



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

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

**January 26, 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](http://www.ci.Chowchilla.CA.US).

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

**CALL TO ORDER**

**ROLL CALL:**

Mayor/Chairman: 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 Labor Negotiators, Gov. Code Section 54957.6**  
Negotiating Parties: CCOEA, CCEA, CPOA, MMC, Management

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 Proclamation – Moses “Curly” Hubbard

**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 Town Hall Community Engagement Workshops (Piepenbrok)
- B) Water Line Repair Procedure Memo (Locke)

**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 January 12, 2015 Regular City Council Meeting Minutes (McClendon)**
- 3.2 Approval of the January 12, 2015 Special City Council Meeting (Pruett)**
- 3.3 Consideration of Monthly Financial Reports for November and December 2015 (Pruett)**

**PUBLIC HEARINGS – Section 4****DEFERRED BUSINESS – Section 5**

**NEW BUSINESS – Section 6**

- 6.1 Council Resolution # -16, Approve Request to Waive the Public Employee Pension Reform Act (PEPRA) 180-Day Wait Period for Post-Retirement Employment to Fill a Critically Needed Position for a Limited Duration, Pursuant to Government Code 7522.56 (Locke)
- 6.2 Council Resolution # -16, Approving a Budget Increase to the Greenhills Assessment District Fund Due to Unanticipated Revenue (Pruett)
- 6.3 Council Resolution # -16, Authorizing the Application for Federal Aviation Administration 2016-17 Entitlement Funds to be Applied for Planning Activities at the City of Chowchilla Municipal Airport (Locke)
- 6.4 Council Resolution # -16, Approving the Updated Form Hangar and Fixed Base Operation Lease Agreements and Delegating Signature Authority to the City Administrator (Locke)
- 6.5 Council Resolution # -16, Approving a Budget Increase to the Streets and Roads Fund for the Robertson Boulevard and 11<sup>th</sup> Street Pedestrian Facility Improvement Project (Pruett)
- 6.6 Council Resolution # -16, Approving a Budget Increase to the Information Technology Fund for the Citywide Website Upgrade and Maintenance (Pruett)
- 6.7 Informational Report on the Transfer of Funds from the Lighting and Landscaping Maintenance District (LLMD) to the General Fund (Pruett)
- 6.8 A) Council Resolution # -16, Approving the Annual Recognized Obligation Payment Schedule for the Period from July 1, 2016 – June 30, 2017 on Behalf of the Successor Agency of the Chowchilla Redevelopment Agency (Pruett)  
  
★B) Successor Agency Resolution # -16, Approving the Annual Recognized Obligation Payment Schedule for the Period from July 1, 2016 – June 30, 2017 on Behalf of the Successor Agency of the Chowchilla Redevelopment Agency (Pruett)
- 6.9 Consideration of an Appointment of the City's Planning Commissions (McClendon)
- 6.10 Authorizing a Proposal to the California State Legislature a Financial Model to Assist Owners in Bringing their Commercial Buildings up to Current State and Federal Standards (Haddix)
- 6.11 Authorizing Proposed Outreach Series "Community Conversation – Let's Talk Chowchilla" (Piepenbrok)

**ANNOUNCEMENTS – Section 7**

- Jan 28 RDA Successor Agency Meeting, Chowchilla City Hall, 9 AM  
Jan 28 Sober Grad Bingo Fundraiser, The Final Round (Golf Course), 6 PM  
Feb 5 City Offices Closed  
Feb 9 City Council Meeting, City Hall, 7 PM

**ADJOURNMENT**

I, Joann McClendon, CMC, Interim City Clerk, do hereby declare under penalty of perjury that the foregoing agenda was posted at the Chowchilla City Hall, 130 S Second Street, Chowchilla, CA and made available for public review on this 21st day of January 2016 at or before 6:00 p.m.

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Joann McClendon, CMC  
Interim City Clerk

# *Proclamation*

IN RECOGNITION OF

## **MR. MOSES 'CURLY' HUBBARD MARKING A MILESTONE OF ACHIEVING 104 YEARS OF AGE AND EXPERIENCES**

WHEREAS, on Tuesday, February 6, 1912, in Valley Springs, Arkansas, Ed and Cora Melissa Hubbard welcomed into the world a new baby who today carries the name of Moses Hubbard, also known as Curly; and

WHEREAS, Curly accompanied his parents to Western Grove, Arkansas where his dad grew crops on 20 acres of land and taught Curley and his brothers how to work the farm; and

WHEREAS, following his graduation from Western Grove High School in 1931 and after a year and a half at a university in Clarksville, Arkansas, he decided to move to California; and

WHEREAS, following his arrival in California Curly landed a job hand-picking cotton at a cotton camp between Dos Palos and Chowchilla, then he moved on to driving a truck and then to working as a clerk at the Cotton Club restaurant in Chowchilla; and

WHEREAS, it was at the Cotton Club restaurant where Curly met Ana Pearl who agreed to marry him on December 9, 1936 in Reno, Nevada; and

WHEREAS, together they created a wonderful family of three children, Betty Lou, Robert Hugh and Shirley Ann; and

WHEREAS, Curly solidified their life in Chowchilla by working for Anderson Clayton Oil Mill for 39-1/2 years, which he fondly calls his "best job I ever had;" and

WHEREAS, in 1951 the family moved to the site in Chowchilla he still calls home and where he has had the same telephone number for all those years; and

WHEREAS, Curly has witnessed a lot of changes throughout his long life including 17 United States Presidents, and the modernization of Chowchilla; and

WHEREAS, Curly Hubbard attributes his longevity to hard work, exercise, flax seed and a glass of milk in the morning.

