



## AGENDA REGULAR MEETING

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

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

**December 8, 2015**

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

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

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

#### CALL TO ORDER

#### ROLL CALL:

Mayor/Chairman: John Chavez

Mayor Pro Tem/Vice Chair: Waseem Ahmed

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

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

#### PUBLIC ADDRESS – CLOSED SESSION

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

#### CLOSED SESSION – 6:00 PM

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

- 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: 2
- 2. Conference with Real Property Negotiators, Gov. Code Section 54956.8**  
Property: 694 Fairmead Colony No. 6 (part)  
Agency Negotiator: City Administrator, Engineer/Public Works Director  
Negotiating Parties: City of Chowchilla/Buttonwillow Warehouse Company, Inc.  
Under Negotiation: Price & Terms of Payment

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

- 2.1 Recognition – Ray Barragan
- 2.2 Proclamation – Community Action Week

## WORKSHOPS

Johnson Controls Inc's Water and Energy Savings Proposal for the City of Chowchilla

## 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 November 10, 2015 City Council Meeting Minutes (McClendon)**
- 3.2 **Approval of General Payments and Payroll for the Month of November 2015 (Pruett)**

**3.3 Council Resolution # -15, Authorizing Retraction of an Erroneous Invoice Billed to 10325 Keystone (Turner)****PUBLIC HEARINGS – Section 4****4.1 Council Resolution # -15, Accepting the Annual Report on Development Impact Fees and Making Certain Findings Related Thereto (AB1600) (Pruett)****DEFERRED BUSINESS – Section 5****NEW BUSINESS – Section 6**

- 6.1 Council Resolution # -15, Approving a Project Development Agreement with Johnson Controls, Inc. (JCI) to Develop a Water and Energy Efficiency Project Pursuant to California Public Resource Code 25008; California Government Code Chapter 3.2. Energy Conservation Contracts, Section 4217.10-4217.18. and Authorizing the City Administrator to Execute the Same; and Establish a \$346,740 Reserve for the JCI Step 2 Project Development Agreement (Locke)**
- 6.2 Council Resolution # -15, Authorizing the Commencement of Proceedings in Connection With the Financing of Water, Wastewater and General Municipal Projects and Appointing a Municipal Advisor, an Underwriter, a Bond Counsel and a Disclosure Counsel in Connection Therewith (Pruett)**
- 6.3 Council Resolution # -15, Authorizing the City Administrator to Execute a Professional Service Agreement with Townsend Public Affairs for Grant Research and Writing (Haddix)**
- 6.4 Council Resolution # -15, Authorizing the City Administrator to Apply for as Madera County Transportation Commission (MCTC) Congestion Mitigation and Air Quality Improvement Project List (CMAQ) Funds to Purchase a Street Sweeper for the City of Chowchilla Public Works Department (Locke)**
- 6.5 Council Resolution # -15, Authorizing the City Administrator to Purchase a Replacement Tractor for Bio Solids Processing at the Waste Water Treatment Plant (Locke)**
- 6.6 Council Resolution # -15, Authorizing the City Administrator to Remove Projects MAD302048, MAD302052, MAD302053, AND MAD302055 From the Madera County Transportation Commission Congestion Mitigation and Air Quality Improvement Project List (Locke)**
- 6.7 Council Resolution # -15, Authorizing Revisions to the Utility Systems Supervisor Position (Locke)**
- 6.8 City Council Reorganization – Election of the Mayor and Mayor Pro Tem (McClendon)**
- 6.9 Consideration of Council Resolution # -15, Setting the Council Meeting Dates Calendar for 2016 (McClendon)**

**ANNOUNCEMENTS – Section 7**

- Dec 10 Coffee with the City Administrator, McDonalds, 8:00 AM
- Dec 11 City Offices Closed
- Dec. 12-13 Barrel Race, Chowchilla Fairgrounds, All Day
- Dec 15 Coffee with a Cop, Starbucks, 8:00 AM
- Dec 16 Planning Commission Meeting, City Hall, 7:00 PM
- Dec 18 Gymkhana Series, Chowchilla Fairgrounds, 6:00 PM
- Dec 23 City Offices Closed
- Dec 24-25 Christmas Holiday, City Offices Closed
- Jan 1 New Year's Day Holiday, City Offices Closed
- Jan 8 City Offices Closed
- Jan 9 Chowchilla Western Stampede Dinner Eastman Hall, Fairgrounds, 5:00 PM
- Jan 12 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 5th day of December 2015 at or before 5:00 p.m.

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Joann McClendon, CMC  
Interim City Clerk

# *Proclamation*

IN RECOGNITION OF

## **DECEMBER 6-12, 2015 AS COMMUNITY ACTION WEEK**

WHEREAS, Community Action Partnership agencies were established when President Lyndon B. Johnson signed the Economic Act of 1964 also known as the “War on Poverty”; and

WHEREAS, Community Action Partnership of Madera County was granted the 501(c)3 status by the California Franchise Tax Board on December 1, 1965; and

WHEREAS, Community Action Partnership of Madera County has a 50 year history of following the Mission of the Agency by Helping People, Changing Lives and Making Our Community a Better Place to Live; and

WHEREAS, For 50 years Community Action Partnership of Madera County has made an essential contribution to individuals and families in the County of Madera by providing resources and services that inspire personal growth and independence; and

WHEREAS, Community Action Partnership of Madera County is dedicated to help people help themselves by continuing to provide assistance to the residents of Madera County; and

WHEREAS, The City of Chowchilla and the entire United States must continue to wage war on poverty by providing support and opportunities for all citizens in need of assistance; and

WHEREAS, Community Action Partnership of Madera County is celebrating the 50 year anniversary on December 1, 2015.

NOW THEREFORE, BE IT RESOLVED, the City of Chowchilla City Council, in recognition of 50 years of Community Action Partnership of Madera County, hereby proclaims December 6-12, 2015 as COMMUNITY ACTION WEEK.

Presented this 8<sup>th</sup> day of December, 2015

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**JOHN CHAVEZ, MAYOR**  
City of Chowchilla, County of Madera, State of California



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

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

**November 10, 2015**

**CALL TO ORDER: 6:14 p.m.**

**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, Attorney Dave Ritchie, Police Chief Dave Riviere, Fire Chief Harry Turner, Engineer & Public Works Director Craig Locke, Finance Director Rod Pruett, Interim City Clerk Joann McClendon.

**PUBLIC ADDRESS – CLOSED SESSION**

No one.

**CLOSED SESSION – 6:16 PM**

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

**OPEN SESSION – 7:00 PM**

**PLEDGE OF ALLEGIANCE:** Mayor John Chavez

**INVOCATION:** Mr. Alfred Hansen

**CLOSED SESSION REPORT:** Closed Session was adjourned until the end of the meeting.

**CEREMONIAL / PRESENTATIONS – Section 1****WORKSHOPS****PUBLIC ADDRESS**

Elizabeth Wisener, Community Action Partnership of Madera County, is sponsoring the 6<sup>th</sup> Annual Homeless Awareness Day, on November 20. All invited to participate and join a group who will be serving and connecting with area homeless from 9am to 2pm at 1225 Gill Way in Madera.

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

Legislative Items  
Oral / Written Reports

Mayor Pro Tem Ahmed attended the Madera County Economic Development Commission Summit; a rotary fundraiser; the Dollar Tree groundbreaking; and, a High Speed Rail meeting.

Mayor Chavez attended the groundbreaking for the Dollar Tree store.

**2.3 STAFF REPORTS**

Written/Oral Reports

Dollar tree groundbreaking;

Pruett gave an update regarding the HERO Program.

**CONSENT CALENDAR – Section 3****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 # 84-15, Authorizing Retraction of an Erroneous Invoice Billed to Mr. Stan Donahue (Locke)**

Motion by Mayor Pro Tem Ahmed, seconded by Council Member Gaumnitz 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****4.1 Council Resolution # 85-15, Approving the Amendment of the 2015-2016 Master Fee Schedule to Increase the Amount of the Fire Hydrant Meter Deposit (Pruett)**

Finance Director Pruett amended the Fire Hydrant Meter Deposit fee amount from the originally proposed \$1200 to \$1700.

At 7:23 pm, Mayor Chavez opened the item to the public for comments. No one came forward for or against the item. At 7:24 pm, the Mayor closed the Public Hearing.

Motion by Council Member Gaumnitz, seconded by Mayor Pro Tem Ahmed to Approve Council Resolution # 85-15, Approving the Amendment of the 2015-2016 Master Fee Schedule to Increase the Amount of the Fire Hydrant Meter Deposit as Amended from Proposed Amount of \$1200 to the Amended Amount of \$1700. Motion passed unanimously by roll call vote with Council Members Haworth and Walker absent.

#### **DEFERRED BUSINESS – Section 5**

##### **5.1 Council Resolution # 86-15, 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)**

Spoke:

Larry Pistoresi, Jr.

Kacey Austen

**Council added stipulation to not use salary savings, rather funds that were set aside for the amphitheater at Veteran's Park to hire a consultant.**

Motion by Council Member Gaumnitz, seconded by Mayor Pro Tem Ahmed to Approve Council Resolution # 86-15, 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. Motion passed unanimously by roll call vote with Council Members Haworth and Walker absent.

#### **NEW BUSINESS – Section 6**

##### **6.1 Council Resolution # 87-15, Authorizing the City Administrator to Execute a Contract for On-Call Engineering Services (Locke)**

Motion by Mayor Pro Tem Ahmed, seconded by Council Member Gaumnitz to Approve Council Resolution # 87-15, Authorizing the City Administrator to Execute a Contract for On-Call Engineering Services. Motion passed unanimously by roll call vote with Council Members Haworth and Walker absent.

##### **6.2 Council Resolution # 88-15, 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)**

Motion by Mayor Pro Tem Ahmed, seconded by Council Member Gaumnitz to Approve Council Resolution # 88-15, Approving the Appointment of Arthur J. Gallagher & Co. as Employee Benefits Broker of Record and Authorizing the City Administrator to Execute all related documents. Motion passed unanimously by roll call vote with Council Members Haworth and Walker absent.

##### **6.3 Consideration of a Financial Support Request by the Chowchilla-Madera County Fair (Pruett)**

Motion by Mayor Pro tem Ahmed, seconded by Council Member Gaumnitz to promise Financial Support as Requested by the Chowchilla-Madera County Fair. Motion passed unanimously by roll call vote with Council Members Haworth and Walker absent.

**6.4 (a) Council Resolution # 89-15, 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**

Spoke:  
Larry Pistorosi, Jr.

Motion by Mayor Pro Tem Ahmed, seconded by Council Member Gaumnitz to Approve Council Resolution # 89-15, 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 as Amended. Motion passed unanimously by roll call vote with Council Members Haworth and Walker absent.

★ **(b) Successor Agency Resolution # 07-15, 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**

Motion by Vice Chair Ahmed, seconded by Board Member Gaumnitz to Approve Successor Agency Resolution # 07-15, 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 as Amended. Motion passed unanimously by roll call vote with Board Members Haworth and Walker absent.

**6.5 Council Resolution # 90-15, Approving the Appointment of the Finance Director as the Public Agency Retirement System (PARS) Plan Administrator (Pruett)**

Motion by Council Member Gaumnitz, seconded by Mayor Pro Tem Ahmed to Approve Council Resolution # 90-15, Approving the Appointment of the Finance Director as the Public Agency Retirement System (PARS) Plan Administrator. Motion passed unanimously by roll call vote with Council Member Haworth and Walker absent.

**6.6 (a) Council Resolution # 91-15, 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)**

Motion by Council Member Gaumnitz, seconded by Mayor Pro Tem Ahmed, to Approve Council Resolution # 91-15, 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. Motion passed unanimously by roll call vote with Council Members Haworth and Walker absent.

★ **(b) Successor Agency Resolution # 08-15, 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)**

Motion by Board Member Gaumnitz, seconded by Vice Chair Ahmed, to Approve Successor Agency Resolution # 08-15, 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. Motion passed unanimously by roll call vote with Board Members Haworth and Walker absent.

**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

**COUNCIL RECESSED TO CLOSED SESSION AT 8:27 PM**

**Reconvened to open session at 9:19**

**No reportable action.**

**ADJOURNMENT**

Motion by Gaumnitz, Seconded by Ahmed to adjourn the November 10, 2015 City Council / RSA meeting at 9:20 pm. Motion passed unanimously by voice vote with Council Member Haworth absent.

ATTEST:

APPROVED:

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Joann McClendon, CMC  
Interim City Clerk

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



# REPORT TO THE CITY COUNCIL

Council Meeting of December 8, 2015

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

## **RECOMMENDATION**

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

## **HISTORY / BACKGROUND**

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

## **FINANCIAL ANALYSIS**

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

## **ATTACHMENTS**

Invoice listing & warrants

Report Criteria:  
 Report type: Invoice detail

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice GL Account	Check Amount
11/15	11/17/2015	50782	12717	The Second Floor Fund LLC	credit refund for 6637 Desert Springs	205-7605-0000-876	62.98- V
		Total 50782:					62.98-
11/15	11/09/2015	51249	6	3T Equipment Company	Parts for Unit #80	215-5705-0000-301	406.82
		Total 51249:					406.82
11/15	11/09/2015	51250	196	AFLAC	Employee Contribution	702-0100-0000-023	352.15
		Total 51250:					352.15
11/15	11/09/2015	51251	421	AmeriPride	Mats for Civic Center	100-1705-0000-315	53.37
11/15	11/09/2015	51251	421	AmeriPride	Supplies for the Senior center	100-6615-0000-315	34.04
		Total 51251:					87.41
11/15	11/09/2015	51252	12792	Arora, Narain D	credit for 11363 Mission Hills Terrace	205-7605-0000-876	34.50
		Total 51252:					34.50
11/15	11/09/2015	51253	691	A-Z Bus Sales Inc.	Repairs to unit #20	325-3705-0000-320	444.78
		Total 51253:					444.78
11/15	11/09/2015	51254	12493	Baker Supplies and Repairs	Weed eater repairs/ Parks Dept	100-6620-0000-301	23.44
		Total 51254:					23.44
11/15	11/09/2015	51255	12791	Baker, Tedra and Heather	deposit refund for 8185 Lakeshore	205-0200-0000-043	17.85
		Total 51255:					17.85
11/15	11/09/2015	51256	12761	Bettes, Dorothy	credit refund for 24735 Robertson	205-7605-0000-876	197.68

M = Manual Check, V = Void Check

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice GL Account	Check Amount
Total 51256:							197.68
11/15	11/09/2015	51257	12734	Big Creek	Veteran's Park Sign	100-6620-0000-315	227.37
Total 51257:							227.37
11/15	11/09/2015	51258	1076	Blacks Irrigation Systems	Supplies for the Water dept	205-7605-0000-317	2.11
Total 51258:							2.11
11/15	11/09/2015	51259	12733	Brian Haddix	Air Fare for League of Cities Conference	100-1710-0000-307	345.20
Total 51259:							345.20
11/15	11/09/2015	51260	1281	BSK Associates	Open PO for Weekly Water test for the WWTP	215-5705-0000-350	65.00
11/15	11/09/2015	51260	1281	BSK Associates	Open PO for Weekly Water test for the Water Dept	205-7605-0000-350	70.00
11/15	11/09/2015	51260	1281	BSK Associates	Open PO for Weekly Water test for the Water Dept	205-7605-0000-350	224.00
11/15	11/09/2015	51260	1281	BSK Associates	Open PO for Weekly Water test for the WWTP	215-5705-0000-350	65.00
11/15	11/09/2015	51260	1281	BSK Associates	Open PO for Weekly Water test for the WWTP	215-5705-0000-350	81.25
11/15	11/09/2015	51260	1281	BSK Associates	Open PO for Weekly Water test for the Water Dept	205-7605-0000-350	168.00
11/15	11/09/2015	51260	1281	BSK Associates	Open PO for Weekly Water test for the Water Dept	205-7605-0000-350	952.00
Total 51260:							1,625.25
11/15	11/09/2015	51261	1566	California Peace Officer's	Membership for 2016	100-2610-0000-307	125.00
Total 51261:							125.00
11/15	11/09/2015	51262	12795	Campos, David	deposit refund for 916 Riverside	205-0200-0000-043	99.29
Total 51262:							99.29
11/15	11/09/2015	51263	1856	CDW Government, Inc.	monitor cables for Dispatch	602-1715-0000-302	116.12
11/15	11/09/2015	51263	1856	CDW Government, Inc.	memory for S-CC Exchange	602-1715-0000-302	301.04
Total 51263:							417.16
11/15	11/09/2015	51264	2131	Chowchilla Dolt Best	Tools for the Parks dept	100-6620-0000-320	13.82

M = Manual Check, V = Void Check

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice GL Account	Check Amount
11/15	11/09/2015	51264	2131	Chowchilla Dolt Best	Supplies for the Senior center	100-6615-0000-315	28.43
11/15	11/09/2015	51264	2131	Chowchilla Dolt Best	Supplies for the VMP Flag	100-6620-0000-315	10.48
11/15	11/09/2015	51264	2131	Chowchilla Dolt Best	Irrigation repair parts/ Parks Dept	100-6620-0000-317	22.45
Total 51264:							75.18
11/15	11/09/2015	51265	12074	Comcast	Internet Service 10/7-11/6/15	602-1715-0000-310	243.64
Total 51265:							243.64
11/15	11/09/2015	51266	2511	Cook's Communication	Upfitting for new patrol car 2015-51	100-2610-0000-504	12,475.67
Total 51266:							12,475.67
11/15	11/09/2015	51267	2516	Cop Ware Inc.	2016 CA Codes-Site licenses	602-1715-0000-302	215.00
Total 51267:							215.00
11/15	11/09/2015	51268	12643	David Leonard Associates	Rancho Calera Specific Plan (Reimbursed)	701-0200-0000-042	476.65
Total 51268:							476.65
11/15	11/09/2015	51269	3276	Dom's Electric Motor Shop	Storm Drain pump/ Howell Road	220-3650-0000-317	5,957.91
Total 51269:							5,957.91
11/15	11/09/2015	51270	12799	Duarte, Michelle	deposit refund for 2120 Kennedy Ct	205-0200-0000-043	73.24
Total 51270:							73.24
11/15	11/09/2015	51271	3576	Eric Haupt Construction	Bonnie Alisea - 1209 Colusa Payment #7	701-0200-0000-042	12,265.00
11/15	11/09/2015	51271	3576	Eric Haupt Construction	Bonnie Alisea - 1209 Colusa Payment #8	701-0200-0000-042	12,265.00
Total 51271:							24,530.00
11/15	11/09/2015	51272	3676	Ewing Irrigation Products Inc.	Parks Irrigation Repair parts	100-6620-0000-317	406.36
11/15	11/09/2015	51272	3676	Ewing Irrigation Products Inc.	Light for VMP	100-6620-0000-315	34.83

M = Manual Check, V = Void Check

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice GL Account	Check Amount
Total 51272:							441.19
11/15	11/09/2015	51273	3711	Farmers Hardware	Supplies for the Water Dept	205-7605-0000-317	16.19
11/15	11/09/2015	51273	3711	Farmers Hardware	Supplies for the parks dept	100-6620-0000-317	19.41
Total 51273:							35.60
11/15	11/09/2015	51274	12212	Fastenal Company	Supplies for the WWTP	215-5705-0000-317	24.62
11/15	11/09/2015	51274	12212	Fastenal Company	Parts for unit #20	325-3705-0000-320	3.24
11/15	11/09/2015	51274	12212	Fastenal Company	Water Box locks/ Water Dept	205-7605-0000-317	786.24
Total 51274:							814.10
11/15	11/09/2015	51275	12800	Fierro, Rachael	deposit refund for 1308 Monterey	205-0200-0000-043	25.17
Total 51275:							25.17
11/15	11/09/2015	51276	12794	Frankian, John	deposit refund for 901 Kings	205-0200-0000-043	74.80
Total 51276:							74.80
11/15	11/09/2015	51277	4561	Grainger	Supplies for the WWTP	215-5705-0000-317	22.98
11/15	11/09/2015	51277	4561	Grainger	Compressor pump for the WWTP	215-5705-0000-317	501.07
Total 51277:							524.05
11/15	11/09/2015	51278	12793	Guzman, Rigoberto	deposit refund for 555 S Second St	205-0200-0000-043	40.22
Total 51278:							40.22
11/15	11/09/2015	51279	5036	Holiday Pools, Inc.	refund bond 15150 Torrey Pines permit# 15-029	100-0200-0000-042	500.00
Total 51279:							500.00
11/15	11/09/2015	51280	12225	Home Depot Credit Services	Tools for the Streets Dept	305-3620-0000-320	450.31
Total 51280:							450.31

M = Manual Check, V = Void Check

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice GL Account	Check Amount
11/15	11/09/2015	51281	5061	Horizon	Supplies for the parks dept	100-6620-0000-320	161.40
Total 51281:							161.40
11/15	11/09/2015	51282	11469	Intellipay, Inc.	Credit Card Transactions Fees	205-1720-0000-302	57.25
Total 51282:							57.25
11/15	11/09/2015	51283	5246	Interstate Battery	Battery for Unit #24	100-6620-0000-320	115.51
11/15	11/09/2015	51283	5246	Interstate Battery	Battery for Unit #56	100-2610-0000-320	250.45
Total 51283:							365.96
11/15	11/09/2015	51284	6626	Joann McClendon	Air Fare for 2015 City Clerks Conference	100-1610-0000-307	206.96
Total 51284:							206.96
11/15	11/09/2015	51285	12179	Keenan Associates	Monthly Admin of Insurances-December 2015	330-3805-0000-204	1,200.00
Total 51285:							1,200.00
11/15	11/09/2015	51286	12141	Little, Maxine	Deposit refund for 12010 Pheasant Run	205-0200-0000-043	22.82
Total 51286:							22.82
11/15	11/09/2015	51287	6271	Madera County Economic	2nd Qtr appropriation FY 15/16	425-4950-6529-333	6,761.75
Total 51287:							6,761.75
11/15	11/09/2015	51288	11944	Madera County Records Office	Release of Lien for #2015023624	100-1600-0000-849	12.00
Total 51288:							12.00
11/15	11/09/2015	51289	11639	MailFinance	Postage Meter Lease 11/16/15-2/15/16	100-0100-0000-020	523.20
Total 51289:							523.20
11/15	11/09/2015	51290	12282	Mid Valley Disposal Inc.	Disposal Services for bins at Corp Yard	210-5605-0000-350	599.21
11/15	11/09/2015	51290	12282	Mid Valley Disposal Inc.	Disposal Services -October rent	100-1712-0000-800	52,033.00

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GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice GL Account	Check Amount
Total 51290:							52,632.21
11/15	11/09/2015	51291	12214	NR Cleaning Services	Janitorial for Civic Center	100-1705-0000-315	1,550.00
Total 51291:							1,550.00
11/15	11/09/2015	51292	11956	Occupational Health Centers of	employment physical	100-2610-0000-306	135.00
Total 51292:							135.00
11/15	11/09/2015	51293	7516	Office Depot	stock thumb drive	602-1715-0000-302	43.18
11/15	11/09/2015	51293	7516	Office Depot	supplies for IT	602-1715-0000-302	43.47
11/15	11/09/2015	51293	7516	Office Depot	Office Supplies for Finance Dept.	100-1720-0000-300	107.47
Total 51293:							194.12
11/15	11/09/2015	51294	12330	Pacific Plan Review Inc	SFR- Oriole Homes \$15-0276 Plan Check	100-4805-0000-337	677.19
11/15	11/09/2015	51294	12330	Pacific Plan Review Inc	SFR-Oriole Homes #15-0227 Plan Check	100-4805-0000-337	516.35
11/15	11/09/2015	51294	12330	Pacific Plan Review Inc	808 Trinity Ave PV Solar Plan Check	100-4805-0000-337	225.00
11/15	11/09/2015	51294	12330	Pacific Plan Review Inc	11274 Monterra Ln Gargano Solar Plan Check	100-4805-0000-337	225.00
11/15	11/09/2015	51294	12330	Pacific Plan Review Inc	230 E. Robertson #15-0311 Plan Check	100-4805-0000-337	297.50
Total 51294:							1,941.04
11/15	11/09/2015	51295	7966	Platt Electrical Supply	Street Light Maint / LL Districts	310-3625-0000-300	126.35
Total 51295:							126.35
11/15	11/09/2015	51296	11482	Price Paige & Company	2014/2015 Audit	956-9950-0000-302	4,335.00
Total 51296:							4,335.00
11/15	11/09/2015	51297	11612	ProClean Supply	Janitorial Supplies	100-1705-0000-315	872.45
11/15	11/09/2015	51297	11612	ProClean Supply	Janitorial supplies/ City hall	100-1705-0000-315	53.78
Total 51297:							926.23
11/15	11/09/2015	51298	12721	RHA Inc.	Retro Fitting Lights to LED	100-2705-0000-315	652.50

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GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice GL Account	Check Amount
Total 51298:							652.50
11/15	11/09/2015	51299	12612	Robert K. Goodner Land Surveying Inc	Land Surveying	100-1705-0000-336	1,600.00
11/15	11/09/2015	51299	12612	Robert K. Goodner Land Surveying Inc	Business License Fees owed to City	100-4605-0000-871	123.90
Total 51299:							1,476.10
11/15	11/09/2015	51300	12770	Robert P. Rowe & Associates	Appraisal of Parcel 02-250-053	956-9950-0000-336	2,000.00
Total 51300:							2,000.00
11/15	11/09/2015	51301	8796	S & W Auto Parts Inc.	Parts for the Unit #80	215-5705-0000-301	15.41
11/15	11/09/2015	51301	8796	S & W Auto Parts Inc.	Supplies for the WWTP	215-5705-0000-317	83.00
Total 51301:							98.41
11/15	11/09/2015	51302	8906	San Joaquin Valley Air	Permits for Well #10 2015-16	205-7605-0000-317	252.00
11/15	11/09/2015	51302	8906	San Joaquin Valley Air	Permits for Well #11	205-7605-0000-317	252.00
Total 51302:							504.00
11/15	11/09/2015	51303	12017	SDRMA	Health Insurance for December 2015	702-0100-0000-023	38,630.46
Total 51303:							38,630.46
11/15	11/09/2015	51304	9206	Self Help Enterprises	Loan Portfolio Mgmt Services - RDA	956-9950-0000-336	1,760.00
Total 51304:							1,760.00
11/15	11/09/2015	51305	9376	Sparkletts	Supplies for the WWTP	215-5705-0000-315	28.45
Total 51305:							28.45
11/15	11/09/2015	51306	9951	T & T Pavement Markings &	Supplies for the streets dept	305-3620-0000-317	264.60
Total 51306:							264.60
11/15	11/09/2015	51307	10116	Tesei Petroleum Inc.	Fuel for the Corp Yard	100-6620-0000-320	617.97

