above recitals are true and correct.
2. Authorizes expenditure of up to \$12,500.00 to update the City's Local Hazard Mitigation Plan and incorporate that into Madera County OES regional plan
3. Authorizes Finance Director to make necessary budget modifications for payment from enterprise accounts and general fund.
4. Less than \$1,000.00 from general fund and balance from enterprise funds as identified by Finance Director, Public Works Director and City Administrator allocated from funds as they would be affected by a disaster.
5. This resolution is effective immediately upon adoption.

PASSED AND ADOPTED by the City Council of the City of Chowchilla this 8th day of September, 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 September 8, 2015

Agenda Section: New Business

SUBJECT: **Authorization to Apply for the San Joaquin Valley Air Pollution Control District Public Benefit Grant for Alternative Fuel Vehicles and Authorize the City Administrator to Execute Necessary Documents**

Prepared By: Harry Turner, Fire Chief/Fleet Manager

Approved By: Brian Haddix, City Administrator

RECOMMENDATION:

Authorize application for San Joaquin Valley Air Pollution Control District Public Benefit Grant Program

HISTORY / BACKGROUND:

The San Joaquin Valley Air Pollution Control District has grant funds available for alternative fueled vehicles. The City of Chowchilla has previously applied for and been awarded a grant under this program. This grant program allows for up to \$20,000.00 per vehicle per grant application and a maximum of five vehicles can be applied for under a single grant application. Under the previously awarded grant to the City, the City received just under \$100,000.00 in grant funds that assisted with the costs of 5 vehicles. These five vehicles were 2 Toyota Prius hybrids, 2 GEM electric vehicles, and one CNG fueled pickup. All of these vehicles have proven to be valuable assets for the City.

SITUATION / ANALYSIS:

Since these vehicles have proven themselves, staff would now like to apply for this grant again and request 4 more of the GEM electric vehicles and one electric motorcycle. We anticipate the vehicles will be assigned as follows:

2 GEM electric vehicles assigned to police department. One each for the campus resource officers, one electric motorcycle for the police department for downtown patrol and patrol of slough areas when needed, one GEM electric vehicle for use at the waste water treatment plant and one GEM electric vehicle for use within the parks department.

The GEM electric vehicles have an anticipated price of approximately \$20,000.00 each. With the grant funding of \$20,000.00 for each vehicle there would be little if any out of pocket expense to the City. The electric motorcycle is anticipated to be approximately \$20,795.00. We understand there may also be an additional Air Resources Board grant available for the motorcycle that will offset the costs over the Air District funding amount.

To insure the electric motorcycle would meet the needs and demands of the police department we went to the dealer in Fresno and test drove the two models of electric motorcycle approved for purchase under the air district grant. Their performance well exceeded the expectation of the officers that would use them.

Each of these replacement vehicles would reduce the number of miles of our fossil fueled vehicles and make the greener with the electric powered vehicles.

FINANCIAL IMPACT:

Little or no impact on approved budgets. Large majority of funding for vehicles from grant

ATTACHMENTS:

Resolution

COUNCIL RESOLUTION # -15

A RESOLUTION OF THE CITY OF CHOWCHILLA AUTHORIZING STAFF TO PREPARE AND SUBMIT AN APPLICATION FOR THE SAN JOAQUIN VALLEY AIR POLLUTION CONTROL DISTRICT PUBLIC BENEFIT GRANT AND AUTHORIZE THE CITY ADMINISTRATOR TO EXECUTE ALL NECESSARY DOCUMENTS

WHEREAS, the City of Chowchilla has the need to replace vehicles; and

WHEREAS, the City also has the desire to reduce its carbon footprint; and

WHEREAS, the San Joaquin Valley Air Pollution Control District has its Public Benefit Grant Program that can be used to fund alternative fueled vehicles; and

WHEREAS, under this grant program the APCD will fund up to \$20,000.00 per vehicle and fund a maximum of five vehicles under each grant application cycle; and

WHEREAS, the City of Chowchilla has previously applied for and been awarded a grant under this program; and

WHEREAS, the City has found those previous funded vehicles to be valuable assets to the City;

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

1. The above recitals are true and correct.
2. Authorizes staff to make the grant application for up to \$20,000.00 per vehicle and maximum of five vehicles for a total of \$100,000.00.
3. Authorizes City Administrator to execute necessary documents for award of grant and purchase of approved vehicles.
4. Authorizes application to include vehicles such as GEM electric vehicles and electric motor cycle.
5. This resolution is effective immediately upon adoption.

PASSED AND ADOPTED by the City Council of the City of Chowchilla this 8th day of September, 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 September 8, 2015

Agenda Section: New Business

SUBJECT: **Approval of the City's Participation in the HERO Program and Amendment of a Joint Powers Agreement, With Western Riverside Council of Governments, Accordingly**

Prepared By: Rod Pruett, Finance Director

Approved By: Brian Haddix, City Administrator

RECOMMENDATION:

Adopt the attached Resolution authorizing the City's participation in the California HERO Program, which will enable property owners to finance permanently fixed renewable energy, energy and water efficiency improvements and electric vehicle charging infrastructure on their properties.

HISTORY / BACKGROUND:

Assembly Bill (AB) 811 was signed into law on July 21, 2008, and AB 474, effective January 1, 2010, amended Chapter 29 of Part 3 of Division 7 of the Streets & Highways Code of the State of California ("Chapter 29") and authorizes a legislative body to designate an area within which authorized public officials and free and willing property owners may enter into voluntary contractual assessments to finance the installation of distributed generation renewable energy sources, energy efficiency, and/or water conservation improvements that are permanently fixed to real property, as specified.

Since 2011, the HERO Program has helped more than 40,000 property owners make more than \$818 million in improvements to their homes which reduce energy and water consumption, saving homeowners over \$1.6 billion in estimated future utility costs and more than 1.3 billion gallons of water. Adopted in 334 California communities, more than 6,400 local jobs have been created as a result of HERO.

Because of its success, the California HERO Program was developed as a turnkey program to save other California jurisdictions time and resources in developing a standalone program. Jurisdictions only need to adopt the form of resolution accompanying this staff report and approve an amendment to the joint exercise of powers agreement related to the California HERO Program attached to such resolution to begin the process.

ANALYSIS:

The California HERO Program is being offered to allow property owners in participating cities and counties to finance renewable energy, energy water efficiency improvements and electric vehicle charging infrastructure on their property. If a property owner chooses to participate, the improvements to be installed on such owner's property will be financed by the issuance of bonds by a joint power authority, Western Riverside Council of Governments ("WRCOG"), secured by a voluntary contractual assessment levied on such owner's property. Participation in the program is 100% voluntary. Property owners who wish to participate in the program

agree to repay the money through the voluntary contractual assessment collected together with their property taxes.

The benefits to the property owner include:

- Eligibility: In today's economic environment, alternatives for property owners to finance renewable energy/energy efficiency/water efficiency improvements or electric vehicle charging infrastructure may not be available. As such many property owners do not have options available to them to lower their utility bills.
- Savings: Energy prices continue to rise and selecting in energy efficient, water efficient and renewable energy models lower utility bills.
- 100% voluntary. Property owners can choose to participate in the program at their discretion.
- Payment obligation stays with the property. Under Chapter 29, a voluntary contractual assessment stays with the property upon transfer of ownership. Even if there were private enterprise alternatives, most private loans are due on sale of the benefited property, which makes it difficult for property owners to match the life of the repayment obligation with the useful life of the financed improvements. Certain mortgage providers will, however, require the assessment be paid off at the time the property is refinanced or sold.
- Prepayment option. The property owner can choose to pay off the assessments at any time, subject to applicable prepayment penalties.
- Customer oriented program. Part of the success of the program is the prompt customer service.

The benefits to the City include:

- Increase local jobs.
- An increase in housing prices (higher efficient homes are worth more money).
- An increase in sales, payroll and property tax revenue
- As in conventional assessment financing, the City is not obligated to repay the bonds or to pay the assessments levied on the participating properties.
- All California HERO Program and assessment administration, bond issuance and bond administration functions are handled by California HERO. Little, if any, City staff time is needed to participate in the California HERO Program.
- The City can provide access for its residents to the California HERO Program without the higher staff costs that an independent program established by the City would require.

The proposed resolution enables the California HERO Program to be available to owners of property within our City to finance renewable energy, energy efficiency and water efficiency improvements and electric vehicle charging infrastructure. The resolution approves an Amendment to the WRCOG Joint Powers Agreement to add the City as an Associate Member

in order that the California HERO Program may be offered to the owners of property located within the City who wish to participate in the California HERO Program.

FINANCIAL IMPACT:

There is no negative fiscal impact to the City's general fund incurred by consenting to the inclusion of properties within the City limits in the California HERO Program. All California HERO Program administrative costs are covered through an initial administrative fee included in the property owner's voluntary contractual assessment and an annual administrative fee which is also collected on the property owner's tax bill.

ATTACHMENTS:

Resolution

COUNCIL RESOLUTION # -15

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHOWCHILLA, CALIFORNIA, CONSENTING TO THE INCLUSION OF PROPERTIES WITHIN THE CITY'S JURISDICTION IN THE CALIFORNIA HERO PROGRAM TO FINANCE DISTRIBUTED GENERATION RENEWABLE ENERGY SOURCES, ENERGY AND WATER EFFICIENCY IMPROVEMENTS AND ELECTRIC VEHICLE CHARGING INFRASTRUCTURE AND APPROVING THE AMENDMENT TO A CERTAIN JOINT POWERS AGREEMENT RELATED THERETO

WHEREAS, the Western Riverside Council of Governments ("Authority") is a joint exercise of powers authority established pursuant to Chapter 5 of Division 7, Title 1 of the Government Code of the State of California (Section 6500 and following) (the "Act") and the Joint Power Agreement entered into on April 1, 1991, as amended from time to time (the "Authority JPA"); and

WHEREAS, Authority intends to establish the California HERO Program to provide for the financing of renewable energy distributed generation sources, energy and water efficiency improvements and electric vehicle charging infrastructure (the "Improvements") pursuant to Chapter 29 of the Improvement Bond Act of 1911, being Division 7 of the California Streets and Highways Code ("Chapter 29") within counties and cities throughout the State of California that elect to participate in such program; and

WHEREAS, City of Chowchilla (the "City") is committed to development of renewable energy sources and energy efficiency improvements, reduction of greenhouse gases, protection of our environment, and reversal of climate change; and

WHEREAS, in Chapter 29, the Legislature has authorized cities and counties to assist property owners in financing the cost of installing Improvements through a voluntary contractual assessment program; and

WHEREAS, installation of such Improvements by property owners within the jurisdictional boundaries of the counties and cities that are participating in the California HERO Program would promote the purposes cited above; and

WHEREAS, the City wishes to provide innovative solutions to its property owners to achieve energy and water efficiency and independence, and in doing so cooperate with Authority in order to efficiently and economically assist property owners the City in financing such Improvements; and

WHEREAS, Authority has authority to establish the California HERO Program, which will be such a voluntary contractual assessment program, as permitted by the Act, the Authority JPA, originally made and entered into April 1, 1991, as amended to date, and the Amendment to Joint Powers Agreement Adding the City of Chowchilla as an Associate Member of the Western Riverside Council of Governments to Permit the Provision of Property Assessed Clean Energy (PACE) Program Services within the City (the "JPA Amendment"), by and between Authority and the City, a copy of which is attached as Exhibit "A" hereto, to assist property owners within the incorporated area of the City in financing the cost of installing Improvements; and

WHEREAS, the City will not be responsible for the conduct of any assessment proceedings; the levy and collection of assessments or any required remedial action in the case of delinquencies in the payment of any assessments or the issuance, sale or administration of any bonds issued in connection with the California HERO Program.

