



AGENDA REGULAR MEETING

JOINT CHOWCHILLA CITY COUNCIL / ★ REDEVELOPMENT SUCCESSOR AGENCY

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

November 10, 2015

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

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

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

CALL TO ORDER

ROLL CALL:

Mayor/Chairman: John Chavez

Mayor Pro Tem/Vice Chair: Waseem Ahmed

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

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

PUBLIC ADDRESS – CLOSED SESSION

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

CLOSED SESSION – 6:00 PM

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

1. Conference with Real Property Negotiators, Gov. Code Section 54956.8

Property: Assessor's Parcel Number 002-250-053

Agency Negotiator: City Administrator

Negotiating Party: Robert Sullivan

Under Negotiation: Price & Terms of Payment

2. Conference with Real Property Negotiators, Gov. Code Section 54956.8

Property: Rancho Calera Specific Plan

Agency Negotiator: City Administrator

Negotiating Party: Pembroke Development

Under Negotiation: Price & Terms of Payment

**3. Conference with Legal Counsel - Anticipated Litigation
Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of
Section 54956.9**

Number of potential cases: 1

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

WORKSHOPS

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

2.3 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 October 27, 2015 City Council Meeting Minutes (McClendon)

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

3.3 Acceptance of Monthly Financial Reports (Pruett)**3.4 Council Resolution # -15, Authorizing Retraction of an Erroneous Invoice Billed to Mr. Stan Donahue (Locke)****PUBLIC HEARINGS – Section 4****4.1 Council Resolution # -15, Approving the Amendment of the 2015-2016 Master Fee Schedule to Increase the Amount of the Fire Hydrant Meter Deposit (Pruett)****DEFERRED BUSINESS – Section 5****5.1 Council Resolution # -15, Authorizing the City Administrator to Execute an Agreement with a Consultant to Evaluate and Identify Potential Impacts and Mitigation Strategies with the Proposed SR 152 (North) to Road 19, SR 152 (North) to Road 13 and Avenue 21 to Road 13 Alignments of the High Speed Rail Project (Haddix)****NEW BUSINESS – Section 6****6.1 Council Resolution # -15, Authorizing the City Administrator to Execute a Contract for On-Call Engineering Services (Locke)****6.2 Council Resolution # -15, Approving the Appointment of Arthur J. Gallagher & Co. as Employee Benefits Broker of Record and Authorizing the City Administrator to Execute all related documents (Pruett)****6.3 Consideration of a Financial Support Request by the Chowchilla-Madera County Fair (Pruett)****6.4 (a) Council Resolution # -15, Approving a Revised Form of Settlement of Case, and Authorizing the City Administrator to Execute the Revised Settlement Agreement with Greenhills Holdings, and Take all Such Further Actions Required to Implement the Long Range Property Management Plan****★ (b) Successor Agency Resolution # -15, Approving a Revised Form of Settlement of Case, and Authorizing the City Administrator to Execute the Revised Settlement Agreement with Greenhills Holdings, and Take all Such Further Actions Required to Implement the Long Range Property Management Plan****6.5 Council Resolution # -15, Approving the Appointment of the Finance Director as the Public Agency Retirement System (PARS) Plan Administrator (Pruett)****6.6 (a) Council Resolution # -15, Approving the Amendment to the Loan Repayment Agreement between the City of Chowchilla and the City of Chowchilla Successor Agency for Advanced Funding from the General Fund to the Successor Agency to meet Debt Obligations due to Redevelopment Property Tax Trust Fund Shortfall (Pruett)****★ (b) Successor Agency Resolution # -15, Approving the Amendment to the Loan Repayment Agreement between the City of Chowchilla and the City of Chowchilla Successor Agency for Advanced Funding from the General Fund to the Successor Agency to meet Debt Obligations due to Redevelopment Property Tax Trust Fund Shortfall (Pruett)**

ANNOUNCEMENTS – Section 7

Nov 11 Veterans Day, City Offices Closed
Nov 11 Veterans Day Ceremony, Veterans Park, 11 am
Nov 13 City Offices Closed
Nov. 15 Auto Racing, Chowchilla Fairgrounds, 1 pm
Nov 18 Planning Commission Meeting –City Hall 7:00 pm
Nov 21 Chowchilla Lioness Lions Club Harvest Dinner, Chowchilla Fairgrounds, 6:00 pm
Nov 25 City Offices Closed
Nov 26-27 Thanksgiving Holiday, City Offices Closed
Dec. 5 Tenaya Guild Dinner, Chowchilla Fairgrounds, 6 pm
Dec. 6 Picker's Auction, Chowchilla Fairgrounds, 9 am
Dec 8 City Council Meeting, City Hall, 7:00 pm

ADJOURNMENT

I, Joann McClendon, CMC, Interim City Clerk, do hereby declare under penalty of perjury that the foregoing agenda was posted at the Chowchilla City Hall, 130 S Second Street, Chowchilla, CA and made available for public review on this 7th day of November 2015 at or before 5:00 p.m.

Joann McClendon, CMC
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

October 27, 2015

CALL TO ORDER

ROLL CALL:

Mayor/Chairman: John Chavez

Mayor Pro Tem/Vice Chair: Waseem Ahmed

Council/Board Member: Mary Gaumnitz

Absent: Council/Board Members Dennis Haworth and Richard Walker

City Staff and Contract Employees Present: City Administrator Brian Haddix, City Attorney David Ritchie, Police Chief Dave Riviere, Finance Director Rod Pruett, City Engineer/Public Works Director Craig Locke, Community Relations Manager Marty Piepenbrok, Interim City Clerk Joann McClendon.

PUBLIC ADDRESS – CLOSED SESSION

None.

CLOSED SESSION – 6:08 PM

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

OPEN SESSION – 7:00 PM

PLEDGE OF ALLEGIANCE: Council Member Gaumnitz

INVOCATION: Alfred Hansen

CLOSED SESSION REPORT: No reportable action.

CEREMONIAL / PRESENTATIONS – Section 1

- 1.1 **Proclamation – Veteran’s Day**

WORKSHOPS

PUBLIC ADDRESS

None.

COUNCIL AND STAFF REPORTS – Section 2**2.1 COUNCIL REPORTS**

Legislative Items
Oral / Written Reports

No reports.

2.3 STAFF REPORTS

Written/Oral Reports

City Administrator Haddix presented the new development sign for incoming business Dollar Tree. Groundbreaking ceremony scheduled for Wednesday October 28 at 1pm. Mr. Haddix also reported on the collaboration between the Madera County Economic Development Commission and city staff in hopes to help save Brake Parts jobs resulting in a decrease in the number of layoffs.

Additionally, Mr. Haddix reported on the following: website update; Soroptomist salad bar; meeting with Public Works staff; Coffee with the City Administrator.

Community Relations Manager Piepenbrok announced Interim City Clerk McClendon's recent achievement of obtaining her Certified Municipal Clerk designation and presented her with an updated name plate. He then reminded council of the Veteran's Day Ceremony/flag pole dedication, 11am at Veterans Memorial Park.

Police Chief Riviere invited the council to tour the men's prison and (separately) to a Department Family Barbeque on November 21 in the afternoon. A group from the Department will be participating in a boot camp style workout for an 8-week challenge.

- Goals Update:

Community Relations Manager presented. There were no comments.

CONSENT CALENDAR – Section 3**3.1 Approval of the October 13, 2015 City Council Meeting Minutes (McClendon)****3.2 Acceptance of the Monthly Financial Reports of September 2015 (Pruett)**

Motion by Council Member Gaumnitz, Seconded by Mayor Pro Tem Ahmed to Approve the Consent Calendar as Presented. Motion passed unanimously by roll call vote with Council Members Haworth and Walker absent.

PUBLIC HEARINGS – Section 4**DEFERRED BUSINESS – Section 5****NEW BUSINESS – Section 6****6.1 Council Resolution # 82-15, Accepting a Personal Property Transfer Agreement with William and Russell Dill (Beaver Creek Farms, LLC) and a Hangar Lease Agreement**

to Standardize the Relationship Between the City Airport Tenants and the City (Locke)

Motion by Council Member Gaumnitz Seconded by Mayor Pro Tem Ahmed to Approve Council Resolution # 82-15, Accepting a Personal Property Transfer Agreement with William and Russell Dill (Beaver Creek Farms, LLC) and a Hangar Lease Agreement to Standardize the Relationship Between the City Airport Tenants and the City. Motion passed unanimously by roll call vote with Council Members Haworth and Walker absent.

6.2 Report on the Status of the City's Airport Advisory Committee and Request for Direction for its Future Involvement in Airport Improvement Planning (Locke)

Council gave direction to change the meeting time from 4:00 p.m. to 7:00 p.m.

6.3 Council Resolution # 83-15, Approving a Fixed Asset Inventory Policy (Pruett)

Motion by Council Member Gaumnitz, Seconded by Mayor Pro Tem Ahmed to Approve Council Resolution # 83-15, Approving a Fixed Asset Inventory Policy. Motion passed unanimously by roll call vote with Council Members Haworth and Walker absent.

6.4 Consideration of Proposed Chowchilla Little League RC Wisener Park Facilities Improvements (Piepenbrok)

Motion by Council Member Gaumnitz, Seconded by Mayor Pro Tem Ahmed to Approve the Proposed Chowchilla Little League Facility Improvements at RC Wisener Park. Motion passed unanimously by roll call vote with Council Members Haworth and Walker absent.

ANNOUNCEMENTS – Section 7

Oct 30	City Hall Closed
Nov 1	Daylight Savings Time Ends (turn clocks back 1 hour)
Nov 7	Senior Christmas Craft Fair – Chowchilla Senior Center, 8 AM–3 PM
Nov. 7-8	World Series Team Roping – Chowchilla Fairgrounds, All Day
Nov 10	City Council Meeting – City Hall, 7 PM

ADJOURNMENT

This meeting was adjourned in memory of Dorothy “Jeanie” Kirst.

Motion by Mayor Pro Tem Ahmed, Seconded by Council Member Gaumnitz to Adjourn the City of Chowchilla Regular Council Meeting of October 27, 2015 at 8:05 p.m. Motion passed unanimously by voice vote Council Members Haworth and Walker absent.

ATTEST:

APPROVED:

Joann McClendon, CMC
Interim City Clerk

Mayor John Chavez



REPORT TO THE CITY COUNCIL

Council Meeting of November 10, 2015

Agenda Section: Consent

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

Prepared By: Irene Fisher, Senior Accountant

Authorized By: Rod Pruett, Finance Director

Approved By: Brian Haddix, City Administrator

RECOMMENDATION

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

HISTORY / BACKGROUND

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

FINANCIAL ANALYSIS

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

ATTACHMENTS

Invoice listing & warrants

Report Criteria:
 Report type: Invoice detail

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice GL Account	Check Amount
10/15	10/06/2015	51100	12733	Brian Haddix	League of Cities Conference San Jose	100-1710-0000-307	1,038.69
Total 51100:							1,038.69
10/15	10/06/2015	51101	1966	Chamber of Commerce	revenue from map sales	701-0200-0000-042	22.50
Total 51101:							22.50
10/15	10/06/2015	51102	2136	Chowchilla Employees Assn.	Employee Contribution	702-0200-0000-040	50.00
Total 51102:							50.00
10/15	10/06/2015	51103	12408	Chowchilla Mid-Management	Employee Contributions	702-0200-0000-040	270.00
Total 51103:							270.00
10/15	10/06/2015	51104	2166	Chowchilla Office	Employee Contributions	702-0200-0000-040	175.00
Total 51104:							175.00
10/15	10/06/2015	51105	2171	Chowchilla Peace Officers	Employee Contribution	702-0200-0000-040	903.00
Total 51105:							903.00
10/15	10/06/2015	51106	12618	Craig Locke	JCI Information Lunch w/ Staff	205-7605-0000-305	76.00
Total 51106:							76.00
10/15	10/06/2015	51107	3836	Fitness Peak	Employee Contribution	702-0200-0000-040	122.50
Total 51107:							122.50
10/15	10/06/2015	51108	11469	Intellipay, Inc.	Credit Card Transactions Fees for September	205-1720-0000-302	60.25
Total 51108:							60.25

M = Manual Check, V = Void Check

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice GL Account	Check Amount
10/15	10/06/2015	51109	5216	Internal Revenue Service	2011 Tax Penalty	100-1720-0000-201	2,450.12
Total 51109:							2,450.12
10/15	10/06/2015	51110	7176	Myers Stevens & Toohey & Co In	PD Disability Insurance for October 2015	100-2805-0000-341	494.50
Total 51110:							494.50
10/15	10/06/2015	51111	11537	Toshiba Financial Services	Copier Lease 10/15/15-11/14/15	602-1715-0000-408	1,009.69
10/15	10/06/2015	51111	11537	Toshiba Financial Services	Copier Lease 10/15/15-11/14/15	602-1715-0000-408	588.01
Total 51111:							1,597.70
10/15	10/06/2015	51112	12044	U.S. Bank (PARS)	Employee Contributions	702-0200-0000-040	394.66
Total 51112:							394.66
10/15	10/06/2015	51113	10756	Verizon Wireless	Cell Phone Service 07/24-08/23	100-1610-0000-301	221.93
Total 51113:							221.93
10/15	10/06/2015	51114	11381	Zoom Imaging Solutions, Inc.	Copier Lease for Fire Department	602-1715-0000-301	30.71
Total 51114:							30.71
10/15	10/06/2015	51115	12774	Archer & Hound Advertising	Economic Development Brochures	100-4905-0000-336	1,624.72
Total 51115:							1,624.72
10/15	10/07/2015	51116	6626	Joann McClendon	Vacation Cash Out	702-0200-0000-043	542.40
Total 51116:							542.40
10/15	10/13/2015	51117	421	AmeriPride	Supplies for the Garage	601-3615-0000-315	50.14
10/15	10/13/2015	51117	421	AmeriPride	Supplies for Public Works	305-3620-0000-315	115.46
10/15	10/13/2015	51117	421	AmeriPride	Supplies for the WWTP	215-5705-0000-315	15.89
10/15	10/13/2015	51117	421	AmeriPride	Mats for Civic Center	100-1705-0000-315	53.37
10/15	10/13/2015	51117	421	AmeriPride	Supplies for the Senior center	100-6615-0000-315	31.54
10/15	10/13/2015	51117	421	AmeriPride	Uniform Credit/ Water Dept	205-7605-0000-301	10.00-

M = Manual Check, V = Void Check

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice GL Account	Check Amount
Total 51117:							256.40
10/15	10/13/2015	51118	446	Anderson Pump Co	Check & repair Well #10	205-7605-0000-317	95.00
10/15	10/13/2015	51118	446	Anderson Pump Co	Supplies for the WWTP	215-5705-0000-317	66.61
Total 51118:							161.61
10/15	10/13/2015	51119	12493	Baker Supplies and Repairs	Equipment repairs/ Streets Dept	305-3620-0000-301	73.94
10/15	10/13/2015	51119	12493	Baker Supplies and Repairs	Chainsaw repairs/ streets Dept	305-3620-0000-301	73.94
10/15	10/13/2015	51119	12493	Baker Supplies and Repairs	Repair kits for Parks Equipment	100-6620-0000-301	110.40
10/15	10/13/2015	51119	12493	Baker Supplies and Repairs	Blower repairs/ Parks dept	100-6620-0000-301	85.40
10/15	10/13/2015	51119	12493	Baker Supplies and Repairs	Weed Eater repairs/ Parks dept	100-6620-0000-301	83.64
10/15	10/13/2015	51119	12493	Baker Supplies and Repairs	Supplies for the Streets Dept	305-3620-0000-301	46.43
10/15	10/13/2015	51119	12493	Baker Supplies and Repairs	Repairs to Hedge Trimmer	100-6620-0000-301	77.39
10/15	10/13/2015	51119	12493	Baker Supplies and Repairs	Parts for Unit #17 & #18	100-6620-0000-301	67.85
Total 51119:							618.99
10/15	10/13/2015	51120	12778	Barajas, Jessica	credit refund for 660 S Third St	205-7605-0000-876	63.25
Total 51120:							63.25
10/15	10/13/2015	51121	1076	Blacks Irrigation Systems	Irrigation repair Supplies/ Parks dept	100-6620-0000-317	45.74
Total 51121:							45.74
10/15	10/13/2015	51122	12782	Breshears, Arlene	deposit refund for 460 N Ninth	205-0200-0000-043	96.08
Total 51122:							96.08
10/15	10/13/2015	51123	1281	BSK Associates	Open PO for Weekly Water test for the Water Dept	205-7605-0000-350	288.00
10/15	10/13/2015	51123	1281	BSK Associates	Open PO for Weekly Water test for the Water Dept	205-7605-0000-350	225.00
10/15	10/13/2015	51123	1281	BSK Associates	Open PO for Weekly Water test for the WWTP	215-5705-0000-350	65.00
10/15	10/13/2015	51123	1281	BSK Associates	Open PO for Weekly Water test for the WWTP	215-5705-0000-350	81.25
Total 51123:							659.25
10/15	10/13/2015	51124	1511	California Consulting LLC	Grant Writing Services 10/1/15-10/31/15	305-3620-0000-336	2,500.00

M = Manual Check, V = Void Check

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice GL Account	Check Amount
Total 51124:							2,500.00
10/15	10/13/2015	51125	1856	CDW Government, Inc.	Renewal- Unitrends Archive support	602-1715-0000-302	460.00
10/15	10/13/2015	51125	1856	CDW Government, Inc.	Licenses- Sharepoint and Lync for testing	602-1715-0000-302	103.85
Total 51125:							563.85
10/15	10/13/2015	51126	2046	Chem Quip	Open PO/ Water Dept/Chemicals (Chlorine)	205-7605-0000-346	678.24
10/15	10/13/2015	51126	2046	Chem Quip	Open PO/ Water Dept/Chemicals (Chlorine)	205-7605-0000-346	378.00
10/15	10/13/2015	51126	2046	Chem Quip	Open PO/ Water Dept/Chemicals (Chlorine)	205-7605-0000-346	1,536.43
Total 51126:							1,836.67
10/15	10/13/2015	51127	2131	Chowchilla Dolt Best	Supplies for the parks dept	100-6620-0000-317	19.05
10/15	10/13/2015	51127	2131	Chowchilla Dolt Best	Graffiti Abatement Supplies	100-6620-0000-317	12.68
10/15	10/13/2015	51127	2131	Chowchilla Dolt Best	VMP Restrooms Supplies	100-6620-0000-315	.46
10/15	10/13/2015	51127	2131	Chowchilla Dolt Best	Restroom repair parts/Parks dept	100-6620-0000-315	9.80
10/15	10/13/2015	51127	2131	Chowchilla Dolt Best	Supplies for the Water Dept	205-7605-0000-317	57.50
10/15	10/13/2015	51127	2131	Chowchilla Dolt Best	Supplies for the Parks Dept	100-6620-0000-315	17.06
Total 51127:							116.55
10/15	10/13/2015	51128	12618	Craig Locke	Reimbursement of membership fees	205-7605-0000-307	255.00
Total 51128:							255.00
10/15	10/13/2015	51129	12643	David Leonard Associates	Rancho Calera Specific Plan Amendment Review	701-0200-0000-042	75.00
Total 51129:							75.00
10/15	10/13/2015	51130	12781	Discount 4 U	deposit refund for 527-529 Robertson	205-0200-0000-043	90.62
Total 51130:							90.62
10/15	10/13/2015	51131	12777	Dykstra, Stacy and Bryan	deposit refund for 12320 Poppy Hills Ave	205-0200-0000-043	23.57
Total 51131:							23.57

M = Manual Check, V = Void Check

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice GL Account	Check Amount
10/15	10/14/2015	51132	3576	Eric Haupt Construction	Bonnie Alisea - 1209 Colusa Payment #5	701-0200-0000-042	.00 V
Total 51132:							.00
10/15	10/13/2015	51133	3711	Farmers Hardware	Supplies for the parks dept	100-6620-0000-315	.53
10/15	10/13/2015	51133	3711	Farmers Hardware	Supplies for the water dept	205-7605-0000-317	5.39
Total 51133:							5.92
10/15	10/13/2015	51134	12212	Fastenal Company	Supplies for the WWTP	215-5705-0000-317	43.20
Total 51134:							43.20
10/15	10/13/2015	51135	3736	Ferguson Enterprises, Inc.	Irrigation Supplies for the Parks Dept	100-6620-0000-317	214.60
Total 51135:							214.60
10/15	10/13/2015	51136	4616	Grover Landscape Services Inc.	Monthly Landscape for September 2015	100-6620-0000-336	2,535.00
Total 51136:							2,535.00
10/15	10/13/2015	51137	12780	Hasegawa, Katie and Akira	deposit refund for 2810 Amalfi	205-0200-0000-043	57.77
Total 51137:							57.77
10/15	10/13/2015	51138	12537	Hertz Equipment Rental	Water Truck rental for the clean-up event	210-5605-0000-329	1,525.97
Total 51138:							1,525.97
10/15	10/13/2015	51139	12225	Home Depot Credit Services	Supplies for the Water Dept	100-6620-0000-315	312.16
Total 51139:							312.16
10/15	10/13/2015	51140	5246	Interstate Battery	battery for Fire Dept Vehicle	100-2705-0000-320	90.67
Total 51140:							90.67
10/15	10/13/2015	51141	5631	Kelly Moore Paint Company	Graffiti Abatement supplies/Streets	305-3620-0000-329	136.71

M = Manual Check, V = Void Check

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice GL Account	Check Amount
Total 51141:							136.71
10/15	10/13/2015	51142	6641	McCombs, Claude & Rose	Rent for September 2015-June 2016	601-3615-0000-315	13,500.00
Total 51142:							13,500.00
10/15	10/13/2015	51143	12166	Merced Transportation	CATX/CATLinX monthly service Sept 2015	325-3705-0000-336	16,276.58
Total 51143:							16,276.58
10/15	10/13/2015	51144	11541	Meyers Nave	Legal Fees for Chowchilla VS Madera County	100-1615-0000-335	4,346.50
Total 51144:							4,346.50
10/15	10/13/2015	51145	12282	Mid Valley Disposal Inc.	Disposal Services for City Bins	210-5605-0000-350	.00 V
10/15	10/13/2015	51145	12282	Mid Valley Disposal Inc.	Disposal Services for Sept 2015	210-5605-0000-352	.00 V
Total 51145:							.00
10/15	10/13/2015	51146	6966	Mobile Communications Inc.	Monthly Repeater Rental	325-3705-0000-301	84.00
Total 51146:							84.00
10/15	10/13/2015	51147	7116	Moy, Ellen	Planning and funding services May-June 2015	325-3705-0000-336	5,624.00
10/15	10/13/2015	51147	7116	Moy, Ellen	Planning and funding services July-Aug 2015	325-3705-0000-336	930.00
Total 51147:							6,554.00
10/15	10/13/2015	51148	7281	NBS Government Finance	Quarterly Administration fees 07/01/15-09/30/15 CFD 2006-1	800-8850-0000-336	1,185.55
Total 51148:							1,185.55
10/15	10/13/2015	51149	12214	NR Cleaning Services	Janitorial Services/ Public Restrooms	100-6620-0000-315	510.00
Total 51149:							510.00
10/15	10/13/2015	51150	12291	NVB Equipment Inc.	Transit A/C Repair	325-3705-0000-301	396.90