NOW THEREFORE, BE IT RESOLVED, the City of Chowchilla City Council hereby honors Mr. Moses 'Curly' Hubbard as he youthfully embraces 104 years of age and the many experiences that have accompanied his achievement.

Presented this 26<sup>th</sup> day of January, 2016

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**WASEEM AHMED, MAYOR**

City of Chowchilla, County of Madera, State of California



# REPORT TO THE CITY COUNCIL

Council Meeting of January 26, 2016

<b>Agenda Section:</b>	<u>Staff Report</u>
<b>SUBJECT:</b>	<b>Proposed Town Hall Community Engagement Workshops</b>
<b>Prepared By:</b>	<u>D. Martin Piepenbrok, Community Relations Manager</u>
<b>Approved By:</b>	<u>Brian Haddix, City Administrator</u>

**RECOMMENDATION:**

The recommendation is to concur with the proposal to develop a series of topic-specific Town Hall Community Engagement Workshops to seek citizen and stakeholder participation on subjects that are important and beneficial to future decision-making tasks and processes.

**HISTORY / BACKGROUND:**

It is important that the citizens and stakeholders of Chowchilla are provided opportunities where they can interact and dialogue with City representatives about important topics, where they can voice their opinions and concerns, discuss existing concepts and new ideas, and be a part of the process of municipal governance. The concept of the Town Hall meeting is as an informal public meeting, function, or event that is typically open to everybody in a community and held at the local municipal building or commonplace. The focus of these meetings include topics of local concern such as capital projects, programs, services, special events and key issues affecting residents.

Staff proposes to conduct topic-specific Town Hall meetings about important subjects during the year. These meetings can be conducted in different forms, from a group setting, to break-out clusters, or to a combination of both. The format often depends on the particular topic.

At present there are a few topics that staff would propose as separate evening Town Hall meetings. These include the upcoming budget, transit services, downtown development and maybe recreation services. Though other topics can arise during the year it is preferred they are ones the City is definitely interested in gathering information about to help with future decisions at the policy level. Generally, topics that are not grounded with timely outcomes or are too broad in their topic, e.g. the future of Chowchilla, should be avoided as attendees often see no value in participating in what they perceive to be ambiguous non-specific topics that would appear to never produce attainable results.

Staff suggests that the Town Hall meetings be conducted outside of City Hall as another means of engaging the citizens out in the community and in a less formalized meeting environment. Strong consideration should be given to using the Chowchilla Senior Center. It fronts on Robertson Boulevard, has a large gathering room, has plenty of parking, is near the core of our neighborhoods and is near the west end of the downtown business environment. In the past the facility has hosted community events such as the Chamber Candidates Forums and it proved to be a worthwhile venue.

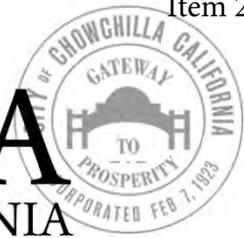
If City Council concurs with the Town Hall meeting concept staff will begin the process to schedule events in the near future likely pertaining to transit services and the upcoming budget.

**FINANCIAL IMPACT**

None

**ATTACHMENTS**

None



## Water Leak Procedure

- 1) Water leaks are usually identified by city employees or citizens who notice standing water or water seeping up through the pavement on roadways or in alleys.
- 2) Employee's use facilities maps to determine the logical origin of the water leak. Sonic leak detection is employed to locate the leak when possible. From record drawings (which are not always accurate) crews determine the size of pipes and materials needed for the repair and parts are ordered.
- 3) A call to Underground Service Alert is made for a work ticket before excavation can occur. Utility companies are notified (PG&E, Comcast and AT&T) they have 48 hours to respond to the work ticket and mark their respective utility lines. If a leak is discovered during the weekend when USA North offices are closed, a work ticket will not be generated until Monday, again utility companies have 48 hours from that time to respond.
- 4) Once utility lines are marked the cities field crew schedule the excavation and line repair. It is not uncommon to have several leak repairs happening at the same time so repairs are scheduled/prioritized by the severity of the leak and the location of the leak.
- 5) Once the leak is repaired the field crew will backfill the hole with sand and test for compaction. If the hole is saturated with water and cannot be backfilled, the crew will cover the hole with steel plates and wait for the hole to dry out. When the hole is dry and compaction is good, the crew will begin roadway surface repairs. Paving is sometimes delayed until a critical volume of hot asphalt (the preferred patch material) is required in order to achieve an economy of scale.



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

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

**January 12, 2016**

**CALL TO ORDER at 6:00 PM**

**ROLL CALL:**

Mayor/Chairman: Waseem Ahmed

Mayor Pro Tem/Vice Chair: Mary Gaumnitz (absent)

Council/Board Member: John Chavez, Dennis Haworth, Richard Walker

**City staff and contract employees present:** City Administrator Brian Haddix, City Attorney David Ritchie, Fire Chief Harry Turner, Finance Director Rod Pruett, Engineer/Public Works Director Craig Locke, Community Relations Manager Marty Piepenbrok, Interim City Clerk Joann McClendon.

Mayor Ahmed opened the Regular and Special Council / Redevelopment Successor Agency meeting at this time.

**PUBLIC ADDRESS – CLOSED SESSION**

None.

