



AGENDA REGULAR MEETING

JOINT CHOWCHILLA CITY COUNCIL / ★ REDEVELOPMENT SUCCESSOR AGENCY

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

January 12, 2016

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

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

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

CALL TO ORDER

ROLL CALL:

Mayor/Chairman: Waseem Ahmed

Mayor Pro Tem/Vice Chair: Mary Gaumnitz

Council/Board Member: John Chavez, 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: 1
- 2. 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

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

- 1.1 Recognition – Chowchilla Redskins Football Team
- 1.2 Proclamation - Chamber of Commerce 50th Anniversary

WORKSHOPS

PUBLIC ADDRESS

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

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

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

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

COUNCIL AND STAFF REPORTS – Section 2

2.1 COUNCIL REPORTS Legislative Items Oral / Written Reports

2.2 STAFF REPORTS Written/Oral Reports

- a. Proposed Revision of Community Outreach Events (Piepenbrok)

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 December 8, 2015 City Council Meeting Minutes (McClendon)

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

3.3 Council Resolution # -16, Authorizing a Refund Reimbursing London Properties for Utility Services not Received for the Month of November 2015 (Pruett)**PUBLIC HEARINGS – Section 4****DEFERRED BUSINESS – Section 5****NEW BUSINESS – Section 6**

- 6.1 Council Resolution # -16, Approving the Grant Writing, Housing Programs Administration and Implementation Agreement for Services Between the City of Chowchilla and Self Help Enterprises and Granting Authority to City Administrator to Enter into Contract with Self Help Enterprises (Pruett)**
- 6.2 Council Resolution # -16, Authorizing an Amendment to Exhibit A of the Caltrans Agreement for Sharing Cost of Electrical Facilities with the City of Chowchilla (Locke)**
- 6.3 Council Resolution # -16, Approving Level III (3) Water Conservation Measures of the Drought Contingency Plan for the City of Chowchilla Water Department (Locke)**
- 6.4 Council Resolution # -16, 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 (Locke)**
- 6.5 Council Resolution # -16, Authorizing Submittal of Application for Payment Programs and Related Authorizations with the California Department of Resources Recycling and Recovery, CalRecycle (Locke)**
- 6.6 Council Resolution # -16, Approving a Request to Suspend Work on the Current Preferred Project Alternative for the Highway 99 / SR233 Roundabout Interchange (Locke)**
- 6.7 Council Resolution # -16, Approve and Authorize City Administrator to Execute Agreement for Purchase of Replacement Water Truck and Related Equipment for Fire Department (Turner)**
- 6.8 A) Council Resolution # -16, Approving a Purchase and Sale Agreement with Madera Industrial Development Partnership for 26.28 Acres of Vacant Real Property Located at Highway 99 and Chowchilla Boulevard (Locke)**
 - ★B) Successor Agency Resolution # -16, Approving a Purchase and Sale Agreement with Madera Industrial Development Partnership for 26.28 Acres of Vacant Real Property Located at Highway 99 and Chowchilla Boulevard (Locke)**
- 6.9 Council Resolution # -16, Approving the Loan Portfolio Management Services Agreement between the City of Chowchilla and Self Help Enterprises and Granting Authority to City Administrator to Enter into Contract with Self Help Enterprises (Pruett)**

*Placeholder for the Certificate of
Recognition to be presented to the
coaches and players of the 2015
Chowchilla Redskins Varsity
Football Team*

Proclamation

IN RECOGNITION OF

THE CHOWCHILLA DISTRICT CHAMBER OF COMMERCE 50TH YEAR ANNIVERSARY

WHEREAS, on December 29, 1965, Articles of Incorporation were filed with the California Secretary of State to officially form the Chowchilla District Chamber of Commerce; and

WHEREAS, for 50 years the Chowchilla District Chamber of Commerce has held as the core of its mission to promote the civic, commercial, industrial and agricultural welfare of the Chowchilla District and the City of Chowchilla; and

WHEREAS, for 50 years, the Chowchilla District Chamber of Commerce has served as a membership-based, volunteer-led, non-profit community and economic development organization providing resources and support for new and existing businesses, visitors and tourists, current and relocating residents to the area, and the general public; and

WHEREAS, for 50 years, the Chowchilla District Chamber of Commerce has offered its members an avenue for networking with other businesses, marketing their services and products, and for remaining informed on issues and trends impacting business; and

WHEREAS, for 50 years, the Chowchilla District Chamber of Commerce has worked with the City of Chowchilla to develop and market the city as a site for new and expanding industries, providing economic opportunities for business and citizens alike.

NOW THEREFORE, BE IT RESOLVED, the City of Chowchilla City Council hereby commends the role of the Chowchilla District Chamber of Commerce in the economic enhancement of our community and congratulates the Chamber on its 50th Year Anniversary.

Presented this 12th day of January, 2016

WASEEM AHMED, MAYOR

City of Chowchilla, County of Madera, State of California



REPORT TO THE CITY COUNCIL

Council Meeting of January 12, 2016

Agenda Section:	<u>Staff Report</u>
SUBJECT:	Proposed Revision of Community Outreach Events
Prepared By:	<u>D. Martin Piepenbrok, Community Relations Manager</u>
Approved By:	<u>Brian Haddix, City Administrator</u>

RECOMMENDATION:

To concur with the staff proposal to facilitate a redesign of the current community outreach “Coffee with...” programs into an improved series of monthly programs that will seek stronger participation from the community residents and stakeholders.

HISTORY / BACKGROUND:

Prior to becoming the Chief of Police, Dave Riviere began a community outreach program titled “Coffee with a COP” that sought to bring police officers and community members together, over coffee, to discuss issues and learn more about each other. Soon after becoming City Administrator, Brian Haddix emulated Chief Riviere’s program in the “Coffee with the City Administrator” activities to engage the community on a broader perspective of overall government operations. Both programs intended to take government out to the people, to meet in casual and less formalized venues, to talk about general topics as well as specific one-on-one issues, to discover mutual goals for the community, and to improve relationships with our residents and stakeholders. All of the “Coffee with...” activities were held in the mornings on different days of the month – alternating Tuesdays for the Chief, alternating Thursdays for the City Administrator.

Initially the programs were well received though it was anticipated that there would be more attendance and topics from the community. During the latter months of 2015 both programs saw diminishing attendance and the intentions of the programs were not meeting the desired expectations. As a result, staff began to review the programs and evaluate some options to make them more viable as community outreach activities. The intent of the programs are definitely worthwhile – to put a “face” on City Hall, to immerse staff more fully into the community and to establish broader resident and stakeholder relationships.

Staff would like to propose to refine the programs while also broadening the opportunity to attract residents who might not be available to attend sessions as they are presently scheduled. The program would remain an “open topic” discussion where attendees can bring up any topic they choose, still talk one-on-one with a City representative, or staff can initiate topic driven conversation.

Initially, since both “Coffee with...” programs seemed to attract the same few attendees, and often the conversation topics were similar, the logical option is to simply combine the two programs into a single program involving representation from all, when possible, City departments including City Hall, Public Works, Police and Fire, and even perhaps a member or two from City Council.

Secondly, based on residents comments it is proposed to hold some programs after the close of business so those who are working can have an opportunity to attend. Many who work cannot make morning sessions.

Thirdly, the program would be held once a month, still on a consistently regular day, possibly the third Thursday or third Tuesday at this time. Two of the months would be morning programs from 8:00-9:00am, while one of the months would be an early evening session from 5:30-6:30pm. The program would be scheduled for a complete 12-month series. Staff would reserve the option to further adjust the schedules should circumstances arise to further improve the program.

Lastly, staff would propose that session locations continue to rotate among venues each month. It is believed that an effort be made to get closer to other Chowchilla neighborhoods and places where locals tend to gather. In the past, Starbucks, McDonalds and Perko's Café have served as the sites. Each has pluses and minuses, the latter where some are physically and environmentally restrictive to accommodating more than a few attendees, and challenges with ambient noise where attendees can hear and converse more easily. To that end, staff is researching additional venues, including but not limited to, the Final Round restaurant at the golf course, Corsaro's Pizza, the future Mario's Mexican Restaurant, the Pioneer Market and possibly others. Staff has not yet discussed the program idea with these venues but believe they would be receptive to the idea.

It is anticipated that this alternative to the "Coffee with..." programs will provide residents and stakeholders with good opportunities to communicate with their City representatives. It will also allow an improved allocation and commitment of staff time. Further, by reaching out more into the community, into other surrounding neighborhoods, that with time more people will take an earnest interest in their local government and become even more participatory in other future community engagement programs that will be developed.

FINANCIAL IMPACT

None

ATTACHMENTS

None



**MINUTES
REGULAR MEETING**

Item 3.1

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

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

December 8, 2015

CALL TO ORDER: 6:00 pm

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: City Administrator Brian Haddix, City Attorney David Ritchie, Police Chief Dave Riviere, Fire Chief Harry Turner, Engineer/Public Works Director Craig Locke, Finance Director Rod Pruet, Public Relations Manager Marty Piepenbrok, Interim City Clerk Joann McClendon

PUBLIC ADDRESS – CLOSED SESSION

No one spoke

CLOSED SESSION – 6:00 PM

- 1. **Conference with Legal Counsel - Anticipated Litigation**
Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Section 54956.9
 Number of potential cases: 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

OPEN SESSION – 7:00 PM

PLEDGE OF ALLEGIANCE:

INVOCATION: Mr. Alfred Hansen

CLOSED SESSION REPORT: no reportable action.

CEREMONIAL / PRESENTATIONS – Section 1

2.1 Recognition – Ray Barragan

John Kirwin, American Legion Post 148, presented Certificates of Appreciation to Council, City Administrator, Engineer/Public Works Director, and Public Relations Manager.

2.2 Proclamation – Community Action Week

WORKSHOPS

*This item was taken out of order and placed after the Council and Staff Reports Section 2.

Johnson Controls Inc's (JCI) Water and Energy Savings Proposal for the City of Chowchilla-

JCI presented their proposal to the Council.

PUBLIC ADDRESS

Deborah Haworth, Boy Scout Troop # 148 Scout Master, lost their charter organization and requested to forward this information to potential sponsors.

Emile Stagnaro, President of the Seniors Club, thanked Charles Reale for going above and beyond to help the Seniors Club with a project.

COUNCIL AND STAFF REPORTS – Section 2

2.1 COUNCIL REPORTS

Legislative Items
Oral / Written Reports

Council Member Walker attended a Prison Advisory Committee meeting, noting that the number of women parolees is climbing. He also attended Christmas Tree Lighting Ceremony along with Mayor Pro Tem Ahmed and Mayor Chavez.

Council Member Gaumnitz attended the Veteran's Day Ceremony, where she witnessed a flag retiring ceremony by the local Boy Scouts Troop.

Mayor Pro Tem Ahmed attended Veteran's Day Ceremony.

Council Member Haworth thanked for all who supported him during his down time.

Mayor Chavez Chavez Veteran's Day ceremony and reported on the Team Eli fundraiser. He thanked the community, staff, fellow council members for their diligent work.

2.3 STAFF REPORTS

Written/Oral Reports

City Administrator Haddix attended Veterans Day ceremony; Christmas tree lighting ceremony; Chamber Board meeting; Ribbon Cutting for Sitting Pretty; meeting with Snyder Corp.; Lions Lioness Dinner; Police Department BBQ; Chowchilla Police Officers Association meeting; several economic development meetings; will be attending a meeting with SPAN Construction. He is working with Caltrans on allowing the Christmas Tree to be placed once again on Robertson Blvd. He also presented a PowerPoint to the California High Speed Rail Authority at their Board meeting in Sacramento.

Finance Director Pruett reported on the League of California Cities Finance Department Annual Conference.

Engineer/Public Works Director Locke attended the Association of California Waters Agency convention.

CONSENT CALENDAR – Section 3

- 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 # 92-15, Authorizing Retraction of an Erroneous Invoice Billed to 10325 Keystone (Turner)**

Motion by Council Member Haworth, seconded by Mayor Pro Tem Ahmed, to approve the Consent Calendar as presented with Council Member Haworth abstaining from Item 3.1 due to his absence. Motion passed unanimously by roll call vote.

PUBLIC HEARINGS – Section 4

- 4.1 Council Resolution # 93-15, Accepting the Annual Report on Development Impact Fees and Making Certain Findings Related Thereto (AB1600) (Pruett)**

Mayor opened the Public Hearing at 8:37pm; no one came forward for or against the item. Mayor closed the Public Hearing at 8:37pm.

Motion by Council Member Walker, seconded by Council Member Gaumnitz to approve Council Resolution #93-15, Accepting the Annual Report on Development Impact Fees and Making Certain Findings Related Thereto (AB1600). Motion passed unanimously by roll call vote.

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

- 6.1 Council Resolution # 94-15, 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)**

Spoke:
Bryan Greenmyer
Ben Hansen
John White
Larry Pistorosi, Jr.

Motion by Council Member Haworth, seconded by Council Member Gaumnitz, to Approve Council Resolution #94-15, 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. Motion passed unanimously by roll call vote.

- 6.2 Council Resolution # 95-15, 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)

Spoke:
Ben Hansen

Motion by Council Member Walker, seconded by Mayor Pro Tem Ahmed, to Approve Council Resolution #95-15, 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 Connection Therewith. Motion passed unanimously by roll call vote.

6.3 Council Resolution # 96-15, Authorizing the City Administrator to Execute a Professional Service Agreement with Townsend Public Affairs for Grant Research and Writing (Haddix)

Spoke:
Christopher Townsend

Motion by Council Member Haworth, seconded by Council Member Gaumnitz, to Approve Council Resolution #96-15, Authorizing the City Administrator to Execute a Professional Service Agreement with Townsend Public Affairs for Grant Research and Writing. Motion passed unanimously by roll call vote. Motion passed unanimously by roll call vote.

6.4 Council Resolution # 97-15, 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)

Motion by Council Member Haworth, seconded by Council Member Walker, to Approve Council Resolution #97-15, 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. Motion passed unanimously by roll call vote.

6.5 Council Resolution # 98-15, Authorizing the City Administrator to Purchase a Replacement Tractor for Bio Solids Processing at the Waste Water Treatment Plant (Locke)

Motion by Council Member Walker, seconded by Council Member Haworth, to Approve Council Resolution #98-15, Authorizing the City Administrator to Purchase a Replacement Tractor for Bio Solids Processing at the Waste Water Treatment Plant. Motion passed unanimously by roll call vote.

6.6 Council Resolution # 99-15, 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)

Motion by Council Member Walker, seconded by Council Member Haworth, to Approve Council Resolution #99-15, Authorizing the City Administrator to Remove Projects **MAD302048, MAD302052, MAD302053**, From the Madera County Transportation Commission Congestion Mitigation and Air Quality Improvement Project List, as Amended. Motion passed unanimously by roll call vote.

6.7 Council Resolution # 100-15, Authorizing Revisions to the Utility Systems Supervisor Position (Locke)

Motion by Council Member Haworth, seconded by Council Member Walker, to Approve Council Resolution #100-15, Authorizing Revisions to the Utility Systems Supervisor Position. Motion passed unanimously by roll call vote.

6.8 City Council Reorganization – Election of the Mayor and Mayor Pro Tem (McClendon)

Interim City Clerk McClendon opened the nomination period.

Council Member Haworth nominated Mayor Pro Tem Ahmed for Mayor.

Council Member Walker nominated Mayor Pro Tem Ahmed for Mayor.

Interim City Clerk closed the nomination period and the roll call vote was unanimous: Haworth, Walker, Gaumnitz, Chavez voted yes to elect Waseem Ahmed as Mayor.

Mayor Ahmed opened the nomination period for Mayor Pro Tem.

Mayor Ahmed nominated Council Member Gaumnitz for Mayor Pro Tem.

Council Member Chavez nominated Council Member Gaumnitz for Mayor Pro Tem.

Mayor Ahmed closed the nomination period and the roll call vote was unanimous: Ahmed, Chavez, Haworth, Walker voted yes to elect Mary Gaumnitz as Mayor Pro Tem.

6.9 Consideration of Council Resolution # 101-15, Setting the Council Meeting Dates Calendar for 2016 (McClendon)

Motion by Council Member Haworth, seconded by Mayor Pro Tem Gaumnitz, to Approve Council Resolution #101-15, Setting the Council Meeting Dates Calendar for 2016 as presented. Motion passed unanimously by roll call vote.

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 19	Coat and Toy Drive at Starbucks
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

Motion by Council Member Walker, seconded by Council Member Haworth to adjourn the December 8, 2015 Joint City Council / Redevelopment Successor Agency meeting at 10:38 p.m. Motion passed unanimously by voice vote.

ATTEST:

APPROVED:

Joann McClendon, CMC
Interim City Clerk

Mayor Waseem Ahmed



REPORT TO THE CITY COUNCIL

Council Meeting of January 12, 2016

Agenda Section: Consent

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

Authorized By: Rod Pruett, Finance Director

Approved By: Brian Haddix, City Administrator

RECOMMENDATION

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

HISTORY / BACKGROUND

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

FINANCIAL ANALYSIS

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

ATTACHMENTS

Invoice listing & warrants

Report Criteria:
 Report type: Invoice detail

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice GL Account	Check Amount
12/15	12/07/2015	51396	196	AFLAC	Employee Contribution	702-0100-0000-023	352.15
Total 51396:							352.15
12/15	12/07/2015	51397	12181	American Fidelity	Insurance Premiums for November 2015	702-0100-0000-023	3,785.12
12/15	12/07/2015	51397	12181	American Fidelity	Insurance Premiums for December 2015	702-0100-0000-023	3,460.14
Total 51397:							7,245.26
12/15	12/07/2015	51398	12784	Barnard Pipeline	Deposit Refund for Hydrant#64904100	205-0200-0000-043	597.40
Total 51398:							597.40
12/15	12/07/2015	51399	12733	Brian Haddix	Mileage from Home to VMP back to Home	100-1710-0000-307	46.00
12/15	12/07/2015	51399	12733	Brian Haddix	Mileage from Home to Fresno Meeting to Chowchilla	100-1710-0000-307	18.56
12/15	12/07/2015	51399	12733	Brian Haddix	From Chowchilla to MCTC for Meeting	100-1710-0000-307	28.58
12/15	12/07/2015	51399	12733	Brian Haddix	Mileage from Chowchilla to Fresno for meeting	100-1710-0000-307	46.58
Total 51399:							139.72
12/15	12/07/2015	51400	11944	Madera County Records Office	Release of Lien #2015003537	100-1600-0000-849	12.00
Total 51400:							12.00
12/15	12/07/2015	51401	12807	MidAmerica Administrative &	Quarterly Fee July-September 2015	702-0100-0000-023	805.00
12/15	12/07/2015	51401	12807	MidAmerica Administrative &	Enrollment of Johnson into HRA	100-2610-0000-204	1,500.00
Total 51401:							2,305.00
12/15	12/07/2015	51402	7176	Myers Stevens & Toohey & Co In	PD Disability Insurance for December 2015	100-2805-0000-341	494.50
Total 51402:							494.50
12/15	12/07/2015	51403	11956	Occupational Health Centers of	Pre-Employment Physical-Davis	100-2610-0000-306	177.00

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice GL Account	Check Amount
Total 51403:							177.00
12/15	12/07/2015	51404	8031	Principal Financial Group	Dental Insurance for December 2015	702-0100-0000-023	7,381.20
Total 51404:							7,381.20
12/15	12/07/2015	51405	10571	US BANK (I.M.P.A.C. CAL-CARD)	Blower oil for the WWTP	215-5705-0000-317	368.12
12/15	12/07/2015	51405	10571	US BANK (I.M.P.A.C. CAL-CARD)	Animal Food & K9 Membership	100-2618-1202-324	153.43
12/15	12/07/2015	51405	10571	US BANK (I.M.P.A.C. CAL-CARD)	Postage for Plans	100-4605-0000-300	52.96
12/15	12/07/2015	51405	10571	US BANK (I.M.P.A.C. CAL-CARD)	Dollar Tree Sign - Marketing	100-4905-0000-327	189.00
12/15	12/07/2015	51405	10571	US BANK (I.M.P.A.C. CAL-CARD)	Refund on chain shipping	215-5705-0000-317	927.77
12/15	12/07/2015	51405	10571	US BANK (I.M.P.A.C. CAL-CARD)	Cal Card Expenses for IT	602-1715-0000-302	1,667.01
Total 51405:							3,358.29
12/15	12/07/2015	51406	6	3T Equipment Company	Repairs to Unit #121/ Sewer Truck	215-5705-0000-301	969.74
Total 51406:							969.74
12/15	12/07/2015	51407	421	AmeriPride	Supplies for the Garage	601-3615-0000-315	50.14
12/15	12/07/2015	51407	421	AmeriPride	Supplies for Public Works	305-3620-0000-315	119.62
12/15	12/07/2015	51407	421	AmeriPride	Supplies for the WWTP	215-5705-0000-315	15.89
12/15	12/07/2015	51407	421	AmeriPride	Supplies for the Senior Center	100-6615-0000-315	34.04
12/15	12/07/2015	51407	421	AmeriPride	Supplies for the Garage	601-3615-0000-315	40.64
12/15	12/07/2015	51407	421	AmeriPride	Supplies for Public Works	305-3620-0000-315	141.12
Total 51407:							401.45
12/15	12/07/2015	51408	546	Aquino Towing Service	Repairs to Unit #164	305-3620-0000-320	146.10
Total 51408:							146.10
12/15	12/07/2015	51409	1281	BSK Associates	Open PO for Weekly Water test for the Water Dept	205-7605-0000-350	256.00
12/15	12/07/2015	51409	1281	BSK Associates	Open PO for Weekly Water test for the WWTP	215-5705-0000-350	65.00
12/15	12/07/2015	51409	1281	BSK Associates	Open PO for Weekly Water test for the Water Dept	205-7605-0000-350	256.00
12/15	12/07/2015	51409	1281	BSK Associates	Open PO for Weekly Water test for the WWTP	215-5705-0000-350	65.00
12/15	12/07/2015	51409	1281	BSK Associates	Open PO for Weekly Water test for the Water Dept	205-7605-0000-350	168.00

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice GL Account	Check Amount
Total 51409:							810.00
12/15	12/07/2015	51410	12808	Calley, Dustin	deposit refund for 455 N Thirteenth	205-0200-0000-043	36.44
Total 51410:							36.44
12/15	12/07/2015	51411	12812	Chavez Jr, Manuel	credit refund for 550 S Fifth	205-7605-0000-876	9.92
Total 51411:							9.92
12/15	12/07/2015	51412	2131	Chowchilla Dolt Best	Supplies for the Parks Dept	100-6620-0000-315	7.48
12/15	12/07/2015	51412	2131	Chowchilla Dolt Best	Supplies for the Parks Dept	100-6620-0000-317	51.02
12/15	12/07/2015	51412	2131	Chowchilla Dolt Best	Supplies for the parks Dept	100-6620-0000-317	19.41
12/15	12/07/2015	51412	2131	Chowchilla Dolt Best	graffiti Abatement supplies	305-3620-0000-329	18.07
12/15	12/07/2015	51412	2131	Chowchilla Dolt Best	Graffiti Abatement Supplies	305-3620-0000-329	18.65
12/15	12/07/2015	51412	2131	Chowchilla Dolt Best	Graffiti Abatement supplies	305-3620-0000-329	5.38
Total 51412:							120.01
12/15	12/07/2015	51413	12811	De Gough, Dale	credit refund for 520 Ventura	205-7605-0000-876	16.69
Total 51413:							16.69
12/15	12/07/2015	51414	3586	Ernest Packing Solutions-Fresn	Janitorial Supplies for the Garage	601-3615-0000-315	408.98
Total 51414:							408.98
12/15	12/07/2015	51415	3711	Farmers Hardware	Supplies for the Water Dept	205-7605-0000-317	15.99
12/15	12/07/2015	51415	3711	Farmers Hardware	Supplies for the Water Dept	205-7605-0000-317	4.05
Total 51415:							20.04
12/15	12/07/2015	51416	3726	FEDEX	HSR letters to board	956-9950-0000-300	113.23
Total 51416:							113.23
12/15	12/07/2015	51417	4561	Grainger	Pump for the Water Dept	205-7605-0000-317	104.69