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

1. This City Council finds and declares that properties in the City's incorporated area will be benefited by the availability of the California HERO Program to finance the installation of Improvements.
2. This City Council consents to inclusion in the California HERO Program of all of the properties in the incorporated area within the City and to the Improvements, upon the request by and voluntary agreement of owners of such properties, in compliance with the laws, rules and regulations applicable to such program; and to the assumption of jurisdiction there over by Authority for the purposes thereof.
3. The consent of this City Council constitutes assent to the assumption of jurisdiction by Authority for all purposes of the California HERO Program and authorizes Authority, upon satisfaction of the conditions imposed in this resolution, to take each and every step required for or suitable for financing the Improvements, including the levying, collecting and enforcement of the contractual assessments to finance the Improvements and the issuance and enforcement of bonds to represent and be secured by such contractual assessments.
4. This City Council hereby approves the JPA Amendment and authorizes the execution thereof by appropriate City officials.
5. City staff is authorized and directed to coordinate with Authority staff to facilitate operation of the California HERO Program within the City, and report back periodically to this City Council on the success of such program.
6. This Resolution shall take effect immediately upon its adoption. The City Clerk is directed to send a certified copy of this resolution to the Secretary of the Authority Executive Committee.

PASSED AND ADOPTED by the City Council of the City of Chowchilla this 8th day of September, 2015 by the following vote to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

John Chavez, Mayor

ATTEST:

Joann McClendon
Interim City Clerk

**AMENDMENT TO THE JOINT POWERS AGREEMENT
ADDING CITY OF CHOWCHILLA AS
AN ASSOCIATE MEMBER OF THE
WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS
TO PERMIT THE PROVISION OF PROPERTY ASSESSED
CLEAN ENERGY (PACE) PROGRAM SERVICES WITH SUCH
CITY**

This Amendment to the Joint Powers Agreement (“JPA Amendment”) is made and entered into on the 8th day of September, 2015, by the City of Chowchilla (“City”) and the Western Riverside Council of Governments (“Authority”) (collectively the “Parties”).

RECITALS

WHEREAS, Authority is a joint exercise of powers authority established pursuant to Chapter 5 of Division 7, Title 1 of the Government Code of the State of California (Section 6500 and following) (the “Joint Exercise of Powers Act”) and the Joint Power Agreement entered into on April 1, 1991, as amended from time to time (the “Authority JPA”); and

WHEREAS, as of October 1, 2012, Authority had 18 member entities (the “Regular Members”).

WHEREAS, Chapter 29 of the Improvement Act of 1911, being Division 7 of the California Streets and Highways Code (“Chapter 29”) authorizes cities, counties, and cities and counties to establish voluntary contractual assessment programs, commonly referred to as a Property Assessed Clean Energy (“PACE”) program, to fund certain renewable energy sources, energy and water efficiency improvements, and electric vehicle charging infrastructure (the “Improvements”) that are permanently fixed to residential, commercial, industrial, agricultural or other real property; and

WHEREAS, Authority intends to establish a PACE program to be known as the “California HERO Program” pursuant to Chapter 29 as now enacted or as such legislation may be amended hereafter, which will authorize the implementation of a PACE financing program for cities and county throughout the state; and

WHEREAS, City desires to allow owners of property within its jurisdiction to participate in the California HERO Program and to allow Authority to conduct proceedings under Chapter 29 to finance Improvements to be installed on such properties; and

WHEREAS, this JPA Amendment will permit City to become an Associate Member of Authority and to participate in California HERO Program for the purpose of facilitating the implementation of such program within the jurisdiction of City; and

WHEREAS, pursuant to the Joint Exercise of Powers Act, the Parties are approving this JPA Agreement to allow for the provision of PACE services, including the operation of a PACE financing program, within the incorporated territory of City; and

WHEREAS, the JPA Amendment sets forth the rights, obligations and duties of City and Authority with respect to the implementation of the California HERO Program within the incorporated territory of City.

MUTUAL UNDERSTANDINGS

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter stated, the Parties hereto agree as follows:

A. JPA Amendment.

1. The Authority JPA. City agrees to the terms and conditions of the Authority JPA, attached.

2. Associate Membership. By adoption of this JPA Amendment, City shall become an Associate Member of Authority on the terms and conditions set forth herein and the Authority JPA and consistent with the requirements of the Joint Exercise of Powers Act. The rights and obligations of City as an Associate Member are limited solely to those terms and conditions expressly set forth in this JPA Amendment for the purposes of implementing the California HERO Program within the incorporated territory of City. Except as expressly provided for by the this JPA Amendment, City shall not have any rights otherwise granted to Authority's Regular Members by the Authority JPA, including but not limited to the right to vote on matters before the Executive Committee or the General Assembly, the right to amend or vote on amendments to the Authority JPA, and the right to sit on committees or boards established under the Authority JPA or by action of the Executive Committee or the General Assembly, including, without limitation, the General Assembly and the Executive Committee. City shall not be considered a member for purposes of Section 9.1 of the Authority JPA.

3. Rights of Authority. This JPA Amendment shall not be interpreted as limiting or restricting the rights of Authority under the Authority JPA. Nothing in this JPA Amendment is intended to alter or modify Authority Transportation Uniform Mitigation Fee (TUMF) Program, the PACE Program administered by Authority within the jurisdictions of its Regular Members, or any other programs administered now or in the future by Authority, all as currently structured or subsequently amended.

B. Implementation of California HERO Program within City Jurisdiction.

1. Boundaries of the California HERO Program within City Jurisdiction. City shall determine and notify Authority of the boundaries of the incorporated territory within City's jurisdiction within which contractual assessments may be entered into under the California HERO Program (the "Program Boundaries"), which boundaries may include the entire incorporated territory of City or a lesser portion thereof.

2. Determination of Eligible Improvements. Authority shall determine the types of distributed generation renewable energy sources, energy efficiency or water conservation improvements, electric vehicle charging infrastructure or such other improvements as may be authorized pursuant to Chapter 29 (the "Eligible Improvements") that will be eligible to be financed under the California HERO Program.

3. Establishment of California HERO Program. Authority will undertake such proceedings pursuant to Chapter 29 as shall be legally necessary to enable Authority to make contractual financing of Eligible Improvements available to eligible property owners within the Program Boundaries.

4. Financing the Installation of Eligible Improvements. Authority shall develop and implement a plan for the financing of the purchase and installation of the Eligible Improvements under the California HERO Program.

5. Ongoing Administration. Authority shall be responsible for the ongoing administration of the California HERO Program, including but not limited to producing education

plans to raise public awareness of the California HERO Program, soliciting, reviewing and approving applications from residential and commercial property owners participating in the California HERO Program, establishing contracts for residential, commercial and other property owners participating in such program, establishing and collecting assessments due under the California HERO Program, adopting and implementing any rules or regulations for the California HERO Program, and providing reports as required by Chapter 29.

City will not be responsible for the conduct of any proceedings required to be taken under Chapter 29; the levy or collection of assessments or any required remedial action in the case of delinquencies in such assessment payments; or the issuance, sale or administration of any bonds issued in connection with the California HERO Program.

6. Phased Implementation. The Parties recognize and agree that implementation of the California HERO Program as a whole can and may be phased as additional other cities and counties execute similar agreements. City entering into this JPA Amendment will obtain the benefits of and incur the obligations imposed by this JPA Amendment in its jurisdictional area, irrespective of whether cities or counties enter into similar agreements.

C. **Miscellaneous Provisions.**

1. Withdrawal. City or Authority may withdraw from this JPA Amendment upon six (6) months written notice to the other party; provided, however, there is no outstanding indebtedness of Authority within City. The provisions of Section 6.2 of the Authority JPA shall not apply to City under this JPA Amendment. City may withdraw approval for conduct of the HERO Program within the jurisdictional limits of City upon thirty (30) written notice to WRCOG without liability to the Authority or any affiliated entity. City withdrawal shall not affect the validity of any voluntary assessment contracts (a) entered prior to the date of such withdrawal or (b) entered into after the date of such withdrawal so long as the applications for such voluntary assessment contracts were submitted to and approved by WRCOG prior to the date of City's notice of withdrawal.

2. Mutual Indemnification and Liability. Authority and City shall mutually defend, indemnify and hold the other party and its directors, officials, officers, employees and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liabilities, losses, damages or injuries of any kind, in law or equity, to property or persons, including wrongful death, to the extent arising out of the willful misconduct or negligent acts, errors or omissions of the indemnifying party or its directors, officials, officers, employees and agents in connection with the California HERO Program administered under this JPA Amendment, including without limitation the payment of expert witness fees and attorneys fees and other related costs and expenses, but excluding payment of consequential damages. Without limiting the foregoing, Section 5.2 of the Authority JPA shall not apply to this JPA Amendment. In no event shall any of Authority's Regular Members or their officials, officers or employees be held directly liable for any damages or liability resulting out of this JPA Amendment.

3. Environmental Review. Authority shall be the lead agency under the California Environmental Quality Act for any environmental review that may require in implementing or administering the California HERO Program under this JPA Amendment.

4. Cooperative Effort. City shall cooperate with Authority by providing information and other assistance in order for Authority to meet its obligations hereunder. City recognizes

that one of its responsibilities related to the California HERO Program will include any permitting or inspection requirements as established by City.

5. Notice. Any and all communications and/or notices in connection with this JPA Amendment shall be either hand-delivered or sent by United States first class mail, postage prepaid, and addressed as follows:

Authority:

Western Riverside Council of Governments
4080 Lemon Street, 3rd Floor. MS1032
Riverside, CA 92501-3609
Att: Executive Director

City:

City of Chowchilla
130 South Second Street
Chowchilla, CA 93610
Att: City Administrator

6. Entire Agreement. This JPA Amendment, together with the Authority JPA, constitutes the entire agreement among the Parties pertaining to the subject matter hereof. This JPA Amendment supersedes any and all other agreements, either oral or in writing, among the Parties with respect to the subject matter hereof and contains all of the covenants and agreements among them with respect to said matters, and each Party acknowledges that no representation, inducement, promise of agreement, oral or otherwise, has been made by the other Party or anyone acting on behalf of the other Party that is not embodied herein.

7. Successors and Assigns. This JPA Amendment and each of its covenants and conditions shall be binding on and shall inure to the benefit of the Parties and their respective successors and assigns. A Party may only assign or transfer its rights and obligations under this JPA Amendment with prior written approval of the other Party, which approval shall not be unreasonably withheld.

8. Attorney's Fees. If any action at law or equity, including any action for declaratory relief is brought to enforce or interpret the provisions of this Agreement, each Party to the litigation shall bear its own attorney's fees and costs.

9. Governing Law. This JPA Amendment shall be governed by and construed in accordance with the laws of the State of California, as applicable.

10. No Third Party Beneficiaries. This JPA Amendment shall not create any right or interest in the public, or any member thereof, as a third party beneficiary hereof, nor shall it authorize anyone not a Party to this JPA Amendment to maintain a suit for personal injuries or property damages under the provisions of this JPA Amendment. The duties, obligations, and responsibilities of the Parties to this JPA Amendment with respect to third party beneficiaries shall remain as imposed under existing state and federal law.

11. Severability. In the event one or more of the provisions contained in this JPA Amendment is held invalid, illegal or unenforceable by any court of competent jurisdiction, such

portion shall be deemed severed from this JPA Amendment and the remaining parts of this JPA Amendment shall remain in full force and effect as though such invalid, illegal, or unenforceable portion had never been a part of this JPA Amendment.