**CLOSED SESSION – 6:00 PM**

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

**OPEN SESSION – 7:02 PM**

**PLEDGE OF ALLEGIANCE:** Council Member John Chavez

**INVOCATION:** Mr. Alfred Hansen

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

**CEREMONIAL / PRESENTATIONS – Section 1**

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

Prior to recognizing the Chowchilla Redskins Football Team, Mayor Ahmed presented a plaque to previous Mayor, current Council Member John Chavez for his service as Mayor in 2015.

After presenting the Proclamation to the Chamber of Commerce, Mayor Ahmed recognized the Wilson School Speech and Debate Team.

## WORKSHOPS

## PUBLIC ADDRESS

Larry Pistoresi Jr., Chowchilla District Historical Society, invited council and staff to their Open House at the Chowchilla-Madera Fairgrounds, 6pm – 7:30pm.

John Scurfield invited council and staff to the Friday, April 8 fundraiser dinner. He announced that the Fairgrounds won the bid to host the American Cowboy Team Roping Association event, being held on September 15-18 at the Chowchilla Fairgrounds. He also announced he is retiring sometime after the fair.

## COUNCIL AND STAFF REPORTS – Section 2

### 2.1 COUNCIL REPORTS

- Legislative Items
- Oral / Written Reports

Council Member Walker thanked Fire Department for their outstanding response to fire calls over the Christmas season.

Council Member Chavez attended the Stampede Dinner and a High Speed Rail Board meeting with the City Administrator.

Council Member Haworth thanked Community Relations Manager Piepenbrok for the City's Facebook post clarifying the recent house fires were not from a serial arsonist. He reported that there will be a local Boy Scout event on February 23, 2016.

Mayor Ahmed attended ribbon cutting ceremony and thanked staff and the Fire Department for their firefighting efforts; and Council Member Walker for opening up his church for displaced families.

### 2.2 STAFF REPORTS

- Written/Oral Reports

City Administrator Haddix attended a ribbon cutting; working on personnel investigations; attended the Stampede Dinner; High Speed Rail Board meeting; Rotary luncheon; insurance broker discussions with Gallagher in Fresno; joined Chamber of Commerce Manager Jacki Flanagan and met with Alan Hopkins from Alwire; League of California Cities Christmas dinner; Panella Trucking regarding industrial area project; met with the President of Save Mart; Span Construction to put infrastructure in industrial area; Go Biz to apply for tax credits; fundraiser for Tony Gaither's wife; breakfast at McDonalds with Alfred Hansen.

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

The proposal is to change the 2015's Coffee with the Cop/City Administrator format to a more topic-driven event, adding evening meetings. The purpose is to get the community more engaged with the city.

Council concurred with moving forward with the change.

Fire Chief Turner thanked the Council for their support.

### **CONSENT CALENDAR – Section 3**

- 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)**

Item 3.3 was pulled to the next council meeting for additional clarification.

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

### **PUBLIC HEARINGS – Section 4**

### **DEFERRED BUSINESS – Section 5**

### **NEW BUSINESS – Section 6**

- 6.1 Council Resolution # 01-16, 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)**

Motion by Council Member Walker, seconded by Council Member Haworth to approve Council Resolution #01-16 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. Motion passed unanimously with Mayor Pro Tem Gaumnitz absent.

- 6.2 Council Resolution # 02-16, Authorizing an Amendment to Exhibit A of the Caltrans Agreement for Sharing Cost of Electrical Facilities with the City of Chowchilla (Locke)**

Motion by Council Member Haworth, seconded by Council Member Walker to approve Council Resolution #02-16, Authorizing an Amendment to Exhibit A of the Caltrans Agreement for Sharing Cost of Electrical Facilities with the City of Chowchilla. Motion passed unanimously with Mayor Pro Tem Gaumnitz absent.

- 6.3 Council Resolution # 03-16, Approving Level III (3) Water Conservation Measures of the Drought Contingency Plan for the City of Chowchilla Water Department (Locke)**

Motion by Council Member Haworth, seconded by Council Member Walker, to approve Council Resolution #03-16, Approving Level III (3) Water Conservation Measures of the Drought Contingency Plan for the City of Chowchilla Water Department. Motion passed unanimously with Mayor Pro Tem Gaumnitz absent.

**6.4 Council Resolution # 04-16, 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)**

Motion by Council Member Walker, seconded by Council Member Haworth to approve Council Resolution #04-16, 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. Motion passed unanimously with Mayor Pro Tem Gaumnitz absent.

**6.5 Council Resolution # 05-16, Authorizing Submittal of Application for Payment Programs and Related Authorizations with the California Department of Resources Recycling and Recovery, CalRecycle (Locke)**

Motion by Council Member Walker, seconded by Council Member Haworth to approve Council Resolution #05-16, Authorizing Submittal of Application for Payment Programs and Related Authorizations with the California Department of Resources Recycling and Recovery, CalRecycle. Motion passed unanimously by roll call vote with Mayor Pro Tem Gaumnitz absent.

**6.6 Council Resolution # 06-16, Approving a Request to Suspend Work on the Current Preferred Project Alternative for the Highway 99 / SR233 Roundabout Interchange (Locke)**

Spoke:  
Jacki Flanagan

Motion by Council Member Walker, seconded by Council Member Haworth to approve Council Resolution #06-16, Approving a Request to Suspend Work on the Current Preferred Project Alternative for the Highway 99 / SR233 Roundabout Interchange. Motion passed unanimously by roll call vote with Mayor Pro Tem Gaumnitz absent.