M = Manual Check, V = Void Check

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice GL Account	Check Amount
Total 51150:							396.90
10/15	10/13/2015	51151	11956	Occupational Health Centers of	employment physical	100-2610-0000-306	203.00
Total 51151:							203.00
10/15	10/13/2015	51152	12429	O'Dell Engineering	Berenda Reservoir Project	565-6645-0000-500	1,700.00
Total 51152:							1,700.00
10/15	10/13/2015	51153	7516	Office Depot	supplies for Admin	100-1710-0000-300	155.15
10/15	10/13/2015	51153	7516	Office Depot	Supplies for CATX	325-3705-0000-300	84.11
10/15	10/13/2015	51153	7516	Office Depot	supplies for Admin	100-1710-0000-300	70.03
10/15	10/13/2015	51153	7516	Office Depot	Office supplies/ Public Works	205-7605-0000-300	140.96
Total 51153:							450.25
10/15	10/13/2015	51154	7966	Platt Electrical Supply	Park Ballfield lights	100-6620-0000-315	360.94
Total 51154:							360.94
10/15	10/13/2015	51155	12752	PR Diamond Products Inc.	Cutting blade for the Water Dept	205-7605-0000-320	234.00
Total 51155:							234.00
10/15	10/13/2015	51156	11482	Price Paige & Company	2014/2015 Audit	956-9950-0000-302	4,800.00
Total 51156:							4,800.00
10/15	10/13/2015	51157	11612	ProClean Supply	Janitorial Supplies/ City Facilities	100-1705-0000-315	312.98
10/15	10/13/2015	51157	11612	ProClean Supply	janitorial supplies for Fire Dept	100-2705-0000-315	170.07
Total 51157:							483.05
10/15	10/13/2015	51158	8366	Regents of University of Calif	Municipal Law handbook 2015	100-1610-0000-300	378.85
Total 51158:							378.85

M = Manual Check, V = Void Check

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice GL Account	Check Amount
10/15	10/13/2015	51159	8796	S & W Auto Parts Inc.	supplies for Bus# 22	325-3705-0000-320	10.25
10/15	10/13/2015	51159	8796	S & W Auto Parts Inc.	Parts for Unit #20	325-3705-0000-320	15.41
10/15	10/13/2015	51159	8796	S & W Auto Parts Inc.	supplies for garage	601-3615-0000-321	15.96
10/15	10/13/2015	51159	8796	S & W Auto Parts Inc.	supplies for Engine 6	100-2705-0000-320	17.27
10/15	10/13/2015	51159	8796	S & W Auto Parts Inc.	Parts for Unit #350	100-4805-0000-320	117.72
10/15	10/13/2015	51159	8796	S & W Auto Parts Inc.	Supplies for the WWTP	215-5705-0000-317	83.00
10/15	10/13/2015	51159	8796	S & W Auto Parts Inc.	Supplies for the Corp Yard	205-7605-0000-317	18.49
Total 51159:							278.10
10/15	10/13/2015	51160	12017	SDRMA	Health Insurance for November 2015	702-0100-0000-023	38,630.46
Total 51160:							38,630.46
10/15	10/13/2015	51161	11832	Smith, Samantha	deposit refund for 420 S Third St	205-0200-0000-043	10.46
Total 51161:							10.46
10/15	10/13/2015	51162	9376	Sparkletts	Supplies for the WWTP	215-5705-0000-315	29.37
Total 51162:							29.37
10/15	10/13/2015	51163	9751	SWRCB/WDR Fees	Fees for the Water System	205-7605-0000-317	76.50
Total 51163:							76.50
10/15	10/13/2015	51164	10116	Tesei Petroleum Inc.	Fuel for the Corp Yard	205-7605-0000-320	630.50
Total 51164:							630.50
10/15	10/13/2015	51165	10131	TF Tire & Service	Tires for Unit 350	100-4805-0000-320	300.76
Total 51165:							300.76
10/15	10/13/2015	51166	10356	TransUnion LLC	Basic Service Charge	420-4810-0000-336	66.00
10/15	10/13/2015	51166	10356	TransUnion LLC	Basic Service Charge	420-4810-0000-336	66.00
Total 51166:							132.00

M = Manual Check, V = Void Check

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice GL Account	Check Amount
10/15	10/13/2015	51167	10571	US BANK (I.M.P.A.C. CAL-CARD)	Postage for Plans	100-4805-0000-300	17.90
10/15	10/13/2015	51167	10571	US BANK (I.M.P.A.C. CAL-CARD)	Fan for Well #5A	205-7605-0000-317	365.25
10/15	10/13/2015	51167	10571	US BANK (I.M.P.A.C. CAL-CARD)	Cal Card Expenses for Aug/Sep 2015	325-3705-0000-305	962.08
10/15	10/13/2015	51167	10571	US BANK (I.M.P.A.C. CAL-CARD)	Cal Card Expenses for September 2015	100-1720-0000-305	1,956.93
10/15	10/13/2015	51167	10571	US BANK (I.M.P.A.C. CAL-CARD)	Cal Card Expenses for September 2015	100-2610-0000-307	1,026.85
10/15	10/13/2015	51167	10571	US BANK (I.M.P.A.C. CAL-CARD)	Concrete Tools/ Streets Dept	305-3620-0000-320	203.17
10/15	10/13/2015	51167	10571	US BANK (I.M.P.A.C. CAL-CARD)	Cal Card Expenses for August 2015	100-2610-0000-312	700.69
Total 51167:							5,232.87
10/15	10/13/2015	51168	12325	US Bank National Association	2005 Lease Revenue Bonds	100-1705-0000-336	1,680.00
Total 51168:							1,680.00
10/15	10/13/2015	51169	10756	Verizon Wireless	phones Aug 10-sep 09	100-2705-0000-310	934.50
10/15	10/13/2015	51169	10756	Verizon Wireless	Cell Phones 8/10-9/09/15	100-4805-0000-310	295.24
Total 51169:							1,229.74
10/15	10/13/2015	51170	12757	West Valley Construction	Chowchilla Water Meter Project Phase 1	207-7705-0000-500	171,143.96
10/15	10/13/2015	51170	12757	West Valley Construction	Water Meter Project-Phase one	207-7705-0000-500	16,100.12
Total 51170:							187,244.08
10/15	10/13/2015	51171	12775	Zapata, Roberto	deposit refund for 132 Pistachio	205-0200-0000-043	51.23
Total 51171:							51.23
10/15	10/13/2015	51172	12282	Mid Valley Disposal Inc.	Disposal Services for City Bins	210-5605-0000-350	645.96
10/15	10/13/2015	51172	12282	Mid Valley Disposal Inc.	Disposal Services for Sept 2015	210-5605-0000-350	48,999.67
Total 51172:							49,645.63
10/15	10/14/2015	51173	2136	Chowchilla Employees Assn.	Employee Contribution	702-0200-0000-040	50.00
Total 51173:							50.00
10/15	10/14/2015	51174	12408	Chowchilla Mid-Management	Employee Contributions	702-0200-0000-040	270.00

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GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice GL Account	Check Amount
Total 51174:							270.00
10/15	10/14/2015	51175	2166	Chowchilla Office	Employee Contributions	702-0200-0000-040	175.00
Total 51175:							175.00
10/15	10/14/2015	51176	2171	Chowchilla Peace Officers	Employee Contribution	702-0200-0000-040	903.00
Total 51176:							903.00
10/15	10/14/2015	51177	3576	Eric Haupt Construction	Bonnie Alisea - 1209 Colusa Payment #5	701-0200-0000-042	12,265.00
10/15	10/14/2015	51177	3576	Eric Haupt Construction	Bonnie Alisea - 1209 Colusa Payment #6	701-0200-0000-042	12,265.00
Total 51177:							24,530.00
10/15	10/14/2015	51178	12779	ETIC Engineering, Inc	Hydrant Delivery Fee	205-7605-0000-877	658.19
Total 51178:							658.19
10/15	10/14/2015	51179	3836	Fitness Peak	Employee Contribution	702-0200-0000-040	122.50
Total 51179:							122.50
10/15	10/14/2015	51180	10081	Richard John Telford	MiSAC Conference	602-1715-0000-305	323.55
Total 51180:							323.55
10/15	10/14/2015	51181	10116	Tesei Petroleum Inc.	Fuel for City for 9/21/15-9/30/15	325-3705-0000-320	2,462.26
10/15	10/14/2015	51181	10116	Tesei Petroleum Inc.	Fuel for City for 10/1/15-10/10/15	325-3705-0000-320	2,280.58
Total 51181:							4,742.84
10/15	10/14/2015	51182	12044	U.S. Bank (PARS)	Employee Contributions	702-0200-0000-040	184.38
Total 51182:							184.38
10/15	10/14/2015	51183	11622	Cota Cole LLP	Legal Fees for City VS Saul Ruvalcaba	100-1615-0000-335	147.81
10/15	10/14/2015	51183	11622	Cota Cole LLP	Legal Fees for September 2015 Retainer	100-1615-0000-335	8,366.59

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GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice GL Account	Check Amount
10/15	10/14/2015	51183	11622	Cota Cole LLP	Legal Fees for Special Council	100-1615-0000-335	190.00
10/15	10/14/2015	51183	11622	Cota Cole LLP	Legal Fees for Rancho Calera	100-1615-0000-335	1,349.00
10/15	10/14/2015	51183	11622	Cota Cole LLP	Legal Fees for Chowchilla VS CHWDC Inc.	100-1615-0000-335	86.00
10/15	10/14/2015	51183	11622	Cota Cole LLP	Legal Fees for Heffington Abatement	100-1615-0000-335	974.16
10/15	10/14/2015	51183	11622	Cota Cole LLP	Legal Fees for Collective Bargaining	100-1615-0000-335	855.00
10/15	10/14/2015	51183	11622	Cota Cole LLP	Legal Fees for Pitchess Motions	100-1615-0000-335	4,141.50
10/15	10/14/2015	51183	11622	Cota Cole LLP	Legal Fees for Code Enforcement	100-1615-0000-335	285.00
Total 51183:							16,395.06
10/15	10/29/2015	51184	41	Aanonson Sprinkler Co.	Supplies for the Parks dept	100-6620-0000-317	34.34
Total 51184:							34.34
10/15	10/29/2015	51185	196	AFLAC	Employee Contribution	702-0100-0000-023	352.15
Total 51185:							352.15
10/15	10/29/2015	51186	12181	American Fidelity	Section 125 for September 2015	702-0100-0000-023	1,495.82
10/15	10/29/2015	51186	12181	American Fidelity	Section 125 for October 2015	702-0100-0000-023	1,495.82
10/15	10/29/2015	51186	12181	American Fidelity	Insurance Premiums for September 2015	702-0100-0000-023	3,785.12
Total 51186:							6,776.76
10/15	10/29/2015	51187	421	AmeriPride	mats for PD	100-2610-0000-315	33.18
10/15	10/29/2015	51187	421	AmeriPride	mats for PD	100-2610-0000-315	33.18
10/15	10/29/2015	51187	421	AmeriPride	mats for PD	100-2610-0000-315	33.37
10/15	10/29/2015	51187	421	AmeriPride	supplies for shelter	100-2805-0000-315	66.25
10/15	10/29/2015	51187	421	AmeriPride	Mats for PD	100-2610-0000-315	33.37
10/15	10/29/2015	51187	421	AmeriPride	Supplies for the Garage	601-3615-0000-315	40.64
10/15	10/29/2015	51187	421	AmeriPride	Supplies for Public Works	305-3620-0000-315	101.96
10/15	10/29/2015	51187	421	AmeriPride	Supplies for the Garage	601-3615-0000-315	50.14
10/15	10/29/2015	51187	421	AmeriPride	Supplies for Public Works	305-3620-0000-315	117.46
10/15	10/29/2015	51187	421	AmeriPride	Supplies for the WWTP	215-5705-0000-315	15.89
10/15	10/29/2015	51187	421	AmeriPride	Supplies for the Senior center	100-6615-0000-315	34.04
10/15	10/29/2015	51187	421	AmeriPride	Supplies for the Garage	601-3615-0000-315	40.64
10/15	10/29/2015	51187	421	AmeriPride	Supplies for Public Works	305-3620-0000-315	81.96

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GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice GL Account	Check Amount
Total 51187:							682.08
10/15	10/29/2015	51188	646	AT & T	Telephone Service FY 15/16 - Open PO	602-1715-0000-310	1,516.01
Total 51188:							1,516.01
10/15	10/29/2015	51189	12447	Blue Line Rental	Concrete for Veteran's Park	100-6620-0000-315	143.36
10/15	10/29/2015	51189	12447	Blue Line Rental	Supplies for the VMP Flag Pole Proj	100-6620-0000-315	164.96
Total 51189:							308.32
10/15	10/29/2015	51190	12733	Brian Haddix	Ticket to Trinity Pregnancy Resourse Dinner	100-1710-0000-307	75.54
10/15	10/29/2015	51190	12733	Brian Haddix	Lunch w/Dennis Haworth re City Bus	100-1605-0000-307	16.72
10/15	10/29/2015	51190	12733	Brian Haddix	Postage for Mailing Binders to Sanger	100-1705-0000-300	7.50
10/15	10/29/2015	51190	12733	Brian Haddix	Mileage Home to Madera/Chowchilla to Attend Meeting	100-1710-0000-307	23.29
10/15	10/29/2015	51190	12733	Brian Haddix	Lunch w/Craig Locke to Discuss Bus	100-1710-0000-307	22.68
10/15	10/29/2015	51190	12733	Brian Haddix	Ticket for Chamber Dinner	100-1710-0000-307	81.58
Total 51190:							227.31
10/15	10/29/2015	51191	1281	BSK Associates	Open PO for Weekly Water test for the Water Dept	205-7605-0000-350	705.00
10/15	10/29/2015	51191	1281	BSK Associates	Open PO for Weekly Water test for the WWTP	215-5705-0000-350	65.00
10/15	10/29/2015	51191	1281	BSK Associates	Open PO for Weekly Water test for the WWTP	215-5705-0000-350	65.00
10/15	10/29/2015	51191	1281	BSK Associates	Open PO for Weekly Water test for the Water Dept	205-7605-0000-350	168.00
10/15	10/29/2015	51191	1281	BSK Associates	Open PO for Weekly Water test for the Water Dept	205-7605-0000-350	770.00
10/15	10/29/2015	51191	1281	BSK Associates	Open PO for Weekly Water test for the Water Dept	205-7605-0000-350	344.00
10/15	10/29/2015	51191	1281	BSK Associates	Open PO for Weekly Water test for the Water Dept	205-7605-0000-350	85.00
10/15	10/29/2015	51191	1281	BSK Associates	Open PO for Weekly Water test for the WWTP	215-5705-0000-350	130.00
10/15	10/29/2015	51191	1281	BSK Associates	Open PO for Weekly Water test for the Water Dept	205-7605-0000-350	520.00
Total 51191:							2,852.00
10/15	10/29/2015	51192	12787	California Forensic Institue	Pre-employment Psych Eval	100-2610-0000-306	400.00
Total 51192:							400.00
10/15	10/29/2015	51193	1641	Cal-State Tool	Smoke Test Unit #121	215-5705-0000-320	222.00

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GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice GL Account	Check Amount
Total 51193:							222.00
10/15	10/29/2015	51194	1646	CalTraffic Signs	Signs for the Ed Ray Park	100-6620-0000-315	129.53
Total 51194:							129.53
10/15	10/29/2015	51195	1776	Cascade Fire Equipment Co	Sales Tax	100-2705-0000-302	1,935.00
10/15	10/29/2015	51195	1776	Cascade Fire Equipment Co	Sales Tax	100-2705-0000-302	4,968.00
Total 51195:							6,903.00
10/15	10/29/2015	51196	1856	CDW Government, Inc.	IT scanner	602-1715-0000-302	291.81
10/15	10/29/2015	51196	1856	CDW Government, Inc.	4GB memory for PD computer	602-1715-0000-302	92.02
Total 51196:							383.83
10/15	10/29/2015	51197	1936	Central Valley Concrete	Concrete for VMP Park/ Flag Pole	100-6620-0000-315	440.64
Total 51197:							440.64
10/15	10/29/2015	51198	12430	Central Valley Investigative Services	background check	100-2610-0000-306	480.00
Total 51198:							480.00
10/15	10/29/2015	51199	12052	Central Valley Veterinary Clinic	Vet Services for Stray Animals	100-2805-0000-324	20.50
10/15	10/29/2015	51199	12052	Central Valley Veterinary Clinic	Vet Services for Stray Animals	100-2805-0000-324	210.00
10/15	10/29/2015	51199	12052	Central Valley Veterinary Clinic	Vet Services for Stray Animals	100-2805-0000-324	82.50
10/15	10/29/2015	51199	12052	Central Valley Veterinary Clinic	Vet Services for Stray Animals	100-2805-0000-324	115.76
10/15	10/29/2015	51199	12052	Central Valley Veterinary Clinic	Vet Services for Stray Animals	100-2805-0000-324	70.00
10/15	10/29/2015	51199	12052	Central Valley Veterinary Clinic	vet services for strays	100-2805-0000-324	97.00
10/15	10/29/2015	51199	12052	Central Valley Veterinary Clinic	vet services for strays	100-2805-0000-324	85.00
10/15	10/29/2015	51199	12052	Central Valley Veterinary Clinic	vet services for strays	100-2805-0000-324	35.80
10/15	10/29/2015	51199	12052	Central Valley Veterinary Clinic	vet services for strays	100-2805-0000-324	106.00
10/15	10/29/2015	51199	12052	Central Valley Veterinary Clinic	animal disposal	100-2805-0000-324	40.00
10/15	10/29/2015	51199	12052	Central Valley Veterinary Clinic	vet services for strays	100-2805-0000-324	145.00
10/15	10/29/2015	51199	12052	Central Valley Veterinary Clinic	vet services for strays	100-2805-0000-324	80.00

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GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice GL Account	Check Amount
Total 51199:							1,046.56
10/15	10/29/2015	51200	2096	Chowchilla Auto Body Work	Repairs PD unit 46	100-2610-0000-320	516.00
Total 51200:							516.00
10/15	10/29/2015	51201	2116	Chowchilla Chevron	PD Car Wash July- Sep 2015	100-2610-0000-320	35.00
Total 51201:							35.00
10/15	10/29/2015	51202	2131	Chowchilla Dolt Best	Supplies for the Water Dept	205-7605-0000-317	19.75
10/15	10/29/2015	51202	2131	Chowchilla Dolt Best	Supplies for the Water Dept	205-7605-0000-317	11.34
10/15	10/29/2015	51202	2131	Chowchilla Dolt Best	Supplies for the Water Dept	205-7605-0000-317	10.33
10/15	10/29/2015	51202	2131	Chowchilla Dolt Best	Irrigation repair supplies/ parks dept	100-6620-0000-317	28.60
10/15	10/29/2015	51202	2131	Chowchilla Dolt Best	Supplies for the water Dept	205-7605-0000-315	3.56
Total 51202:							73.58
10/15	10/29/2015	51203	12074	Comcast	cable for PD	100-2610-0000-315	4.88
Total 51203:							4.88
10/15	10/29/2015	51204	11622	Cota Cole LLP	Legal Fees for Chowchilla VS CHWDC Inc.	100-1615-0000-335	456.00
Total 51204:							456.00
10/15	10/29/2015	51205	2821	DATCO Services Coporation	2015 4th Qtr fee for professional services	325-3705-0000-306	84.00
Total 51205:							84.00
10/15	10/29/2015	51206	3031	Department of Justice/Acc	Fingerprinting for Aug 2015	100-2610-0000-891	87.00
10/15	10/29/2015	51206	3031	Department of Justice/Acc	Fingerprint for Sep 2015	100-2610-0000-891	112.00
Total 51206:							199.00
10/15	10/29/2015	51207	3036	Department of Justice/Acc B/A	Blood Alcohol Analysis for JUL 2015	100-2610-0000-350	140.00
10/15	10/29/2015	51207	3036	Department of Justice/Acc B/A	Blood Alcohol Analysis for Aug 2015	100-2610-0000-350	140.00
10/15	10/29/2015	51207	3036	Department of Justice/Acc B/A	Blood Alcohol Analysis for Sep 2015	100-2610-0000-350	105.00

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GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice GL Account	Check Amount
Total 51207:							385.00
10/15	10/29/2015	51208	3066	Department of Transportation	Signal & Lighting fee July 2015- Sept 2015	305-3620-0000-317	4,083.43
Total 51208:							4,083.43
10/15	10/29/2015	51209	3711	Farmers Hardware	Storm drain / weed abatement	220-3650-0000-316	129.04
10/15	10/29/2015	51209	3711	Farmers Hardware	Restroom repair supplies	100-6620-0000-315	14.03
10/15	10/29/2015	51209	3711	Farmers Hardware	Supplies for the Streets dept	305-3620-0000-301	33.70
10/15	10/29/2015	51209	3711	Farmers Hardware	Snall tools/ Water dept	205-7605-0000-320	12.95
10/15	10/29/2015	51209	3711	Farmers Hardware	Strom drain ditch/weed abatement	220-3650-0000-316	17.76
10/15	10/29/2015	51209	3711	Farmers Hardware	Washington Rd. storm drain /weed abatement	220-3650-0000-316	48.80
10/15	10/29/2015	51209	3711	Farmers Hardware	Tools for the water Dept	205-7605-0000-320	28.06
Total 51209:							284.34
10/15	10/29/2015	51210	12212	Fastenal Company	Supplies for the Parks Dept	100-6620-0000-317	12.96
Total 51210:							12.96
10/15	10/29/2015	51211	3736	Ferguson Enterprises, Inc.	Water line repair parts for the Water dept	205-7605-0000-317	710.65
10/15	10/29/2015	51211	3736	Ferguson Enterprises, Inc.	Water line repair parts for the Water dept	205-7605-0000-317	637.94
10/15	10/29/2015	51211	3736	Ferguson Enterprises, Inc.	Water box lids/ Water Dept	205-7605-0000-317	347.49
10/15	10/29/2015	51211	3736	Ferguson Enterprises, Inc.	Water line repair parts for the Water dept	205-7605-0000-317	540.93
10/15	10/29/2015	51211	3736	Ferguson Enterprises, Inc.	Repair parts/ Mens restroom Ed Ray Park	100-6620-0000-315	165.19
10/15	10/29/2015	51211	3736	Ferguson Enterprises, Inc.	Restroom repair supplies/ Parks Dept	100-6620-0000-315	117.65
10/15	10/29/2015	51211	3736	Ferguson Enterprises, Inc.	Tools for the Water dept	205-7605-0000-320	114.27
Total 51211:							2,634.12
10/15	10/29/2015	51212	3916	Forensic Nurse Specialist, Inc	Sexual Assault Exam	100-2610-0000-336	1,400.00
Total 51212:							1,400.00
10/15	10/29/2015	51213	3966	Franklin Pet Cemetery	Animal Disposal	100-2805-0000-324	127.50
Total 51213:							127.50