12. Headings. The paragraph headings used in this JPA Amendment are for the convenience of the Parties and are not intended to be used as an aid to interpretation.

13. Amendment. This JPA Amendment may be modified or amended by the Parties at any time. Such modifications or amendments must be mutually agreed upon and executed in writing by both Parties. Verbal modifications or amendments to this JPA Amendment shall be of no effect.

14. Effective Date. This JPA Amendment shall become effective upon the execution thereof by the Parties hereto.

IN WITNESS WHEREOF, the Parties hereto have caused this JPA Amendment to be executed and attested by their officers thereunto duly authorized as of the date first above written.

[SIGNATURES ON FOLLOWING PAGES]

WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS

By: _____
Executive Committee Chair
Western Riverside Council of Governments

Date: _____

CITY OF CHOWCHILLA

By: _____

Date: _____

Title: _____



REPORT TO THE CITY COUNCIL and SUCCESSOR AGENCY

Meeting of September 8, 2015

Agenda Section: New Business

SUBJECT: **Adopt a City Council and a Successor Agency Resolution Approving a Revised Form of Settlement of Case, and Authorizing the Mayor/Board Chair to Execute the Revised Settlement Agreement with Greenhills Holdings, and Take all Such Further Actions Required to Implement the Long Range Property Management Plan**

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

Approved By: Brian Haddix, City Administrator

RECOMMENDATION:

Adopt a City Council and a Successor Agency Resolution authorizing the Mayor/Board Chair to execute a Revised Form of Settlement Agreement between the City and Successor Agency on the one hand, and Greenhills Holdings on the other, thus resolving litigation in case number MCV058019.

HISTORY / BACKGROUND:

On or about October 26, 2011, Greenhills Holdings, LLP filed an action in the Madera County Superior Court against the City of Chowchilla, individually and in its capacity as Successor Agency to the former Chowchilla Redevelopment Agency.

The parties to that action have engaged in extensive settlement negotiations to attempt to settle the Action. And propose to settle it based on the following terms:

1. The City shall convey to Plaintiff the 6.73 acres of real property subject to the purchase agreement of July 17, 2009 (herein referred to as the "Property") by deeding clear title to that land to Plaintiff free of any liens, encumbrances, or other clouds on title (hereinafter sometimes referred to as the "Property Transfer").
2. The City shall grant easements of ingress and egress, including for commercial and industrial vehicles over the street East Palm Parkway (to be constructed), adjacent to the Property and to the real property previously purchased by the Chowchilla Redevelopment Agency from Plaintiff.
3. Plaintiff shall, at its expense, construct the street adjacent to the real property, identified above, to finished street standards. The City of Chowchilla shall waive any fees and other permit requirements and costs and expenses related to that street construction. Plaintiff shall construct the street within 30 years from the date of execution of the revised settlement agreement entered into if this offer is accepted by the City Council and the Oversight Board of the Successor Agency and the former Chowchilla Redevelopment Agency, the State of California Department of Finance. In the event that the road is not constructed within 30 years, the City and /or its successors' only remedy shall be that the Plaintiffs shall be required to convey the 6.73 acres back to the City and/or its successors
4. If the proposed terms of the revised settlement are approved by the City Council, the Settlement offer shall be presented to the Oversight Board of the Successor Agency to the former Chowchilla Redevelopment Agency. The City shall then take whatever further steps are necessary in order to obtain final authorization or approval of the Property Transfer from the State of California Department of Finance and/or State Controller.

5. Each party to the action would bear its own attorneys' fees, costs, and expenses.
6. Neither party to the action would admit fault, wrongdoing, or the allegations of any complaint, cross-complaint, answer, or affirmative defenses.

The Revised Settlement Agreement is true to these terms, but allows an option for a more expeditious approval by the Department of Finance (DOF) of the Successor Agency's Long Range Property management Plan (LRPMP). This facilitates the timely liquidation of all Agency real estate holdings not transferred for government use.

The first change is to create the option to monetize the 6.73 acres and convert a property transfer into a transfer of funds, now listed as an Enforceable Obligation on the Successor Agency's Recognized Obligation of Payment schedule. This simplifies LRPMP implementation by eliminating the need for the creation of parcels and subdividing the 26.5 acre parcel 02-250-053. Rather than hire consultants to create the stipulated lots, a cash payment will be made to Greenhills upon the sale of the parcel.

The cash of the payment is based on the price of the land which created the original debt secured by the land; \$1.00 per square foot. The debt of 6.73 acres at \$1.00 per square foot is \$293,159. The City will reduce this amount through a lot line adjustment off parcel 02-250-064, transferring an unnecessary Right Of Way to Greenhills. This transfers 0.53± acres to Greenhills, reducing the cash payment by \$23,087± to \$270,072±. The Revised Agreement further requires Greenhills to purchase from the City the 0.20± acre parcel 02-250-066 at \$1.00 per square foot, a sum of \$8,700±.

Once the form of the Revised Settlement has been approved by the City, and the DOF approves the ROPs and LRPMP, the Successor Agency is enabled to sell the parcel and eliminate the liability with the proceeds of the sale. The remaining funds will be used to retire enforceable obligations and any remainder beyond that will be distributed amongst the taxing entities.

FINANCIAL IMPACT:

The previous Settlement Agreement and Release of Claims would result in the City transferring real property to Plaintiff, the Revised Settlement Agreement provides the City with the option of settling the claim monetarily with Successor Agency proceeds at the cost basis with which the liability was incurred.

ATTACHMENTS:

City Council Resolution
Successor Agency Resolution
First Amendment to Settlement Agreement

COUNCIL RESOLUTION # -15

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHOWCHILLA AUTHORIZING THE MAYOR TO EXECUTE THE REVISED SETTLEMENT AGREEMENT BETWEEN GREENHILLS HOLDINGS AND THE CITY OF CHOWCHILLA, AND THE CHOWCHILLA SUCCESSOR AGENCY, THEREBY RESOLVING THE LITIGATION IN CASE NUMBER MCV058019

WHEREAS, on October 26, 2011, Greenhills Holdings, LLP (hereinafter sometimes referred to as "Plaintiff") filed an action in the Superior Court of the State of California, County of Madera, entitled, Greenhills Holdings v. City of Chowchilla, et al., Madera County Superior Court Case No. MCV058019 (hereinafter referred to as the "Action").

WHEREAS, Plaintiff and Defendants in the Action, the City of Chowchilla, individually and in its capacity as Successor Agency to the former Chowchilla Redevelopment Agency, have engaged in extensive settlement negotiations to attempt to settle the Action..

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 Mayor is authorized to execute a settlement agreement resolving the litigation on the following terms and conditions:
3. The City shall convey to Plaintiff a funds and property equal in value to that 6.73 acres of real property subject to the purchase agreement of July 17, 2009 (herein referred to as the "Property").
4. The City shall grant easements of ingress and egress, including for commercial and industrial vehicles over the street East Palm Parkway (to be constructed), adjacent to the Property and to the real property previously purchased by the Chowchilla Redevelopment Agency from Plaintiff.
5. Plaintiff shall, at is expense, construct the street adjacent to the real property, identified above, to finished street standards. The City of Chowchilla shall waive any fees and other permit requirements and costs and expenses related to that street construction. Plaintiff shall construct the street within 30 years from the date of execution of the revised settlement agreement entered into if this offer is accepted by the City Council and the Oversight Board of the Successor Agency and the former Chowchilla Redevelopment Agency, the State of California Department of Finance. In the event that the road is not constructed within 30 years, the City and /or its successors' only remedy shall be that the Plaintiffs shall be required to convey the current market value of the 6.73 acres back to the City and/or its successors
6. This Proposed Revised Settlement shall be presented to the Oversight Board of the Successor Agency to the former Chowchilla Redevelopment Agency. The City shall then take whatever further steps are necessary in order to obtain final authorization or approval of the Property Transfer from the State of California Department of Finance and/or State Controller.
7. Each party to the Action shall bear its own attorneys' fees, costs, and expenses.
8. Neither party to the action admits fault, wrongdoing, or the allegations of any complaint, cross-complaint, answer, or affirmative defenses.

9. This revised Settlement is achieve a compromise that is in the best interest of all parties and shall not be interpreted as an admission of any kind on the part of, or in any way to the prejudice of, either party, Plaintiff Greenhills Holdings, LLP or the City of Chowchilla.
10. Counsel for Plaintiffs and Defendants shall prepare a mutually-agreeable revised settlement agreement containing the applicable terms above and other standard terms of such agreements, with the Mayor executing the agreement on behalf of the City, and such agreements shall include Plaintiff's agreement to dismiss the Action with prejudice.

* * * * *

PASSED AND ADOPTED by the City Council of the City of Chowchilla this 8th day of September, 2015 by the following vote to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

John Chavez, Mayor

ATTEST:

Joann McClendon
Interim City Clerk

COUNCIL RESOLUTION # -15

**RESOLUTION OF THE SUCCESSOR AGENCY OF THE CITY OF CHOWCHILLA
AUTHORIZING THE BOARD CHAIR TO EXECUTE THE REVISED SETTLEMENT
AGREEMENT BETWEEN GREENHILLS HOLDINGS AND THE CITY OF CHOWCHILLA,
AND THE CHOWCHILLA SUCCESSOR AGENCY, THEREBY RESOLVING THE
LITIGATION IN CASE NUMBER MCV058019**

WHEREAS, on October 26, 2011, Greenhills Holdings, LLP (hereinafter sometimes referred to as "Plaintiff") filed an action in the Superior Court of the State of California, County of Madera, entitled, Greenhills Holdings v. City of Chowchilla, et al., Madera County Superior Court Case No. MCV058019 (hereinafter referred to as the "Action").

WHEREAS, Plaintiff and Defendants in the Action, the City of Chowchilla, individually and in its capacity as Successor Agency to the former Chowchilla Redevelopment Agency, have engaged in extensive settlement negotiations to attempt to settle the Action..

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 Mayor is authorized to execute a settlement agreement resolving the litigation on the following terms and conditions:
3. The City shall convey to Plaintiff a funds and property equal in value to that 6.73 acres of real property subject to the purchase agreement of July 17, 2009 (herein referred to as the "Property").
4. The City shall grant easements of ingress and egress, including for commercial and industrial vehicles over the street East Palm Parkway (to be constructed), adjacent to the Property and to the real property previously purchased by the Chowchilla Redevelopment Agency from Plaintiff.
5. Plaintiff shall, at is expense, construct the street adjacent to the real property, identified above, to finished street standards. The City of Chowchilla shall waive any fees and other permit requirements and costs and expenses related to that street construction. Plaintiff shall construct the street within 30 years from the date of execution of the revised settlement agreement entered into if this offer is accepted by the City Council and the Oversight Board of the Successor Agency and the former Chowchilla Redevelopment Agency, the State of California Department of Finance. In the event that the road is not constructed within 30 years, the City and /or its successors' only remedy shall be that the Plaintiffs shall be required to convey the current market value of the 6.73 acres back to the City and/or its successors
6. This Proposed Revised Settlement shall be presented to the Oversight Board of the Successor Agency to the former Chowchilla Redevelopment Agency. The City shall then take whatever further steps are necessary in order to obtain final authorization or approval of the Property Transfer from the State of California Department of Finance and/or State Controller.
7. Each party to the Action shall bear its own attorneys' fees, costs, and expenses.
8. Neither party to the action admits fault, wrongdoing, or the allegations of any complaint, cross-complaint, answer, or affirmative defenses.