**6.7 Council Resolution # 07-16, Approve and Authorize City Administrator to Execute Agreement for Purchase of Replacement Water Truck and Related Equipment for Fire Department (Turner)**

Motion by Council Member Haworth, seconded by Council Member Walker to approve Council Resolution #07-16, Approve and Authorize City Administrator to Execute Agreement for Purchase of Replacement Water Truck and Related Equipment for Fire Department. Motion passed unanimously by roll call vote with Mayor Pro Tem Gaumnitz absent.

**6.8 A) Council Resolution # 08-16, 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)**

Motion by Council Member Walker, seconded by Council Member Haworth to approve Council Resolution #08-16, 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. Motion passed unanimously by roll call vote with Mayor Pro Tem Gaumnitz absent.

**★B) Successor Agency Resolution # 01-16, 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)**

Motion by Board Member Walker, seconded by Board Member Haworth, to approve Successor Agency Resolution #01-16, 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. Motion passed unanimously by roll call vote with Board Vice Chair Gaumnitz absent.

**6.9 Council Resolution # 09-16, 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)**

Motion by Council Member Haworth , seconded by Council Member Walker to approve Council Resolution #09-16, 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. Motion passed unanimously by roll call vote with Mayor Pro Tem Gaumnitz absent.

*At this time, the Special Meeting Item 1.1 was introduced and discussed. Motion will be reflected separately in the Special Meeting Minutes of January 12, 2016.*

**6.10 Mayor Appointments and Council Ratification of Said Appointments to Collaborative Agencies and Successor Agency Oversight Board (McClendon)**

San Joaquin Valley Air Pollution Citizens Advisory Board  
 Local Agency Formation Commission (LAFCO)  
 Madera County Economic Development Commission  
 Madera County Economic Development Commission – Executive Board  
 Madera County Coalition  
 Community Action Partnership of Madera County  
 Citizen’s Prison Advisory Committee  
 Madera County RAN Board  
 Chowchilla Chamber of Commerce  
 Red Top JPA  
 MCTC/LTA/MPO (County Trans. Comm.)  
 League of California Cities – Central Division Executive Board

Motion by Council Member Walker, seconded by Council Member Haworth to approve the 2016 Mayor Appointments and Council Ratification of Said Appointments to Collaborative Agencies and Successor Agency Oversight Board. Motion passed unanimously by roll call vote with Mayor Pro Tem Gaumnitz absent.

**ANNOUNCEMENTS – Section 7**

Jan 15	Winter Gymkhana, Chowchilla Fairgrounds 6 PM
Jan 16	Chamber of Commerce Community Awards Dinner, Eastman Hall, Fairgrounds, 6 PM
Jan 18	Martin Luther King Day Holiday, City Offices Closed
Jan 19	Chowchilla Historical Society Museum Open House, Fairgrounds, 5 PM
Jan 19	Parks & Recreation Commission Meeting, Chowchilla City Hall, 6 PM
Jan 20	Planning Commission Meeting, Chowchilla City Hall, 7 PM
Jan 22	City Offices Closed
Jan 26	City Council Meeting, Chowchilla City Hall, 7 PM

**ADJOURNMENT**

~ Adjourned meeting in Memory of Odessa Ray ~

Motion by Council / Board Member Walker, seconded by Council / Board Member Haworth to adjourn the January 12, 2016 Regular and Special City Council / Redevelopment Successor Agency meetings at 8:44 pm. Motion passed unanimously by voice vote with Mayor Pro Tem / Vice Chair Gaumnitz absent.

ATTEST:

APPROVED:

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

\_\_\_\_\_  
Waseem Ahmed, Mayor



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

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

**January 12, 2016**

**CALL TO ORDER:** 7:02 p.m.

**ROLL CALL:**

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

**NEW BUSINESS – Section 1**

**1.1 Authorization Inclusion in the California Product Stewardship Council (CPSC) Letter Requesting the US Food and Drug Administration (FDA) to End the Recommendation That Certain Medications be Disposed of by Flushing (Locke)**

Motion by Council Member Haworth, seconded by Council Member Walker to approve Council Resolution #10-16, Authorization Inclusion in the California Product Stewardship Council (CPSC) Letter Requesting the US Food and Drug Administration (FDA) to End the Recommendation That Certain Medications be Disposed of by Flushing. Motion passed unanimously by roll call vote with Mayor Pro Tem Gaumnitz absent.

**ADJOURNMENT**

Motion by Council / Board Member Walker, seconded by Council / Board Member Haworth, to adjourn the January 12, 2016 Special City Council / Redevelopment Successor Agency meeting jointly with the Regular City Council / Redevelopment Agency meeting at 8:44 p.m. Motion passed unanimously by voice vote with Mayor Pro Tem / Vice Chair Gaumnitz absent.

ATTEST:

APPROVED:

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

\_\_\_\_\_  
Waseem Ahmed, Mayor



# REPORT TO THE CITY COUNCIL

Council Meeting of January 26, 2016

**Agenda Section:** Consent

**SUBJECT:** **Consideration of Monthly Financial Statements**

**Purpose:** To update Council on the financial status of the City

**Prepared By:** Rod Pruett, City Treasure/Finance Director

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

## **RECOMMENDATION:**

Approve the November and December 2015 Financial Statements shown in the attachment

## **HISTORY / BACKGROUND:**

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

## **DISCUSSION:**

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

The financial statements are being presented as an overview of the City's finances and are not meant to be a comprehensive in-depth review. As a reference to compare to the percentage columns in the report, the percentage of the year that has expired is 42% for November 2015 and 50% for December 2015.