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice GL Account	Check Amount
Total 51417:							104.69
12/15	12/07/2015	51418	4616	Grover Landscape Services Inc.	Pheasant Run annual trimming	310-3625-0000-316	450.00
Total 51418:							450.00
12/15	12/07/2015	51419	12225	Home Depot Credit Services	Parks Lights	100-6620-0000-315	414.70
Total 51419:							414.70
12/15	12/07/2015	51420	5061	Horizon	Supplies for the Parks Dept	100-6620-0000-301	93.84
Total 51420:							93.84
12/15	12/07/2015	51421	11469	Intellipay, Inc.	Credit Card Transactions Fees for November 2015	205-1720-0000-302	54.70
Total 51421:							54.70
12/15	12/07/2015	51422	6191	Mace Pest Control	Monthly service / Ed Ray Park	100-6620-0000-315	80.00
Total 51422:							80.00
12/15	12/07/2015	51423	11445	MuniServices LLC	Sales Tax Reporting System	100-1600-0000-801	833.89
Total 51423:							833.89
12/15	12/07/2015	51424	12214	NR Cleaning Services	Open PO for 2015/16 budget year/ Janitorial Services	100-6620-0000-315	910.00
Total 51424:							910.00
12/15	12/07/2015	51425	7516	Office Depot	office supplies for Community Development	100-4805-0000-300	58.98
12/15	12/07/2015	51425	7516	Office Depot	Printer cartridges for the WWTP	215-5705-0000-300	112.31
12/15	12/07/2015	51425	7516	Office Depot	office supplies for Fire Dept	100-2705-0000-300	121.68
Total 51425:							292.97
12/15	12/07/2015	51426	12749	Pierini, Delores	Deposit Refund for 100 Mariposa Ave	205-0200-0000-043	.66

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice GL Account	Check Amount
Total 51426:							.66
12/15	12/07/2015	51427	7966	Platt Electrical Supply	Lights for the Parks Dept	100-6620-0000-315	42.16
12/15	12/07/2015	51427	7966	Platt Electrical Supply	Lights for Ed Ray Park	100-6620-0000-315	68.32
12/15	12/07/2015	51427	7966	Platt Electrical Supply	Lights for VMP	100-6620-0000-315	168.81
12/15	12/07/2015	51427	7966	Platt Electrical Supply	Lights for VMP	100-6620-0000-315	234.54
12/15	12/07/2015	51427	7966	Platt Electrical Supply	Lights for VMP	100-6620-0000-315	68.37
Total 51427:							582.20
12/15	12/07/2015	51428	11482	Price Paige & Company	2014/2015 Audit	956-9950-0000-302	27,010.00
Total 51428:							27,010.00
12/15	12/07/2015	51429	8906	San Joaquin Valley Air	Modificaion to well #11 Generator permit fee	205-7605-0000-317	879.00
Total 51429:							879.00
12/15	12/07/2015	51430	1136	Silva Ford Madera	Parts for Unit #164	305-3620-0000-320	629.86
Total 51430:							629.86
12/15	12/07/2015	51431	12489	Singh, Surendra	credit refund for 12445 Palisades	205-7605-0000-876	34.50
Total 51431:							34.50
12/15	12/07/2015	51432	9376	Sparkletts	Supplies for the WWTP	215-5705-0000-315	29.23
Total 51432:							29.23
12/15	12/07/2015	51433	9756	State Water Resources Control	Operator Cerificate Renewal/ M. Breashears	205-7605-0000-305	80.00
Total 51433:							80.00
12/15	12/07/2015	51434	10116	Tesei Petroleum Inc.	Fuel for the Corp Yard	205-7605-0000-320	127.06
12/15	12/07/2015	51434	10116	Tesei Petroleum Inc.	Fuel for City for 11/11/15-11/20/15	325-3705-0000-320	1,883.99
12/15	12/07/2015	51434	10116	Tesei Petroleum Inc.	Fuel for City for 11/21/15-11/30/15	325-3705-0000-320	1,303.84

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice GL Account	Check Amount
Total 51434:							3,314.89
12/15	12/07/2015	51435	10581	USA Bluebook	Supplies for the Water Dept	205-7605-0000-317	226.10
Total 51435:							226.10
12/15	12/07/2015	51436	12809	Verano, Lito	deposit refund for 8185 Lakeshore	205-0200-0000-043	43.43
Total 51436:							43.43
12/15	12/07/2015	51437	10756	Verizon Wireless	Cellular Phones 10/10/15-11/9/15	100-2705-0000-310	108.21
12/15	12/07/2015	51437	10756	Verizon Wireless	Cellular Phones for 10/10-11/9/2015	330-3805-0000-310	270.95
Total 51437:							379.16
12/15	12/07/2015	51438	3731	Fennessey, Louise	refund overpayment of pool permit- 529 Howell	205-7605-0000-876	18.60
Total 51438:							18.60
12/15	12/07/2015	51439	12814	Provost & Pritchard	LLA for Buttonwillow	701-0200-0000-042	950.00
Total 51439:							950.00
12/15	12/07/2015	51440	12810	Wedel, Jannette	deposit refund for 533 Howell	205-0200-0000-043	91.09
Total 51440:							91.09
12/15	12/08/2015	51441	3576	Eric Haupt Construction	Bonnie Alisea - 1209 Colusa Payment #9	701-0200-0000-042	12,265.00
Total 51441:							12,265.00
12/15	12/08/2015	51442	1776	Cascade Fire Equipment Co	Tax and Shipping	100-2705-0000-302	1,014.19
Total 51442:							1,014.19
12/15	12/08/2015	51443	12074	Comcast	Internet Service Oct 2015 - Jun 2016	602-1715-0000-310	243.64

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice GL Account	Check Amount
Total 51443:							243.64
12/15	12/09/2015	51444	2136	Chowchilla Employees Assn.	Employee Contribution	702-0200-0000-040	45.00
Total 51444:							45.00
12/15	12/09/2015	51445	12408	Chowchilla Mid-Management	Employee Contributions	702-0200-0000-040	270.00
Total 51445:							270.00
12/15	12/09/2015	51446	2166	Chowchilla Office	Employee Contributions	702-0200-0000-040	150.00
Total 51446:							150.00
12/15	12/09/2015	51447	2171	Chowchilla Peace Officers	Employee Contribution	702-0200-0000-040	903.00
Total 51447:							903.00
12/15	12/09/2015	51448	3836	Fitness Peak	Employee Contribution	702-0200-0000-040	140.00
Total 51448:							140.00
12/15	12/09/2015	51449	12044	U.S. Bank (PARS)	Employee Contributions	702-0200-0000-040	140.10
Total 51449:							140.10
12/15	12/18/2015	51450	421	AmeriPride	Mats for Police Dept.	100-2610-0000-315	33.37
12/15	12/18/2015	51450	421	AmeriPride	Supplies for the garage	601-3615-0000-315	40.64
12/15	12/18/2015	51450	421	AmeriPride	Supplies for Public Works	305-3620-0000-315	92.12
12/15	12/18/2015	51450	421	AmeriPride	Supplies for Animal Shelter	100-2805-0000-315	66.25
12/15	12/18/2015	51450	421	AmeriPride	mats for Civic Center	100-1705-0000-315	53.37
12/15	12/18/2015	51450	421	AmeriPride	Mats for PD	100-2610-0000-315	33.37
12/15	12/18/2015	51450	421	AmeriPride	Supplies for the garage	601-3615-0000-315	50.14
12/15	12/18/2015	51450	421	AmeriPride	Supplies for Public Works	305-3620-0000-315	209.62
12/15	12/18/2015	51450	421	AmeriPride	Supplies for the WWTP	215-5705-0000-315	15.89
12/15	12/18/2015	51450	421	AmeriPride	Monthly supplies / Senior Center	100-6615-0000-315	34.04
12/15	12/18/2015	51450	421	AmeriPride	Supplies for the Garage	601-3615-0000-315	40.64
12/15	12/18/2015	51450	421	AmeriPride	Supplies for Public Works	305-3620-0000-315	97.12

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice GL Account	Check Amount
12/15	12/18/2015	51450	421	AmeriPride	Uniform Jacket/ Ephraim Bushong	215-5705-0000-301	46.78
12/15	12/18/2015	51450	421	AmeriPride	Unform jacket/ Ephriam Bushong	215-5705-0000-301	5.41
Total 51450:							818.76
12/15	12/18/2015	51451	511	Animal Medical Center	Stray Animal Vet Care	100-2805-0000-324	178.07
Total 51451:							178.07
12/15	12/18/2015	51452	646	AT & T	Telephone Service FY 15/16 - Open PO	602-1715-0000-310	3,653.76
Total 51452:							3,653.76
12/15	12/18/2015	51453	12493	Baker Supplies and Repairs	Chainsaw for the Streets dept	305-3620-0000-301	249.59
Total 51453:							249.59
12/15	12/18/2015	51454	1281	BSK Associates	Open PO for Weekly Water test for the WWTP	215-5705-0000-350	65.00
12/15	12/18/2015	51454	1281	BSK Associates	Open PO for Weekly Water test for the Water Dept	205-7605-0000-350	344.00
12/15	12/18/2015	51454	1281	BSK Associates	Open PO for Weekly Water test for the WWTP	215-5705-0000-350	130.00
Total 51454:							539.00
12/15	12/18/2015	51455	1511	California Consulting LLC	Grant Writing Services 12/1/15-12/31/15	215-5705-0000-336	2,500.00
Total 51455:							2,500.00
12/15	12/18/2015	51456	12787	California Forensic Institute Inc.	Pre-Employment Physical	100-2610-0000-306	400.00
Total 51456:							400.00
12/15	12/18/2015	51457	1776	Cascade Fire Equipment Co	Tax and Shipping	100-2705-0000-302	110.15
Total 51457:							110.15
12/15	12/18/2015	51458	1856	CDW Government, Inc.	mounting and port for MDT upfitting for new patrol vehicle	100-2610-0000-504	723.60
Total 51458:							723.60

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice GL Account	Check Amount
12/15	12/18/2015	51459	1921	Central SJV RMA	Workers Compensation 3rd Quarter	100-1730-0000-341	10,546.00
Total 51459:							10,546.00
12/15	12/18/2015	51460	12052	Central Valley Veterinary Clinic	Euthanasia of Stray Cat	100-2805-0000-324	25.00
Total 51460:							25.00
12/15	12/18/2015	51461	2131	Chowchilla Dolt Best	Supplies for the Parks Dept	100-6620-0000-317	1.45
12/15	12/18/2015	51461	2131	Chowchilla Dolt Best	Supplies for the parks dept	100-6620-0000-315	5.37
12/15	12/18/2015	51461	2131	Chowchilla Dolt Best	Supplies for the Streets Dept	305-3620-0000-317	.99
12/15	12/18/2015	51461	2131	Chowchilla Dolt Best	Supplies for the parks dept	100-6620-0000-320	38.85
12/15	12/18/2015	51461	2131	Chowchilla Dolt Best	Supplies for the parks dept	100-6620-0000-315	23.51
12/15	12/18/2015	51461	2131	Chowchilla Dolt Best	Supplies for the Senior Center	100-6615-0000-315	6.79
12/15	12/18/2015	51461	2131	Chowchilla Dolt Best	Supplies for PD	100-2610-0000-315	5.92
12/15	12/18/2015	51461	2131	Chowchilla Dolt Best	Supplies for the Parks Dept	100-6620-0000-317	14.67
12/15	12/18/2015	51461	2131	Chowchilla Dolt Best	Supplies for the Streets Dept	305-3620-0000-317	12.41
Total 51461:							109.96
12/15	12/18/2015	51462	2211	Chowchilla Water District	APN 002-250-053 Water Tax	956-9950-0000-346	1,628.64
12/15	12/18/2015	51462	2211	Chowchilla Water District	APN 002-250-067 Water Tax	956-9950-0000-346	114.90
Total 51462:							1,743.54
12/15	12/18/2015	51463	12074	Comcast	Cable for Police Dept.	100-2610-0000-315	1.45
12/15	12/18/2015	51463	12074	Comcast	Cable for Police Dept	100-2610-0000-315	6.45
Total 51463:							7.90
12/15	12/18/2015	51464	12643	David Leonard Associates	Rancho Calera Plans (Reimbursed)	701-0200-0000-042	187.50
Total 51464:							187.50
12/15	12/18/2015	51465	3031	Department of Justice/Acc	Fingerprint for November	100-2610-0000-891	32.00
Total 51465:							32.00
12/15	12/18/2015	51466	3036	Department of Justice/Acc B/A	Blood Alcohol Analysis for October	100-2610-0000-350	70.00

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice GL Account	Check Amount
Total 51466:							70.00
12/15	12/18/2015	51467	3576	Eric Haupt Construction	Bonnie Alisea - 1209 Colusa Payment Final	701-0200-0000-042	2,463.80
Total 51467:							2,463.80
12/15	12/18/2015	51468	11594	ESRI	ArcGIS for Desktop Basic Single Use Primary Maintenance 1/1/16 -	602-1715-0000-302	832.00
Total 51468:							832.00
12/15	12/18/2015	51469	3711	Farmers Hardware	Supplies for the Streets Dept	305-3620-0000-317	13.49
12/15	12/18/2015	51469	3711	Farmers Hardware	Supplies for the WWTP	215-5705-0000-317	9.04
12/15	12/18/2015	51469	3711	Farmers Hardware	light timers for the parks dept	100-6620-0000-315	59.89
12/15	12/18/2015	51469	3711	Farmers Hardware	Supplies for the water Dept	205-7605-0000-302	27.17
12/15	12/18/2015	51469	3711	Farmers Hardware	Supplies for the Water Dept	205-7605-0000-317	5.53
Total 51469:							115.12
12/15	12/18/2015	51470	12212	Fastenal Company	Tools for the WWTP	215-5705-0000-320	448.08
Total 51470:							448.08
12/15	12/18/2015	51471	3916	Forensic Nurse Specialist, Inc	Case #15-2099 Exam	100-2610-0000-350	925.00
Total 51471:							925.00
12/15	12/18/2015	51472	3966	Franklin Pet Cemetery	Animal Disposal for October	100-2805-0000-324	88.50
12/15	12/18/2015	51472	3966	Franklin Pet Cemetery	Animal Disposal for September 2015	100-2805-0000-324	69.50
Total 51472:							158.00
12/15	12/18/2015	51473	4616	Grover Landscape Services Inc.	Open PO for 2015/16 budget year/ Landscape Services	100-6620-0000-336	2,535.00
Total 51473:							2,535.00
12/15	12/18/2015	51474	5431	Jim's A/C	Repairs to heater at the corp yard	205-7605-0000-315	90.00
12/15	12/18/2015	51474	5431	Jim's A/C	Repair heater at Police Dept	100-2610-0000-315	649.40

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice GL Account	Check Amount
Total 51474:							739.40
12/15	12/18/2015	51475	6191	Mace Pest Control	Monthly Service/ Senior center	100-6615-0000-315	80.00
Total 51475:							80.00
12/15	12/18/2015	51476	6246	Madera Co Auditor/Controller	quarterly gas tax payment	101-3606-0000-851	11,178.81
Total 51476:							11,178.81
12/15	12/18/2015	51477	6551	Marty Buttram Electric	Labor to repair street light wiring	305-3620-0000-317	130.00
Total 51477:							130.00
12/15	12/18/2015	51478	12166	Merced Transportation	monthly service- November 2015	325-3705-0000-336	16,156.57
Total 51478:							16,156.57
12/15	12/18/2015	51479	12282	Mid Valley Disposal Inc.	Disposal Services forCity garbage/yard waste	210-5605-0000-350	725.71
Total 51479:							725.71
12/15	12/18/2015	51480	6966	Mobile Communications Inc.	Monthly Repeater Rental	325-3705-0000-301	84.00
Total 51480:							84.00
12/15	12/18/2015	51481	12214	NR Cleaning Services	Janitorial for Police Department	100-2610-0000-315	1,600.00
Total 51481:							1,600.00
12/15	12/18/2015	51482	7516	Office Depot	Toner for Administration	100-1710-0000-300	64.79
12/15	12/18/2015	51482	7516	Office Depot	Supplies for PD	100-2610-0000-300	312.55
12/15	12/18/2015	51482	7516	Office Depot	Office Supplies for Administration	100-1710-0000-300	114.70
12/15	12/18/2015	51482	7516	Office Depot	office supplies for Community Development	100-4805-0000-300	14.33
12/15	12/18/2015	51482	7516	Office Depot	City Clerk Brochures for Recruitment	100-1610-0000-300	48.49
Total 51482:							554.86

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice GL Account	Check Amount
12/15	12/18/2015	51483	12330	Pacific Plan Review Inc	Bella Lago MP#1 (15-0312)	100-4805-0000-337	1,276.97
12/15	12/18/2015	51483	12330	Pacific Plan Review Inc	Bella Lago MP#2 (15-0313)	100-4805-0000-337	1,380.54
12/15	12/18/2015	51483	12330	Pacific Plan Review Inc	Bella Lago (15-0314) MP#3	100-4805-0000-337	1,573.44
12/15	12/18/2015	51483	12330	Pacific Plan Review Inc	Additional labor Bella Lago (15-0315)	100-4805-0000-337	1,866.02
12/15	12/18/2015	51483	12330	Pacific Plan Review Inc	plan check for 5005 Congressional (15-0337)	100-4805-0000-337	906.62
Total 51483:							7,003.59
12/15	12/18/2015	51484	7966	Platt Electrical Supply	Supplies for PD	100-2610-0000-315	91.85
12/15	12/18/2015	51484	7966	Platt Electrical Supply	Supplies for PD	100-2805-0000-315	39.93
12/15	12/18/2015	51484	7966	Platt Electrical Supply	Supplies for VMP	100-6620-0000-315	420.79
12/15	12/18/2015	51484	7966	Platt Electrical Supply	Electrical Supplies for VMP	100-6620-0000-315	88.57
Total 51484:							641.14
12/15	12/18/2015	51485	11612	ProClean Supply	Janitorial Supplies for City facilities	100-1705-0000-315	512.44
Total 51485:							512.44
12/15	12/18/2015	51486	8796	S & W Auto Parts Inc.	Supplies for PD Cars	100-2610-0000-320	254.84
12/15	12/18/2015	51486	8796	S & W Auto Parts Inc.	Parts for Unit #34	100-2705-0000-320	171.72
12/15	12/18/2015	51486	8796	S & W Auto Parts Inc.	Parts for Unit #165	305-3620-0000-320	95.98
12/15	12/18/2015	51486	8796	S & W Auto Parts Inc.	Supplies for the WWTP	215-5705-0000-317	20.13
Total 51486:							542.67
12/15	12/18/2015	51487	8906	San Joaquin Valley Air	Annual permit fee for the PD generator	100-2610-0000-315	252.00
Total 51487:							252.00
12/15	12/18/2015	51488	12816	Sebastian	CaLOEs project- camera systems	325-3705-0000-502	17,190.00
Total 51488:							17,190.00
12/15	12/18/2015	51489	1136	Silva Ford Madera	Supplies to Repair Unit #45	100-2610-0000-320	164.89
Total 51489:							164.89
12/15	12/18/2015	51490	12726	Spectrum Telecom Systems	Conduit and fire sleeves from network room to dispatch	500-2650-0000-505	4,536.92

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice GL Account	Check Amount
Total 51490:							4,536.92
12/15	12/18/2015	51491	9751	SWRCB/WDR Fees	Annual Permit fee 10-15 thru 09-16	205-7605-0000-317	200.00
Total 51491:							200.00
12/15	12/18/2015	51492	9791	Steves Chevrolet of Chowchilla	Smog Check Unit #29	325-3705-0000-320	49.95
12/15	12/18/2015	51492	9791	Steves Chevrolet of Chowchilla	Smog Check Unit #30	205-7605-0000-320	49.95
12/15	12/18/2015	51492	9791	Steves Chevrolet of Chowchilla	Smog Check Unit #163	305-3620-0000-320	49.95
12/15	12/18/2015	51492	9791	Steves Chevrolet of Chowchilla	Smog Check Unit #164	305-3620-0000-320	49.95
12/15	12/18/2015	51492	9791	Steves Chevrolet of Chowchilla	Smog Check Unit #350	100-4805-0000-320	49.95
12/15	12/18/2015	51492	9791	Steves Chevrolet of Chowchilla	Smog Check Unit #24	100-6620-0000-320	49.95
12/15	12/18/2015	51492	9791	Steves Chevrolet of Chowchilla	Smog Check Unit #168	305-3620-0000-320	49.95
12/15	12/18/2015	51492	9791	Steves Chevrolet of Chowchilla	Smog Check Unit #1	205-7605-0000-320	49.95
Total 51492:							399.60
12/15	12/18/2015	51493	9951	T & T Pavement Markings &	Street Sign Rivets/ Streets Dept	305-3620-4000-317	209.50
Total 51493:							209.50
12/15	12/18/2015	51494	10116	Tesei Petroleum Inc.	Fuel for City 12/1/15-12/10/15	325-3705-0000-320	1,836.20
Total 51494:							1,836.20
12/15	12/18/2015	51495	10131	TF Tire & Service	Tires for CATX bus#22	325-3705-0000-320	246.45
12/15	12/18/2015	51495	10131	TF Tire & Service	Flat Repair for Unit #53	100-2610-0000-320	20.00
12/15	12/18/2015	51495	10131	TF Tire & Service	Flat Repair Unit #53	100-2610-0000-320	20.00
Total 51495:							286.45
12/15	12/18/2015	51496	10176	The Presort Center	To Process Utility & Deliquent Notices	215-1720-0000-336	309.84
12/15	12/18/2015	51496	10176	The Presort Center	To Process Utility & Deliquent Notices	215-1720-0000-336	2,549.67
Total 51496:							2,859.51
12/15	12/18/2015	51497	11611	USPS Disbursing Officer	Postage Reads & Address Change	602-1715-0000-300	24.11

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice GL Account	Check Amount
Total 51497:							24.11
12/15	12/18/2015	51498	10756	Verizon Wireless	Cellular Phones from 10/10/15-11/9/15	100-2610-0000-310	874.22
12/15	12/18/2015	51498	10756	Verizon Wireless	Cellular Phones for 10/10/15-11/9/15	602-1715-0000-310	66.23
12/15	12/18/2015	51498	10756	Verizon Wireless	Cellular Phone for 10/10/15-11/09/15	100-4805-0000-310	81.62
12/15	12/18/2015	51498	10756	Verizon Wireless	Cellular Phones for 10/24/15-11/23/15	325-3705-0000-310	273.42
Total 51498:							1,295.49
12/15	12/18/2015	51499	10956	Water Technology of Fresno	Install new flow meter at the WWTP	215-5705-0000-317	3,785.61
Total 51499:							3,785.61
12/15	12/18/2015	51500	11381	Zoom Imaging Solutions, Inc.	Monthly Copier Usage	602-1715-0000-301	15.76
12/15	12/18/2015	51500	11381	Zoom Imaging Solutions, Inc.	Monthly Copier Usage	602-1715-0000-301	219.72
12/15	12/18/2015	51500	11381	Zoom Imaging Solutions, Inc.	Monthly Copier Usage	602-1715-0000-301	30.71
12/15	12/18/2015	51500	11381	Zoom Imaging Solutions, Inc.	Monthly Copier Usage	602-1715-0000-301	101.14
Total 51500:							367.33
12/15	12/18/2015	51501	12181	American Fidelity	Section 125 for December 2015	702-0100-0000-023	1,370.82
Total 51501:							1,370.82
12/15	12/18/2015	51502	12733	Brian Haddix	Lunch Meeting W/Rod Pruet	100-1710-0000-307	33.55
12/15	12/18/2015	51502	12733	Brian Haddix	Lunch W/Waseem & Jeff Morales RE: CHSRA Meeting	100-1710-0000-307	64.15
12/15	12/18/2015	51502	12733	Brian Haddix	Mileage from Home & Ticket to 34th Annual Harvest Fest	100-1710-0000-307	81.58
12/15	12/18/2015	51502	12733	Brian Haddix	Mileage from Home to Attend Christmas Tree Lighting	100-1710-0000-307	46.00
12/15	12/18/2015	51502	12733	Brian Haddix	Travel to Sacramento to Attend Meetings	100-1710-0000-307	431.83
Total 51502:							657.11
12/15	12/21/2015	51503	11622	Cota Cole LLP	Legal Fees for City Attorney Retainer	100-1615-0000-335	.00 V
12/15	12/21/2015	51503	11622	Cota Cole LLP	Legal Fees for Rancho Calera (Reimbursed)	701-0200-0000-042	.00 V
12/15	12/21/2015	51503	11622	Cota Cole LLP	Legal Fees for Pitchess Motions	100-1615-0000-335	.00 V
12/15	12/21/2015	51503	11622	Cota Cole LLP	Legal Fees for Heffington Abatement	100-1615-0000-335	.00 V
12/15	12/21/2015	51503	11622	Cota Cole LLP	Legal Fees for Collective Bargaining	602-1715-0000-335	.00 V
12/15	12/21/2015	51503	11622	Cota Cole LLP	Legal Fees for Legacy Ranch	100-1615-0000-335	.00 V