9. This revised Settlement is achieve a compromise that is in the best interest of all parties and shall not be interpreted as an admission of any kind on the part of, or in any way to the prejudice of, either party, Plaintiff Greenhills Holdings, LLP or the City of Chowchilla.
10. Counsel for Plaintiffs and Defendants shall prepare a mutually-agreeable revised settlement agreement containing the applicable terms above and other standard terms of such agreements, with the Mayor executing the agreement on behalf of the City, and such agreements shall include Plaintiff's agreement to dismiss the Action with prejudice.

* * * * *

PASSED AND ADOPTED by the Successor Agency of the City of Chowchilla this 8th day of September, 2015 by the following vote to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

John Chavez, Board Chair

ATTEST:

Joann McClendon
Board Clerk

FIRST AMENDMENT TO SETTLEMENT AGREEMENT
Greenhills Holdings v. Chowchilla Redevelopment Agency, et al.,
Madera County Superior Court Case No. MCV058019

This First Amendment to Settlement Agreement modifies the Settlement Agreement ("Agreement") executed by Plaintiff Greenhills Holdings ("Plaintiff"), the City of Chowchilla ("City"), and the Successor Agency to the former Chowchilla Redevelopment Agency ("Successor Agency") (the City and Successor Agency are sometimes collectively referred to herein as "Chowchilla"), dated as of November 29, 2013. An accurate and complete photocopy of the Settlement Agreement is Exhibit A to this First Amendment.

1. Section 1.1 of the Agreement is amended as follows: "In connection with the 6.73 acres of real property subject to the purchase agreement of July 17, 2009 between the former Chowchilla Redevelopment Agency and Plaintiff, APN Parcel No. 02-250-053, if mutually agreeable to both parties, Chowchilla has the option to sell the property, and monetarily remit the 6.73 acre obligation to Plaintiff a rate of \$1.00 per square foot for the entire parcel less the 0.53 portion discussed in new Section 1.1.5 below, approximately 6.20 acres. Chowchilla shall pay Plaintiff the total sum of \$270,072 if this option is exercised."
2. Section 1.1.5 is added to the Agreement: "If mutually agreeable to both parties, Chowchilla has the option to transfer to Plaintiff a portion of APN Parcel No. 02-250-064 bisecting parcel 02-250-062 of approximately 0.53 acres (estimated as 223,245 square feet), via a lot line adjustment."
3. Section 1.1.6 is added to the Agreement: "If Chowchilla exercises the option to pay Plaintiff for said property as per amended Section 1.1 above, Plaintiff shall purchase at public auction APN Parcel No. 02-250-66, approximately 0.2 acres, at a price of \$1.00 per square foot."
4. Section 1.2 of the Agreement is amended as follows: "If Chowchilla exercises the option to pay Plaintiff for said property per amended Section 1.1 above, Plaintiff is released from any obligation to construct the roadway known as Prosperity Boulevard."
5. Chowchilla agrees to take whatever further steps are necessary to obtain approval of this First Amendment from the California Department of Finance.
6. Plaintiff and Chowchilla agree to cooperate to obtain approval of this First Amendment from the Superior Court of Madera.
7. All other terms of the Settlement Agreement remain in full force and effect.

GREENHILLS HOLDINGS, LLP

By:
Name: C. K. Kwon
Title: General Partner

Date: _____

CITY OF CHOWCHILLA

By:
Name: John Chavez
Title: Mayor

Date: _____

CHOWCHILLA SUCCESSOR AGENCY

By:
Name: John Chavez
Title: Chairman

Date: _____

Approved as to form:

By:
David Ritchie
City Attorney, City of Chowchilla

Date: _____

Exhibit A: Settlement Agreement

Exhibit "A"

1 JAMES T. DIAMOND, JR., State Bar # 131525
 2 jdiamond@goldfarbclipman.com
 3 GOLDFARB & LIPMAN LLP
 4 1300 Clay Street, Eleventh Floor
 5 City Center Plaza
 6 Oakland, California 94612
 7 Telephone: (510) 836-6336
 8 Facsimile: (510) 836-1035

FILED
 MADERA SUPERIOR COURT
 2014 NOV 20 AM 8:39
 BONNIE THOMAS
 CLERK OF THE COURT
 DEPUTY

Attorneys for Defendants

SUPERIOR COURT OF THE STATE OF CALIFORNIA
 COUNTY OF MADERA

GREENHILLS HOLDINGS, a California
 limited partnership,

Plaintiff,

v.

CHOWCHILLA REDEVELOPMENT
 AGENCY; CITY OF CHOWCHILLA; *et al.*,

Defendants.

Case No.: MCV058019

STIPULATION AND [PROPOSED]
 ORDER APPROVING SETTLEMENT
 AGREEMENT

Date: November 20, 2014
 Time: 8:30 a.m.
 Dept.: 5, Hon. James E. Oakley

Action Filed: October 26, 2011

*[Exempt from filing fees pursuant to
 Gov. Code §6103]*

Plaintiff Greenhills Holdings, LLP (the "Plaintiff") and Defendant the City of
 Chowchilla, individually and in its capacity as Successor Agency to the former Chowchilla
 Redevelopment Agency (the "City") HEREBY STIPULATE AND AGREE, by the signature of
 their respective counsel, as follows:

1. On October 26, 2011, Plaintiff filed a Complaint for breach of contract and other causes of action against the City and the City's former Redevelopment Agency.
2. Plaintiff and the City have agreed to settle the matter without trial on the terms set forth in the Settlement Agreement (the "Agreement") attached hereto as Exhibit A, the terms of which are incorporated herein by reference. A true and correct copy of City Resolution 88-13, authorizing the Mayor to execute the Settlement Agreement, is attached hereto as Exhibit B.
3. As part of the compensation that the parties agreed to in settlement of this action, the City is required to shall convey to Plaintiff a 6.73 acre of real property (the "Property")

Goldfarb &
 Lipman LLP
 1300 Clay Street
 Eleventh Floor
 Oakland
 California
 94612
 510 836-6336
 510 836-1035 FAX

1 subject to the purchase agreement of July 17, 2009 between the former Chowchilla
2 Redevelopment Agency and Plaintiff (the "Purchase Agreement"), by deeding clear title to that
3 land to Plaintiff free of any liens, encumbrances, or other clouds on title (hereinafter sometimes
4 referred to as the "Property Transfer").

5 4. The Property, as former redevelopment agency property, is subject to the
6 Redevelopment Dissolution Act, AB 1x 26, under which the City, as Successor Agency to the
7 former Redevelopment Agency, must obtain the approval of the California Department of
8 Finance ("DOF") in order to convey the Property to any person or entity.

9 5. Section 1.4 of the Agreement provides that the City shall take whatever further
10 steps are necessary in order to obtain final authorization or approval of the Property Transfer
11 from the DOF.

12 6. The City and Successor Agency have sought approval of the conveyance required
13 in the Agreement, and the DOF has denied its request, unless this Court approves the settlement
14 in this action. A true and correct copy of the DOF letter is attached hereto as Exhibit C.

15 7. The Parties reached settlement through mediation with retired United States
16 District Court Judge Oliver Wanger.

17 8. The settlement terms, set forth in Paragraphs 1.1 through 1.4 of the Agreement,
18 are fair, just and reasonable under the circumstances.

19 9. Plaintiff and the City therefore hereby request that the Court approve the
20 Settlement Agreement.

21 IT IS SO STIPULATED.

22 DATED: November 20, 2014.

LANG, RICHERT & PATCH

By: 

SCOTT J. IVY
Counsel for Plaintiff
GREENHILLS HOLDINGS, LLP

1 DATED: November 20, 2014

GOLDFARB & LIPMAN LLP

2
3 By:



JAMES T. DIAMOND, JR.
Attorneys for Defendants CITY OF
CHOWCHILLA, INDIVIDUALLY and as
SUCCESSOR AGENCY TO THE
FORMER REDEVELOPMENT AGENCY
OF THE CITY OF CHOWCHILLA

4
5
6
7
8
9 **ORDER**

10 Upon consideration of the joint stipulation of the Parties, and having considered the
11 Parties' request for approval of the Settlement Agreement between the Parties, the Court hereby
12 finds that the settlement reached by the Parties is fair, just and reasonable under the
13 circumstances, and hereby approves the Settlement Agreement.

14 Dated: 11-20-, 2014

JAMES E. OAKLEY

15 _____
16 Honorable James E. Oakley
17 Judge of the Superior Court
18
19

20 Goldfarb &
21 Lipman LLP
22 1300 Clay Street
23 Eleventh Floor
24 Oakland
25 California
26 94612
27 510 836-6336
28 510 836-1035 FAX

EXHIBIT A

SETTLEMENT AGREEMENT AND GENERAL RELEASE

This Settlement Agreement and General Release (the "Agreement"), dated as of November 2, 2013, is entered into by and between Greenhills Holdings, LLP, the City of Chowchilla, and the Successor Agency to the former Chowchilla Redevelopment Agency. These parties are sometimes referred to herein collectively as the "Parties."

RECITALS

- A. On or about October 26, 2011, Greenhills Holdings, LLP (hereinafter sometimes referred to as "Plaintiff") filed an action in the Superior Court of the State of California, County of Madera, entitled, *Greenhills Holdings v. City of Chowchilla, et al.*, Madera County Superior Court Case No. MCV058019 (hereinafter referred to as the "Action").
- B. Plaintiff and Defendants in the Action, the City of Chowchilla, individually and in its capacity as Successor Agency to the former Chowchilla Redevelopment Agency, engaged in extensive settlement negotiations to attempt to settle the Action.
- C. On August 12, 2013, Plaintiff executed a Conditional Offer to Settle ("Settlement Offer"), which was ultimately approved by all the partners of Plaintiff. Among the terms of the Settlement Offer was a requirement that the City of Chowchilla convey to Plaintiff the 6.73 acres of real property at issue in the Action (herein referred to as the "Property").
- D. On October 22, 2013, the City Council of the City of Chowchilla approved the Settlement Agreement, on its behalf and acting as the Board of Directors of the Successor Agency.
- E. On October 24, 2013, the Oversight Board to the Successor Agency approved the Successor Agency's Long Term Property Management Plan ("LTPMP"), and the LTPMP was submitted to the California Department of Finance for approval. The LTPMP listed the Property at issue as being subject to a settlement agreement between Plaintiff and the City of Chowchilla.
- F. Plaintiff, the City of Chowchilla and the Successor Agency now desire to resolve all disputes, claims, charges or grievances that may exist between them arising out of or related to the Action, in accordance with the terms and conditions set forth herein.

AGREEMENT

Now, therefore, in consideration of the mutual promises, conditions and covenants set forth below, the Parties hereto agree as follows:

1. Settlement Terms. In full and final settlement of all disputes, claims, charges or grievances that may exist against the City, in its individual capacity and as Successor Agency (hereinafter referred to as the "City"), including but not limited to, any disputes, claims, charges

or grievances in any way relating to or arising out of the Action or the Purchase Agreement on the matters released in Paragraph 7.

1.1 The City shall convey to Plaintiff the 6.73 acres of real property subject to the purchase agreement of July 17, 2009 between the former Chowchilla Redevelopment Agency and Plaintiff (the "Purchase Agreement"), by deeding clear title to that land to Plaintiff free of any liens, encumbrances, or other clouds on title (hereinafter sometimes referred to as the "Property Transfer").

1.2 The City shall grant easements of ingress and egress, including for commercial and industrial vehicles over the streets East Palm Parkway (to be constructed) and Prosperity Boulevard (to be constructed) which are adjacent to the Property and to the real property previously purchased by the Chowchilla Redevelopment Agency from Plaintiff.