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GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice GL Account	Check Amount
10/15	10/29/2015	51214	12460	Fresno-Madera Area Agency on Aging	Site supplies	100-6615-0000-314	16.86
Total 51214:							16.86
10/15	10/29/2015	51215	11475	Goldfarb & Lipman LLP	Greenhills Holding Litgation	956-9950-0000-335	1,870.00
Total 51215:							1,870.00
10/15	10/29/2015	51216	4791	Hasco Tag Company	Animal License Tags	100-2805-0000-324	233.90
Total 51216:							233.90
10/15	10/29/2015	51217	5431	Jim's A/C	repairs to PD A/C	100-2610-0000-315	110.52
10/15	10/29/2015	51217	5431	Jim's A/C	Condensation pump- PD East room	100-2610-0000-315	230.00
Total 51217:							340.52
10/15	10/29/2015	51218	12179	Keenan Associates	Monthly Admin of Insurances for November 2015	602-1715-0000-204	1,200.00
Total 51218:							1,200.00
10/15	10/29/2015	51219	5861	Law and Associates	Internal Affairs Investigation	100-2610-0000-336	1,429.70
Total 51219:							1,429.70
10/15	10/29/2015	51220	11911	Lexipol LLC	DTB Subscription	100-2610-0000-336	1,333.33
Total 51220:							1,333.33
10/15	10/29/2015	51221	6191	Mace Pest Control	Monthly service at Ed Ray Park Center	100-6620-0000-315	80.00
Total 51221:							80.00
10/15	10/29/2015	51222	11944	Madera County Records Office	Recording Fee for Lien#2015022498	100-1600-0000-849	12.00
Total 51222:							12.00
10/15	10/29/2015	51223	6241	Madera County Tax Collector	Property Tax for APN#025-180-007 (Asset#2014-0873)	215-5705-0000-346	3,804.22
10/15	10/29/2015	51223	6241	Madera County Tax Collector	Property Tax for APN#1027-010-002 (Asset #2014-0876)	100-1705-0000-346	64.54

M = Manual Check, V = Void Check

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice GL Account	Check Amount
Total 51223:							3,868.76
10/15	10/29/2015	51224	11541	Meyers Nave	Legal Services for Chowchilla VS Madera County	100-1615-0000-335	25,504.26
10/15	10/29/2015	51224	11541	Meyers Nave	Legal Services Chowchilla VS Madera County	100-1615-0000-335	1,069.46
Total 51224:							26,573.72
10/15	10/29/2015	51225	12282	Mid Valley Disposal Inc.	Disposal Services for Corp Yard bins	210-5605-0000-350	273.73
Total 51225:							273.73
10/15	10/29/2015	51226	11417	Municipal Code Corporation	Annual Web hosting 10/1/15-9/30/16	100-1610-0000-300	650.00
Total 51226:							650.00
10/15	10/29/2015	51227	11445	MuniServices LLC	Sales Tax Reporting System for June 2015	100-1600-0000-801	3,949.00
Total 51227:							3,949.00
10/15	10/29/2015	51228	7176	Myers Stevens & Toohey & Co In	PD Disability Insurance for November 2015	100-2805-0000-341	494.50
Total 51228:							494.50
10/15	10/29/2015	51229	12214	NR Cleaning Services	Janitorial for Civic Center SEP 2015	100-1705-0000-315	1,030.00
Total 51229:							1,030.00
10/15	10/29/2015	51230	12429	O'Dell Engineering	Berendar Reservoir Project	565-6645-0000-500	1,931.25
Total 51230:							1,931.25
10/15	10/29/2015	51231	7671	Pacific Gas & Electric	Gas & Electric for October 2015	220-3650-0000-315	84,362.27
Total 51231:							84,362.27
10/15	10/29/2015	51232	11772	PARS	PARS Administration for August 2015	207-7705-0000-206	416.16

M = Manual Check, V = Void Check

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice GL Account	Check Amount
Total 51232:							416.16
10/15	10/29/2015	51233	7966	Platt Electrical Supply	Supplies for PD	100-2610-0000-315	77.70
10/15	10/29/2015	51233	7966	Platt Electrical Supply	Supplies for PD	100-2610-0000-315	188.85
10/15	10/29/2015	51233	7966	Platt Electrical Supply	Lights for VMP	100-6620-0000-315	518.58
10/15	10/29/2015	51233	7966	Platt Electrical Supply	Lights for PD	100-2610-0000-301	18.45
10/15	10/29/2015	51233	7966	Platt Electrical Supply	Light bulbs for the Senior Center	100-6615-0000-315	14.22
Total 51233:							817.80
10/15	10/29/2015	51234	8031	Principal Financial Group	Dental Insurance for November 2015	702-0100-0000-023	7,381.20
Total 51234:							7,381.20
10/15	10/29/2015	51235	8796	S & W Auto Parts Inc.	supplies for PD unit 55	100-2610-0000-320	115.59
10/15	10/29/2015	51235	8796	S & W Auto Parts Inc.	supplies for PD unit 45	100-2610-0000-320	99.08
10/15	10/29/2015	51235	8796	S & W Auto Parts Inc.	supplies for PD unit 45	100-2610-0000-320	5.71
10/15	10/29/2015	51235	8796	S & W Auto Parts Inc.	supplies for PD unit 45	100-2610-0000-320	13.93
Total 51235:							234.31
10/15	10/29/2015	51236	1136	Silva Ford Madera	supplies PD unit 43	100-2610-0000-320	25.19
10/15	10/29/2015	51236	1136	Silva Ford Madera	supplies PD unit 45	100-2610-0000-320	176.60
Total 51236:							201.79
10/15	10/29/2015	51237	9751	SWRCB/WDR Fees	Annual Water system fees 07/01/14 - 06/30/15	205-7605-0000-345	3,814.04
Total 51237:							3,814.04
10/15	10/29/2015	51238	12788	SWBG Investments LLC	per agreement City default seller return deposit	205-7605-0000-300	1,000.00
Total 51238:							1,000.00
10/15	10/29/2015	51239	10106	Terminal Air Brake Supply	Parts for Unit #37	100-2705-0000-320	126.75
Total 51239:							126.75

M = Manual Check, V = Void Check

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice GL Account	Check Amount
10/15	10/29/2015	51240	10116	Tesei Petroleum Inc.	Hose for the diesel fuel tank at the yard	305-3620-0000-320	49.67
10/15	10/29/2015	51240	10116	Tesei Petroleum Inc.	Propane for the Forklift	305-3620-0000-301	25.95
Total 51240:							75.62
10/15	10/29/2015	51241	10131	TF Tire & Service	Tire repair Unit #24	100-6620-0000-320	22.00
Total 51241:							22.00
10/15	10/29/2015	51242	10181	The Radar Shop	Radar Certification for PD	100-2610-0000-301	287.00
Total 51242:							287.00
10/15	10/29/2015	51243	10571	US BANK (I.M.P.A.C. CAL-CARD)	Animal Food For WARCO	100-2618-1202-324	46.43
10/15	10/29/2015	51243	10571	US BANK (I.M.P.A.C. CAL-CARD)	Car Wash for PD	100-2610-0000-320	9.71
10/15	10/29/2015	51243	10571	US BANK (I.M.P.A.C. CAL-CARD)	Postage for PD	100-2610-0000-300	52.88
10/15	10/29/2015	51243	10571	US BANK (I.M.P.A.C. CAL-CARD)	Parts for Unit #46	100-2610-0000-320	944.13
10/15	10/29/2015	51243	10571	US BANK (I.M.P.A.C. CAL-CARD)	Cal Card Expenses for Aug/Sep 2015	100-6620-0000-307	3,390.31
10/15	10/29/2015	51243	10571	US BANK (I.M.P.A.C. CAL-CARD)	Keys for PD	100-2610-0000-315	19.38
10/15	10/29/2015	51243	10571	US BANK (I.M.P.A.C. CAL-CARD)	Cal Card Expenses for Aug/Sep 2015	100-1605-0000-326	643.63
10/15	10/29/2015	51243	10571	US BANK (I.M.P.A.C. CAL-CARD)	Supplies for PD for Patrol Cars	100-2610-0000-504	568.28
10/15	10/29/2015	51243	10571	US BANK (I.M.P.A.C. CAL-CARD)	Funnel for Police Car Unit #45	100-2610-0000-320	23.96
10/15	10/29/2015	51243	10571	US BANK (I.M.P.A.C. CAL-CARD)	Nitrile Gloves for Police Dept	100-2610-0000-301	135.11
10/15	10/29/2015	51243	10571	US BANK (I.M.P.A.C. CAL-CARD)	Cal Card Expenses for IT	602-1715-0000-302	887.59
10/15	10/29/2015	51243	10571	US BANK (I.M.P.A.C. CAL-CARD)	Uniforms for Hickman & Myers	100-2705-0000-301	614.66
10/15	10/29/2015	51243	10571	US BANK (I.M.P.A.C. CAL-CARD)	Postage for IT	602-1715-0000-300	316.85
Total 51243:							7,652.92
10/15	10/29/2015	51244	10756	Verizon Wireless	Cellular Phones for 9/10/15-10/09/15	100-4805-0000-310	97.11
10/15	10/29/2015	51244	10756	Verizon Wireless	Cellular Phones for September 2015	601-3615-0000-310	79.12
10/15	10/29/2015	51244	10756	Verizon Wireless	Cellular Phones for Fiscal Year 2015/2016	100-4805-0000-310	48.22
10/15	10/29/2015	51244	10756	Verizon Wireless	Cellular Phones for 8/24-9/23/15	325-3705-0000-310	293.73
10/15	10/29/2015	51244	10756	Verizon Wireless	Cellular Phones for September 2015	330-3805-0000-310	202.48
10/15	10/29/2015	51244	10756	Verizon Wireless	Cellular Phones for 9/10/15-10/09/15	215-5705-0000-310	891.60
10/15	10/29/2015	51244	10756	Verizon Wireless	Cellular Phones 9/10-10/9/15	330-3805-0000-310	296.74
Total 51244:							1,909.00

M = Manual Check, V = Void Check

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice GL Account	Check Amount
10/15	10/29/2015	51245	12016	Vision Service Plan - (CA)	Vision Service for October 2015	702-0100-0000-023	773.58
10/15	10/29/2015	51245	12016	Vision Service Plan - (CA)	Vision Service for November 2015	702-0100-0000-023	773.58
Total 51245:							1,547.16
10/15	10/29/2015	51246	12327	Watch Guard Video	In car system for dash cam	100-2610-0000-504	5,421.60
Total 51246:							5,421.60
10/15	10/29/2015	51247	11031	West Coast Arborists Inc.	Emergency Tree removal at 500 Sonoma	305-3620-0000-316	1,400.00
Total 51247:							1,400.00
10/15	10/29/2015	51248	11381	Zoom Imaging Solutions, Inc.	Monthly Copier Usage	602-1715-0000-301	16.46
10/15	10/29/2015	51248	11381	Zoom Imaging Solutions, Inc.	Monthly Copier Usage	602-1715-0000-301	630.21
10/15	10/29/2015	51248	11381	Zoom Imaging Solutions, Inc.	Monthly Copier Usage	602-1715-0000-301	30.71
Total 51248:							677.38
Grand Totals:							603,033.71

Report Criteria:
 Report type: Invoice detail



REPORT TO THE CITY COUNCIL

Council Meeting of November 10, 2015

Agenda Section: Consent

SUBJECT: **Consideration of Monthly Financial Statements**

Prepared By: Rod Pruett, City Treasure/Finance Director

Approved By: Brian Haddix, City Administrator

RECOMMENDATION:

Approve the September 2015 Financial Statements shown in the attachment

HISTORY / BACKGROUND:

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

DISCUSSION:

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

The financial statements are being presented as an overview of the City's finances and are not meant to be a comprehensive in-depth review. As a reference to compare to the percentage columns in the report, the percentage of the year that has expired is 33% for October 2015.

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

FINANCIAL ANALYSIS:

October 2015

Revenues- Major revenues like property taxes and VLF come in semi-annual installments and we don't see the 1st installment until January or February and that is why the General Administration is only at 7%.

Police Sworn is at 17% because the CRO billings to the school district and high school are done semiannually and the 1st billing doesn't occur until the end of December 2015. Also for Police Sworn, we have grants such as AB 109 Realignment that are reimbursement grants and reimbursements are usually requested annually.

Special Investigations Unit is showing revenue which is from the COPS grant.

Expenses- As mentioned in last month's report, The City Property-Rents department is at 54% because we incurred roughly \$7,000 of expenses from PG&E for the corporate yard where we are renting space to Mid Valley. Mid Valley has reimbursed us which is why the revenue in this department is at 38% as well. Other than this 1 time expense that was reimbursed, the remaining expenses are on pace with budget.

General Services is at 37% because we paid our final balloon payment of \$204,000 for the Public Safety bond in September. This payment alone represented 32% of the annual expenditure for this department.

The Property Taxes department is a once a year fee that has already been incurred.

Insurance Holding is just a holding account and will be fully allocated at the end of each quarter.

ATTACHMENTS:

October 2015 Budget vs Actual and Balance Sheet

	Prior Budget	Prior Actual	Percent	Current Budget	Current Actual	Difference	Percent
GENERAL FUND							
GENERAL ADMINISTRATION							
Total Expenditure:	41,951.38	61,649.16	0%	43,831.00	1,288.75	42,542.25	3%
Total Revenue:	4,940,035.00	5,059,911.69	5%	5,298,899.00	369,732.05	4,929,166.95	7%
CITY COUNCIL							
Total Expenditure:	65,418.99	48,001.03	5%	75,402.00	14,911.90	60,490.10	20%
Total Revenue:	20,634.00	20,634.00	8%	20,160.00	10,080.00	10,080.00	50%
CITY CLERK							
Total Expenditure:	119,298.52	112,936.30	10%	103,924.00	11,258.15	92,665.85	11%
Total Revenue:	75,938.00	76,937.92	8%	42,288.00	21,144.00	21,144.00	50%
CITY ATTORNEY							
Total Expenditure:	212,000.00	870,650.17	27%	400,000.00	89,830.56	310,169.44	22%
Total Revenue:	44,000.00	58,283.09	7%	35,000.00	30,806.66	4,193.34	88%
GENERAL SERVICES							
Total Expenditure:	647,748.26	477,917.30	1%	629,638.00	230,102.14	399,535.86	37%
Total Revenue:	74,481.00	74,481.00	8%	74,233.00	37,117.00	37,116.00	50%
ADMINISTRATIVE SERVICES							
Total Expenditure:	517,996.44	464,042.57	7%	476,629.00	169,439.46	307,189.54	36%
Total Revenue:	324,109.00	324,108.96	8%	128,088.00	64,044.00	64,044.00	50%
CITY PROPERTY - RENTS							
Total Expenditure:	9,293.21	9,307.75	4%	15,850.00	8,588.99	7,261.01	54%
Total Revenue:	92,480.00	84,511.68	1%	93,300.00	35,177.30	58,122.70	38%
FINANCE DEPARTMENT							
Total Expenditure:	592,593.57	591,126.71	9%	622,255.00	222,112.28	400,142.72	36%
Total Revenue:	418,308.00	418,051.08	8%	314,451.00	159,727.75	154,723.25	51%
PROPERTY TAXES							
Total Expenditure:	540.00	539.40	0%	550.00	539.40	10.60	98%
INSURANCE HOLDING							
Total Expenditure:	.00	21,623.00-	0%	.00	146,974.00	146,974.00-	0%
POLICE - SWORN							
Total Expenditure:	2,857,092.24	2,879,370.56	9%	2,867,397.00	1,000,634.89	1,866,762.11	35%
Total Revenue:	310,655.00	371,480.13	3%	398,605.00	66,743.05	331,861.95	17%
POLICE - NET							
Total Expenditure:	140,280.00	38.50	0%	109,250.00	8,039.58	101,210.42	7%
Total Revenue:	141,761.00	.00	0%	109,250.00	.00	109,250.00	0%
SPECIAL INVESTIGATIONS UNIT							
Total Expenditure:	86,443.00	58,593.09	10%	.00	.00	.00	0%
Total Revenue:	60,000.00	18,276.38	0%	.00	25,954.41	25,954.41-	0%
POLICE - K-9							
Total Expenditure:	4,750.00	4,324.36	19%	241,590.00	86,259.56	155,330.44	36%
Total Revenue:	20,000.00	23,093.94	0%	10,000.00	4,895.00	5,105.00	49%
FIRE SERVICES							
Total Expenditure:	331,781.40	330,706.10	9%	343,481.00	104,644.86	238,836.14	30%
Total Revenue:	80,426.00	81,206.16	8%	29,093.00	14,506.50	14,586.50	50%
ANIMAL CONTROL							
Total Expenditure:	110,556.61	109,570.11	11%	130,540.00	37,685.29	92,854.71	29%
Total Revenue:	8,900.00	6,330.95	5%	5,000.00	1,506.00	3,494.00	30%
STREETS-OLD							
Total Revenue:	.00	50.00-	0%	.00	.00	.00	0%
PLANNING & ZONING							
Total Expenditure:	225,890.37	223,072.70	13%	182,242.00	54,360.56	127,881.44	30%
Total Revenue:	59,138.00	45,397.46	6%	30,642.00	19,069.24	11,572.76	62%
COMMUNITY & ECONOMIC DVLPMNT							
Total Expenditure:	595.00	384.63	0%	650.00	.00	650.00	0%
BUILDING & CODE ENFORCEMENT							
Total Expenditure:	134,812.00	132,807.40	10%	133,235.00	42,336.71	90,898.29	32%

	Prior Budget	Prior Actual	Percent	Current Budget	Current Actual	Difference	Percent
Total Revenue:	154,190.00	148,555.73	5%	153,650.00	65,667.71	87,982.29	43%
COMMUNITY PROMOTION							
Total Expenditure:	39,541.00	14,057.35	0%	39,047.00	1,624.72	37,422.28	4%
SENIOR SERVICES							
Total Expenditure:	29,681.14	28,557.84	9%	31,760.00	10,569.28	21,190.72	33%
Total Revenue:	5,100.00	7,949.62	5%	9,100.00	3,386.45	5,713.55	37%
PARKS AND FACILITIES							
Total Expenditure:	599,252.87	304,575.65	5%	360,773.00	83,299.78	277,473.22	23%
Total Revenue:	50,875.00	64,879.18	7%	58,731.00	35,387.94	23,343.06	60%
RECREATION PROGRAMS							
Total Expenditure:	25,708.00	14,271.60	0%	27,450.00	7,767.44	19,682.56	28%
Total Revenue:	6,500.00	6,885.00	0%	7,500.00	2,940.00	4,560.00	39%
GENERAL FUND Revenue Total:	6,887,530.00	6,890,923.97	5%	6,817,990.00	967,885.06	5,850,104.94	14%
GENERAL FUND Expenditure Total:	6,793,224.00	6,714,877.28	8%	6,835,494.00	2,332,268.30	4,503,225.70	34%
Net Total GENERAL FUND:	94,306.00	176,046.69	-212%	17,504.00-	1,364,383.24-	1,346,879.24	7795%
Net Grand Totals:	94,306.00	176,046.69	-185%	17,504.00-	1,364,383.24-	1,346,879.24	7795%

CITY OF CHOWCHILLA
BALANCE SHEET
OCTOBER 31, 2015

GENERAL FUND

ASSETS

100-0100-0000-0200-000	CASH - COMBINED FUND	(6,048,291.55)	
100-0100-0000-0201-000	PETTY CASH	800.00	
100-0100-0000-0201-001	CASH DRAWER	2,400.00	
100-0100-0000-0202-000	PRE-PAID POSTAGE ACCOUNT	591.16	
100-0100-0000-0208-000	CASH IN US BANK - RESTRICT	369,738.52	
100-0100-0000-0209-000	CASH IN LAIF	5,989,668.93	
100-0100-0000-0221-000	A/R - ACCRUED REVENUES	25,301.00	
100-0100-0000-0224-000	A/R MODULE ONLY RECEIVALB	24,844.87	
100-0100-0000-0227-000	LIENS RECEIVABLES GENERAL	65,879.13	
100-0100-0000-0229-000	A/R BUSINESS LICENSE	22,192.73	
100-0100-0000-0290-000	DUE FROM OTHER FUNDS	332,233.00	
100-0100-0000-0291-000	PREPAID EXPENSES	(1,572.73)	
	TOTAL ASSETS		<u>783,785.06</u>

LIABILITIES AND EQUITY

LIABILITIES

100-0200-0000-0420-000	TRADE PAYABLES	27.27	
100-0200-0000-0421-001	BONDS FOR WORK-REFUNDAB	3,000.00	
100-0200-0000-0465-000	UNCLAIMED PROP/STALE DAT	2,877.35	
100-0200-0000-0480-000	DEFERRED REVENUE	25,301.00	
	TOTAL LIABILITIES		31,205.62

FUND EQUITY

100-0300-0000-0602-000	RESERVE FOR L/T A/R	30,318.33	
	UNAPPROPRIATED FUND BALA		
100-0300-0000-0601-000	FUND BALANCE	768,001.88	
100-0300-0000-0601-004	RESERVE FOR CONTINGENCIE	910,223.00	
100-0300-0000-0601-005	DESIGNATED FOR PREPAID IT	27,000.00	
100-0300-0000-0601-006	DESIGNATED FOR DEBT SVC R	369,737.50	
100-0300-0000-0601-999	FUND BALANCE RESTRICTED I	11,681.97	
	REVENUE OVER EXPENDITUR	(1,364,383.24)	
	BALANCE - CURRENT DATE	722,261.11	
	TOTAL FUND EQUITY		<u>752,579.44</u>
	TOTAL LIABILITIES AND EQUIT		<u>783,785.06</u>



REPORT TO THE CITY COUNCIL

Council Meeting of November 11, 2015

Agenda Section:	<u>Consent</u>
SUBJECT:	A Resolution Authorizing Retraction of an Erroneous Invoice Billed to Mr. Stan Donahue
Prepared By:	<u>Craig Locke, City Engineer/Public Works Director</u>
Approved By:	<u>Brian Haddix, City Administrator</u>

RECOMMENDATION:

Staff Recommends that the Chowchilla City Council retract an invoice erroneously sent to Mr. Donahue for the damage of City Property.