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice GL Account	Check Amount	
12/15	12/21/2015	51503	11622	Cota Cole LLP	Legal Fees for Employee Complaints	210-5605-0000-335	.00	V
Total 51503:							.00	
12/15	12/18/2015	51504	4266	Devynne Garza	Laserfiche Conference Per Diem	100-2610-0000-305	162.00	
Total 51504:							162.00	
12/15	12/18/2015	51505	12282	Mid Valley Disposal Inc.	Disposal Services 7/2013-10/2015 Correction	210-5605-0000-350	36,051.48	
Total 51505:							36,051.48	
12/15	12/18/2015	51506	11772	PARS	PARS Administration for October 2015	207-7705-0000-206	424.48	
Total 51506:							424.48	
12/15	12/18/2015	51507	12815	Public Safety Training Consultants	Providing Exception Service Training	100-2610-0000-305	372.00	
Total 51507:							372.00	
12/15	12/18/2015	51508	10081	Richard John Telford	Laserfiche Conference Per Diem	602-1715-0000-305	162.00	
Total 51508:							162.00	
12/15	12/18/2015	51509	10571	US BANK (I.M.P.A.C. CAL-CARD)	Parts Unit #29	325-3705-0000-320	.00	V
12/15	12/18/2015	51509	10571	US BANK (I.M.P.A.C. CAL-CARD)	Cal Card Expenses for October 2015	100-1710-0000-300	.00	V
12/15	12/18/2015	51509	10571	US BANK (I.M.P.A.C. CAL-CARD)	Range Fees for Task Force Training	100-2610-0000-305	.00	V
12/15	12/18/2015	51509	10571	US BANK (I.M.P.A.C. CAL-CARD)	Cal Card Expenses for Administration	701-0200-0000-042	.00	V
12/15	12/18/2015	51509	10571	US BANK (I.M.P.A.C. CAL-CARD)	Parts for Unit #96	305-3620-0000-301	.00	V
12/15	12/18/2015	51509	10571	US BANK (I.M.P.A.C. CAL-CARD)	Lunch for Ramirez & Palmer to attend Training	100-2610-0000-305	.00	V
12/15	12/18/2015	51509	10571	US BANK (I.M.P.A.C. CAL-CARD)	Cal Card Expenses for PD	100-2610-0000-307	.00	V
12/15	12/18/2015	51509	10571	US BANK (I.M.P.A.C. CAL-CARD)	Kiwi Syslog Server Maintenance Software	602-1715-0000-302	.00	V
12/15	12/18/2015	51509	10571	US BANK (I.M.P.A.C. CAL-CARD)	Parts for Unit #103	305-3620-0000-301	.00	V
12/15	12/18/2015	51509	10571	US BANK (I.M.P.A.C. CAL-CARD)	Repairs to City Property & Postage	100-2705-0000-312	.00	V
Total 51509:							.00	
12/15	12/18/2015	51510	10571	US BANK (I.M.P.A.C. CAL-CARD)	Parts Unit #29	325-3705-0000-320	243.18	
12/15	12/18/2015	51510	10571	US BANK (I.M.P.A.C. CAL-CARD)	Cal Card Expenses for Administration	100-1710-0000-305	121.43	

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice GL Account	Check Amount
12/15	12/18/2015	51510	10571	US BANK (I.M.P.A.C. CAL-CARD)	Range Fees for Task Force Training	100-2610-0000-305	30.00
12/15	12/18/2015	51510	10571	US BANK (I.M.P.A.C. CAL-CARD)	Cal Card Expenses for Administration	701-0200-0000-042	652.59
12/15	12/18/2015	51510	10571	US BANK (I.M.P.A.C. CAL-CARD)	Parts for Unit #96	305-3620-0000-301	54.53
12/15	12/18/2015	51510	10571	US BANK (I.M.P.A.C. CAL-CARD)	Lunch for Ramirez & Palmer to attend Training	100-2610-0000-305	11.75
12/15	12/18/2015	51510	10571	US BANK (I.M.P.A.C. CAL-CARD)	Cal Card Expenses for PD	100-2610-0000-307	98.75
12/15	12/18/2015	51510	10571	US BANK (I.M.P.A.C. CAL-CARD)	Kiwi Syslog Server Maintenance Software	602-1715-0000-302	295.00
12/15	12/18/2015	51510	10571	US BANK (I.M.P.A.C. CAL-CARD)	Parts for Unit #103	305-3620-0000-301	183.99
12/15	12/18/2015	51510	10571	US BANK (I.M.P.A.C. CAL-CARD)	Repairs to City Property & Postage	100-2705-0000-312	1,014.39
Total 51510:							2,705.61
12/15	12/21/2015	51511	12818	Interwest Consulting Group	Rancho Calera Development Agreement	701-0200-0000-042	3,510.00
Total 51511:							3,510.00
12/15	12/21/2015	51512	12817	Joanne Upton	Final Compensation	100-1615-0000-335	.00 V
Total 51512:							.00
12/15	12/21/2015	51513	11541	Meyers Nave	Legal Services for City VS Madera County	100-1615-0000-335	34,899.19
Total 51513:							34,899.19
12/15	12/21/2015	51514	12282	Mid Valley Disposal Inc.	Rent for November 2015	100-1712-0000-800	52,787.97
Total 51514:							52,787.97
12/15	12/21/2015	51515	7516	Office Depot	Supplies for City Clerk Recruitment	100-1610-0000-300	19.41
12/15	12/21/2015	51515	7516	Office Depot	Brochures for City Clerk Recruitment	100-1610-0000-300	68.34
12/15	12/21/2015	51515	7516	Office Depot	Brochures for City Clerk Recruitment	100-1610-0000-300	67.12
12/15	12/21/2015	51515	7516	Office Depot	Supplies for City Clerk Recruitment	100-1610-0000-300	19.41
12/15	12/21/2015	51515	7516	Office Depot	Supplies for City Clerk Recruitment	100-1610-0000-300	37.79
Total 51515:							212.07
12/15	12/21/2015	51516	11622	Cota Cole LLP	Legal Fees for City Attorney Retainer	100-1615-0000-335	8,333.33
12/15	12/21/2015	51516	11622	Cota Cole LLP	Legal Fees for Rancho Calera (Reimbursed)	701-0200-0000-042	2,277.21
12/15	12/21/2015	51516	11622	Cota Cole LLP	Legal Fees for Pitchess Motions	100-1615-0000-335	38.00
12/15	12/21/2015	51516	11622	Cota Cole LLP	Legal Fees for Heffington Abatement	100-1615-0000-335	565.08

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice GL Account	Check Amount
12/15	12/21/2015	51516	11622	Cota Cole LLP	Legal Fees for Collective Bargaining	602-1715-0000-335	1,226.00
12/15	12/21/2015	51516	11622	Cota Cole LLP	Legal Fees for Legacy Ranch	100-1615-0000-335	95.00
12/15	12/21/2015	51516	11622	Cota Cole LLP	Legal Fees for Employee Complaints	210-5605-0000-335	1,330.00
Total 51516:							13,864.62
12/15	12/21/2015	51517	12817	Joanne Upton	Final Compensation	100-1615-0000-335	4,500.00
Total 51517:							4,500.00
12/15	12/22/2015	51518	12408	Chowchilla Mid-Management	Employee Contributions	702-0200-0000-040	270.00
Total 51518:							270.00
12/15	12/22/2015	51519	2166	Chowchilla Office	Employee Contributions	702-0200-0000-040	150.00
Total 51519:							150.00
12/15	12/22/2015	51520	2171	Chowchilla Peace Officers	Employee Contribution	702-0200-0000-040	903.00
Total 51520:							903.00
12/15	12/22/2015	51521	3836	Fitness Peak	Employee Contribution	702-0200-0000-040	140.00
Total 51521:							140.00
12/15	12/22/2015	51522	12017	SDRMA	Health Insurance for January 2016	702-0100-0000-023	41,061.12
Total 51522:							41,061.12
12/15	12/22/2015	51523	12044	U.S. Bank (PARS)	Employee Contributions	702-0200-0000-040	134.82
Total 51523:							134.82
12/15	12/22/2015	51524	2136	Chowchilla Employees Assn.	Employee Contribution	702-0200-0000-040	45.00
Total 51524:							45.00
12/15	12/30/2015	51525	11944	Madera County Records Office	release of lien 440 S 5th St	100-1600-0000-849	.00 V

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice GL Account	Check Amount
Total 51525:							.00
12/15	12/30/2015	51526	12717	The Second Floor Fund LLC	credit refund for 6637 Desert Springs	205-7605-0000-876	62.98
Total 51526:							62.98
12/15	12/30/2015	51527	11944	Madera County Recorders Office	release of lien 440 S 5th St	100-1600-0000-849	13.00
Total 51527:							13.00
Grand Totals:							<u>374,977.46</u>

Report Criteria:
 Report type: Invoice detail



REPORT TO THE CITY COUNCIL

Council Meeting of January 12, 2016

Agenda Section:	<u>Consent</u>
SUBJECT:	Approval of Resolution to Reimburse London Properties for Utility Services not received for month of November, 2015
Prepared By:	<u>Sherri Dueker, Accounting Manager</u>
Approved By:	<u>Brian Haddix, City Administrator</u>

RECOMMENDATION:

Staff recommends that the Chowchilla City Council approve reimbursement to London Properties for utility services not received during the month of November, 2015.

HISTORY / BACKGROUND:

In November 2015, London Properties requested service for a property located at 569 Howell Road. On November 12, 2015, Finance staff processed a work order to have services turned on. Services were activated at the location by Public Works staff on November 12, 2015, according to City records. In a letter addressed to the City Utilities department, a representative of London Properties explains there was no water available to property throughout the month of November. The letter states there were multiple calls to the City Utility department regarding the lack of water and utility staff continually confirmed the water was connected. On 12/1/2015, Public Works staff identified the house valve was turned off. (See notes) In review of usage at the property location, utility staff found there was no water used in the month of November.

The City is responsible for making services available to the public up to the meter. That service was provided according to our records. The customer states there was no water service to the location. It is staff's recommendation and request to refund the charges for the month of November for non-usage of water services

FINANCIAL IMPACT:

None.

ATTACHMENTS:

Customer Inquiry Data
 Letter from Customer
 Utility Bill
 Notes from Customer File
 Work Order requesting services (dated 11/12/2015)

COUNCIL RESOLUTION # - 16

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHOWCHILLA,
CALIFORNIA, REIMBURSING LONDON PROPERTIES FOR UTILITY SERVICES
NOT RECEIVED FOR THE MONTH OF NOVEMBER, 2015**

WHEREAS, the City provided services to the location at 569 Howell Road and;

WHEREAS, the customer did not receive water services during the month of November and;

WHEREAS, Council approves reimbursement for water services not received in the month of November 2015.

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

1. The above recitals are true and correct.
2. Council further directs staff to refund London Properties for services not received.
3. This resolution is effective immediately upon adoption.

PASSED AND ADOPTED by the City Council of the City of Chowchilla this 12th day of January, 2016 by the following vote to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

Waseem Ahmed, Mayor

ATTEST:

Joann McClendon, CMC
Interim City Clerk

Location: [Empty field]

1.3628.08 London Properties 569 Howell Rd Account balance: 84.35
 569 Howell Rd 1425 Robertson Blvd Balance due: 01/28/2016 84.35
 Final bill: 12/03/2015 13628 559-665-5757 Chowchilla CA 93610 Last payment:

Display Compare History Transactions Customer Services Location Meters Backflow Contracts Loans Certification Credit History Supplemental

	01/31/2016	12/31/2015	12/03/2015	11/30/2015	10/31/2015	09/30/2015	08/31/2015	07/31/2015	06/30/2015	05/31/2015	04/30/2015	03/31/2015	02/28/2015
Water	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00
Total Water Charges	.00	.00	17.72	14.68	.00	.00	.00	.00	.00	.00	.00	.00	.00
Total Water Charges usage	0	0	440	0	0	0	0	0	0	0	0	0	0
Sewer	.00	.00	2.13	13.97	.00	.00	.00	.00	.00	.00	.00	.00	.00
Sewer Bond	.00	.00	.27	1.78	.00	.00	.00	.00	.00	.00	.00	.00	.00
Garbage	.00	.00	2.17	14.17	.00	.00	.00	.00	.00	.00	.00	.00	.00
Storm Drain O&M	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00
Storm Drain Capital	.00	.00	.25	1.65	.00	.00	.00	.00	.00	.00	.00	.00	.00
Penalty	.00	5.58	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00
Interest	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00
Returned Check Fees	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00
Water Off/On Repairs	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00
Water Disconnect/Rec	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00
Stand-By Service Chg	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00
City Wide System Upgrade	.00	.00	.00	6.51	.00	.00	.00	.00	.00	.00	.00	.00	.00
Miscellaneous	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00
Administrative Citations	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00
Locking Lid	.00	.00	.46	3.01	.00	.00	.00	.00	.00	.00	.00	.00	.00
Total charges	.00	5.58	23.00	55.77	.00								
Previous balance	84.35	78.77	55.77	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00
Payments	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00
Adjustments	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00

Attachment A Customer Inquiry Data

December 9, 2015

City of Chowchilla
Utilities Dept
130 S. Second Street
Chowchilla, CA 93610

Re: Account #1.3628.08 at 569 Howell Road

On November 10, 2015 we faxed over a request for water service at 569 Howell Road. According to multiple calls to the Utilities Dept, the water service was turned on November 12, 2015, however in going over to the house to do inspections and repairs, there was no water service.

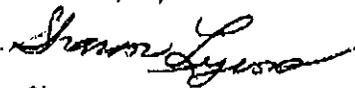
The valve to the house was off, but when turned to the on position there still was no water. This happened more than once as we tried to schedule cleaning and repairs. Each call to the city resulted in being told the water was on, but it wasn't.

Having been assured the water was on, I scheduled a move in inspection with new tenants, and there was still no water. The shut off valve was off and when I turned it on again there was no water.

On the 30th my calls only went to voice mail and on December 1st my first call went to voice mail and my second call got through and the water was turned on.

I strongly feel there needs to be a credit for the November charges as there was no service. Please investigate and advise.

Thank you,



Sharon Lyons, Assistant
Niki Upton, Broker

Attachment B

CITY OF CHOWCHILLA

130 S. Second Street, Chowchilla, CA 93610
 (559) 665-8615 Ext. 783
 www.ci.chowchilla.ca.us



Billing Date: 12/01/2015

Previous Balance: .00

Payment Applied: .00

Adjustments: .00

Total Current Charges: 74.54

Total Due Now: 74.54

#BWBBHHZ
 #13628086#
 London Properties
 569 Howell Rd
 1425 Robertson Blvd
 Chowchilla CA 93610-2052

MUNICIPAL SERVICES BILL

Service Address	Account Number	Service Period	Delinquent After
569 Howell Rd	1.3628.08	11/30/2015	12/31/2015

Water Meter Reading (000's)

Present	Previous	Usage	Prior Year Usage
0	74,093	0	0

CURRENT CHARGES:

Unpaid Previous Balance Subject To Shutoff

Meter Fixed Connection Fee	14.68	
Water	2.37	
Total Water Charges	14.68	
Sewer	20.59	
Sewer Bond	2.62	
Garbage	20.89	
Storm Drain Capital	2.44	
City Wide System Upgrade	6.51	
Locking Lid	4.44	
Total Current Charges:		74.54

Pay online @ www.XpressBillPay.com

• Detach and RETURN THIS PORTION of bill with your payment •

DO NOT MAIL CASH * MAKE SURE CHECK IS SIGNED * SEAL ENVELOPE SECURELY

Please make checks payable to the City of Chowchilla.
 When paying in person, bring entire bill. Thank you.

Current Charges Only

Service Address	Account Number	Due Date	Delinquent After
569 Howell Rd	1.3628.08	12/01/2015	12/31/2015

London Properties



Amount Due	Amount Paid
74.54	

Attachment C

12/07/2015 09:38 AM - bmayers

Yvette Foster is new renter. She called in to find out what she needed to sign up. She had a prior account and I explained she would need to have a deposit along with rental agreement and application. she will come in to submit.

12/01/2015 01:53 PM - cfuller

Customer contacted office stating there was no water and they signed up 11-12-15, work order shows water was turned on that day and the meter was read. Public works checked and the house valve was off and city valve had been turned on 11-12-15.

Attachment 0

Priority
Routine

City of Chowchilla
FIELD WORK ORDER

20151520
11/12/2015 0733
B. Mayers

Due Date
11/12/2015

Asset Information

Work Classification
Water Turn On

Responsible Department
Water

Submitted by
B. Mayers

Site Location
569 HOWELL ROAD

Requested Work
PLEASE TURN WATER ON. NEW CUSTOMER SIGNED UP

Employee	Start	End	Hours	Work Task
B. Mayers	11/12/2015 0733	11/12/2015 0733	0.01	DATA ENTRY
L. Robinson	11/12/2015 0747	11/12/2015 0747	0.00	DATA ENTRY
M. Breashears	11/12/2015 1415	11/12/2015 1430	0.25	WATER TURN ON/OFF
L. Robinson	11/17/2015 0932	11/17/2015 0933	0.01	DATA ENTRY
Fuller, Connie	12/01/2015 1348	12/01/2015 1348	0.00	DATA ENTRY
R. Velasquez	12/28/2015 1105	12/28/2015 1105	0.00	DATA ENTRY

Work Comments

TURNED ON THE WATER
METER READING: 74093

Cost Summary	Equip Cost	Materials Cost	Labor Cost	Hours	Total Cost
	\$0.00	\$0.00	\$0.00	0.27	\$0.00

Completion/Closure Information

Date: 11/17/2015 By: L. Robinson

Classification: WORK COMPLETED

Attachment E



REPORT TO THE CITY COUNCIL

Council Meeting of January 12, 2016

Agenda Section:	<u>New Business</u>
SUBJECT:	Consideration of Resolution # -16 Approving the Grant Writing, Housing Programs Administration and Implementation Agreement for Services Between the City of Chowchilla and Self Help Enterprises and Granting Authority to City Administrator to Enter into Contract with Self Help Enterprises
Prepared By:	<u>Sherri Dueker, Accounting Manager</u>
Authorized By:	<u>Rod Pruett, Finance Director</u>
Approved By:	<u>Brian Haddix, City Administrator</u>

RECOMMENDATION:

Council approve resolution accepting Agreement for Grant Writing, Housing Programs Administration and Implementation Services between the City of Chowchilla and Self Help Enterprises

HISTORY / BACKGROUND:

The City of Chowchilla has been utilizing Self Help Enterprises, a nonprofit Community Development Organization since 1995. As the result of an RFP solicited in February of 2015, a proposal was submitted by Self Help Enterprises (SHE) to the City in May of 2015, and through the selection process, the City accepted the bid from Self Help Enterprises. An agreement for Grant Writing, Housing Programs Administration and Implementation Services was submitted and entered into on January 12, 2016 with a term of 3 years from the date of signature, thereby terminating on January 12, 2019.

FINANCIAL IMPACT:

Financial cost of this contract is paid for through CDBG grant funds.

ATTACHMENTS:

- Resolution
- Agreement
- Score Sheet

COUNCIL RESOLUTION # -16

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHOWCHILLA APPROVING AN AGREEMENT BETWEEN SELF HELP ENTERPRISES AND THE CITY OF CHOWCHILLA FOR GRANT WRITING, HOUSING PROGRAMS ADMINISTRATION AND IMPLEMENTATION SERVICES AND AUTHORIZE CITY ADMINISTRATOR TO ENTER INTO CONTRACT WITH SELF HELP ENTERPRISES

WHEREAS, the City of Chowchilla regularly applies for grant funding from various sources in order to provide local residents with housing down payment assistance and housing rehabilitation funds and other services; and

WHEREAS, the process of applying for and administering these grant monies requires many hours of labor that would require the city to hire additional staff; and

WHEREAS, the use of an outside consultant to perform certain grant related functions ensures the city's timely response to grant reporting deadlines and allows the city to maintain a second-level of review and oversight related to the performance of these functions; and

WHEREAS, the costs related to these grant functions are paid from funds allocated by the granting agencies; and

WHEREAS, the existing three (3) year term of the agreement with the grant contractor is set to expire January 12, 2019; and

WHEREAS, in response to the city's Request for Proposal document dated May 2015 Self Help Enterprises was the most reasonable and responsible bidder of the bidding process.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Chowchilla that it hereby resolves finds and orders:

1. The above recitals are true and correct.
2. The agreement between the city and Self Help Enterprises for Grant Writing, Housing Programs Administration and Implementation Services is hereby approved.
3. The City Administrator is authorized to execute the agreement on behalf of the city.
4. This resolution is effective immediately upon adoption.

PASSED AND ADOPTED by the City Council of the City of Chowchilla at a regular meeting held on the 12th day of January, 2016 by the following vote to wit:

AYES:

NOES:

ABSTAINS:

ABSENT:

APPROVED:

Waseem Ahmed, Mayor

ATTEST:

Joann McClendon, CMC
Interim City Clerk

City of Chowchilla
Grant Writing, Housing Programs Administration and Implementation
AGREEMENT FOR SERVICES
with Self-Help Enterprises

THIS AGREEMENT is made and entered into this _____ day of January, 2016, by and between the City of Chowchilla, a political subdivision of the State of California, hereinafter referred to as "CITY," and Self-Help Enterprises, a California nonprofit corporation, hereinafter referred to as "SHE," on the terms, conditions and provisions hereinafter set forth.

WHEREAS, CITY intends to apply for grants from the Federal and State government, most of which are administered by the State of California Department of Housing and Community Development, hereinafter called "HCD," such as the CalHome Program, the Community Development Block Grant ("CDBG") Program, and the Home Investment Partnerships (HOME) Program. All said grants that are funded shall be hereinafter referred to as "PROJECT," to assist low, moderate or middle income residents with housing services; and

WHEREAS, SHE was incorporated for the purpose of promoting better living conditions for low income persons through the development and purchase of new housing, community facilities, and repair and rehabilitation of existing housing; and

WHEREAS, SHE has the expertise and staff to prepare program applications and administer HCD programs; and

WHEREAS, SHE met the requirements as outlined by HCD and CITY procurement requirements, and was selected to be the contractor by CITY for housing PROJECTS.

THEREFORE, it is hereby agreed as follows:

1. SHE RESPONSIBILITY – GRANT WRITING/APPLICATION PREPARATION: SHE shall prepare such applications as the CITY may request based on the maximum funding amount allowed as set forth in Notices of Funding Availability, and the requirements of CITY.
2. SHE RESPONSIBILITY – HOUSING ACTIVITY IMPLEMENTATION: SHE shall assist households/housing units in PROJECT area in accordance with PROJECT guidelines and goals, as adopted by CITY, through the following activities:
 - a. Applicant Selection:
 - (1) Promote services to ensure community awareness and encourage participation of eligible applicants;
 - (2) Determine eligibility of applicants; and
 - (3) Provide home buyer education for qualified applicants in accordance with PROJECT guidelines.

b. Loan/Grant Packaging:

- (1) Review loan and/or grant applications as submitted;
- (2) Submit property to Certified Housing Inspector or Rehabilitation Specialist for inspection, as needed. Inspect the prospective units and determine eligibility and acceptability of properties selected by applicants;
- (3) Prepare loan and/or grant documents on qualified applicants;
- (4) Submit completed loan and/or grant document package to CITY for approval in conformance with PROJECT guidelines;
- (5) Prepare all loan closing documents and ensure proper closing; and
- (6) Transfer original participant files to CITY, or contracted loan portfolio manager, upon completion and closeout of each loan and/or grant package.

c. Construction Monitoring:

- (1) Inspect applicants' homes, recommend type of work to be performed, and prepare work write-ups and necessary plans to accomplish that work;
- (2) Assist owners to obtain bids from, and select, qualified contractors to perform CITY-authorized rehabilitation work;
- (3) Monitor the work of authorized contractors and subcontractors and verify completion of work prior to payment; and
- (4) Assist owners to secure labor and material repairs from contractor responsible for construction defects for one year from date of final approval by the City Building Department, or recorded Notice of Completion, whichever is later.