1.3 Plaintiff shall, at its expense, construct the streets that are adjacent to the two real properties identified above to finished street standards. The City of Chowchilla shall waive any fees and other permit requirements and costs and expenses related to that street construction. Plaintiff shall construct the road by no later than 30 years from the date of execution of the Settlement Agreement entered into if this offer is accepted by the City Council and the Oversight Board of the Successor Agency to the former Chowchilla Redevelopment Agency, the State of California Department of Finance and/or State Controller. In the event that the road is not constructed within 30 years, the City and/or its successors' only remedy shall be that Plaintiffs shall be required to convey the 6.73 acres back to the City and/or its successors.

1.4 The City shall then take whatever further steps are necessary in order to obtain final authorization or approval of the Property Transfer from the State of California Department of Finance ("DOF") and/or State Controller.

1.5 The Settlement terms agreed to herein represent a settlement and compromise of Plaintiffs claimed damages for any and all disputes, claims, or charges on matters released in this Agreement.

2. The Settlement terms provided for in Section 1 shall constitute the entire, maximum, and only obligations of the City to Plaintiff under this Agreement.

3. Each party shall bear its own attorneys' fees, costs, and expenses.

4. Neither party admits fault, wrongdoing, or the allegations of any complaint, cross-complaint, answer, or affirmative defenses.

5. This Agreement is to buy peace and affect a compromise that is in the best interest of all parties and shall not be interpreted as an admission of any kind on the part of, or in any way to the prejudice of, either Plaintiff Greenhills Holdings, LLP, the City of Chowchilla or the Successor Agency.

6. If the City does not obtain DOF approval of this Agreement by August 13, 2014, the Parties agree to meet and confer in good faith to discuss an extension of this deadline. Other than meeting and conferring, however, the Parties may terminate this Agreement if DOF

CL

approval is not obtained by August 13, 2014 and the Parties do not reach an agreement to extend the deadline.

7. For valuable consideration, the receipt and adequacy of which is hereby acknowledged, Greenhills Holdings, on behalf of itself, all of its general and limited partners, its administrators, attorneys, insurers, devisees, creditors, trustees, successors and assigns (all collectively referred to as "the Releasing Parties"), does hereby release and forever discharge the City of Chowchilla, the Successor Agency, the Former Redevelopment Agency of the City of Chowchilla and all of each of these entity's Council Members, Board Members, agents, representatives, officers, directors, current or former employees, volunteers, insurers, heirs, assigns, benefit plans, plan trustees and plan administrators, past and present, and their attorneys, and all persons acting by, through, under or in concert with them or any of them (all collectively referred to as "the Released Parties"), of and from any and all claims, causes of action, suits, disputes, charges, grievances, debts, liens, contracts, judgments, agreements, promises, liabilities, claims, demands, damages, losses, costs, or expenses of any nature whatsoever, known or unknown, fixed or contingent (hereinafter called "Claims"), which the Releasing Parties or any of them now has or may hereafter have against the Released Parties, or any of them, by reason of any matter, event, act, omission, cause or thing whatsoever from the beginning of time to the date of this Agreement, including, but not limited to, any and all Claims relating to or arising out of the Action and the Purchase Agreement.

8. This Agreement represents the sole and entire agreement between the parties and supersedes any and all prior agreements, negotiations, and discussions between the parties hereto and/or their representatives. Any amendment to or deletion from this Agreement must be in writing specifically referring to this Agreement and must be signed by duly authorized representatives of all of the parties hereto.

9. This Agreement shall be construed as a whole in accordance with its fair meaning and the laws of the State of California. The Parties agree that the language of this Agreement shall not be construed for or against any particular party merely because that party or its attorneys prepared, drafted or proposed such language.

10. The provisions of this Agreement are severable. If any provision is held to be invalid or unenforceable, it shall not affect the validity or enforceability of any other provision. This Agreement may be executed in multiple counterparts, each of which shall constitute an original, and all of which shall constitute a single Agreement.

11. This Agreement is binding upon and shall inure to the benefit of the successors and assigns of the parties hereto.

12. In the event any action is brought by a party hereto against another party by reason of any breach of any of the covenants, agreements or provisions on the part of the other party or parties arising out of this Agreement, then in that event the prevailing party shall be entitled to have the recovery of and from the other party or parties of all costs and expenses of the action, including attorneys' fees.

13. In executing this Agreement, the parties acknowledge that they have the opportunity to consult with and to obtain the advice and counsel of attorneys duly licensed to practice law in all the courts of the State of California and that they have executed this Agreement after independent investigation and without fraud, duress, or undue influence.

14. The Parties agree to perform any further actions, execute and deliver any further documents and obtain consents, as may be reasonably requested to fully effectuate the purposes, terms and conditions of this Agreement.

15. This Agreement may be executed in counterparts, each of which may be treated for all purposes as an original.

16. Plaintiff represents and warrants that the individual executing this Agreement on its behalf is duly authorized to execute and deliver this Agreement to the City, and that all actions or authorization necessary for the authorization and execution of this Agreement have been taken.

GREENHILLS HOLDINGS, LLP

By: *C. K. Kwon*
Name: C. K. Kwon
Title: General Partner

Date: 11/29/13

CITY OF CHOWCHILLA

By: *Richard L Walker*
Name: ~~Mark Lewis~~ Richard Walker
Title: ~~City Administrator~~ Mayor

Date: 1/31/14

CHOWCHILLA SUCCESSOR AGENCY

By: *Richard L Walker*
Name: ~~Mark Lewis~~ Richard Walker
Title: ~~Director~~ Mayor

Date: 1/31/14

Approved as to form:

By: *Jeremy Price*
~~Thomas Ebersole~~ Jeremy Price
City Attorney, City of Chowchilla

Date: 01/30/2014



REPORT TO THE CITY COUNCIL/SUCCESSOR AGENCY

Council Meeting for September 8, 2015

Agenda Section: New Business

SUBJECT: **Consideration of a Council and a Successor Agency Resolution Approving Recognized Obligation Payment Schedule 15-16B for the Period from January 1 – June 30, 2016 for the Successor Agency of the Chowchilla Redevelopment Agency**

Prepared By: Sherri Dueker, Accounting Manager

Authorized By: Rod Pruett, Finance Director

Approved By: Brian Haddix, City Administrator

RECOMMENDATION:

Adopt the resolution(s) for revised ROPS 15-16B.

HISTORY / BACKGROUND:

In accordance with AB 1484 which was enacted to clarify the intent of ABx1 26, the law that dissolved all redevelopment agencies, the Successor Agency (City of Chowchilla) is required to adopt a Recognized Obligation Payment Schedule (ROPS) for each 6 month period of the Agency's future operations.

The ROPS packet, designated as ROPS 15-16B, includes a summary of the values reported in the prior period and the 6-month period covered by this document, the estimated obligations and expenditures spreadsheet, the report of cash balances, and a recap of actual expenditures of approved obligations made for the period of January 1, 2015 thru June 30, 2015. The deadline for submitting this form to the California State Department of Finance is October 5, 2015. Upon submitting to the Department of Finance, the information is subject to a review period to a maximum of 45 days.

The Successor Agency has recently addressed an obligation that has not been listed on prior ROPS schedules due to ongoing litigation. Due to a court ordered Settlement Agreement, The Successor Agency is required to add this obligation to the ROPS. You will find this obligation added to the expenditure detail report for period January 1, thru June 30, 2016 in the amount of \$303,200.00.

FINANCIAL IMPACT:

None

ATTACHMENTS:

ROPS
Resolutions

SPECIAL INSTRUCTIONS:

Process necessary documentation

Chowchilla Recognized Obligation Payment Schedule (ROPS 15-16B) - Report of Cash Balances
(Report Amounts in Whole Dollars)

Pursuant to Health and Safety Code section 34177 (l), Redevelopment Property Tax Trust Fund (RPTTF) may be listed as a source of payment on the ROPS, but only to the extent no other funding source is available or when payment from property tax revenues is required by an enforceable obligation. For tips on how to complete the Report of Cash Balances Form, see [Cash Balance Tips Sheet](#)

A	B	C	D	E	F	G	H	I	
		Fund Sources							
		Bond Proceeds		Reserve Balance		Other	RPTTF		
	Cash Balance Information by ROPS Period	Bonds Issued on or before 12/31/10	Bonds Issued on or after 01/01/11	Prior ROPS period balances and DDR RPTTF balances retained	Prior ROPS RPTTF distributed as reserve for future period(s)	Rent, Grants, Interest, Etc.	Non-Admin and Admin	Comments	
ROPS 14-15B Actuals (01/01/15 - 06/30/15)									
1	Beginning Available Cash Balance (Actual 01/01/15)	197,167					10,046	13/14B PPA = \$ 117,762 14-15A \$-107,716.	
2	Revenue/Income (Actual 06/30/15) RPTTF amounts should tie to the ROPS 14-15B distribution from the County Auditor-Controller during January 2015					66	296,696		
3	Expenditures for ROPS 14-15B Enforceable Obligations (Actual 06/30/15) RPTTF amounts, H3 plus H4 should equal total reported actual expenditures in the Report of PPA, Columns L and Q	5,943					321,855	This amount reflects Total RPTTF expenditures less \$50,000 for Admin Fees which should have been posted in the 14/15A ROPS Period	
4	Retention of Available Cash Balance (Actual 06/30/15) RPTTF amount retained should only include the amounts distributed as reserve for future period(s)								
5	ROPS 14-15B RPTTF Prior Period Adjustment RPTTF amount should tie to the self-reported ROPS 14-15B PPA in the Report of PPA, Column S	No entry required							
6	Ending Actual Available Cash Balance C to G = (1 + 2 - 3 - 4), H = (1 + 2 - 3 - 4 - 5)	\$ 191,224	\$ -	\$ -	\$ -	\$ 66	\$ (15,113)		
ROPS 15-16A Estimate (07/01/15 - 12/31/15)									
7	Beginning Available Cash Balance (Actual 07/01/15) (C, D, E, G = 4 + 6, F = H4 + F4 + F6, and H = 5 + 6)	\$ 191,224	\$ -	\$ -		\$ 66	\$ (15,113)		
8	Revenue/Income (Estimate 12/31/15) RPTTF amounts should tie to the ROPS 15-16A distribution from the County Auditor-Controller during June 2015						345,861		
9	Expenditures for ROPS 15-16A Enforceable Obligations (Estimate 12/31/15)						810,947		
10	Retention of Available Cash Balance (Estimate 12/31/15) RPTTF amount retained should only include the amounts distributed as reserve for future period(s)								
11	Ending Estimated Available Cash Balance (7 + 8 - 9 - 10)	\$ 191,224	\$ -	\$ -	\$ -	\$ 66	\$ (480,199)		

Recognized Obligation Payment Schedule (ROPS 15-16B) - Summary

Filed for the January 1, 2016 through June 30, 2016 Period

Name of Successor Agency: Chowchilla
Name of County: Madera

Current Period Requested Funding for Outstanding Debt or Obligation		Six-Month Total
Enforceable Obligations Funded with Non-Redevelopment Property Tax Trust Fund (RPTTF) Funding		
A Sources (B+C+D):		\$ 500,367
B	Bond Proceeds Funding (ROPS Detail)	197,167
C	Reserve Balance Funding (ROPS Detail)	-
D	Other Funding (ROPS Detail)	303,200
E Enforceable Obligations Funded with RPTTF Funding (F+G):		\$ 670,204
F	Non-Administrative Costs (ROPS Detail)	545,204
G	Administrative Costs (ROPS Detail)	125,000
H Total Current Period Enforceable Obligations (A+E):		\$ 1,170,571

Successor Agency Self-Reported Prior Period Adjustment to Current Period RPTTF Requested Funding		
I	Enforceable Obligations funded with RPTTF (E):	670,204
J	Less Prior Period Adjustment (Report of Prior Period Adjustments Column S)	-
K Adjusted Current Period RPTTF Requested Funding (I-J)		\$ 670,204

County Auditor Controller Reported Prior Period Adjustment to Current Period RPTTF Requested Funding		
L	Enforceable Obligations funded with RPTTF (E):	670,204
M	Less Prior Period Adjustment (Report of Prior Period Adjustments Column AA)	-
N Adjusted Current Period RPTTF Requested Funding (L-M)		670,204

Certification of Oversight Board Chairman:
Pursuant to Section 34177 (m) of the Health and Safety code, I hereby certify that the above is a true and accurate Recognized Obligation Payment Schedule for the above named agency.