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GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice GL Account	Check Amount
11/15	11/09/2015	51307	10116	Tesei Petroleum Inc.	Fuel for City	325-3705-0000-320	2,424.21
11/15	11/09/2015	51307	10116	Tesei Petroleum Inc.	Fuel for City	325-3705-0000-320	1,943.72
Total 51307:							4,985.90
11/15	11/09/2015	51308	10131	TF Tire & Service	Tires for Unit #96	305-3620-0000-301	529.44
11/15	11/09/2015	51308	10131	TF Tire & Service	Tire for Unit #20	325-3705-0000-320	123.23
Total 51308:							652.67
11/15	11/09/2015	51309	10176	The Presort Center	Envelopes for Administration w/ New Logo	100-1610-0000-300	156.97
Total 51309:							156.97
11/15	11/09/2015	51310	11537	Toshiba Financial Services	Copier Lease from 11/15 to 6/30/15	602-1715-0000-408	1,009.69
11/15	11/09/2015	51310	11537	Toshiba Financial Services	Copier Lease from 11/15 to 6/30/15	602-1715-0000-408	588.01
Total 51310:							1,597.70
11/15	11/09/2015	51311	11640	TotalFunds By Hasler	Postage for Postage Meter	100-0100-0000-020	500.00
Total 51311:							500.00
11/15	11/09/2015	51312	10356	TransUnion LLC	Basic Service Charge	420-4810-0000-336	66.00
Total 51312:							66.00
11/15	11/09/2015	51313	12044	U.S. Bank (PARS)	Employee Contributions	702-0200-0000-040	142.94
Total 51313:							142.94
11/15	11/09/2015	51314	10536	United Rentals Inc.	Fuel tank for the Thumper/Water Dept	205-7605-0000-301	153.30
Total 51314:							153.30
11/15	11/09/2015	51315	10571	US BANK (I.M.P.A.C. CAL-CARD)	Weight cert for Unit #122	215-5705-0000-301	1,127.75
11/15	11/09/2015	51315	10571	US BANK (I.M.P.A.C. CAL-CARD)	League of Cities Registration	100-1710-0000-307	650.00
11/15	11/09/2015	51315	10571	US BANK (I.M.P.A.C. CAL-CARD)	Supplies for Chief of Police Reception	100-1605-0000-300	208.18

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GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice GL Account	Check Amount
Total 51315:							1,985.93
11/15	11/09/2015	51316	10581	USA Bluebook	Supplies for the Water Dept	205-7605-0000-317	604.70
11/15	11/09/2015	51316	10581	USA Bluebook	Parts for well repairs	205-7605-0000-317	291.02
Total 51316:							895.72
11/15	11/09/2015	51317	10756	Verizon Wireless	Cellular Phones for Fiscal Year 2015/2016	602-1715-0000-310	52.47
Total 51317:							52.47
11/15	11/09/2015	51318	10851	Vincent Communications	Antenna, cables, and mobile mic	100-2705-0000-312	197.60
Total 51318:							197.60
11/15	11/09/2015	51319	12801	Watchtower Bible & Tract Society of NY	deposit refund for 1417 Ventura	205-0200-0000-043	97.02
Total 51319:							97.02
11/15	11/09/2015	51320	11381	Zoom Imaging Solutions, Inc.	Monthly Copier Usage	602-1715-0000-301	12.15
11/15	11/09/2015	51320	11381	Zoom Imaging Solutions, Inc.	Monthly Copier Usage	602-1715-0000-301	272.51
Total 51320:							284.66
11/15	11/10/2015	51321	2136	Chowchilla Employees Assn.	Employee Contribution	702-0200-0000-040	50.00
Total 51321:							50.00
11/15	11/10/2015	51322	12408	Chowchilla Mid-Management	Employee Contributions	702-0200-0000-040	270.00
Total 51322:							270.00
11/15	11/10/2015	51323	2166	Chowchilla Office	Employee Contributions	702-0200-0000-040	175.00
Total 51323:							175.00
11/15	11/10/2015	51324	2171	Chowchilla Peace Officers	Employee Contribution	702-0200-0000-040	903.00

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GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice GL Account	Check Amount
Total 51324:							903.00
11/15	11/10/2015	51325	3836	Fitness Peak	Employee Contribution	702-0200-0000-040	122.50
Total 51325:							122.50
11/15	11/10/2015	51326	12044	U.S. Bank (PARS)	Employee Contributions	702-0200-0000-040	268.44
Total 51326:							268.44
11/15	11/24/2015	51327	12181	American Fidelity	Section 125 for November 2015	702-0100-0000-023	1,495.82
11/15	11/24/2015	51327	12181	American Fidelity	Insurance Premiums for October 2015	702-0100-0000-023	3,785.12
Total 51327:							5,280.94
11/15	11/24/2015	51328	421	AmeriPride	Supplies for the garage	601-3615-0000-315	50.14
11/15	11/24/2015	51328	421	AmeriPride	Supplies for Public Works	305-3620-0000-315	114.46
11/15	11/24/2015	51328	421	AmeriPride	Supplies for the WWTP	215-5705-0000-315	15.89
11/15	11/24/2015	51328	421	AmeriPride	Mats for Shelter	100-2805-0000-315	66.25
11/15	11/24/2015	51328	421	AmeriPride	mats for Civic Center	100-1705-0000-315	53.37
11/15	11/24/2015	51328	421	AmeriPride	Mats for PD	100-2610-0000-315	33.37
11/15	11/24/2015	51328	421	AmeriPride	Supplies for the garage	601-3615-0000-315	40.64
11/15	11/24/2015	51328	421	AmeriPride	Supplies for Public Works	305-3620-0000-315	81.96
11/15	11/24/2015	51328	421	AmeriPride	Supplies for the garage	601-3615-0000-315	50.14
11/15	11/24/2015	51328	421	AmeriPride	Supplies for Public Works	305-3620-0000-315	114.46
11/15	11/24/2015	51328	421	AmeriPride	Supplies for the WWTP	215-5705-0000-315	15.89
11/15	11/24/2015	51328	421	AmeriPride	mats for Civic Center	100-1705-0000-315	53.37
11/15	11/24/2015	51328	421	AmeriPride	Supplies for the Senior Center	100-6615-0000-315	34.04
Total 51328:							723.98
11/15	11/24/2015	51329	546	Aquino Towing Service	jump start for bus #20	325-3705-0000-320	60.00
Total 51329:							60.00
11/15	11/24/2015	51330	646	AT & T	Telephone Service FY 15/16 - Open PO	602-1715-0000-310	1,491.64

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GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice GL Account	Check Amount
Total 51330:							1,491.64
11/15	11/24/2015	51331	1281	BSK Associates	Open PO for Weekly Water test for the Water Dept	205-7605-0000-350	432.00
11/15	11/24/2015	51331	1281	BSK Associates	Open PO for Weekly Water test for the WWTP	215-5705-0000-350	130.00
Total 51331:							562.00
11/15	11/24/2015	51332	1511	California Consulting LLC	Grant Writing Services 11/1/15-11/30/15	305-3620-0000-336	2,500.00
Total 51332:							2,500.00
11/15	11/24/2015	51333	1856	CDW Government, Inc.	back up tapes	602-1715-0000-302	278.10
11/15	11/24/2015	51333	1856	CDW Government, Inc.	Kingston 4G module	602-1715-0000-302	92.02
11/15	11/24/2015	51333	1856	CDW Government, Inc.	Unitrends Support 1 Year - Recovery 822	602-1715-0000-302	5,504.76
11/15	11/24/2015	51333	1856	CDW Government, Inc.	APC Back-ups	602-1715-0000-302	359.53
Total 51333:							6,234.41
11/15	11/24/2015	51334	12052	Central Valley Veterinary Clinic	vet services for strays	100-2805-0000-324	145.00
11/15	11/24/2015	51334	12052	Central Valley Veterinary Clinic	vet services for strays	100-2805-0000-324	210.44
11/15	11/24/2015	51334	12052	Central Valley Veterinary Clinic	vet services for strays	100-2805-0000-324	152.00
11/15	11/24/2015	51334	12052	Central Valley Veterinary Clinic	vet services for strays	100-2805-0000-324	170.05
11/15	11/24/2015	51334	12052	Central Valley Veterinary Clinic	Vet Care for Stray Animal	100-2805-0000-324	80.00
Total 51334:							757.49
11/15	11/24/2015	51335	2046	Chem Quip	Open PO/ Water Dept/Chemicals (Chlorine)	205-7605-0000-346	426.00-
11/15	11/24/2015	51335	2046	Chem Quip	Open PO/ Water Dept/Chemicals (Chlorine)	205-7605-0000-346	1,536.43
Total 51335:							1,110.43
11/15	11/24/2015	51336	2131	Chowchilla Dolt Best	Supplies for the Parks Dept	100-6620-0000-315	10.02
11/15	11/24/2015	51336	2131	Chowchilla Dolt Best	Supplies for the Parks dept	100-6620-0000-315	7.75
11/15	11/24/2015	51336	2131	Chowchilla Dolt Best	bathroom supplies for Civic Center	100-1705-0000-315	64.79
11/15	11/24/2015	51336	2131	Chowchilla Dolt Best	Supplies for the Senior center	100-6615-0000-315	58.36
11/15	11/24/2015	51336	2131	Chowchilla Dolt Best	Supplies for the Senior center	100-6615-0000-315	28.70
11/15	11/24/2015	51336	2131	Chowchilla Dolt Best	Painting supplies/ parks dept	100-6620-0000-315	27.60
11/15	11/24/2015	51336	2131	Chowchilla Dolt Best	Supplies for the Parks Dept	100-6620-0000-315	9.49

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GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice GL Account	Check Amount
11/15	11/24/2015	51336	2131	Chowchilla Dolt Best	Supplies for the parks dept	100-6620-0000-315	2.16
11/15	11/24/2015	51336	2131	Chowchilla Dolt Best	Sprayer for the Streets Dept	305-3620-0000-317	11.87
11/15	11/24/2015	51336	2131	Chowchilla Dolt Best	Supplies for the Parks Dept	100-6620-0000-315	12.28
11/15	11/24/2015	51336	2131	Chowchilla Dolt Best	Supplies for the parks Dept	100-6620-0000-315	4.10
11/15	11/24/2015	51336	2131	Chowchilla Dolt Best	Supplies for the Parks dept	100-6620-0000-315	13.14
11/15	11/24/2015	51336	2131	Chowchilla Dolt Best	Restrooms repair supplies/ Senior Center	100-6615-0000-315	5.37
11/15	11/24/2015	51336	2131	Chowchilla Dolt Best	Supplies for the Senior Center	100-6615-0000-315	5.93
11/15	11/24/2015	51336	2131	Chowchilla Dolt Best	Lights at Ed Ray Park	100-6620-0000-315	9.50
Total 51336:							271.06
11/15	11/24/2015	51337	2136	Chowchilla Employees Assn.	Employee Contribution	702-0200-0000-040	45.00
Total 51337:							45.00
11/15	11/24/2015	51338	12408	Chowchilla Mid-Management	Employee Contributions	702-0200-0000-040	270.00
Total 51338:							270.00
11/15	11/24/2015	51339	2166	Chowchilla Office	Employee Contributions	702-0200-0000-040	150.00
Total 51339:							150.00
11/15	11/24/2015	51340	2171	Chowchilla Peace Officers	Employee Contribution	702-0200-0000-040	903.00
Total 51340:							903.00
11/15	11/24/2015	51341	11622	Cota Cole LLP	Legal Fees forOctober Retainer	100-1615-0000-335	8,340.08
11/15	11/24/2015	51341	11622	Cota Cole LLP	Legal Fees for Rancho Calera	701-0200-0000-042	3,119.50
11/15	11/24/2015	51341	11622	Cota Cole LLP	Legal Fees for Pitchess Motions	100-1615-0000-335	90.30
11/15	11/24/2015	51341	11622	Cota Cole LLP	Legal Fees for Heffington Abatement	100-1615-0000-335	4,711.58
11/15	11/24/2015	51341	11622	Cota Cole LLP	Legal Fees for Collective Bargaining	100-1615-0000-335	608.00
11/15	11/24/2015	51341	11622	Cota Cole LLP	Legal Fees for Hancock Judicial Foreclosure	100-1615-0000-335	97.50
Total 51341:							16,966.96
11/15	11/24/2015	51342	3031	Department of Justice/Acc	Fingerprinting for November 2015	100-2610-0000-350	162.00

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GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice GL Account	Check Amount
Total 51342:							162.00
11/15	11/24/2015	51343	12803	Education & Training Services Public	Management & Supervisory Class/ J. Roman	305-3620-0000-307	499.00
Total 51343:							499.00
11/15	11/24/2015	51344	3676	Ewing Irrigation Products Inc.	Supplies for the parks dept	100-6620-0000-315	151.62
Total 51344:							151.62
11/15	11/24/2015	51345	3711	Farmers Hardware	Supplies for the garage	601-3615-0000-315	6.82
11/15	11/24/2015	51345	3711	Farmers Hardware	Supplies for the Streets Dept	305-3620-0000-317	19.41
11/15	11/24/2015	51345	3711	Farmers Hardware	Parts for the chain saw	305-3620-0000-320	8.40
11/15	11/24/2015	51345	3711	Farmers Hardware	Supplies for the Parks Dept	100-6620-0000-315	7.55
Total 51345:							42.18
11/15	11/24/2015	51346	12212	Fastenal Company	Street light repair parts/ Santa Cruz Blvd	310-3625-0000-300	36.85
11/15	11/24/2015	51346	12212	Fastenal Company	Sand bags	305-3620-0000-317	752.65
11/15	11/24/2015	51346	12212	Fastenal Company	Supplies for the Parks Dept	100-6620-0000-302	4.71
11/15	11/24/2015	51346	12212	Fastenal Company	Irrigation repair supplies/ Parks dept	100-6620-0000-317	50.74
11/15	11/24/2015	51346	12212	Fastenal Company	Supplies for the parks Dept	100-6620-0000-315	4.03
11/15	11/24/2015	51346	12212	Fastenal Company	Supplies for the Parks Dept	100-6620-0000-315	5.28
11/15	11/24/2015	51346	12212	Fastenal Company	Safety Supplies for the WWTP	215-5705-0000-302	20.56
Total 51346:							866.76
11/15	11/24/2015	51347	3736	Ferguson Enterprises, Inc.	Water line repair parts for the Water Dept	205-7605-0000-317	7,120.83
11/15	11/24/2015	51347	3736	Ferguson Enterprises, Inc.	Water line repair parts for the Water Dept	205-7605-0000-317	164.69
Total 51347:							7,285.52
11/15	11/24/2015	51348	3836	Fitness Peak	Employee Contribution	702-0200-0000-040	122.50
Total 51348:							122.50
11/15	11/24/2015	51349	12790	Fresno Madera Counties Police Chief's A	Membership Dues	100-2610-0000-307	100.00

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GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice GL Account	Check Amount
Total 51349:							100.00
11/15	11/24/2015	51350	4616	Grover Landscape Services Inc.	Monthly Landscape for November 2015	100-6620-0000-336	2,535.00
Total 51350:							2,535.00
11/15	11/24/2015	51351	5061	Horizon	Irrigation repair supplies/ Ed Ray park	100-6620-0000-317	92.50
Total 51351:							92.50
11/15	11/24/2015	51352	12805	Hundal, Rajbir	deposit refund for 302 Jefferson	205-0200-0000-043	44.86
Total 51352:							44.86
11/15	11/24/2015	51353	5391	Jim Brisco Enterprises Inc	Annual Slusge removal/ WWTP	215-5705-0000-317	8,996.60
Total 51353:							8,996.60
11/15	11/24/2015	51354	6626	Joann McClendon	2015 City Clerks Seminar	100-1610-0000-307	286.65
Total 51354:							286.65
11/15	11/24/2015	51355	5441	Jocelyn E. Roland, PH.D.	Pre-employment Screening	100-2610-0000-306	425.00
Total 51355:							425.00
11/15	11/24/2015	51356	8626	Joseph Roman	Management & Supervisory Training	205-7605-0000-307	127.50
Total 51356:							127.50
11/15	11/24/2015	51357	5861	Law and Associates	internal investigation	100-2610-0000-336	1,559.70
11/15	11/24/2015	51357	5861	Law and Associates	Background Investigations	100-2610-0000-306	600.00
11/15	11/24/2015	51357	5861	Law and Associates	Pre-employment background investigation	100-2610-0000-306	600.00
Total 51357:							2,759.70
11/15	11/24/2015	51358	6271	Madera County Economic	Economic Summit 11/5/15	100-2705-0000-307	300.00

M = Manual Check, V = Void Check

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice GL Account	Check Amount
Total 51358:							300.00
11/15	11/24/2015	51359	12531	Madera County Fairmead Landfill	Disposal Services for Sept	210-5605-0000-351	12,509.09
Total 51359:							12,509.09
11/15	11/24/2015	51360	11944	Madera County Records Office	To Record Lien Release for APN 014-180-015	100-1600-0000-849	12.00
Total 51360:							12.00
11/15	11/24/2015	51361	12419	Madera Veterinary Center	vet services for strays	100-2805-0000-324	300.00
Total 51361:							300.00
11/15	11/24/2015	51362	12166	Merced Transportation	CATX/CATLinX service October 2015	325-3705-0000-336	16,781.78
Total 51362:							16,781.78
11/15	11/24/2015	51363	11541	Meyers Nave	Legal Services for October 2015	100-1615-0000-335	8,979.98
Total 51363:							8,979.98
11/15	11/24/2015	51364	12807	MidAmerica Administrative &	HRA Processing Fees for 2nd Quarter	702-0200-0000-040	840.00
Total 51364:							840.00
11/15	11/24/2015	51365	6966	Mobile Communications Inc.	Monthly Repeater Rental	325-3705-0000-301	84.00
Total 51365:							84.00
11/15	11/24/2015	51366	12806	Moss, Keith	deposit refund for 435 N Ninth	205-0200-0000-043	99.55
Total 51366:							99.55
11/15	11/24/2015	51367	11658	National Meter & Automation Inc.	Network Antenna for the Water Meter Project	207-7705-0000-500	5,114.80
Total 51367:							5,114.80

M = Manual Check, V = Void Check

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice GL Account	Check Amount
11/15	11/24/2015	51368	12214	NR Cleaning Services	Monthly Service Public Restrooms	100-6620-0000-315	910.00
Total 51368:							910.00
11/15	11/24/2015	51369	12429	O'Dell Engineering	Berenda Reservoir Project	565-6645-0000-500	5,786.25
Total 51369:							5,786.25
11/15	11/24/2015	51370	7516	Office Depot	Office Supplies for PD	100-2610-0000-300	63.71
11/15	11/24/2015	51370	7516	Office Depot	Office Supplies 10152015	100-2610-0000-300	172.94
11/15	11/24/2015	51370	7516	Office Depot	Supplies for Finance	100-1720-0000-300	82.09
Total 51370:							318.74
11/15	11/24/2015	51371	12804	Ortiz, Mary	Deposit refund for 555 S Second St	205-0200-0000-043	84.70
Total 51371:							84.70
11/15	11/24/2015	51372	12665	P & W Paging & Wireless	Minitor 4 repair and decoder	100-2705-0000-312	151.75
11/15	11/24/2015	51372	12665	P & W Paging & Wireless	Minitor VI Pager	100-2705-0000-312	1,921.50
Total 51372:							2,073.25
11/15	11/24/2015	51373	7671	Pacific Gas & Electric	Gas & Electric for November 2015	310-3625-0000-315	69,797.85
Total 51373:							69,797.85
11/15	11/24/2015	51374	11772	PARS	PARS Administration For Sep 2015	207-7705-0000-206	424.48
Total 51374:							424.48
11/15	11/24/2015	51375	11486	Robin Roman	Final Claim for 2015 CALACT Fall Conference	325-3705-0000-305	5.00
Total 51375:							5.00
11/15	11/24/2015	51376	12575	Rod Pruett	League of CA Cities Finance Conference	100-1720-0000-305	199.50
Total 51376:							199.50

M = Manual Check, V = Void Check

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice GL Account	Check Amount
11/15	11/24/2015	51377	8796	S & W Auto Parts Inc.	headlight- CATX bus# 20	325-3705-0000-320	31.30
11/15	11/24/2015	51377	8796	S & W Auto Parts Inc.	Synthenthic Motor Oil	100-2610-0000-320	45.23
11/15	11/24/2015	51377	8796	S & W Auto Parts Inc.	Parts for Unit #168	305-3620-0000-320	88.98
11/15	11/24/2015	51377	8796	S & W Auto Parts Inc.	supplies for City car	100-1710-0000-320	51.70
11/15	11/24/2015	51377	8796	S & W Auto Parts Inc.	Water pump and antifreeze for unit	100-2610-0000-320	82.04
11/15	11/24/2015	51377	8796	S & W Auto Parts Inc.	Bracket	100-2610-0000-320	6.60
11/15	11/24/2015	51377	8796	S & W Auto Parts Inc.	Supplies for the Water Dept	205-7605-0000-320	8.48
Total 51377:							314.33
11/15	11/24/2015	51378	9206	Self Help Enterprises	Loan Portfolio Mgmt Services - RDA	956-9950-0000-336	1,760.00
Total 51378:							1,760.00
11/15	11/24/2015	51379	12247	Sherri Dueker	League of CA Cities Finance Conference	100-1720-0000-305	159.50
Total 51379:							159.50
11/15	11/24/2015	51380	9751	SWRCB/WDR Fees	Annual Waster Water Discharge Fee for the Treatment Plant.	215-5705-0000-345	2,088.00
11/15	11/24/2015	51380	9751	SWRCB/WDR Fees	Annual Waster Water Discharge Fee for the Treatment Plant.	215-5705-0000-345	24,833.00
Total 51380:							26,921.00
11/15	11/24/2015	51381	9756	State Water Resources Control	Operator Cerificate Renewal/ M. Myers	205-7605-0000-305	70.00
Total 51381:							70.00
11/15	11/24/2015	51382	9951	T & T Pavement Markings &	Resurface stop signs/ Streets Dept	305-3620-4000-317	380.16
Total 51382:							380.16
11/15	11/24/2015	51383	10011	Target Specialty Products	Weedabatement spray for the Streets Dept	305-3620-0000-316	5,689.01
11/15	11/24/2015	51383	10011	Target Specialty Products	Weed spray for the Streets Dept	305-3620-0000-316	579.42
Total 51383:							6,268.43
11/15	11/24/2015	51384	10116	Tesei Petroleum Inc.	Fuel for City	325-3705-0000-320	2,087.70

M = Manual Check, V = Void Check

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice GL Account	Check Amount
Total 51384:							2,087.70
11/15	11/24/2015	51385	10131	TF Tire & Service	Tires for Patrol Cars	100-2610-0000-320	272.09
11/15	11/24/2015	51385	10131	TF Tire & Service	tires for patrol cars	100-2610-0000-320	235.68
11/15	11/24/2015	51385	10131	TF Tire & Service	Tires for the Barricade trailer	305-3620-0000-301	224.94
Total 51385:							732.71
11/15	11/24/2015	51386	10176	The Presort Center	To Process Utility & Deliquent Notices	215-1720-0000-336	2,541.73
11/15	11/24/2015	51386	10176	The Presort Center	To Process Utility & Deliquent Notices	215-1720-0000-336	336.39
Total 51386:							2,878.12
11/15	11/24/2015	51387	12044	U.S. Bank (PARS)	Employee Contributions	702-0200-0000-040	152.68
Total 51387:							152.68
11/15	11/24/2015	51388	10536	United Rentals Inc.	Equipment Repairs/ Water Dept	205-7605-0000-301	67.97
Total 51388:							67.97
11/15	11/24/2015	51389	10571	US BANK (I.M.P.A.C. CAL-CARD)	Vet Care for WARCO	100-2618-1202-324	109.99
11/15	11/24/2015	51389	10571	US BANK (I.M.P.A.C. CAL-CARD)	California Peace Officers Association	100-2610-0000-305	350.00
11/15	11/24/2015	51389	10571	US BANK (I.M.P.A.C. CAL-CARD)	Street Patching Material for the Streets Dept	305-3620-4000-318	1,068.41
11/15	11/24/2015	51389	10571	US BANK (I.M.P.A.C. CAL-CARD)	Cal Card Expenses for Administration	100-1610-0000-307	1,483.29
11/15	11/24/2015	51389	10571	US BANK (I.M.P.A.C. CAL-CARD)	Blue concrete dye for VMP Memorial	100-6620-0000-315	605.00
11/15	11/24/2015	51389	10571	US BANK (I.M.P.A.C. CAL-CARD)	Supplies for PD	100-2610-0000-301	10.94
11/15	11/24/2015	51389	10571	US BANK (I.M.P.A.C. CAL-CARD)	Lunch w/Dave Rivere & Brian Haddix RE: PD	100-1720-0000-307	30.01
11/15	11/24/2015	51389	10571	US BANK (I.M.P.A.C. CAL-CARD)	SWAT Training & Batteries	100-2610-0000-301	1,732.86
11/15	11/24/2015	51389	10571	US BANK (I.M.P.A.C. CAL-CARD)	Supplies for Case #152072	100-2610-0000-350	6.37
11/15	11/24/2015	51389	10571	US BANK (I.M.P.A.C. CAL-CARD)	Supplies for Public Works	205-7605-0000-306	452.86
11/15	11/24/2015	51389	10571	US BANK (I.M.P.A.C. CAL-CARD)	Narcotic Testing Kits for PD	100-2610-0000-350	116.14
11/15	11/24/2015	51389	10571	US BANK (I.M.P.A.C. CAL-CARD)	Server Hard Drives	602-1715-0000-302	928.00
Total 51389:							6,893.87
11/15	11/24/2015	51390	10581	USA Bluebook	Supplies for the WWTP	215-5705-0000-317	368.12

M = Manual Check, V = Void Check

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice GL Account	Check Amount
Total 51390:							368.12
11/15	11/24/2015	51391	10756	Verizon Wireless	Phones for 9/10-10/09/2015	601-3615-0000-310	98.81
11/15	11/24/2015	51391	10756	Verizon Wireless	Cellular Phones for Fiscal Year 2015/2016	325-3705-0000-310	1,026.05
Total 51391:							1,124.86
11/15	11/24/2015	51392	12016	Vision Service Plan - (CA)	Vision Service for December 2015	702-0100-0000-023	742.38
Total 51392:							742.38
11/15	11/24/2015	51393	12327	Watch Guard Video	Bracket and 4RE Display WatchGuard	100-2610-0000-320	93.96
Total 51393:							93.96
11/15	11/24/2015	51394	11031	West Coast Arborists Inc.	Annual Tree Pruning Santa Cruz Blvd.	310-3625-0000-316	5,060.00
Total 51394:							5,060.00
11/15	11/24/2015	51395	11381	Zoom Imaging Solutions, Inc.	Monthly Copier Usage	602-1715-0000-301	30.71
Total 51395:							30.71
Grand Totals:							423,971.16

Report Criteria:  
 Report type: Invoice detail



## REPORT TO THE CITY COUNCIL

Council Meeting of December 8, 2015

<b>Agenda Section:</b>	<u>Consent</u>
<b>SUBJECT:</b>	<b>Credit Weed Abatement Charges and Administrative Citation for Property Abated in Error</b>
<b>Prepared By:</b>	<u>Harry Turner, Fire Chief/Fleet Manager</u>
<b>Approved By:</b>	<u>Brian Haddix, City Administrator</u>

### **RECOMMENDATION:**

Authorize City Administrator to issue credit and waive administrative fine for property abated in error during 2015 weed abatement.

### **HISTORY / BACKGROUND:**

Each year City Council approves our annual weed abatement program and associated activities. Staff identifies properties that need to be abated and monitors those properties through the abatement process and time frame.

Due to timing requirements of our code this process can get cumbersome and is sometimes difficult to manage. Prior to the City having properties abated, property owners have the opportunity to appeal to the City Council the City having the properties abated and can abate on their own.