HISTORY / BACKGROUND:

In May 2015, Mr. Donahue was directed to the Corporation Yard by City Hall staff with a request for Public Works personnel. City Hall staff was unaware that Public Works was implementing a new policy of securing the Corporation Yard to make it accessible only to City Personnel (and not the general public).

Mr. Donahue found the gate open and proceeded through the opening. During his ingress, the gate began to close and ultimately made contact with Mr. Donahue's trailer, causing damage to the gate.

Following City procedures when an individual damages City property, (a light pole or fire hydrant for example), an invoice is automatically sent to that individual for the cost of the repairs. That procedure was followed in this case.

However during the transition from a generally accessible yard to a secure facility not all of the construction was complete and functional. In this case, the detection loop installed shortly after the incident would have prevented the damage to the gate.

In Staff's opinion, the fault lies with the Public Works department for not installing the detection loop prior to securing the yard.

FINANCIAL IMPACT:

No financial impacts to City for retracting the invoice, the repairs have been made and the invoice should not have been issued.

ATTACHMENTS:

Resolution

COUNCIL RESOLUTION # - 15

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHOWCHILLA,
CALIFORNIA, RETRACTING AN ERRONEOUS INVOICE BILLED TO MR. STAN
DONAHUE**

WHEREAS, the City Public Works Department acted prematurely in securing the Corporation Yard, and;

WHEREAS, The damage to City property was the result of the implementation of that policy, and;

WHEREAS, an invoice was sent to Mr. Donahue erroneously based on the previous findings.

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. Council further directs staff to rescind the invoice for damages to the Corporation Yard gate.
3. This resolution is effective immediately upon adoption.

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

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

John Chavez, Mayor

ATTEST:

Joann McClendon, CMC
Interim City Clerk



REPORT TO THE CITY COUNCIL

Council Meeting of November 10, 2015

Agenda Section:	<u>Public Hearing</u>
SUBJECT:	Consideration of Council Resolution # - 15, Approving the Amendment of the 2015-2016 Master Fee Schedule to Increase the Amount of the Fire Hydrant Meter Deposit
Prepared By:	<u>Rod Pruett, Finance Director</u>
Authorized By:	<u>Rod Pruett, Finance Director</u>
Approved By:	<u>Brian Haddix, City Administrator</u>

RECOMMENDATION:

Staff recommends that Council hold a public hearing, accept testimony regarding the amendment to the Master User Fee Schedule and adopt, by motion, a Resolution amending the 2015/2016 Master User Fee Schedule for Fire Hydrant Meter Deposits.

HISTORY / BACKGROUND:

California Government Code Sections 66012 – 66018.5 grant cities the authority to establish and charge user fees in connection with certain public services that are provided to businesses and individuals.

Currently, the fire hydrant meter deposit is set at \$800 (refundable) plus \$35.00 (non-refundable) for placement of meter; this amount is refunded when the utility account is closed less any outstanding debt owed to the City of Chowchilla. After recently having to replace multiple damaged hydrant meters, it was determined by Public Works staff that the cost of the deposit is too low and that an increase is needed. There has been no increase in meter deposits since 2002/2003. Based on what it would cost to replace the meter, staff is recommending that the deposit be increased to \$1,200.00 (refundable) plus \$40.00 (non-refundable) for replacement of meter.

FINANCIAL IMPACT:

No financial impact or change. This will allow for easier cost recovery of damaged meters.

ATTACHMENTS:

Resolution to Amend the Master Fee Schedule for Hydrant Water Meters Deposits

COUNCIL RESOLUTION # -15

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHOWCHILLA AMENDING THE 2015-2016 MASTER USER FEE SCHEDULE TO INCREASE THE AMOUNT OF THE FIRE HYDRANT METER DEPOSIT

WHEREAS Government Code Sections 66012 – 66018.5 grant to the City Council of the City of Chowchilla the authority to establish and charge user fees in connection with certain public services that are provided to businesses and individuals; and

WHEREAS the City Council has the authority to increase certain fees annually, based on the nationally published Employee Cost Index for State and Local Governments, by the California Construction Cost Index, or by reevaluation and assignment of actual municipal costs to cover the estimated cost of providing the services for which such fees are levied; and

WHEREAS the City of Chowchilla has met the requirements pursuant to Government Code Section 66016 by holding a public hearing concerning the adoption of said fees and has made available to the public, at least 10 days before the hearing, data on the amount of costs or estimated costs required to provide the services for which the fees are levied and the revenue sources anticipated to provide the services; and

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

1. Council hereby adopts, approves, and amends the Master User Fee Schedule for 2015-2016 to increase the amount of the Fire Hydrant Meter Deposit to \$1,200.00 and \$40.00 for placement of meter, following a public hearing on the matter and the same is incorporated herein; and,
2. Pursuant to California Government Code Section 66017, the fees adopted by this resolution shall be in full force and effect once adopted, Council acknowledges that any user fees previously determined by Resolution for or other fashion for Fire Hydrant Meter Deposits and placement will be replaced by this resolution.
3. Any judicial action or proceeding to attack, review, set aside or annul this resolution shall be brought within 120 days of its adoption; and,
4. The provisions of this resolution are severable, and the validity of any part thereof including any fee shall not affect the validity or effectiveness of the remainder of the resolution.

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

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

John Chavez, Mayor

ATTEST:

Joann McClendon, CMC
Interim City Clerk



REPORT TO THE CITY COUNCIL

Council Meeting of November 10, 2015

Agenda Section: Deferred Business

SUBJECT: **Authorizing the City Administrator to Select and Execute an Agreement with a Consultant to Evaluate and Identify Potential Impacts and Mitigation Strategies with the Proposed SR 152 (North) to Road 19, SR 152 (North) to Road 13 and Avenue 21 to Road 13 Alignments of the High Speed Rail Project**

Prepared By: Brian Haddix, City Administrator

RECOMMENDATION:

That the City Council approve a resolution authorizing the City Administrator to select and execute an agreement with a consultant to evaluate and identify potential impacts and mitigation strategies with the proposed alignments of the high speed rail project.

SITUATION / ANALYSIS:

There is a significant chance that the California High Speed Rail Authority will select the preferred Wye track alignment on November 17, 2015 at its next Board meeting to be held in Fresno. In the event that the CHSRA considers this item, the City of Chowchilla should be prepared with a process for mitigating the impacts of HSR on the City. To that end, staff recommends that the City contract with an appropriate firm to develop an impact mitigation plan. Considering that time is of the essence, staff intends to “piggy back”, where possible, on the Request for Proposals conducted by other California cities who have been impacted by the High Speed Rail. In that way, the City gets the benefit of a thoroughly vetted process conducted by similarly situated cities.

In light of the fact that the City Administrator has been with the City of Chowchilla for only a few months, he is requesting the benefit of having two Council member’s experience on this issue in selecting the best firm for Chowchilla

FINANCIAL IMPACT:

The proposals for service to be provided will not exceed \$50,000 and will be encumbered in the FY 2015/2016 budget.

ATTACHMENTS:

Resolution

COUNCIL RESOLUTION # -15

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHOWCHILLA, CALIFORNIA AUTHORIZING CITY ADMINISTRATOR TO SELECT AND EXECUTE AN AGREEMENT WITH A CONSULTANT TO EVALUATE AND IDENTIFY POTENTIAL IMPACTS AND MITIGATION STRATEGIES WITH THE PROPOSED SR 152 (North) TO ROAD 19, SR 152 (North) TO ROAD 13 AND AVENUE 21 TO ROAD 13 ALIGNMENTS OF THE HIGH SPEED RAIL PROJECT

WHEREAS, the High Speed Rail Authority is considering several track alignments in and around the City of Chowchilla; and

WHEREAS, the proposed Chowchilla High Speed Rail alignments being considered are within the Chowchilla Sphere of Influence and located along as SR 152 (North) to Road 19, SR 152 (North) to Road 13 and Avenue 21 to Road 13; and

WHEREAS, the location of these alignments may negatively impact in the short and long term, the residents and businesses within the Chowchilla community and with the City's planned growth within its Sphere of Influence; and

WHEREAS, the City, in its efforts to address the potential environmental impacts associated with the locations of these alignments, has considered selecting an environmental consultant to evaluate and identify the potential impacts of these alignments, such as noise, vibration and aesthetics and economic, and the mitigation strategies to address the impacts; and

WHEREAS, the City of Chowchilla and other communities impacted by the High Speed Rail have conducted Requests for Proposals and/or selected consulting firms capable of providing the type of environmental assessment and analysis needed; and

WHEREAS, the final selection of the consulting firm will be made by the City Administrator.

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

1. The above recitals are true and correct;
2. The City Administrator is authorized to execute a Professional Services Agreement with the selected firm to evaluate and identify potential impacts and mitigation strategies of the SR 152 (North) to Road 19, SR 152 (North) to Road 13 and Avenue 21 to Road 13 alignments of the High Speed Rail project in an amount not to exceed \$50,000.

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

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

John Chavez, Mayor

ATTEST:

Joann McClendon, CMC
Interim City Clerk



REPORT TO THE CITY COUNCIL

Council Meeting of November 10, 2015

Agenda Section:	<u>New Business</u>
SUBJECT:	Authorizing the City Administrator to Execute a Contract for On Call Engineering Services
Prepared By:	<u>Craig Locke, City Engineer/Public Works Director</u>
Authorized By:	<u>Craig Locke, City Engineer/Public Works Director</u>
Approved By:	<u>Brian Haddix, City Administrator</u>

RECOMMENDATION:

Staff recommends the City Council to execute the attached contract for On Call Engineering Services, and authorize the City Administrator to execute all documents on behalf of City Council.

HISTORY / BACKGROUND:

After the departure of the City of Chowchilla Engineer 1 and Engineer Intern, rather than replace staff, the City Council authorized the release of a Request for Qualification to solicit a consultant to assist the City Engineer in conducting the City of Chowchilla's business. This authorization was based on the assumption that all of the skills necessary to support the Engineering Department's current projects and management goals could not be found in a single individual.

The City received 10 responses to the RFQ. The selection process was difficult based on the large number of extremely qualified responses. The field was narrowed to 2 teams, who were called in for in-depth interviews with the City Administrator and City Engineer. Out of this final round, Interwest was chosen as the most qualified team.

The Interwest team brings years of experience in many of the projects facing the City, as well as significant experience with developing GIS systems, Asset Management Systems and meeting state water regulations. Among the first projects to be assigned will be an update to the Urban Water Management Plan, a prerequisite for most State funding programs and due in July 2016.

FINANCIAL IMPACT:

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

ATTACHMENTS:

Resolution
Contract

COUNCIL RESOLUTION # -15

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHOWCHILLA, CA AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE A CONTRACT FOR ON CALL ENGINEERING SERVICES

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

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

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

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

WHEREAS, the Chowchilla City Council authorized staff to release a Request for Qualification to determine the most qualified consultant team to meet the goals of the City Council; and

WHEREAS, Interwest was determined to be the most qualified respondent through an unbiased review process, and:

WHEREAS, this resolution, if approved, will authorize the City Administrator to execute a contract for On Call Engineering Services.

NOW, THEREFORE, LET IT BE 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. This resolution is effective immediately upon adoption.
3. City Council further authorizes the City Administrator to execute all applicable documents.

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

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

John Chavez, Mayor

ATTEST:

Joann McClendon, CMC
Interim City Clerk

**CITY OF CHOWCHILLA
AGREEMENT FOR CONSULTANT SERVICES**

THIS AGREEMENT (hereinafter referred to as “**Agreement**”) is made by and between the CITY OF CHOWCHILLA, (herein “**City**”) and INTERWEST Consulting Group a California Corporation, having a principal place of business at 9300 W Stockton Blvd Suite 105, Elk Grove, CA 95758_ (herein “**Consultant**”), on November ___, 2015.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

1. SCOPE OF SERVICES.

Consultant agrees to perform those services described in the Description of Scope of Services, attached hereto and incorporated herein by this reference as Exhibit A, subject to the direction of the City Contract Administrator, as provided from time to time.

2. EXHIBITS.

Attached to this Agreement are the following Exhibits. Said Exhibits shall be initialed by Consultant. Said Exhibits are incorporated herein by reference:

Exhibit A. Description of Scope of Services to be performed by Consultant (“**Services**”)

Exhibit B. A listing of hourly rates of Consultant’s personnel, and a contract budget for the Services.

Exhibit C. Insurance Requirements.

4. TIME OF PERFORMANCE.

Consultant shall commence performance after the approval and execution of this Agreement, and when directed to commence work by the Contract Administrator, and shall thereafter diligently perform the Services through to completion unless otherwise directed by City or unless earlier terminated.

5. COMPENSATION OF CONSULTANT.

A. The Consultant will be paid for performance of the Services on a time and material basis in accordance with the rates and budget set forth in Exhibit B which will be charged against available budgets defined in individual Task Orders”.

B. Payment of undisputed amounts is due within forty-five (45) days of receipt of invoices. Invoices shall reflect the phase or task to which the request for payment is being invoiced in accordance with Exhibit A and contain a detailed description of the services provided, the amount of time expended in providing

such services, and the person providing such services, and other information as the Contractor Administrator may request.

- C. Payment to Consultant shall be considered as full compensation for all personnel, materials, supplies, and equipment used in performing the Services.
- D. City's failure to discover or object to any unsatisfactory work or billing prior to payment will not constitute a waiver of City's right to request Consultant to correct such work or billings or seek any other legal remedy.
- E. Consultant and its subcontractors will obtain and maintain a valid business license from the City of Chowchilla during the term or renewed term of this agreement.

6. INDEPENDENT CONTRACTOR.

Consultant shall perform the Services as an independent contractor as defined in Labor Code 3353, and nothing herein contained shall be construed to make Consultant an agent or employee of the City while providing the Services. Consultant shall be entitled to no other benefits or compensation except as provided in this Agreement. All employees and agents hired or retained by the Consultant are employees and agents of the Consultant and not of the City. The City shall not be obligated in any way to pay any wage claims or other claims made against Consultant by any such employees or agents, or any other person resulting from performance of this Agreement.

7. TERMINATION.

- A. The City may suspend this Agreement and Consultant's performance of the Services, wholly or in part, for such period as it deems necessary in City's sole discretion. Consultant will be paid for satisfactory services performed through the date of suspension. A suspension in excess of forty-five (45) days shall be deemed a termination of the Agreement unless the parties mutually agree to a longer period of time.
- B. If Consultant at any time refuses or neglects to perform its Services in a timely fashion or in accordance with the schedule identified in Exhibit A, or is declared bankrupt, or commits any act of insolvency, or makes an assignment for the benefit of creditors without City's consent, or fails to make prompt payment to persons furnishing labor, equipment, materials or services, or fails in any respect to properly and diligently perform its Services, or otherwise fails to perform fully any and all of the Agreements herein contained, Consultant shall be in default.
- C. If Consultant fails to cure the default within seven (7) days after written notice from City, City may, at its sole option, demand possession of any documents or other materials (in paper and electronic form) prepared or used by Consultant in connection with the provision of Services and (1) provide any such work, labor, materials or services as may be necessary to overcome the default and deduct the cost thereof from any money then due or thereafter to become due to Consultant under this Agreement; or (2) terminate this Agreement.

- D. In the event City elects to terminate, City shall have the right to immediate possession of all documents and work in progress prepared by Consultant, whether located at Consultant's place of business, or at the offices of a subconsultant, or any other location, and may employ any other person or persons to finish the Services and provide the materials therefor. In case of such default termination, Consultant shall not be entitled to receive any further payment under this Agreement until the Services are complete. At that time, if the expenses incurred by City in obtaining Services exceed such unpaid balance, then Consultant shall promptly pay to City the amount by which such expense exceeds the unpaid balance of the Not-to-Exceed Amount.
- E. In addition to the foregoing right to terminate for default, City reserves the absolute right to terminate this Agreement without cause, upon five (5) days written notice to Consultant. In the event of termination without cause, Consultant shall be entitled to payment for Services then satisfactorily completed and accepted by City. Consultant shall not be entitled to any claim against City for any additional compensation or damages in the event of such termination and payment.
- F. If this Agreement is terminated by City for default and it is later determined that the default termination was wrongful, such termination automatically shall be converted to and treated as a termination for convenience under this Section and Consultant shall be entitled to receive only the amounts payable hereunder in the event of a termination for convenience.

8. TIME.

Time is of the essence in the performance of this Agreement. All Services performed by Consultant under this Agreement shall be completed in accordance with the time schedules set forth in Exhibit A or otherwise determined by the Contract Administrator. Consultant may, for good cause, request extensions of time to perform the Services required hereunder. Such extensions must be authorized in advance and in writing by the Contract Administrator.

9. PROPERTY OF CITY.

All materials prepared by the Consultant under this Agreement, whether in electronic or other form, shall become the property of the City, and the Consultant shall have no property right therein whatsoever. Immediately upon termination, or upon completion of Services under this Agreement, the City shall be entitled to, and the Consultant shall deliver to the City in usable form, all data, source codes or formulas, drawings, specifications, reports, estimates, summaries, electronic files and documents and other such materials as may have been prepared or accumulated by the Consultant in performing this Agreement which is not Consultant's privileged information, as defined by law, or Consultant's personnel information. All materials, reports, information, data, and exhibits prepared or assembled by Consultant in connection with the performance of its Services pursuant to this Agreement are confidential until released by the City to the public, and the Consultant shall not make any of these documents or information available to any individual or organization not employed by the Consultant or the City without the written consent of the City before any such release.

10. PERFORMANCE STANDARDS.

- A. Consultant shall comply, and shall cause its agents and contractors to comply with all City, County, State and Federal ordinances, regulations and statutes now in force or which may hereafter be in force with regard to the provision of Services and this Agreement. Consultant, to the extent required by the California Labor Code, shall pay not less than the latest prevailing wage rates to workers and professionals as determined by the Director of Industrial Relations of the State of California.
- B. Consultant represents that it has the skills, expertise, licenses and permits necessary to perform the Services. Consultant shall perform all such Services in the manner and according to the standards observed by a competent practitioner of the same profession in which Consultant is engaged. All products of whatsoever nature which Consultant delivers to City pursuant to this Agreement shall conform to the standards of quality normally observed by a person practicing in Consultant's profession. Permits and/or licenses shall be obtained and maintained by Consultant without additional compensation throughout the term of this Agreement.

11. ASSIGNMENT AND SUBCONTRACTING.

Consultant shall not assign or transfer any interest in this Agreement without the prior written consent of the City. Except as set forth in Exhibit A, no services covered by this Agreement shall be subcontracted without the prior written consent of the Contract Administrator. Consultant shall be fully responsible to the City for the negligent acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, in the same manner or to the same extent as it is for the negligent acts and omissions of persons directly employed by Consultant.

12. CONFLICT OF INTEREST.

- A. Consultant covenants that neither it, nor any of its employees, agents, contractors, or subcontractors has any present interest, nor shall they acquire any interest, direct or indirect, in the subject of the Agreement, nor any other interest which would conflict in any manner or degree with the performance of its Services hereunder.
- B. Consultant shall make all disclosures required by the City's conflict of interest code in accordance with the category designated by the City, unless the Contract Administrator determines in writing that Consultant's duties are more limited in scope than is warranted by the category designated by the City code and that a narrower disclosure category should apply. Consultant also agrees to make disclosure in compliance with the City conflict of interest code if, at any time after the execution of this Agreement, City determines and notifies Consultant in writing that Consultant's duties under this Agreement warrant greater disclosure by Consultant than was originally contemplated. Consultant shall make disclosures in the time, place and manner set forth in the conflict of interest code and as directed by the City.

13. RECORDS AND AUDITS.

- A. Consultant shall establish and maintain records pertaining to this Agreement. Consultant's accounting systems shall conform to generally accepted accounting

principles and all records shall provide a breakdown of total costs charged under this Agreement, including properly executed payrolls, time records, utility bills, invoices and vouchers.

- B. Consultant shall permit City and its authorized representatives to inspect and examine Consultant's books, records, accounts, whether in electronic or other form, and any and all data relevant to this Agreement at any reasonable time for the purpose of auditing and verifying statements, invoices, or bills submitted by Consultant pursuant to this Agreement and shall provide such assistance as may be reasonably required in the course of such inspection. City further reserves the right to examine and re-examine said books, records, accounts, whether in electronic or other form, and data during the three (3) year period following the termination of this Agreement; and Consultant shall in no event dispose of, destroy, alter, or mutilate said books, records, accounts, and data in any manner whatever for three (3) years after the termination of this Agreement.

14. INDEMNIFICATION.

- A. To the fullest extent permitted by law (including, without limitation, California Civil Code Sections 2782 and 2782.8), Consultant shall defend (with legal counsel selected by the City) indemnify and hold harmless the City and its officers, agents, officials, representatives and employees (collectively "**Indemnitees**") from and against any and all claims, loss, cost, damage, injury (including, without limitation, injury to or death of an employee of Consultant or its subconsultants), expense and liability of every kind, nature and description (including, without limitation, fines, penalties, incidental and consequential damages, court costs, attorneys fees, litigation expenses and fees of expert consultants or expert witnesses incurred in connection therewith, and costs of investigation), that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant, any subconsultant, anyone directly or indirectly employed by them, or anyone that they control (collectively "**Liabilities**"). Such obligations to indemnify any Indemnitee shall not apply to the extent that such Liabilities are caused by the negligence or willful misconduct of such Indemnitee. However, the duty to defend shall extend, without limitation, to all Liabilities. This section shall in no event be construed to require indemnification by Consultant to a greater extent than permitted under the public policy of the State of California.
- B. The obligation to indemnify and defend City as set forth herein is binding on the successors, assigns or heirs of Consultant and shall survive the completion or termination of this Agreement as long as the event giving rise to the Liabilities occurred prior to the effective date of any such termination or completion.
- C. Consultant's compliance with the insurance requirements does not relieve Consultant from the obligations described in this Section 14, which shall apply whether or not such insurance policies are applicable to a claim for damages.
- D. Consultant and/or /Subcontractor's responsibility for defense and indemnity obligations as set forth above shall survive the termination or completion of this Agreement for the full period of time allowed by law.

15. INSURANCE.

Consultant shall provide insurance in accordance with the requirements of Exhibit C, which is attached hereto and incorporated herein by reference.

16. PERSONNEL.

- A. The Consultant represents that it has, or will secure at its own expense, all personnel required in performing the Services. All of the Services required hereunder will be performed by the Consultant or under Consultant's supervision, and all personnel engaged in the work shall be qualified to perform such services.
- B. Consultant shall make every reasonable effort to maintain stability and continuity of Consultant's key personnel assigned to perform the Services.