3. SHE RESPONSIBILITY – ADMINISTRATION:

- a. Prepare and submit the general grant set-up package to the appropriate agency (guideline preparation, environmental review, and submittal of other required documents as required by the funding source);
- b. Provide CITY with necessary technical assistance to implement and administer all Grant Agreements;
- c. Provide reports to CITY on progress and performance of grant budgets included in State Grant Agreements and/or HCD approved amendments, upon request;
- d. Prepare and submit to CITY all required reports and funds requests as outlined in State Grant Agreements;
- e. Prepare and submit amendments to the Grant Agreements as needed;
- f. Prepare and maintain public information binders, as required; and
- g. Prepare and retain all pertinent records and documents sufficient to reflect all charges submitted by SHE under the terms of this Agreement. Retain such records and documents for a period of five (5) years from the date of final payment.

4. CITY RESPONSIBILITY: CITY shall be responsible to:
 - a. Review and approve loan and/or grant document packages for applicants who are determined by SHE to be qualified for assistance in accordance with PROJECT guidelines in effect at the time of document approval;
 - b. Service loans upon completion of PROJECT; and
 - c. Verify all records and documents, and monitor and evaluate the activities of SHE to ensure compliance with the terms of this Agreement.

5. COMPENSATION: CITY shall pay SHE for services provided, as follows:
 - a. Grant application preparation: a fee to be negotiated with CITY prior to preparation of the application, based on application type and number of activities.
 - b. General Administration Budget: full service administration of a CDBG grant is \$37,500 for a \$500,000 housing activities budget, for HOME is \$17,500 for a \$700,000 grant, and for CalHome is \$20,000 for a \$1,000,000 grant.
 - c. Activity Delivery Budget (Implementation) – maximum percentage, as permitted by the funding source and program activity.
 - d. Loans and Grants: total amount of loans and grants shall equal the balance of the contract awarded after deducting the amounts for services shown in 5 b. and c. above. Any additional funds identified as leverage in the Grant Agreement shall be expended for activities indicated by the application, including activity delivery and loans and grants to participants. Loan and grant funds shall be disbursed by SHE on behalf of the CITY and are not considered compensation to SHE.
 - e. Additional Services and Compensation: At the direction of CITY, SHE may expend non-grant funds (Program Income, Miscellaneous Revenue) for eligible housing activities as directed by CITY, subject to activity delivery and administrative charges equal to the allowable percentages permitted by HCD for selected activity, which shall be additional compensation to SHE.
 - f. For each grant awarded to CITY, the CITY ADMINISTRATOR shall specify by letter addendum to SHE, the total budget to be administered by SHE. A copy of such addendum shall be attached to and become a part of this Agreement.
 - g. Revisions:
 - (1) Monetary revisions that do not exceed 10% of each total negotiated budget may be approved by the CITY ADMINISTRATOR upon written request and justification.
 - (2) Monetary revisions that exceed 10% shall require an amendment to this Agreement.
 - (3) Transfer of funds between activities can be approved by CITY Staff after notification to HCD, if necessary, and does not require an amendment to this agreement.

6. METHOD OF PAYMENT:

- a. SHE shall invoice CITY for PROJECT services provided in performance of this Agreement as follows:
 - (1) The fee invoice for application preparation shall be billed to CITY when the application is complete.
 - (2) General administration charges are to be billed to CITY on a flat rate basis prorated over the life of the PROJECT from the month funds are available through the expiration of the State Grant Agreement.
 - (3) Activity Delivery charges will be invoiced at the time of financing approval. Back up documents to the Project Invoice will include financing approval documentation and a financing specific Activity Delivery calculator.
 - (4) Third party charges such as market value appraisals, title reports and pest control reports, not chargeable to a participant loan or grant, are to be billed to Activity Delivery at actual cost.
 - (5) Loan and grant funds shall be requested as needed.
- b. SHE shall submit its final invoice under this Agreement within fifteen (15) days following the expiration date of this Agreement.
- c. CITY shall make payment for all authorized fees to SHE within fifteen (15) days after receipt of invoice.
- d. Compensation for additional services described in 5.e above shall be invoiced as stated in 6.a.(3) and (4) above. Administrative charges will be negotiated prior to expenditure of funds. Upon completion of additional services, administrative charges will be billed to CITY.

7. INSPECTION AND AUDIT:

- a. CITY may inspect all applicable records and may cause to be audited invoices and supporting data relative to funds paid by CITY to SHE.
- b. During the term of this agreement, SHE shall have an annual Single Audit performed, a copy of which shall be provided to CITY. If findings are made through a single audit, SHE shall evaluate, correct and inform the auditor and the CITY in writing in a timely manner established by either the auditor or the CITY.
- c. Representatives of CITY and HCD shall have the right to examine and inspect rehabilitation work performed pursuant to this Agreement. CITY, HCD, the Bureau of State Audits, the Federal government and/or their representatives shall have the right, upon reasonable notice, to monitor, audit or otherwise examine books, records, accounts, documents and all other materials relevant to the services performed under this Agreement for a period of five (5) years from the date of final payment.

8. INSURANCE AND HOLD HARMLESS.

- a. SHE shall carry workers compensation, State disability, and unemployment insurance as prescribed by law. SHE will indemnify CITY, its officials and employees against and hold them harmless from any and all liability for damages on account of injury to persons or damage to property resulting from or arising out of the performance by SHE of this Agreement and reimburse CITY, its officials and employees for all costs, expenses and losses incurred by them in consequence of any claims, demands or causes of action which may be brought against them arising out of the performance by SHE of this Agreement. Before any work commences, SHE shall furnish CITY with a Certificate of Insurance with combined single limits of at least \$1,000,000 for bodily injuries and property damages on each occurrence. The Certificate of Insurance shall state that the contractual liability assumed under this Agreement is covered and shall provide that ten (10) days notice shall be given to CITY of cancellation or reduction in coverage.
- b. To the extent permitted by law, CITY shall defend, indemnify, and hold harmless SHE, its agents, officers, and employees from and against all claims, damages, losses, judgments, liabilities, expenses, and other costs including litigation costs and attorney's fees arising out of or resulting from the active negligence or wrongful acts of CITY, its officers, or employees, arising out of CITY's performance of this Agreement.

9. COMPLIANCE WITH APPLICABLE LAWS AND REGULATIONS: Where required, SHE shall comply with, and require contractors and subcontractors to comply with, each of the following:

- a. Federal, state, and local regulations that pertain to construction, health and safety, labor, fair employment practices, equal opportunity, or any other matters applicable to PROJECT. See Exhibit A, Standard Contract Language -- All Contracts, attached;
- b. The Davis-Bacon Act (40 U.S.C. § 276a, revised as 40 U.S.C. § 3142, et seq.) as supplemented by Department of Labor (DOL) regulations (29 C.F.R., Part 5);
- c. Copeland "Anti-Kickback" Act (18 U.S.C. § 874, et seq.) as supplemented by DOL Regulations (29 C.F.R., Part 3);
- d. Sections 103 and 107 of the contract Work Hours and Safety Standards Act (40 U.S.C. 327-220) as supplemented by DOL Regulations (29 C.F.R., Part 5);
- e. All applicable standards, orders, and regulations issued pursuant to the Clean Air Act of 1970 (43 U.S.C. § 1857, et seq.) and the Federal Water Pollution Control Act (33 U.S.C. § 1251, et seq.);
- f. Executive Order 11246 and all implementing regulations of the DOL;
- g. Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. § 12101, et seq.);
- h. Rehabilitation Act of 1973 (24 C.F.R., Part 8);
- i. Drug-Free Workplace Act of 1990 (Cal. Gov. Code § 8350, et seq.);
- j. HUD Lead-Based Paint regulations (24 CFR, Part 35);

- k. All applicable laws, ordinances, and codes of CITY and the State of California governing the rehabilitation of dwellings, including all required notices, building, plumbing, mechanical, electrical, sewer, water, and other permits; provided, however, that neither SHE nor engaged contractors and subcontractors shall be held responsible for preexisting violations of any law including, but not restricted to, zoning or building codes or regulations;
 - l. Benefits for domestic partners (Cal. Public Contract Code § 10295.3);
 - m. Children and family support obligations (Chap. 8, Part 1, Div. 9, Cal. Family Code § 3800, et. seq);
 - n. When applicable, all laws related to the CalHome Program including those of the State of California, all federal laws, all local rules or ordinances, all requirements of the Cal Home Program including the statutes, rules, guidelines and duly adopted policies and procedures of the State pertaining thereto. See Exhibit B, State Contract Overlay Requirements, attached.
10. CONFLICT OF INTEREST: No officer, employee, or agent of CITY or SHE, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality who exercises or have exercised any functions or responsibilities with respect to activities performed under this Agreement, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from such activities, or have a financial interest in any contract, subcontract or agreement with respect to activities performed under this Agreement or its proceeds, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one (1) year thereafter. CITY and SHE shall incorporate, or cause to be incorporated, in all such contracts or subcontracts, a provision prohibiting such interest pursuant to the purposes of this section.
11. ANTI-LOBBYING CERTIFICATION: The undersigned certifies that to the best of his or her knowledge or belief:
- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 - b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form–LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

12. FORCE MAJEURE.

Neither CITY nor SHE shall be deemed to be in default if performance of the improvements required by this contract is delayed or becomes impossible because of any act of God, war, earthquake, fire, civil commotion, epidemic, act of government, its agencies or officers, court order, or any other legitimate cause beyond the control of the party and not caused by the negligent, unreasonable, or intentional acts of the party.

13. TERM OF CONTRACT.

- a. This Agreement shall take effect when it has been signed by both parties and shall expire three years from that date.
- b. Funding of any programs, projects or services beyond the term of this Agreement, by any new contract or amendment or extension of this Agreement, have not been authorized and will depend upon the satisfactory performance of this Agreement by SHE and upon the availability to CITY of additional grant funds allocated for such purposes. Neither CITY nor any employee of CITY has made any promise or commitment, expressed or implied, that any additional funds will be paid or made available to SHE for the purpose of this Agreement over and above the funds expressly allocated under the terms of this Agreement.
- c. This Agreement shall inure to the benefit of and be binding upon the parties hereto, their heirs, successors, survivors, and assigns.

14. TERMINATION.

- a. This Agreement may be terminated by either party by giving thirty (30) days prior written notice to the other. Any funds advanced by CITY to SHE and not expended by SHE shall be returned to CITY within thirty (30) days after termination. Any funds due SHE will be forwarded by CITY to SHE. CITY expressly reserves the right to demand of and take action to collect from SHE the repayment to CITY of any funds disbursed to SHE under this Agreement, which in the judgment of CITY were not expended in accordance with the terms of this Agreement. SHE agrees to promptly refund any such funds upon demand.
- b. Additionally, CITY may terminate this Agreement at any time if it determines that one or more of the following conditions exist:
 - (1) An illegal or improper use of funds by SHE;
 - (2) SHE fails to comply with any term or condition of this Agreement;
 - (3) SHE improperly performs any of the services to be performed pursuant to this Agreement.

Upon receipt of notice from CITY that one or more of the above conditions exist, SHE shall prepare and submit to CITY within thirty (30) days a proposal for the correction of such conditions. If SHE fails to submit such a proposal or otherwise fails to properly perform this Agreement after notification as hereinabove set forth, CITY may serve SHE with written notice of the termination of this Agreement. In the event of such termination, CITY shall be liable only for allowable services rendered prior to such termination, but CITY shall not be liable

for any services that are not performed in accordance with the terms of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement effective on the day and in the year first set forth above.

CITY OF CHOWCHILLA

SELF-HELP ENTERPRISES

Charles Brian Haddix
City Administrator

Thomas J. Collishaw
President and CEO

EXHIBIT "A"

STANDARD CONTRACT LANGUAGE -- ALL CONTRACTS

1. Nondiscrimination Clause: During the performance of this contract, Contractor and its subcontractors, as well as their agents and employees, shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, sexual orientation, gender identity, race, color, ancestry, religious creed, national origin, disability (including HIV and AIDS), medical condition (including, but not limited to, health impairments related to or associated with a diagnosis of cancer), age (over 40 years of age), marital status, and use of or denial of family and medical care leave or use of or denial of pregnancy disability leave. Contractors and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free some such discrimination and harassment. Contractor and subcontractors, as well as their agents and employees, shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12990 et seq.) and the applicable regulations promulgated hereunder (Title 2, California Code of Regulations, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990 (a)-(f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this contract by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

Contractor shall include the nondiscrimination compliance provisions of this clause in all subcontracts to perform work under the contract.

2. National Labor Relations Board Certification: The Contractor warrants by execution of this Agreement and does swear under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of a federal court, which orders the Contractor to comply with an order of the National Labor Relations Board. (Cal. Public Contract Code § 10296) (Not applicable to public entities.)
3. Relocation: The Contractor shall comply with all requirements of applicable California relocation law (Gov. Code, § 7260 et seq. and the regulations promulgated thereunder at Cal. Code Regs., tit. 25, § 6000 et seq.). Any relocation plan for the Development shall be subject to the review and approval by the State.
4. Americans with Disabilities Act (ADA) of 1990: By signing this Agreement, Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, (42 U.S.C. § 12101 et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.

5. Drug Free Workplace: By signing this contract, the contractor or grantee hereby certifies under penalty of perjury under the laws of the State of California that the contractor or grantee will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq.) and will provide a drug-free workplace by taking the following actions:
- a. Publish a statement notifying employees that unlawful manufacture distribution, dispensation, possession or use a controlled substance is prohibited and specifying actions to be taken against for violations.
 - b. Establish a Drug-Free Awareness Program to inform employees about:
 - i. The dangers of drug abuse in the workplace;
 - ii. The person's or organization's policy of maintaining a drug-free workplace;
 - iii. Any available counseling, rehabilitation, and employee assistance programs; and,
 - iv. Penalties that may be imposed upon employees for abuse violations.
 - c. Every employee who works on the proposed contract will:
 - i. Receive a copy of the company's drug-free workplace policy statement; and
 - ii. Agree to abide by the terms of the company's statement as a condition of employment on the contract.
6. Union Organizing:
- a. Contractor, by its execution of this Agreement, hereby acknowledges that it has read the prohibitions on use of state funds and facilities to assist, promote, or deter union organizing set forth in Chapter 6 of Part 2 of Division 4 of Title 2 of the Government Code, commencing with Section 16645.
 - b. By signing this Agreement, Contractor hereby certifies that none of the funds being provided hereunder will be used to assist, promote, or deter union organizing.
 - c. If the assistance provided hereunder is in the form of a grant, Contractor shall account for the grant funds as follows:
 - (1) State funds designated by Contractor for use for a specific expenditure shall be accounted for as allocated to that expenditure.
 - (2) State funds not so designated shall be allocated on a pro rata basis to all expenditures by the Contractor that support the program or project for which the grant is made.
 - d. If Contractor is a private employer or if the assistance provided hereunder is in the form of a grant, and Contractor makes expenditures, regardless of source of funds, to assist, promote, or deter union organizing, Contractor shall maintain records sufficient to show that State funds have not been used for those expenditures.

EXHIBIT B

STANDARD CONTRACT LANGUAGE: ALL CONTRACTS AND SUBCONTRACTS

1. The Civil Rights, HCD, and Age Discrimination Acts Assurances:
During the performance of this Agreement, the Grantee assures that no otherwise qualified person shall be excluded from participation or employment, denied program benefits, or be subjected to discrimination based on race, color, national origin, sex, age, or handicap, under any program or activity funded by this contract, as required by Title VI of the Civil Rights Act of 1964, Title I of the Housing and Community Development Act of 1974, as amended, and the Age Discrimination Act of 1975, and all implementing regulations.

2. Rehabilitation Act of 1973 and the “504 Coordinator”
The Grantee further agrees to implement the Rehabilitation Act of 1973, as amended, and its regulations, 24 CFR Part 8, including, but not limited to, for Grantees with 15 or more permanent full or part time employees, the local designation of a specific person charged with local enforcement of this Act, as the “504 Coordinator”.

3. The Training, Employment and Contracting Opportunities for Business and Lower Income Persons Assurance of Compliance:
 - a) The grant activity to be performed under this Agreement is on a project assisted under a program providing direct federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C 1701u. Recipients, contractors and subcontractors shall direct their efforts to provide, to the greatest extent feasible, training and employment opportunities generated from the expenditure of Section 3 covered assistance to Section 3 residents in the order of priority provided in 24 CFR 135.34(a)(2).

 - b) The parties to this Agreement will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.

 - c) The Grantee will include these Section 3 clauses in every contract and subcontract for Work in connection with the grant activity and will, at the direction of the State, take appropriate action pursuant to the contract or subcontract upon a finding that the Grantee or any contractor or subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135 and, will not let any contract unless the Grantee or contractor or subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

d) Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of the Agreement shall be a condition of the federal financial assistance provided to the project, binding upon the Grantee, its successors and assigns. Failure to fulfill these requirements shall subject the Grantee, its contractors and subcontractors, its successors and assigns to those sanctions specified by the grant or contract through which federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

4. Assurance of Compliance with Requirements Placed on Construction Contracts of \$10,000 or more

The Grantee hereby agrees to place in every contract and subcontract for construction exceeding \$10,000 the Notice of Requirement for Affirmative Action to ensure Equal Employment Opportunity (Executive Order 11246), the Standard Equal Employment Opportunity, and the Construction Contract Specifications. The Grantee furthermore agrees to insert the appropriate Goals and Timetables issued by the U.S. Department of Labor in such contracts and subcontracts.

5. Labor Standards –Federal Labor Standards Provisions

The Grantee shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of:

Davis-Bacon Act (40 U.S.C. § 276a, revised at 40 U.S.C. § 3142) requires that workers receive no less than the prevailing wages being paid for similar work in their locality. Prevailing wages are computed by the Department of Labor and are issued in the form of Federal wage decisions for each classification of work. The law applies to most construction, alteration, or repair contracts over \$2,000.

Copeland “Anti-Kickback” Act (18 U.S.C. § 874) requires that workers be paid at least once a week without any deductions or rebates except permissible deductions.

Contract Work Hours and Safety Standards Act–CWHSSA (40 U.S.C. § 3701 et seq.) requires that workers receive “overtime” compensation at a rate of 1-1/2 times their regular hourly wage after they have worked 40 hours in one week.

Title 29, Code of Federal Regulations, Subtitle A, Parts 1, 3 and 5 are the regulations and procedures issued by the Secretary of Labor for the administration and enforcement of the Davis-Bacon Act, as amended.

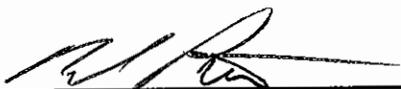
**City of Chowchilla
(Bid Evaluation) Score Sheet
RFP
Grant writing and Administration
City Housing Programs
Due: 5/26/15**

Evaluation Scoring: Each category has its own point value (see category for max points) for a total of 100 points

List of proposals:

<i>Evaluation Factors:</i>	<i>Self Help Enterprises Visalia</i>	<i>Granted Solutions Fresno</i>	<i>Adams Ashby Sacramento</i>			
Completeness and thoroughness of proposal and how it relates to meeting the objectives of the RFP- 30 POINTS	28	26	15			
General firm and/or individual experience (qualifications for grant writing and administration)- 20 POINTS	20	18	14			
Reference and track record specific grant application, and administration capacity to perform scope of work- 15 POINTS	14	11	10			
Staffing availability- 15 POINTS	15	13	10			
Knowledge of the City of Chowchilla- 10 POINTS	10	6	6			
Reasonableness of cost- 10 POINTS	8	6	8			
Total Points:	95	80	63			

Reviewer Notes: Adams Ashby only responded to the Grant Administration element of the RFP. We would like to have the same firm perform both services requested so that is why they scored so much lower.

Signature 

Date 7-21-15

**City of Chowchilla
(Bid Evaluation) Score Sheet
RFP
Grant writing and Administration
City Housing Programs
Due: 5/26/15**

Evaluation Scoring: Each category has its own point value (see category for max points) for a total of 100 points

List of proposals:

<i>Evaluation Factors:</i>	<i>Self Help Enterprises Visalia</i>	<i>Granted Solutions Fresno</i>	<i>Adams Ashby Sacramento</i>			
Completeness and thoroughness of proposal and how it relates to meeting the objectives of the RFP- 30 POINTS	26	25	17			
General firm and/or individual experience (qualifications for grant writing and administration)- 20 POINTS	17	17	13			
Reference and track record specific grant application, and administration capacity to perform scope of work- 15 POINTS	13	12	10			
Staffing availability- 15 POINTS	13	13	9			
Knowledge of the City of Chowchilla- 10 POINTS	8	7	6			
Reasonableness of cost- 10 POINTS	8	6	8			
Total Points:	85	80	63			

Reviewer Notes:

Signature 

Date 7/27/15

**City of Chowchilla
(Bid Evaluation) Score Sheet
RFP
Grant writing and Administration
City Housing Programs
Due: 5/26/15**

Evaluation Scoring: Each category has its own point value (see category for max points) for a total of 100 points

List of proposals:

<i>Evaluation Factors:</i>	<i>Self Help Enterprises Visalia</i>	<i>Granted Solutions Fresno</i>	<i>Adams Ashby Sacramento</i>				
Completeness and thoroughness of proposal and how it relates to meeting the objectives of the RFP- 30 POINTS	30	30	20				
General firm and/or individual experience (qualifications for grant writing and administration)- 20 POINTS	20	20	15				
Reference and track record specific grant application, and administration capacity to perform scope of work- 15 POINTS	15	15	12				
Staffing availability- 15 POINTS	15	15	10				
Knowledge of the City of Chowchilla- 10 POINTS	10	8	6				
Reasonableness of cost- 10 POINTS	10	6	8				
Total Points:	100	94	71				

Reviewer Notes:

Signature 

Date 7/21/2015



REPORT TO THE CITY COUNCIL

Council Meeting of January 12, 2016

Agenda Section:	<u>New Business</u>
SUBJECT:	Approval an Amendment to Exhibit A of the CalTrans Agreement for Sharing Cost of Electrical Facilities with the City of Chowchilla
Prepared By:	<u>Craig Locke, City Engineer/Public Works Director</u>
Approved By:	<u>Brian Haddix, City Administrator</u>

RECOMMENDATION:

Adopt the amended Exhibit A for the attached agreement with Caltrans for Sharing Cost of Electrical Facilities with the City of Chowchilla.

HISTORY / BACKGROUND:

On June 12, 1989 the City of Chowchilla and CalTrans entered into an agreement to share the cost of the electrical facilities on SR 233 or Robertson Blvd. These facilities include intersection lighting, highway lighting and signals. The cost sharing is by percentage based on agreed upon benefit. The agreement splits the cost of roadway lighting 50/50, and intersection signalization and lighting based on the number of intersection legs belonging to each party.

The exhibit was amended in 2003 when a led project shifted some of the 100% City borne roadway lighting costs to a 50/50 split with CalTrans.

The proposed amendment will change the intersection lighting at the northbound ramp of Highway 99 and SR233 from a 75/25 to a 67/33 split. The reason for the amendment is correcting an oversight in the initial agreement which listed the intersection as a 4 way rather than a 3 way intersection.

FINANCIAL IMPACT:

There will be a nominal increase in the annual cost to the City. The City's share of the streetlight cost basis will increase from a current 20.25 fixtures to 20.33 fixtures.

SUPPLEMENTS ATTACHED:

Resolution
Original 1989 Agreement
2015 Proposed Amended Exhibit A

COUNCIL RESOLUTION # -16

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHOWCHILLA, CALIFORNIA,
AUTHORIZING AN AMENDMENT TO EXHIBIT A OF THE CALTRANS AGREEMENT FOR
SHARING COST OF ELECTRICAL FACILITIES WITH THE CITY OF CHOWCHILLA**

WHEREAS, the City of Chowchilla and CalTrans entered into a cost sharing agreement for electrical facilities located along SR233 or Robertson Blvd on June 12, 1989; and

WHEREAS, the agreement remained in effect without alteration until 2003 when new technology justified a visitation of the cost allocation; and

WHEREAS, during a recent audit of existing agreement CalTrans discovered an error in the original agreement; and

WHEREAS, the requested amendment to the agreement increases the accuracy with which the agreement is representative of the existing facilities

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. The City of Chowchilla City Council approves the amendment to Exhibit A of the 1989 Agreement for Sharing Cost of Electrical Facilities with the City of Chowchilla and authorizes the City Administrator to Execute the Amendment with CalTrans.
3. This resolution is effective immediately upon adoption.