### **SITUATION / ANALYSIS:**

During this years weed abatement process Mr. Larry Pistoresi came before the Council to appeal abatement of properties he was managing at the Council meeting of June 9, 2015. Mr. Pistoresi advised Council he had completed an initial abatement of these properties then we experienced a late rain and the weeds had regrown. He further stated he had abated the weeds a second time.

Council agreed to Mr. Pistoresi's appeal with the stipulation the Fire Chief would inspect the properties the following day to confirm compliance. The Fire Chief did inspect the properties the following day and found the properties to have some minor weed growth but well within compliance.

While the City's contractor was continuing with abatement of the remainder of the non-compliant properties, he also abated one of the properties Mr. Pistoresi had appealed abatement for.

When City staff received the abated list from the contractor, they issued an administrative citation fine and a bill for the abatement of this property.

It was City staff's oversight that caused the contractor to abate the property managed by Mr. Pistoresi and Mr. Pistoresi had done what he was supposed to and required to do. City staff did not remove the property from the contractors list of properties to be abated in time to avoid the contractor abating the property.

**FINANCIAL IMPACT:**

\$110.00 cost for abating property to be taken from weed abatement line item.  
Waiving of administrative citation fine does not impact budget.

**ATTACHMENTS:**

Resolution  
Invoice

**COUNCIL RESOLUTION # -15**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHOWCHILLA, CALIFORNIA,  
AUTHORIZING CITY ADMINISTRATOR TO ISSUE A CREDIT AND WAIVE ADMINISTRATIVE FINE**

**WHEREAS**, the City of Chowchilla conducts a weed abatement program annually; and

**WHEREAS**, the City has non-compliant properties abated and issues Administrative citations to those non-compliant property owners; and

**WHEREAS**, the City Council provides an opportunity for property owners to appeal the abatement of such properties; and

**WHEREAS**, property owner’s representative did make the appropriate appeal to the City Council on June 9, 2015 regarding property located at 10325 Keystone; and

**WHEREAS**, the property was mistakenly abated, owner billed for abatement and Administrative fine imposed;

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

1. The above recitals are true and correct.
2. Authorizes City Administrator to issue credit for abatement costs of 10325 Keystone
3. Authorizes City Administrator to waive Administrative fine imposed due to above.
4. This resolution is effective immediately upon adoption.

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

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

APPROVED:

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

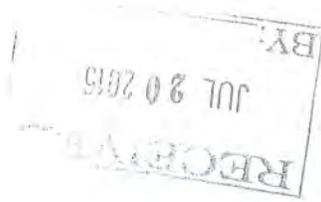
ATTEST:

\_\_\_\_\_  
Joann McClendon, CMC  
Interim City Clerk

**CITY OF CHOWCHILLA**

130 S Second St  
Civic Center Plaza  
Chowchilla CA 93610  
Phone: (559) 665-8615 Fax:

**INVOICE**



Date	Number	Page
06/30/2015	2843	1

**Bill To:** Moles, Dorthoy Darelene  
P.O. Box 580  
Chowchilla CA 93610-2944

**Customer No.** 2255

Contact:

Terms: Net 30

Quantity	Description	Unit Price	Net Amount
1	Weed Abatement for 10325 Keystone Dr	110.00	110.00
1	Weed Abatement Citation	100.00	100.00

**COMMENTS**

For Questions on your bill, please contact John Anthony at (559) 665-8615 Extension 407.

<b>Amount</b>	210.00
<b>Freight</b>	
<b>Balance Due</b>	<u>210.00</u>

*Block 10 - Lot 50*





# REPORT TO THE CITY COUNCIL

Council Meeting of December 8, 2015

<b>Agenda Section:</b>	<u>Public Hearing</u>
<b>SUBJECT:</b>	<b>Consideration of a Resolution Accepting the Annual Report on Development Impact Fees and Making Certain Findings Related Thereto</b>
<b>Prepared By:</b>	<u>Sherri Dueker, Accounting Manager</u>
<b>Reviewed By:</b>	<u>Rod Pruett, Finance Director</u>
<b>Approved By:</b>	<u>Brian Haddix, City Administrator</u>

## **RECOMMENDATION**

Staff recommends the City Council:

- 1) Receive this report prepared to satisfy Government Code Subsection 66006(b)(1); and
- 2) Review the Supplemental Information Report and provide direction.

## **HISTORY / BACKGROUND**

State of California Assembly Bill 1600 (AB 1600) – the Mitigation Fee Act (Gov. Code, Sections 66000 *et seq.*) sets forth the standards against which monetary exactions on development projects are measured.

The City Council has adopted and updated various development impact fees applicable to new development within the City. The purpose of development impact fees is to finance the design, construction and acquisition of facilities and equipment necessary to accommodate future development within the City.

Development impact fees that are collected are segregated and placed in special funds or accounts, which earn interest. Those funds are held for the facilities for which the fees are collected, in accordance with Government Code Section 66006.

As of June 30, 2015, the City had 14 separate and distinct fees that are collected, pursuant to AB 1600. The following is a summary listing of the fees, along with the balance for each fee account, as of June 30, 2015:

<u>Fee Type and Description</u>	<u>June 30, 2015 Balance</u>
1. Police Facilities and Vehicles	\$375,025
2. Fire	\$533,160
3. Ave26 Interchange	\$15,012
4. Avenue 17 Interchange	\$313,323
5. Streets and Roads	\$760,453
6. Storm Drain	\$1,778,332
7. Signalization	\$378,767
8. Wastewater System Capital Reserve	\$683,123
9. Park – Soccer	0

10. Park – Miscellaneous.	0
11. Park - Development	0
12. Park - Grant	<b>\$(23,573)</b>
13. Water System	\$192,675
14. Public Building	<b>\$(557,442)</b>

It should be noted that the balances are negative for the following Funds:

- Park – Grant
- Public Building

As development is cyclical, fluctuations are expected in the balances. However, as long as the projected growth occurs that was originally planned in the AB 1600 plan, developer fees should pay for their share of the costs. At this point in time, the fee balances are negative. That indicates there has been less development than anticipated in the most recent AB 1600 study to date, to support the use of the fees.

It should also be noted that the following funds have -0- balances due to merging of funds to Park-Grant fund for streamlining of accounting processes.

- Park-Soccer
- Park-Miscellaneous
- Park-Development

Please note that the above amounts reflect cash balances as of June 30, 2015. For more information related to designations of reserves for future projects, encumbrances, or accounts payable related to these funds please see the attachments for more detail.

#### Five-Year Findings for Development Impact Fees

If the money in the impact fee funds has not been spent, then the City is required to make findings, regardless of whether those moneys are committed or uncommitted. Those findings need to be made only once every five years.

Government Code Subsection 66001(d) sets forth the five-year findings requirements as:

*(d) For the fifth fiscal year following the first deposit into the account or fund, and every five years thereafter, the local agency shall make all of the following findings with respect to that portion of the account or fund remaining unexpended, whether committed or uncommitted:*

- 1. Identify the purpose to which the fee is to be put. [Provide] A brief description of the type of fee in the account or fund;*
- 2. Demonstrate a reasonable relationship between the fee and the purpose for which it is charged;*
- 3. Identify all sources and amounts of funding anticipated to complete financing in incomplete improvements identified in paragraph (2) of subdivision (a); and*
- 4. Designate the approximate dates on which the funding referred to in paragraph (3) is expected to be deposited into the appropriate account or fund.*

When findings are required, the City must also make them in connection with an annual compliance report (Government Code Subsection 66001 (a)). This report complies with both the required annual and five-year findings.

## Annual Compliance Reporting for all Development Impact Fees

Government Code Subsection 66006 (b)(1) sets forth the annual compliance reporting requirements as:

*For each separate account or fund established pursuant to subdivision (a), the local agency shall, within 180 days after the last day of each fiscal year, make available to the public the following information for the fiscal year:*

- 1. A brief description of the type of fee in the account or fund;*
- 2. The amount of the fee;*
- 3. The beginning and ending balance of the account or fund;*
- 4. The amount of the fees collected and the interest earned;*
- 5. An identification of each public improvement on which fees were expended and the amount of the expenditures on each improvement, including the total percentage of the cost of the public improvement that was funded with fees;*
- 6. An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement, as identified in paragraph (2) of subdivision (a) of Section 66001, and the public improvement remains incomplete; and*
- 7. A description of each inter-fund transfer or loan made from the account or fund, including the public improvement on which the transferred or loaned fees will be expended, and in the case of an inter-fund loan, the date on which the loan will be repaid and the rate of interest that the account or fund will receive on the loan; and*
- 8. The amount of refunds made pursuant to subdivision (e) Section 66001 and any allocation pursuant to subdivision (f) of Section 66001.*

### Compliance Report Format

Attached to this report are Attachments A through P, which are intended to fulfill the annual compliance information requirements of Section 66006. Attachment A provides a summary of the activity for the fiscal year ended June 30, 2015. Attachments B through P represent a separate fund account pursuant to this Section. Each attachment should provide appropriate information to understand the purpose of each fund, the balances in each fund, along with information on the annual activity in the fund.

The Council should note the City is also required to identify an approximate date for starting construction on a public improvement within 180 days after determining sufficient funds have been collected to complete financing of the improvement. Staff will be sure to track the required timing for that construction.

Fees received for these purposes offset the costs that are being deducted from the fee balance; in some instances, creating a negative balance at the end of year for that fee. None of the other public improvements have collected sufficient funds to complete their financing.

### **FINANCIAL ANALYSIS**

Tracking of the fund activities, summarizing the activity for this report and preparation of the report requires resources of the Finance Department. No funds were expended on outside sources to comply with this unfunded State mandate. This is a required reporting and compliance report per the California Government Code. Failure to report on activity and account balances per the applicable regulations could allow a successful challenge to the collection of the related fees in the future or repayment of previously collected fees.

### Conclusion:

The purpose of the applicable legal requirements, as it applies to findings and compliance reporting, is to provide the community with information as to the status and use of fees collected under the Mitigation Fee Act (Gov. Code Sections 66000 *et seq.*), commonly called Impact Fees. 38

## **ATTACHMENTS**

- A. Resolution
- B. Summary Information Report
- C. Police Facilities and Vehicles
- D. Fire
- E. Ave26 Interchange
- F. Avenue 17 Interchange
- G. Streets and Roads
- H. Storm Drain
- I. Signalization
- J. Wastewater System
- K. Park – Soccer
- L. Park – Misc.
- M. Park - Development
- N. Park - Grant
- O. Water System
- P. Public Building

**COUNCIL RESOLUTION # -15**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHOWCHILLA, CALIFORNIA  
REVIEWING CERTAIN IMPACT FEE ACCOUNTS, ADOPTING THE REPORT AND MAKING  
CERTAIN FINDINGS RELATED THERETO.**

**WHEREAS**, California Government Code 66006 requires an annual public review of all impact fee accounts maintained by a public agency such as the City of Chowchilla; and

**WHEREAS**, California Government Code 66001 requires certain findings related to all impact fees on hand longer than five years; and

**WHEREAS**, the Finance Department has prepared a report attached hereto in compliance with the requirements of such State Statutes (the "Report"); and

**WHEREAS**, the Report contains all of the information required by law; and

**WHEREAS**, a copy of said report has been on file at least fifteen days prior to the date of the Council Meeting at which the Report is being reviewed; and

**WHEREAS**, the State Route 99/Road 17, Avenue 26 Improvements, Signalization, Waste Water, Roads, Police and Fire Impact Fee programs all have a portion of their balance that has been on deposit for at least five years.

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

1. All of the above recitals are true and correct.
2. The entire remaining balance on hand for each of the development impact fees that have a balance that is at least 5 years old shall be held until such time that it is deemed appropriate to expend the funds available on one or more projects for which these monies were originally collected.
3. A copy of the approved resolution shall be forwarded to the Finance Director for use in overseeing these monies.
4. The Report is adopted and approved.
5. The findings listed in the Report are adopted by the Council and are consistent with the requirements of Section 66001 and Section 66006.
6. This resolution is effective immediately upon adoption.

**PASSED AND ADOPTED** by City Council of the City of Chowchilla this 8th day of December 2015 by the following votes to wit:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

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

ATTEST:

\_\_\_\_\_  
Joann McClendon, CMC  
Interim City Clerk

City of Chowchilla  
Cash Balances - Impact Fee Funds  
FY 2014/2015

Attachment A

Fund	500	505	515	520	522	525	530	545	550	555	560	565	570	575
Description	Police	Fire	Ave 26 Inter	Ave 17 Inter	Road Impact	Storm Drain	Signalization	Waste Water	Park - Soccer	Park - Misc	Park Dev	Park Grant	Water Syst	Public Bldg
Beginning cash balance	\$ 530,170	\$ 531,089	\$ 13,179	\$ 311,591	\$ 757,969	\$ 1,657,191	\$ 375,712	\$ 674,700	\$ (2,166)	\$ (229,885)	\$ 50,977	\$ 185,630	\$ 185,389	\$ (558,664)
Adjustment to Beginning Cash Balance	\$ 231	\$ 229	\$ 6	\$ 134	\$ 325	\$ 713	\$ 162	\$ 292	\$ (10)	\$ (99)	\$ (3,320)	\$ 80	\$ 80	
Prior Period Adjustment									6.00	229,985		(118,905)		
Collection of Receivables:														
Add prior yr A/R Utilities						13,530								
Deduct current yr A/R Utilities						(12,835)								
Fees Collected:														
Utilities														
Collection Agency Proceeds						185								
Development Fees	3,386	2,382	1,807	1,145	563	2,130	2,347	\$ 7,148					6,934	1,463
Cap Improvement Fees					495	115,891					2,867			
Grant Revenue														
Investment Income														
Current Year	715	771	20	453	1,101	2,499	546	\$ 983			70	183	272	(241)
Transfer in									2,170					
Disbursements	(159,477)	(1,311)				(971)					(50,594)	(90,561)		
Deduct Prior Yr Balance Trade Pay	-	-												
Add Back Current Yr balance T Pay														
<b>Ending cash balance</b>	<b>\$ 375,025</b>	<b>\$ 533,160</b>	<b>\$ 15,012</b>	<b>\$ 313,323</b>	<b>\$ 760,453</b>	<b>\$ 1,778,332</b>	<b>\$ 378,767</b>	<b>\$ 683,123</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 0</b>	<b>\$ (23,573)</b>	<b>\$ 192,675</b>	<b>\$ (557,442)</b>

City of Chowchilla  
**Summary of Local Agency Improvement Fees Expended**  
**Report for 5 year period ending June 30, 2015**  
**Fund: 500**  
**Police Impact Fees**

Attachment B

Project	2009-10				Beginning Balance 7/1/2009	Adjusted Beg Bal	Ending Balance 6/30/2010
	Total Expended	Developer Fees	Interest Income	Other Income			
Prior Period Adjustment	\$ 2,600						
Microwave Tower	6,624						
CAD/RMS Sys Replacement	100,290						
Evidence Storage Rm	244						
Project Dev-Govt Ctr (1)	163,650						
<b>Total 2009-10</b>	<b>\$ 273,407</b>	<b>\$ 3,476</b>	<b>\$ 2,282</b>	<b>\$ 2,649</b>	<b>\$ 773,230</b>		<b>\$ 508,229</b>

(1) \$306,700.00 encumbered for purchase of County Court Bldg.

Project	2010-11				Beginning Balance 7/1/2010	Adjusted Beg Bal	Ending Balance 6/30/2011
	Total Expended	Developer Fees	Interest Income	Other Income			
Microwave Tower	\$ 1,390						
CAD/RMS Sys Replacement	413						
Project Dev-Govt Ctr (1)							
<b>Total 2010-11</b>	<b>\$ 1,802</b>	<b>\$ 69,846</b>	<b>\$ 2,256</b>		<b>\$ 508,229</b>		<b>\$ 578,529</b>

(1) \$306,700.00 encumbered for purchase of County Court Bldg.

Project	2011-12				Beginning Balance 7/1/2011	Adjusted Beg Bal	Ending Balance 6/30/2012
	Total Expended	Developer Fees	Interest Income	Other Income			
Computer Hardware/software	\$ 1,723						
CAD/RMS Sys Replacement	20,375						
Evidence Storage	715						
Project Dev-Govt Ctr (1)	2,880						
<b>Total 2011-12</b>	<b>\$ 25,693</b>	<b>\$ 79,071</b>	<b>\$ 1,665</b>		<b>\$ 578,529</b>		<b>\$ 633,572</b>

(1) \$306,700.00 encumbered for purchase of County Court Bldg.

Project	2012-13				Beginning Balance 7/1/2012	Adjusted Beg Bal	Ending Balance 6/30/2013
	Total Expended	Developer Fees	Interest Income	Other Income			
Computer Hardware/software (2)	\$ 18,912						
Communications Equipment (2)	-						
Animal Shelter Improvements	6,229						
Microwave Tower (2)	-						
Project Dev-Govt Ctr (1)	4,138						
Current Yr Investment Income			\$ 1,894				
Prior Period Adjustment			580				
<b>Total 2012-13</b>	<b>\$ 29,279</b>	<b>\$ -</b>	<b>\$ 2,474</b>	<b>\$ -</b>	<b>\$ 633,572</b>		<b>\$ 606,767</b>

(1) \$306,700 encumbered for purchase of County Court Bldg.

(2) AP of \$44,366.32

Project	2013-14				Beginning Balance 7/1/2013	* Adjusted Beg Bal	Ending Balance 6/30/2014
	Total Expended	Developer Fees	Interest Income	Other Income			

Computer Hardware/software (2)	\$	44,778								
Communications Equipment (2)		6,924								
Courthouse Remodel		26,927								
Government Facility Repair		2,679								
Current Yr Investment Income				\$	794					
Project Dev-Govt Ctr (1)										
<b>Total 2013-14</b>	<b>\$</b>	<b>81,308</b>	<b>\$</b>	<b>3,917</b>	<b>\$</b>	<b>794</b>	<b>\$</b>	<b>-</b>	<b>\$ 606,767</b>	<b>\$ 530,170</b>

(1) \$306,700 encumbered for purchase of County Court Bldg.

(2) AP of 44366.32 12/13 trade payables paid in current year

(2) AP less \$3506.15 current year trade payable

Project	2014-15				Beginning Balance 7/1/2014	* Adjusted Beg Bal	Ending Balance 6/30/2015
	Total Expended	Developer Fees	Interest Income	Other Income			
City Wide Network Connectivity (2)	1,590						
Courthouse Remodel	65,878						
Government Facility Repair (3)	92,009						
Current Yr Investment Income			\$	715			
Prior Period Adjustment							
<b>Total 2014-15</b>	<b>\$ 159,477</b>	<b>\$ 3,386</b>	<b>\$ 715</b>	<b>\$ -</b>	<b>\$ 530,170</b>	<b>\$ 231</b>	<b>\$ 375,025</b>

(1) \$306,700 encumbered for purchase of County Court Bldg.

(2) \$1490.47 current year trade payable

(3)\$3.14 current year trade payable

**\*4th QTR interest not posted when presented to council 13/14FY**

City of Chowchilla  
 Summary of Local Agency Improvement Fees Expended  
 Report for 5 year period ending June 30, 2015  
 Fund: 505  
 Fire Impact Fees

Attachment C

Project	2009-10				Beginning Balance 7/1/2009	Adjusted Beg Bal	Ending Balance 6/30/2010
	Total Expended	Developer Fees	Interest Income	Other Income			
Microwave Tower	\$ 2,649						
<b>Total 2009-10</b>	<b>\$ 2,649</b>	<b>\$ 6,436</b>	<b>\$ 1,005</b>	<b>\$ -</b>	<b>\$ 247,675</b>		<b>\$ 252,467</b>

Project	2010-11				Beginning Balance 7/1/2010	Adjusted Beg Bal	Ending Balance 6/30/2011
	Total Expended	Developer Fees	Interest Income	Other Income			
CAD/RMS Sys Replacement	\$ 413						
<b>Total 2010-11</b>	<b>\$ 413</b>	<b>\$ 129,255</b>	<b>\$ 1,249</b>	<b>\$ -</b>	<b>\$ 252,467</b>		<b>\$ 382,558</b>

Project	2011-12				Beginning Balance 7/1/2011	Adjusted Beg Bal	Ending Balance 6/30/2012
	Total Expended	Developer Fees	Interest Income	Other Income			
<b>Total 2011-12</b>	<b>\$ -</b>	<b>\$ 146,427</b>	<b>\$ 1,247</b>	<b>\$ -</b>	<b>\$ 382,558</b>		<b>\$ 530,233</b>

Project	2012-13				Beginning Balance 7/1/2012	Adjusted Beg Bal	Ending Balance 6/30/2013
	Total Expended	Developer Fees	Interest Income	Other Income			
Prior Period Adjustment			\$ 485				
Current Yr Investment Income			1,616				
Communications Equipment (1)	\$ -						
<b>Total 2012-13</b>	<b>\$ -</b>		<b>\$ 2,101</b>	<b>\$ -</b>	<b>\$ 530,233</b>		<b>\$ 532,334</b>

(1) AP of 5,014.17

Project	2013-14				Beginning Balance 7/1/2013	Adjusted Beg Bal	Ending Balance 6/30/2014
	Total Expended	Developer Fees	Interest Income	Other Income			
Computer Hardware/software (2)							
Communications Equipment (1)	\$ 7,875						
<b>Total 2013-14</b>	<b>\$ 7,875</b>	<b>\$ 5,876</b>	<b>\$ 754</b>	<b>\$ -</b>	<b>\$ 532,334</b>		<b>\$ 531,089</b>

(1) AP of 5,014.17 trade payables py

Project	2014-15				Beginning Balance 7/1/2014	* Adjusted Beg Bal	Ending Balance 6/30/2015
	Total Expended	Developer Fees	Interest Income	Other Income			
Prior Period Adjustment							
Project Dev-Govt Ctr (1)	\$ 1,490						
City Wide Network Connectivity	\$ 1,311						
<b>Total 2014-15</b>	<b>\$ 1,311</b>	<b>\$ 2,382</b>	<b>\$ 771</b>	<b>\$ -</b>	<b>\$ 531,089</b>	<b>\$ 229</b>	<b>\$ 533,160</b>

(1) AP of \$1490 trade payable

\*4th QTR interest not posted when presented to council 13/14FY

City of Chowchilla  
 Summary of Local Agency Improvement Fees Expended  
 Report for 5 year period ending June 30, 2015  
 Fund: 515  
 SR99/Ave 26 Interchange

Attachment E

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Project	2008-09				Beginning Balance 7/1/2008	Adjusted Beg Bal	Ending Balance 6/30/2009
	Total Expended	Developer Fees	Interest Income	Other Income (2)			
SR99/233 Interchange PSR	\$ 49,259						
<b>Total 2008-09</b>	<b>\$ 49,259</b>	<b>\$ -</b>	<b>\$ 297</b>	<b>\$ -</b>	<b>\$ 72,901</b>		<b>\$ 23,939</b>

Project	2009-10				Beginning Balance 7/1/2009	Adjusted Beg Bal	Ending Balance 6/30/2010
	Total Expended	Developer Fees	Interest Income	Other Income			
SR99/233 Interchange PSR	\$ 10,919						
Appraisals	872						
<b>Total 2009-10</b>	<b>\$ 11,790</b>	<b>\$ -</b>	<b>\$ 62</b>	<b>\$ -</b>	<b>\$ 23,939</b>		<b>\$ 12,210</b>

Project	2010-11				Beginning Balance 7/1/2010	Adjusted Beg Bal	Ending Balance 6/30/2011
	Total Expended	Developer Fees	Interest Income	Other Income			
<b>Total 2010-11</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 52</b>	<b>\$ -</b>	<b>\$ 12,210</b>		<b>\$ 12,262</b>

Project	2011-12				Beginning Balance 7/1/2011	Adjusted Beg Bal	Ending Balance 6/30/2012
	Total Expended	Developer Fees	Interest Income	Other Income			
<b>Total 2011-12</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 33</b>	<b>\$ -</b>	<b>\$ 12,262</b>		<b>\$ 12,295</b>

Project	2012-13				Beginning Balance 7/1/2012	Adjusted Beg Bal	Ending Balance 6/30/2013
	Total Expended	Developer Fees	Interest Income	Other Income			
Prior Period Adjustment			\$ 11				
Current Yr Investment Income			37				
<b>Total 2012-13</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 49</b>	<b>\$ -</b>	<b>\$ 12,295</b>		<b>\$ 12,344</b>

Project	2013-14				Beginning Balance 7/1/2013	Adjusted Beg Bal	Ending Balance 6/30/2014
	Total Expended	Developer Fees	Interest Income	Other Income			
SR99/233 Interchange PSR				\$ 817			
Current Yr Investment Income			18				
<b>Total 2013-14</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 18</b>	<b>\$ 817</b>	<b>\$ 12,344</b>		<b>\$ 13,179</b>

Project	2014-15				Beginning Balance 7/1/2014	* Adjusted Beg Bal	Ending Balance 6/30/2015
	Total Expended	Developer Fees	Interest Income	Other Income			
SR99/233 Interchange PSR				\$ 1,807			
Current Yr Investment Income			20				
<b>Total 2014-15</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 20</b>	<b>\$ 1,807</b>	<b>\$ 13,179</b>	<b>\$ 6</b>	<b>\$ 15,012</b>

\*4th QTR interest not posted when presented to council 13/14FY

City of Chowchilla  
 Summary of Local Agency Improvement Fees Expended  
 Report for 5 year period ending June 30, 2015  
 Fund: 520  
 SR99/Rd17 Interchange

Attachment F

Project	2009-10				Beginning Balance 7/1/2009	Adjusted Beg Bal	Ending Balance 6/30/2010
	Total Expended	Developer Fees	Interest Income	Other Income			
Total 2009-10	\$ -	\$ -	\$ 1,349	\$ -	\$ 306,050		\$ 307,399

Project	2010-11				Beginning Balance 7/1/2010	Adjusted Beg Bal	Ending Balance 6/30/2011
	Total Expended	Developer Fees	Interest Income	Other Income			
Total 2010-11	\$ -	\$ -	\$ 1,309	\$ -	\$ 307,399		\$ 308,709

Project	2011-12				Beginning Balance 7/1/2011	Adjusted Beg Bal	Ending Balance 6/30/2012
	Total Expended	Developer Fees	Interest Income	Other Income			
Total 2011-12	\$ -	\$ -	\$ 827	\$ -	\$ 308,709		\$ 309,536

Project	2012-13				Beginning Balance 7/1/2012	Adjusted Beg Bal	Ending Balance 6/30/2013
	Total Expended	Developer Fees	Interest Income	Other Income			
Prior Period Correction			\$ 283				
Current Yr Investment Income			944				
Total 2012-13	\$ -	\$ -	\$ 1,227	\$ -	\$ 309,536		\$ 310,763

Project	2013-14				Beginning Balance 7/1/2013	Adjusted Beg Bal	Ending Balance 6/30/2014
	Total Expended	Developer Fees	Interest Income	Other Income			
SR99/Rd17 Interchange				\$ 382			
Current Yr Investment Income			446				
Total 2013-14	\$ -	\$ -	\$ 446	\$ 382	\$ 310,763		\$ 311,591

Project	2014-15				Beginning Balance 7/1/2014	* Adjusted Beg Bal	Ending Balance 6/30/2015
	Total Expended	Developer Fees	Interest Income	Other Income			
SR99/Rd17 Interchange		\$ 1,145					
Current Yr Investment Income			453				
Total 2014-15	\$ -	\$ 1,145	\$ 453	\$ -	\$ 311,591	\$ 134	\$ 313,323