17. NOTICES.

All notices that are required to be given by one party to the other under this Agreement shall be in writing and shall be deemed to have been given if delivered personally or enclosed in a properly addressed envelope and deposited in a United States Post Office for delivery by registered or certified mail addressed to the parties at the following addresses:

City: **City of Chowchilla**
130 S. Second Street
Chowchilla ,CA 93610
Phone: 559-665-8615 x300
ATTN: Craig Locke

Consultant: Interwest Consulting Group
9300 W. Stockton Blvd. Suite 105
Elk Grove, CA 95758

Attn: Theron Roschen

18. CITY NOT OBLIGATED TO THIRD PARTIES.

City shall not be obligated or liable for payment hereunder to any party other than the Consultant.

19. NON-DISCRIMINATION.

Consultant shall not discriminate or permit discrimination in any way, or engage in abusive conduct towards/against any person on the basis of race, color, religious creed, national origin, ancestry, sex, sexual orientation, age, physical handicap, medical condition, marital status, or on the basis of any other legally protected characteristic or status in connection with, or related to, the performance of this Agreement.

20. UNAUTHORIZED ALIENS.

Consultant hereby promises and agrees to comply with all the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. § 1101, et seq., as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Consultant so employ such unauthorized aliens for performance of work and/or services covered by this Agreement, and should any liability or sanctions be imposed against City for such use of unauthorized aliens, Consultant hereby agrees to and shall reimburse City for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by City.

21. SECTION HEADINGS.

The headings of the several sections, and any table of contents appended hereto, shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof.

22. SEVERABILITY.

If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had not been contained herein.

23. REMEDIES NOT EXCLUSIVE.

No remedy herein conferred upon or reserved to City is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise.

24. NO WAIVER OF DEFAULT.

No delay or omission of City to exercise any right or power arising upon the occurrence of any event of default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy given by this Agreement to City shall be exercised from time to time and as often as may be deemed expedient in the sole discretion of City.

25. ENTIRE AGREEMENT AND AMENDMENT.

- A. This document represents the entire and integrated Agreement between City and Consultant and supersedes all prior negotiations, representations, and Agreements, either written or oral.
- B. This document may be amended only by written instrument signed by both City and Consultant.

26. SUCCESSORS AND ASSIGNS.

All representations, covenants and warranties set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

27. APPLICABLE LAW; VENUE.

This Agreement shall be governed by the laws of the State of California. Any litigation regarding this Agreement or its contents shall be filed in the County of Madera, if in state court, or in the federal court nearest to the City, if in federal court.

28. LITIGATION COSTS.

Each party shall be responsible for its own costs and attorney's fees incurred in connection with this Agreement. If any legal action or other proceeding, including arbitration or action for declaratory relief, is brought to enforce this Agreement because of an alleged breach or default in connection with this Agreement, the prevailing party shall be entitled to the recovery of reasonable attorneys' fees and other costs of such legal action or other proceeding, in addition to any other relief to which such party may be entitled.

29. AUTHORITY.

All parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles, and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entity (ies), person(s), or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with. Furthermore, by entering into this Agreement, Consultant hereby warrants that it shall not have breached the terms or conditions of any other contract or Agreement to which Consultant is obligated, which breach would have a material effect hereon.

<<SIGNATURE PAGE FOLLOWS>>

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on the date executed by City.

CONTRACTOR/CONSULTANT: Interwest Consulting Group

(Must be signed by two officers of the corporation, one of which is the Financial Officer)

Date: _____

Tax ID No.: _____

(Signature)

(Signature)

(Print Name)

(Print Name)

(Title)

(Title)

CITY OF CHOWCHILLA

Brian Haddix, City Administrator

Date: _____

ATTEST:

ORIGINAL APPROVED AS TO FORM:

Joann McClendon, Interim City Clerk

David Ritchie, City Attorney

Interim

ORIGINAL APPROVED AS TO CONTENT:

Craig Locke, Public Works Director/ City Engineer

EXHIBIT A
Description of Scope of Services to be performed by Consultant

General City Engineering functions includes:

- Consulting with staff and provide technical assistance on all matters related to engineering.
- Development Plan Review and the Review of all matters pertaining to engineering to ensure that they protect the City's interests and conform to with City goals, standard plans, specifications and practices as well as with local, state, and federal laws, codes and specifications including Caltrans and all other applicable standards. .
- Manage all aspects of civil engineering, plan checking, development conditioning and capital project management for the City
- Being available to the public and private developers to handle matters dealing with the engineering functions of City government.
- Develops and recommends policies and procedures for effective operation of the City consistent with City policies and relevant laws, rules and regulations and ensures Councils actions are implemented.
- Evaluates the City's needs and formulates short and long range plans to meet needs in all areas of Public Works improvements, including streets, water, sewer, storm drainage, street lights, parks and facilities.
- Reviews land use applications and construction plans for private developments for consistency with City adopted engineering specifications, City policies and relevant laws, rules and regulations and ensures council actions are implemented.
- Ensures that costs and fees are charged back to development projects; works with the Public Works Director to monitor charges and revenues associated with development projects.
- Makes presentations to the public, City Council and commissions.
- Prepare reports, investigations, studies and evaluations as, from time to time, may be required and directed by the City Manager or his designee.
- Perform other engineering related functions as directed by the City Manager or his designee
- Advise the City as to engineering and construction financing available from other government agencies, and when so directed, prepare and initiate applications for funding. Also serve as Resident Engineer when required pursuant to Caltrans/Federal requirements.
- Assist clerical staff in management of records relating to engineering. Serve as liaison to the Public Works Director for engineering related matters. Provide public information regarding municipal engineering matters.
- Preparation of capital improvement projects, improvement plans, specifications, biddocuments and public improvement project management.
- Solicit proposals for capital improvement project design work.
- Review and evaluation of bid submittals.
- Provide construction observation and management during the course of City projects. Act as Resident Engineer, Assist with inspection, approval of payments, cost estimating, filing of notices and other related tasks.
- Coordinates activities with other departments and outside agencies to obtain various approvals and agreements such as environmental clearances, permits, land acquisitions and rights-of-way for assigned engineering projects.
- Under general direction, plans, organizes and administers a real property program for the acquisition and disposition of City owned property as it relates to engineering projects.
- Negotiates land acquisition, disposition, easements, agreements, leases and other assorted property rights as it relates to engineering projects.
- Solicit proposals for capital improvement project design work and manage the consultant's work. Directing other contract engineering services to assure compatible and timely response to City needs.
- Preparing reports, investigations, studies and evaluations as may be required.
- Assist in planning, coordinating, supervising and evaluating the efficiency of programs, plans, services, fees, equipment and infrastructure.
- Assist the City staff evaluating needs assessment and the creation/update of short and long range plans to meet the needs in all areas of streets, water, sewer, storm drainage, street lights, parks and other facilities.
- Performing other engineering related functions as directed by City.
- Prepare and support City staff on presentations to the public, City Council and commissions.
- Maintain, at City Hall, municipal engineering records and maps required to insure accurate information is available to the City and public.

Interwest, with key partners, Mark Thomas & Company (MTCO) and Provost & Pritchard (P&P), will provide civil engineering design services, specifications and estimates from conceptual design planning through the 53

construction phase. Project Designs include management of sub-consultants' designs, grant funding compliance, design, utility coordination, easements and/or rights-of-way, environmental clearance and other permitting requirements as necessary for the project. The Interwest Team will utilize the appropriate engineering standards and specifications for each project.

As part of our Capital Program delivery, we will prepare the necessary Requests for Authorizations for all project phases, Preliminary PES reports, ROW Utility Authorizations, Reimbursement invoices, and Final Report of Expenditures through Caltrans Local Assistance for every phase of a capital project. Federal funds including CMAQ, STIP, TE, RSTP, HBP, and Safe Routes to School.

Development Review Function

- Review proposed improvements and land developments and provide recommendations as to engineering matters to insure conformance with City ordinances and State law.
- Perform statutory functions of the City Engineer pertaining to the review and checking of lot line adjustments, parcel and tract maps, including tentative, final and vesting maps. Ensure map conformance with State Subdivision Map Act and City ordinances.
- Provide a "turn around" checking time for maps and improvement plans generally not to exceed two weeks for the first plan check and the application has been determined complete. The Engineer shall be responsible for notifying the applicant in writing of any final plan or final map deficiencies with (21) days, specifying those items needed to complete the application.
- Establish performance, labor and material bond amounts when required and insure the posting of such bonds with the proper time sequence of such development control.
- Provide necessary and related functions as are the normal practice of the City Engineer in control of private development.
- Federally Funded Capital Projects Engineering Services
- City is required as a recipient of federal funds utilizing contract engineering services to solicit and contract for those services in three year increment.
- Design including CEQA and NEPA compliance, bidding, construction review/inspection and federal aid administration services required to complete the federally funded projects during this three (3) year period in conformance with requirements and subject to State and Federal regulations and law.
- Secure all necessary permits including CEQA and NEPA compliance, surveying, testing, preparation of plans and specifications, description of construction phasing plan, estimate of probable construction costs, preparation of bid documents, review of construction contract bids, recommendation for award, construction inspection and review and construction administration.
- All services shall be in accordance with Caltrans standards, FHWA standards, and the City's standards.
- The selected firm must comply with California Government Code Section 8355 in matters relating to providing a drug-free work place.
- The Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31 et. Seq., are the governing factors regarding allowable elements of cost.
- The Agreement will include the administrative requirements set for in 49 CFR Part 18, Uniform Administrative Requirement for Grants and Cooperative Agreements to State and Local Governments.
- Comply with CFR Title 49, Part 29, Debarment and Suspension Certificate, refer to Exhibit 12-E "Debarment and Suspension Certificate" in Chapter 12 of the Caltrans Local Assistance Manual.

Survey and Mapping

MTCO and P & P will provide a full range of surveying services including: title related research and analysis, identifying the location of property boundaries, rail road right of way, easements and deed restrictions. During project acquisition they will prepare legal descriptions, plats and deeds. Their surveying services will also include topographic base information for construction documents up to and including layout and support for construction activities.

Traffic Engineering and Transportation Planning

Interwest will perform traffic impact studies, stop sign and traffic signal warrant analysis, speed surveys, traffic signal timing, parking operations, responding to customer related matters, preparing administrative traffic maintenance orders, traffic calming, traffic control and geometric review of plans, and bicycle and pedestrian safety studies.

Interwest can provide a Traffic Engineer to be on-site, as the City requests. Day-to-day, specific duties by discipline that our team can provide are as follows:

- Managing and overseeing the daily duties, as described above, and providing guidance to staff, as needed.
- Preparing written reports, attending meetings and presenting information to the City Engineer and

- Department of Public Works Director, City Manager, City Council and others, as required.
- Attending meetings with City staff, regional staff and regional/regulatory agencies on projects, issues or other matters of interest to the City.
- Representing the City's interests in disseminating information
- Providing development plan review and responding to inquiries and questions relating to traffic engineering development matters.
- Update Development Improvement Standards.
- Providing technical assistance to City staff on traffic engineering matters and issues.
- Establishing working relationships and coordinating with City staff and other public agencies and utility companies related to private development and engineering matters.
- Providing traffic engineering technical recommendations on regional policy issues relevant to the City.
- Providing traffic control plan reviews and communications with the public regarding traffic and transportation issues (email, phone and counter), attending on behalf of the City various advisory committees.
- Providing other Traffic Engineering Services, as needed.

Grant Fund Writing and Administration

Interwest may be called upon to write or assist in writing applications for and administering grants from a variety of state/federal funds may include;

- Active Transportation Program (ATP)
- CalRecycle Rubberized Asphalt Grant Program
- Congestion Mitigation and Air Quality (CMAQ)
- Environmental Enhancement and Mitigation (EEM)
- Grade Separation Program
- Highway Bridge Replacement and Rehabilitation (HBRR)
- Highway Safety Improvement Program (HSIP)
- Intelligent Transportation Systems (ITS)
- Local Highway Bridge Program (HBP)
- Rail-Highway Crossing Program
- Re-authorization of High Risk Rural Roads (HR3), TIGER and/or ARRA Grants
- Regional Surface Transportation Improvement Program (RSTIP) – Not typical for local agencies
- Safe Routes To School (SR2S)
- State Transportation Improvement Program (STIP)
- Transportation Enhancement Program (TE) – Currently under revision

The Interwest Team will work with the City to determine what grants to pursue and make recommendations for projects and grant request. The necessary letters of supports and partnerships will be prepared including maps, exhibits and photographs to increase grant competitiveness.

The Interwest Team will also assist with administrative aspects of managing the grant, such as requesting extensions or budget reallocation, taking responsibility as directed for oversight of the project throughout its duration and ensure that objectives are met within the specified time, and budget, and all activities are reimbursable costs acceptable to the funding agency.

Finally, Interwest will ensure local agencies “check all those federal boxes” and are pro-active to ensure the appropriate steps are taken before problems arise, not after, and will take the lead or provide assistance in federal “authorization to proceed” submittals to Caltrans Local Assistance or process paperwork to secure “allocation votes” from the California Transportation Commission, participating in any federal audits and oversight of records and documentation.

Storm Water Management

The Interwest team will provide Storm Water Management services including environmental permits and regulatory agency requirements to ensure projects are in compliance. These include:

- National Pollution Discharge Elimination System (NPDES) Program Audit Services
- National Pollution Discharge Elimination System (NPDES) Services
- Storm Water Pollution Prevention (SWPP) Inspection Services
- Storm Water Pollution Plan (SWPPP) Design and Plan Review Services

Geographic Information Systems

Interwest's GIS Group will provide services ranging from simple mapping and reporting to complex data integration and GIS strategic planning, providing the information and tools to aid decisions, and streamline business processes.

- Automation of Routine GIS Data Tasks
- Creation of Enterprise Desktop GIS Tools
- Development Tracking with GIS
- General GIS Project Management
- General Local Government GIS Services
- GIS Data Conversion
- GIS Integration with Enterprise Systems
- GIS Strategic Planning and Startup
- GIS Data Development/Creation
- GIS Workflows and Maintenance of GIS Data

Pavement Management Program

Interwest will create a Pavement Management Program (PMP) for the City utilizing Streetsaver Software. The software will be purchased through MTC and data will be collected from field observations. Interwest will aid the City in evaluating maintenance priorities and make informed recommendations for improvements. Specific PMP tasks will include, but are not limited to:

- Purchase Streetsaver Program, set up and install.
- Perform visual field pavement condition assessment on roadway segments.
- Conduct PCI calculations using Streetsaver and generate a report for all street segments.
- An Executive Summary report and a multi-year work plan (5 year) will be prepared for the City summarizing the overall condition of the City's pavement network including reports listed above.

Geotechnical Engineering

Kleinfelder will provide geotechnical engineering for the Interwest team including managing a test boring contractor and providing fulltime oversight and guidance in the field during the investigative drilling work. Tasks may include identify and characterize soil and rock conditions prior to construction, evaluate construction site conditions and oversee field sampling, laboratory testing and the reporting and analysis phases to develop geotechnical recommendations.

Work may include shallow and deep foundation design, retaining wall designs, pavement designs, and slope stability designs. Also available is construction monitoring services.

Traffic Analysis

To support project scoping, design and environmental clearance, Fehr & Peers will provide traffic data collection and analysis. This includes traffic modal forecasts and multi-modal operation analysis utilizing (Synchro, Tru-Traffic, and TRANSYT) and simulations utilizing (SimTraffic, CORSIM, Paramics, VISSIM, and TransModeler). For Caltrans intersections, Intersection Control Evaluation (ICE) analysis will be completed to determine the optimal intersection control (side-street stop, all-way stop, roundabout, or signal) that would be required to serve projected traffic volumes.

EXHIBIT B
Consultant Budget and Hourly Rate

[See Attachment A]

EXHIBIT C
INSURANCE REQUIREMENTS
TO
CONSULTANT SERVICES AGREEMENT

Consultant shall, at all times it is performing Services under this Agreement, provide and maintain insurance in the following types and with limits in conformance with the requirements set forth below. Consultant acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amount of coverage required. It shall be a requirement under this Agreement that any available insurance proceeds broader than or in excess of the specified minimum Insurance coverage requirements and/or limits shall be available to the Additional Insured. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any Insurance policy or proceeds available to the named Insured; whichever is greater.

1. Commercial General Liability Insurance, occurrence form, using Insurance Services Office ("ISO") "Commercial General Liability" policy form CG 00 01 or an approved equivalent. Defense costs must be paid in addition to limits. There shall be no cross liability exclusion for claims or suits by one insured against another. Limits are subject to review, but in no event shall be less than **TWO MILLION DOLLARS (\$2,000,000)** each occurrence and twice that amount in the aggregate.
2. Business Auto Coverage on ISO Business Automobile Coverage form CA 00 01 including symbol 1 (Any Auto) or an approved equivalent. Limits are subject to review, but in no event shall be less than **ONE MILLION DOLLARS (\$1,000,000)** each occurrence. If Consultant or its employees will use personal autos in any way related to the performance of this Agreement, Consultant shall provide evidence of personal auto liability coverage for each such person.
3. Workers Compensation on a state-approved policy form providing statutory benefits as required by law with employer's liability insurance, with minimum limits of **ONE MILLION DOLLARS (\$1,000,000)** per occurrence.
4. Professional Liability or Errors and Omissions Insurance as appropriate shall be written on a policy form coverage specifically designed to protect against acts, errors or omissions of the Consultant and "Covered Professional Services" as designated in the policy must include the type of work performed under this Agreement. The policy limit shall be no less than **TWO MILLION (\$2,000,000)** per claim and in the aggregate.
5. Insurance procured pursuant to these requirements shall be written by insurers that are authorized to transact the relevant type of business in the State of California and with an A.M. Bests rating of A- or better and a minimum financial size VII.

6. General conditions pertaining to provision of insurance coverage by Consultant. Consultant and City agree to the following with respect to insurance provided by Consultant:
- a. Consultant agrees to have its insurer endorse the third party general liability and auto coverage required herein to include as additional Insureds City, its officials, employees and agents.
 - b. No liability insurance coverage provided to comply with this Agreement, except the Business Auto Coverage policy, shall prohibit Consultant, or Consultant's employees, or agents, from waiving the right of subrogation prior to a loss. Consultant agrees to waive subrogation rights against City regardless of the applicability of any insurance proceeds.
 - c. All insurance coverage and limits provided by Consultant and available or applicable to this Agreement are intended to apply to the full extent of the policies. Nothing contained in this Agreement or any other Agreement relating to the City or its operations limits the application of such insurance coverage.
 - d. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved of in writing.
 - e. No liability policy shall contain any provision or definition that would serve to eliminate so-called "third party action over" claims, including any exclusion for bodily injury to an employee of the insured or of any contractor or subcontractor.
 - f. Consultant shall not make any reductions in scope of coverage (e.g. elimination of contractual liability or reduction of discovery period) that may affect City's protection without City's prior written consent.
 - g. Proof of compliance with these insurance requirements, consisting of certificates of insurance evidencing all of the coverages required and an additional insured endorsement to Consultant's general liability policy, shall be delivered to City at or prior to the execution of this Agreement. In the event such proof of any insurance is not delivered as required, or in the event such insurance is canceled at any time and no replacement coverage is provided, City may terminate this Agreement in accordance with the provisions of this Agreement.
 - h. Certificate(s) are to reflect that the insurer will provide 30 days notice to City of any cancellation of coverage. Consultant agrees to require its insurer to modify such certificates to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, or that any party will "endeavor" (as opposed to being required) to comply with the requirements of the certificate.
 - i. It is acknowledged by the parties of this Agreement that all insurance coverage required to be provided by Consultant or any subcontractor, is intended to apply first and on a primary, noncontributing basis in relation to any other insurance or

self-insurance available to City, and shall be at least as broad as CG 20 01 04 13. Consultant, any subcontractor, and/or its insurance company will not seek contribution from City's insurance or self-insurance.

- j. Consultant agrees to include with all subcontractors in their subcontract the same requirements and provisions of this Agreement including the indemnity and Insurance requirements to the extent they apply to the scope of the Subcontractor's work. Subcontractors hired by Consultant agree to be bound to Consultant and City in the same manner and to the same extent as Consultant is bound to City under this Agreement. Subcontractor further agrees to include these same provisions with any Sub-subcontractor. A copy of the Indemnity and Insurance provisions in this Agreement will be furnished to the Subcontractor upon request. The Consultant shall require all sub-contractors to provide a valid certificate of insurance and the required endorsements included in the agreement prior to commencement of any work and Consultant will provide proof of compliance to City.
- k. Consultant agrees not to self-insure or to use any self-insured retentions or deductibles on any portion of the insurance required herein. If Consultant's existing coverage includes a deductible or self-insured retention, the deductible or self-insured retention must be declared to the City prior to execution of this Agreement. At that time the City shall review options with the Consultant, which may include reduction or elimination of the deductible or self-insured retention, substitution of other coverage, or other solutions. Policies containing any self-insured retention (SIR) provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named Insured or the City.
- l. City shall have the right to obtain a full certified copy of any Insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of right to exercise later.
- m. Consultant acknowledges and agrees that any actual or alleged failure on the part of City to inform Consultant of non-compliance with any insurance requirement in no way imposes any additional obligations on City nor does it waive any rights hereunder in this or any other regard.
- n. Consultant shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Proof that such coverage has been ordered shall be submitted prior to expiration. A coverage binder or letter from Consultant's insurance agent to this effect is acceptable. A certificate of insurance and/or additional insured endorsement as required in these specifications applicable to the renewing or new coverage must be provided to City within five days of the expiration of the coverages.
- o. The provisions of any workers' compensation or similar act will not limit the obligations of Consultant under this Agreement. Consultant expressly agrees that any statutory immunity defenses under such laws do not apply with respect to City, its employees, officials and agents.

- p. Consultant agrees to provide immediate notice to City of any claim or loss against Consultant arising out of the work performed under this Agreement. City assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve City.

- q. The limits of Insurance required in this Agreement may be satisfied by a combination of primary and umbrella or excess Insurance. Any umbrella or excess Insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of City (if agreed to in a written contract or agreement) before City's own Insurance or self-insurance shall be called upon to protect it as a named insured.

**FORM OF TASK
ORDER**

THIS TASK ORDER # _____ TO THE MASTER AGREEMENT dated _____ 2015, (hereafter referred to as “**Agreement**”) is made between the **CITY OF CHOWCHILLA**, a California municipal corporation, (herein “**City**”) and Interwest Consulting Group, a California Corporation, having a principal place of business at 9300 W. Stockton Blvd. Suite 105, Elk Grove, CA 95758 (herein “**Consultant**”), on _____ 2015.