PASSED AND ADOPTED by the City of Chowchilla this 12th day of January, 2016 by the following vote to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

Mayor Waseem Ahmed

ATTEST:

Joann McClendon, CMC
Interim City Clerk

AGREEMENT FOR SHARING COST OF STATE HIGHWAY
ELECTRICAL FACILITIES
WITH THE CITY OF CHOWCHILLA

THIS AGREEMENT, made and executed this 12th day of June, 1989, by and between the State of California, acting by and through the Department of Transportation, hereinafter referred to as the "STATE" and the City of Chowchilla, hereinafter referred to as "CITY"

W I T N E S S E T H

AGREEMENT:

This Agreement shall supersede any previous AGREEMENT and/or AMENDMENTS thereto for sharing STATE incurred cost in the CITY with the CITY.

ELECTRICAL:

Electrical facilities include flashing beacons, traffic signals, traffic-signal systems, safety lighting, and sign lighting on the STATE Highway System

The cost of maintaining flashing beacons, traffic signals, traffic signal systems, safety lighting, and sign lighting now in place at the intersection of any STATE Highway Route and any CITY street/road shall be the responsibility of the STATE as shown in Exhibit A.

BASIS FOR BILLING:

It is agreed that monthly billings for flashing beacons, traffic signals, and traffic-signal systems shall be based on actual intersection costs which are as follows:

o Maintenance

-Labor including overhead expenses

-Other expenses

Equipment

Materials.

Miscellaneous expenses

o Electrical energy

It is agreed that monthly billings for safety lighting and sign lighting shall be based on calculated unit costs derived by averaging District-wide costs each month. Costs are as follows:

o Maintenance

-Labor including overhead assessment

-Other expenses

.Equipment

.Materials

.Miscellaneous expenses

o Electrical energy

It is agreed that monthly billings for utility-owned and maintained lighting will be based on calculated unit costs derived from utility company billings.

TERM OF AGREEMENT:

This agreement shall become effective July 1, 1988 and shall remain in full force and effect until amended or terminated.

Exhibit A will be amended as necessary by written concurrence of both parties to reflect changes to the system.

The Agreement as above may be amended at any time upon mutual consent of the parties thereto. This Agreement may also be terminated by either party upon thirty (30) days notice to the other party

**CITY OF CHOWCHILLA (5258)
EXHIBIT "A"**

Effective July 1, 2003

**ELECTRICAL FACILITIES OPERATION AND MAINTENANCE
COST DISTRIBUTION**

ROUTE	POST MILE	LOCATION/INTERSECTION DESCRIPTION	TYPE OF FACILITY	E-NUMBER UNITS	DISTRIBUTION	
					STATE	CITY
<u>LIGHTS</u>						
MAD 223	2.49	SR 233 & 15th	4-200W(HPS)	2.0	50%	50%
	3.15	SR 223 & 5th St.	3-250W(HPS)	1.5	50%	50%
			1-200W(HPS)	0.5	50%	50%
	3.59	SR 233 & Chowchilla By-Pass	4-200W(HPS)	2.0	50%	50%
			1-200W(HPS)	0.5	0%	100%
			4-150W(HPS)	2.0	0%	100%
			4-70W(HPS)	2.0	0%	100%
MAD 099	26.50	SR99 & AVE 26	1-250W(HPS)	0.5	75%	25%
<u>SIGNALS</u>						
MAD 223	2.49	SR 233 & 15th	"P"	E4119	50%	50%
	3.15	SR 223 & 5th St.	"P"	E4107	50%	50%
	3.59	SR 233 & Chowchilla By-Pass	"P"	E4114	50%	50%

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

CITY OF CHOWCHILLA

By Curtis Bennett

Approved as to form and
procedure July 1, 1987:

Jean Adams, Deputy
City Clerk

STANDARD FORM APPROVED
NO SIGNATURE REQUIRED

Attorney
Department of Transportation

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

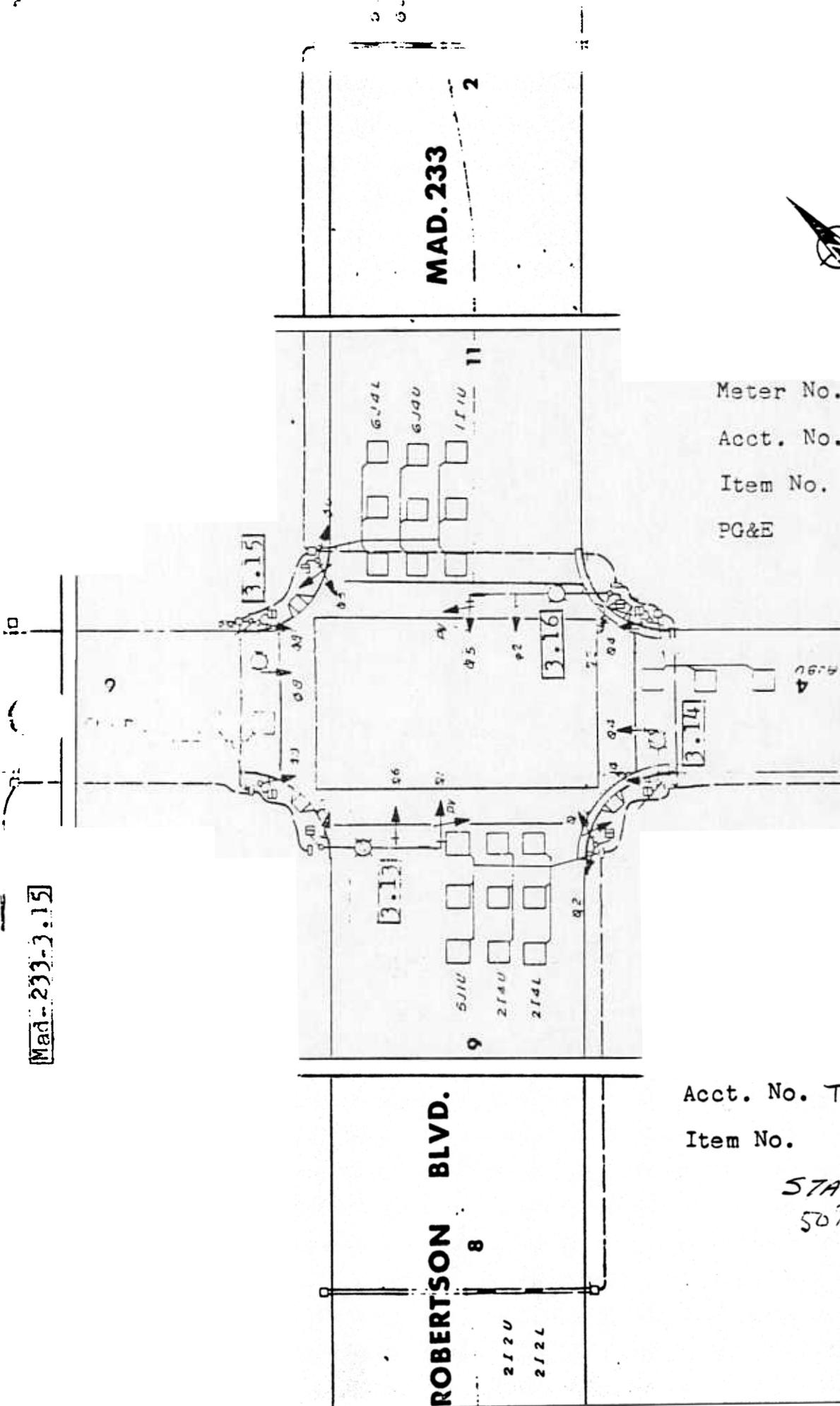
City Attorney

ROBERT K. BEST
Director of Transportation

By _____

By R. K. Best
District Director

Mad-233-3.15



MAD. 233

ROBERTSON BLVD.

SIGNALS

40 Units

Meter No.

E 83 508

Acct. No.

CTN 83 ²⁴¹⁰¹~~23501~~

Item No.

548.1

PG&E

IS 415 5

LIGHTING

4 250 W HPS

4 Units

Flat Rate

Acct. No. TTN-PI-02501

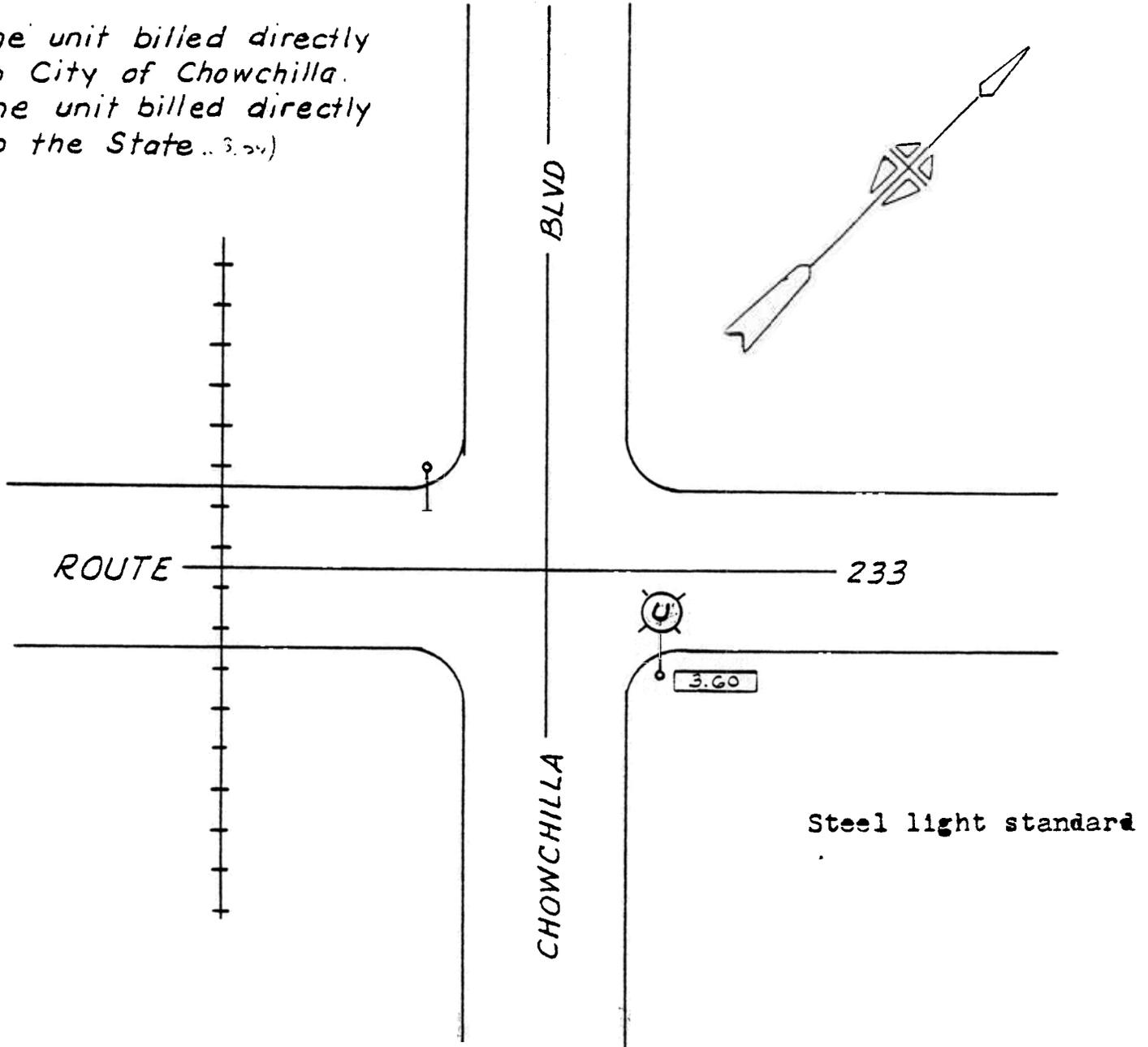
Item No. 549.1

STATE CITY

50% 50%

06-Mad-233-3.15
@ 5th Street

One unit billed directly
to City of Chowchilla.
One unit billed directly
to the State (3.24)



1 20 M MV
1 Unit

Account No ~~TTN~~ PI 02501

Item 553

P.G. & E

LS2A

3 59.5 LS111

Installed 9-17-74

**CITY OF CHOWCHILLA (5258)
EXHIBIT "A"**

Effective September 1, 2015

**ELECTRICAL FACILITIES OPERATION AND MAINTENANCE
COST DISTRIBUTION**

ROUTE	POST MILE	LOCATION/INTERSECTION DESCRIPTION	TYPE OF FACILITY	E-NUMBER / UNITS	DISTRIBUTION	
					STATE	CITY
<u>"E" LIGHTS (Intersection Lighting)</u>						
MAD 223	2.49	SR 233 & 15th	4-137W(LED)	1.6	50%	50%
	2.75	SR 233 & 11th	4-137W(LED)	1.6	50%	50%
	3.15	SR 223 & 5th St.	4-137W(LED)	1.6	50%	50%
	3.59	SR 233 & Chowchilla Blvd	4-137W(LED)	1.6	50%	50%
			12-137W(LED)	4.8	0%	100%
<u>"L" LIGHTS (highway Lighting)</u>						
MAD 099	26.50	SR99 & AVE 26	1-137W(LED)	0.4	67%	33%
<u>SIGNALS</u>						
MAD 223	2.49	SR 233 & 15th	"P"	E4119	50%	50%
	2.75	SR 233 & 11th	"P"	E4132	50%	50%
	3.15	SR 223 & 5th St.	"P"	E4107	50%	50%
	3.59	SR 233 & Chowchilla Blvd	"P"	E4114	50%	50%

State of California, Caltrans

City of Chowchilla

Approved: *Daniel J* Date: 9/8/15

Approved: _____ Date: _____



REPORT TO THE CITY COUNCIL

Council Meeting of January 12, 2016

Agenda Section:	<u>New Business</u>
SUBJECT:	Request Approval to Declare Level III Water Conservation Measures of the Drought Contingency Plan for the City of Chowchilla Water Department in Effect
Prepared By:	<u>Craig Locke, City Engineer/Public Works Director</u>
Approved By:	<u>Added by City Clerk following approval</u>

RECOMMENDATION:

Adopt the Resolution approving Level III (3) Water Conservation Measures of the Drought Contingency Plan for the City of Chowchilla Water Department (consistent with emergency water regulations adopted by the State Water Resources Control Board).

HISTORY / BACKGROUND:

The California State Water Resources Control Board regulations became law on July 28, 2014 and consists of 3 components: 1. Restricting outdoor irrigation activities 2. Implementing the City's water shortage contingency plan 3. Submitting monthly reports to the SWRCB.

The City of Chowchilla City Council satisfied the first component by approving a water conservation ordinance – 13.04.210 & 13.04.215 to ensure that 'No person shall willfully waste water supplied by the Chowchilla City Water Department (10/14/14), and adopting Water Conservation Level 2 measures.

The second component of the City's water shortage contingency plan, titled Drought Contingency Plan for the City of Chowchilla Water Department was adopted by City Council on June 23, 2015 (44-15). This plan incorporated the essence of Chowchilla Municipal Code Ordinances.

This summer the citizens of Chowchilla reduced water consumption by approximately 25% from 2013 levels with minimal enforcement. The move to Level III water conservation should have little impact on conscientious consumers, and facilitate additional conservation from residents who have not adjusted their irrigation timers since the summer.

CURRENT SITUATION:

The City constantly evaluates the need for increased conservation measures. Although the immediate area has received rain and the mountains have above average snowpack, there has not been time for the precipitation to recharge the ground water aquifers that supply the City of Chowchilla. With current precipitation adequate to provide for most outdoor irrigation, staff recommends moving to Level III (3) conversation measures, which permits outdoor irrigation for only 1 day per week as follows:

LEVEL 3 – WATER CONSERVATION MEASURES

All prohibitions and restrictions in levels I and II shall apply, and in addition:

Customers shall water outdoor landscaping no more than one day per week. The council may designate dates and times for outdoor landscaping watering by adopting rules or regulations through a resolution.

1. Personal vehicles may only be washed once per week, on the assigned watering day, and only with the use of a quick-acting positive shut off nozzle.
2. Hotels are encouraged to implement laundry conservation measures by encouraging patrons to reuse linens and towels.
3. Landscape watering for municipal parks will be reduced to two days or less per week and restrictions shall be implemented on golf course watering, unless otherwise directed by rules or regulations adopted pursuant to Chowchilla Municipal Code Section 13.04.160

Staff recommends that even numbered addresses be restricted to watering on Saturdays only, and odd numbered addresses restricted to watering exclusively on Sundays.

FINANCIAL IMPACT:

A change in the Conservation Level Status of the Drought Contingency Plan for the City of Chowchilla Water Department has no fiscal impact. Full enforcement may require augmenting staff or the use of consultants; however there are no plans for additional enforcement currently.

SUPPLEMENTS ATTACHED:

Resolution

COUNCIL RESOLUTION # -15

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHOWCHILLA TO APPROVE
LEVEL III (3) WATER CONSERVATION MEASURES OF THE DROUGHT CONTINGENCY
PLAN FOR THE CITY OF CHOWCHILLA WATER DEPARTMENT**

WHEREAS, the CITY OF CHOWCHILLA and the State of California have recently experienced two years with extremely low rainfall; and

WHEREAS, the Governor on January 17, 2014 issued a Proclamation of a State of Emergency due to drought conditions; and

WHEREAS, Water Code section 1058.5 grants the State Water Board the authority to adopt emergency regulations in certain drought years; and

WHEREAS, On July 15, 2014, the State Water Board adopted an emergency regulation to support water conservation (Resolution No. 2014-0038), and that regulation became effective July 28, 2014 upon approval by the Office of Administrative Law (OAL); and

WHEREAS, Resolution No. 2014-0038 requires urban water suppliers to implement all requirements and actions of the stage of its water shortage contingency plan that imposes mandatory restrictions on outdoor irrigation of ornamental landscapes or turf with potable water.; and

WHEREAS, Resolution No. 44-15 adopted by Council to approve the Drought Contingency Plan for the City of Chowchilla Water Department; 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. It is the intention of the City of Chowchilla to approve Level III (3) Water Conservation Measures of the Drought Contingency Plan for the City of Chowchilla Water Department
3. This resolution is effective immediately upon adoption.

PASSED AND ADOPTED by the City of Chowchilla this 12th day of January, 2016 by the following vote to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

Mayor Waseem Ahmed

ATTEST:

Joann McClendon, CMC
Interim City Clerk



REPORT TO THE CITY COUNCIL

Council Meeting of January 12, 2016

Agenda Section: New Business

SUBJECT: **Revised Resolution 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**

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

Approved By: Brian Haddix, City Administrator

RECOMMENDATION:

Staff recommends that the City Council adopt the revised resolution 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.

HISTORY / BACKGROUND:

In the December 8th meeting, the Chowchilla City Council authorized staff to apply to MCTC for a CMAQ grant for a street sweeper. Despite the best efforts of the MCTC staff, the constituent agencies (Chowchilla among them), are not meeting CMAQ deadlines to expend allocated funds. To expedite the process, MCTC requires that all applications have specific verbage incorporated into a resolution accompanying every application.

This staff report and resolution is identical to the one passed on December 8, 2015 by the City of Chowchilla Council from the end of this paragraph.

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 of 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 approve 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 # -16

A REVISED RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHOWCHILLA, CALIFORNIA, 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

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

WHEREAS, AB 1012 has been enacted into State Law in part to provide for the "timely use" of State and Federal funding; and

WHEREAS, the City of Chowchilla is able to apply for and receive Federal and State funding under the Moving Ahead for Progress in the 21st Century (MAP-21) federal transportation act; and

WHEREAS, the City of Chowchilla desires to ensure that its projects are delivered in a timely manner to preclude the Madera Region from losing those funds for non-delivery; and

WHEREAS, it is understood by the City of Chowchilla that failure for not meeting project delivery dates for any phase of a project may jeopardize federal or state funding to the Region, and

NOW, THEREFORE, LET IT BE RESOLVED that the Chowchilla City Council hereby agrees to ensure that all project delivery deadlines for all project phases will be met or exceeded and 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.

BE IT FURTHER RESOLVED, that failure to meet project delivery deadlines may be deemed as sufficient cause for the Madera County Transportation Commission Policy Board to terminate an agency's project and reprogram Federal/State funds as deemed necessary.

BE IT FURTHER RESOLVED, that the Chowchilla City Council does direct its management and engineering staffs to ensure all CMAQ projects are carried out in a timely manner as per the requirements of AB 1012 and the directive of the Chowchilla City Council.

PASSED AND ADOPTED by the City of Chowchilla this 12th day of January, 2016 by the following votes:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

Waseem Ahmed, Mayor

ATTEST:

Joann McClendon, CMC
Interim City Clerk



REPORT TO THE CITY COUNCIL

Council Meeting of January 12, 2016

Agenda Section: New Business

SUBJECT: **A Resolution of the City Council of the City of Chowchilla Authorizing the Submittal of Applications for Payment Programs and Related Authorizations with California Department of Resources Recycling and Recovery, CalRecycle**

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

Approved By: Brian Haddix, City Administrator

RECOMMENDATION:

Adopt the Resolution Authorizing the City Engineer to Submit an Application for Payment to Cal Recycle

HISTORY / BACKGROUND:

Annually Cal Recycle makes available funding to Cities and Counties to enhance beverage container recycling and litter abatement efforts. The funding is population based and requires only an application. Typically the City of Chowchilla receives about \$5,000 every year. The funds for the past two years have been used to purchase benches made of recycled materials for use in the downtown or in the City Parks. Other possibilities for using the funds include recycle bins for the downtown and for parks, or recycle education programs among other activities.

Historically this has been an administrative action of the Public Works / Engineering Department, however the requirements for the funding have changed, and starting this year a resolution is required to accompany the application. Although the application is not due until July, we are bringing this item forward at this meeting to have everything in place when the application deadline arrives.

FINANCIAL IMPACT:

There is no financial impact for submitting the application for the Payment Programs.

SUPPLEMENTS ATTACHED:

Resolution

COUNCIL RESOLUTION # -16

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHOWCHILLA, CALIFORNIA,
AUTHORIZING SUBMITTAL OF APPLICATION FOR PAYMENT PROGRAMS AND
RELATED AUTHORIZATIONS WITH CALIFORNIA DEPARTMENT OF RESOURCES
RECYCLING AND RECOVERY, CALRECYCLE**

WHEREAS, pursuant to Public Resources Code section 48000 et seq. the Department of Resources Recycling and Recovery (Cal Recycle) has established various payment programs to make payments to qualifying jurisdictions; and

WHEREAS, in furtherance of this authority Cal Recycle is required to establish procedures governing the administration of the payment programs; and

WHEREAS, Cal Recycle' s procedures for administering payment programs require, among other things, an applicant's governing body to declare by resolution certain authorizations related to the administration of the payment program.

NOW, THEREFORE, BE IT RESOLVED that the City Engineer for the City of Chowchilla is authorized to submit an application to Cal Recycle for any and all payment programs offered; and

BE IT FURTHER RESOLVED that this authorization is effective until rescinded by the Signature Authority or this Governing Body, and that the City Council of the City of Chowchilla hereby finds and determines the following:

1. The above recitals are true and correct.
2. That the City Engineer, or his/her designee, is hereby authorized as Signature Authority to execute all documents necessary to implement and secure payment
3. This resolution is effective immediately upon adoption.

PASSED AND ADOPTED by the City of Chowchilla this 12th day of January, 2016 by the following vote to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

Waseem Ahmed, Mayor

ATTEST:

Joann McClendon, CMC
Interim City Clerk



REPORT TO THE CITY COUNCIL

Council Meeting of January 12, 2016

Agenda Section: New Business

SUBJECT: **A Resolution of the City Council of the City of Chowchilla Requesting Suspension Work on the Current Preferred Project Alternative for the Highway 99 / SR233 Roundabout Interchange**

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

Approved By: Brian Haddix, City Administrator

RECOMMENDATION:

Adopt the Resolution Requesting the Suspension of Environmental Analysis and Design Work on the Roundabout Configuration of the Highway 99 / SR233 Interchange Option

HISTORY / BACKGROUND:

In 2012 CalTrans began a redesign on the Highway 99 and SR233 interchange that evolved to include roundabouts as a 'Preferred Project Alternative' over traditional interchange designs. The Madera County Transportation Commission (MCTC) is administering the project on behalf of the City.