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

## **FINANCIAL ANALYSIS:**

### November 2015

Revenues- Major revenues like property taxes and VLF come in semi-annual installments and we don't see the 1<sup>st</sup> installment until January or February. This is why the General Administration is only at 9%.

Police Sworn is at 28% because the CRO billings to the school district and high school are done semiannually and the 1<sup>st</sup> billing doesn't occur until the end of December 2015. Also for Police

Sworn, we have grants such as AB 109 Realignment that are reimbursement grants and reimbursements are usually requested annually.

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

Expenses- As mentioned in last month's report, The City Property-Rents department is at 55% because we incurred roughly \$7,000 of expenses from PG&E for the corporate yard where we are renting space to Mid Valley. Mid Valley has reimbursed us which is why the revenue in this department is at 45% as well. Other than this 1 time expense that was reimbursed, the remaining expenses are on pace with budget.

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

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

#### December 2015

Revenues- Major revenues like property taxes and VLF come in semi-annual installments and we don't see the 1<sup>st</sup> installment until January or February. This is why the General Administration is only at 11%.

Police Sworn is at 30% because the CRO billings to the school district and high school are done semiannually. The 1<sup>st</sup> billing normally occurs in December but was not billed out at this time. Also for Police Sworn, we have grants such as AB 109 Realignment that are reimbursement grants and reimbursements are usually requested annually.

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

Expenses- City Clerk is only at 12% due to the vacancy at the City Clerk position. The Property Taxes department is a once a year fee that has already been incurred. Insurance Holding is just a holding account and will be fully allocated at the end of each quarter.

#### **ATTACHMENTS:**

November 2015 Budget vs Actual and Balance Sheet  
December 2015 Budget vs Actual and Balance Sheet

	Prior Budget	Prior Actual	Percent	Current Budget	Current Actual	Difference	Percent
<b>GENERAL FUND</b>							
<b>GENERAL ADMINISTRATION</b>							
Total Expenditure:	41,951.38	61,649.16	12%	43,831.00	1,288.75	42,542.25	3%
Total Revenue:	4,940,035.00	5,059,911.69	2%	5,298,899.00	479,655.71	4,819,243.29	9%
<b>CITY COUNCIL</b>							
Total Expenditure:	65,418.99	48,001.03	4%	75,402.00	17,962.82	57,439.18	24%
Total Revenue:	20,634.00	20,634.00	8%	20,160.00	10,080.00	10,080.00	50%
<b>CITY CLERK</b>							
Total Expenditure:	119,298.52	112,936.30	6%	103,924.00	12,519.78	91,404.22	12%
Total Revenue:	75,938.00	76,937.92	8%	42,288.00	21,144.00	21,144.00	50%
<b>CITY ATTORNEY</b>							
Total Expenditure:	212,000.00	870,650.17	16%	383,200.00	112,658.00	270,542.00	29%
Total Revenue:	44,000.00	58,283.09	7%	35,000.00	30,806.66	4,193.34	88%
<b>GENERAL SERVICES</b>							
Total Expenditure:	647,748.26	477,917.30	1%	629,638.00	235,744.61	393,893.39	37%
Total Revenue:	74,481.00	74,481.00	8%	74,233.00	37,117.00	37,116.00	50%
<b>ADMINISTRATIVE SERVICES</b>							
Total Expenditure:	517,996.44	464,042.57	3%	481,629.00	199,927.44	281,701.56	42%
Total Revenue:	324,109.00	324,108.96	8%	128,088.00	64,044.00	64,044.00	50%
<b>CITY PROPERTY - RENTS</b>							
Total Expenditure:	9,293.21	9,307.75	6%	15,850.00	8,677.57	7,172.43	55%
Total Revenue:	92,480.00	84,511.68	1%	93,300.00	42,317.28	50,982.72	45%
<b>FINANCE DEPARTMENT</b>							
Total Expenditure:	592,593.57	591,126.71	7%	622,255.00	273,583.93	348,671.07	44%
Total Revenue:	418,308.00	418,051.08	8%	314,451.00	159,727.75	154,723.25	51%
<b>PROPERTY TAXES</b>							
Total Expenditure:	540.00	539.40	0%	550.00	539.40	10.60	98%
<b>INSURANCE HOLDING</b>							
Total Expenditure:	.00	21,623.00-	0%	.00	73,487.00	73,487.00-	0%
<b>POLICE - SWORN</b>							
Total Expenditure:	2,857,092.24	2,879,370.56	10%	2,867,397.00	1,220,603.20	1,646,793.80	43%
Total Revenue:	310,655.00	371,480.13	2%	398,605.00	111,910.89	286,694.11	28%
<b>POLICE - NET</b>							
Total Expenditure:	140,280.00	38.50	0%	109,250.00	555.23	108,694.77	1%
Total Revenue:	141,761.00	.00	0%	109,250.00	.00	109,250.00	0%
<b>SPECIAL INVESTIGATIONS UNIT</b>							
Total Expenditure:	86,443.00	58,593.09	6%	.00	.00	.00	0%
Total Revenue:	60,000.00	18,276.38	18%	.00	25,954.41	25,954.41-	0%
<b>POLICE - K-9</b>							
Total Expenditure:	4,750.00	4,324.36	1%	241,590.00	106,367.73	135,222.27	44%
Total Revenue:	20,000.00	23,093.94	0%	10,000.00	4,895.00	5,105.00	49%
<b>FIRE SERVICES</b>							
Total Expenditure:	331,781.40	330,706.10	5%	343,481.00	127,656.39	215,824.61	37%
Total Revenue:	80,426.00	81,206.16	8%	29,093.00	14,506.50	14,586.50	50%
<b>ANIMAL CONTROL</b>							
Total Expenditure:	110,556.61	109,570.11	7%	130,540.00	38,884.13	91,655.87	30%
Total Revenue:	8,900.00	6,330.95	2%	5,000.00	1,941.00	3,059.00	39%
<b>STREETS-OLD</b>							
Total Revenue:	.00	50.00-	0%	.00	.00	.00	0%
<b>PLANNING &amp; ZONING</b>							
Total Expenditure:	225,890.37	223,072.70	15%	182,242.00	65,123.35	117,118.65	36%
Total Revenue:	59,138.00	45,397.46	8%	30,642.00	22,207.24	8,434.76	72%
<b>COMMUNITY &amp; ECONOMIC DVLPMNT</b>							
Total Expenditure:	595.00	384.63	36%	650.00	.00	650.00	0%
<b>BUILDING &amp; CODE ENFORCEMENT</b>							
Total Expenditure:	134,812.00	132,807.40	8%	133,235.00	53,542.01	79,692.99	40%