\*4th QTR interest not posted when presented to council 13/14FY

City of Chowchilla  
 Summary of Local Agency Improvement Fees Expended  
 Report for 5 year period ending June 30, 2015  
 Fund: 522  
 Road Impact Fees

Attachment G

Project	2008-09				Beginning Balance 7/1/2008	Adjusted Beg Bal	Ending Balance 6/30/2009
	Total Expended	Developer Fees	Interest Income	Other Income (2)			
No Activity	\$ -						
<b>Total 2008-09</b>	<b>\$ -</b>	<b>\$ 168,900</b>	<b>\$ 3,184</b>	<b>\$ -</b>	<b>\$ 441,222</b>		<b>\$ 613,305</b>
Project	Expended 2009-10	Fees 2009-10	Income 2009-10	Income 2009-10	Balance \$ 39,995		Balance \$ 40,359
No Activity	\$ -						
<b>Total 2009-10</b>	<b>\$ -</b>	<b>\$ 40,295</b>	<b>\$ 2,600</b>	<b>\$ -</b>	<b>\$ 613,305</b>		<b>\$ 656,201</b>
Project	2010-11				Beginning Balance 7/1/2010	Adjusted Beg Bal	Ending Balance 6/30/2011
	Total Expended	Developer Fees	Interest Income	Other Income			
<b>Total 2010-11</b>	<b>\$ -</b>	<b>\$ 28,831</b>	<b>\$ 2,834</b>	<b>\$ -</b>	<b>\$ 656,201</b>		<b>\$ 687,865</b>
Project	2011-12				Beginning Balance 7/1/2011	Adjusted Beg Bal	Ending Balance 6/30/2012
	Total Expended	Developer Fees	Interest Income	Other Income			
<b>Total 2011-12</b>	<b>\$ -</b>	<b>\$ 50,492</b>	<b>\$ 1,920</b>	<b>\$ -</b>	<b>\$ 687,865</b>		<b>\$ 740,277</b>
Project	2012-13				Beginning Balance 7/1/2012	Adjusted Beg Bal	Ending Balance 6/30/2013
	Total Expended	Developer Fees	Interest Income	Other Income			
Prior Period Adjustment			\$ 677				
Current Yr Investment Income			2,413				
<b>Total 2012-13</b>	<b>\$ -</b>		<b>\$ 3,090</b>	<b>\$ -</b>	<b>\$ 740,277</b>		<b>\$ 743,367</b>
Project	2013-14				Beginning Balance 7/1/2013	Adjusted Beg Bal	Ending Balance 6/30/2014
	Total Expended	Developer Fees	Interest Income	Other Income			
Development Fees		\$ 13,041		\$ 495			
Current Yr Investment Income			1,066				
<b>Total 2013-14</b>	<b>\$ -</b>	<b>\$ 13,041</b>	<b>\$ 1,066</b>	<b>\$ 495</b>	<b>\$ 743,367</b>		<b>\$ 757,969</b>
Project	2014-15				Beginning Balance 7/1/2014	* Adjusted Beg Bal	Ending Balance 6/30/2015
	Total Expended	Developer Fees	Interest Income	Other Income			
Development Fees		\$ 563		\$ 495			
Current Yr Investment Income			1,101				
<b>Total 2014-15</b>	<b>\$ -</b>	<b>\$ 563</b>	<b>\$ 1,101</b>	<b>\$ 495</b>	<b>\$ 757,969</b>	<b>\$ 325</b>	<b>\$ 760,453</b>

\*4th QTR interest not posted when presented to council 13/14FY

City of Chowchilla

Summary of Local Agency Improvement Fees Expended  
Report for 5 year period ending June 30, 2015

H

Fund: 525

Storm Drain Cap

Project	2009-10				Beginning Balance 7/1/2009	Ending Balance 6/30/2010
	Total Expended	Developer Fees	Interest Income	Other Income		
Bad Debt Expense (5)	\$ 2,177					
Streets Capital Improvements (2)	125,518.79					
Road 16 Pipeline Environment (4)	5,034.88					
Road 16 Pipeline Engineering (4)	20,747.50					
Humboldt SD Pipeline Engineering (4)	14,080.00					
Humboldt SD Pipeline Const Engr (4)	941.50					
Humboldt SD Pipeline Construction (3)	275,979.88					
Workforce Housing Grant				\$ 275,979		
Chowchilla High				400,000		
Utilities Fees				110,223		
Transfer in				79,300		
<b>Total 2009-10</b>	<b>\$ 444,480</b>	<b>\$ 49,269</b>	<b>\$ 419</b>	<b>\$ 865,502</b>	<b>\$ (6,471)</b>	<b>\$ 464,239</b>

(1) LT Rec

(2) To be repaid through reimbursement agreement

(3) Reimbursed from Workforce Housing Grant

(4) Paid from impact fees

(5) Paid from other income

Project	2010-11				Beginning Balance 7/1/2010	Ending Balance 6/30/2011
	Total Expended	Developer Fees	Interest Income	Other Income		
Bad Debt Expense (4)	\$ 3,505					
Refund of Overpayment of fees (2)	30,160					
Humboldt SD Pipeline Const Engr (4)	89					
Humboldt SD Pipeline Construction (3)						
Capital Replacement				\$ 117,056		
Storm Drain Improvement		\$ 12,335				
Prior Period Adjustment		97,477				
Cornerstone				50,000		
Transfer RDA Funds				21,500		
Transfer RDA Funds				90,081		
<b>Total 2010-11</b>	<b>\$ 33,754</b>	<b>\$ 109,812</b>	<b>\$ -</b>	<b>\$ 278,637</b>	<b>\$ 464,239</b>	<b>\$ 818,934</b>

(1) \$111925.87 Cap. Component of Storm Drain Fee

(2) Refund of Overpayment of fees

(3) Reimbursed from Workforce Housing Grant

(4) Paid from impact fees

Project	2011-12				Beginning Balance 7/1/2011	Ending Balance 6/30/2012
	Total Expended	Developer Fees	Interest Income	Other Income		
Bad Debt Expense	\$ 2,702					
Capital Replacement						
City Attorney/Legal fees	60					
Cornerstone Community Church				\$ 316,500		
Capital Replacement				\$ 112,761		

City of Chowchilla

Summary of Local Agency Improvement Fees Expended

H

Report for 5 year period ending June 30, 2015

Fund: 525

Storm Drain Cap

Washington Road Sd Fee							
Storm Drain Improvement		\$ 141,088		\$ 35,927			
<b>Total 2011-12</b>	<b>\$ 2,762</b>	<b>\$ 141,088</b>	<b>\$ 4,137</b>	<b>\$ 465,188</b>	<b>\$ 818,934</b>	<b>\$ 1,426,584</b>	

(1) \$113982.28Cap. Component of Storm Drain Fee and Washington Rd SD Fee 35926.54

Project	2012-13				Beginning Balance 7/1/2012	Adjusted Beg Balance	Ending Balance 6/30/2013
	Total Expended	Developer Fees	Interest Income	Other Income			
Bad Debt Expense	\$ 1,298						
Current Yr Investment Income			4,521				
Capital Replacement				\$ 114,518			
<b>Total 2012-13</b>	<b>\$ 1,298</b>	<b>\$ 54</b>	<b>\$ 4,521</b>	<b>\$ 114,518</b>	<b>\$ 1,426,584</b>	<b>\$ 1,544,378</b>	

Designated for:

Humboldt SD Project	90,081.00
Road 16 Project	21,500.00

Project	2013-14				Beginning Balance 7/1/2013	Adjusted Beg Bal	Ending Balance 6/30/2014
	Total Expended	Developer Fees	Interest Income	Other Income			
Bad Debt Expense	\$ 1,111						
Capital Replacement				\$ 114,081			
Current Yr Investment Income			2,269				
Storm Drain Impact Fees				\$ 2,264			
Storm Drain Improvement	\$ 4,690						
<b>Total 2013-14</b>	<b>\$ 5,801</b>		<b>\$ 2,269</b>	<b>\$ 116,345</b>	<b>\$ 1,544,378</b>	<b>\$ 1,657,191</b>	

Designated for:

Humboldt SD Project	90,081.00
Road 16 Project	21,500.00

Project	2014-15				Beginning Balance 7/1/2014	* Adjusted Beg Bal	Ending Balance 6/30/2015
	Total Expended	Developer Fees	Interest Income	Other Income			
Bad Debt Expense	\$ 971						
Capital Replacement				\$ 115,891			
Collection Agency Proceeds				\$ 185			
Current Yr Investment Income			2,499				
Prior Period Adjustments							
Storm Drain Impact Fees				\$ 2,130			
Storm Drain Improvement							
<b>Total 2014-15</b>	<b>\$ 971</b>		<b>\$ 2,499</b>	<b>\$ 118,205</b>	<b>\$ 1,657,191</b>	<b>\$ 713</b>	<b>\$ 1,777,636</b>

\*4th QTR interest not posted when presented to council 13/14FY

City of Chowchilla  
 Summary of Local Agency Improvement Fees Expended  
 Report for 5 year period ending June 30, 2015  
 Fund:530  
 Signalization Impact Fees

Attachment I

Project	2008-09				Beginning Balance 7/1/2008	Adjusted Beg Bal	Ending Balance 6/30/2009
	Total Expended	Developer Fees	Interest Income	Other Income (2)			
<b>Total 2008-09</b>	\$ -	\$ 18,029	\$ 1,770	\$ 541	\$ 312,596		\$ 332,935

Project	2009-10				Beginning Balance 7/1/2009	Adjusted Beg Bal	Ending Balance 6/30/2010
	Total Expended	Developer Fees	Interest Income	Other Income			
<b>Total 2009-10</b>	\$ -	\$ 14,759	\$ 1,404	\$ -	\$ 332,935		\$ 349,098

Project	2010-11				Beginning Balance 7/1/2010	Adjusted Beg Bal	Ending Balance 6/30/2011
	Total Expended	Developer Fees	Interest Income	Other Income			
<b>Total 2010-11</b>	\$ -	\$ 3,315	\$ 1,450		\$ 349,098		\$ 353,864

Project	2011-12				Beginning Balance 7/1/2011	Adjusted Beg Bal	Ending Balance 6/30/2012
	Total Expended	Developer Fees	Interest Income	Other Income			
<b>Total 2011-12</b>	\$ -	\$ 17,672	\$ 975		\$ 353,864		\$ 372,511

Project	2012-13				Beginning Balance 7/1/2012	Adjusted Beg Bal	Ending Balance 6/30/2013
	Total Expended	Developer Fees	Interest Income	Other Income			
Prior Period Adjustment			\$ 341				
Current Yr Investment Income			1,136				
<b>Total 2012-13</b>	\$ -		\$ 1,476		\$ 372,511		\$ 373,988

Project	2013-14				Beginning Balance 7/1/2013	Adjusted Beg Bal	Ending Balance 6/30/2014
	Total Expended	Developer Fees	Interest Income	Other Income			
Development Fees				\$ 1,188			
Current Yr Investment Income			536				
<b>Total 2013-14</b>	\$ -		\$ 536	\$ 1,188	\$ 373,988		\$ 375,712

Project	2014-15				Beginning Balance 7/1/2014	* Adjusted Beg Bal	Ending Balance 6/30/2015
	Total Expended	Developer Fees	Interest Income	Other Income			
Development Fees				\$ 2,347			
Current Yr Investment Income			546				
<b>Total 2014-15</b>	\$ -		\$ 546	\$ 2,347	\$ 375,712	\$ 162	\$ 378,767

\*4th QTR interest not posted when presented to council 13/14FY

City of Chowchilla  
 Summary of Local Agency Improvement Fees Expended  
 Report for 5 year period ending June 30, 2015  
 Fund: 545  
 Waste Water Sys Capital Res

Attachment J

Project	2009-10				Beginning Balance 7/1/2009	Adjusted Beg Bal	Ending Balance 6/30/2010
	Total Expended	Developer Fees	Interest Income	Other Income			
Construction WWTP Rehab	\$ 9,000						
<b>Total 2009-10</b>	<b>\$ 9,000</b>	<b>\$ 11,781</b>	<b>\$ 630</b>	<b>\$ -</b>	<b>\$ 159,287</b>		<b>\$ 162,698</b>

Project	2010-11				Beginning Balance 7/1/2010	Adjusted Beg Bal	Ending Balance 6/30/2011
	Total Expended	Developer Fees	Interest Income	Other Income			
<b>Total 2010-11</b>	<b>\$ -</b>	<b>\$ 236,499</b>	<b>\$ 1,011</b>	<b>\$ -</b>	<b>\$ 162,698</b>		<b>\$ 400,208</b>

Project	2011-12				Beginning Balance 7/1/2011	Adjusted Beg Bal	Ending Balance 6/30/2012
	Total Expended	Developer Fees	Interest Income	Other Income			
<b>Total 2011-12</b>	<b>\$ -</b>	<b>\$ 268,010</b>	<b>\$ 1,479</b>	<b>\$ -</b>	<b>\$ 400,208</b>		<b>\$ 669,697</b>

Project	2012-13				Beginning Balance 7/1/2012	Adjusted Beg Bal	Ending Balance 6/30/2013
	Total Expended	Developer Fees	Interest Income	Other Income			
Current Yr Investment Income			\$ 2,042				
Contracted Services	3						
Prior Period Adjustment			613				
<b>Total 2012-13</b>	<b>\$ 3</b>	<b>\$ -</b>	<b>\$ 2,655</b>	<b>\$ -</b>	<b>\$ 669,697</b>		<b>\$ 672,349</b>

Project	2013-14				Beginning Balance 7/1/2013	Adjusted Beg Bal	Ending Balance 6/30/2014
	Total Expended	Developer Fees	Interest Income	Other Income			
Current Yr Investment Income			\$ 965				
Impact Fees				\$ 1,386			
<b>Total 2013-14</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 965</b>	<b>\$ 1,386</b>	<b>\$ 672,349</b>		<b>\$ 674,700</b>

Project	2014-15				Beginning Balance 7/1/2014	* Adjusted Beg Bal	Ending Balance 6/30/2015
	Total Expended	Developer Fees	Interest Income	Other Income			
Current Yr Investment Income			\$ 983				
Impact Fees				\$ 7,148			
<b>Total 2014-15</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 983</b>	<b>\$ 7,148</b>	<b>\$ 674,700</b>	<b>\$ 292</b>	<b>\$ 683,123</b>

\*4th QTR interest not posted when presented to council 13/14FY

City of Chowchilla  
 Summary of Local Agency Improvement Fees Expended  
 Report for 5 year period ending June 30, 2015  
 Fund: 550  
 Park Improvements-Soccer Field

Attachment K

Project	2008-09				Beginning Balance 7/1/2008	Adjusted Beg Bal	Ending Balance 6/30/2009
	Total Expended	Developer Fees	Interest Income	Other Income (2)			
No Activity							
<b>Total 2008-09</b>	\$ -	\$ 4	\$ 21	\$ -	\$ 3,837		\$ 3,863

Project	2009-10				Beginning Balance 7/1/2009	Adjusted Beg Bal	Ending Balance 6/30/2010
	Total Expended	Developer Fees	Interest Income	Other Income			
<b>Total 2009-10</b>	\$ -		\$ 15	\$ -	\$ 3,863		\$ 3,878

Project	2010-11				Beginning Balance 7/1/2010	Adjusted Beg Bal	Ending Balance 6/30/2011
	Total Expended	Developer Fees	Interest Income	Other Income			
<b>Total 2010-11</b>	\$ -		\$ 17	\$ -	\$ 3,878		\$ 3,895

Project	2011-12				Beginning Balance 7/1/2011	Adjusted Beg Bal	Ending Balance 6/30/2012
	Total Expended	Developer Fees	Interest Income	Other Income			
<b>Total 2011-12</b>	\$ -		\$ 10	\$ -	\$ 3,895		\$ 3,905

Project	2012-13				Beginning Balance 7/1/2012	Adjusted Beg Bal	Ending Balance 6/30/2013
	Total Expended	Developer Fees	Interest Income	Other Income			
Current Yr Investment Income			\$ 12				
Prior Period Adjustment			\$ 5				
<b>Total 2012-13</b>	\$ -		\$ 17	\$ -	\$ 3,905		\$ 3,922

Project	2013-14				Beginning Balance 7/1/2013	Adjusted Beg Bal	Ending Balance 6/30/2014
	Total Expended	Developer Fees	Interest Income	Other Income			
Current Yr Investment Income			\$ 4				
S/L Phase II Field Improvements	\$ 6,092						
<b>Total 2013-14</b>	\$ 6,092		\$ 4	\$ -	\$ 3,922		\$ (2,166)

Project	2014-15				Beginning Balance 7/1/2014	* Adjusted Beg Bal	Ending Balance 6/30/2015
	Total Expended	Developer Fees	Interest Income	Other Income			
Impact Fees							
Prior Period Adjustment			\$ 6				
Transfer In			\$ 2,170				
<b>Total 2014-15</b>	\$ -		\$ -	\$ 2,176	\$ (2,166)	\$ (10)	

This Fund closed out and combined with Fund 560

\* In review of prior reports FY 12/13 had CB of \$3911. not \$3922.

City of Chowchilla  
 Summary of Local Agency Improvement Fees Expended  
 Report for 5 year period ending June 30, 2015  
 Fund:555  
 Park Improvements-Misc

Attachment L

Project	2008-09				Beginning Balance 7/1/2008	Adjusted Beg Bal	Ending Balance 6/30/2009
	Total Expended	Developer Fees	Interest Income	Other Income (2)			
No Activity							
<b>Total 2008-09</b>	\$ -	\$ -	\$ (2)	\$ -	\$ (228,219)		\$ (228,221)

Project	2009-10				Beginning Balance 7/1/2009	Adjusted Beg Bal	Ending Balance 6/30/2010
	Total Expended	Developer Fees	Interest Income	Other Income			
Salaries/Wages	\$ 16,653						
Salaries/Wages-Unclassified	2,507						
Medicare Tax	202						
Health Insurance	799						
Unemployment Insurance	123						
PERS	2,173						
S&L ADA Restroom Const	15,860						
Chuckchansi Grant				\$ 60,000			
<b>Total 2009-10</b>	\$ 38,316	\$ -	\$ (210)	\$ 60,000	\$ (228,221)		\$ (206,747)

Project	2010-11				Beginning Balance 7/1/2010	Adjusted Beg Bal	Ending Balance 6/30/2011
	Total Expended	Developer Fees	Interest Income	Other Income			
Salaries/Wages	\$ 19,323						
Salaries/Wages-Unclassified							
Medicare Tax	280						
Health Insurance	1,271						
Unemployment Insurance							
W/C	1,306						
PERS	3,013						
S&L ADA Restroom Const	12,983						
Transfer In				\$ 16,493			
<b>Total 2010-11</b>	\$ 38,177	\$ -	\$ (221)	\$ 16,493	\$ (206,746.87)		\$ (228,653)

Project	2011-12				Beginning Balance 7/1/2011	Adjusted Beg Bal	Ending Balance 6/30/2012
	Total Expended	Developer Fees	Interest Income	Other Income			
<b>Total 2011-12</b>	\$ -	\$ -	\$ (206)	\$ -	\$ (228,653)		\$ (228,858)

Project	2012-13				Beginning Balance 7/1/2012	Adjusted Beg Bal	Ending Balance 6/30/2013
	Total Expended	Developer Fees	Interest Income	Other Income			
Current Yr Investment Income			\$ (697)				
<b>Total 2012-13</b>	\$ -	\$ -	\$ (697)	\$ -	\$ (228,858)	\$ (1)	\$ (229,556)

Project	2013-14				Beginning Balance 7/1/2013	Adjusted Beg Bal	Ending Balance 6/30/2014
	Total Expended	Developer Fees	Interest Income	Other Income			
Current Yr Investment Income			\$ (329)				
<b>Total 2013-14</b>	\$ -	\$ -	\$ (329)	\$ -	\$ (229,556)		\$ (229,885)

Project	2014-15				Beginning Balance 7/1/2014	* Adjusted Beg Bal	Ending Balance 6/30/2015
	Total Expended	Developer Fees	Interest Income	Other Income			
Current Yr Investment Income							
<b>Total 2014-15</b>		\$ -		\$ 229,984	\$ (229,885)	\$ (99)	\$ 0

\*4th QTR interest not posted when presented to council 13/14FY

City of Chowchilla  
 Summary of Local Agency Improvement Fees Expended  
 Report for 5 year period ending June 30, 2015  
 Fund: 560  
 Park Development IF

Attachment M

Project	2009-10				Beginning Balance 7/1/2009	Adjusted Beg Bal	Ending Balance 6/30/2010
	Total Expended	Developer Fees	Interest Income	Other Income			
Total 2009-10	\$ -	\$ 8,367	\$ (189)	\$ -	\$ (272,796)		\$ (264,618)

Project	2010-11				Beginning Balance 7/1/2010	Adjusted Beg Bal	Ending Balance 6/30/2011
	Total Expended	Developer Fees	Interest Income	Other Income			
Total 2010-11	\$ -	\$ 152,702	\$ (192)	\$ -	\$ (264,618)		\$ (112,108)

Project	2011-12				Beginning Balance 7/1/2011	Adjusted Beg Bal	Ending Balance 6/30/2012
	Total Expended	Developer Fees	Interest Income	Other Income			
Total 2011-12	\$ -	\$ 190,355	\$ 48	\$ -	\$ (112,108)		\$ 78,295

Project	2012-13				Beginning Balance 7/1/2012	Adjusted Beg Bal	Ending Balance 6/30/2013
	Total Expended	Developer Fees	Interest Income	Other Income			
Prior Period Adjustment			\$ 72				
Current Yr Investment Income			239				
Total 2012-13	\$ -		\$ 310	\$ -	\$ 78,295		\$ 78,605

Project	2013-14				Beginning Balance 7/1/2013	Adjusted Beg Bal	Ending Balance 6/30/2014
	Total Expended	Developer Fees	Interest Income	Other Income			
Contract Services (1)	33,457.41						
Park Fees				\$ 2,371			
Current Yr Investment Income			112				
Total 2013-14	\$ 33,457		\$ 112	\$ 2,371	\$ 78,605		\$ 47,631

(1) AP trade payables 3345.89 current year payables

Project	2014-15				Beginning Balance 7/1/2014	* Adjusted Beg Bal	Ending Balance 6/30/2015
	Total Expended	Developer Fees	Interest Income	Other Income			
Contract Services (1)	451						
Transfer Out	2,170						
Park Fees				\$ 2,867			
Current Yr Investment Income			70				
Prior Period Adjustment	\$ 47,973						
Total 2014-15	\$ 50,594		\$ 70	\$ 2,867	\$ 47,631	\$ 26	\$ 0

\*4th QTR interest not posted when presented to council 13/14FY

\*Close out of park fund

City of Chowchilla  
 Summary of Local Agency Improvement Fees Expended  
 Report for 5 year period ending June 30, 2015  
 Fund: 565  
 Park Grants

Attachment N

Project	2009-10				Beginning Balance 7/1/2009	Adjusted Beg Bal	Ending Balance 6/30/2010
	Total Expended	Developer Fees	Interest Income	Other Income			
No Activity							
Total 2009-10	\$ -	\$ -	\$ 731	\$ -	\$ 182,875		\$ 183,606

Project	2010-11				Beginning Balance 7/1/2010	Adjusted Beg Bal	Ending Balance 6/30/2011
	Total Expended	Developer Fees	Interest Income	Other Income			
Total 2010-11	\$ -	\$ -	\$ 782	\$ -	\$ 183,606		\$ 184,388

Project	2011-12				Beginning Balance 7/1/2011	Adjusted Beg Bal	Ending Balance 6/30/2012
	Total Expended	Developer Fees	Interest Income	Other Income			
Playground Rubberized Surface	\$ 54,763						
Total 2011-12	\$ 54,763	\$ -	\$ 449	\$ -	\$ 184,388		\$ 130,074

Project	2012-13				Beginning Balance 7/1/2012	Adjusted Beg Bal	Ending Balance 6/30/2013
	Total Expended	Developer Fees	Interest Income	Other Income			
Playground Rubberized Surface Grant				\$ 54,763			
Current Yr Investment Income			\$ 408				
Prior Period Adjustment			119				
Total 2012-13	\$ -	\$ -	\$ 527	\$ 54,763	\$ 130,074		\$ 185,364

Project	2013-14				Beginning Balance 7/1/2013	Adjusted Beg Bal	Ending Balance 6/30/2014
	Total Expended	Developer Fees	Interest Income	Other Income			
Ampitheater (1)	\$ 50.00						
Current Yr Investment Income			\$ 266				
Legacy Park Project (1)	\$ 24,208						
Total 2013-14		\$ -	\$ 266	\$ -	\$ 185,364		\$ 185,630

(1) AP trade payables of \$24258.00

Project	2014-15				Beginning Balance 7/1/2014	* Adjusted Beg Bal	Ending Balance 6/30/2015
	Total Expended	Developer Fees	Interest Income	Other Income			
Boat Ramp	47,832						
Legacy Park Project (1)	\$ 42,730						
Current Yr Investment Income			183				
Prior Period Adjustment	\$ 118,905						
Total 2014-15	\$ 209,466	\$ -	\$ 183		\$ 185,630	\$ 80	\$ (23,574)

\*4th QTR interest not posted when presented to council 13/14FY

City of Chowchilla  
 Summary of Local Agency Improvement Fees Expended  
 Report for 5 year period ending June 30, 2015  
 Fund: 570  
 Water Systems Capital Reserve

Attachment O

Project	2009-10				Beginning Balance 7/1/2009	Adjusted Beg Bal	Ending Balance 6/30/2010
	Total Expended	Developer Fees	Interest Income	Other Income			
Well #5A Engineering	\$ 2,797						
Well #5A Administration	2,548						
Well #5A Construction	64,318						
<b>Total 2009-10</b>	<b>\$ 69,663</b>	<b>\$ 49,974</b>	<b>\$ (114)</b>	<b>\$ -</b>	<b>\$ (67,019)</b>		<b>\$ (86,821)</b>

Project	2010-11				Beginning Balance 7/1/2010	Adjusted Beg Bal	Ending Balance 6/30/2011
	Total Expended	Developer Fees	Interest Income	Other Income			
<b>Total 2010-11</b>	<b>\$ -</b>	<b>\$ 100,569</b>	<b>\$ (37)</b>	<b>\$ -</b>	<b>\$ (86,821)</b>		<b>\$ 13,710</b>

Project	2011-12				Beginning Balance 7/1/2011	Adjusted Beg Bal	Ending Balance 6/30/2012
	Total Expended	Developer Fees	Interest Income	Other Income			
<b>Total 2011-12</b>	<b>\$ -</b>	<b>\$ 166,624</b>	<b>\$ 289</b>		<b>\$ 13,710</b>		<b>\$ 180,623</b>

Project	2012-13				Beginning Balance 7/1/2012	Adjusted Beg Bal	Ending Balance 6/30/2013
	Total Expended	Developer Fees	Interest Income	Other Income			
Prior Period Adjustment			\$ 165				
Current Yr Investment Income			552				
<b>Total 2012-13</b>	<b>\$ -</b>	<b>\$ 1,831</b>	<b>\$ 717</b>		<b>\$ 180,623</b>	<b>\$ (173)</b>	<b>\$ 182,998</b>