Name	Title
/s/	
Signature	Date

Chowchilla Recognized Obligation Payment Schedule (ROPS 15-16B) - ROPS Detail

January 1, 2016 through June 30, 2016

(Report Amounts in Whole Dollars)

A	B	C	D	E	F	G	H	I	J	K					O	P		
										M							N	
										Funding Source								RPTTF
										Non-Redevelopment Property Tax Trust Fund (Non-RPTTF)			RPTTF					
Item #	Project Name / Debt Obligation	Obligation Type	Contract/Agreement Execution Date	Contract/Agreement Termination Date	Payee	Description/Project Scope	Project Area	Total Outstanding Debt or Obligation	Retired	Bond Proceeds	Reserve Balance	Other Funds	Non-Admin	Admin	Six-Month Total			
								\$ 7,113,200		\$ 197,167	\$ -	\$ 303,200	\$ 545,204	\$ 125,000	\$ 1,170,571			
1	2005 TAX ANTICIPATION NOTES	Bonds Issued On or Before 12/31/10	10/4/2005	12/31/2039	US BANK	ANNUAL P&I PAYMENTS	1	6,810,000	N				165,812		\$ 165,812			
3	PROPERTY TAX ADMIN FEES	Professional	1/1/2013	12/31/2039	MADERA COUNTY	PROPERTY TAX ADMIN FEES	1		N						\$ -			
4	LEGAL FEES	Legal	9/28/2010	12/31/2039	COTA COLE	LEGAL FEES FOR ADMINISTRATION OF AGENCY	1		N					7,000	\$ 7,000			
5	LEGAL FEES - GREENHILLS/KWAN	Litigation	9/28/2010	12/31/2015	GOLDFARB, LIPMAN/COTA COLE	DEFENSE FROM PROPERTY OWNER SUIT	1		N				2,000		\$ 2,000			
6	LEGAL FEES - HIGH SPEED RAIL	Litigation	9/28/2010	12/31/2015	WULFSBERG, REESE/COTA COLE	SUIT TO STOP PROPERTY VALUE LOSS	1		N						\$ -			
7	LEGAL FEES - CDCR	Litigation	9/28/2010	12/31/2014	WULFSBERG, REESE/COTA COLE	SUIT TO STOP PRISON CONVERSION/BLIGHT	1		N						\$ -			
8	LEGAL FEES -ANTENUCCI'S	Litigation	9/28/2010	12/31/2014	COTA COLE	SUIT TO COLLECT ON LOAN OWED TO AGENCY	1		N						\$ -			
9	PROPERTY TAX	Miscellaneous	1/1/2010	12/31/2039	MADERA COUNTY	PARCEL TAX ON PROPERTY OPERATED BY AGENCY	1		N						\$ -			
10	ADMINISTRATIVE FEES	Admin Costs	1/1/2013	1/1/2013	CITY OF CHOWCHILLA	DIRECT AND INDIRECT ALLOCABLE CHARGES	1		N						\$ -			
11	PROPERTY DEVELOP/SALE FEES	Property Dispositions	1/1/2010	1/1/2020	CITY OF CHOWCHILLA	COSTS FOR PREPPING FOR SALE BY AGENCY	1		N						\$ -			
12	LIABILITY INSURANCE PREMIUM	Miscellaneous	1/1/2010	12/31/2039	CENTRAL SAN JOAQUIN VALLEY RMA	ANNUAL, PRORATED PREMIUM	1		N						\$ -			
13	BOND TRUSTEE FEES	Fees	12/1/2005	2/28/2038	US BANK	ANNUAL BOND TRUST ACCOUNT MTCE FEES	1		N				2,500		\$ 2,500			
14	ANNUAL BOND DISCLOSURE REPORTING	Fees	3/1/2007	1/15/2039	NBS	ANNUAL BOND DISCLOSURE REPORTING FEES	1		N				2,500		\$ 2,500			
15	ANNUAL HOUSING REPORT FOR HCD	Fees	1/1/2007	12/31/2016	CITY OF CHOWCHILLA	TIME/MATERIALS FOR PREPARING REPORT	1		N						\$ -			
16	ANNUAL REPORT OF RDA TRANSACTIONS	Dissolution Audits	1/1/2011	12/31/2039	CITY OF CHOWCHILLA	TIME/MATERIALS FOR PREPARING REPORT	1		N						\$ -			
17	ANNUAL FINANCIAL AUDITS	Miscellaneous	2/8/2010	3/31/2013	PRICE, PAIGE / OTHERS	FEE FOR ON-GOING AUDIT OF SUCCESSOR AGY	1		N						\$ -			
18	ENVIRONMENTAL STUDY OF PARCEL	Improvement/Infrastructure	12/1/1996	6/30/2013	TECHNICON	EIR REPORT ON PARCEL TO BE SOLD	1		N						\$ -			
19	RDA WRAP-UP AUDIT	Professional Services	2/8/2010	3/31/2013	PRICE, PAIGE	AUDIT OF RDA FINAL PERIOD TO 1/31/12	1		N						\$ -			
20	SETTLEMENT AGREEMENT FOR CFD	Litigation	3/27/2012	6/30/2013	COMMUNITY FACILITY DISTRICT	PYMT TO SETTLE OUTSTANDING OBLIGATION FOR PR YR ASSESS.	1		N						\$ -			
22	LOW/MOD HOUSING SUPPORT CONTRACT	Professional Services	7/25/2011	7/25/2014	SELF HELP ENTERPRISES	LOAN PORTFOLIO MANAGEMENT FEES AS GRANT MATCH	1		N						\$ -			
23	PARKING LOT IMPROVEMENTS	Improvement/Infrastructure	6/6/2008	12/31/2020	CITY OF CHOWCHILLA	FORMER RDA OBLIGATION TO CONSTRUCT PARKING SPACES	1		N						\$ -			
24	CURB/GUTTER/SIDEWALK PROJECT	Improvement/Infrastructure	10/21/2009	12/31/2016	VARIOUS VENDORS	1001 ROBERTSON BOULEVARD REPAIRS	1		N						\$ -			
25	STORMWATER PROJECT PAYMENT	Improvement/Infrastructure	1/1/2010	12/31/2020	VARIOUS VENDORS	COMMERCE AVENUE PROJECT	1		N						\$ -			
26	UNPAID EMPLOYEE WAGES	Unfunded Liabilities	6/30/2011	7/15/2011	VARIOUS EMPLOYEES	ACCRUED WAGES/BENEFITS FOR FY 10-11 PAYROLL	1		N						\$ -			
27	DOWNTOWN STREETScape	Professional Services	1/1/2010	12/31/2020	VARIOUS VENDORS	PROJECT DESIGN WORK	1		N						\$ -			
28	PROPERTY DEVELOPMENT/SALES	Property Dispositions	1/26/2012	2/2/2012	THOMAS WILKINS COMPANY	APPRAISAL FOR LOT 13	1		N						\$ -			
29	SA ADMIN ALLOWANCE	Admin Costs	1/1/2010	12/31/2039	SA left payee empty	SA EMPLOYEE & ADMINISTRATIVE COST	1		N					118,000	\$ 118,000			
30	INFRASTRUCURE IMPROVEMENT	Improvement/Infrastructure	4/26/2013	12/31/2039	VARIOUS VENDORS	WELL#14 / METERS			N	197,167					\$ 197,167			
31	LONG TERM PROPERTY MANAGEMENT PLAN	Property Dispositions	10/26/2013	12/31/2039	VARIOUS VENDORS	PROPERTY MANAGEMENT			N				15,000		\$ 15,000			
32	LOAN REPAY TO GF	RPTTF Shortfall	5/15/2015	12/31/2030	CITY OF CHOWCHILLA	Reimbursement of Expense to GF			N				357,392		\$ 357,392			
33	GREENHILLS HOLDINGS	Litigation	11/29/2013	Upon Approval of LRPMP	GREENHILLS HOLDINGS	PAYMENT TO SETTLE OUTSTANDING OBLIGATION		303,200	N			303,200			\$ 303,200			
34									N						\$ -			
35									N						\$ -			
36									N						\$ -			

Chowchilla Recognized Obligation Payment Schedule (ROPS 15-16B) - Report of Prior Period Adjustments
 Reported for the ROPS 14-15B (January 1, 2015 through June 30, 2015) Period Pursuant to Health and Safety Code (HSC) section 34186 (a)
 (Report Amounts in Whole Dollars)

ROPS 14-15B Successor Agency (SA) Self-reported Prior Period Adjustments (PPA): Pursuant to HSC Section 34186 (a), SAs are required to report the differences between their actual available funding and their actual expenditures for the ROPS 14-15B (January through June 2015) period. The amount of Redevelopment Property Tax Trust Fund (RPTTF) approved for the ROPS 15-16B (January through June 2016) period will be offset by the SA's self-reported ROPS 14-15B prior period adjustment. HSC Section 34186 (a) also specifies that the prior period adjustments self-reported by SAs are subject to audit by the county auditor-controller (CAC) and the State Controller.

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T		
Item #	Project Name / Debt Obligation	Non-RPTTF Expenditures						RPTTF Expenditures												Net SA Non-Admin and Admin PPA (Amount Used to Offset ROPS 15-16B Requested RPTTF)	SA Comments
		Bond Proceeds		Reserve Balance		Other Funds		Non-Admin						Admin							
		Authorized	Actual	Authorized	Actual	Authorized	Actual	Authorized	Available RPTTF (ROPS 14-15B distributed + all other available as of 01/1/15)	Net Lesser of Authorized / Available	Actual	Difference (If K is less than L, the difference is zero)	Authorized	Available RPTTF (ROPS 14-15B distributed + all other available as of 01/1/15)	Net Lesser of Authorized / Available	Actual	Difference (If total actual exceeds total authorized, the total difference is zero)	Net Difference (M+R)			
		\$ 301,242	\$ 5,943	\$ -	\$ -	\$ -	\$ -	\$ 194,513	\$ 184,701	\$ 184,701	\$ 184,701	\$ -	\$ 129,091	\$ 112,062	\$ 112,062	\$ 137,154	\$ -	\$ -			
1	2005 TAX ANTICIPATION NOTES	-	-	-	-	-	-	169,713	169,713	\$ 169,713	169,713	\$ -						\$ -			
2	LOAN FROM MADERA COUNTY	-	-	-	-	-	-	-	-	\$ -	-	\$ -						\$ -			
3	PROPERTY TAX ADMIN FEES	-	-	-	-	-	-	-	-	\$ -	-	\$ -						\$ -			
4	LEGAL FEES	-	-	-	-	-	-	-	-	\$ -	-	\$ -						\$ -			
5	LEGAL FEES - GREENHILLS/KWAN	-	-	-	-	-	-	3,000	897	\$ 897	897	\$ -						\$ -			
6	LEGAL FEES - HIGH SPEED RAIL	-	-	-	-	-	-	-	-	\$ -	-	\$ -						\$ -			
13	BOND TRUSTEE FEES	-	-	-	-	-	-	1,800	1,760	\$ 1,760	1,760	\$ -						\$ -			
14	ANNUAL BOND DISCLOSURE REPORTING	-	-	-	-	-	-	2,000	1,831	\$ 1,831	1,831	\$ -						\$ -			
15	ANNUAL HOUSING REPORT FOR	-	-	-	-	-	-	-	-	\$ -	-	\$ -						\$ -			
16	ANNUAL REPORT OF RDA TRANSACTIONS	-	-	-	-	-	-	-	-	\$ -	-	\$ -						\$ -			
17	ANNUAL FINANCIAL AUDITS	-	-	-	-	-	-	7,500	-	\$ -	-	\$ -						\$ -			
28	PROPERTY DEVELOPMENT/SALES	-	-	-	-	-	-	-	-	\$ -	-	\$ -						\$ -			
29	SA ADMIN ALLOWANCE	-	-	-	-	-	-	-	-	\$ -	-	\$ -	125,000	112,062		137,154		\$ -	Total Admin for 14/15B period = \$137,153.85. However, \$50,000 belongs to 14/15A period that was not posted. Total 14/15B Admin = \$87,153.85 Total 14/15A Admin \$95,347 originally reports was \$45,347		
30	INFRASTRUCURE IMPROVEMENT	301,242	5,943	-	-	-	-	-	-	\$ -	-	\$ -						\$ -			
31	LONG TERM PROPERTY MANAGEMENT PLAN	-	-	-	-	-	-	10,500	10,500	\$ 10,500	10,500	\$ -						\$ -			
										\$ -	-	\$ -						\$ -			