1. **SCOPE OF SERVICES:** Consultant agrees to perform the following Services:
2. **TIME FOR PERFORMANCE:** Consultant agrees to perform the Services pursuant to the schedule set forth below:
3. **ADDITIONAL TERMS:**
4. **FORCE AND EFFECT:** This Task Order is incorporated into the Master Agreement, dated _____, 20 . Except as amended herein, all terms and conditions of the Master Agreement shall be applicable to the performance of this Task Order.

<< SIGNATURE PAGE TO FOLLOW >>

IN WITNESS WHEREOF, the parties have executed this Task Order to be effective on the date executed by City.

CONSULTANT NAME:

Date: _____

(Must be signed by two officers of the corporation, one of which is the Financial Officer)

Tax ID

No.:

(Signature)

(Signature)

(Print Name)

(Print Name)

(Title)

(Title)

CITY OF CHOWCHILLA:

Date: _____

Brian Haddix, City Administrator

ATTEST:

ORIGINAL APPROVED AS TO FORM:

Joann McClendon, Interim City Clerk

City Attorney

ORIGINAL APPROVED AS TO CONTENT:

Craig Locke, Public Works Director

**EXHIBIT A SCOPE
OF SERVICES**

**EXHIBIT C INSURANCE
REQUIREMENTS TO
CONSULTANT SERVICES AGREEMENT**

Consultant shall, at all times it is performing Services under this Agreement, provide and maintain insurance in the following types and with limits in conformance with the requirements set forth below. Consultant acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amount of coverage required. Any insurance proceeds available to Consultant in excess of the limits and coverage required in this Agreement and that is applicable to a given loss will be available to City.

1. Commercial General Liability Insurance, occurrence form, using Insurance Services Office ("ISO") "Commercial General Liability" policy form CG 00 01 or an approved equivalent. Defense costs must be paid in addition to limits. There shall be no cross liability exclusion for claims or suits by one insured against another. Limits are subject to review, but in no event shall be less than **TWO MILLION DOLLARS (\$2,000,000)** each occurrence and twice that amount in the aggregate.
2. Business Auto Coverage on ISO Business Automobile Coverage form CA 00 01 including symbol 1 (Any Auto) or an approved equivalent. Limits are subject to review, but in no event shall be less than **ONE MILLION DOLLARS (\$1,000,000)** each occurrence. If Consultant or its employees will use personal autos in any way related to the performance of this Agreement, Consultant shall provide evidence of personal auto liability coverage for each such person.
3. Workers Compensation on a state-approved policy form providing statutory benefits as required by law with employer's liability insurance, with minimum limits of **ONE MILLION DOLLARS (\$1,000,000)** per occurrence.
4. Professional Liability or Errors and Omissions Insurance as appropriate shall be written on a policy form coverage specifically designed to protect against negligent acts, errors or omissions of the Consultant and "Covered Professional Services" as designated in the policy must include the type of work performed under this Agreement. The policy limit shall be no less than **TWO MILLION (\$2,000,000)** per claim and in the aggregate.
5. Insurance procured pursuant to these requirements shall be written by insurers that are authorized to transact the relevant type of business in the State of California and with an A.M. best rating of A- or better and a minimum financial size VII.
6. General conditions pertaining to provision of insurance coverage by Consultant. Consultant and City agree to the following with respect to insurance provided by Consultant:

- a. Consultant agrees to have its insurer endorse the third party general liability and auto coverage required herein to include as additional Insureds City, its officials, employees and agents.
- b. No liability insurance coverage provided to comply with this Agreement, except the Business Auto Coverage policy, shall prohibit Consultant, or Consultant's employees, or agents, from waiving the right of subrogation prior to a loss. Consultant agrees to waive subrogation rights against City regardless of the applicability of any insurance proceeds.
- c. Commercial general liability insurance coverage and limits provided by Consultant and available or applicable to this Agreement through the "per project aggregate limit" are intended to apply to the full extent of the policy. Nothing contained in this Agreement or any other Agreement relating to the City or its operations limits the application of such insurance coverage.
- d. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind pertaining to this project that has not been first submitted to City and approved of in writing.
- e. No liability policy shall contain any provision or definition that would serve to eliminate so-called "third party action over" claims, including any exclusion for bodily injury to an employee of the insured or of any contractor or subcontractor.
- f. Consultant shall not make any reductions in scope of coverage (e.g. elimination of contractual liability or reduction of discovery period) that may affect City's protection without City's prior written consent.
- g. Proof of compliance with these insurance requirements, consisting of certificates of insurance evidencing all of the coverages required and an additional insured endorsement to Consultant's general liability policy, shall be delivered to City at or prior to the execution of this Agreement. In the event such proof of any insurance is not delivered as required, or in the event such insurance is canceled at any time and no replacement coverage is provided, City may terminate this Agreement in accordance with the provisions of this Agreement.
- h. Certificate(s) are to reflect that the insurer will provide 30 days' notice to City of any cancellation of coverage. Consultant agrees to require its insurer to modify such certificates to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, or that any party will "endeavor" (as opposed to being required) to comply with the requirements of the certificate.
- i. It is acknowledged by the parties of this Agreement that all insurance coverage required to be provided by Consultant or any subcontractor, is intended to apply first and on a primary, noncontributing basis in relation to any other insurance or self - insurance available to City.
- j. Consultant agrees not to self-insure or to use any self-insured retentions or deductibles on any portion of the insurance required herein. If Consultant's

existing coverage includes a deductible or self-insured retention, the deductible or self-insured retention must be declared to the City prior to execution of this Agreement. At that time the City shall review options with the Consultant, which may include reduction or elimination of the deductible or self-insured retention, substitution of other coverage, or other solutions.

- k. Consultant acknowledges and agrees that any actual or alleged failure on the part of City to inform Consultant of non-compliance with any insurance requirement in no way imposes any additional obligations on City nor does it waive any rights hereunder in this or any other regard.
- l. Consultant shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Proof that such coverage has been ordered shall be submitted prior to expiration. A coverage binder or letter from Consultant's insurance agent to this effect is acceptable. A certificate of insurance and/or additional insured endorsement as required in these specifications applicable to the renewing or new coverage must be provided to City within five days of the expiration of the coverage.
- m. The provisions of any workers' compensation or similar act will not limit the obligations of Consultant under this Agreement. Consultant expressly agrees that any statutory immunity defenses under such laws do not apply with respect to City, its employees, officials and agents.
- n. Consultant agrees to provide immediate notice to City of any claim or loss against Consultant arising out of the work performed under this Agreement. City assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve City.

Attachment A



The rates displayed in the fee schedule below reflect Interwest’s current fees for the full suite of services we offer. Hourly rates are typically reviewed yearly on July 1st and may be subject to revision unless under specific contract obligations.

CLASSIFICATION	HOURLY BILLING RATE
Engineering	
Principal in Charge.....	\$160
Project Manager	135
Traffic Engineer	135
Supervising Engineer	130
Senior Engineer.....	125
Engineering Associate III	110
Engineering Associate II	105
Engineering Associate I.....	90
Engineering Technician III	80
Engineering Technician II	75
Engineering Technician I	70
Student Trainee	35
Building & Safety Services	
Certified Building Official	\$135
Senior Plan Review Architect.....	130
Senior Structural Engineer.....	125
Senior Plans Examiner	85
Fire Plans Examiner	95
CASp	90
Permit Technician	60
Inspector III.....	85
Inspector II	70
Inspector I	55
Code Enforcement Officer	85
Construction Management	
Construction Manager	\$130
Assistant Construction Manager.....	115
Supervising Public Works Observer	110
Senior Public Works Observer.....	100
Public Works Observer III	90
Public Works Observer II	85
Public Works Observer I	80
Transportation	
Supervising Transportation Planner.....	\$125
Senior Transportation Planner	115
Associate Transportation Planner III.....	100

Associate Transportation Planner II.....	90
Associate Transportation Planner I.....	85
Real Estate	
Real Estate Property Manager.....	\$125
Senior Real Property Agent.....	120
Real Property Agent III.....	110
Real Property Agent II.....	105
Real Property Agent I.....	95
GIS	
GIS Manager.....	\$125
Senior GIS Analyst.....	120
GIS Analyst III.....	105
GIS Analyst II.....	95
GIS Analyst I.....	85
Administrative	
Management Analyst II.....	\$95
Management Analyst I.....	85
Senior Administrative.....	70
Administrative III.....	63
Administrative II.....	59
Administrative I.....	53

2015 Standard Fee Schedule

This schedule supersedes previously published fee schedules as of the effective date of November 1, 2014. Multi-year contracts are subject to any subsequent changes in these rates.

Staff Type	Fee Range
Engineering Staff	
Assistant Engineer	\$85.00 – \$105.00
Associate Engineer	\$110.00 – \$125.00
Senior Engineer	\$130.00 – \$160.00
Principal Engineer	\$165.00 – \$190.00
Specialists	
Associate Environmental Specialist	\$105.00 – \$135.00
Senior Environmental Specialist	\$140.00 – \$165.00
Principal Environmental Specialist	\$170.00 – \$195.00
GIS Specialist	\$100.00 – \$125.00
Associate Geologist/Hydrogeologist	\$105.00 – \$130.00
Senior Geologist/Hydrogeologist	\$135.00 – \$165.00
Water Resources Specialist	\$95.00 – \$125.00
Planning Staff	
Assistant Planner	\$65.00 – \$90.00
Associate Planner	\$95.00 – \$120.00
Senior Planner	\$125.00 – \$150.00
Principal Planner	\$155.00 – \$180.00
Technical Staff	
Assistant Technician	\$60.00 – \$90.00
Associate Technician	\$95.00 – \$110.00
Senior Technician	\$115.00 – \$130.00
Construction Services Staff	
Associate Construction Manager	\$100.00 – \$120.00
Senior Construction Manager	\$125.00 – \$140.00
Principal Construction Manager	\$145.00 – \$175.00
Construction Manager ⁽¹⁾	\$125.00 – \$145.00

Staff Type	Fee Range
Support Staff	
Administrative Assistant	\$50.00 – \$70.00
Project Administrator	\$60.00 – \$80.00
Surveying Services Staff	
LSIT Surveyor	\$85.00 – \$105.00
Licensed Surveyor	\$110.00 – \$140.00
1-Man Survey Crew	\$150.00/\$170.00 ⁽¹⁾
2-Man Survey Crew	\$200.00/\$235.00 ⁽¹⁾
2-Man Survey Crew including LS	\$240.00/\$250.00 ⁽¹⁾
1-Man CORS Survey Crew	\$170.00
2-Man CORS Survey Crew	\$220.00
<small>(Field work not including survey equipment billed at individual standard rate plus vehicle as appropriate.)</small>	
<small>(1) Prevailing wage rates shown for San Joaquin, Stanislaus, Merced, Madera, Fresno, Tulare, Kings, and Kern counties</small>	

Additional Fees

Expert Witness: As quoted.

GIS Training: As quoted.

Travel Time (for greater than one (1) hour from employee's base office):
\$70/hour minimum (unless the individual's rate is less)

Project Costs:

Mileage: IRS value + 15%

Outside Consultants: Cost + 15%

Direct Costs: Cost + 15%

MARK THOMAS & COMPANY, INC.

CHARGE RATE SCHEDULE "P"

Expires August 31, 2015*

HOURLY CHARGE RATES

PROFESSIONAL AND OFFICE

Principal	\$310.00 per hour
Structural Manager	280.00 per hour
Engineering Manager IV	280.00 per hour
Engineering Manager III	240.00 per hour
Engineering Manager II	225.00 per hour
Engineering Manager I	200.00 per hour
Survey Manager	185.00 per hour
Engineer X	200.00 per hour
Engineer IX	190.00 per hour
Engineer VIII	175.00 per hour
Engineer VII	170.00 per hour
Engineer VI	156.00 per hour
Engineer V	142.00 per hour
Engineer IV	130.00 per hour
Engineer III	118.00 per hour
Engineer II	106.00 per hour
Engineer I	98.00 per hour
Engineer Technician/Inspector IV	120.00 per hour
Engineer Technician/Inspector III	110.00 per hour
Engineer Technician/Inspector II	100.00 per hour
Engineer Technician/Inspector I	85.00 per hour
Engineer/Survey Technician Assistant	65.00 per hour
Land Surveyor II	178.00 per hour
Land Surveyor I	145.00 per hour
Project Surveyor II	145.00 per hour
Project Surveyor I	130.00 per hour
Survey Technician	100.00 per hour
Construction Inspector	130.00 per hour
PR/Communications Manager	150.00 per hour
Technical Writer	105.00 per hour
Project Coordinator III	105.00 per hour
Project Coordinator II	95.00 per hour
Project Coordinator I	80.00 per hour
Clerical/Typist II	80.00 per hour
Clerical/Typist I	70.00 per hour
Messenger	50.00 per hour

FIELD

Single Chief	\$115.00 per hour
Single Chainman	95.00 per hour
1 Person Field Chief and Vehicle	160.00 per hour
2 Person Field Party and Vehicle	235.00 per hour
3 Person Field Party and Vehicle	330.00 per hour

LANDSCAPE ARCHITECT SERVICES

Landscape Architect \$180.00 per hour

SPECIAL SERVICES

Expert Witness \$375.00 per hour

Strategic Consulting (Principal) \$375.00 per hour

OTHER DIRECT COSTS

Reimbursables including, but not limited to:

Printing and Materials, Filing Fees, and

Field Expenses

-Cost plus 5%

Outside Consultant Fees

-Cost plus 5%

**KLEINFELDER 2015 CENTRAL VALLEY FEE SCHEDULE FOR
ENVIRONMENTAL, CONSTRUCTION MANAGEMENT AND
GEOTECHNICAL/MATERIALS TESTING SERVICES**

PROFESSIONAL STAFF RATES*

Professional	\$ 112 / hour
Project Controls Professional	\$ 120 / hour
Staff Professional	\$ 125 / hour
Project Professional	\$ 155 / hour
Project Manager	\$ 165 / hour
Principal Professional	\$ 175 / hour
Senior Project Manager	\$ 215 / hour
Senior Principal Professional	\$ 215 / hour
Senior Program / Senior Client Manager.....	\$ 220 / hour

ADMINISTRATIVE/TECHNICAL STAFF RATES

Administrator	\$ 73 / hour
Project Administrator	\$ 107 / hour
Technician	\$ 75 / hour
Senior Technician	\$ 95 / hour
Construction Manager	\$ 150 / hour
Designer/Draft.....	\$ 112 / hour
Senior Designer/Draft.....	\$ 125 / hour

Kleinfelder reserves the right to adjust the fee schedule on projects not completed within 180 days from the contract signature date.

Public works projects or projects receiving public funds may be subject to Prevailing Wage laws. The above rates do not apply to projects subject to prevailing wages. Hourly rates for those projects will be supplied separately.

* Applies to all professional rates including but not limited to civil, mechanical, chemical, electrical, geotechnical and environmental engineers; industrial hygienists; geologists; hydrogeologists; hydrologists; and computer specialists.



2015-2016
(July 2015 through June 2016)

Hourly Billing Rates

Classification Hourly Rate

Principal	\$195.00	-	\$325.00
Senior Associate	\$200.00	-	\$310.00
Associate	\$130.00	-	\$210.00
Senior Engineer/Planner	\$140.00	-	\$190.00
Engineer/Planner	\$110.00	-	\$145.00
Senior Technical Support	\$125.00	-	\$175.00
Senior Administrative Support	\$110.00	-	\$140.00
Administrative Support	\$100.00	-	\$125.00
Technician	\$105.00	-	\$135.00
Intern	\$80.00	-	\$95.00

- *Other Direct Costs / Reimbursable expenses are invoiced at cost plus 10% for handling.*
- *Personal auto mileage is reimbursed at the then current IRS approved rate (57.5 cents per mile as of Jun 2015).*
- *Voice & Data Communications (Telephone, fax, computer, e-mail, etc.) are invoiced at cost as a percentage of project labor.*

TASK ORDER #1

THIS TASK ORDER #1 TO THE MASTER AGREEMENT dated _____ 2015, (hereafter referred to as “**Agreement**”) is made between the **CITY OF CHOWCHILLA**, a California municipal corporation, (herein “**City**”) and **Interwest Consulting Group**, a California Corporation, having a principal place of business at 9300 W. Stockton Blvd. Suite 105, Elk Grove, CA 95758 (herein “**Consultant**”), on _____ 2015.

1. **SCOPE OF SERVICES:** Consultant agrees to perform the following Services:

Update Chowchilla’s Urban Water Management Plan

In 2011 the City of Chowchilla developed an Urban Water Management Plan (UWMP) to the Department of Water Resources (DWR) standards. UWMPs are required to be updated and submitted to the DWR every five years. DWR’s new UWMP guidebook for preparing an UWMP and the Final Guidelines are scheduled to be released this month. Possessing an UWMP makes compliant water purveyors eligible to pursue State low interest loans and grants as they become available. The due date for filing adopted plans is July 1, 2016.

The professional engineering services to be provided by Provost & Pritchard Consulting Group, a sub-consultant to the Consultant, for this project include all work necessary to update the draft 2008 UWMP to 2015 standards for the City of Chowchilla. The plan will be prepared in conformance of State legislation and the DWR 2015 UWMP Guidebook. The Consultant team will work with the City to acquire all necessary data, coordinate with stakeholders, prepare a complete plan, and assist with a presentation to City Council for consideration of adoption, and submit the adopted plan to DWR.

2. **TIME FOR PERFORMANCE:** Consultant agrees to perform the Services pursuant to the schedule set forth below:

➤ Data Acquisition & Review	0.5 mo.
➤ Plan Preparation and Stakeholder Coordination	5.5 mo.
➤ City Review & Comment on Administrative Draft Report	1 mo.
➤ Address City’s Comments	0.5 mo.
➤ Public Review and City Council Hearing	1.5 mo.
➤ Address Public Comments	0.5 mo.
➤ Electronically Submit Report to Dept. of Water Resources	0.5 mo.

3. **ADDITIONAL TERMS:**

4. **FORCE AND EFFECT:** This Task Order is incorporated into the Master Agreement, dated _____, 2015. Except as amended herein, all terms and

conditions of the Master Agreement shall be applicable to the performance of this Task Order.

IN WITNESS WHEREOF, the parties have executed this Task Order to be effective on the date executed by City.

CONSULTANT NAME:
Interwest Consulting Group

(Must be signed by two officers of the corporation, one of which is the Financial Officer)

Tax ID

No.: _____

Date: _____

(Signature)

(Signature)

(Print Name)

(Print Name)

(Title)

(Title)

CITY OF CHOWCHILLA:

Date: _____

Brian Haddix, City Administrator

ATTEST: _____

ORIGINAL APPROVED AS TO FORM:

Joann McClendon, Interim City Clerk

Dave Ritchie, City Attorney

ORIGINAL APPROVED AS TO CONTENT:

Craig Locke, Public Works Director

**EXHIBIT A INSURANCE
REQUIREMENTS TO
CONSULTANT SERVICES AGREEMENT**

Consultant shall, at all times it is performing Services under this Agreement, provide and maintain insurance in the following types and with limits in conformance with the requirements set forth below. Consultant acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amount of coverage required. Any insurance proceeds available to Consultant in excess of the limits and coverage required in this Agreement and that is applicable to a given loss will be available to City.

1. Commercial General Liability Insurance, occurrence form, using Insurance Services Office ("ISO") "Commercial General Liability" policy form CG 00 01 or an approved equivalent. Defense costs must be paid in addition to limits. There shall be no cross liability exclusion for claims or suits by one insured against another. Limits are subject to review, but in no event shall be less than **TWO MILLION DOLLARS (\$2,000,000)** each occurrence and twice that amount in the aggregate.
2. Business Auto Coverage on ISO Business Automobile Coverage form CA 00 01 including symbol 1 (Any Auto) or an approved equivalent. Limits are subject to review, but in no event shall be less than **ONE MILLION DOLLARS (\$1,000,000)** each occurrence. If Consultant or its employees will use personal autos in any way related to the performance of this Agreement, Consultant shall provide evidence of personal auto liability coverage for each such person.
3. Workers Compensation on a state-approved policy form providing statutory benefits as required by law with employer's liability insurance, with minimum limits of **ONE MILLION DOLLARS (\$1,000,000)** per occurrence.
4. Professional Liability or Errors and Omissions Insurance as appropriate shall be written on a policy form coverage specifically designed to protect against negligent acts, errors or omissions of the Consultant and "Covered Professional Services" as designated in the policy must include the type of work performed under this Agreement. The policy limit shall be no less than **TWO MILLION (\$2,000,000)** per claim and in the aggregate.
5. Insurance procured pursuant to these requirements shall be written by insurers that are authorized to transact the relevant type of business in the State of California and with an A.M. best rating of A- or better and a minimum financial size VII.
6. General conditions pertaining to provision of insurance coverage by Consultant. Consultant and City agree to the following with respect to insurance provided by Consultant:

- a. Consultant agrees to have its insurer endorse the third party general liability and auto coverage required herein to include as additional Insureds City, its officials, employees and agents.
- b. No liability insurance coverage provided to comply with this Agreement, except the Business Auto Coverage policy, shall prohibit Consultant, or Consultant's employees, or agents, from waiving the right of subrogation prior to a loss. Consultant agrees to waive subrogation rights against City regardless of the applicability of any insurance proceeds.
- c. Commercial general liability insurance coverage and limits provided by Consultant and available or applicable to this Agreement through the "per project aggregate limit" are intended to apply to the full extent of the policy. Nothing contained in this Agreement or any other Agreement relating to the City or its operations limits the application of such insurance coverage.
- d. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind pertaining to this project that has not been first submitted to City and approved of in writing.
- e. No liability policy shall contain any provision or definition that would serve to eliminate so-called "third party action over" claims, including any exclusion for bodily injury to an employee of the insured or of any contractor or subcontractor.
- f. Consultant shall not make any reductions in scope of coverage (e.g. elimination of contractual liability or reduction of discovery period) that may affect City's protection without City's prior written consent.
- g. Proof of compliance with these insurance requirements, consisting of certificates of insurance evidencing all of the coverages required and an additional insured endorsement to Consultant's general liability policy, shall be delivered to City at or prior to the execution of this Agreement. In the event such proof of any insurance is not delivered as required, or in the event such insurance is canceled at any time and no replacement coverage is provided, City may terminate this Agreement in accordance with the provisions of this Agreement.
- h. Certificate(s) are to reflect that the insurer will provide 30 days' notice to City of any cancellation of coverage. Consultant agrees to require its insurer to modify such certificates to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, or that any party will "endeavor" (as opposed to being required) to comply with the requirements of the certificate.
- i. It is acknowledged by the parties of this Agreement that all insurance coverage required to be provided by Consultant or any subcontractor, is intended to apply first and on a primary, noncontributing basis in relation to any other insurance or self - insurance available to City.
- j. Consultant agrees not to self-insure or to use any self-insured retentions or deductibles on any portion of the insurance required herein. If Consultant's

existing coverage includes a deductible or self-insured retention, the deductible or self-insured retention must be declared to the City prior to execution of this Agreement. At that time the City shall review options with the Consultant, which may include reduction or elimination of the deductible or self-insured retention, substitution of other coverage, or other solutions.