	Prior Budget	Prior Actual	Percent	Current Budget	Current Actual	Difference	Percent
Total Revenue:	154,190.00	148,555.73	5%	<b>153,650.00</b>	<b>83,438.21</b>	<b>70,211.79</b>	<b>54%</b>
<b>COMMUNITY PROMOTION</b>							
Total Expenditure:	39,541.00	14,057.35	0%	<b>34,047.00</b>	<b>1,813.72</b>	<b>17,233.28</b>	<b>10%</b>
<b>SENIOR SERVICES</b>							
Total Expenditure:	29,681.14	28,557.84	7%	<b>31,760.00</b>	<b>13,229.97</b>	<b>18,530.03</b>	<b>42%</b>
Total Revenue:	5,100.00	7,949.62	4%	<b>9,100.00</b>	<b>3,603.93</b>	<b>5,496.07</b>	<b>40%</b>
<b>PARKS AND FACILITIES</b>							
Total Expenditure:	599,252.87	304,575.65	4%	<b>360,773.00</b>	<b>104,833.81</b>	<b>255,939.19</b>	<b>29%</b>
Total Revenue:	50,875.00	64,879.18	42%	<b>58,731.00</b>	<b>35,452.94</b>	<b>23,278.06</b>	<b>60%</b>
<b>RECREATION PROGRAMS</b>							
Total Expenditure:	25,708.00	14,271.60	0%	<b>27,450.00</b>	<b>7,768.24</b>	<b>19,681.76</b>	<b>28%</b>
Total Revenue:	6,500.00	6,885.00	0%	<b>7,500.00</b>	<b>2,940.00</b>	<b>4,560.00</b>	<b>39%</b>
GENERAL FUND Revenue Total:	6,887,530.00	6,890,923.97	4%	<b>6,817,990.00</b>	<b>1,151,742.52</b>	<b>5,666,247.48</b>	<b>17%</b>
GENERAL FUND Expenditure Total:	6,793,224.00	6,714,877.28	7%	<b>6,818,694.00</b>	<b>2,676,767.08</b>	<b>4,126,926.92</b>	<b>39%</b>
Net Total GENERAL FUND:	94,306.00	176,046.69	-270%	<b>704.00-</b>	<b>1,525,024.56-</b>	<b>1,539,320.56</b>	<b>-10667</b>
Net Grand Totals:	94,306.00	176,046.69	-270%	<b>704.00-</b>	<b>1,525,024.56-</b>	<b>1,539,320.56</b>	<b>-10667</b>

BALANCE SHEET  
NOVEMBER 30, 2015

GENERAL FUND

ASSETS

100-0100-0000-0200-000	CASH - COMBINED FUND	( 6,782,291.23)	
100-0100-0000-0201-000	PETTY CASH	800.00	
100-0100-0000-0201-001	CASH DRAWER	2,400.00	
100-0100-0000-0202-000	PRE-PAID POSTAGE ACCOUNT	1,171.06	
100-0100-0000-0208-000	CASH IN US BANK - RESTRICT	369,738.52	
100-0100-0000-0209-000	CASH IN LAIF	5,989,668.93	
100-0100-0000-0224-000	A/R MODULE ONLY RECEIVALB	( 7,178.04)	
100-0100-0000-0227-000	LIENS RECEIVABLES GENERAL	65,879.13	
100-0100-0000-0228-000	PENDING CHARGES OR REFU	84.00	
100-0100-0000-0229-000	A/R BUSINESS LICENSE	21,378.48	
100-0100-0000-0290-000	DUE FROM OTHER FUNDS	889,675.34	

TOTAL ASSETS 551,326.19

LIABILITIES ANDEQUITY

LIABILITIES

100-0200-0000-0420-000	TRADE PAYABLES	17,124.61	
100-0200-0000-0421-001	BONDS FOR WORK-REFUNDAB	2,500.00	
100-0200-0000-0465-000	UNCLAIMED PROP/STALE DAT	2,877.35	

TOTAL LIABILITIES 22,501.96

FUND EQUITY

100-0300-0000-0602-000	RESERVE FOR L/T A/R	557,442.34	
UNAPPROPRIATED FUND BALA			
100-0300-0000-0601-000	FUND BALANCE	262,921.76	
100-0300-0000-0601-004	RESERVE FOR CONTINGENCIE	910,223.00	
100-0300-0000-0601-005	DESIGNATED FOR PREPAIDIT	3,470.25	
100-0300-0000-0601-006	DESIGNATED FOR DEBT SVC R	369,738.52	
100-0300-0000-0601-009	PRIOR PERIOD ADJUSTMENTS	( 63,113.89)	
100-0300-0000-0601-999	FUND BALANCE RESTRICTED I	13,166.81	
	REVENUE OVER EXPENDITUR	( 1,525,024.56)	