Project	2013-14				Beginning Balance 7/1/2013	Adjusted Beg Bal	Ending Balance 6/30/2014
	Total Expended	Developer Fees	Interest Income	Other Income			
Development Fees		2,129.00					
Current Yr Investment Income			262				
<b>Total 2013-14</b>	<b>\$ -</b>	<b>\$ 2,129</b>	<b>\$ 262</b>		<b>\$ 182,998</b>		<b>\$ 185,389</b>

Project	2014-15				Beginning Balance 7/1/2014	* Adjusted Beg Bal	Ending Balance 6/30/2015
	Total Expended	Developer Fees	Interest Income	Other Income			
Development Fees		6,934					
Current Yr Investment Income			272				
<b>Total 2014-15</b>	<b>\$ -</b>	<b>\$ 6,934</b>	<b>\$ 272</b>		<b>\$ 185,389</b>	<b>\$ 80</b>	<b>\$ 192,675</b>

\*4th QTR interest not posted when presented to council 13/14FY

City of Chowchilla  
 Summary of Local Agency Improvement Fees Expended  
 Report for 5 year period ending June 30, 2015  
 Fund: 575  
 Public Bldg Impact Fees

Attachment P

Project	2008-09				Beginning Balance 7/1/2008	Adjusted Beg Bal	Ending Balance 6/30/2009
	Total Expended	Developer Fees	Interest Income	Other Income			
Total 2008-09	\$ -	\$ 36,445	\$ (13,025)	\$ -	\$ (734,681)		\$ (711,261)
Project	2009-10				Beginning Balance 7/1/2009	Adjusted Beg Bal	Ending Balance 6/30/2010
	Total Expended	Developer Fees	Interest Income	Other Income			
Total 2009-10	\$ 440	\$ 67,119	\$ (479)	\$ -	\$ (711,261)		\$ (645,061)
Project	2010-11				Beginning Balance 7/1/2010	Adjusted Beg Bal	Ending Balance 6/30/2011
	Total Expended	Developer Fees	Interest Income	Other Income			
Total 2010-11	\$ -	\$ 7,299	\$ (433)	\$ -	\$ (645,061)		\$ (638,195)
Project	2011-12				Beginning Balance 7/1/2011	Adjusted Beg Bal	Ending Balance 6/30/2012
	Total Expended	Developer Fees	Interest Income	Other Income			
Total 2011-12	\$ -	\$ 80,383	\$ (126)	\$ -	\$ (638,195)		\$ (557,937)
Project	2012-13				Beginning Balance 7/1/2012	Adjusted Beg Bal	Ending Balance 6/30/2013
	Total Expended	Developer Fees	Interest Income	Other Income			
Prior Period Correction			\$ (126)				
Current Yr Investment Income			(886.00)				
Total 2012-13	\$ -		\$ (1,012)		\$ (557,937)		\$ (558,949)
Project	2013-14				Beginning Balance 7/1/2013	Adjusted Beg Bal	Ending Balance 6/30/2014
	Total Expended	Developer Fees	Interest Income	Other Income			
Building Impact Fee				1,086.00			
Current Yr Investment Income			(801.00)				
Total 2013-14	\$ -		\$ (801)	\$ 1,086	\$ (558,949)		\$ (558,664)
Project	2014-15				Beginning Balance 7/1/2014	* Adjusted Beg Bal	Ending Balance 6/30/2015
	Total Expended	Developer Fees	Interest Income	Other Income			
Building Impact Fee				1,463.37			
Development Fees							
Total 2014-15	\$ -		\$ -	\$ 1,463	\$ (558,664)	\$ (241)	\$ (557,441)

\*4th QTR interest not posted when presented to council 13/14FY



## REPORT TO THE CITY COUNCIL

Council Meeting of December 8, 2015

**Agenda Section:** New Business

**SUBJECT:** **Adopt a Resolution Approving a Project Development Agreement with Johnson Controls, Inc. (JCI) to Develop a Water and Energy Efficiency Project Pursuant to California Public Resource Code 25008; California Government Code Chapter 3.2. Energy Conservation Contracts, Section 4217.10-4217.18. and Authorizing the City Administrator to Execute the Same; and Establish a \$346,740 Reserve for the JCI Step 2 Project Development Agreement**

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

**Authorized By:** Craig Locke, City Engineer/Public Works Director

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

### **RECOMMENDATION:**

After spending considerable time analyzing the benefits and feasibility of this project with JCI, staff recommends that the City proceed with Step 2 of the Project Development Agreement and adopt the attached resolution and Project Development Agreement with Johnson Controls, Inc. (JCI), and authorize the City Administrator to Execute said agreement and establish a \$346,740 reserve in accordance with its provisions.

### **HISTORY / BACKGROUND:**

On August 24, 2015 the City entered into an agreement with Johnson Controls Inc. (JCI) to perform a preliminary analysis of city operations and facilities with a \$10,000 reserve for their work should the City decline to pursue the project. Since that time, City staff has worked with JCI to develop potential projects.

JCI presented the results of the preliminary analysis at a staff workshop. This analysis identified an approximately \$9.8 million water and energy efficiency project eligible for development in accordance with California Government Code Sections 4217.10-4217.18. This project will be financed with the savings it generates, which are guaranteed by JCI.

Step-2 is a more detailed analysis of the proposed projects and will generate engineering design costs. These costs will be incurred by JCI on behalf of the City, similar to the \$10,000 preliminary analysis cost from Step-1. Like Step-1, these costs will be rolled over into the total project cost, provided the City moves forward with construction after Step-2. Should the City decide not to move forward with construction, it will be responsible for at least some of the design costs to that point up to \$346,740.

Attached is a draft agreement for Step-2 of the Project Development Agreement which includes a list of the Energy and Water Efficiency Facility Improvement Measures (FIM) that staff is recommending for consideration by the City Council in this project. The FIMs are divided into three categories, General, Water and Wastewater, corresponding to the City's funds of General Fund, Water and Sewer. While the City's General fund can subsidize costs for water and sewer FIMs, water funds can only be used for water, and sewer funds can only be used for sewer.

Therefore, the General fund projects need to be able to stand on their own. This includes all costs of the project including the financing cost.

**FINANCIAL IMPACT:**

Since JCI ensures the cost savings of the FIMs, subsequent analysis will be conducted during design. If all of the financial metrics are met and the City authorizes construction of the FIMs currently listed, all design cost will be rolled into the financing cost, the City would not realize any cost in the current fiscal year.

If the financial metrics are met but the City decides not to proceed with the project, the City would be liable for up to \$364,740.

If the financial metrics are not met and we do not proceed, the City will be responsible for the cost of the Water Meter Installation project management of \$100,508, for which the State Revolving Loan fund can potentially be used. In the event that the remaining \$264,232 is paid to JCI, the identified funding is General Fund Capitol Reserve.

Should the City decide to end the project development agreement at this point, JCI will collect \$10,000 for their preliminary analysis work completed to date and the City will receive the results of their analysis.

**ATTACHMENTS:**

Resolution  
Step-2 Project Development Agreement

**COUNCIL RESOLUTION # -15**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHOWCHILLA, CALIFORNIA APPROVING A PROJECT DEVELOPMENT AGREEMENT WITH JOHNSON CONTROLS, INC. (JCI) TO DEVELOP A WATER AND ENERGY EFFICIENCY PROJECT PURSUANT TO CALIFORNIA PUBLIC RESOURCE CODE 25008; CALIFORNIA GOVERNMENT CODE CHAPTER 3.2. ENERGY CONSERVATION CONTRACTS, SECTION 4217.10-4217.18. AND AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE THE SAME; AND ESTABLISH A \$346,740 RESERVE FOR THE JCI STEP 2 PROJECT DEVELOPMENT AGREEMENT**

**WHEREAS**, the City of Chowchilla desires to retain JCI of the Project Development Agreement for Water and Energy Efficiency pursuant to California Public Resource Code 25008; and

**WHEREAS**, The City of Chowchilla desires to retain JCI to perform the work specified in Step 2 of the Notice to Proceed in the Project Development Agreement; and

**WHEREAS**, The City of Chowchilla is authorized and empowered pursuant to California Government Code Chapter 3.2. Energy Conservation Contracts, Section 4217.10-4217.18, and the City of Chowchilla has complied with all requirements of said laws; and

**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 authorizes the City Administrator to execute the attached Project Development Agreement with Johnson Controls, Inc. (JCI) to develop a Water and Energy Efficiency Project Pursuant to California Public Resource Code 25008; California Government Code Chapter 3.2. Energy Conservation Contracts, Section 4217.10-4217.18. and establish a \$346,740 reserve for the JCI Step 2 Project Development Agreement.

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

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

APPROVED:

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

ATTEST:

\_\_\_\_\_  
Joann McClendon, CMC  
Interim City Clerk

Johnson Controls, Inc.  
103 Woodmere Road, Suite 110  
Folsom, CA 95630

ATTN: Brad Harlow, Area General Manager, West Building Efficiency

Re: Notice to Proceed for Step 2 Scope of Work

Dear Brad Harlow:

This Notice to Proceed is being issued by City of Chowchilla (City) to Johnson Controls, Inc. (JCI) pursuant to the Project Development Agreement between City of Chowchilla and Johnson Controls signed on August 24, 2015 for the purpose of notifying Johnson Controls, Inc. to commence work under Step 2 Scope of Work.

The following Facility Improvement Measures (FIM's):

- 1) Waste Water Treatment Plant Photovoltaic (PV)
- 2) Indoor/Outdoor Lighting
- 3) HVAC Replacement
- 4) City Vehicles CNG Conversion
- 5) RES-BCT PV Evaluation for Water Wells and City Owned Facilities
- 6) Senior Center Upgrade
- 7) Water AMI and Meter Leak Detection
- 8) Assist with Proposition 1 Application

1. Scope of Services

- A. Develop the Facility Improvement Measures (FIMs) for all of the City's facilities listed in Appendix 1 that will fund themselves out of energy and/or operational savings; where possible assist the City by providing additional improvements to reduce a City's deferred maintenance backlog or desired facility improvement measures not affordable otherwise.
- B. Provide a Financial Proforma of selected FIM's that meet the Financial Metrics.
- C. Assist the City in arranging for project financing.
- D. JCI agrees to undertake a detailed evaluation of a representative sample of the City's utility meters and meter data acquisition system (collectively "the System") to determine the operational expenditures and characteristics of the System and to identify improvements and operational efficiency measures, procedures and other services that could be provided by JCI in order to improve the System's infrastructure, reduce the System's operating costs, and provide real-time utility consumption and cost data to the City. JCI will analyze a proportionately representative sample of residential, commercial and utility account meters.
- E. Support Proposition 1 grant application "General Information" packet.

2. Financial Metrics

It is the Parties' mutual understanding that this Project Development Agreement will include the evaluation of multiple project financing options for the City to review and ultimately approval. The project financing options will not exceed twenty (25) years and will conform to the

guidelines set forth in California Public Resource Code 25008; California Government Code Chapter 3.2. Energy Conservation Contracts, Section 4217.10-4217.18.

Project Determinants in the table below will be used by JCI and the City to determine the economic merit of the project, the values can change at any time throughout development as better information is made known. However for the purposes of determining whether or not JCI has met the success criteria identified in Paragraph 3 “Deliverables”, the values indicated herein will be used upon completion of development to make such determination. Each party has a duty to inform the other of changes to any of the values indicated in a timely manner that may affect the success of the project.

- Average annual utility escalation rate is 4%
- Average annual water rate increase of 4%
- Operational Savings Percentage annual increase of 4%
- Measurement and Verification annual percentage increase of 3%
- Any applicable rebates and grants are estimates and subsequently not guaranteed.

### 3. Deliverables

#### A. Facility Improvement Measures 1-6

The deliverables for this evaluation will include a Guaranteed Savings Performance Contract along with a final Facility Improvement Measures Matrix. The Matrix will include a menu of Measures, along with their investment and economic benefits. Before the Matrix is completed, JCI will conduct a series of workshops and/or meetings with Staff to review the projects, to gain final direction.

Deliverables for this evaluation will include the following:

1. Final Guaranteed Savings Performance Contract with a firm guaranteed maximum price and final energy savings for the City to approve.
2. A description of each FIM proposed to be implemented.
3. A financial pro forma cash flow documenting the proposed project. The pro forma will include applicable annual costs and savings, revenues and/or other financial benefits that affect the project outcome such as financing, energy, water, sewer, labor and maintenance.
4. A schedule for implementation of the project.
5. A summary of the annual Measurement & Verification plan, including proposed IPMV protocols, such as Option A, B, C, or D that will be used for each FIM.

#### B. Facility Improvement Measures 7

JCI shall deliver the following to the City:

1. Confirm cost of the engineering and applications required to provide the necessary requirements such as but not limited to; Structural, Estimated Energy Savings, Electrical CEQA, NEP, County, and City permits.
2. Sustainability Goals outlined in Proposition 1 General Information Package – such as reuse or redevelopment of land; asset management plan; cited in one or more regional environmental management plans; Energy conservation; lower life-cycle operating cost.
3. Submit and support Proposition 1 Application General Package information to SWRB.

4. JCI to provide separate agreement once the final requirements are determined by the state and will not be part of the Guaranteed Savings Performance Contract outlined above.

#### 4. Step 2 Price and Payment Terms

Should JCI meet the above criteria and the City does not proceed with the Performance Contract, the City will be responsible for paying all costs associated with Step 2 including the water meter installation. Upon JCI receiving payment all material from the Detailed Analysis will be transferred to the city and JCI will have no claim to the material.

Step 2 PDA Fee:	\$ 246,232
Water Meter Installation:	\$ 100,508
Total Due:	\$ 346,740

City of Chowchilla will have no obligation to pay if:

- a. City of Chowchilla enters into the Installation Contract with JCI within 60 days after City of Chowchilla has received the documentation described in this Agreement. The costs for the development will be transferred to the total cost of the Installation Contract.
- b. In the event that Johnson Controls is unable to meet the financial criteria mutually agreed upon as described in Paragraph 2 "Financial Metrics" and the City elects not to implement the project only the water meter replacement, testing, propagation/spectrum and leak detection analysis of \$100,508 will be due and payable within 30 days. The Financial Matrix requires a payback period of 25 years or less or meet the requirements outlined in the applicable enabling legislation. The financial matrix Project benefits shall include, but not be limited to, utility cost avoidance, negotiated utility rate reductions, operating and maintenance cost avoidance, and potential utility measurement accuracy increases.

#### 5. Confidentiality

This agreement creates a confidential relationship between JCI and Customer. Both parties acknowledge that while performing this Agreement, each will have access to confidential information, including, but not limited to, systems, services or planned services, suppliers, data, financial information, computer software, processes, methods, knowledge, ideas, marketing promotions, current or planned activities, research, development, and other information relating to the other party ("Proprietary Information"). Except as authorized in writing, both parties agree to keep all Proprietary Information confidential. JCI may only make copies of Proprietary Information necessary for performing its services. Upon cessation of services, termination, or expiration of this Agreement, or upon either party's request, whichever is earlier, both parties will return all such information and all documents, data and other materials in their control that contain or relate to such Proprietary Information.

JCI and Customer understand that this is a confidential project and agree to keep and maintain confidentiality regarding its undertaking of this project. JCI shall coordinate its services only

through the designated Customer representative and shall provide information regarding this project to only those persons approved by Customer. JCI will be notified in writing of any changes in the designated Customer representative.

Notwithstanding the foregoing confidentiality provisions, JCI acknowledges that the City is a California municipality and is subject to the California Public Records Act as found under the California Government Code Section 6250 et seq. City shall provide JCI no less than six (6) days' prior written notice of City's intent to disclose any of JCI's Proprietary Information pursuant to a request for disclosure and/or copying under the California Public Records Act. If JCI disagrees with City's decision to disclose JCI's Proprietary Information, JCI will respond in writing within forty-eight (48) hours of receipt of such written notice from the City informing the City of JCI's course of action including, but not limited to, seeking a protective order. If JCI fails to initiate seeking a protective order within two days of City's receipt of JCI's notification to City, City shall be permitted to comply with the demand to disclose the Proprietary Information. If JCI does initiate seeking such a protective order, the City shall cooperate with, and shall not oppose, JCI in obtaining such protective order, provided, however, that JCI agrees to assume all out-of-pocket legal costs related to the matter incurred by the City including, but not limited to, any reasonable attorney's fees. So long as the City complies with the provisions of notification set forth in this section, the City shall not be liable for, and JCI hereby releases City from, any liability for any damages arising from any release of Proprietary Information to a requestor of such information, and such release includes the representation of the City.

## 6. Miscellaneous Provisions

**Non Discrimination and Non-Harassment:** Contractor agrees that it shall not engage in unlawful discrimination or harassment or abusive conduct, including discrimination or harassment based on actual or perceived age, gender, race, religion, sex, sexual orientation, national origin, ancestry, gender identity, gender expression, physical or mental disability, medical condition, pregnancy, marital status, citizenship status, military or veteran status, genetic information or any other basis protected by State or Federal law.

**Insurance:** 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.

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 ONE MILLION DOLLARS (\$1,000,000) each occurrence and twice that amount in the aggregate.

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.

This Agreement cannot be assigned by either party without the prior written consent of the other party. This Agreement is the entire Agreement between JCI and the Customer and supersedes any prior oral understandings, written agreements, proposals, or other communications between JCI and the Customer. Any change or modification to this Agreement will not be effective unless made in writing. This written instrument must specifically indicate that it is an amendment, change, or modification to this Agreement.

This Agreement and all matters arising out of or relating to it shall be governed by and construed in accordance with the laws of the State of California. The parties hereby irrevocably consent to the jurisdiction of the state courts located in Madera County, California, in any action arising out of or relating to this Agreement, and waive any other venue to which either party might be entitled by domicile or otherwise.

If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the prevailing party in such action shall be entitled to reimbursement for all out-of-pocket costs and expenses, including without limitation, reasonable attorney's fees.

If any provision of this Agreement is determined to be invalid, illegal or unenforceable, the remaining provisions of this Agreement remain in full force and effect and are not affected or impaired in any way.

This Agreement is not intended, and shall not be construed, to create any association, joint venture, agency, employment, or fiduciary relationship or partnership between the parties or to impose any such obligation or liability upon either party. Neither party shall have any right, power of authority to enter into any agreement or undertaking for, or act as or be an agent or representative of, or otherwise bind, the other party.

Without limiting the generality of the foregoing paragraph, neither this Agreement, nor any duties or obligations under this Agreement, nor the intentions or expectations of either party shall create an employment relationship between City and JCI for any purpose. JCI shall perform its obligations under this Agreement as an independent contractor and not as an employee of the City. JCI shall have no power or authority by this Agreement to bind the City in any respect. Nothing in this Agreement shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by JCI are employees, agents, contractors or subcontractors of JCI and not of the City. The City shall not be obligated in any way to pay any wage claims or other claims made against JCI by any such employees, agents, contractors or subcontractors, or any other person, resulting from performance of this Agreement.

This Agreement does not and is not intended to confer any rights or remedies upon any party other than the parties to this Agreement.

This Agreement shall be construed as to its fair meaning and not strictly for or against either party. The headings hereof are descriptive only and not to be construed in interpreting the provisions hereof.

All notices required or permitted under this Agreement shall be in writing and shall be deemed given on the date sent if delivered by hand or by email with an attachment in a portable

document format (.pdf) or similar file format, on the next business day if sent by overnight courier, or on the third business day if sent by United States mail, postage prepaid, to each party at its address shown on Page 1 of this Agreement (or at such other address as a party may specify by notice under this section.

This document represents the business intent of both parties and should be executed by the parties who would ultimately be signatory to a final agreement.

7. Timeline

- December 10, 2015 JCI receives "Notice to Proceed" with Step 2
- January 4, 2016 JCI to Start project scope and design (90 days)
- March 16, 2015 Scope of Work Workshop with Staff
- April 12, 2016 Project Update to the City Council
- May 11, 2016 Project Cost/Financial Workshop
- July 12, 2016 City Council to Approve Installation Agreement
- August 8, 2016 JCI Executes Installation

The signatories below authorize Johnson Controls to finalize Detailed Design and Cost Analysis under the terms of this Agreement.

**City of Chowchilla**

By: Brian Haddix  
Signature: \_\_\_\_\_  
Title: City Administrator

Date:

**Johnson Controls Inc.**

By: Brad Harlow  
Signature: \_\_\_\_\_  
Title: Area General Manager, West Building Efficiency

Date:



## REPORT TO THE CITY COUNCIL

Council Meeting of December 8, 2015

**Agenda Section:** New Business

**SUBJECT:** **Consideration of a Council Resolution Approving Resolution to Commence with Proceedings with the Financing of Water, Waste Water and General Municipal Projects and Appointing a Municipal Advisor, Underwriter, a Bond Counsel and a Disclosure Counsel**

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

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

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

### **RECOMMENDATION:**

That the City Council approve a Resolution, a Resolution of the City of Chowchilla authorizing the commencement of proceedings in connection with the issuance by the City of Chowchilla of Water, Wastewater and General municipal projects for the City of Chowchilla and appointing a municipal advisor, underwriter, and a bond counsel in connection therewith.

### **HISTORY / BACKGROUND:**

The City Council has identified energy efficiency related capital projects that when completed will produce enough savings to fully offset the cost of financing. The projects are currently estimated to cost approximately \$11 million dollars with an estimated savings of \$23 million over 25 year life-cycle of the project. The method that is most common for funding these capital projects is the issuance of municipal revenue bonds but we are also considering certificates of participation and any other appropriate securities for funding sources. This resolution initiates the process of forming the team required to proceed with the financing at the appropriate time subject to the approval by the city council at subsequent meetings.

The City of Chowchilla started the process of identifying capital projects related to energy conservation to manage the City's operations more efficiently. JCI was selected to do a preliminary evaluation of the City and to provide a list of capital projects that would provide energy efficiencies. Once projects are identified a method of financing is needed.

The next step will be to provide a detailed financial model and structure that supports and protects the financial health of the City of Chowchilla. The City also needs to identify the various funding sources. Staff and JCI have discussed various financial professionals and it is the opinion of staff that Wulff, Hansen & Co. should be selected to be the city's municipal financial advisor to provide guidance on the best possible financing choices available.

Wulff, Hansen and Company is an investment and banking firm and is one of the oldest in California and has worked in the Central Valley on a number of projects with names such as Coalinga, Parlier, Selma, Sanger, Fresno County, Visalia, Madera, Porterville, Bakersfield, Ceres. They also have worked with many Performance Contracts and have been able to design creative and innovative financing packages that best meet today's municipal market.

The attached resolution will formerly form the financing team required to effectively issue municipal bonds if as needed in the future. The resolution does not financially obligate the City to any of the individuals or companies identified. The participants in the resolution will only be paid if and when the bonds are sold. The fees will be paid from the bond proceeds. The bond issuance fees and terms will be approved by the City Council at the appropriate time at subsequent meetings.

The resolution attached for approval states in Section 2 that the maximum principal amount of the bonds is \$12,000,000 while the identified project cost is estimated at approximately \$11 Million. The reason for the difference is to allow for future funding if needed. The actual bond issuance amount will be approved by Council at the appropriate time prior to issuance. This resolution only allows for the start of the bond process when appropriate. The final structure, bond amount and all related documents will be reviewed and approved by the City Council at a later date.

**REASON FOR RECOMMENDATION:**

In order to keep the JCI Step-2 Project Development Agreement process moving forward, it is appropriate that the various financing sources be identified and reviewed in parallel.

**FINANCIAL IMPACT:**

The attached resolution initiates the process of forming a team to issue municipal bonds at the appropriate time. The cost for the services will be drawn from the bond proceeds after bond issuance. If the bonds fail to be issued, the City has no obligation to pay for any of the services rendered as described in the resolution.

**ALTERNATIVES:**

The City can research alternative methods of financing the projects as listed on Attachment A of the attached resolution.

**ATTACHMENTS:**

Resolution  
Services Agreement with Wulff, Hansen & Company

## COUNCIL RESOLUTION # -15

### **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHOWCHILLA, CALIFORNIA AUTHORIZING THE COMMENCEMENT OF PROCEEDINGS IN CONNECTION WITH THE FINANCING OF WATER, WASTEWATER AND GENERAL MUNICIPAL PROJECTS AND APPOINTING A MUNICIPAL ADVISOR, AN UNDERWRITER, A BOND COUNSEL AND A DISCLOSURE COUNSEL IN CONNECTION THEREWITH**

WHEREAS, the City anticipates the issuance of bonds, certificates of participation or other appropriate securities (the "Securities") to finance water, wastewater and general municipal projects for the City, described in Exhibit A attached hereto, to be secured by the City's water enterprise, wastewater enterprise and general fund;

WHEREAS, capital expenditures relating to the Project (the "Expenditures") have been paid by the City not more than 60 days prior to the adoption of this Resolution or will be paid by the City on or after the adoption of this Resolution;

WHEREAS, the City reasonably expects to reimburse itself for the Expenditures with the proceeds of the Securities; and

WHEREAS, it is desirable to appoint a municipal advisor, an underwriter, a bond counsel and a disclosure counsel in connection with the issuance of the Securities;

NOW, THEREFORE, it is hereby ORDERED and DETERMINED, as follows:

*Section 1.* The City reasonably expects to reimburse all or a portion of the Expenditures with the proceeds of the Securities.

*Section 2.* The maximum principal amount of the Securities is \$12,000,000.

*Section 3.* This Resolution is a declaration of official intent to reimburse expenditures pursuant to Treasury Regulations Section 1.150-2.

*Section 4.* The Council hereby authorizes issuance of the Securities. Officers and officials of the City are authorized to proceed with the preparation of the necessary documents in connection with the issuance of the Securities, subject to the final approval thereof by the Council at one or more subsequent meetings.

*Section 5.* Wulff, Hansen & Co., San Francisco, California, is hereby designated as municipal advisor to the City in connection with the issuance of the Securities. The Mayor, the Mayor Pro Tem, the City Administrator and the Finance Director, or the designee thereof, are each hereby authorized and directed in the name and on behalf of the City to execute an agreement for municipal advisory services with such firm, with compensation to be paid thereunder from the proceeds of the Securities, subject to the approval of the City Administrator or the Finance Director.

*Section 6.* Gates Capital Corporation, Los Angeles, California, is hereby designated as underwriter to the City in connection with the issuance of the Securities.

*Section 7.* Quint & Thimmig LLP, Larkspur, California, is hereby designated as bond counsel and disclosure counsel to the City in connection with the issuance of the Securities. The

Mayor, the Mayor Pro Tem, the City Administrator and the Finance Director, or the designee thereof, are each hereby authorized and directed in the name and on behalf of the City to execute an agreement for legal services with such firm, with compensation to be paid thereunder from the proceeds of the Securities, subject to the approval of the City Administrator or the Finance Director.

*Section 8.* The Mayor, the Mayor Pro Tem, the City Administrator, the Finance Director, the City Clerk and other appropriate officers and officials of the City are hereby authorized and directed to take such action and to execute such documents as may be necessary or desirable to effectuate the intent of this resolution.

*Section 9.* This Resolution shall take effect from and after the date of its passage and adoption.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Chowchilla hereby finds and determines the aforementioned is true and correct.