- k. Consultant acknowledges and agrees that any actual or alleged failure on the part of City to inform Consultant of non-compliance with any insurance requirement in no way imposes any additional obligations on City nor does it waive any rights hereunder in this or any other regard.
- l. Consultant shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Proof that such coverage has been ordered shall be submitted prior to expiration. A coverage binder or letter from Consultant's insurance agent to this effect is acceptable. A certificate of insurance and/or additional insured endorsement as required in these specifications applicable to the renewing or new coverage must be provided to City within five days of the expiration of the coverage.
- m. The provisions of any workers' compensation or similar act will not limit the obligations of Consultant under this Agreement. Consultant expressly agrees that any statutory immunity defenses under such laws do not apply with respect to City, its employees, officials and agents.
- n. Consultant agrees to provide immediate notice to City of any claim or loss against Consultant arising out of the work performed under this Agreement. City assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve City.



REPORT TO THE CITY COUNCIL

Council Meeting of November 10, 2015

Agenda Section: New Business

SUBJECT: **Consideration of a Council Resolution Approving the Appointment of Arthur J. Gallagher & Co. as Employee Benefits Broker of Record and Authorizing the City Administrator to Execute all related documents.**

Prepared By: Rod Pruett, Finance Director

Approved By: Brian Haddix, City Administrator

RECOMMENDATION:

Staff recommends approval of a resolution, approving Arthur J. Gallagher & Co. as the Employee Benefits Broker of Record.

HISTORY / BACKGROUND:

To ensure that the City of Chowchilla and its employees were receiving the best services available from their broker of record for employee benefits an RFP was issued. The current broker of record was informed that this action would be taking place and that the City would include their firm; the RFP was sent to 18 brokerage firms. The City received 9 responses to the RFP; after careful review it was determined that Arthur J. Gallagher & Co. would provide the best services for the City.

The current Broker of Record requires a 30 day notice to terminate the current contract which will be made upon adoption of the attached resolution.

Staff is recommending that the City Administrator be authorized to execute all documents related to the appointment of Arthur J. Gallagher & Co. as the City of Chowchilla's Employee Benefits Broker of Record and any plan amendments that are required by this appointment; ensuring there is no increased cost to the City.

FINANCIAL IMPACT:

The change in brokers will save the City of Chowchilla \$800 per month in Administration costs for the first couple months with the potential to save \$1,200 per month when an insurance plan is selected. That is just the Administration cost but we hope to see savings in the actual health insurance costs as well.

ATTACHMENTS:

Resolution
Consulting Contract

COUNCIL RESOLUTION # -15

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHOWCHILLA APPROVING THE APPOINTMENT OF ARTHUR J. GALLAGHER & CO. AS EMPLOYEE BENEFITS BROKER OF RECORD AND AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE ALL RELATED DOCUMENTS

WHEREAS, the City of Chowchilla has solicited services for an Employee Benefits Broker of Record; and,

WHEREAS, staff has received and evaluated the qualifications, experience, and references of nine prospective service providers based on proposals received on September 29, 2015; and,

WHEREAS, Arthur J. Gallagher & Co. located at 405 River Park Place West, Suite 605 Fresno, CA 93720, was found to be qualified to provide such services; and,

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

1. The above recitals are true and correct.
2. The City Administrator is hereby authorized and directed to execute all contracts with Arthur J. Gallagher & Co.
3. This Resolution is effective immediately upon adoption.

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

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

John Chavez, Mayor

ATTEST:

Joann McClendon, CMC
Interim City Clerk

CONSULTING AGREEMENT

This Consulting Agreement (this "Agreement") is made by and between Arthur J. Gallagher & Co., ("Gallagher") and The City of Chowchilla (the "Client").

The Client wishes to enter into a consulting relationship with Gallagher on the terms and conditions set forth in this Agreement, and Gallagher is willing to accept such a consulting relationship.

In consideration of and in reliance upon the previous paragraph and the terms and conditions contained in this Agreement, the Client and Gallagher agree as follows:

1. Engagement

The Client engages Gallagher as an employee benefits consultant as stated in this Agreement and Gallagher accepts this engagement. During the time that Gallagher is performing services for the Client under this Agreement, and for all purposes outlined in this document, Gallagher's status will be that of an independent contractor of the Client.

2. Term and Termination

The Effective Date of this Agreement is 11/10/2015. The term of Gallagher's engagement under this Agreement (the "Consulting Period") will begin as of the Effective Date and will remain in effect for one (1) year from the Effective Date. **The Consulting Period will be automatically extended for an additional year on each anniversary of the Effective Date.** Either party may terminate this Agreement by giving the other party at least thirty (30) days written notice of its intent to terminate. In the event such termination is effective during the Consulting Period (including any renewed Consulting Period), Client shall be responsible to Gallagher for any services performed prior to the date of termination and Gallagher shall be responsible to Client to continue to provide services until the date of termination of this Agreement.

3. Services

Gallagher will provide employee benefits management consulting services to the Client and consult with its employees, representatives, agents and contractors as to such matters as more fully described in Exhibit A attached to this Agreement and incorporated herein. Gallagher will perform other services as the Client and Gallagher mutually agree in writing.

4. Compensation

Subject to any changes as may be mutually agreed by the parties, Gallagher will receive, as compensation for its services under this Agreement, fees in the amount of \$ 4,800 per year, which amount will be billed in equal monthly installments of \$400.

For additional information regarding Gallagher compensation, please see the Gallagher revenue disclosure policy and schedule set forth in Exhibit B.

In the event an insurance company cancels or refuses to renew an insurance coverage that had been placed by Gallagher, on behalf of the Client, Gallagher will use its best efforts to obtain appropriate replacement coverage from another insurance company.

5. *Performance and Scope*

(a) Gallagher Not a Fiduciary Under ERISA. To the extent that one or more of the Client's employee benefit plans are subject to the Employee Retirement Income Security Act of 1974, as amended ("ERISA") and in spite of any other provision of this Agreement to the contrary, the parties agree and acknowledge that:

(i) Gallagher's services under this Agreement are not intended in any way to impose on Gallagher or any of its affiliates a fiduciary status under ERISA; and

(ii) this Agreement does not provide Gallagher, and the Client will not cause or permit Gallagher to assume, without prior written consent of Gallagher, any:

(A) discretionary authority or discretionary control respecting management of any "employee benefit plan" within the meaning of Section 3(3) of ERISA (an "ERISA Plan"),

(B) authority or control respecting management or disposition of the assets of any ERISA Plan, or

(C) discretionary authority or discretionary responsibility in the administration of any ERISA Plan.

(b) Reliance. In the performance of its duties, Gallagher may rely upon, and will have no obligation to independently verify the accuracy, completeness, or authenticity of, any written instructions or information provided to Gallagher by the Client or its designated representatives and reasonably believed by Gallagher to be genuine and authorized by the Client.

(c) No Practice of Law. Gallagher will not be obligated to perform, and the Client will not request performance of, any services which may constitute unauthorized practice of law. The Client will be solely responsible for obtaining any legal advice, review or opinion as may be necessary to ensure that its own conduct and operations, including the engagement of Gallagher under the scope and terms as provided herein, conform in all respects with applicable State and Federal laws and regulations (including ERISA, the Internal Revenue Code, State and securities laws and implementing regulations) and, to the extent that the Client has foreign operations, any applicable foreign laws and regulations.

(d) Subcontractors. Gallagher may cause another person or entity, as a subcontractor of Gallagher, to provide some of the services required to be performed by Gallagher hereunder; provided, that Gallagher shall remain responsible for all acts and omissions of any such subcontractors (each of which shall be bound by Gallagher's obligations under this Agreement). Gallagher shall seek prior written approval from Client for any subcontractors providing substantive consulting, professional or managerial services. Prior written approval shall not be required for clerical, office, secretarial, IT back-up, administrative or similar support services.

(e) Conflict of Interest. Gallagher's engagement under this Agreement will not prevent it from taking similar engagements with other clients who may be competitors of the Client. Gallagher will, nevertheless, exercise care and diligence to prevent any actions or conditions which could result in a conflict with Client's best interest.

(f) Acknowledgements. In connection with Gallagher's services under this Agreement, Client agrees that:

(i) Although Gallagher will apply its professional judgment to access those insurance companies it believes are best suited to insure the Client's risks, there can be no assurance that the insurance companies Gallagher has accessed are the only or are the best suited ones to insure the Client's risks.

(ii) Any compensation of the types described above and disclosed to it does not constitute a conflict of interest and the Client expressly waives any claims alleging any such conflict of interest.

(iii) The final decision to choose any insurance company has been made by the Client in its sole and absolute discretion. The Client understands and agrees that Gallagher does not take risk, and that Gallagher does not guarantee the financial solvency or security of any insurance company.

(iv) The compensation payable to Gallagher is solely for the services set forth under this Agreement, including Exhibit A. Any additional administrative, claims representative or other services (collectively, "Additional Services") will be governed by the terms of a separate agreement covering the Additional Services.

(v) The Client is responsible for immediate payment of Gallagher's fees (if applicable) and payment of premiums for all insurance placed by Gallagher on Client's behalf. If any amount is not paid in full when due, including premium payments to insurance companies, that nonpayment will constitute a material breach of this Agreement that will allow Gallagher to immediately terminate this Agreement, at its option, without notice to the Client, and may allow an insurance company for the Client's risks to cancel any applicable policies in accordance with the terms of such policies.

6. Confidentiality

(a) Client Information. Gallagher recognizes that certain confidential information may be furnished by the Client to Gallagher in connection with its services pursuant to this Agreement ("Confidential Information"). Gallagher agrees that it will disclose Confidential Information only to those who, in Gallagher's reasonable determination, have a need to know such information. Confidential Information will not include information that (i) is in the possession of Gallagher prior to its receipt of such information from the Client, (ii) is or becomes publicly available other than as a result of a breach of this Agreement by Gallagher, or (iii) is or can be independently acquired or developed by Gallagher without violating any of its obligations under this Agreement. However, disclosure by Gallagher of any Confidential Information pursuant to the terms of a valid and effective subpoena or order issued by a court of competent jurisdiction, judicial or administrative agency or by a legislative body or committee will not constitute a violation of this Agreement.

(b) HIPAA Privacy. Gallagher and the Client will each comply with any prohibitions, restrictions, limitations, conditions, or other requirements to the extent they apply to them directly or indirectly pursuant to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and its implementing regulation concerning privacy of individually identifiable health information as set forth in 45 CFR Parts 160-164, as amended from time to time. Where required, the Client, as a representative of the health plans and Gallagher will enter into a separate Business Associate Agreement.

(c) Use of Names; Public Announcements. No party will use, in any commercial manner, the names, logos, trademarks or other intellectual property of the other party without its prior written consent. Except as may be required by law, no party will issue any press releases or make any public announcements of any kind regarding the relationship between the parties without the other party's prior consent.

7. *Indemnification Rights and Limitation of Liability*

(a) Indemnification. Each party (“Indemnifying Party”) will promptly defend, indemnify and hold the other party (“Indemnified Party”) harmless from and against any and all claims, suits, actions, liabilities, losses, expenses or damages which the Indemnified Party may incur as a result of any violation by the Indemnifying Party of any law, or any loss or expense to the Indemnified Party caused by the misrepresentation, negligent act or omission, or any breach of any of the Indemnifying Party’s obligations under this Agreement.

(b) Limitation of Liability. Notwithstanding any other term or provision of this Agreement, each party shall only be liable for actual damages incurred by the other party, and shall not be liable for any indirect, consequential or punitive damages. Furthermore, the aggregate liability under this Agreement, if any, of either party to the other for claimed losses or damages shall not exceed \$20,000,000. This provision applies to the fullest extent permitted by applicable law.

8. *Notices*

Any notices, requests and other communications pursuant to this Agreement will be in writing and will be deemed to have been duly given, if delivered in person or by courier or sent by express, registered or certified mail, postage prepaid, addressed as follows:

If to the Client: City of Chowchilla
Attention: City Clerk
130 S Second Street
Chowchilla, CA 93610

If to Gallagher: Arthur J. Gallagher & Co.
Attention: Alan Thaxter
45 River Park Place West, Suite 605
Fresno, CA 93720

Either party may, by written notice to the other, change the address to which notices to such party are to be delivered or mailed.

9. *Miscellaneous*

(a) Severability. The various provisions and subprovisions of this Agreement are severable and if any provision or subprovision or part thereof is held to be unenforceable by any court of competent jurisdiction, then such enforceability will not affect the validity or enforceability of the remaining provisions or subprovisions or parts thereof in this Agreement.

(b) Entire Agreement; Amendment. This Agreement, including all exhibits hereto, constitutes the entire agreement between the parties and supersedes all prior agreements and understandings, whether oral or written, between the parties regarding the subject matter hereof. Except for changes in carriers and/or lines of coverage noted in Exhibit B which may occur upon unilateral approval of the Client, this Agreement may be modified or amended only by a written instrument executed by both parties.

(c) Governing Law; Rule of Construction. This Agreement will be construed, interpreted and enforced in accordance with the laws of the State of State where Client is legally situated without giving effect to the choice of law principles thereof or any canon, custom or rule of law requiring construction against the drafter.

(d) Successors. This Agreement shall be binding upon and shall inure to the benefit of all

assigns, transferees and successors in the interest of the parties hereto.

(e) Counterparts. This Agreement may be executed by the parties in several counterparts, each of which shall be deemed to be an original copy.

(f) Survival of Provisions. Sections 5(a), 6 and 7 will survive the termination of this Agreement.

**[The remainder of this page intentionally left blank.
The parties' signatures appear on the following page.]**

IN WITNESS WHEREOF, the parties hereto have caused this Consulting Agreement to be duly executed on the date first written above.

FULL LEGAL CLIENT NAME

By: _____
Name: _____
Title: _____
Date: _____

CHOOSE ENTITY NAME

By: _____
Name: _____
Title: _____
Date: _____

EXHIBIT A SCOPE OF SERVICES

Subject to any changes and additions as may be mutually agreed by the parties in writing, availability and delivery of data from the insurance carrier and other third party vendors, Gallagher will provide the following services:

CONSULTING SERVICES PROVIDED ON AN “AS NEEDED” BASIS

RENEWAL ANALYSIS:

- Review and evaluate carrier projections
- Prepare “shadow” renewal projection
- Create financial modeling reports using proprietary Apex software
- Coordinate carrier negotiations
- Create employee contribution modeling reports
- Review identified benchmarks of projected plan costs
- Develop “working” rates for Client analysis and approval
- Assist with budget projections
- Provide renewal alternatives with cost impact of benefit plan changes

PERIODIC PLAN FINANCIAL REPORTS: (FREQUENCY TO BE MUTUALLY AGREED UPON)

- Summary of plan costs
- Analysis of actual vs. budget
- Employee contributions
- Large claims tracking
- Identification of costs for specific line of coverage
- Comparison of plan costs to aggregate stop-loss projections, if applicable
- Utilization review
- Comparison to prior claim period
- Plan trends

ANNUAL FINANCIAL REPORTS (END OF YEAR ACCOUNTING):

- Executive summary of program expenses
- Comparison of current costs to renewal costs
- Incurred But Not Reported (IBNR) claims analysis
- Overview of specific Stop-loss projections
- Future plan costs projections
- Dollars saved by contract negotiation
- Percent of benefit dollars paid by employee
- Claims by size
- Physician visit details
- Benefits paid by type of service
- Plan funding/budget comparison
- Fixed expense comparison

LEGISLATIVE AND CORPORATE COMPLIANCE SUPPORT:

- Provide legislative updates, including Technical Bulletins and Directions newsletters
- Evaluate plan design to assist with compliance with state and federal regulations
- Review benefit plan documents, including summary plan descriptions, contracts, employee summaries, and policies/procedures
- Conduct periodic seminars on regulatory issues
- Assist with the review and evaluation of COBRA and HIPAA compliance procedures

- Provide general information and guidance to assist with compliance with ERISA, FMLA, USERRA, Medicare Part D and other Federal legislation that directly affects the administration of plan benefits
- Provide template or sample compliance notices, certificates of creditable coverage and enrollment forms as reasonably requested by Client

CARRIER MARKETING AND NEGOTIATIONS, AS DIRECTED BY CLIENT:

- Work with Client to develop a strategy to identify goals, analyze program costs and review both current and alternative funding arrangements
- Manage the renewal process with the current carrier to control costs
- Implement carrier renewal strategies with Client
- Develop timeline covering every aspect from RFP preparation to the delivery of employee communications
- Provide analysis of employee disruption report and preparation of geo-access report
- Provide analysis of discounts offered by various carriers by using CPT codes and carrier pricing data
- Manage RFP development that tailors the RFP to the desires, needs and financial directions provided by Client
- Explore alternative funding solutions
- Evaluate vendor responses to track variations in coverage and costs as they are identified
- Conduct finalist interviews to investigate and document intangibles such as personalities, service orientation and responsiveness
- Draft renewal analysis report, based on renewal negotiation, covers program and claims cost projections as well as complete information on benefit designs
- Facilitate decision process by coordinating close collaboration and discussions among the Gallagher team and Client

DAY TO DAY ADMINISTRATIVE ASSISTANCE

EMPLOYEE EDUCATION PROGRAMS:

- Facilitate focus groups
- Monthly benefit communication directed to employees
- Educational meetings on coverage and trends

COMMUNICATION MATERIALS:

- Assist with the drafting and distribution of participant Satisfaction Surveys
- Assist with the drafting and distribution of Open Enrollment-New Member Orientation summary information and any other communications pertaining to the health and welfare program
- Provide annual open enrollment guidance and employee meeting materials
- Assist with marketing and oversight of Customized Enrollment Materials (if elected)
- Assist with participant wellness initiatives, as directed by Client

BENEFIT ADMINISTRATION ASSESSMENT:

- Periodic evaluation of internal plan enrollment and benefit termination processes
- Review, coordinate and implement Client agreed upon plan “best practices” to help limit plan liability and increase participant satisfaction
- Help identify opportunities for streamlining and improving administration procedures

MARKET BENCHMARKING STUDIES:

- Local Area Surveys
- Industry Surveys

MERGER AND ACQUISITION:

- Project claim liability and cost implications of active employee health welfare benefits plan integration or consolidation, as requested by Client
- Provide coverage comparison analysis and recommendations as to plan design, carrier selections and funding mechanisms
- Provide disruption analysis reports
- Assist with employee meetings to introduce integrated program(s) or plan changes

BENEFIT PLAN DESIGN (OR REDESIGN):

- Help Client identify business and HR objectives that impact benefits
- Review with Client possible benefit strategies to meet their objectives
- Help Client evaluate/review current scope of benefits package – e.g., types & levels of coverage
- Work with Client to develop funding and contribution strategies
- Assist with budget projections for design alternatives

EXHIBIT B
COMPENSATION DISCLOSURE STATEMENT

What follows is the disclosure of our actual fees and/or commissions related to Client’s Group Health Plan(s) and any relationships, or agreements Gallagher has with the insurance company involved in this transaction. Gallagher, as agent of record, will receive the following initial and renewal sale commissions expressed as percentage of gross premium payments, or fees as agreed upon by Client:

Line of Coverage	Insurance Company	Effective Date	Commission ¹ / Supplemental Compensation ²	Direct Fees ³
		xx/xx/20xx		

If needed insert additional supp comp information – if extra space is not needed then delete this statement

It should also be noted that:

- **Gallagher** is not an affiliate of the insurer whose Contract is recommended. This means the insurer whose contract is recommended does not directly or indirectly have the power to exercise a controlling influence over the management or policies of **Gallagher**.
- **Gallagher’s** ability to recommend other insurance contracts is not limited by an agreement with the Insurance Carrier.
- **Gallagher** is effecting the transaction for the Plan(s) in the ordinary course of **Gallagher business**.
- The transaction set forth is at least as favorable to the Plan(s) as an arm’s length transaction with an unrelated party.
- **Gallagher** is not a trustee of the Plan(s) and is neither the Plan Administrator of the Plan(s), a fiduciary of the Plan(s), nor an employer which has employees in the Plan(s).

For Employers and Plan Sponsors Subject to ERISA: This Disclosure Statement is being given to the Client (1) to make sure Client knows about Gallagher’s and Gallagher affiliates’ income before purchasing the insurance product and (2) for plans subject to ERISA, to comply with the disclosure, acknowledgment and approval requirement of Prohibited Transaction Class Exemption No. 84-24⁴, which protects both Client and Gallagher⁵. Disclosure must be made to an independent plan fiduciary for the ERISA Plan(s), and Client acknowledges and confirms that this is a reasonable transaction in the best interest of participants in its ERISA Plan(s).

¹ Commissions include all commissions/fees paid to Gallagher that are attributable to a contract or policy between a plan and an insurance company, or insurance service. This includes indirect fees that are paid to Gallagher paid by a third party, and includes, among other things, the payment of “finders’ fees” or other fees to Gallagher for a transaction or service involving the plan.
² Gallagher companies may receive supplemental compensation referred to in a variety of terms and definitions, such as contingent commissions, additional commissions and supplemental commission.
³ Direct Fees include compensation to Gallagher paid for directly by the plan sponsor/Client.
⁴ Which allows an exemption from a prohibited transaction under Section 408(a) of the **Employee Retirement Income Security Act of 1974 (ERISA)**.
⁵ In making these disclosures, no position is taken, nor is one to be inferred, regarding the use of assets of a plan subject to ERISA to purchase such insurance.

For more information on Gallagher's compensation arrangements, please visit www.ajg.com/compensation. In the event a client wishes to register a formal complaint regarding compensation Gallagher receives, please send an email to Compensation_Complaints@ajg.com or send a letter to: AVC Compliance Officer, c/o Internal Audit Department, Arthur J. Gallagher & Co., Two Pierce Place, Itasca, IL 60143.



REPORT TO THE CITY COUNCIL

Council Meeting of November 10, 2015

Agenda Section:	<u>New Business</u>
SUBJECT:	Consideration of a Financial Support Request by the Chowchilla-Madera County Fair
Prepared By:	<u>Joann McClendon, Interim City Clerk</u>
Authorized By:	<u>Rod Pruett, Finance Director</u>
Approved By:	<u>Brian Haddix, City Administrator</u>

RECOMMENDATION:

Staff has no recommendation; this is Council's discretion.