COUNCIL RESOLUTION # -15

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHOWCHILLA, CALIFORNIA
APPROVING THE RECOGNIZED OBLIGATION PAYMENT SCHEDULE FOR THE PERIOD
FROM JAN 1, 2016 – JUNE 30, 2016, ON BEHALF OF THE SUCCESSOR AGENCY OF THE
CHOWCHILLA REDEVELOPMENT AGENCY**

WHEREAS, the City of Chowchilla designated itself to be the Successor Agency of the Chowchilla Redevelopment Agency in accordance with AB x1 26; and,

WHEREAS, the legislation enacted under AB x1 26 and clarified under AB 1484 requires the Successor Agency to adopt the Recognized Obligation Payment Schedule (ROPS 15-16B) covering the 6-month period from January 1 – June 30, 2016; and,

WHEREAS, the City Council, as the Successor Agency, has considered the proposed ROPS for the period of January 1 – June 30, 2016.

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 Recognized Obligation Payment Schedule (ROPS 15-16B) for the period of January 1 – June 30, 2016, is hereby approved and accepted.
3. This resolution is effective immediately upon adoption.

PASSED AND ADOPTED by the City Council of the City of Chowchilla this 8th day of September, 2015 by the following vote to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

John Chavez, Mayor

ATTEST:

Joann McClendon
Interim City Clerk

SUCCESSOR AGENCY RESOLUTION # -15

**RESOLUTION OF THE SUCCESSOR AGENCY OF THE CITY OF CHOWCHILLA,
CALIFORNIA APPROVING THE RECOGNIZED OBLIGATION PAYMENT SCHEDULE FOR
THE PERIOD FROM JAN 1, 2016 – JUNE 30, 2016, ON BEHALF OF THE SUCCESSOR
AGENCY OF THE CHOWCHILLA REDEVELOPMENT AGENCY**

WHEREAS, the City of Chowchilla designated itself to be the Successor Agency of the Chowchilla Redevelopment Agency in accordance with AB x1 26; and,

WHEREAS, the legislation enacted under AB x1 26 and clarified under AB 1484 requires the Successor Agency to adopt the Recognized Obligation Payment Schedule (ROPS 15-16B) covering the 6-month period from January 1 – June 30, 2016; and,

WHEREAS, the City Council, as the Successor Agency, has considered the proposed ROPS for the period of January 1 – June 30, 2016.

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

1. The above recitals are true and correct.
2. The Recognized Obligation Payment Schedule (ROPS 15-16B) for the period of January 1 – June 30, 2016, is hereby approved and accepted.
3. This resolution is effective immediately upon adoption.

PASSED AND ADOPTED by the Successor Agency of the City of Chowchilla this 8th day of September, 2015 by the following vote to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

John Chavez, Chair

ATTEST:

Joann McClendon
Board Clerk



REPORT TO THE CITY COUNCIL

Council Meeting of September 8, 2015

Agenda Section:	<u>New Business</u>
SUBJECT:	Resolution Approving Employment Agreement with David Riviere for Police Chief Services
Prepared By:	<u>Joann McClendon, Interim City Clerk</u>
Approved By:	<u>Brian Haddix, City Administrator</u>

RECOMMENDATION:

Staff recommends the Council resolve to approve the attached Employment Agreement with David Riviere.

HISTORY / BACKGROUND:

The City's prior Police Chief ran and won the election for Madera County Sherriff-Coroner in November 2014. The City began recruitment for the newly vacant position, advertising in various publications such as Jobs Available, Western City, and the California Police Chiefs Association.

The Police Chief recruitment was extensive and resulted in 15 applications for the position. A panel of neutral individuals consisting of two current Police Chiefs and one City Manager interviewed the top six candidates and made recommendations by ranking each candidate. The City Council interviewed the top three candidates, selected Dave Riviere as the desired new Police Chief, and directed the City Attorney to enter into negotiations for an employment agreement.

As reflected in the attached resume, Dave Riviere has been employed with the city for over 17 years, moving up the ranks from Police Officer to Sergeant, then Lieutenant. . He is currently the City's Interim Police Chief and has held that position since December 10, 2014. He was promoted from Police Sergeant to Lieutenant in December of 2012.

Attached is a proposed agreement with David Riviere for employment. The major terms of the agreement are summarized below:

- **Services:** Mr. Riviere shall provide Police Chief services as required by Federal, State and City laws, ordinances, resolutions and policies. Outside employment that conflicts with the performance of his duties are prohibited.
- **Term:** The term of the agreement is for two years, renewable by City Council for an additional two years. The City may terminate the agreement at any time. Mr. Riviere is not entitled to severance pay if the agreement is terminated.
- **Salary:** The City shall pay Mr. Riviere at the level established for a step B on the City compensation scale for the Police Chief position. Step B is currently paid \$111,319.10 per year.

- **Benefits:** Mr. Riviere is entitled to holiday leave, bereavement leave, military leave, leave of absence without pay, family medical leave, witness and jury duty benefits, health insurance, and retirement benefits as provided for in the Memorandum of Understanding reached between the City and the Chowchilla Mid-Management Confidential Association. An annual uniform allowance of \$750, expense reimbursement for business meals, travel required outside the County of Madera, not including travel to and from home to work. Membership in the California Police Chiefs Association and California Police Officer Association. The position is classified as an exempt and no overtime shall be compensated.

FINANCIAL IMPACT:

This position was budgeted at step A. Since the interim Police Chief is coming in at step B, the difference is \$270.19 per month. According to the Finance, this difference will not have a significant impact on the police budget.

ATTACHMENTS:

Resolution
David Riviere's Resume
Contract

COUNCIL RESOLUTION # -15

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHOWCHILLA APPROVING AN
EMPLOYMENT AGREEMENT BETWEEN THE CITY OF CHOWCHILLA AND DAVID
RIVIERE**

WHEREAS, the City of Chowchilla City Council desires to appoint and employ David Riviere as Police Chief for the City of Chowchilla pursuant to the Chowchilla Municipal Code; and

WHEREAS, Mr. Riviere desires to accept the appointment as the Police Chief of the City; and

WHEREAS, it is the desire of the City and the Police Chief to set forth certain compensation, benefits, establish certain conditions of employment, and to set certain working conditions on the Police Chief in an employment contract; and

WHEREAS, the proposed Employment Agreement is fair and equitable.

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

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

PASSED AND ADOPTED by City Council of the City of Chowchilla this 8th day of September 2015 by the following vote to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

John Chavez, Mayor

ATTEST:

Joann McClendon
Interim City Clerk

January 30, 2015

City of Chowchilla
Administrative Services / Personnel Office
130 South Second Street
Chowchilla, California 93610
Attention: Nanci Lima, City Clerk

Dear Ms. Lima,

Please accept the enclosed resume and documents for the position of Chief of Police with the City of Chowchilla. Having served the citizens of the City of Chowchilla as a police officer, police sergeant and police lieutenant for more than 17 years, I am prepared to take the next step and provide our growing community with strong, progressive leadership.

As you can see my resume will verify that I meet all the necessary experience, educational, and skill-based requirements for this position. However, what my resume may not fully reflect is the level of dedication I will continue to offer the community of Chowchilla. Being the public safety leader of a community with nearly 20,000 residents is a significant responsibility; not only is the Chief of Police the prime media spokesperson, principal investigator, and lead program coordinator for the police department, but he or she is also one of the most visible role models in the community.

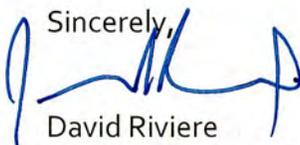
Throughout my career, as various community members can verify, I have demonstrated deep involvement in Chowchilla's civic activities and community improvement programs. My efforts have recently been recognized through awards from the Madera Rotary Club and the Chowchilla American Legion Post. As the Chief of Police, I will bring an even greater level of devotion to the Chowchilla community.

In addition, I am a strong advocate of progressive ideas and continual development. As laws, technologies, and times change, so must the Chowchilla Police Department adapt with new law enforcement strategies, policies, and implementations.

One of my central goals when selected as Chief of Police will be to introduce new programs that further promote Chowchilla's reputation as a safe, attractive community. I envision the police department taking pro-active measures to make Chowchilla the type of community that encourages businesses and families to make Chowchilla their permanent home.

Again, my resume is enclosed to provide you with my background and qualifications. I look forward to the opportunity to interview for this position.

Thank you for your time and consideration.

Sincerely,

David Riviere

Dave Riviere

OBJECTIVE:

To secure the Chief of Police position with the City of Chowchilla where my proven skills in leadership, decision-making, planning, and criminal services, will assure a strong performance validated by twenty-four years of extensive law enforcement training, education, and executive management. My solid record of strengthening relationships within our diverse community enhances the principles and concepts of community-based policing. My uncompromising personal and professional integrity lends great credence as core values applied to the defined mission of the Chowchilla Police Department.

SKILLS PROFILE:

- Plan, organize, coordinate, and administer law and order needs.
 - Utilize strategic planning to set priorities, strengthen operations, and focus energy and resources to ensure that the employees of the police department are working toward the goals of the department and the city.
 - Administer and control a budget while seeking grants and supplemental funding opportunities.
 - Address the needs of the community by analyzing crime statistics, working with civic and community groups, as well as other law enforcement agencies.
 - Analyze operational and service needs through crime statistics and trending data in order to formulate and implement crime prevention plans and procedures.
 - Review and evaluate staff and candidates, while maintaining cooperative and effective relationships with employees.
 - Facilitate the apprehension, arrest and detention of law violators while coordinating, planning, and administering the law and order needs of the community.
 - Handle difficult citizen complaints.
 - Communicate effectively both verbally and in writing.
-

EMPLOYMENT HISTORY:

Interim Chief of Police, City of Chowchilla Police Department	12/10/2014 – Present
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- Plan, organize and direct all activities of department.
- Preserve order, prevent crime and ensure the protection of life and property.
- Protect individual rights of all Chowchilla citizens through enforcement of applicable laws and municipal codes.
- Select, appoint, manage and supervise personnel.