BALANCE - CURRENT DATE ( 28,618.11)

TOTAL FUND EQUITY 528,824.23

TOTAL LIABILITIES AND EQUIT 551,326.19

	Prior Budget	Prior Actual	Percent	Current Budget	Current Actual	Difference	Percent
<b>GENERAL FUND</b>							
<b>GENERAL ADMINISTRATION</b>							
Total Expenditure:	41,951.38	61,649.16	0%	43,831.00	1,315.09	42,515.91	3%
Total Revenue:	4,940,035.00	5,059,911.69	0%	5,298,899.00	595,745.30	4,703,153.70	11%
<b>CITY COUNCIL</b>							
Total Expenditure:	65,418.99	48,001.03	16%	75,402.00	19,833.29	55,568.71	26%
Total Revenue:	20,634.00	20,634.00	8%	20,160.00	10,080.00	10,080.00	50%
<b>CITY CLERK</b>							
Total Expenditure:	119,298.52	112,936.30	8%	103,924.00	12,568.27	91,355.73	12%
Total Revenue:	75,938.00	76,937.92	8%	42,288.00	21,144.00	21,144.00	50%
<b>CITY ATTORNEY</b>							
Total Expenditure:	212,000.00	870,650.17	104%	383,200.00	159,083.44	224,116.56	42%
Total Revenue:	44,000.00	58,283.09	7%	35,000.00	30,806.66	4,193.34	88%
<b>GENERAL SERVICES</b>							
Total Expenditure:	647,748.26	477,917.30	0%	629,638.00	238,391.72	391,246.28	38%
Total Revenue:	74,481.00	74,481.00	8%	74,233.00	37,117.00	37,116.00	50%
<b>ADMINISTRATIVE SERVICES</b>							
Total Expenditure:	517,996.44	464,042.57	-18%	481,629.00	224,392.89	257,236.11	47%
Total Revenue:	324,109.00	324,108.96	8%	128,088.00	64,044.00	64,044.00	50%
<b>CITY PROPERTY - RENTS</b>							
Total Expenditure:	9,293.21	9,307.75	2%	15,850.00	8,742.01	7,107.99	55%
Total Revenue:	92,480.00	84,511.68	1%	93,300.00	49,296.40	44,003.60	53%
<b>FINANCE DEPARTMENT</b>							
Total Expenditure:	592,593.57	591,126.71	7%	622,255.00	330,696.61	291,558.39	53%
Total Revenue:	418,308.00	418,051.08	8%	314,451.00	159,747.75	154,703.25	51%
<b>PROPERTY TAXES</b>							
Total Expenditure:	540.00	539.40	0%	550.00	539.40	10.60	98%
<b>INSURANCE HOLDING</b>							
Total Expenditure:	.00	21,623.00-	0%	.00	84,033.00	84,033.00-	0%
<b>POLICE - SWORN</b>							
Total Expenditure:	2,857,092.24	2,879,370.56	7%	2,867,397.00	1,354,976.12	1,512,420.88	47%
Total Revenue:	310,655.00	371,480.13	17%	398,605.00	121,006.19	277,598.81	30%
<b>POLICE - NET</b>							
Total Expenditure:	140,280.00	38.50	0%	109,250.00	555.23	108,694.77	1%
Total Revenue:	141,761.00	.00	0%	109,250.00	.00	109,250.00	0%
<b>SPECIAL INVESTIGATIONS UNIT</b>							
Total Expenditure:	86,443.00	58,593.09	7%	.00	.00	.00	0%
Total Revenue:	60,000.00	18,276.38	0%	.00	25,954.41	25,954.41-	0%
<b>POLICE - K-9</b>							
Total Expenditure:	4,750.00	4,324.36	5%	241,590.00	122,487.00	119,103.00	51%
Total Revenue:	20,000.00	23,093.94	0%	10,000.00	4,945.00	5,055.00	49%
<b>FIRE SERVICES</b>							
Total Expenditure:	331,781.40	330,706.10	6%	343,481.00	142,304.25	201,176.75	41%
Total Revenue:	80,426.00	81,206.16	8%	29,093.00	14,506.50	14,586.50	50%
<b>ANIMAL CONTROL</b>							
Total Expenditure:	110,556.61	109,570.11	7%	130,540.00	44,816.02	85,723.98	34%
Total Revenue:	8,900.00	6,330.95	4%	5,000.00	2,321.00	2,679.00	46%
<b>STREETS-OLD</b>							
Total Revenue:	.00	50.00-	0%	.00	.00	.00	0%
<b>PLANNING &amp; ZONING</b>							
Total Expenditure:	225,890.37	223,072.70	4%	182,242.00	72,086.05	110,155.95	40%
Total Revenue:	59,138.00	45,397.46	5%	30,642.00	22,395.24	8,246.76	73%
<b>COMMUNITY &amp; ECONOMIC DVLPMNT</b>							
Total Expenditure:	595.00	384.63	0%	650.00	.00	650.00	0%
<b>BUILDING &amp; CODE ENFORCEMENT</b>							
Total Expenditure:	134,812.00	132,807.40	7%	133,235.00	67,340.10	65,894.90	51%