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

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

APPROVED:

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

ATTEST:

\_\_\_\_\_  
Joann McClendon, CMC  
Interim City Clerk

## EXHIBIT A

### DESCRIPTION OF PROJECT

#### Water Enterprise

- 1 Leak Detection Study
- 2 SCADA System
- 3 AMI/AMR Water Meters and Telemetry System
- 4 Leak Detection System
- 5 RES-BCT Photo-Voltaic (PV) Evaluation for Wells

#### Wastewater Enterprise

- 6 Photo-Voltaic (PV) at WWTP

#### General Fund

- 7 RES-BCT Photo-Voltaic (PV) Evaluation for City Buildings
- 8 LED Light Tubes/PAR Lamps in Interior Lighting Applications
- 9 LED/Fixtures for Parking Lot and Building Exterior
- 10 Conversion of Remaining LS-2 Streetlights from HPSV to LED
- 11 Replace Old Package Unit Heat Pumps and Split System Units
- 12 Upgrade all Irrigation System Control and add PV as a Power Source
- 13 Optimize Electric Rate Tariffs
- 14 City Vehicles CNG Conversion
- 15 Senior Center Upgrade
- 16 Installation of Security Cameras

**MUNICIPAL ADVISORY SERVICES AGREEMENT  
CITY OF CHOWCHILLA – WULFF, HANSEN & CO.**

This is an agreement between the City of Chowchilla, a municipal corporation of the State of California, referred to as "City", and Wulff, Hansen & Co. ("Wulff Hansen"), a Municipal Advisory firm registered as a broker/dealer and Municipal Advisor with the Securities and Exchange Commission and the Municipal Securities Rulemaking Board, and a member of the Financial Industry Regulatory City ("FINRA"), with its headquarters office in San Francisco, California, referred to as "Municipal Advisor", (together the "Parties") for performing certain Municipal Advisory Services ("Services") as set forth herein and consists of the following terms and conditions (the "Agreement"). City has previously been informed, and understands and acknowledges, that any information or services provided by Wulff, Hansen pursuant to this Agreement are for the purpose of serving as Municipal Financial Advisor to the City and not as an Underwriter or otherwise facilitating the placement of municipal securities issued by the City. Services provided under this Agreement are solely as Municipal Advisor to the City regardless of whether Wulff, Hansen has in the past acted on its own behalf as underwriter or placement agent on a previous transaction not subject to this Agreement.

This Agreement between the Parties is made and entered into effective on approval and execution by both parties. The term of this Agreement shall extend to midnight, December 31, 2016, unless mutually extended by both parties.

Over the past several years, significant planning, effort and progress has occurred in the City including the funding of public infrastructure and needed public facilities. The planning component is part of a long term City program to achieve such objectives. The financial aspects of this planning component are complicated and necessarily intricately linked with other City needs and objectives. Recognizing the complexity of the financial portion of its planning needs, the City wishes to obtain the Services of Advisor to assist it in coordination of the City's financing plans with the implementation of its other objectives.

NOW THEREFORE, in consideration of the mutual covenants and stipulations hereinafter set forth, the parties agree as follows:

**1.0 Scope of Services**

1.1 Municipal Advisor agrees to perform the following Services, as appropriate, for the City during the term of this Agreement. References to City include any of its agencies or districts where members of the City Council sit on the board of directors.

- a) Attendance at public meetings of City at which matters relating to the Services are considered, except routine matters, including informational and educational meetings with the public;
- b) Attendance at City staff meetings, or meeting with members of the public on matters relating to the Services, upon the request of the City after reasonable notice;
- c) Work with members of the public, other public agencies, City staff, and City Council members to learn, discuss and respond to matters relating to the Services; and to develop and coordinate recommendations acceptable to interested parties, City and its consultants;
- d) Assist the City in its selection of other professionals (e.g., outside counsel, consultants, accountants, engineers, and others as appropriate), if requested;

- e) Prepare a Distribution List with contact information on all relevant participants in a project and a Schedule indicating timing for significant steps in the process;
- f) Assist any of the City's staff and/or special consultants in developing specific terms and conditions affecting a project so as to best reflect the City's priorities and interests;
- g) Preparation of Cash Flow analysis and other schedules per City direction and related consultation;
- h) If requested, assistance in developing supportive financial material and resource information for an City election;
- i) Telephone consultation with staff members and property owners to answer questions about a project and related matters;
- j) Assist in preparing and arranging for the Transaction to be sold to a private investor through a placement agent (Private Placement) or alternatively, for sale to the public through an underwriter (Public Offering). Prepare a RFP for sale and distribution to identified banks and assist the City in selecting the best proposal and in closing a transaction of this type;
- k) If requested, assist the City in developing a comprehensive long term financial plan and strategies, particularly related to assessing capital needs associated with the City's General Plan; including development of certain aspects of an overall financial plan, not necessarily directly related to specific underwritings or public financings, such as Capital Improvement Plan or development Impact fees;
- l) Assist in developing and reviewing all financial plans related to development/real estate finance, whether submitted by developers or developed in-house;
- m) Assist the City in efforts to maintain or improve the City's underlying credit rating, including preparation of materials, presentation to and coordination with credit rating agencies;
- n) Long term evaluation, preparation, coordination and oversight of the City's public financing program;
- o) Provide ongoing follow up consultation relating to public financing, as necessary, and coordination with other prospective City projects;
- p) Advisor agrees to assist City, if requested, in coordinating existing debt obligations with prospective financing plans, including assisting with development of certain aspects of long range comprehensive planning;

1.2 The Services of Advisor under this Agreement shall not include the following;

- a) Legal services of any kind (including bond and disclosure counsel);
- b) Engineering services of any kind;
- c) Special Tax Rate Consulting;
- d) Absorption Analysis;

- e) Fiscal Consulting;
- f) Underwriting or placement agent services;
- g) Accounting Services;
- h) Advice concerning application of debt service savings, if any, and/or investment or other use of excess bond proceeds, if any, resulting from the Transaction;

The Municipal Advisor is not a legal counsel or an accountant and is not providing legal or accounting guidance. None of the Services contemplated in this Agreement shall be construed as or a substitute for legal or accounting services.

### 1.3 Extent of Duties Arising under this Agreement

The City and the Municipal Advisor intend and agree that, to the extent the performance of services by the Municipal Advisor under this Agreement constitutes municipal advisory activities within the meaning of Section 15B of the Securities Exchange Act of 1934 or otherwise creates a duty of the Municipal Advisor under Section 15B(c)(1) of the Securities Exchange Act of 1934 or Rule G-23 of the Municipal Securities Rulemaking Board, such duty does not extend beyond the Municipal Advisory Services to be provided and such duty does not extend to any other contract, agreement, relationship, or understanding of any nature that may exist between the Client and the Municipal Advisor.

## 2.0 City Responsibility

In consideration of the agreement of Advisor to provide the Municipal Advisory Services set forth in paragraph 1.0, City agrees as follows:

2.1 City will work with Advisor exclusively during the term of this Agreement with respect to Municipal Advisory services rendered through this Agreement and each related project during the term hereof unless other arrangements are mutually agreed to in writing by the Parties.

2.2 City will cooperate with Advisor in all respects relating to the Services being rendered by Advisor in connection with each proposed project and will assist Advisor in obtaining information regarding the projects and will provide said information to the extent practicable. City is responsible for the content and accuracy of information it provides to Advisor and Advisor is not expected to or responsible to independently verify such information prior to its inclusion in documents or other materials disseminated through Municipal Advisor.

2.3 City hereby acknowledges its responsibility with respect to compliance with federal securities laws and represents its intention to comply in all respects with federal securities laws. The City acknowledges and understands that state and federal laws relating to disclosure in connection with municipal securities, including but not limited to the Securities Act of 1933 and Rule 10b-5 promulgated under the Securities Exchange Act of 1934, may apply to the City and that the failure of the Municipal Advisor to advise the Client respecting these laws shall not constitute a breach by the Municipal Advisor or any of its duties and responsibilities under this Agreement.

## 3.0 Municipal Advisor's Responsibility

3.1 It is understood and agreed that Advisor has the professional skills necessary to provide Services to City, and that City relies upon the professional skills of the Advisor to do and perform the Services in a skillful and professional manner in accordance with the standards of the profession.

3.2 Advisor agrees to perform the Services in a timely manner. Advisor shall not be held responsible for delays caused by circumstances beyond its reasonable control.

3.3 Nothing herein contained shall prevent Advisor from carrying on its usual business activities of providing municipal advice and investment banking services, including the performance of other additional services for the City by separate agreement, should the City request such additional services, nor from performing similar services for other agencies, cities, districts or other public entities, provided no actual or apparent conflict of interest arises. City is aware that Municipal Advisor has, and may in the future, worked with neighboring cities and other public entities, which could present a conflict of interest for the Municipal Advisor. Such occasion of actual or apparent material conflict of interest shall require full disclosure by the Municipal Advisor to the Client and Municipal Advisor shall not pursue any activity that represents such a material conflict without the City's written authorization. Advisor is not presently aware of any such conflict.

3.4 The City, public agencies, landowners, consultants and other parties dealing with City or otherwise involved in the preparation of information and documents referenced in Paragraph 1.0 of this Agreement will be furnishing to Advisor various data, reports, studies, computer printouts and other information and representations as to facts involved in the Services which City understands Advisor will be using and relying upon in preparing the reports, studies, computer printouts, and other work products called for in this Agreement. Advisor shall not be obligated to establish or verify the accuracy of such information furnished by or on behalf of City, nor shall Advisor be responsible for the impact or effect on its work products of the information furnished by or on behalf of City, in the event that such information is in error and therefore introduces error into Advisor's work product.

#### 4.0 Compensation

4.1 In the event a financing, including but not limited to a Bond Issue is required or requested by the city, Municipal Advisor shall provide an addendum to this agreement describing the services to be provided by the Advisor and the fees for such services to be paid to Advisor. The fees due Municipal Advisor under the addendum shall be paid out of the proceeds of the financing and will be contingent on the successful sale, or placement and the completion and funding of the financing. No Fee compensation shall be due the Advisor for services rendered under any addendum if the financing is not completed. . The addendum will require both the Advisor's and the City's approval.

City is not required to pay Advisor a retainer or other initial fee under this Agreement. Any Municipal Advisory services requested by the City under the terms of this Agreement shall be paid at the following hourly rates, or as otherwise mutually agreed to by the Parties. Prior to performing any services requested by the city, Advisor shall provide an estimate of the hours required to perform such services with a not to exceed amount. Upon acceptance by the city, advisor will then provide such services. .

##### Hourly Rates:

Principals.....\$285 per hour  
Associates.....\$125 per hour  
Support..... \$75 per hour  
Direct Expenses..... At actual cost

4.2 Advisor acknowledges and agrees that the compensation to be paid to Advisor under this Section 4.0 represents the full amount due and owing to Advisor in connection with the Services provided for each project.

4.3 Amendments. In the event City desires to retain Advisor for the performance of additional services, or wishes to delete any Services in connection with this Agreement, specifications of such changes and adjustments to compensation due Advisor therefore shall be made only by written and signed amendment to this Agreement by both Parties.

## **5.0 Expenses**

5.1 City shall be billed for and pay directly the fees and expenses of its legal counsel, special tax rate consultants, engineers, and any other experts retained by the City or retained by Consultant on behalf of the City unless the Client has otherwise directly agreed with such providers of services.

5.2 Municipal Advisor shall not charge City for any administrative expenses or overhead, including without limitation, facsimile, conference calls, mileage and/or any other expenses incurred by Consultant in connection with Consultant's provision of Services without prior written consent of the Client.

## **6.0 Primary Contact**

6.1 The lead representative of Advisor, Ben H. Levine, will be responsible for all communications and interaction with the City and others involved in the provision of Services.

## **7.0 Certification – Conflicts**

7.1 Advisor certifies that, except as described in Section 8.2 or elsewhere in this Agreement, it has no interest and shall not acquire any interest, direct, indirect or contingent, that would conflict in any manner or degree with the performance of the Services hereunder, except as Advisor under this Agreement, or in any property or contract arising from or affected by Services with the City, or as may be disclosed in writing during a particular project. Advisor further covenants that in the performance of this Agreement, no persons having any such undisclosed conflict or interest shall be employed. The City has entered into a separate Investment Banking Agreement with Wulff Hansen to provide underwriting services with regard to matters unrelated to Public Financings subject to this Agreement. In no event will Wulff, Hansen provide underwriting services in connection with Public Financings subject to this Agreement.

7.2 Municipal Advisor is subject to certain inherent conflicts of interest arising out of various forms of compensation. Such conflicts are described in the document entitled DISCLOSURE OF CONFLICTS OF INTEREST WITH VARIOUS FORMS OF COMPENSATION which is attached to this Agreement. Should Municipal Advisor become aware of any additional actual or apparent material conflict of interest, it shall be promptly disclosed by the Municipal Advisor to the City.

7.3 No officer, member, or employee of City and no member of the governing body of City who exercises any functions or responsibilities in the review, approval of the undertaking or carrying out of the Services, shall participate in any decision relating to this Agreement which affects his personal interest or the interest of any corporation, partnership, or association in which he/she is, directly or indirectly interested; nor shall any such officer, member or employee of City have any interest, direct or indirect, in this Agreement or the proceeds thereof.

## **8.0 Nondiscrimination**

8.1 There shall be no discrimination against any Advisor employee who is employed to perform or assist in providing the Services, or against any applicant for such employment because of race, religion, color, sex or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

## **9.0 Hold Harmless and Indemnification**

9.1 Municipal Advisor shall indemnify, defend and save City, its officers, elected and appointed officials, employees, contractors and agents harmless from and against any and all liability, claims, suits, actions, damages and/or causes of action of any kind arising out of any bodily injury, personal injury, property damage or in violation of any federal, state or municipal law or ordinance or other cause in connection with the activities of Advisor, or on account of the performance or character of the Services or otherwise related to its performance of this Agreement to the extent that any such liability, claims, suits, actions, damages and/or causes of action arises out of the negligent or willful misconduct of the Advisor.

9.2 Should the City seek advice from third party Municipal Advisors, bankers or legal advisors or others providing guidance similar in scope to that contemplated herein, the City agrees that the Municipal Advisor shall not be held liable for advice or recommendations made to the City by third party Municipal Advisors, banker or legal advisors.

9.3 City will indemnify and hold Advisor harmless from any claims, suits, actions, damages and/or causes of action of any kind arising from errors contained in data or information furnished by City or City's designee to Advisor for use in carrying out the Services called for by this Agreement.

#### **10.0 Termination of Agreement**

10.1 This Agreement shall become effective on the date stated herein and will continue until the earlier of (i) the date of termination shown in the preamble of this Agreement or (ii) termination as provided for in this paragraph 10.0, and all proper invoices have been rendered and paid. This Agreement may be extended by mutual agreement of the Parties in writing.

10.2 In the event that Advisor has provided Services and/or incurred expenses pursuant to the terms of this Agreement, and City finds it necessary to discontinue the Services of Advisor and terminate this Agreement for reasons other than those set forth in paragraph 10.3 below, the City agrees to compensate Advisor for Services performed and expenses incurred through the date of said termination at the rates as applicable in paragraph 4.1.

10.3 Notwithstanding the terms of paragraph 10.1, this Agreement may be terminated by the City for cause based on the following activities of Advisor: loss of registration as a Municipal Advisor, or malfeasance.

Termination of the Agreement for cause as set forth in this paragraph shall relieve City from compensating Advisor in accordance with paragraph 4.0 of this Agreement.

10.4 Payment for Services and expenses of Advisor as set forth in paragraph 4.0, shall be paid within thirty (30) days of submission of an invoice to City by Advisor.

10.5 If Advisor and City are working on a particular project, City may give written notice of termination to Advisor with regard to other prospective City projects that will terminate the Agreement upon the latter of (a) completion of the project upon which Advisor and City are then working, or (b) thirty (30) days after the notice.

#### **11.0 Assignment**

11.1 Advisor shall not assign any interest in this Agreement, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written consent of City, which consent shall not be unreasonably withheld.

**12.0 Insurance**

12.1. Workers' Compensation and Employers' Liability. Advisor shall obtain and maintain, at Advisor's sole cost and expense, for the term of the Agreement and any extension thereof a Workers' Compensation and Employers' Liability Insurance policy, written in accordance with the laws of the State of California, covering any and all employees of Advisor.

**13.0 Entire Agreement/Amendments**

13.1 This Agreement, including any amendments hereto which are expressly incorporated herein, constitutes the entire Agreement between the parties hereto with respect to the Services subject to this Agreement and sets forth the rights, duties, and obligations of each to the other as of this date. Any prior agreement, promises, negotiations, or representations not expressly set forth in this Agreement are of no force and effect. This Agreement may not be modified except by a writing executed by both the Municipal Advisor and the City.

**14.0 Classification of Relationship**

14.1 It is expressly understood and agreed and City hereby recognizes that in providing Services under this Agreement Advisor is acting as an independent contractor of the City. Nothing herein shall be construed to make the Advisor an employee, common law employee, agent or servant of the City. Advisor shall be solely liable and responsible to pay all required taxes and other obligations, including, but not limited to, withholding and Social Security. Advisor acknowledges and agrees that he/she is not entitled to the benefits of civil service status and/or the rights and privileges enjoyed by civil service employees and Advisor hereby waives any and all claims to such rights and/or privileges.

**15.0 Notices**

15.1 Any written notice or communications required or permitted by this Agreement or by law to be served on, given to, or delivered to either party hereto, by the other party shall be in writing and shall be deemed duly served, given, or delivered, when personally delivered to the party to whom it is addressed or in lieu of such personal services, when deposited in the United States' mail, first-class postage prepaid, addressed as follows:

To the Client:

City of Chowchilla  
130 S. Second St.  
Chowchilla, CA 93610

Attn: City manager

To the Municipal Advisor:

Wulff, Hansen & Co.  
351 California Street, Suite 1000  
San Francisco, CA 94104

Attn: Public Finance Dept.

**16.0 Consent to Jurisdiction; Service of Process**

16.1 This Agreement shall be deemed to have been executed in the State of California, and the laws of the State of California govern the construction of this Agreement and the rights and remedies of the respective parties hereto.

**17.0 Counterparts; Severability**

17.1 This Agreement may be executed in two or more separate counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Any term or provision of this Agreement which is invalid or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this Agreement or affecting the validity or enforceability of any of the terms or provisions of this Agreement in any other jurisdiction.

**18.0 Parties in Interest**

18.1 This Agreement, including rights to indemnity and contribution hereunder, shall be binding upon and inure solely to the benefit of each party hereto, any indemnitee and their respective successors, heirs and assigns, and nothing in this Agreement, express or implied, is intended to or shall confer upon any other person any right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

**19.0 General**

The failure of either of the parties to enforce any right or provision under this Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed to by such party in writing. No waiver shall be implied from a failure of either party to exercise a right or remedy. In addition, no waiver of a party's right or remedy will affect the other provisions of this Agreement.

The captions in this Agreement are included for convenience of reference only and are in no way meant to define or limit any of the provisions contained in this Agreement or otherwise affect their construction or effect.

WHEREFORE, the Parties have executed this Agreement as of the \_\_\_\_\_ day of \_\_\_\_\_ 2015. By the signature of its representative below, each party affirms (a) that it has taken all necessary action to authorize said representative to execute this Agreement, and (b) that it has read the attached DISCLOSURE OF CONFLICTS OF INTEREST WITH VARIOUS FORMS OF COMPENSATION, and has asked any questions or sought any clarification about the disclosure, with no further questions about said disclosure.

WULFF, HANSEN & CO.

BY: \_\_\_\_\_  
Christopher Charles, President

CITY OF CHOWCHILLA

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

ATTEST: \_\_\_\_\_

## DISCLOSURE OF CONFLICTS OF INTEREST WITH VARIOUS FORMS OF COMPENSATION

The Municipal Securities Rulemaking Board requires us, as your municipal advisor, to provide written disclosure to you about the actual or potential conflicts of interest presented by various forms of compensation. We must provide this disclosure unless you have required that a particular form of compensation be used. You should select a form of compensation that best meets your needs and the agreed upon scope of services.

**Forms of compensation; potential conflicts.** The forms of compensation for municipal advisors vary according to the nature of the engagement and requirements of the client, among other factors. Various forms of compensation present actual or potential conflicts of interest because they may create an incentive for an advisor to recommend one course of action over another if it is more beneficial to the advisor to do so. This document discusses various forms of compensation and the timing of payments to the advisor.

**Fixed fee.** Under a fixed fee form of compensation, the municipal advisor is paid a fixed amount established at the outset of the transaction. The amount is usually based upon an analysis by the client and the advisor of, among other things, the expected duration and complexity of the transaction and the agreed-upon scope of work that the advisor will perform. This form of compensation presents a potential conflict of interest because, if the transaction requires more work than originally contemplated, the advisor may suffer a loss. Thus, the advisor may recommend less time-consuming alternatives, or fail to do a thorough analysis of alternatives. There may be additional conflicts of interest if the municipal advisor's fee is contingent upon the successful completion of a financing, as described below.

**Hourly fee.** Under an hourly fee form of compensation, the municipal advisor is paid an amount equal to the number of hours worked by the advisor times an agreed-upon hourly billing rate. This form of compensation presents a potential conflict of interest if the client and the advisor do not agree on a reasonable maximum amount at the outset of the engagement, because the advisor does not have a financial incentive to recommend alternatives that would result in fewer hours worked. In some cases, an hourly fee may be applied against a retainer (e.g., a retainer payable monthly), in which case it is payable whether or not a financing closes. Alternatively, it may be contingent upon the successful completion of a financing, in which case there may be additional conflicts of interest, as described below.

**Fee contingent upon the completion of a financing or other transaction.** Under a contingent fee form of compensation, payment of an advisor's fee is dependent upon the successful completion of a financing or other transaction. Although this form of compensation may be customary for the client, it presents a conflict because the advisor may have an incentive to recommend unnecessary financings or financings that are disadvantageous to the client. For example, when facts or circumstances arise that could cause the financing or other transaction to be delayed or fail to close, an advisor may have an incentive to discourage a full consideration of such facts and circumstances, or to discourage consideration of alternatives that may result in the cancellation of the financing or other transaction.

**Fee paid under a retainer agreement.** Under a retainer agreement, fees are paid to a municipal advisor periodically (e.g., monthly) and are not contingent upon the completion of a financing or other transaction. Fees paid under a retainer agreement may be calculated on a fixed fee basis (e.g., a fixed fee per month regardless of the number of hours worked) or an hourly basis (e.g., a minimum monthly payment, with additional amounts payable if a certain number of hours worked is exceeded). A retainer agreement does not present the conflicts associated with a contingent fee arrangement (described above).

**Fee based upon principal or notional amount and term of transaction.** Under this form of compensation, the municipal advisor's fee is based upon a percentage of the principal amount of an issue of securities (e.g., bonds) or, in the case of a derivative, the present value of or notional amount and term of the derivative. This form of compensation presents a conflict of interest because the advisor may have an incentive to advise the client to increase the size of the securities issue or modify the derivative for the purpose of increasing the advisor's compensation.



## REPORT TO THE CITY COUNCIL

Council Meeting of December 8, 2015

<b>Agenda Section:</b>	<u>New Business</u>
<b>SUBJECT:</b>	<b>Approve Agreement with Townsend Public Affairs for Grant Writing Services</b>
<b>Prepared By:</b>	<u>Brian Haddix, City Administrator</u>
<b>Authorized By:</b>	<u>Brian Haddix, City Administrator</u>
<b>Approved By:</b>	<u>Brian Haddix, City Administrator</u>

### **RECOMMENDATION:**

That the City Council approve the agreement with Townsend Public Affairs for grant seeking and grant writing services for the City of Chowchilla and authorize the City Administrator to execute a contract with Townsend Public Affairs.

### **HISTORY / BACKGROUND:**

On August 11, 2015, the Council approved the staff recommendation to issue a Request for Proposal for grant seeking, grant writing and lobbying services. The RFP was issued on September 17, 2015 and responses were due by October 9, 2015. The RFP was also available on the City of Chowchilla website. As of the due date for the RFP, eleven (11) proposals were received. Staff created a matrix analyzing the proposals using the key elements listed in the "Selection Procedure" of the RFP and compared the merits of each firm. After analysis and reference checks by city staff, a committee composed of City of Chowchilla department heads interviewed the top two respondent firms and recommended Acquisition Partners of America.

Total proposed cost for grant writing/lobbying services is a retainer cost of \$3,500 per month. Included in the retainer is grants research and grant writing. At present the City of Chowchilla pays California Consulting \$2,500 per month (\$30,000 annually) and their contract is up in September 2015. Currently we have one part time employee that costs approximately \$24,500 a year.

### **FINANCIAL IMPACT:**

Total proposed cost for grant writing/lobbying services is a retainer cost of \$4,250 per month. Included in the retainer is grants research and grant writing. At present the City of Chowchilla pays California Consulting \$2,500 per month (\$30,000 annually) and their contract is up in September 2015. Currently we have one part time employee that costs approximately \$24,500 a year.

### **ATTACHMENTS:**

Resolution  
Townsend Public Affairs Presentation  
Townsend Public Affairs Contract

**COUNCIL RESOLUTION # -15**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHOWCHILLA, CALIFORNIA,  
AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE A PROFESSIONAL SERVICE  
AGREEMENT WITH TOWNSEND PUBLIC AFFAIRS FOR GRANT RESEARCH AND  
WRITING**

**WHEREAS**, the City of Chowchilla seeks professional expertise in the area of potential grant seeking and grant writing; and

**WHEREAS**, the City of Chowchilla seeks to provide a stable and reliable revenue source to fund operating, capital and reserve needs; and

**WHEREAS**, Townsend Public Affairs submitted a proposal meeting all the criteria for performing the required services; and

**WHEREAS**, staff interviewed and verified references for Townsend Public Affairs and recommends their proposal be accepted by the City Council

**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 authorizes the City Administrator to execute a professional service agreement with Townsend Public Affairs for Grant Research and Grant Writing for the purposes of performing grant seeking and grant writing \$3,500 per month.

**PASSED AND ADOPTED** by the City of Chowchilla this 8<sup>th</sup> day of December 2015 by the following vote to wit:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

APPROVED:

---

Mayor John Chavez

ATTEST:

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Joann McClendon, CMC  
Interim City Clerk

# TOWNSEND

PUBLIC AFFAIRS

EST **TPA** 1998

[WWW.TOWNSENDPA.COM](http://WWW.TOWNSENDPA.COM)

SACRAMENTO • WASHINGTON, DC  
SOUTHERN CALIFORNIA • CENTRAL VALLEY • NORTHERN CALIFORNIA



## **Proposal for Grant Seeking, Grant Writing and Lobbying Services**

**December 4, 2015**

# Company Overview

- Townsend Public Affairs, Inc. (TPA) was founded in 1998 by Christopher Townsend.
- TPA has represented **250 cities, counties, public agencies, and nonprofit organizations** over the past 17 years.
- TPA is the only major lobbying firm in California that specializes in both legislative AND funding advocacy with federal, state, and local governments on behalf of our clients, who consist primarily of local public agencies and non-profit organizations.
- TPA has secured over **\$930 million** in public sector funding for our clients.



# The TPA Advantage

TPA has 13 registered lobbyists and grant writers in California and Washington, DC, each with the policy expertise, experience, and multi-partisan relationships necessary to achieve legislative, regulatory, and funding results.