Recent changes in City Administration and personnel have resulted in a new focus on transparency and public support for City projects. This process has revealed a lack of support for the roundabout alternative. This conclusion is the result of public comments after two CalTrans informational presentations before City Council.

Based on these comments the City Council wishes to suspend work on this project until there is a mechanism in place that will take into account local preferences in the project design decisions.

FINANCIAL IMPACT:

Undetermined; Suspension of work should eliminate expenditures. Much of the topography, preliminary design and environmental assessment should be germane to a design that does not involve roundabouts.

SUPPLEMENTS ATTACHED:

Resolution
MCTC letter dated December 15, 2015

COUNCIL RESOLUTION # -16

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHOWCHILLA, CALIFORNIA,
REQUESTING SUSPENSION WORK ON THE CURRENT PREFERRED ALTERNATIVE FOR
THE HIGHWAY 99 / SR233 ROUNDABOUT INTERCHANGE**

WHEREAS, the current 'Preferred Project Alternative' as determined by CalTrans lacks a majority of local support; and

WHEREAS, MCTC has requested written authorization for project direction to replace the verbal authorization from previous staff; and

WHEREAS, the opinions expressed by the public in open public hearing tend not to support the continued expenditure of funds on this project alternative

NOW, THEREFORE, BE IT RESOLVED that the Council of the City of Chowchilla withdraws any implied support for continuation of the current project alternative (roundabouts) until such time as local input from the duly elected governing body is incorporated into the alternative analysis:

1. The above recitals are true and correct.
2. That the no more local funds or funds intended for use by the City of Chowchilla be expended to advance this project alternative.
3. This resolution is effective immediately upon adoption.

PASSED AND ADOPTED by the City of Chowchilla this 12th day of January 2016, by the following vote to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

Waseem Ahmed, Mayor

ATTEST:

Joann McClendon, CMC
Interim City Clerk

December 14, 2015

Craig Locke
City Engineer, Director of Public Works
City of Chowchilla
130 S. Second Street
Chowchilla, CA 93610

Dear Mr. Locke:

MCTC has received your letter dated November 24, 2015. I am writing this letter in response to your request for information regarding authorization for the SR 233 project and to provide clarifying information about this project.

Regarding your request for a copy of authorization, there is no Chowchilla City Council resolution for this project that MCTC is aware of because the funds being used to pay for it are not City of Chowchilla funds. The project is a regional project on the Tier 1 list of the Measure T Investment Plan. Because it directly affects the jurisdiction of the City of Chowchilla, Chowchilla staff was consulted on the scope of the project to ensure that the project has community support. The project was authorized for priority of use of funds by the Madera County Transportation Authority (MCTA) Board upon adoption of the 2013 Strategic Plan. The funds allocated to this project (\$12,500,000) are Regional Measure T funds and impounded/forfeited Flexible funds. Regional projects require at least a 20% match from developer impact fees. If there is no impact fee program or funds sufficient to pay the required match, then Flexible funds are impounded and forfeited to the MCTA in place of the required match. If impact fees are ever paid to MCTA after the required match has been met, then MCTA would rebate the available impact fees back to the jurisdiction in the form of Measure T Flexible funds.

It is the understanding of MCTC that at the beginning of work on the environmental phase that the previous City Administrator and Public Works Director were agreeable to the proposed scope and at least verbally gave Caltrans their support. The former City officials attended the Project team meetings and Quarterly Update meetings at which the SR 233 project was discussed. If the desire of the City of Chowchilla is different now, then MCTC and Caltrans need to know right away.

After review of your request and presenting clarifying information, MCTC is still asking for an official position from the City of Chowchilla of whether they are in support of the proposed scope of this project as funds are currently being spent down. Please provide the requested information to me by December 30, 2015. If no formal position is provided to MCTC by this

date, then MCTC may request Caltrans to temporarily suspend work on this project and then may bring this item to the MCTA Board for further discussion and direction.

Sincerely,

A handwritten signature in black ink, appearing to read 'Patricia Taylor', with a long horizontal flourish extending to the right.

Patricia Taylor, Executive Director
Madera County Transportation Commission

tm

cc: Brian Haddix



REPORT TO THE CITY COUNCIL

Council Meeting of January 12, 2016

Agenda Section: New Business

SUBJECT: **Approve and Authorize City Administrator to Execute Agreement for Purchase of Replacement Water Truck and Related Equipment for Fire Department**

Prepared By: Harry Turner, Fire Chief/Fleet Manager

Approved By: Brian Haddix, City Administrator

RECOMMENDATION:

Authorize City Administrator and Fire Chief to complete purchase of replacement water truck from West Mark

HISTORY / BACKGROUND:

On August 27, 2007 the City Council authorized the purchase of a used water truck from United Rentals. This truck was to have a shared use between the Public Works Department and the Fire Department. Once this truck was purchased it was sent to CCWF where it was repainted. Fire Department personnel then arranged for the installation of fire department striping, radios, red lights, etc. After approximately 6 months this truck was put into service with its primary home and use being within the fire department. Since the addition of this truck we have found it to be a very valuable asset, primarily at fires.

SITUATION / ANALYSIS:

With the most recent annexation to the South and West it has become even more important and valuable to have a water truck available for fires within these areas that do not have fire hydrants installed.

While working a fire in the Berenda Slough this past August, the water truck became involved in fire and was burned. City staff has been working with the City's insurance for a replacement. The City had this vehicle insured as a high value vehicle so insurance will pay the full replacement value as long as we replace the water truck with another water truck.

Staff has been working with West Mark out of Ceres to obtain a replacement cost for the water truck. West mark specializes in tanker trucks and is experienced in building fire apparatus as well. Since our water truck was a combination of a water truck and a water tender, they were the most logical vendor to build a truck that would most match the truck we had and would best serve the City and the fire department.

West Mark provided a quote for the replacement at a price of \$183,042.00. There will be some additional costs for items they could not get pricing on in the time frame needed to provide us a quote. The two additional items that need to be added are the mobile radios and applicable taxes. The City's insurance has initially agreed to the replacement cost of \$181,607.00. They will also pay additional for the radios as mentioned above and the list of incidental items that were in the truck and also destroyed by the fire. The differences in the insurance pricing and the

quoted price from West Mark are due to some minor upgrades included with the new replacement truck as compared to what was included on our burned truck. These items include an automatic transmission, tilt steering wheel, CD player, aluminum wheels, etc. Please find attached a copy of the quote from West Mark, email from our insurance representative and list showing truck costs along with incidental items cost estimates.

FINANCIAL IMPACT:

Minimum amount of funding from insurance for replacement truck of \$181,607.00 plus cost of incidental items. Balance of funding to come from fire impact fees to offset cost of upgrades included with new truck not included on burned truck and insurance deductible.

ATTACHMENTS:

Quote

Resolution



30960 REVIS ROAD
COARSEGOLD, CA 93614

PHONE: 209-402-3583
FAX: 209-812-1868

QUOTE

113015-1

Date: 11-30-2015

Cust # 030001

Ship ID # 030001

Bill To: **City of Chowchilla FD**
130 S 2nd St.
Chowchilla, CA. 93610

Ship To: **City of Chowchilla FD**
130 S 2nd St.
Chowchilla, CA. 93610

Attention: Chief Turner

Per your request, I am pleased to provide you with a quote on the following fire equipment.

Description	# Units	Price Per Unit	Extended Price
Set of Wildland gear Topps	1	\$610.00	\$610.00
Structure Helmet	1	\$315.00	\$315.00
Hose Adapter	2	\$200.00	\$400.00
Mercedes Hose 50'x3"x2-1/2" NH Coup.	1	\$ 300.00	\$300.00
Mercedes Hose 25'x3"x2-1/2" NH Coup.	1	\$165.00	\$165.00
Mercedes Wildland Hose 1-1/2"x100'	1	\$255.00	\$255.00
Hydrant Wrench Akron #17	1	\$66.00	\$66.00
Fire Shelters Lg.	2	\$415.00	\$830.00
Plastic Nozzles 1-1/2"	2	\$80.00	\$160.00
TFT Adj. Nozzle Tip 20/60gpm 1-1/2" #F2060	1	\$160.00	\$160.00
Door Remote controller	1	\$35.00	\$35.00
Gate Remote controller	1	\$35.00	\$35.00
Fire Extinguisher ABC Dry Chem	1	\$87.50	\$87.50
First Aid Kit in Metal Box	1	\$72.00	\$72.00
Tow Chain 25' with Hooks	1	\$210.00	\$210.00
Aluminum Wheel Chocks Zico	1set	\$225.00	\$225.00
		Sub total	\$3,925.50
		Freight	
		Tax 8%	\$314.04
		Total	\$4,239.54

Regards,

Denis Ciccarelli
CEO - Sales Representative

LEAD BY EXAMPLE, FOLLOW BY CHOICE

Quote for:
City of Chowchilla



P.O.BOX 100
CERES, CA 95307
www.west-mark.com

PHONE: (209) 537-4747
TOLL FREE: (800) 692-5844
FAX: (209) 537-1753

GENERAL

The following equipment shall be a new West-Mark dust control tank truck.

PRODUCT: Non-potable water.
PRODUCT WEIGHT: 8.35 lbs. /gallon.
VESSEL CODE: Non-Spec.
OPERATING PRESSURE: Atmosphere.
OPERATING TEMPERATURE: One hundred twenty-five degrees Fahrenheit (125o F) maximum.
INTENDED AREA OF OPERATION: State of California.
INTENDED USE: 20% Highway and 80% Off-Road.

CHASSIS:

New Freightliner model M2 112 conventional cab, 2-door chassis:

DRIVE: 6 X 4
GVWR: 58,000 lbs.
WB: TBD at time of engineering
Front Axle: 18,000 lbs. Capacity
Rear Axles: 46,000 lbs. Capacity, Beam Suspension
Engine: Cummins ISL 330 HP and 1000 lb. /ft. torque
Transmission: Allison 3000 RDS 6-spd automatic (limited to 5-spd on units with front drive axle)

INCLUDED OPTIONS:

- Aluminum wheels
- Fuel capacity 50 gallons
- Mud and snow tires on front and rear axles
- Cab color to be White
- Battery disconnect switch (mounted in cab)
- Maintenance free batteries
- Remote mounted positive & negative posts for jumpstart

Quote for:
City of Chowchilla

- Coolant rated to -34F
- Engine block heater
- Quick disconnect fitting with tire inflation kit.
- Front tow hooks
- LH and RH grab handles
- Air horn
- Dual electric horns
- Daytime running lights
- LH and RH convex mirrors mounted under primary mirrors
- Heater, defroster, and air conditioner
- One (1) each 12V power supply in dash
- Speedometer/Odometer capable of displaying in both miles and kilometer, with trip and hour meter.
- Adjustable tilt and telescoping steering column
- Back-up alarm
- AM/FM/WB radio with CD player and Auxiliary input
- Air driver and front passenger seats
- Emergency equipment (includes in-cab fire extinguisher, emergency triangles, & spare fuses)
- Heated fuel/water separator
- Vertical tailpipe mounted at RH side
- Engine exhaust brake
- Engine hour meter
- Heated flat mirrors
- Driver controlled locking differential
- Motorized mirrors
- Rear factory tow hooks

TANK AND BODY BUILD-UP

BODY BUILD UP:

3000 Gallon B style 15' long steel non-potable water painted tank assembly
3/16" A36 Steel semi elliptical tank shell

- (2) 3/16" A36 Offset heads 100% welded
 - (3) 3/16" A36 Baffles with 20" crawl holes 100% welded
 - (4) 3/16" A36 Long baffle 100% welded
 - (2) 3/16" A36 U Shaped subframe 100% welded
 - (2) 80 Durometer rubber pads between tank and frame
 - (1) 24" Circular manway with sealed manway lid installed
 - (1) Nonskid walkway top of tank
 - (1) Vortex breaker plate with screen
 - (1) 2-1/2" hydrant fill with swivel swing spout
 - (1) Rear mounted sight gauge with shut offs
 - (1) Rear mounted ladder with handrails
 - (2) 10g Bonnet style tandem axle fenders
 - (4) Tank mounts rear solid mounted
 - (2) Tank mounts front spring mounted
 - (1) DOT Sealed beam light kit tandem axle
 - (1) DOT Conspicuity tape required
 - (2) Rear mounted mud flaps
 - (1) Tank painted one color White match cab
- Cab to axle required 117-125" (125" ideal) excluding exhaust stack

Quote for:
City of Chowchilla

PUMPING SYSTEM:

WT PS IN ST PTO SFT 750 VIC ATP

ATP 4 X 3 PTO driven 750 gpm 70 psi water truck pumping system

- (1) 750 gpm @ 2500 70 psi water pump
- (1) Hot Shift PTO cab controlled with PTO over speed protection
- (1) 1000 Series PTO shaft
- (1) Cab mounted PTO controls
- (1) 4 x 3 Pump plumbing

DISTRIBUTION SYSTEM:

WT DS IN ST AIR WTR 4 VIC A

(4) Air valve water truck distribution system

- (1) 4" x 3" Victaulic type pump plumbing
- (4) 3" In line water/air valves cab controlled
- (1) 4" Distribution manifold
- (2) Rear sprayers with adjustable fan heads
- (2) Front sprayers with adjustable fan heads
- (1) 1-1/2" discharge gate valve drivers side
- (1) Cab mounted 4 spray head control panel
- (1) DOT Straight rear push block storage area with lid
- (1) Frame and components painted black

All plumbing components schedule 40 welded pipe with groove couplers.

ADDITIONAL UPGRADES TO BE INSTALLED ON UNIT:

- Two (2) Side sprays, electrically adjustable (up/down) 3" duckbill one left and right cab controlled.
- One (1) Sight tube gauge with shut-off valves installed in front tank head.
- One (1) 10" Quik Dump; manual.
- One (1) 3" Overfill pipe installed in tank with Victaulic coupler.
- One (1) 6" Work light mounted to tank with controls in cab.
- One (1) Discharge, 2.5" ball valve with camlock and dust cap located at passenger side midship.
- Low point drains installed in all plumbing
- One (1) 2" Ball valve mounted at front with camlock and cap.
- One (1) Discharge, 2.5" ball valve with camlock and cap installed on drivers side midship.
- (2) Tow hooks, installed at rear.

MISC. ITEMS

HOSE ASSEMBLY:

Two (2) each 3" x 15' rubber suction/discharge hose assembly with 3" bronze male and female Camlock fittings.

HYDRANT HOSE:

One (1) each 2-1/2" x 25' soft cotton hydrant fill hose with 3" bronze female Camlock fitting one end and 2-1/2" Female NH other end.

FOOT VALVE:

One (1) each 3" foot valve with 3" aluminum male Camlock fitting at end shall be supplied.

Quote for:
City of Chowchilla

HOSE TUBE:

Two (2) each 6" x 15' 6" Aluminum, with door at rear and cap with drain plug at front.

NFPA LED LIGHTING PACKAGE LESS LIGHT BAR:

The following lights Emergency lights shall be provided.

Lower Zone "A": 2 EA. Single red LED lights mounted in front Grille.

Lower Zone "B": 2 EA. Single red LED lights one near front and one near rear.

Lower Zone "C": 2 EA. Single red LED lights Mounted rear of Unit.

Lower Zone "D": 2 EA. Single red LED lights one near front and one near rear.

Upper Zone "B and C": 1 EA. Red Rotator

Upper Zone "C and D": 1 EA. Amber Rotator

LIGHT BAR LED: One (1) NFPA series light bar mounted on cab roof with permanent mounting brackets.

SIREN: A Siren with wail, yelp and hi-low tones and public address (PA) shall be provided. Siren shall control all emergency lighting from the slide bar.

SPEAKER: 100 watt shall be mounted in the front area of the unit.

STRIPING: 4" wide RED reflective stripe shall be provided. Stripe shall be on bottom of the cab doors and run the length of the barrel of the tank just below the side seam, approximately center of tank.

CHEVRON STRIPING: At least of 50% of the rear vertical surfaces of the apparatus shall be equipped with alternating chevron retro reflective striping sloping downward and away from the centerline of the vehicle at an angle of 45 degrees.

MANUALS:

One (1) each operation and maintenance manual(s) on CD ROM shall be supplied and shipped with unit; complete with the following:

- Operator & Maintenance Manual
- Calibration Chart (if Applicable)
- Equipment Parts List
- Misc. Vendor Literature / Manuals

WARRANTY:

Unit shall be guaranteed to be free from defects in material and workmanship, while under normal use and service by the original purchaser, for a period of ONE (1) year from the date unit is delivered.

F.O.B.:

West-Mark

581 Industry Way

Atwater, CA 95301.

(F.O.B. destination available as option upon request.)

INSPECTION AND ACCEPTANCE:

West-Mark (CAGE: 1HJ27)

581 Industry Way

Atwater, CA 95301.



P. O. BOX 100
Ceres, California 95307
Phone (209) 537-4747
Fax (209) 537-1753

December 8th, 2015

Chowchilla Volunteer Fire Department
Chief Harry Turner
240 North First Street
Chowchilla, CA 93610

W-M Proposal #690161-0001 Updated
Tender 3000 Gallon

Chief Turner,

West-Mark is pleased to offer you our 3000 gallon Tender for your consideration. Our proposed unit meets and/or exceeds all of your requested requirements. Please refer to our Updated specifications # 690161-0001 dated 12/8/15 for a complete and detailed description of our offer.

1 Each 3000 Gallon Tender

\$183,042.00 / each
FOB West-Mark Ceres CA.

Pricing is good for 60 Days and does not include any applicable taxes.

Delivery for this unit is approximately 270 days ARO.

Inspection and acceptance of unit(s):
West-Mark
2704 Railroad Ave.
Ceres, CA 95307

Sincerely,
West-Mark

Chris Portmann
Government Sales

COUNCIL RESOLUTION # -16

A RESOLUTION OF THE CITY OF CHOWCHILLA, CALIFORNIA, APPROVING AND AUTHORIZING CITY ADMINISTRATOR TO EXECUTE AGREEMENT FOR PURCHASE OF REPLACEMENT WATER TRUCK AND RELATED EQUIPMENT FOR FIRE DEPARTMENT

WHEREAS, the City of Chowchilla operates a fire department; and

WHEREAS, the Chowchilla Fire Department operates several pieces of equipment to accomplish fire suppression; and

WHEREAS, the City added a water truck to this fleet of fire department equipment in 2007; and

WHEREAS, this water truck was destroyed in a fire in August of 2015; and

WHEREAS, this water truck has proved to be a valuable piece of equipment for the fire department;

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 and Fire Chief to complete purchase of replacement water truck from West Mark.
3. Authorizes Fire Chief to purchase incidental items as listed in attachments to make water truck functional for fire department.
4. Authorizes use of funds received from City insurance and fire impact fees to complete purchase of replacement water truck and incidental items that were destroyed by fire
5. This resolution is effective immediately upon adoption.

PASSED AND ADOPTED by the City Council of the City of Chowchilla at a regular meeting held on the 12th day of January, 2016 by the following vote to wit:

AYES:

NOES:

ABSTAINS:

ABSENT:

APPROVED:

Waseem Ahmed, Mayor

ATTEST:

Joann McClendon, CMC
Interim City Clerk



REPORT TO THE CITY COUNCIL and SUCCESSOR AGENCY OVERSIGHT BOARD

Council Meeting of January 12, 2016

Agenda Section: New Business

SUBJECT: **Approval of Resolution of the Successor Agency Approving a Purchase and Sale Agreement with Madera Industrial Development Partnership for 26.28 acres of vacant real property located at Hwy. 99 and Chowchilla Boulevard**

Prepared By: Craig Locke, Engineer/Public Works Director

Approved By: Brian Haddix, City Administrator

RECOMMENDATION:

Authorize the Mayor to execute the Purchase and Sale Agreement and further authorize the City Administrator to take the steps necessary to implement the necessary steps for the purchase and sale through escrow.

HISTORY / BACKGROUND:

The property, APN 022-250-053, is owned by the Successor Agency after it was re-acquired from Greenhills as part of a settlement. The property has been appraised at \$395,000, with \$295,000 owing to Greenhills. Madera Industrial Partnership (composed of Robert Sullivan and Steve Sagouspe) has been negotiating with the City to acquire the property for well over a year. Through approval of the Successor Agency's Long Range Property Management Plan on December 30, 2015 (one of the required steps in the dissolution of RDA's throughout California), the Department of Finance has approved the sale of the property with the consent of the Oversight Board and without further Department of Finance review.

The Property has been vacant for some time.

SITUATION / ANALYSIS:

Staff believes this is an opportunity for development of a significant piece of property within the City, resulting in increased property taxes and other revenue.

Madera Industrial Partnership will acquire the property for commercial/industrial development. The terms of the sale are as follows: Purchase price - \$395,000 (appraised value) to be paid with 24 months upon successful development of the property. The full amount of development impact fees owing will be added to the final purchase prices. The Partnership will provide a Note and Deed of Trust securing payment on the property and with guaranties from each general partner for property taxes. The Buyer will pay all escrow costs. In the event no building permit has issued within a year, the deal will terminate, the property will be re-conveyed to the City at the Partnership's costs and the Partnership will be responsible for any accrued property taxes or liens.

FINANCIAL IMPACT:

\$100,000 payment to the Successor Agency subject to disposition under the Dissolution Law

ATTACHMENTS:

Purchase Agreement

City Council Resolution

Successor Agency Resolution

**AGREEMENT OF PURCHASE AND SALE
AND JOINT ESCROW INSTRUCTIONS**

THIS AGREEMENT OF PURCHASE AND SALE AND JOINT ESCROW INSTRUCTIONS ("**Agreement**") is made as of January 13, 2016 ("**Effective Date**"), by and between the CITY OF CHOWCHILLA for itself and as the SUCCESSOR AGENCY TO THE CHOWCHILLA REDEVELOPMENT AGENCY (collectively "**Seller**"), and the MADERA INDUSTRIAL DEVELOPMENT PARTNERSHIP, a California general partnership ("**Buyer**").

1. Property.

1.1 Seller is the owner of vacant land located on Chowchilla Blvd. in the City of Chowchilla also known as APN 022-250-053, and more particularly described on **Exhibit "A"** attached hereto, including all rights, easements, and privileges appurtenant to the real property (collectively, "**Real Property**" or "Property").

1.2 Seller is the City of Chowchilla/Successor Agency to the former Chowchilla Redevelopment Agency and pursuant to the requirements for dissolution of California Redevelopment Agencies (Health & Safety Code Sections 34171 et seq), Seller is required to transfer and dispose of real property, which sale has been approved by the Department of Finance as required by state law.

2. Sale of Property; Purchase Price.

2.1 Sale of Property. Seller shall sell the Property to Buyer, and Buyer shall purchase the Property from Seller, AS IS, WHERE IS, for the Purchase Price and on the terms and conditions of this Agreement.

2.2 Purchase Price. "Purchase Price" means the sum of Three Hundred Ninety Four Thousand, Two Hundred Dollars (\$395,000) plus any accrued and unpaid development fees. The Purchase Price shall be payable as follows:

2.2.1 Deposit. Within five (5) days of the opening of Escrow, Buyer shall deposit with Escrow Holder \$100. If Buyer fails to deliver the Deposit as required by this Agreement, this Agreement shall terminate. The Deposit shall be placed in an interest-bearing account. The Deposit together with any interest shall be credited toward the Purchase Price.

2.2.2 Promissory Note and Deed of Trust. Within 10 days after the execution of this Agreement, Seller shall deposit into Escrow the following documents in a form approved by Buyer: (i) a Promissory Note for the Purchase Price minus the Deposit and any interest on the Deposit, generally in the form attached as **Exhibit "B"** hereto (the "Note"); (ii) a long-form commercial Deed of Trust in the form to be provided by Escrow Holder and generally attached as **Exhibit "C"** hereto; (iii) a Personal Guaranty for any unpaid real property taxes and costs of reconveyance of the deed generally in the form attached as **Exhibit "D"** hereto. Seller may, in its sole and absolute discretion, assign any such documents.

2.3 Deposit for Escrow Costs. In addition, Buyer shall deposit into escrow the amount necessary to cover any and all escrow costs, as determined by Escrow Holder, in sufficient time for payment on or before the Closing Date.

3. Escrow. Within five (5) business days after both parties' execution of this Agreement (the "Effective Date"), Buyer shall open an escrow at Chicago Title Insurance Company, 1653 N Schnoor St, Madera, CA 93637 ("Escrow Holder") to consummate this transaction, which escrow shall have 120 calendar days to close after the Effective Date, or sooner ("Escrow"). This Agreement shall constitute escrow instructions. Additional Escrow instructions signed by Buyer and Seller shall be delivered to the Escrow Holder within five (5) business days from receipt thereof and shall provide for the requirements for closing.