- Work closely with civic and community groups.
- Work closely with other departments within the city as well as outside agencies.
- Handle citizen complaints.
- Develop and monitor annual budget.

Police Lieutenant, City of Chowchilla Police Department

12/23/2012 – 12/10/2014

- Responsible for administration and supervision of division level activities.
- Provide leadership and professional assistance in developing and implementing policies, procedure, and plans.
- Manage, supervise and evaluate the Sergeants and Dispatch / Records Supervisor.
- Develop and monitor annual budget.
- Recruit, interview and hire new personnel.
- Work closely with outside agencies, civic and community groups.
- Performed the roles and responsibilities of the Chief of Police in the Chief's absence.

Police Sergeant, City of Chowchilla Police Department

10/15/2006 – 12/23/1012
03/11/2000 – 02/04/2002

- Supervise the training and development of subordinate police officers and other assigned staff.
- Maintain and ensure department rules and policies are followed.
- Maintain a variety of reports and records.
- Provide interpretation of department policies and procedures.
- Train newly hired employees.
- Assigned as the Chief of Police in the absence of the Chief.
- Assigned as Interim Lieutenant for approximately two years during the Chief of Police's assignment as the Interim City Administrator.

Police Officer, City of Chowchilla Police Department

04/25/2005 – 10/15/2006
04/06/1993 – 03/01/2000

- Patrol an assigned area of the city.
- Investigate crimes.
- Enforce laws, and city ordinances.
- Preserve peace and maintain order.
- Prepare written reports for various outside agencies.
- Arrest law violators.
- Train newly hired officers and conduct training for the department.

- Assigned to the Madera Gang Unit
- Detective
- School Resource Officer

Police Officer, City of Merced Police Department 02/04/2002 – 04/25/2005

- Patrol an assigned area of the city.
- Investigate crimes.
- Enforce laws, and city ordinances.
- Preserve peace and maintain order.
- Prepare written reports for various outside agencies.
- Arrest law violators.
- GREAT instructor.
- Explorer advisor.
- Crime Scene Investigator.
- Hostage negotiator.

Correctional Officer, Madera County Department of Corrections 01/01/1993 – 09/17/1996

- Maintain order in a county correctional facility.
- Investigate crimes that occur within the facility.
- Train new officers.
- Transport inmates to court, prison and appointments.
- Write reports and evaluations for officers during their training period.

EDUCATION:

- Bachelor of Arts Degree, Organizational Management - Graduated Magna Cum Laude.
- P.O.S.T. Management Certificate
- P.O.S.T. Supervisor Certificate
- P.O.S.T. Advanced Certificate
- P.O.S.T. Intermediate Certificate
- Various law enforcement related training.
- P.O.S.T. Basic Certificate
- P.O.S.T. Reserve Officer Certificate
- Various Military training including leadership and supervision.

Certificates available upon request.

MEMBERSHIPS:

- California Police Chiefs Association
- California Peace Officers Association
- Fresno Madera Counties Police Chief's Association
- Salute Veterans National Honor Society
- Golden Keys International Honor Society
- Alpha Sigma Lambda Honor Society

**EMPLOYMENT AGREEMENT BETWEEN
THE CITY OF CHOWCHILLA AND DAVE RIVIERE
FOR POLICE CHIEF SERVICES**

THIS AGREEMENT for Police Chief services is entered into by and between the City of Chowchilla, a municipal corporation in the State of California (hereinafter referred to as “City”) and Dave Riviere (“Police Chief”) as of September 8, 2015, (the “Effective Date”).

WHEREAS, the City of Chowchilla City Council desires to appoint and employ Dave Riviere (hereinafter referred to as “Police Chief”) as Police Chief for the City of Chowchilla; and

WHEREAS, Police Chief desires to accept the appointment as the Police Chief of the City; and

WHEREAS, it is the desire of the City and the Police Chief to set forth certain compensation, benefits, establish certain conditions of employment, and to set certain working conditions on the Police Chief in this Agreement.

NOW, THEREFORE, the above named parties hereby mutually agree and promise as follows:

Section 1. SERVICES. Subject to the terms and conditions set forth in this Agreement, Police Chief shall perform the following duties:

- 1.1 Police Chief shall perform the duties and responsibilities established for the Chief of Police as set forth and enumerated in the laws of the State of California including, but not limited to Government Code Sections 38630 and 41601 *et seq.* and other applicable ordinances, resolutions policies and position descriptions as may be adopted by the City Council.
- 1.2 Police Chief shall perform such public safety duties as may be established by the City Administrator.
- 1.3 City may supplement or amend these duties relating to the performance by Police Chief provided such terms and conditions are not inconsistent with or conflict with the provisions of this Agreement, the Chowchilla Municipal Code, or any other law.
- 1.4 Police Chief knows and understands that in his position he will obtain or have access to confidential information, and agrees that he will not disclose such information to anyone, other than the City agents or authorized employees, unless otherwise directed by the City Administrator. Police Chief agrees that upon termination of this Agreement he will return all confidential and proprietary

information of the City to the City, and maintain the confidentiality of such information to the fullest extent permitted by law. This provision survives termination of the Police Chief from his employment with the City.

Section 2. OUTSIDE EMPLOYMENT

- 2.1 Police Chief shall not engage in any employment, consulting service, other enterprise or activity for compensation which is actually or potentially in conflict with, inimical to, or interferes with the performance of his duties and responsibilities described herein.

Section 3. COMPENSATION AND BENEFITS

- 3.1 City hereby agrees to pay Police Chief the following amounts during the term of this Agreement: (1) compensation of \$9,276.59 per month, to be prorated as necessary for partially worked months. This represents Police Chief appointment to Level “B” on the City’s compensation scale for this position; (2) a uniform allowance of \$750 annually; (3) expense reimbursements for business meals, and business travel required outside the County of Madera, not including travel to and from Police Chief’s home to the City, and (4) membership in the California Police Chiefs Association and California Peace Officers Association inclusive of a membership subscription to the Legal Services Program (LSP) (no deductible). Police Chief shall be paid on the same schedule as other employees, minus required withholdings. Police Chief is classified as an exempt employee under State law and no overtime is authorized by this Agreement and no compensation for overtime services will be paid to Police Chief. Police Chief waives any claims for additional compensation for any and all hours worked beyond the amount anticipated by this Agreement.
- 3.2 In addition to that required under state and local law, the City shall defend, hold harmless and indemnify Police Chief against any tort, professional liability claim or demand or other legal action arising out of an alleged act or omission occurring in the performance of Police Chief’s duties, except for those acts described in paragraph 3.3.
- 3.3 Police Chief shall to the fullest extent allowed by law, with respect to all services performed in connection with this Agreement, defend with counsel acceptable to the City, and indemnify and hold the City and its officials, officers, employees, agents, and volunteers harmless from and against any and all losses that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Police Chief (“Claims”). Police Chief will bear all losses, costs, damages, expense and liability of every kind, nature and description, including attorneys’ fees and costs, that arise out of, pertain to, or relate to such Claims, whether directly or indirectly (“Liability”). Such obligations to defend, hold harmless and indemnify the City shall not apply to the extent that such Liability is caused by

the sole negligence, active negligence, or willful misconduct of the City. In accordance with California Civil Code Section 1668, nothing in this Agreement shall be construed to exempt the City from its own fraud, willful injury to the person or property of another, or violation of law.

- 3.4 Except as stated in this Agreement, all other forms of compensation and/or benefits shall be governed by the terms of the Memorandum of Understanding Between the City of Chowchilla and the Chowchilla Mid-Management Confidential Association dated January 1, 2014 through December 31, 2015, and applicable State or local laws.

Section 4. Term of Services.

- 4.1 The term of this Agreement shall begin on September 8, 2015 and shall end on September 7, 2017, at which time it may be renewed by City Council for an additional two years, to end on September 7, 2019. The Agreement may otherwise be terminated pursuant to Section 5 or on a date mutually agreed upon in a writing signed by the parties.

Section 5. TERMINATION AND MODIFICATION

- 5.1 Police Chief expressly understands and agrees that Police Chief serves as an at-will employee of the City, and the City may cancel this Agreement at any time and without cause upon written notification to Police Chief.
- 5.2 Police Chief may cancel this Agreement upon 30 days written notice to City and shall include in such notice the reasons for cancellation.
- 5.3 In the event of termination, Police Chief shall be entitled to compensation for services performed to the effective date of termination. City, however, may condition payment of such compensation upon Police Chief delivering to City any or all documents, photographs, computer software, video and audio tapes, and other materials provided to Police Chief or prepared by or for Police Chief or the City in connection with this Agreement.
- 5.4 All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between City and Police Chief shall survive the termination of this Agreement.
- 5.5 If Police Chief materially breaches any of the terms of this Agreement, City's remedies shall include, but not be limited to the following:
- 5.5.1 Immediately terminate the Agreement;

- 5.5.2 Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Police Chief pursuant to this Agreement; and/or
- 5.5.3 Retain a different Police Chief to complete the work described in this Agreement.

Section 6. LEGAL REQUIREMENTS.

- 6.1 **Governing Law.** The laws of the State of California shall govern this Agreement.
- 6.2 **Compliance with Applicable Laws.** Police Chief and any subcontractors shall comply with all laws applicable to the performance of the work hereunder.
- 6.3 **Other Governmental Regulations.** To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Police Chief and any subcontractors shall comply with all applicable rules and regulations to which City is bound by the terms of such fiscal assistance program.
- 6.4 **Nondiscrimination and Equal Opportunity.** Police Chief shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Police Chief under this Agreement. Police Chief shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement.

Section 7 MISCELLANEOUS PROVISIONS.

- 7.1 **Venue.** In the event that either party brings any action against the other under this Agreement, the parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Madera in the United States District Court for the Eastern District of California.
- 7.2 **Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
- 7.3 **No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.

- 7.4 **Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the parties.
- 7.5 **Solicitation.** City Administrator agrees not to solicit business at any meeting, focus group, or interview related to this Agreement, either orally or through any written materials.
- 7.6 **Notices.**

Any written notice to Police Chief shall be sent to:

Dave Riviere
122 Trinity Avenue
Chowchilla, CA. 93610

Any written notice to City shall be sent to:

City of Chowchilla
Attn: Brian Haddix, City Administrator
130 S. Second Street
Chowchilla, CA 93610

With copy to:

David G. Ritchie
Cota Cole LLP
2261 Lava Ridge Court
Roseville, CA 95661
dritchier@cotalawfirm.com

- 7.7 **Integration.** This Agreement represents the entire and integrated agreement between City and Police Chief and supersedes all prior negotiations, representations, or agreements, either written or oral.
- 7.8 **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.
- 7.9 **Amendments.** The parties may amend this Agreement only by a writing signed by all the parties.
- 7.10 **Assignment and Subcontracting.** City and Police Chief recognize and agree that this Agreement contemplates personal performance by Police Chief and is based upon a determination of Police Chief's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to City

for entering into this Agreement was and is the professional reputation and competence of Police Chief. Police Chief may not assign this Agreement or any interest therein without the City's prior written approval. Police Chief shall not subcontract any portion of the performance contemplated and provided for herein without the City's prior written approval.

- 7.11 **Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between City and Police Chief shall survive the termination of this Agreement.
- 7.12 **Authorized Signature.** Each person and party signing this Agreement warrants that he/she has the authority to execute this Agreement on behalf of the principal and that the party will be bound by such signature.

The parties have executed this Agreement as of the Effective Date.

CITY

POLICE CHIEF

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

By: _____
John Chavez, Mayor

Dave Riviere