HISTORY / BACKGROUND:

The Chowchilla Fair and Event Center has forwarded a request for financial support to assist with a bid for the American Cowboy Team Roping Association finals to be held on September 15-18, 2016. If the event was held in Chowchilla it would mean a slight increase in our Transient Occupancy Tax (TOT) and Sales Tax and a considerable increase in business for our local businesses.

Mr. Scurfield will be present at Tuesday night's meeting to address the Council.

FINANCIAL IMPACT:

The financial impact could be up to \$5,000 and partially offset by the increase in TOT and Sales Tax.

ATTACHMENTS:

Chowchilla Fair Request



November 1, 2015

Chowchilla City Council,

I was advised that ACTRA, American Cowboy Team Roping Association, is very interested again in having us bid on their finals scheduled for September 15-18, 2016. This is a huge four day team roping and has been held at the Stanislaus fairgrounds in Turlock. This event will rent our entire property for an expected 2,300 plus teams and over 100 all girl teams entries or about 4,800 participants. We will have both of our large covered pavilions used for their roping arenas and will have approx. 350 horse stalls along with holding pens and shoots for 400+ steers.

This event will fill your lodging facilities and restaurants along with participants buying fuel, feed, tack, auto parts, groceries, propane and so on. This event will mean a great shot in the arm to our facility, as well. I just met with the National President and as a resident of Chowchilla he would love to see the event here. They are meeting to review bids on Friday, November 13 and I will be submitting our bid to him on Thursday the 12th.

I am again requesting \$5,000.00 support which is what you approved for our 2013. You did not have to invest when the bid went to Turlock. This support will be a big help to keep the bid down to allow us to win it and have the opportunity to bring business here. We hope you will approve this request which will help solidify our bid and bring the always needed revenue to the City businesses and the Fair.

Respectfully Submitted,



John Scurfield, CEO



REPORT TO THE CITY COUNCIL and SUCCESSOR AGENCY OVERSIGHT BOARD

Meeting of November 10, 2015

Agenda Section: New Business

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

Revised By: Sherri Dueker, Accounting Manager

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

Approved By: Brian Haddix, City Administrator

RECOMMENDATION:

Adopt a Resolution authorizing the City Administrator 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 Successor Agency 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 Successor Agency 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. In addition, the taxing entities benefit further with a more efficient and quick solution to the lawsuit between the City of Chowchilla, Successor Agency and the Greenhills Partners, LLC and thereby allow the completion and dissolution of the Successor Agency.

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±.

The form of the Revised Settlement has been approved by the City Council and Successor Agency on September 8, 2015. Once 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 Successor Agency transferring real property to Plaintiff, the Revised Settlement Agreement provides the Successor Agency with the option of settling the claim monetarily with Successor Agency proceeds at the cost basis with which the liability was incurred.

ATTACHMENTS:

Resolutions (City Council & Successor Agency)

CITY COUNCIL RESOLUTION # -15

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHOWCHILLA AUTHORIZING THE CITY ADMINISTRATOR 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 City Administrator is authorized to execute a settlement agreement resolving the litigation on the following terms and conditions:
3. The Successor Agency 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 Successor Agency 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 Successor Agency 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 achieves 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.
11. The Successor Agency Oversight Board finds the Amendment to the Greenhills Settlement Agreement meets H&S Code Section 34181(e) requirements because the renegotiated terms of the settlement agreement provides a greater opportunity for the Successor Entity to reduce its liabilities and potentially increase revenues by expediting the dissolution of the Successor Agency thereby reducing administrative and carrying costs.

* * * * *

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

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

John Chavez, Mayor

ATTEST:

Joann McClendon, CMC
Interim City Clerk

**RESOLUTION OF THE SUCCESSOR AGENCY OF THE CITY OF CHOWCHILLA
AUTHORIZING THE CITY ADMINISTRATOR 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 City Administrator is authorized to execute a settlement agreement resolving the litigation on the following terms and conditions:
3. The Successor Agency 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 Successor Agency 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 Successor Agency 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 achieves 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.
11. The Successor Agency Oversight Board finds the Amendment to the Greenhills Settlement Agreement meets H&S Code Section 34181(e) requirements because the renegotiated terms of the settlement agreement provides a greater opportunity for the Successor Entity to reduce its liabilities and potentially increase revenues by expediting the dissolution of the Successor Agency thereby reducing administrative and carrying costs.

* * * * *

PASSED AND ADOPTED by the Successor Agency of the City of Chowchilla this 10th day of November, 2015 by the following vote to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

John Chavez, Chair

ATTEST:

Joann McClendon, CMC
Board Clerk



REPORT TO THE CITY COUNCIL

Council Meeting of November 10, 2015

Agenda Section:	<u>New Business</u>
SUBJECT:	Consideration of a Council Resolution Approving the Appointment of the Finance Director as the Public Agency Retirement System (PARS) Plan Administrator
Prepared By:	<u>Rod Pruett, Finance Director</u>
Approved By:	<u>Brian Haddix, City Administrator</u>

RECOMMENDATION:

Staff recommends approval of a resolution, appointing the Finance Director, or his/her successor or his/her designee, as the City's Plan Administrator for the Public Agency Retirement System (PARS)

HISTORY / BACKGROUND:

In accordance with the Omnibus Budget Reconciliation Act (OBRA) passed in 1990, all employees who are not participating in either the Public Employees Retirement System (PERS) program or a Social Security withholding program were to be provided an alternate retirement program as of January 1, 1992.

The City of Chowchilla approved the Public Agency Retirement System (PARS) for employees that are not eligible for the Public Employees Retirement System (PERS).

Creation of the plan and the on-going management of the program requires the designation of a plan administrator. The Plan Administrator use to be the Assistant City Administrator position which is unfilled. It is recommended to have the Finance Director serve as the permanent plan administrator. By appointing a position instead of a person, this allows for transition without interruption in the future.

FINANCIAL IMPACT:

No financial impact or change.

ATTACHMENTS:

Resolution

COUNCIL RESOLUTION # -15

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHOWCHILLA
APPROVING APPOINTMENT OF PUBLIC AGENCY RETIREMENT SYSTEM (PARS) PLAN
ADMINISTRATOR**

WHEREAS the City of Chowchilla is a member of the Public Agency Retirement System (PARS), a governmental trust, for the purpose of providing tax qualified retirement benefits,

WHEREAS the City has made available the City of Chowchilla PARS 457 FICA Alternative Retirement Plan;

WHEREAS on August 23, 2010, the Council appointed the Assistant City Administrator, or his/her successor or his/her designee to serve as Plan Administrator for the City of Chowchilla PARS 457 FICA Alternative Retirement Plan; and

WHEREAS the Assistant City Administrator further designated the City Clerk, or his/her successor or his/her designee, as the Plan Administrator's designee for the aforementioned Plan; and

WHEREAS the position of Assistant City Administrator no longer exists and the City desires to appoint a Plan Administrator for the ongoing administration of the City of Chowchilla PARS 457 FICA Alternative Retirement Plan.

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

1. The City Council hereby appoints the Finance Director, or his/her successor or his/her designee as the City's Plan Administrator for the City of Chowchilla PARS 457 FICA Alternative Retirement Plan; and
2. The City's Plan Administrator is hereby authorized to execute the PARS legal documents on behalf of the City and to take whatever additional actions are necessary to maintain the City's participation in PARS and to maintain PARS compliance of any relevant regulation issued or as may be issued; therefore, authorizing him/her to take whatever additional actions are required to administer the City's PARS plan.

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

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

John Chavez, Mayor

ATTEST:

Joann McClendon, CMC
Interim City Clerk



REPORT TO THE CITY COUNCIL and SUCCESSOR AGENCY OVERSIGHT BOARD

Meeting of November 10, 2015

Agenda Section: New Business

SUBJECT: **Adopt Resolution Approving the Amendment to the Loan Repayment Agreement between the City of Chowchilla and the City of Chowchilla Successor Agency for Advanced Funding from the General Fund to the Successor Agency to meet Debt Obligations due to RPTTF Shortfall**

Prepared By: Sherri Dueker, Accounting Manager

Authorized By: Rod Pruett, Finance Director

Approved By: Brian Haddix, City Administrator

RECOMMENDATION:

Adopt the resolution for Amendment to the Loan Agreement, approved on May 14, 2015, to increase loan amount reimbursing the General Fund from Successor Agency due to RPTTF shortfall.

HISTORY / BACKGROUND:

The Successor Agency has experienced RPTTF (Redevelopment Property Tax Trust Fund) shortfalls for ROPS periods 13/14A (7/1 thru 12/31/2013), 13/14B 1/1 thru 6/30/2014, 14/15A 7/1 thru 12/31/2014, which left the Successor Agency unable to meet DOF approved debt obligations. These shortfalls are caused by the difference of RPTTF received by Madera County and what is approved by the DOF. In each of these ROPS periods there was a lack of adequate resources from RPTTF to cover the expenses generated and required the General Fund to fund the difference. The loan repayment request has been submitted and approved, in the 15/16A ROPS, by the Oversight Board in the February 26, 2015 meeting. The amount requested is \$332,233 and is shown in the attached Loan Repayment Agreement, (Attachment A). The Successor Agency again experienced an RPTTF shortfall in the ROPS period 14/15B, in the amount of \$25,159. This increases the total loan repayment amount to \$357,392. It is required by DOF, the City of Chowchilla submit Amendments to original Loan Agreement in order to increase the loan repayment obligation for each period there is a shortfall. The City is increasing the loan amount for the shortfall that occurred in ROPS period 15/16B.

SPECIAL INSTRUCTIONS:

Approve, Amended Loan Agreement to be forwarded to Department of Finance and County Auditor Controller.

ATTACHMENTS:

Amendment to Loan Agreement
Resolutions (City & Successor Agency)
Original Approved Loan Repayment Agreement, dated May 14th 2015 (Attachment A)

AMENDMENT TO LOAN AGREEMENT

(Between City of Chowchilla and Successor Agency)

This Amendment to Loan Repayment Agreement (“Agreement”) is entered into as of November 11, 2015, by and between the City of Chowchilla, a municipal corporation (“City”) and the Chowchilla Successor Agency, a separate legal entity (“Successor Agency”), in its capacity as the successor in interest to the Redevelopment Agency of the City of Chowchilla (the “Dissolved RDA”) pursuant to Health and Safety Code Section 34173.

RECITALS

A. The City and the Successor Agency entered into that certain Loan Agreement dated as of May 14, 2015 pursuant to which the City agreed to lend, and the Successor Agency agreed to borrow, a loan in the amount Three Hundred Thirty-Two Thousand Two Hundred Thirty-Three Dollars (\$332,233). Terms used, but not defined, in this First Amendment shall have the meaning set forth in the Agreement.

B. The City and the Successor Agency desire to enter into this First Amendment to amend the Agreement to increase the principal amount of the Loan by Twenty Five Thousand One Hundred Fifty-Nine Dollars (\$25,159) to bring total loan amount to Three Hundred Fifty-Seven Thousand Three Hundred Ninety-Two Dollars (\$357,392). Terms used, but not defined, in this First Amendment shall have the meaning set forth in the Loan Agreement.

ARTICLE 1. AMENDMENT TO LOAN

Section 1. Increase in Loan Amount. The amount of the Loan is hereby increased by Twenty Five Thousand One Hundred Fifty-Nine Dollars (\$25,159) total loan in the amount of Three Hundred Fifty-Seven Thousand Three Hundred Ninety-Two Dollars (\$357,392). Notwithstanding any provision of the Loan Documents to the contrary, all references to the Loan shall be deemed to mean the amount of Three Hundred Fifty-Seven Thousand Three Hundred Ninety-Two Dollars (\$357,392).

Section 2. Repayment of Loan. Notwithstanding any provision of the Loan Documents to the contrary, the Successor Agency shall repay the Loan in accordance with the Amended Agreement.

Section 3. No Other Changes to the Agreement. Except as expressly modified by this First Amendment, all other provisions of the Agreement are unmodified and continue in full force and effect.

Section 3. Conflicts with the Agreement. In the event of any conflict between this Amendment and the Agreement, the provisions of this Amendment shall prevail

IN WITNESS WHEREOF, the City and the Successor Agency have caused this Amendment to be executed as of the Effective Date.

CITY OF CHOWCHILLA, a municipal corporation

By: _____
Brian Haddix, City Administrator

Date: _____

CHOWCHILLA SUCCESSOR AGENCY, a separate legal entity

By: _____
Brian Haddix, City Administrator

Date: _____

CITY COUNCIL RESOLUTION # -15

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHOWCHILLA AFFIRMING THE AMENDMENT TO THE LOAN REPAYMENT AGREEMENT FOR REIMBURSEMENT TO GENERAL FUND

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 requires the Successor Agency to adopt an Amendment to the Loan Repayment Agreement to reimburse City of Chowchilla's General Fund for advancement of funding resources to meet Successor Agency Debt Obligation; and

WHEREAS, the Successor Agency of the Chowchilla Redevelopment Agency has approved the proposed Amendment to the Loan Repayment Agreement.

WHEREAS, The City of Chowchilla and the RDA Successor Agency are party to a Loan Repayment Agreement previously approved by the RDA Successor Agency Oversight Board through resolution #03-15 on May 14, 2015.

WHEREAS, the RDA Successor Agency Oversight Board now wishes to consider the proposed Amendment to the Loan Repayment Agreement.

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 Amendment to the Loan Repayment Agreement is hereby affirmed and accepted.
3. This resolution is effective immediately upon adoption.

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

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

John Chavez, Mayor

ATTEST:

Joann McClendon, CMC
Interim City Clerk

SUCCESSOR AGENCY RESOLUTION # -15

**RESOLUTION OF THE SUCCESSOR AGENCY OF THE CITY OF CHOWCHILLA
AFFIRMING THE AMENDMENT TO THE LOAN REPAYMENT AGREEMENT FOR
REIMBURSEMENT TO GENERAL FUND**

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 requires the Successor Agency to adopt an Amendment to the Loan Repayment Agreement to reimburse City of Chowchilla's General Fund for advancement of funding resources to meet Successor Agency Debt Obligation; and

WHEREAS, the Successor Agency of the Chowchilla Redevelopment Agency has approved the proposed Amendment to the Loan Repayment Agreement.

WHEREAS, The City of Chowchilla and the RDA Successor Agency are party to a Loan Repayment Agreement previously approved by the RDA Successor Agency Oversight Board through resolution #03-15 on May 14, 2015.

WHEREAS, the RDA Successor Agency Oversight Board now wishes to consider the proposed Amendment to the Loan Repayment Agreement.

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 Amendment to the Loan Repayment Agreement is hereby affirmed and accepted.
3. This resolution is effective immediately upon adoption.

PASSED AND ADOPTED by the Successor Agency of the City of Chowchilla this 10th day of November, 2015 by the following vote to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

John Chavez, Chair

ATTEST:

Joann McClendon, CMC
Board Clerk

LOAN REPAYMENT AGREEMENT

This Loan Repayment Agreement ("Agreement") is entered into as of May 14, 2015, by and between the City of Chowchilla, a municipal corporation ("City") and the Chowchilla Successor Agency, a separate legal entity ("Successor Agency"), in its capacity as the successor in interest to the Redevelopment Agency of the City of Chowchilla (the "Dissolved RDA") pursuant to Health and Safety Code Section 34173.

RECITALS

- A. On February 1, 2012, pursuant to AB1x 26, as amended by AB 1484 (collectively, the "Dissolution Statutes") the Dissolved RDA, along with all redevelopment agencies in the State of California, was dissolved, and all assets and obligations of the Dissolved RDA were transferred by operation of law to the Successor Agency.
- B. The Dissolution Statutes creates an oversight board for each redevelopment agency to oversee the wind down of the Redevelopment Agency ("Oversight Board").
- C. The Dissolution Statutes require that the Successor Agency prepare and the Oversight Board approve a Recognized Obligation Payment Schedule setting forth all Enforceable Obligations (as defined in the Dissolution Statutes) of the Dissolved RDA.
- D. The Successor Agency is responsible for winding down the affairs of the former Dissolved RDA of the City of Chowchilla ("Dissolved RDA") and paying all of the enforceable obligations of the former Dissolved RDA;
- E. As a result of timing issues related to the distribution of funds from the Redevelopment Property Tax Trust Fund and shortfall in tax increment available for the payment of enforceable obligations of the Dissolved RDA, the Successor Agency is short funds for the payment due on indebtedness incurred by the former Dissolved RDA in the approximate amount of Three Hundred Thirty-Two Thousand Two Hundred Thirty-Three Dollars (\$332,233). As summary of the tax increment shortfalls is attached to this agreement as Exhibit A, incorporated herein by this reference.
- F. As allowed under Health and Safety Code Section 34173(h), the City is willing to make a short term cash flow loan to the Successor Agency in order to avoid a default on the understanding that the cash flow loan will be considered an enforceable obligation of the Successor Agency listed on the Recognized Obligations Payment Schedule and subject to distributions from the Redevelopment Property Tax Trust Fund for repayment of the loan.
- G. At its May 14, 2015 meeting the Oversight Board for the Successor Agency authorized the Successor Agency to enter into agreements with the City accepting a short term cash flow loan and authorizing listing the cash flow loan on the Recognized Obligations Payment Schedule as an enforceable obligation.

H. The City and the Successor Agency have determined that entering into the Agreement is in the best interests of the City and the Successor Agency.

NOW THEREFORE, in consideration of the foregoing, and in consideration of the mutual promises of the Parties hereto and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties mutually agree as follows::

1. Loan. The City hereby agrees to advance to the Successor Agency Three Hundred Thirty-Two Thousand Two Hundred Thirty-Three Dollars Dollars (\$332,233) to repay indebtedness payments due and payable by the Successor Agency("City Advance") and any such other sums as may be necessary to bridge any future tax increment shortfalls. The amount of the City Advance shall be determined based on the cash flow shortfall of the Successor Agency and shall be made at such times as to ensure that payment due by the Successor Agency are made in a timely fashion.

2. Repayment Obligation. Pursuant to Health and Safety Code 34173(h), the Successor Agency hereby agrees to repay the City Advance and to list the City Advance as an enforceable obligation on any and all subsequent Recognized Obligations Payment Schedules until such time as the full amount of the City Advance is repaid. The Successor Agency shall repay the City Advance from funds distributed to the Successor Agency from the Redevelopment Property Tax Trust Fund for that purpose or from any other funds held by the Successor Agency.

3. Affordable Housing. The City Advance is a loan made directly from the City to the Successor pursuant to Health and Safety Code Section 34173(h) and consequently the repayment restrictions and affordable housing obligations under Health and Safety Code Section 34191.4 are inapplicable.

4. Merger. In executing this Agreement, the City is acting in its capacity as a municipal corporation, while the Successor Agency is acting in its capacity as the successor to the Dissolved RDA and both the City and the Successor Agency are acting pursuant to the specific authority granted under Health and Safety Code 34173(h) and approved by the Oversight Board by Health & Safety Code Sections 34178(a) and 34180(h) authorizing agreements between the City and the Successor Agency. In consequence, the parties to this Agreement are not merged.

5. Invalidity. If any provision of this Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining portions hereof shall not in any way be affected or impaired thereby.

6. Effect. This Agreement shall take effect from and after the date of execution of this Agreement by both parties.

7. Counterparts; Multiple Originals. This Agreement may be signed in counterparts, and in multiple originals each of which shall constitute one and the same instrument.

8. Headings; Interpretations. The headings used in this Agreement are for convenience only and shall be disregarded in interpreting the substantive provisions of this Agreement. The Parties agree that this Agreement has been prepared by all of the Parties and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply to the interpretation of this Agreement (including, but not limited to, California Civil Code Section 1654, as may be amended from time to time).

9. Attorney's Fees. If any attorney is engaged by any party hereto and an action is filed to enforce or defend any provision of this Agreement, the prevailing Party shall be entitled to costs and reasonable attorneys' fees.

10. Further Acts. Each of the Parties, upon the request of any other, agrees to perform such further acts and to execute and deliver such other documents as are reasonably necessary to carry out the provisions of this Agreement.

11. Amendments. No provision of this Agreement may be amended, changed or waived except by a written instrument signed by all of the Parties (or, in the case of a waiver, by the Party against whom enforcement of the waiver is sought). The parties agree and acknowledge that this Agreement may be amended to allow for additional sums to be borrowed by the Successor Agency to cover any future shortfalls of tax increment and that such amendments may be made subject to approval by the Oversight Board and City Council.

12. Successors and Assigns. This Agreement shall apply to and bind the successors and assigns of the Parties hereto.

[Signature Page Follows]

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereof as of the date first written above.

CITY OF CHOWCHILLA, a municipal corporation

By: Carolyn Lehr
Carolyn Lehr, Interim City Administrator

APPROVED AS TO FORM:

By: _____ Date: _____
Laura Crane
City Attorney, City of Chowchilla

CHOWCHILLA SUCCESSOR AGENCY, a
separate legal entity

By: Carolyn Lehr
Carolyn Lehr, Interim Director

APPROVED AS TO FORM:

By: _____ Date: _____
Laura Crane
Successor Agency Counsel

EXHIBIT A

Summary of Tax Increment Shortfalls

Period	Submitted by City	Approved RPTTF by DOF	Approved RPTTF Admin by DOF	Total Approval	Paid by County	Difference of DOF approval vs County payment	Debt Service Payments	Diff RPTTF vs Debt Service payments F-H	Other Expenditures	Admin Expenditures	Total Expenditures	Difference F-L	Balance
13/14A (7/1 thru 12/31/2013)	\$ 555,707.00	\$ 472,553	\$ 125,000	\$ 597,553	\$ 257,581	\$ (339,972)	\$ 341,663	\$ (84,082)	\$ 5,224	\$ 136,000	\$ 484,887	\$ (227,306)	\$ (127,212)
13/14B 1/1 thru 6/30/2014	\$ 813,913.00	\$ 590,268	\$ 101,340	\$ 691,608	\$ 179,573	\$ (512,035)	\$ 173,388	\$ 6,186	\$ 69,984	\$ 101,340	\$ 344,711	\$ (165,138)	\$ (292,350)
14/15A 7/1 thru 12/31/2014	\$ 581,838.00	\$ 434,838	\$ 135,000	\$ 569,838	\$ 284,636	\$ (285,202)	\$ 343,388	\$ (58,752)	\$ 3,877	\$ 45,347	\$ 392,612	\$ (107,976)	\$ (400,327)
14/15B 1/1 thru 6/30/2015	\$ 351,604.00	\$ 194,513	\$ 129,091	\$ 323,604	\$ 205,842	\$ (117,762)	\$ 169,713	\$ 36,130	\$ 24,801	\$ 129,091	\$ 323,604	\$ (117,762)	\$ (518,089)