*TPA maintains five offices to serve its clients:*

- State Capitol Office in Sacramento
- Federal Office in Washington, DC
- Southern California Office in Newport Beach
- Central Valley Office in Fresno
- Northern California Office in Oakland

# The TPA Advantage

***TPA uses a collaborative approach to provide “the best of all worlds.”***

- Personalized and focused customer service from a dedicated senior executive based in Sacramento AND a team member based in the Central Valley, akin to working with a local or “boutique” firm.
- Extensive policy knowledge from a large team of lobbyists and funding advocates with the breadth and depth of experience only available at large government relations firms.
- Active participation by the Founder and President of the firm to develop strategy, engage top-level relationships, and personally ensure high-quality customer service.

# CLIENT SERVICE TEAM

# Client Service Team

## Christopher Townsend, President

- 30 years of legislative and public policy experience and 18 years as the Founder and President of TPA
- Provides strategic guidance and advocacy support for every client, including municipalities
- Maintains relationship with Governor Jerry Brown dating back to his first campaign for Governor in 1974, his role as Chair of the California Democratic Party, and his tenure as Mayor of Oakland, where TPA served as his State advocacy firm
- Continues to add to his widespread network of bi-partisan relationships with Members of the Legislature, Administration, and their staff
- Expertise in funding public infrastructure, local governance, and natural resources



# Client Service Team

## Richard Harmon, Director

- 20 years of legislative and public policy experience
  - Director, Townsend Public Affairs
  - District 10 Director, California Department of Transportation
  - Deputy Director for Legislative and Local Government Affairs, California Department of Transportation
  - Chief of Staff, Assembly Member Bonnie Garcia
- Has represented 25 municipalities and counties during his six-year tenure at TPA
- Significant policy expertise in transportation policy, planning, and infrastructure (including CTC, Caltrans, HSR), local government, strategic growth council, and economic development
- Widespread bi-partisan relationships with the Administration, Members of the Legislature, and staff
- Responsible for significant State and federal grant funding wins for public agencies throughout the State



# Client Service Team

## Cori Williams, Senior Associate

- Eight years of legislative advocacy and public policy experience with agencies located throughout the State
- Significant advocacy and grant writing experience on water policy and infrastructure funding needs
- Secured millions in funding for public agencies, leveraging relationships with various State agencies
- Relationships with key Members of the Legislature and staff throughout the State



# Client Service Team

## Sharon Gonsalves, Senior Associate

- A decade of experience in State Capitol
  - Senior Associate, Townsend Public Affairs
  - Legislative Director, Senator Anthony Cannella
  - Capitol Director, Assembly Member Diane Harkey
  - Legislative Director, Assembly Member Bonnie Garcia
- Strong relationships with Members and Staff of the Legislature, State Water Resources Control Board, Department of Water Resources, and California Water Commission
- Expertise in major issues including water policy and infrastructure, energy, agriculture, and natural resources
- Specialized experience in agency regulations and drafting legislative language, reviewing, tracking, and analyzing bills



# Client Service Team

## Sophia Sadaat, Associate

- Six years of public policy and legislative advocacy experience
- Experience and knowledge with the State legislative process through tenure with the Office of the Chief Clerk in the California State Assembly
- Responsible for major funding wins on behalf of public agencies in the policy areas of public safety, arts and culture, and education
- Bi-partisan relationships in the Capitol with Members and key staff
- Expertise in the policy areas of public safety, transportation, arts and culture, and education



# Client Service Team

## Gary Rogers, Associate

- Former educator with experience as a grant writer for consulting firms on behalf of local public agencies throughout California
- Secured millions in competitive dollars for public agencies from federal, State, and private funding sources
- Provided grant funding services for numerous municipal clients throughout California in the funding areas of public safety, parks and recreation, water policy and infrastructure, transportation, energy, economic development, and housing and community development



# Additional Members of the Team

**Casey Elliott**  
*State Capitol Director*



*Policy Expertise:*

- Municipal Strategies
- Water Policy
- Community Facilities
- Economic Development

**Niccolo De Luca**  
*Senior Director*



*Policy Expertise:*

- Public Safety
- Parks and Recreation
- Municipal Legislation and Advocacy
- Cultural Resources
- Grant Writing

**Chelsea Vongehr**  
*Associate*



*Policy Expertise:*

- Municipal Strategies
- Education
- Health and Human Services
- Housing and Community Development
- Grant Writing

# Additional Members of the Team

**Alex Gibbs**  
**Associate**



*Policy Expertise:*

- Municipal Strategies
- Public Safety
- Labor and Industrial Relations
- Parks and Recreation
- Grant Writing

**Eric O'Donnell**  
**Associate**



*Policy Expertise:*

- Municipal Strategies
- Water Policy and Infrastructure
- Energy
- Natural Resources
- Grant Writing

# LEGISLATIVE ACHIEVEMENTS

# State Legislative Achievements

ISSUE	DESCRIPTION
<b>LOCAL GOVERNMENT</b>	<p>TPA sponsored AB 191 (Budget Committee) on behalf of the City of Santa Ana, which exempted select cities from Highway User Tax Account (gas tax) deferrals, if the deferrals created a hardship for the city. This measure resulted in the State paying the City hundreds of thousands of dollars that would have otherwise been delayed under the provisions of the State budget.</p> <p>TPA sponsored AB 1144 (Hall) on behalf of the City of Carson authorized the City to establish a post-retirement medical program vesting schedule in accordance with the collective bargaining agreements reached between the City and their respective bargaining units. This measure helped the City of Carson address an otherwise unfunded liability, which was projected at \$48 million. Collaboration between Assembly Member Hall, the City, the local bargaining units, CalPERS, and the Legislature was crucial to the success of this legislation. TPA is proud to have played a guiding hand in strategically crafting this legislation and shepherding it through the legislative process.</p>
<b>PENSION BENEFITS REFORM</b>	<p>TPA sponsored SB 1251 (Huff) on behalf of the City of Brea and the City of Fullerton. The two cities had been working together to facilitate a merger of their Fire Departments into one single entity, which would service both communities. In order to provide consolidated services, maximize cost savings, and maintain local control the cities must enter into a Joint Power Agreement (JPA) to fully merge the two departments. However, in their efforts to form the JPA, the cities became aware that law passed in 2013, the Public Employees' Pension Reform Act (PEPRA), prohibited employees, who would be subject to such a merger, from retaining their existing retirement benefits. In order to remedy this situation that had not been contemplated in PEPRA, SB 1251 was introduced to make a technical change that would amend state law and allow the two cities to enter into a JPA and fully merge the two departments, while ensuring that existing employees from both cities would be able to keep their retirement benefits at the rate they were hired.</p>
<b>TRANSPORTATION</b>	<p>TPA was successful in amending AB 957 (Committee on Transportation) in the closing days of the Legislative Session to allow the State to relinquish to the City of Buena Park much of Beach Boulevard within its jurisdiction. This bill was unanimously approved by the Legislature and secured the Governor's signature, and allowed much-needed improvements and development to occur in the City.</p>

# Federal Legislative Achievements

ISSUE	DESCRIPTION
<b>PUBLIC SAFETY</b>	TPA worked with Senator Barbara Boxer and the Department of Justice on the School Safety Enhancement Act on legislation that created a new grant program to enable schools to apply for federal funding to create school safety plans and to purchase technology to improve student safety. TPA ensured the program was put under the jurisdiction of Department of Justice's Community Oriented Policing Office. Due to TPA's close working relationship with that office, the DOJ promptly and effectively executed the program.
<b>TAXES</b>	On behalf of several California cities, TPA amended legislation - the Wireless Tax Fairness Act - to ensure that cities across California are able to raise revenue pursuant to Proposition 218. If it hadn't been amended, H.R. 1002 would have effectively overridden the will of California voters and limited their ability to modify their local wireless taxes systems. Oakland's 7.5 percent utility tax provides 13 percent of the City's general fund revenue. Activities on this effort are ongoing as tax reform continues to remain a priority for both branches of government and wireless taxes are germane to this effort.
<b>TRANSPORTATION</b>	On behalf of the City of Brea, TPA engaged the Senate Environment & Public Works Committee (including Chair Barbara Boxer and Ranking Member Jim Inhofe) to amend the Transportation Authorization Bill MAP-21 to include language supporting the Orange County Transportation Authority M-2 Environmental Mitigation Program to provide for comprehensive environmental mitigation, including a preference to mitigating environmental impacts through the use of federal funds directly deposited and shared via approved regional mitigation banks.
<b>ZONING</b>	TPA, acting on behalf of the City of Fullerton, successfully pushed through action designating a post office in Fullerton to be on the National Register of Historic Places after two years of inaction at the federal level. Once TPA engaged Congressional, USPS and National Park Service staff, the designation was approved three months later.
<b>WATER</b>	In an effort to meet the continued water-related funding needs throughout California, TPA successfully urged Senator Boxer's Environment and Public Works staff to include a financing provision entitled WIFIA in the pending Water Resources and Development Act. TPA solicited information from our city and water district clients on specific aspects of the WIFIA proposal and worked with staff to include client needs. TPA secured support letters on the provision within days of the Committee request.

# FUNDING ACHIEVEMENTS

# Funding Achievements

Policy Area	Federal Funding	State and Local Funding	Funding From All Sources
Cultural Resources	\$7 Million	\$90.4 Million	\$97.4 Million
Education	\$6.3 Million	\$170.1 Million	\$176.4 Million
Housing and Development	\$5.7 Million	\$197 Million	\$202.7 Million
Public Safety	\$40.7 Million	9.9 Million	\$50.6 Million
Recreation	\$825,000	\$65.9 Million	\$66.7 Million
Redevelopment	Not Applicable	\$66 Million	\$66 Million
Transportation	\$101.1 Million	\$118.1 Million	\$219.2 Million
Water	\$1.8 Million	\$49.3 Million	\$51.1 Million
<b>TOTAL</b>	<b>\$163.4 Million</b>	<b>\$766.7 Million</b>	<b>\$930.1 Million</b>

# TPA Relationships

**TPA has cultivated an extensive network of powerful relationships that will be leveraged on behalf of the City of Chowchilla to advance its funding and legislative agenda and priorities:**

## **Statewide Officials and Governor Brown Administration:**

- Governor Jerry Brown and his top executives
- Lt. Governor Gavin Newsom
- State Controller Betty Yee
- State Treasurer John Chiang
- Secretary John Laird, Natural Resources Agency
- Secretary Brian Kelly, State Transportation Agency
- Executive Director Will Kempton, CTC
- Director Michael Cohen, Department of Finance
- Director Mark Cowin, Department of Water Resources
- Director Lisa Mangat, Parks and Recreation
- Acting Director Susan Riggs, Department of Housing and Community Development
- Chairwoman Felicia Marcus, California State Water Resources Control Board

## **Legislative Leadership:**

- Senate President Pro Tempore Kevin De Leon
- Senate Minority Leader Jean Fuller
- Assembly Speaker Toni Atkins
- Assembly Speaker-Designate Anthony Rendon
- Assembly Minority Leader Kristin Olsen
- Assembly Minority Leader-Designate Chad Mayes

## **City of Chowchilla Delegation:**

- U.S. State Senator Dianne Feinstein
- U.S. State Senator Barbara Boxer
- Congressman Jim Costa
- Senator Anthony Cannella
- Assembly Member Frank Bigelow

## **Legislative Committee Relationships:**

- Senate Governance and Finance: Chair Bob Hertzberg and Vice Chair Janet Nguyen
- Senate Appropriations: Chair Ricardo Lara and Vice Chair Pat Bates
- Senate Energy, Utilities and Communications: Chair Ben Hueso
- Senate Natural Resources and Water: Chair Fran Pavley and Vice Chair Jeff Stone
- Assembly Appropriations: Chair Jimmy Gomez and Vice Chair Frank Bigelow
- Assembly Local Government: Chair Brian Maienschein and Vice Chair Lorena Gonzalez
- Assembly Natural Resources: Chair Das Williams and Vice Chair Brian Dahle
- Assembly Water, Parks and Wildlife: Chair Marc Levine and Vice Chair Frank Bigelow

# Looking Forward

TPA envisions several opportunities to support the agenda of the City in terms of grant funds and advocacy, including but not limited to:

- Water, sewer, storm water infrastructure funding from the Proposition 1 Water Bond
- Funding for parks and recreation facilities:
  - New parks grant program in 2016 to award funds from previous recipients of Proposition 40 park bond grants that have been reclaimed by California Department of Parks and Recreation because those projects never developed
  - Advocacy for language in the legislation for the proposed park bond for the 2016 ballot to include specific criteria that ensures City projects are not only eligible but highly competitive
- Funding for transportation infrastructure:
  - Advocacy for language in proposed legislation in the regular and special sessions of the state legislature to ensure that revenue generated includes funding to address the regional and local interests of the City
  - Next round of Active Transportation Program (ATP) grants for pedestrian bicycle, and trail projects

# Conclusion

- The City of Chowchilla needs a strong, established, and proactive funding and legislative advocacy firm in Sacramento and Washington, D.C. to fight for your interests and priorities.
- ***Townsend Public Affairs, Inc. is that advocate.***
- We would be proud and honored to represent the City of Chowchilla.
- Thank you for your consideration.



## CONTRACT FOR CONSULTANT SERVICES

**THIS CONTRACT** ("Contract") is made and entered into this \_\_\_\_ day of \_\_\_\_ 2015, by and between the City of Chowchilla ("Client"), and Townsend Public Affairs, Inc., a California corporation ("Consultant"). For valuable consideration, Client and Consultant agree:

1. Term.  
This Contract is effective as of the date above, and shall continue for a period of one (1) year. The term of this agreement may be extended by mutual agreement of the parties in successive one (1) year increments.
2. Services.  
Consultant will, in accordance with the terms of this Contract, perform the services described in Exhibit "A," ("Services") which is incorporated herein by reference.
3. Fees.  
Client agrees to pay Consultant for the services in the amount described in Exhibit "A" in accordance with the provisions of the Fee Schedule in Exhibit "A." The Consultant will submit a monthly invoice to Client reflecting the fee and including any expenses incurred for such month. Client shall pay each billing within thirty (30) days of receipt thereof.
4. Expenses.  
Client shall reimburse Consultant for all reimbursable itemized expenses with third party vendors, including local transportation, meals and entertainment, and travel incurred while transacting business as defined herein on behalf of Client. Such expenses shall be billed to the Client on a monthly basis and will be due upon receipt.
5. Laws, Rules and Regulations.  
Consultant shall perform the Services in accordance with all applicable local, state and federal laws and regulations, exercising the standard of care applicable to Consultant's profession.
6. Independent Contractor.  
It is the intention of the parties to this Contract that the Services rendered hereunder shall be so rendered by Consultant as an independent contractor and not as an employee, agent, joint venturer or partner of Client. Nothing in this Contract shall be interpreted or construed as creating or establishing the relationship of employer and employee between Client and Consultant or any employee or agent of Consultant. Both parties acknowledge that Consultant is not an employee for state or federal tax purposes. Consultant shall retain the right to perform services for others under the terms of this Contract during the entire term hereof.
7. Work Product / Record-Keeping  
Any tangible work product that is developed by Consultant shall be the property of the Client. The Consultant shall keep and maintain all records related to the performance of services under this agreement for a minimum period of four years following termination or expiration of this agreement. The Consultant shall make any and all such records available to the City upon request.
8. Confidentiality.  
Consultant agrees to maintain the confidentiality of files or other information it is provided or develops during the course of its work for Client. It is understood, however, that disclosure of certain information provided by Client may be necessary or appropriate in the course of its

representation of Client. Such disclosures shall be made upon consultation with Client or Client's designated representative and with written consent from the Client.

9. Termination.

This Contract may be terminated by either party with or without cause upon thirty (30) days written notice to the other party specifying desired date of termination.

10. Contract Modifications.

Client and Consultant agree that the terms and conditions of this Contract supersede any prior oral understandings, written agreements, proposals and any other communications and shall constitute the entire agreement between the parties signatory hereto, as to the matters set forth herein. Client and Consultant may modify the terms of this Contract only by executing a written Contract Addendum, which shall reference this Contract and shall be executed by the parties' signatory hereto.

11. Governing Law / Attorney Fees.

This agreement and all matters arising out of or relating to it shall be governed and construed in accordance with the laws of the State of California. The parties agree and consent to the jurisdiction of the state courts located in the County of Madera, CA in any action arising out of or relating to this agreement. Client and Consultant agree that the prevailing party in any dispute under this Agreement shall be entitled to an award of attorneys' fees and costs as ordered by the Court.

12. Certification of Non-Discrimination.

By signing this Contract, Consultant certifies that it shall not engage in unlawful discrimination or harassment or abusive conduct, including discrimination on actual or perceived race, color, creed, religion, sex, age, marital status, national origin, ancestry, physical or mental disability, gender, gender identity, gender expression, pregnancy, marital status, citizenship status, military or veteran status, genetic information, medical conditions, or any other basis protected by State or Federal law.

13. Waiver: No provision of this agreement may be waived unless it is contained in a writing signed by all parties. Waiver of any one provision of this agreement shall not be deemed to be a waiver of any other portion of the agreement, nor a subsequent waiver of the same section.

14. Severability: In the event that one or more of the provisions of this agreement or portions thereof are determined to be unlawful or unenforceable, the remainder of the agreement shall not be affected thereby; and, each remaining section or portion thereof shall continue to be valid, effective and enforceable as between the parties, to the fullest extent permitted by law.

15. Insurance: Consultant shall maintain Worker's Compensation Insurance for any of its employees as required by the State of California, and shall furnish the City with a copy of the valid and current certificate of insurance issued.

16. Notice.

Notice and written communications sent by one party to the other shall be personally delivered or sent by U.S. Mail, postage prepaid, to the following addresses:

To Client: City of Chowchilla  
Attention: Brian Haddix, City Manager  
130 S. Second Street

Chowchilla, CA 93610

To Consultant:

Townsend Public Affairs, Inc.  
Attention: Christopher Townsend, President  
1401 Dove Street, Ste. 330  
Newport Beach, CA 92660

17. Execution.

The representatives of Client and Consultant warrant that they have authority to sign on behalf of and bind their principals and have caused this Contract to be duly executed the day and year first above written.

"CONSULTANT"

"CLIENT"

TOWNSEND PUBLIC AFFAIRS, INC.,  
a California Corporation

CITY OF CHOWCHILLA  
a Government Agency

By:

\_\_\_\_\_  
Christopher J. Townsend  
President

By:

\_\_\_\_\_  
Brian Haddix  
City Administrator

**EXHIBIT "A"**  
**TO**  
**CONTRACT FOR CONSULTING SERVICES**

**TERM:** XX, 2015 through XX, 2016

**FEE SCHEDULE:** Grant Seeking and Grant Writing Services:  
\$3,500 per month

Lobbying Services:  
\$3,000 per month

Grant Seeking, Grant Writing and Lobbying Services:  
\$5,000 per month

\*Retainer amount shall not exceed a maximum of \$5000.00 in any single month

**SERVICES:** Consultant shall timely perform all necessary and related tasks to complete the items listed in the fee schedule above.

**Client Initials** \_\_\_\_\_

**Consultant Initials** \_\_\_\_\_



## REPORT TO THE CITY COUNCIL

Council Meeting of December 8, 2015

<b>Agenda Section:</b>	<u>New Business</u>
<b>SUBJECT:</b>	<b>Authorizing the City Administrator to Apply for Madera County Transportation Commission (MCTC) Congestion Mitigation and Air Quality Improvement Project List (CMAQ) Funds to Purchase a Street Sweeper for the City of Chowchilla Public Works Department</b>
<b>Prepared By:</b>	<u>Craig Locke, City Engineer/Public Works Director</u>
<b>Authorized By:</b>	<u>Craig Locke, City Engineer/Public Works Director</u>
<b>Approved By:</b>	<u>Brian Haddix, City Administrator</u>

### **RECOMMENDATION:**

Staff recommends that City Council authorize the City Administrator to Apply for Madera County Transportation Commission (MCTC) Congestion Mitigation and Air Quality Improvement Project List (CMAQ) Funds to Purchase a Street Sweeper for the City of Chowchilla Public Works Department

### **HISTORY / BACKGROUND:**

Municipal street sweeping provides benefits beyond the obvious aesthetic advantages. By removing leaves and other debris water flows more freely across the city streets and particulate matter is captured and disposed of rather than becoming an air pollution constituent. It is the air pollution component of street sweeping that make this type of program grant eligible.

The City of Chowchilla has historically provided in house street sweeping services on City Streets. The previous street sweeper was purchased in 2007 from Haaker Equipment Co. for \$208,000 with \$132,400 from air quality grant funds and the remaining \$92,600 from the City.

Street Sweepers are reputed to require a higher level off maintenance and repairs than most equipment, and the unit purchased in 2007 was retired in 2014 when the cost of repairs became unjustifiable.

Staff has investigated renting a sweeper (\$8-10,000/month) and outsourcing the sweeping will cost upwards of \$7,000/month to sweep half of the town every week. The conclusion is to use CMAQ funds to purchase a machine and provide the City with a more flexible and higher level of service.

Within Madera County, MCTC awards CMAQ funding to the County's transportation agencies Using a complex criteria of emission reduction, cost effectiveness and population. There are two types of CMAQ funding; Lifeline and Grant Funds. Lifeline funds are awarded based on population and Grant funds are competitively awarded based on the type of project.

The City's allocation of Lifeline funds is currently tied up with other projects, however MCTC does have this year's allocation of CMAQ funds augmented by \$265k of historic grant funding released into the pool should the Council approves reprogramming **MAD302053** Shoulder

Paving Avenue 24 ½ - UPRR to Road 15 ½. No legacy lifeline funding would be available, and only this year's allocation could be applied to this project.

**FINANCIAL IMPACT:**

There is no financial impact for the application. Should the City be successful in their application and then choose to purchase, there will be an impact from the local match requirement

**ATTACHMENTS:**

Resolution

**COUNCIL RESOLUTION # -15**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHOWCHILLA, CALIFORNIA  
AUTHORIZING THE CITY ADMINISTRATOR TO APPLY FOR A MADERA COUNTY  
TRANSPORTATION COMMISSION (MCTC) CONGESTION MITIGATION AND AIR  
QUALITY IMPROVEMENT PROJECT LIST (CMAQ) FUNDS TO PURCHASE A STREET  
SWEEPER FOR THE CITY OF CHOWCHILLA PUBLIC WORKS DEPARTMENT**

**WHEREAS**, the City of Chowchilla has historically provided municipal street sweeping services to benefit the City's aesthetics, storm drain water flow and air quality: and,

**WHEREAS**, the City of Chowchilla is not currently able to provide these services do to failures of the equipment and the determination that repairs are no longer cost effective; and.

**WHEREAS**, the Madera County Transportation Commission (MCTC) provides partial funding for projects including street sweeper purchases using Congestion Mitigation and Air Quality Improvement (CMAQ) funds; and

**WHEREAS**, the purchase and operation of a street sweeper supports the Chowchilla City Council objectives of Delivering Exemplary Government Services and Developing Infrastructure to Meet Current Needs and Support Future Growth; and

**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 authorizes the City Administrator to Apply for Madera County Transportation Commission (MCTC) Congestion Mitigation and Air Quality Improvement Project List (CMAQ) Funds to Purchase a Street Sweeper for the City of Chowchilla Public Works Department.

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

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

APPROVED:

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

ATTEST:

\_\_\_\_\_  
Joann McClendon, CMC  
Interim City Clerk



## REPORT TO THE CITY COUNCIL

Council Meeting of December 8, 2015

<b>Agenda Section:</b>	<u>New Business</u>
<b>SUBJECT:</b>	<b>Authorizing the City Administrator to Purchase a Replacement Tractor for Bio Solids Processing at the Waste Water Treatment Plant</b>
<b>Prepared By:</b>	<u>Craig Locke, City Engineer/Public Works Director</u>
<b>Authorized By:</b>	<u>Craig Locke, City Engineer/Public Works Director</u>
<b>Approved By:</b>	<u>Brian Haddix, City Administrator</u>

### **RECOMMENDATION:**

Staff recommends that the City Council authorize the City Administrator to purchase a replacement tractor for bio solids processing at the waste water treatment plant in the amount of \$24,764.29

### **HISTORY / BACKGROUND:**

The waste water treatment separates bio solids from the liquid effluent in a continuous process. These bio solids, commonly referred to as sludge, are separated into a large containment vessel for further aerobic digestion then mixed with a polymer and poured out onto a filter tile bed. The liquid portion drains off and is returned to the treatment plan. The remaining solids are collected with a rubber bladed front loader tractor, transported in a hopper trailer and stored for annual disposal.

The treatment plant has used a small ford tractor since 1996. This tractor appeared to have reached its useful life in April of 2015, but was not replaced due to potential changes in the sludge processing procedure. The use of tile beds is a unique process and labor intensive. A more commonplace process is the use of mechanical dewatering using a press or centrifuge. This requires more energy but less labor.

Since April staff has analyzed the cost benefit ratio for converting to mechanical dewatering. To be safe, \$20,000 was earmarked from the waste water enterprise fund for a replacement tractor during the budget process in May and June, should replacement be determined as the more fiscally responsible alternative. The result of the analysis was that the capital investment for mechanical dewatering equipment cannot be recaptured during the useful life of the plant. This analysis was corroborated by Johnson Controls in October.

The temporary repairs were made to the tractor in April allowed it to continue to function until September. After revaluating the repair costs against the remaining life of other components on the tractor, the decision was made to replace the equipment.

Various alternatives were considered using prices from a government bid list. Larger more multipurpose tractors were considered, and their advantages balanced against the potential damage to the tile beds caused by the increased weight. In the end, the John Deere 3038e was selected. The non-budgeted \$4,764.29 can appropriately be allocated for this purchase from the Waste Water Capital reserve account.

**FINANCIAL IMPACT:**

The total cost of \$24,764.29 for the John Deere 3038e will be allocated from the Waste Water Enterprise funds Capital Reserve account. This purchase represents the most cost effective means for the waste water treatment plant to continue to operate currently and into the future.

**ATTACHMENTS:**

Resolution

John Deere 3038e Government Cost Quote

**COUNCIL RESOLUTION # -15**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHOWCHILLA, CALIFORNIA  
AUTHORIZING THE CITY ADMINISTRATOR TO PURCHASE A REPLACEMENT TRACTOR  
FOR BIO SOLIDS PROCESSING AT THE WASTE WATER TREATMENT PLANT**

**WHEREAS**, the City of Chowchilla operates a Waste Water Treatment Plant utilizing a gravitational filter bio solids dewatering process; and

**WHEREAS**, the this process requires the use of equipment with expected deterioration in performance until replacement is required; and

**WHEREAS**, the existing bio solids processing tractor has come to the end of its useful life; and

**WHEREAS**, a replacement tractor has been identified using a state bid government pricing list; and

**WHEREAS**, a the funds for the replacement tractor are available in the Waste Water Capital Reserve which exists for funding purchases of this nature;

**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 authorizes the City Administrator to execute all necessary documents to purchase the John Deere 3038e at the government price and terms on the attachment.