4. Due Diligence:

4.1 Title. As soon as reasonably possible following the opening of Escrow, Buyer shall pay for a Preliminary Title Report on the subject property, together with full copies of all Exceptions set forth therein, including but not limited to covenants, conditions, restrictions, reservations, easements, rights and rights of way of record, liens, leases and other matters of record. Buyer shall provide a copy of the Preliminary Title Report to Seller. Buyer shall have fifteen (15) days after receipt of said Preliminary Title Report within which to notify Seller and Escrow in writing of Buyer's disapproval of any such Exceptions. In the event of such disapproval, Seller shall have until the time limit of closing of Escrow within which to attempt to eliminate any disapproved Exceptions from the Policy of Title Insurance to be issued in favor of Buyer. Failure of Buyer to disapprove any Exceptions within the above time limit shall be deemed an approval of said Preliminary Title Report. The Policy of Title Insurance shall be a California Land Title Association Standard Coverage Policy with a liability not exceeding the total purchase price and shall be paid for by Buyer.

4.2 Buyer's Due Diligence Inspections and Testing. The Due Diligence Period shall commence 10 days after the Effective Date and shall terminate 60 days later, unless otherwise extended by mutual agreement of the parties. For Escrow to close, before the expiration of the Due Diligence Period, Buyer in its sole and absolute discretion, must approve the physical, environmental and all other conditions of and matters relating to the Property, including but not limited to the suitability of the Property for Buyer's intended use, and all such other matters as Buyer may determine.

4.3 Entry on Property. Buyer shall have the right to enter upon the Property and perform physical inspections, testing, evaluations, studies, analyses and investigations, during normal business hours after providing Seller with reasonable advance notice. Buyer may conduct invasive testing of the Property. Buyer shall use care and consideration in connection with any of its inspections or tests and Seller shall have the right to be present during any inspection and testing of the Property.

Buyer shall indemnify, defend and hold harmless Seller and Seller's officers, directors, employees and agents from any and all claims, damages, liens, stop notices, liabilities, losses, costs and expenses, including reasonable attorneys' fees and court costs, caused by Buyer's inspection and testing of the Property.

4.4 Due Diligence Materials. By the beginning of the Due Diligence Period, Seller shall make available to Buyer copies of all non-confidential documents and information

that Seller has in its possession regarding the Property ("Due Diligence Materials"). Such materials are provided without any warranty as to accuracy and Buyer must make an independent verification of their contents.

4.5 Natural and Environmental Disclosures: Seller shall deliver to Buyer earthquake guides (and questionnaire) and environmental hazards booklet and disclose if property is located in a Special Flood Hazard Area; Potential Flooding (Inundation) Area; Very High Fire Hazard Zone; State Fire Responsibility Area; Earthquake Fault Zone; Seismic Hazard Zone; and disclose any other zone as required by Law and provide any other information required for those zones.

4.6 As Is, Where Is. Buyer acknowledges and agrees that it is purchasing the Property based solely upon Buyer's inspection and investigation of the Property and all documents related thereto or, its opportunity to do so, and Buyer is purchasing the Property in an "AS IS, WHERE IS" condition without relying upon any representations or warranties, express, implied or statutory of any kind.

Without limiting the generality of the foregoing, except as expressly provided in this Agreement, Buyer hereby expressly waives, releases and relinquishes any and all claims, causes of action, rights and remedies Buyer may now or hereafter have against Seller and the officers, attorneys, employees, and agents of Seller, whether known or unknown under any environmental law, common law, in equity or otherwise with respect to (1) any past, present or future presences or existence of Hazardous Materials on, under or about the Property (including, without limitation, in the groundwater underlying the Property) or (2) any past, present or future violations of any environmental laws. The waivers and releases by Buyer herein contained shall survive the Close of Escrow and the recordation of the Grant deed and shall not be deemed merged into the Grant deed upon its recordation.

5.0 Close of Escrow: Escrow shall close upon the satisfaction of all conditions required by the escrow instructions.

5.1 Disclosures. Buyer and Seller shall provide the necessary disclosures under The Foreign Investment in Real Property Tax Act of 1984 and any other forms requested by Escrow Holder.

5.2 Prorations. Taxes, if any, shall be prorated as of the date of recordation of the deed to Buyer. Buyer shall pay the costs of Revenue Stamps and Buyer shall pay all of the Escrow Fees and Title Insurance.

5.3 Grant deed. Upon Close of Escrow, Seller shall convey title to the Property to Buyer by Grant deed in the form set out on **Exhibit "E"** attached hereto and incorporated herein by this reference ("Grant deed"), subject to the certain conditions of title. The deed shall include the transfer of any and all mineral rights on the Property that are owned by Seller.

5.4 Vesting. Seller shall deliver Property to Buyer on close of escrow.

5.5 Agency. Robert Sullivan Real Estate Advisors, Inc. and Sagouspé Real Estate, Inc. are the agents exclusively of Buyer. No commission is owed.

6.0 Remedies/Liquidated Damages. If Buyer fails to complete said purchase as herein provided by reason of any default of Buyer, Seller shall be released from his obligation to sell the property to Buyer and may proceed against Buyer upon any claim or remedy which he may have in law or equity; provided, however, that by placing their initials here. Buyer: () Seller: ().

Buyer and Seller agree that it would be impractical or extremely difficult to fix actual damages in case of Buyer's default, that the amount of the deposit is a reasonable estimate of the damages, and that Seller shall retain the Deposit as its sole right to damages.

7. Notices. All notices provided for in this Agreement shall be in writing and shall be effective when delivered to the recipient by personal delivery or by a commercial delivery service, or three (3) business days after deposit in a sealed envelope in the United States mail, postage prepaid, by registered or certified mail, return receipt requested sent to the addresses set out below. All notices to Escrow Holder shall be sent to Escrow Holder's Address.

Buyer: Madera Industrial Development Partnership
Robert Sullivan

Seller: City of Chowchilla/Successor Agency
130 South Second Street
Chowchilla, CA 93610

8. Amendment. This Agreement along with any exhibits or addenda attached hereto shall constitute the entire Agreement between Seller and Buyer and supersedes any and all prior written or oral agreements between and among the parties and their agents, all of which are merged into or revoked by this Agreement. No waiver by Buyer or Seller of any of the terms or conditions of this Agreement shall be a continuing waiver thereof.

9. Third Parties. This Agreement is entered into for the sole benefit of Buyer and Seller and their respective permitted successors and assigns. No party other than Buyer and Seller and such permitted successors and assigns shall have any right of action under or rights or remedies by reason of this Agreement.

10. Additional Documents. Each party agrees to perform any further acts and to execute and deliver such further documents that may be reasonably necessary to carry out the terms of this Agreement. Any Addendum attached hereto and either signed or initialed by both the Buyer and Seller shall be deemed a part hereof.

11. Assignment. Buyer may assign this Agreement or any interest therein or a controlling interest in Buyer only with Seller's prior written consent, which consent will not unreasonably withheld. Without being relieved of any liability under the contract resulting from Seller's acceptance of this offer, Buyer reserves the right to take title to the subject property in a name other than as shown above.

12. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the heirs, successors and assigns of the parties hereto.

13. Attorneys' Fees. In any action or proceeding arising out of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs as determined by the Court. This provision shall survive termination of this Agreement.

IN WITNESS WHEREOF, Buyer and Seller do hereby execute this Agreement as of the date first written above.

SELLER: CITY/SUCCESSOR AGENCY

By: _____
Printed Name: _____
Title: _____

BUYER:

**MADERA INDUSTRIAL DEVELOPMENT
PARTNERSHIP**

By: _____
Printed Name: _____
Title: _____

APPROVED AS TO FORM:

COTA COLE LLC

By: _____
David Ritchie, City Attorney

Acceptance by Escrow Holder

Escrow Holder acknowledges receipt of the foregoing Agreement and accepts the instructions contained therein.

Dated: _____

Chicago Title Insurance Company

By: _____

Name: _____

Title: _____

EXHIBIT LIST

EXHIBIT "A"	Real Property Legal Description
EXHIBIT "B"	Promissory Note
EXHIBIT "C"	Deed of Trust – long form commercial provided by Escrow
EXHIBIT "D"	Personal Guaranty
EXHIBIT "E"	Grant Deed

Grant

EXHIBIT "A"

REAL PROPERTY LEGAL DESCRIPTION

Real property located in the County of Madera, State of California, described as follows:

(To Be Inserted)

Grant

EXHIBIT "B"

PROMISSORY NOTE

PROMISSORY NOTE

Madera Industrial Development Partnership

RATE OF INTEREST	MATURITY DATE	ISSUE DATE
3%	, 2018	

HOLDER: **CITY OF CHOWCHILLA/CHOWCHILLA SUCCESSOR AGENCY**

PRINCIPAL AMOUNT: **\$395,000 as may be increased herein**

Madera Industrial Development Partnership, a California, a California general partnership (the "Borrower"), for value received, hereby promises to pay to the City of Chowchilla/Successor Agency to the Chowchilla Redevelopment Agency, duly organized and existing pursuant to Health & Safety Code Section 31473 ("Lender") or order (the "Holder"), the principal amount of Three Hundred Ninety Five Thousand Dollars (\$395,000), as that may be increased over time pursuant to this note, plus interest as set out herein, pursuant to the Purchase and Sale Agreement and Joint Escrow Instructions dated as of _____, by and between Borrower and Lender. This Note shall be paid in full on the Maturity Date, as that may be extended from time to time as set out herein, except to the extent prepayment in whole or in part has been sooner made.

1. Borrower shall pay the principal plus interest in accordance with the terms hereinafter set forth:

- (a) In the event that on the one year anniversary date of the Note, Buyer has not obtained any valid and current building permit and commenced construction of a minimum 124,800 sq. ft. commercial building on the Property, the Note shall be cancelled. Buyer shall reconvey the Property to Seller. Seller shall retain the Property and Deposit, and Buyer shall have no further obligation except for the payment of any Property Taxes, reconveyance costs and the amount to remove any other liens against the Property, which shall become a personal obligation of Robert Sullivan and Steve Sagouspe.
- (b) Payment in full under the Note shall be due at the earlier of (i) 24 months after its execution on the Closing Date as defined in the Purchase and Sale Agreement; or (ii) six months after the date of any occupancy in a commercial building of at least 124,800 sq. ft. constructed on the Property.
- (c) The principal balance of the Note shall not bear interest except as provided below.

- (d) In addition to the initial principal balance of the Note, the following additional amounts shall be added to such principal amount: all City commercial development fees pursuant to the adopted City fee schedule in effect on the date on which they are due pursuant to City ordinance, policy or state law.
- (e) The payment date may be extended for two extensions of four (4) months each with prior written agreement of Holder at least 90 days in advance of the due date for payment. The date after the final day of any extension period shall be the "Maturity Date."
- (f) On the Maturity Date, Borrower shall pay to the Holder at the Payment Address the outstanding principal amount of this Note, all accrued and unpaid interest and all other amounts due and payable by Borrower to the Holder.
- (g) All payments shall be made in lawful money of the United States of, to the Holder, or order, at Madera, California, or to such other address or to such account and in such manner as the Holder shall direct in writing to Borrower (the "Payment Address").
- (h) Borrower may, without penalty, prepay all or any portion of this Note. Any payment made shall be credited first to the payment of any late charges or interest owing, then to accrued interest and thereafter to the payment of principal.

2. If full payment is not made on the Maturity Date, without further notice or demand by the Holder, Borrower shall pay a late charge in an amount equal to 10 % of the delinquent payment due and owed to Holder (the "Late Charge"). In addition, the Note shall bear interest at the rate of 3% per year, compounded monthly, until such amount is paid in full to the Holder (the "Default Interest Rate.") Borrower and Holder agree that this late charge and Default Interest Rate represent a reasonable sums considering all of the circumstances existing on the date hereof and represents a fair and reasonable estimate of the costs that Lender will incur by reason of late payment. Borrower and Holder further agree that proof of actual damages would be costly and inconvenient. Acceptance of any payments of the late charge or Default Interest Rate shall not constitute a waiver of a default with respect to the overdue payment and shall not prevent Lender from exercising any of the other rights available hereunder or any other Loan Document. Such Default Interest Rate shall be paid without prejudice to any rights of Holder.

3. After the Maturity Date, if full payment has not been made, the Holder may accelerate payment of the outstanding principal amount of the Note, all accrued and unpaid interest and all other amounts due and payable by Borrower to the Holder under this Note and thereafter immediately may declare an Event of Default under this Note and the Deed of Trust.

4. This Note is secured by a first Deed of Trust of the same date as this Note, executed by Borrower as trustor, in favor of Holder, as beneficiary the "Deed of Trust", and encumbering the real property described in the Deed of Trust ("Property"). The Holder of this Note will be entitled to the benefits of the security provided by the Deed of Trust and will have the right to enforce the covenants and agreements of Borrower contained in the Deed of Trust.

5. Borrower will pay to Holder all sums owing under this Note without deduction, offset, or counterclaim of any kind. The relationship of Borrower and Holder under this Note is solely that of borrower and lender or holder, and the loan evidenced by this Note and secured by the Deed of Trust will in no manner make Lender the partner or joint venturer of Borrower.

6. No previous waiver or failure or delay by Lender or Holder in acting with respect to the terms of this Note or the Deed of Trust will constitute a waiver of any breach, default, or failure of condition under this Note or the Deed of Trust. A waiver of any term of this Note or the Deed of Trust must be made in writing and will be limited to the express written terms of the waiver. If there are any inconsistencies between the terms of this Note and the terms of the Agreement for Purchase and Sale, the terms of this Note will prevail.

7. This Note, when delivered, shall constitute a legal, valid and binding obligation of Borrower, enforceable in accordance with its terms.

8. This Note and the Deed of Trust constitute the entire understanding and agreement of the parties as to the matters set forth herein and therein. No alteration of or amendment to this Note shall be effective unless given in writing and signed by the Holder and Borrower.

9. If a court of competent jurisdiction finds any provision of this Note to be invalid or unenforceable as to any person or circumstance, such finding shall not render that provision invalid or unenforceable as to any other persons or circumstances. If feasible, any such offending provision shall be deemed modified to be within the limits of enforceability or validity; provided, however, in the event that the offending provision cannot be so modified, it shall be stricken and all other provisions of this Note in all respects shall remain valid and enforceable.

10. Should an Event of Default occur, with or without the filing of any legal action or proceeding, Borrower will immediately pay to Lender on demand all attorneys' fees and other costs incurred by Lender, together with interest from the date of the demand until paid at the Default Interest Rate.

IN WITNESS WHEREOF, Borrower has caused the Note to be executed as of this ____ day of _____, 20__.

MADERA INDUSTRIAL DEVELOPMENT
PARTNERSHIP

By: _____

Robert Sullivan, its General Partner

By: _____

Steve Sagouspe, its General Partner

EXHIBIT "E"

GRANT DEED

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Madera Industrial Development Partnership

MAIL TAX STATEMENTS TO

Same as above

Recorded fee exempt pursuant to Govt. Code Section 6103

(Space Above For Recorder's Use)

GRANT DEED

COUNTY OF MADERA,

STATE OF CALIFORNIA

ANY DOCUMENTARY TRANSFER TAX IS SHOWN BY SEPARATE AFFIDAVIT NOT OF RECORD.

FOR VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, the Successor Agency to the City of Chowchilla Redevelopment Agency, a California public agency organized and operated pursuant to Health & Safety Code Section 34177, ("Grantor") hereby GRANTS to MADERA INDUSTRIAL DEVELOPMENT PARTNERSHIP, ("Grantee") the real property in the County of Madera , State of California, described on **Exhibit "1"** attached hereto and incorporated herein by this reference (the "Property").

SUBJECT TO all defects, exceptions, restrictions, easements, rights of way and encumbrances set forth on **Exhibit "2"** attached hereto (collectively, the "**Permitted Exceptions**").

Dated: _____

SUCCESSOR AGENCY

By: _____

ATTACH NOTARY JURAT

Grant

EXHIBIT "1" TO EXHIBIT "E"

Real property located in the County of Madera, State of California, described as follows:

(To Be Inserted)

EXHIBIT "2" TO EXHIBIT "E"

Grant

Grant

AGREEMENT OF PURCHASE AND SALE
AND JOINT ESCROW INSTRUCTIONS

By and Between

THE SUCCESSOR AGENCY TO THE
CITY OF CHOWCHILLA REDEVELOPMENT AGENCY

as Seller

and

MADERA INDUSTRIAL DEVELOPMENT PARTNERSHIP

as Buyer

Dated as of _____, 201_

Grant

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COUNCIL RESOLUTION # -16

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHOWCHILLA, CALIFORNIA APPROVING A PURCHASE AND SALE AGREEMENT WITH MADERA INDUSTRIAL DEVELOPMENT PARTNERSHIP FOR THE PURCHASE OF APN 022-250-053 AND UPON OVERSIGHT BOARD APPROVAL, AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE SUCH DOCUMENTS AND TAKE ANY AND ALL OTHER NECESSARY ACTIONS TO CARRY OUT SUCH PURCHASE AND SALE AND CONFIRMING A CEQA EXEMPTION

WHEREAS, the City of Chowchilla acting as the Successor Agency is the owner of a vacant 26.28 acre parcel, APN 022-250-053, located at Hwy. 99 and Chowchilla Boulevard (the "Property") that the Department of Finance has approved for sale through the Long Range Property Management Plan with the consent of the Oversight Board; and

WHEREAS, since 2014, the City has been negotiating with Madera Industrial Development Partnership for its acquisition and development of such property for commercial and/or industrial uses; and

WHEREAS, Madera Industrial Development Partnership is a general partnership composed of long-time local real estate professionals, Robert Sullivan and Steve Sagouspe; and

WHEREAS, the Successor Agency has obtained an appraisal of the Property made the Partnership (or "Buyer") has made an offer to purchase the Property for that appraised prices; and

WHEREAS, pursuant to the terms of such offer, the Successor Agency staff, working with the Buyer, has prepared the Purchase and Sale Agreement and Joint Escrow Instructions attached as Exhibit A to this Resolution as if fully set forth herein (the Purchase and Sale Agreement); and

WHEREAS, such Purchase and Sale Agreement has been reviewed by and is acceptable to Buyer, who will open escrow upon its execution by both parties; and

WHEREAS, this Agreement is exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Guidelines Sections 15160 (c) and 15061(b)(3) because it is not likely to result in any direct or reasonably foreseeable indirect change in the physical environment.

NOW, THEREFORE, the City Council of the City of Chowchilla, acting as the Successor Agency to the City's Redevelopment Agency, does resolve and order as follows:

1. The Recitals set out above are true and correct.
2. The Successor Agency has reviewed and approves the Purchase and Sale Agreement and Joint Escrow instructions attached as Exhibit "A" to this Resolution.
3. The Successor Agency authorizes the Mayor as the Chair of the Successor Agency or the City Administrator as staff to the Successor Agency to execute the Agreement and further authorizes the City Administrator to take any and all necessary action to implement the provisions thereof and of this Resolution.

4. The Successor Agency confirms that this action is exempt from CEQA and directs the filing of a Notice of Exemption.

PASSED AND ADOPTED by the City of Chowchilla this 12th day of January, 2016 by the following vote to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

Mayor Waseem Ahmed

ATTEST:

Joann McClendon, CMC
Interim City Clerk

SUCCESSOR AGENCY RESOLUTION # -16

A RESOLUTION OF THE SUCCESSOR AGENCY OF THE CITY OF CHOWCHILLA, CALIFORNIA APPROVING A PURCHASE AND SALE AGREEMENT WITH MADERA INDUSTRIAL DEVELOPMENT PARTNERSHIP FOR THE PURCHASE OF APN 022-250-053 AND UPON OVERSIGHT BOARD APPROVAL, AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE SUCH DOCUMENTS AND TAKE ANY AND ALL OTHER NECESSARY ACTIONS TO CARRY OUT SUCH PURCHASE AND SALE AND CONFIRMING A CEQA EXEMPTION

WHEREAS, the City of Chowchilla acting as the Successor Agency is the owner of a vacant 26.28 acre parcel, APN 022-250-053, located at Hwy. 99 and Chowchilla Boulevard (the "Property") that the Department of Finance has approved for sale through the Long Range Property Management Plan with the consent of the Oversight Board; and

WHEREAS, since 2014, the City has been negotiating with Madera Industrial Development Partnership for its acquisition and development of such property for commercial and/or industrial uses; and

WHEREAS, Madera Industrial Development Partnership is a general partnership composed of long-time local real estate professionals, Robert Sullivan and Steve Sagouspe; and

WHEREAS, the Successor Agency has obtained an appraisal of the Property made the Partnership (or "Buyer") has made an offer to purchase the Property for that appraised prices; and

WHEREAS, pursuant to the terms of such offer, the Successor Agency staff, working with the Buyer, has prepared the Purchase and Sale Agreement and Joint Escrow Instructions attached as Exhibit A to this Resolution as if fully set forth herein (the Purchase and Sale Agreement); and

WHEREAS, such Purchase and Sale Agreement has been reviewed by and is acceptable to Buyer, who will open escrow upon its execution by both parties; and

WHEREAS, this Agreement is exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Guidelines Sections 15160 (c) and 15061(b)(3) because it is not likely to result in any direct or reasonably foreseeable indirect change in the physical environment.

NOW, THEREFORE, the City Council of the City of Chowchilla, acting as the Successor Agency to the City's Redevelopment Agency, does resolve and order as follows:

1. The Recitals set out above are true and correct.
2. The Successor Agency has reviewed and approves the Purchase and Sale Agreement and Joint Escrow instructions attached as Exhibit "A" to this Resolution.
3. The Successor Agency authorizes the Mayor as the Chair of the Successor Agency or the City Administrator as staff to the Successor Agency to execute the Agreement and further authorizes the City Administrator to take any and all necessary action to implement the provisions thereof and of this Resolution.

4. The Successor Agency confirms that this action is exempt from CEQA and directs the filing of a Notice of Exemption.

PASSED AND ADOPTED by the City of Chowchilla Successor Agency this 12th day of January, 2016 by the following vote to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

Chair Waseem Ahmed

ATTEST:

Joann McClendon, CMC
Board Clerk



REPORT TO THE CITY COUNCIL

Council Meeting of January 12, 2016

Agenda Section:	<u>New Business</u>
SUBJECT:	Consideration of Resolution # -16 Approving the Loan Portfolio Management Services Agreement between the City of Chowchilla and Self Help Enterprises and granting authority to City Administrator to enter into contract with Self Help Enterprises
Prepared By:	<u>Sherri Dueker, Accounting Manager</u>
Reviewed By:	<u>Rod Pruett, Finance Director</u>
Approved By:	<u>Brian Haddix, City Administrator</u>

RECOMMENDATION:

Council approve resolution accepting Agreement for Loan Portfolio Management Services between the City of Chowchilla and Self Help Enterprises

HISTORY / BACKGROUND:

The City of Chowchilla has been utilizing Self Help Enterprises, a nonprofit Community Development Organization since 1995. As the result of an RFP solicited in February of 2015, a proposal was submitted by Self Help Enterprises (SHE) to the City in May of 2015, and through the selection process, the City accepted the bid from Self Help Enterprises. An agreement for Loan Portfolio Management Services was submitted and entered into on January 12, 2016 with a term of 3 years from the date of signature, thereby terminating on January 12, 2019.

FINANCIAL IMPACT:

Financial cost of this contract is paid for through Program Income.

SUPPLEMENTS ATTACHED:

- Resolution
- Contract
- Score Sheets

SPECIAL INSTRUCTIONS:

City Clerk to facilitate signatures, filing of the original

COUNCIL RESOLUTION # -16

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHOWCHILLA,
CALIFORNIA, ADOPTING THE LOAN PORTFOLIO MANAGEMENT SERVICES
AGREEMENT FOR SERVICES WITH SELF-HELP ENTERPRISES**

WHEREAS, the City of Chowchilla and Self Help Enterprises have worked cooperatively and through contractual agreements since 1995, and

WHEREAS, Self Help Enterprises (SHE) responded in with a proposal to a City RFP for acceptance of contract services, and

WHEREAS, the City Administrator and the President/CEO of SHE executed an agreement for services dated January 12, 2016 and to remain in effect until January 12, 2019, and

WHEREAS, the current administrative staff of the City of Chowchilla finds the work to be of good quality and costs thereof submitted by SHE to be reasonable,

WHEREAS, the current City Administrator of the City of Chowchilla is authorized to enter into contract with Self Help Enterprises,

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

1. The above recitals are true and correct.
2. The City of Chowchilla City Council approves the agreement listed above and its continuation through January 12, 2019.
3. The City of Chowchilla City Council authorizes City Administrator to enter into contract with Self Help Enterprises for Loan Portfolio Management Services.

PASSED AND ADOPTED by the City Council of the City of Chowchilla this 12th day of January, 2016 by the following vote to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Waseem Ahmed, Mayor

ATTEST:

Joann McClendon, CMC
Interim City Clerk

City of Chowchilla
Loan Portfolio Management Services
AGREEMENT FOR SERVICES
With Self-Help Enterprises

THIS AGREEMENT is made and entered into this _____ day of January, 2016, by and between the City of Chowchilla, a political subdivision of the State of California, hereinafter referred to as "CITY," and Self-Help Enterprises, a California nonprofit corporation, hereinafter referred to as "SHE," as follows:

WHEREAS, CITY has received federal and state housing grants from the State of California Department of Housing and Community Development (HCD); and

WHEREAS, CITY has created a housing loan portfolio from activities funded under these grants; and

WHEREAS, CITY desires assistance to maintain administrative and financial systems for its housing loan portfolio; and

WHEREAS, SHE was incorporated for the purpose of promoting better living conditions for low income persons through the development of new housing and related community facilities and through the repair and rehabilitation of existing housing; and

WHEREAS, SHE has the expertise and staff to administer a housing loan portfolio;

THEREFORE, it is agreed as follows:

1. SHE RESPONSIBILITY: SHE shall provide the following ongoing housing loan services
 - a. Handle Fair Housing and Section 504 complaints;
 - b. Set-up borrower loan payment accounts in SHE's Loan Portfolio Management software tracking system;
 - c. Provide payment coupons, as needed;
 - d. Track loan payments received by the City;
 - e. Follow up on delinquent loan payments;
 - f. Follow up on delinquent or canceled insurance for participants with loans;
 - g. Force place insurance;
 - h. Follow up on delinquent property taxes for participants with loans;
 - i. Annually request proof of residency from owner/occupant participants;
 - j. Ensure that any conversion of property rehabilitated with City funds meets current program requirements;
 - k. Provide mortgage verification;
 - l. Process title changes of property;
 - m. Process release of grants at end of term;

- n. Process demands, payoffs, and reconveyances;
- o. Process request for approval of short sale;
- p. Process defaults and foreclosures, as directed by the City;
- q. Handle subordination requests;
- r. Handle assumptions and loan term amendments. Note – Loan assumptions are not eligible for CalHome-funded loans;
- s. Process request for removal of responsible party on loan;
- t. Investigate report of change in occupancy from owner-occupant to renter;
- u. Provide annual interest paid statements to participants;
- v. Report interest paid on loans as required by Federal regulations; and
- w. Prepare and retain all pertinent records and documents sufficient to reflect all costs submitted by SHE for Loan Portfolio Management services. Retain such records and documents for a period of a minimum of five (5) years from the date of final payment.

2. **CITY RESPONSIBILITY:**

CITY shall be responsible for the following:

- a. Receive and record housing loan payments;
- b. Monthly, provide SHE the amount and date of loan payments, and insurance confirmations received;
- c. Forward to SHE all Fair Housing or Section 504 complaints, foreclosure notices, and notices from insurance companies, or requests for deed reconveyance.
- d. Verify all records and documents, and monitor and evaluate the activities of SHE to ensure compliance with the terms of this Agreement.

3. **BUDGET – 2015/2016:** The estimated Loan Portfolio Management budget is twenty four thousand forty dollars (\$24,040) for services rendered under this Agreement, as defined below:

2015/2016	
Fees for Services	\$23,040
<u>Direct Charges</u>	<u>\$1,000</u>
Total Charges	\$24,040

In June of each subsequent year, SHE shall provide CITY with an estimated budget based on the size of the loan portfolio. This budget may be increased by the City Administrator, not to exceed 20% per year based on negotiations with SHE, without City Council review.

4. **FEES FOR SERVICES** – Charges for Loan Portfolio Management services will be at the rate of \$16 per loan per month, currently estimated at 110 and estimated not to exceed 120 during the 2015-2016 fiscal year. If the Portfolio increases above 120 loans, a budget increase may be necessary. The fee includes salary and benefits, travel and overhead including: routine clerical and administrative support, office expense, space, telephone, etc.

5. DIRECT CHARGES: SHE will bill for the reimbursement of costs associated with payment of forced insurance, recording fees, title fees, and tax fees on a case-by-case basis with the approval of the CITY. The Direct Charges budget is an estimate based on the size of the loan portfolio. Increases in this budget may be necessary if actual costs exceed the amount budgeted.

6. METHOD OF PAYMENT: CITY shall pay SHE for services rendered under this Agreement, as follows:
 - a. On or before the fifteenth day of each month, SHE shall submit an invoice for fees and charges applied to performance of this Agreement during the previous month.
 - b. SHE shall submit its final invoice under this Agreement within fifteen (15) days following the expiration date of this Agreement.
 - c. CITY shall make payment to SHE within thirty (30) days after receipt of a proper invoice.

7. INSPECTION AND AUDIT: CITY may inspect all applicable records and may cause to be audited invoices and supporting data relative to the funds paid by CITY to SHE.

8. INSURANCE AND HOLD HARMLESS: SHE shall carry workers compensation insurance in accordance with workers compensation laws of the State of California. To the fullest extent permitted by law, SHE will indemnify CITY, its officials and employees against and hold them harmless from any and all liability for damages on account of injury to persons or damage to property resulting from or arising out of the performance by SHE of this Agreement and reimburse CITY, its officials and employees for all costs, expenses and losses incurred by them in consequence of any claims, demands or causes of action which may be brought against them arising out of the performance by SHE of this Agreement. SHE shall furnish CITY with a Certificate of Insurance with combined single limits of at least \$1,000,000 for bodily injuries and property damages on each occurrence. The Certificate of Insurance shall state that the contractual liability assumed under this Agreement is covered and shall provide that a ten (10) day notice of cancellation or reduction in coverage shall be given to CITY. Certificates of said coverage shall be filed with CITY before any work commences.

9. TERM OF CONTRACT:
 - a. This Agreement shall take effect when it has been signed by both parties and shall expire three years from that date.
 - b. This Agreement shall inure to the benefit of and be binding upon the parties hereto, their heirs, successors, survivors, and assigns.

10. TERMINATION: This Agreement may be terminated by either party by giving thirty (30) days prior written notice to the other. Any funds due SHE will be forwarded by CITY to SHE.

11. COMPLIANCE WITH ALL LAWS: SHE shall comply with all applicable Federal, State, and local laws and regulations, including but not limited to laws and regulations pertaining to conflicts of interest.

IN WITNESS WHEREOF, the parties have executed this Agreement effective on the day and in the year first set forth above.

CITY OF CHOWCHILLA

SELF-HELP ENTERPRISES

Charles Brian Haddix
City Administrator
for the City of Chowchilla

Thomas J. Collishaw
President and CEO

EXHIBIT "A"

STANDARD CONTRACT LANGUAGE -- ALL CONTRACTS

1. Nondiscrimination Clause: During the performance of this contract, Contractor and its subcontractors, as well as their agents and employees, shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, sexual orientation, gender identity, race, color, ancestry, religious creed, national origin, disability (including HIV and AIDS), medical condition (including, but not limited to, health impairments related to or associated with a diagnosis of cancer), age (over 40 years of age), marital status, and use of or denial of family and medical care leave or use of or denial of pregnancy disability leave. Contractors and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free some such discrimination and harassment. Contractor and subcontractors, as well as their agents and employees, shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12990 et seq.) and the applicable regulations promulgated hereunder (Title 2, California Code of Regulations, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990 (a)-(f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this contract by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

Contractor shall include the nondiscrimination compliance provisions of this clause in all subcontracts to perform work under the contract.

2. National Labor Relations Board Certification: The Contractor warrants by execution of this Agreement and does swear under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of a federal court, which orders the Contractor to comply with an order of the National Labor Relations Board. (Cal. Public Contract Code § 10296) (Not applicable to public entities.)
3. Relocation: The Contractor shall comply with all requirements of applicable California relocation law (Gov. Code, § 7260 et seq. and the regulations promulgated thereunder at Cal. Code Regs., tit. 25, § 6000 et seq.). Any relocation plan for the Development shall be subject to the review and approval by the State.
4. Americans with Disabilities Act (ADA) of 1990: By signing this Agreement, Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, (42 U.S.C. § 12101 et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.
5. Drug Free Workplace: By signing this contract, the contractor or grantee hereby certifies under penalty of perjury under the laws of the State of California that the contractor or grantee will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq.) and will provide a drug-free workplace by taking the following actions:

- a. Publish a statement notifying employees that unlawful manufacture distribution, dispensation, possession or use a controlled substance is prohibited and specifying actions to be taken against for violations.
- b. Establish a Drug-Free Awareness Program to inform employees about:
 - i. The dangers of drug abuse in the workplace;
 - ii. The person's or organization's policy of maintaining a drug-free workplace;
 - iii. Any available counseling, rehabilitation, and employee assistance programs; and,
 - iv. Penalties that may be imposed upon employees for abuse violations.
- c. Every employee who works on the proposed contract will:
 - i. Receive a copy of the company's drug-free workplace policy statement; and
 - ii. Agree to abide by the terms of the company's statement as a condition of employment on the contract.

6. Union Organizing:

- a. Contractor, by its execution of this Agreement, hereby acknowledges that it has read the prohibitions on use of state funds and facilities to assist, promote, or deter union organizing set forth in Chapter 6 of Part 2 of Division 4 of Title 2 of the Government Code, commencing with Section 16645.
- b. By signing this Agreement, Contractor hereby certifies that none of the funds being provided hereunder will be used to assist, promote, or deter union organizing.
- c. If the assistance provided hereunder is in the form of a grant, Contractor shall account for the grant funds as follows:
 - (1) State funds designated by Contractor for use for a specific expenditure shall be accounted for as allocated to that expenditure.
 - (2) State funds not so designated shall be allocated on a pro rata basis to all expenditures by the Contractor that support the program or project for which the grant is made.
- d. If Contractor is a private employer or if the assistance provided hereunder is in the form of a grant, and Contractor makes expenditures, regardless of source of funds, to assist, promote, or deter union organizing, Contractor shall maintain records sufficient to show that State funds have not been used for those expenditures.

EXHIBIT B

STANDARD CONTRACT LANGUAGE: ALL CONTRACTS AND SUBCONTRACTS

1. The Civil Rights, HCD, and Age Discrimination Acts Assurances:
During the performance of this Agreement, the Grantee assures that no otherwise qualified person shall be excluded from participation or employment, denied program benefits, or be subjected to discrimination based on race, color, national origin, sex, age, or handicap, under any program or activity funded by this contract, as required by Title VI of the Civil Rights Act of 1964, Title I of the Housing and Community Development Act of 1974, as amended, and the Age Discrimination Act of 1975, and all implementing regulations.

2. Rehabilitation Act of 1973 and the “504 Coordinator”
The Grantee further agrees to implement the Rehabilitation Act of 1973, as amended, and its regulations, 24 CFR Part 8, including, but not limited to, for Grantees with 15 or more permanent full or part time employees, the local designation of a specific person charged with local enforcement of this Act, as the “504 Coordinator”.

3. The Training, Employment and Contracting Opportunities for Business and Lower Income Persons Assurance of Compliance:
 - a) The grant activity to be performed under this Agreement is on a project assisted under a program providing direct federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C 1701u. Recipients, contractors and subcontractors shall direct their efforts to provide, to the greatest extent feasible, training and employment opportunities generated from the expenditure of Section 3 covered assistance to Section 3 residents in the order of priority provided in 24 CFR 135.34(a)(2).

 - b) The parties to this Agreement will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.

 - c) The Grantee will include these Section 3 clauses in every contract and subcontract for Work in connection with the grant activity and will, at the direction of the State, take appropriate action pursuant to the contract or subcontract upon a finding that the Grantee or any contractor or subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135 and, will not let any contract unless the Grantee or contractor or subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

 - d) Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of the Agreement shall be a condition of the federal financial assistance provided to the project, binding upon the Grantee, its successors and assigns. Failure

to fulfill these requirements shall subject the Grantee, its contractors and subcontractors, its successors and assigns to those sanctions specified by the grant or contract through which federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

4. Assurance of Compliance with Requirements Placed on Construction Contracts of \$10,000 or more

The Grantee hereby agrees to place in every contract and subcontract for construction exceeding \$10,000 the Notice of Requirement for Affirmative Action to ensure Equal Employment Opportunity (Executive Order 11246), the Standard Equal Employment Opportunity, and the Construction Contract Specifications. The Grantee furthermore agrees to insert the appropriate Goals and Timetables issued by the U.S. Department of Labor in such contracts and subcontracts.

5. Labor Standards –Federal Labor Standards Provisions

The Grantee shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of:

Davis-Bacon Act (40 U.S.C. § 276a, revised at 40 U.S.C. § 3142) requires that workers receive no less than the prevailing wages being paid for similar work in their locality. Prevailing wages are computed by the Department of Labor and are issued in the form of Federal wage decisions for each classification of work. The law applies to most construction, alteration, or repair contracts over \$2,000.

Copeland “Anti-Kickback” Act (18 U.S.C. § 874) requires that workers be paid at least once a week without any deductions or rebates except permissible deductions.

Contract Work Hours and Safety Standards Act–CWHSSA (40 U.S.C. § 3701 et seq.) requires that workers receive “overtime” compensation at a rate of 1-1/2 times their regular hourly wage after they have worked 40 hours in one week.

Title 29, Code of Federal Regulations, Subtitle A, Parts 1, 3 and 5 are the regulations and procedures issued by the Secretary of Labor for the administration and enforcement of the Davis-Bacon Act, as amended.

**City of Chowchilla
(Bid Evaluation) Score Sheet
RFP
Implementation and Loan Servicing
City Housing Programs
Due: 5/26/15**

Evaluation Scoring: Each category has its own point value (see category for max points) for a total of 100 points

List of proposals:

<i>Evaluation Factors:</i>	<i>Self Help Enterprises Visalia</i>	<i>Adams Ashby Sacramento</i>					
Completeness and thoroughness of proposal and how it relates to meeting the objectives of the RFP- 30 POINTS	28	15					
General firm and/or individual experience (qualifications for First-Time Home Buyer and Housing Rehabilitation Implementation & Loan Servicing)- 20 POINTS	20	16					
Firms integrity, experience, references- 15 POINTS	14	11					
Staffing availability- 15 POINTS	15	10					
Knowledge of the City of Chowchilla- 10 POINTS	10	5					
Reasonableness of cost- 10 POINTS	8	9					
Total Points:	95	66					

Reviewer Notes: Adams Ashby only responded to the Loan Servicing element of the RFP. The City would like to have both the Loan Servicing and the Implementation done by the same firm. Since Self Help is the only response that addresses both Loan Servicing and Implementation this would be considered a Sole Source and we will get State approval.

Signature  Date 7/21/15

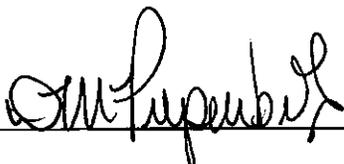
**City of Chowchilla
(Bid Evaluation) Score Sheet
RFP
Implementation and Loan Servicing
City Housing Programs
Due: 5/26/15**

Evaluation Scoring: Each category has its own point value (see category for max points) for a total of 100 points

List of proposals:

<i>Evaluation Factors:</i>	<i>Self Help Enterprises Visalia</i>	<i>Adams Ashby Sacramento</i>					
Completeness and thoroughness of proposal and how it relates to meeting the objectives of the RFP- 30 POINTS	30	20					
General firm and/or individual experience (qualifications for First-Time Home Buyer and Housing Rehabilitation Implementation & Loan Servicing)- 20 POINTS	20	15					
Firms integrity, experience, references- 15 POINTS	15	12					
Staffing availability- 15 POINTS	15	10					
Knowledge of the City of Chowchilla- 10 POINTS	10	6					
Reasonableness of cost- 10 POINTS	10	8					
Total Points:	100	71					

Reviewer Notes:

Signature 

Date 7/21/2015

**City of Chowchilla
(Bid Evaluation) Score Sheet
RFP
Implementation and Loan Servicing
City Housing Programs
Due: 5/26/15**

Evaluation Scoring: Each category has its own point value (see category for max points) for a total of 100 points

List of proposals:

<i>Evaluation Factors:</i>	<i>Self Help Enterprises Visalia</i>	<i>Adams Ashby Sacramento</i>					
Completeness and thoroughness of proposal and how it relates to meeting the objectives of the RFP- 30 POINTS	26	17					
General firm and/or individual experience (qualifications for First-Time Home Buyer and Housing Rehabilitation Implementation & Loan Servicing)- 20 POINTS	17	13					
Firms integrity, experience, references- 15 POINTS	13	10					
Staffing availability- 15 POINTS	13	9					
Knowledge of the City of Chowchilla- 10 POINTS	8	6					
Reasonableness of cost- 10 POINTS	8	7					
Total Points:	85	62					

Reviewer Notes:

Signature 

Date 5/27/15



REPORT TO THE CITY COUNCIL

Council Meeting of January 12, 2016

Agenda Section:	<u>New Business</u>
SUBJECT:	Council Member Appointments Made by the Mayor to Collaborative Agencies
Prepared By:	<u>Joann McClendon, Interim City Clerk</u>
Approved By:	<u>Brian Haddix, City Administrator</u>

RECOMMENDATION

That the Council ratify the Mayors Collaborative Agencies appointments.

HISTORY / BACKGROUND

Council Members sit on collaborative agencies and committees such as the Madera County Council on Aging, Madera County Coalition, Red Top JPA etc. Madera County LAFCO and Madera County Transit Committee have a \$100 stipend per meeting

FINANCIAL ANALYSIS

There is no financial impact to the City.

ATTACHMENTS

2015 Appointment List.

SPECIAL INSTRUCTIONS:

Direct the City Clerk to update the appointments list and amend the Form 806 and repost to the City's website as required by the FPPC.

COUNCIL COMMITTEES AND APPOINTMENTS - COLLABORATIVE AGENCIES

LONG TERM - COLLABORATIVE AGENCIES COMMITTEES (2015)					
COLLABORATIVE AGENCIES				COUNCIL MEMBER	
COMMITTEE NAME	CONTACT	FPPC Filing Required?	DATE/TIME & LOCATION	PRIMARY	ALTERNATE
MADERA CO. COUNCIL ON AGING	Robin Bravo, City of Madera, Parks & Recreation (559) 661-5495 *Olga Saucedo Garcia (559) 661-5426 701 E 5th Street, Madera CA 93638	NO	Normally 1st Thursday - 10:00am Meets at: Location and Date varies and is set at meeting for next meeting	Mary Gaumnitz	Dennis Haworth
Advisory on the operation of the Older Adult Services Division, which is part of the City of Madera's Parks Community Services Department and provides a lead position for county-wide senior citizens 60 years of age and older. The emphasis and purpose is to create opportunities for social contacts, recreation, nutritious meals, special outings, health services, information & assistance, transit, and resource information. City of Chowchilla has transit agreements with County of Madera, City of Madera, and FMAAA. *Primary contact					
SAN JOAQUIN VALLEY AIR POLLUTION CITIZENS ADVISORY BOARD (SJVUAPCD)	Michelle Franco (559) 230-6038	NO	1st Tuesday - 10:00am Central Region Office Governing Board Room 1990 E. Gettysburg Ave., Fresno	Waseem Ahmed	Dennis Haworth
Advisory Board to the Board Directors of the SJVUAP District. Appt made by County Selection Committee.					
LOCAL AGENCY FORMATION COMMISSION (LAFCO)**	Contact: Dave Braun Telephone: (559) 675-7821 Fax: (559) 675-6573	YES	4th Wednesday - 6:00pm 200 West 4th Street Room 3005 Madera, CA	Waseem Ahmed	Richard Walker
Reviews and considers final action in all countywide annexations of land as it relates to cities & districts in the County. Appt made by City Slection Cmte					
MADERA CO ECONOMIC DEV COMMISSION	Bobby Kahn, Executive Director 675-7768	YES	2nd Wednesday - 3:00pm January, April, July, October 2425 W. Cleveland Ave. Ste. 101 Madera	Waseem Ahmed	Dennis Haworth
MADERA CO ECONOMIC DEV COMMISSION - EXECUTIVE BOARD	Bobby Kahn, Executive Director 675-7769	YES	1st Wednesday - 7:30am as needed - 2425 W. Cleveland Ave. Ste. 101 Madera	Waseem Ahmed	Dennis Haworth
City Appointment that watches over our contribution as a Joint Powers member in the EDC. One Council Member and alternated required as part of the agreement.					
MADERA COUNTY COALITION	Tanna Boyd, Chief Clerk of the Board 675-7700	NO	1st Monday - 7:00am Farnesi's Restaurant, Madera	John Chavez	Waseem Ahmed
Mayor and Mayor Pro Tem are encouraged to attend. Representatives from the cities of Madera and Chowchilla w/ Madera Co Board and other administrators/representatives in the County to discuss joint issues.					

City of Chowchilla

COUNCIL COMMITTEES AND APPOINTMENTS - COLLABORATIVE AGENCIES

COMMUNITY ACTION PARTNERSHIP OF MADERA COUNTY	Nicole Desmond (559) 673-9173	YES	2nd Thursday - 5:30pm 1225 Gill Avenue, Madera	Dennis Haworth	Mary Gaumnitz
Nonprofit corporation with joint efforts by the Madera County Board of Supervisors and a Bd of Directors representing elected officials, low income, labor, business, education, religion, and other major private organizations to address social programs and services for individuals and families in the community.					
CITIZEN'S PRISON ADVISORY COMMITTEE	Contact: CRO Dawson 559-665-5531 x5104	NO	1st Thursday - 3:00pm Even months Only Valley State Prison for Women	Richard Walker	Dennis Haworth
Council and Staff advisory regarding issues and concerns that affect the institutions and the community. The public may attend.					
MADERA CO. RAN BOARD	Tanna Boyd, Chief Clerk of the Board 675-7700	YES	3rd Wednesday - as needed - 2:30pm, County of Madera 200 West 4th Street , Madera	Richard Walker	Waseem Ahmed
The Madera County CAL-ID Remote Access Network Board was established through Penal Code and Vehicle Code sections that allow for \$1 in additional Vehicle License Fees (VLF) to be collected to establish fingerprint identification networks at a county level. Appt made by City Selection Cmte					
CHOWCHILLA CHAMBER OF COMMERCE	Jacki Flanagan, Manager 559-665-5603	NO	2nd Wednesday - 12:00pm Civic Center Public Training Room	Richard Walker	Mary Gaumnitz
City Representative to the Chamber of Commerce					
RED TOP JPA	Doug Welch, Chowchilla Water District 327 S. Chowchilla Blvd. (559) 665-3747	NO	As Needed; No less than annually; to be noticed	Dennis Haworth	Richard Walker
Joint Powers Authority with between the City of Chowchilla, Chowchilla Water District, and Red Top Water District. Discussion of groundwater issues regarding abundance/depletion.					
MCTC/LTA/MPO (County Trans Comm)**	Patricia Taylor 559-675-0721 559-675-9328 FAX Contact Person: Sheila Kingsley x10	YES	2001 Howard Road, Ste 201 Madera	Waseem Ahmed	Richard Walker
Countywide municipal planning organization for transportation, roads, infrastructure.					
LEAGUE OF CA CITIES - CENTRAL DIVISION EXECUTIVE BOARD	Stephen Qualls, Cen Valley Regional Public Affairs Manager (209) 614-0118	NO	2nd Thursday - 7:00pm Location Rotates/Noticed	John Chavez	Waseem Ahmed
LOCC Central Valley Division has an Exec Board that meets to give guidance to the general populace as it relates to legislations, dues, and other items as they arise. City Administrator is assigned as alternate if Council Member not available.					
**Denotes which Committees provide \$100 stipends.					
NOTE: All Committees and Commissions as it relates to the utilization of City Staff, or Resources, is coordinated/delegated/authorized by the City Administrator to the Dept Head or as designated. Meetings should be scheduled bi-monthly or more often when needed					