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

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

APPROVED:

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

ATTEST:

\_\_\_\_\_  
Joann McClendon, CMC  
Interim City Clerk



**ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):**  
 Deere & Company  
 2000 John Deere Run  
 Cary, NC 27513  
 FED ID: 36-2382580; DUNS#: 60-7690989

**ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:**  
 Midland Tractor Company  
 1901 W. Cleveland  
 Madera, CA 93637  
 559-674-8757  
 midland@midland-tractor.com

**Quote Summary**

**Prepared For:**  
 City Of Chowchilla  
 130 S 2nd St  
 Chowchilla, CA 93610

**Delivering Dealer:**  
**Midland Tractor Company**  
 Michelle Cromie  
 1901 W. Cleveland  
 Madera, CA 93637  
 Phone: 559-674-8757  
 michellec@midland-tractor.com

**Quote ID:** 12351091  
**Created On:** 02 November 2015  
**Last Modified On:** 02 November 2015  
**Expiration Date:** 02 December 2015

Equipment Summary	Selling Price	Qty	Extended
JOHN DEERE 3038E Compact Utility Tractor(30 PTO hp) <b>Contract:</b> NJPA 070313-DAC <b>Price Effective Date:</b> November 2, 2015	\$ 18,667.15 X	1 =	\$ 18,667.15
JOHN DEERE D160 Loader <b>Contract:</b> NJPA 070313-DAC <b>Price Effective Date:</b> November 2, 2015	\$ 4,259.04 X	1 =	\$ 4,259.04
<b>Equipment Total</b>			<b>\$ 22,926.19</b>

\* Includes Fees and Non-contract items

Quote Summary	
Equipment Total	\$ 22,926.19
Trade In	
SubTotal	<b>\$ 22,926.19</b>
Sales Tax - (8.00%)	\$ 1,838.10
Total	\$ 24,764.29
Down Payment	(0.00)
Rental Applied	(0.00)
<b>Balance Due</b>	<b>\$ 24,764.29</b>

Salesperson : X \_\_\_\_\_

Accepted By : X \_\_\_\_\_

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**JOHN DEERE**

# Selling Equipment

Quote Id: 12351091    Customer Name: CITY OF CHOWCHILLA

**ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):**

Deere & Company  
2000 John Deere Run  
Cary, NC 27513  
FED ID: 36-2382580; DUNS#: 60-7690989

**ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:**

Midland Tractor Company  
1901 W. Cleveland  
Madera, CA 93637  
559-674-8757  
midland@midland-tractor.com

## JOHN DEERE 3038E Compact Utility Tractor(30 PTO hp)

Hours:

Stock Number:

Contract: NJPA 070313-DAC

Selling Price \*

Price Effective Date: November 2, 2015

\$ 18,667.15

\* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
1484LV	3038E Compact Utility Tractor (30 PTO hp)	1	\$ 20,669.00	17.00	\$ 3,513.73	\$ 17,155.27	\$ 17,155.27
<b>Standard Options - Per Unit</b>							
0409	English North American Operator's Manual and Decal Kit	1	\$ 0.00	17.00	\$ 0.00	\$ 0.00	\$ 0.00
3010	Downward Exhaust	1	\$ 0.00	17.00	\$ 0.00	\$ 0.00	\$ 0.00
5213	41x14-20 (4PR, R3 Turf, 1 Position)	1	\$ 20.00	17.00	\$ 3.40	\$ 16.60	\$ 16.60
6213	27x8.50-15 (6PR, R3 Turf, 2 Position)	1	\$ 65.00	17.00	\$ 11.05	\$ 53.95	\$ 53.95
9001	Rear Drawbar	1	\$ 151.00	17.00	\$ 25.67	\$ 125.33	\$ 125.33
9500	D160 Loader Factory Installation	1	\$ 200.00	17.00	\$ 34.00	\$ 166.00	\$ 166.00
<b>Standard Options Total</b>			<b>\$ 436.00</b>		<b>\$ 74.12</b>	<b>\$ 361.88</b>	<b>\$ 361.88</b>
<b>Other Charges</b>							
	Freight	1	\$ 500.00			\$ 500.00	\$ 500.00
	Customer Setup	1	\$ 650.00			\$ 650.00	\$ 650.00
<b>Other Charges Total</b>			<b>\$ 1,150.00</b>			<b>\$ 1,150.00</b>	<b>\$ 1,150.00</b>
<b>Suggested Price</b>							<b>\$ 18,667.15</b>
<b>Total Selling Price</b>			<b>\$ 22,255.00</b>		<b>\$ 3,587.85</b>	<b>\$ 18,667.15</b>	<b>\$ 18,667.15</b>

## JOHN DEERE D160 Loader

Confidential



# Selling Equipment

Quote Id: 12351091    Customer Name: CITY OF CHOWCHILLA

**ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):**  
 Deere & Company  
 2000 John Deere Run  
 Cary, NC 27513  
 FED ID: 36-2382580; DUNS#: 60-7690989

**ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:**  
 Midland Tractor Company  
 1901 W. Cleveland  
 Madera, CA 93637  
 559-674-8757  
 midland@midland-tractor.com

**Equipment Notes:**

**Hours:**

**Stock Number:**

**Selling Price \***

**Contract:** NJPA 070313-DAC

**\$ 4,259.04**

**Price Effective Date:** November 2, 2015

\* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
1460P	D160 Loader	1	\$ 4,288.00	17.00	\$ 728.96	\$ 3,559.04	\$ 3,559.04
<b>Standard Options - Per Unit</b>							
1000	Mounting Frame (for 3032E and 3038E Tractors)	1	\$ 0.00	17.00	\$ 0.00	\$ 0.00	\$ 0.00
2000	Single Lever Control Valve (2 Function) and Tractor to Valve Oil Line Kit	1	\$ 0.00	17.00	\$ 0.00	\$ 0.00	\$ 0.00
4095	Less Ballast Box	1	\$ 0.00	17.00	\$ 0.00	\$ 0.00	\$ 0.00
5000	Hood Guard (for 3032E and 3038E Tractors)	1	\$ 0.00	17.00	\$ 0.00	\$ 0.00	\$ 0.00
8122	61 In. (1550 mm) Materials Bucket	1	\$ 0.00	17.00	\$ 0.00	\$ 0.00	\$ 0.00
<b>Standard Options Total</b>			<b>\$ 0.00</b>		<b>\$ 0.00</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>
<b>Other Charges</b>							
	Freight	1	\$ 200.00			\$ 200.00	\$ 200.00
	Customer Setup	1	\$ 500.00			\$ 500.00	\$ 500.00
<b>Other Charges Total</b>			<b>\$ 700.00</b>			<b>\$ 700.00</b>	<b>\$ 700.00</b>
<b>Suggested Price</b>							<b>\$ 4,259.04</b>
<b>Total Selling Price</b>			<b>\$ 4,988.00</b>		<b>\$ 728.96</b>	<b>\$ 4,259.04</b>	<b>\$ 4,259.04</b>

Confidential



## REPORT TO THE CITY COUNCIL

Council Meeting of December 8, 2015

**Agenda Section:** New Business

**SUBJECT:** **Authorizing the City Administrator to Remove Project MAD302048, MAD302052, MAD302053, MAD302055 From the Madera County Transportation Commission Congestion Mitigation and Air Quality Improvement Project List**

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

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

### **RECOMMENDATION:**

Staff recommends that the City Council authorize the City Administrator to remove project MAD302048, MAD302052, MAD302053, MAD302055 from the Madera County Transportation Commission (MCTC) Congestion Mitigation and Air Quality Improvement (CMAQ) Project List.

### **HISTORY / BACKGROUND:**

With passage of the Clean Air Act Amendments of 1990 and in subsequent years, the Congress authorized the Congestion Mitigation and Air Quality Improvement (CMAQ) Program to support surface transportation projects and other related efforts that contribute air quality improvements and provide congestion relief

Within Madera County, MCTC awards CMAQ funding to the County's transportation agencies Using a complex criteria of emission reduction, cost effectiveness and population. There are two types of CMAQ funding; Lifeline and Grant Funds. Lifeline funds are awarded based on population and Grant funds are competitively awarded based on the type of project. There is usually a local match component required. The current list of City of Chowchilla CMAQ projects and funding is:

**MAD302048** Construct School Pedestrian Facilities, Various Locations (October 2006)

CMAQ Grant: \$288,000

CMAQ Lifeline:\$124,000

Total CMAQ: \$412,000

City Match: \$59,000

**MAD302052** Alley Paving, Various Locations – Robertson Blvd Commercial (November 2008)

CMAQ Grant: \$177,060

CMAQ Lifeline:\$134,606

Total CMAQ: \$311,666

City Match: \$40,000

**MAD302053** Shoulder Paving Avenue 24 ½ - UPRR to Road 15 ½ (November 2010)

CMAQ Grant: \$265,590

CMAQ Lifeline:\$ 0

Total CMAQ: \$265,590

City Match: \$34,000

**MAD302055 Sidewalk Construction Near Wilson School (December 2014)**

CMAQ Grant: \$300,000

CMAQ Lifeline: \$116,000

Total CMAQ: \$416,000

City Match: \$49,000

It is the opinion of staff that pursuing project **MAD302053** will result in the expenditure of \$34,000 in local funds that might better serve the citizens if allocated to different projects.

The City's inactivity on this project threatens the region's ability to obtain CMAQ funding from the Federal Government. MCTC has informed staff that when a region consistently fails to utilize their CMAQ allocation are in jeopardy of seeing a reduction or total curtailment of CMAQ funding in subsequent years.

**FINANCIAL IMPACT:**

There is no fiscal impact since the City hasn't ever budgeted for the local match portion of the project. With the withdrawal of this project the allocated grant funds return to the pool of funds available for award by MCTC. With Council approval, staff will apply for these funds with another project this year.

**ATTACHMENTS:**

Resolution

**COUNCIL RESOLUTION # -15**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHOWCHILLA, CALIFORNIA  
AUTHORIZING THE CITY ADMINISTRATOR TO REMOVE PROJECTS MAD302048,  
MAD302052, MAD302053, AND MAD302055 FROM THE MADERA COUNTY  
TRANSPORTATION COMMISSION CONGESTION MITIGATION AND AIR  
QUALITY IMPROVEMENT PROJECT LIST**

**WHEREAS**, the City of Chowchilla has been maintaining Congestion Mitigation and Air Quality Improvement (CMAQ) Projects on the Madera County Transportation Commission (MCTC) CMAQ list for an extended period of time; and

**WHEREAS**, the regional allotment of CMAQ Project funding may be negatively impacted by continuing this practice; and

**WHEREAS**, the projects in question do not support the objectives of the current Council of the City of Chowchilla; and

**WHEREAS**, the Chowchilla City Council wishes to reprogram the City's Lifeline CMAQ funding to new projects meeting Program requirements and in alignment with the City's stated goals;

**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 authorizes the City Administrator to execute all necessary documents to remove projects **MAD302048, MAD302052, MAD302053, MAD302055** from the MCTC CMAQ project list.

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

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

APPROVED:

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

ATTEST:

\_\_\_\_\_  
Joann McClendon, CMC  
Interim City Clerk



## REPORT TO THE CITY COUNCIL

Council Meeting of December 8, 2015

<b>Agenda Section:</b>	<u>New Business</u>
<b>SUBJECT:</b>	<b>Authorizing Revisions to the Utility Systems Supervisor Position</b>
<b>Prepared By:</b>	<u>Craig Locke, City Engineer/Public Works Director</u>
<b>Authorized By:</b>	<u>Craig Locke, City Engineer/Public Works Director</u>
<b>Approved By:</b>	<u>Brian Haddix, City Administrator</u>

### **RECOMMENDATION:**

Staff recommends that the City Council authorize the attached revised Utility Systems Supervisor job description.

### **HISTORY / BACKGROUND:**

The existing Utility Systems Supervisor position was last modified in 2001. Since that time there have been numerous changes to the regulation of water and waste water systems and their management. Most recent was the July 1, 2014 transfer of responsibility for these agencies from the California Department of Public Health to the California State Water Resources Control Board.

At the fundamental level, the Chowchilla City Water Department is Classified as a Community Water System because it is a public water system with more than 15 connections. Due to the population served and the city's exclusive reliance on groundwater, the Chowchilla City Water Department is classified as a D3 system. As the City grows and pressure zones are added to the system, that classification will likely be upgraded to a D4, but for now, a D3 is sufficient.

Similarly the Waste Water Treatment plant is classified as a Class III treatment system due to the processes employed. There are no plans to increase the complexity of the treatment process resulting in a higher level of required certification.

Water and Waste water utilities must have at least one individual with the proper certification to operate the system. Systems are rated based on complexity of the system and volume and number of constituents served. Chowchilla has a Class III water distribution system and a class III waste water collection and treatment system.

The current Utility Systems Supervisor has class 3 certification in both waste water treatment and water distribution system operation. Due to the increased specialization of operator training, it is becoming more uncommon to find a single individual holding both classifications. Staff recommends that the Utility Systems Supervisor be, at a minimum, certified to be the operator of record for at least one of these systems. For this reason, staff recommends the proposed changes to the job description.

### **FINANCIAL IMPACT:**

There is no fiscal impact since staff is not recommending increasing the compensation for this position.

**ATTACHMENTS:**

Resolution

Revised Utility System Supervisor Job Description

**COUNCIL RESOLUTION # -15**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHOWCHILLA, CALIFORNIA  
AUTHORIZING REVISIONS TO THE UTILITY SYSTEMS SUPERVISOR POSITION**

**WHEREAS**, the City of Chowchilla operates Waste Water Treatment and Water Distribution Systems requiring Class III and D3 certification; and

**WHEREAS**, the current Utility Systems Supervisor holds State of California Class III and D3 certifications; and

**WHEREAS**, the certification requirements for system operation have been upgraded since the existing Job Description was developed in 2001 ; and

**WHEREAS**, the Chowchilla City Council wishes to have a Utility Systems Supervisor who is in responsible charge of at least one of these systems; and

**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 authorizes the attached Utility Systems Supervisor Job Description to replace the existing Job Description.

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

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

APPROVED:

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

ATTEST:

\_\_\_\_\_  
Joann McClendon, CMC  
Interim City Clerk

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

<b>DEPT:</b> Public Works	<b>DATE:</b> December 2015
<b>TITLE:</b> Utility Systems Supervisor	<b>SUPERSEDES:</b> N/A
<b>JOB#:</b> 300	<b>TOTAL PAGES:</b> 5
<b>SALARY RANGE:</b> 46	<b>ASSOCIATION:</b> CMMCA

**A. PURPOSE:**

Under general direction, plans, organizes, directs, and coordinates the activities of the Water and Wastewater Divisions of the Public Works Department; Under general direction, to supervise, assign, review, and participate in the work of staff responsible for providing water system operation and maintenance services. And to provide responsible staff assistance to the Superintendent of Public Works. Also designated as Chief Plant Operator pursuant to California Code of Regulations, Title 23, Division 3, Chapter 26.

**B. DISTINGUISHING CHARACTERISTICS:**

Incumbent reports to the Superintendent of Public Works and develops and implements general policy directives for the water production, distribution, treatment, environmental control, and maintenance programs of the Public Works Department. Also develops and implements general policy directives for the wastewater collection, treatment, environmental control, and land application programs of the Public Works Department.

**C. ESSENTIAL FUNCTIONS:**

- 1) Plan, prioritize, assign, supervise, and review the work of staff responsible for providing water system operation and maintenance services including construction, inspection, and maintenance services and activities for water related facilities and equipment. Organizes, plans, directs, and coordinates wastewater treatment plant, wastewater collection, environmental control, and land application programs.
- 2) Participate in the selection staff.
- 3) Provide or coordinate staff training including in the areas of work methods, techniques, and the use and operation of equipment
- 4) Work with employees to correct deficiencies
- 5) Implement discipline procedures
- 6) Recommend and assist in the implementation of goals and objectives
- 7) Identify maintenance problems and areas
- 8) Establish schedules and methods for providing water system operation and maintenance services

- 9) Implement policies and procedures
- 10) Plan and lay out water system operation and maintenance work projects
- 11) Prepare time, material, and equipment estimates for assigned jobs
- 12) Prepare specifications for material and equipment purchases
- 13) Requisition materials as required
- 14) Order parts as necessary and ensure parts ordered are received in a timely fashion
- 15) Select appropriate equipment and materials to complete the work according to specifications, verbal instructions, and established procedures
- 16) Adapt equipment and materials to meet specific requirements of the work to be accomplished.
- 17) Inspect and verify work in progress and completed work of assigned employees for accuracy, proper work methods and techniques, and compliance with applicable standards and specifications
- 18) Supervise the use and operation of tools, equipment, and vehicles.
- 19) Ensure that tools, equipment, and vehicles are safely operated, maintained, and secured when not in use.
- 20) Schedule the service, repair, and replacement of tools, equipment, and vehicles.
- 21) Participate in the preparation and administration of the assigned budget.
- 22) Submit budget recommendations.
- 23) Prepare and submit requisitions for supplies, materials, and parts
- 24) Monitor expenditures.
- 25) Prepare necessary records and reports.
- 26) Prepare project status reports Maintain records of projects, activities, and materials used
- 27) Supervise the maintenance of time, material, and equipment use records
- 28) Monitor the treatment of water in the City system.
- 29) . Operate wells, chlorinating pumps, and motors
- 30) Schedule and supervise the water meter reading activities.
- 31) Meet with contractors, property owners, and others regarding water use,
- 32) needs, and distribution
- 33) Perform the most complex plumbing, carpentry, and electrical work in the maintenance and operation of the water system and for other divisions and departments within the City of Chowchilla
- 34) Review capital improvement plans related to water services
- 35) Recommend future maintenance activities.
- 36) Assist in a variety of Department operations
- 37) Perform special projects and assignments as requested.
- 38) Respond to and resolve inquiries and complaints.
- 39) Coordinate assigned services and activities with those of other departments, outside agencies.
- 40) Maintenance, and improvement of the wastewater treatment and land application facilities.
- 41) Assesses the program needs for wastewater treatment, environmental control, industrial pretreatment, and land application.
- 42) Provides written reports on, and analysis of, Wastewater Division activities, projects, and assignments as required by the Superintendent.
- 43) Assists with preparation and administration of Wastewater Division annual budget.

## **D. ESSENTIAL RESPONSIBILITIES:**

### 1. General and Specialized Job Knowledge and Abilities:

(a) General Knowledge of: materials, equipment, methods, and practices essential to the efficient operation and maintenance of modern water production, distribution, and treatment facilities and maintenance of modern wastewater collection and treatment facilities, water and wastewater laboratories, and land application facilities.

(b) Specialized Knowledge of: principals of supervision, training, and performance evaluation. Operational characteristics and maintenance of a domestic water treatment and distribution system including wells, chlorination pumps, and motors. Procedures, methods, and techniques of water treatment within a water distribution system and laws, regulations, codes, and standards governing wastewater collection, treatment, land application, industrial pretreatment and laboratory operations.

(c) Ability to: communicate effectively, both orally and in writing, to prepare concise, well documented, logically presented reports and budgets, and to establish cooperative working relationships with employees, departments, city officials, regulatory agencies, and the general public. Operate a wide variety of equipment, machinery, and tools used in water treatment and distribution system construction, maintenance, and repair in a safe and effective manner. Operate modern office equipment including computer equipment. Operate a motor vehicle safely.

### (2). Resources, Including Money, Equipment, Materials and Records:

Trucks and equipment used in construction and maintenance, materials, supplies, and maintenance records.

### (3). Solving Problems:

Emergency leaks and ruptures of pipes and broken pumps, devising methods to complete assignments and control vehicular traffic, mechanical and electrical problems, perform work in a safe and efficient manner.

### (4). Performance of Others:

(See Distinguishing Characteristics above)

### (5). Relations with:

Internal Relations with: Superintendent, other construction and maintenance personnel, City Engineer, Recreation Department, Fire Department, Police Department, Chamber of Commerce, Parks, Recreation, and City Hall.

External Relations with: General Public, School District merchants, vendors, other government agencies, and contractors.

(6). Communications:

Oral: Communicate effectively and orally and in writing

Written: Both orally and in writing

Visual: Hand signals, observation of equipment and workers in the area.

Auditory: Noises denoting danger, or threat of danger from vehicular traffic, spoken instructions, signal and commands.

(7). Safety:

1) Hazardous conditions: Heavy equipment, power tools, heavy materials, jagged edges, overhead and underground power lines, insects, snakes, and rodents, caustic materials

2) Frequency: Daily

3) Consequence: From minor injury such as scrapes contusions, burns and abrasions up to and including permanent disability or death.

(9). Tolerance of Job Conditions:

(1) The work environment characteristics describe here and representative of those and employee encounters while performing the essential functions of this job. Reasonable accommodations may be to enable individuals with disabilities to perform the essential functions.

(2) Heat, sun, cold, damp, rain, and fog; insects cramped awkward and uncomfortable positions, dust, heavy physical labor, chemicals and caustic materials.

(10). Physical Aptitude:

(1) Above the average hand/eye coordination

(2) Above average strength and the ability to lift. Carry push and pull items in excess of 100 lbs.

(11). Application of Mental and Physical Effort:

(1) Requires heavy physical Labor and the ability to perform a variety of skilled and semi-skilled crafts, ability to concentrate for extended periods while perform skilled crafts and maintain a constant awareness of safety hazards and potential danger.

E. **PREREQUISITES:**

(1) Education and Experience:

Sufficient education, training, and experience to demonstrate the knowledge, skills and abilities listed above. These would normally be 127

acquired by the completion of the requirements for graduation from an accredited college with an AA Degree and four years of progressively responsible experience in public works maintenance, including one year of supervisor experience; however, a combination of education and experience may be deemed equivalent to the requirements listed above.

(2). Licenses, Registration, Accreditation, etc.:

A valid State of California Driver's License. A Grade III Water Treatment Plant Operations Certificate issued by the State Water Resources Control Board or a Water Distribution System Operator Grade III Certificate issued by the State Department of Health Services.

Date:	City Administrator:
Date:	Dept. Head:
Date:	Employee:



# REPORT TO THE CITY COUNCIL

Council Meeting of December 8, 2015

<b>Agenda Section:</b>	<u>New Business</u>
<b>SUBJECT:</b>	<b>City Council Reorganization – Election of Mayor and Mayor Pro Tem</b>
<b>Prepared By:</b>	<u>Joann McClendon, CMC, Interim City Clerk</u>
<b>Approved By:</b>	<u>Brian Haddix, City Administrator</u>

## **RECOMMENDATION**

Staff recommends that the election of the Mayor and Mayor Pro Tem be held.

## **HISTORY / BACKGROUND**

Now that the new term is approaching, it is time for the election of the Mayor and Mayor Pro Tem. While Chowchilla's municipal Code is silent on the election of the Mayor and Mayor Pro Tem the City's practice is that every year there is an election of Mayor and Mayor Pro Tem among the Council Members.

## **Duties of the Mayor include:**

1. The Mayor presides over the regular and special meetings of the Council.
  - a. Keeps the discussion focused on the issues.
  - b. Prevents overly dominant members from having a disproportionate influence.
  - c. Solicits opinions, feelings, and positions from reticent members.
  - d. Discourages finger pointing and blame-oriented statements or questions.
  - e. Protects colleagues and staff from verbal attacks.
  - f. Encourages the generation of alternative solutions.
  - g. Protects new thoughts from being rejected prior to consideration.
  - h. Delays evaluation and analysis of alternatives until all are on the table.
  - i. Moves the meeting along and does not let the elected body drift off the subject at hand.
  - j. Guides the process of screening alternatives and selecting a solution.
  - k. Attempts to build consensus among members during the meetings only.
2. The Mayor has the authority to call special Council meetings.
3. The Mayor has the authority to cancel regular Council meetings.
4. The Mayor is required to sign all ordinances, resolutions and City Council minutes.
5. The Mayor signs all letters from the Council
6. The Mayor approves and signs all proclamations.
7. The Mayor represents the City at Civic and Community functions such as:
  - a. Special Chamber Meetings
  - b. The Christmas Tree Lighting
  - c. The Veterans Memorial Program
  - d. The Annual Easter Egg Hunt
  - e. League of California City Central Division Meetings

The Mayor Pro Tem assumes the duties of the Mayor when the Mayor is not available.

Reorganization Procedure:

The City Clerk, the elections officer for the City, holds the election for the Mayor. This process includes the following:

The City Clerk declares that the nominations are open for the office of Mayor. The City Clerk accepts nomination(s) from the Council Members. You may nominate more than one person for a position and you may nominate yourself for a position. When there are no further nomination(s), the City Clerk will close the nominations and take a roll call vote. If there is more than one nomination, a vote will be taken in last name alphabetical order of the nominations. You may vote for more than one person for the position. The Mayor is elected by majority vote, three (3) votes; if a tie occurs there will be a runoff vote. If more than one person is nominated and during the roll call vote the first nomination receives the majority vote the election is complete. Following the vote(s), the City Clerk declares that Mayor elected.

Once the newly elected Mayor is seated, the Mayor holds the election of the Mayor Pro Tem in the same manner as outlined for Mayor.

**FINANCIAL ANALYSIS**

The City Council Members receive a stipend of \$300.00 per month.



## REPORT TO THE CITY COUNCIL

Council Meeting of December 8, 2015

<b>Agenda Section:</b>	<u>New Business</u>
<b>SUBJECT:</b>	<b>Consideration of Adoption of Resolution # -15 Accepting 2016 City Calendar</b>
<b>Prepared By:</b>	<u>Joann McClendon, CMC, Interim City Clerk</u>
<b>Approved By:</b>	<u>Brian Haddix, City Administrator</u>

### **RECOMMENDATION**

That the City Council review, amend, if needed, and approve the resolution accepting the 2016 City Calendar.

### **HISTORY / BACKGROUND**

The proposed 2016 City Calendar is similar to the 2015 calendar- adjusted for holidays, the start of the school year and summer break. Based upon the upcoming 2016 calendar, we would recommend the following Council meetings be cancelled:

June 28, 2016	Summer Break
July 12, 2016	Summer Break
August 23, 2016	Summer Break/New School Year
November 22, 2016	Thanksgiving week
December 27, 2016	Christmas week

### **ATTACHMENTS**

2016 Actual and Proposed Calendar  
Resolution

# ACTUAL Meeting Calendar 2016

JANUARY						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
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31						

FEBRUARY						
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MARCH						
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APRIL						
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JUNE						
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JULY						
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AUGUST						
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SEPTEMBER						
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NOVEMBER						
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DECEMBER						
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- CITY COUNCIL
- PLANNING
- AIRPORT
- PARKS & RECREATION

- RDA SUCCESSOR AGENCY
- HOLIDAY
- PAYDAY/CLOSURE DAY

# PROPOSED Meeting Calendar 2016

JANUARY						
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JULY						
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AUGUST						
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NOVEMBER						
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DECEMBER						
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- CITY COUNCIL
- PLANNING
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- HOLIDAY
- PAYDAY/CLOSURE DAY

**COUNCIL RESOLUTION # -15**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHOWCHILLA ESTABLISHING  
THE 2016 CITY COUNCIL MEETINGS**

**WHEREAS**, Section 2.04.010 of the Chowchilla Municipal Code authorizes the City Council to “set by resolution the time, day(s) and location of all regular city council meetings”; and

**WHEREAS**, the current regular City Council meeting schedule is for the meetings to occur on the second and fourth Tuesday of every month, starting at 6:00 PM for closed session, 7:00 PM for open session;

**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 Council hereby cancels the following dates: June 28, July 12, August 23, November 22, and December 27, 2016 City Council meetings.
3. The first scheduled City Council meeting for 2016 is Tuesday, January 12, 2016 at 6:00 PM for closed session, 7:00 PM for open session.
4. All other Regular City Council meeting dates and times remain unchanged
5. This resolution is effective immediately upon adoption.

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

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

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

ATTEST:

\_\_\_\_\_  
Joann McClendon, CMC  
Interim City Clerk