	Prior Budget	Prior Actual	Percent	Current Budget	Current Actual	Difference	Percent
Total Revenue:	154,190.00	148,555.73	2%	<b>153,650.00</b>	<b>105,883.01</b>	<b>47,766.99</b>	<b>69%</b>
<b>COMMUNITY PROMOTION</b>							
Total Expenditure:	39,541.00	14,057.35	0%	<b>34,047.00</b>	<b>1,813.72</b>	<b>32,233.28</b>	<b>5%</b>
<b>SENIOR SERVICES</b>							
Total Expenditure:	29,681.14	28,557.84	5%	<b>31,760.00</b>	<b>15,126.56</b>	<b>16,633.44</b>	<b>48%</b>
Total Revenue:	5,100.00	7,949.62	5%	<b>9,100.00</b>	<b>5,763.32</b>	<b>3,336.68</b>	<b>63%</b>
<b>PARKS AND FACILITIES</b>							
Total Expenditure:	599,252.87	304,575.65	3%	<b>360,773.00</b>	<b>116,237.37</b>	<b>244,535.63</b>	<b>32%</b>
Total Revenue:	50,875.00	64,879.18	7%	<b>58,731.00</b>	<b>35,502.94</b>	<b>23,228.06</b>	<b>60%</b>
<b>RECREATION PROGRAMS</b>							
Total Expenditure:	25,708.00	14,271.60	7%	<b>27,450.00</b>	<b>7,768.24</b>	<b>19,681.76</b>	<b>28%</b>
Total Revenue:	6,500.00	6,885.00	0%	<b>7,500.00</b>	<b>2,940.00</b>	<b>4,560.00</b>	<b>39%</b>
GENERAL FUND Revenue Total:	6,887,530.00	6,890,923.97	2%	<b>6,817,990.00</b>	<b>1,309,198.72</b>	<b>5,508,791.28</b>	<b>19%</b>
GENERAL FUND Expenditure Total:	6,793,224.00	6,714,877.28	7%	<b>6,818,694.00</b>	<b>3,025,106.38</b>	<b>3,793,587.62</b>	<b>44%</b>
Net Total GENERAL FUND:	94,306.00	176,046.69	-340%	<b>704.00-</b>	<b>1,715,907.66-</b>	<b>1,715,203.66</b>	<b>243737</b>
Net Grand Totals:	94,306.00	176,046.69	-354%	<b>704.00-</b>	<b>1,715,907.66-</b>	<b>1,715,203.66</b>	<b>243737</b>

BALANCE SHEET  
DECEMBER 31, 2015

GENERAL FUND

ASSETS

100-0100-0000-0200-000	CASH - COMBINED FUND	( 6,988,966.72)
100-0100-0000-0201-000	PETTY CASH	800.00
100-0100-0000-0201-001	CASH DRAWER	2,400.00
100-0100-0000-0202-000	PRE-PAID POSTAGE ACCOUNT	1,171.06
100-0100-0000-0208-000	CASH IN US BANK - RESTRICT	369,738.52
100-0100-0000-0209-000	CASH IN LAIF	5,989,668.93
100-0100-0000-0224-000	A/R MODULE ONLY RECEIVALB	7,118.40
100-0100-0000-0227-000	LIENS RECEIVABLES GENERAL	66,187.03
100-0100-0000-0228-000	PENDING CHARGES OR REFU	84.00
100-0100-0000-0229-000	A/R BUSINESS LICENSE	21,053.98
100-0100-0000-0290-000	DUE FROM OTHER FUNDS	889,675.34

TOTAL ASSETS

358,930.54

LIABILITIES ANDEQUITY

LIABILITIES

100-0200-0000-0420-000	TRADE PAYABLES	16,442.63
100-0200-0000-0421-001	BONDS FOR WORK-REFUNDAB	2,500.00
100-0200-0000-0465-000	UNCLAIMED PROP/STALE DAT	2,046.78

TOTAL LIABILITIES

20,989.41

FUND EQUITY

100-0300-0000-0602-000	RESERVE FOR L/T A/R	557,442.34
UNAPPROPRIATED FUND BALA		
100-0300-0000-0601-000	FUND BALANCE	261,812.14
100-0300-0000-0601-004	RESERVE FOR CONTINGENCIE	910,223.00
100-0300-0000-0601-005	DESIGNATED FOR PREPAIDIT	3,470.25
100-0300-0000-0601-006	DESIGNATED FOR DEBT SVC R	369,738.52
100-0300-0000-0601-009	PRIOR PERIOD ADJUSTMENTS	( 63,113.89)
100-0300-0000-0601-999	FUND BALANCE RESTRICTED I	14,276.43
	REVENUE OVER EXPENDITUR	( 1,715,907.66)

BALANCE - CURRENT DATE

( 219,501.21)

TOTAL FUND EQUITY

337,941.13

TOTAL LIABILITIES AND EQUIT

358,930.54



# REPORT TO THE CITY COUNCIL

Council Meeting of January 26, 2016

**Agenda Section:** New Business

**SUBJECT:** **Approve Request to Waive the Public Employee Pension Reform Act (PEPRA) 180-Day Wait Period for Post-Retirement Employment to Fill a Critically Needed Position for a Limited Duration, Pursuant to Government Code 7522.56**

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

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

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

**RECOMMENDATION:**

Approve the Resolution waiving the 180-day waiting period to hire a retired annuitant, Robert Acree, certifying that the nature of the employment and the appointment is necessary to fill a critically needed position.

**HISTORY / BACKGROUND:**

The Public Employee Pension Reform Act of 2013, also known as PEPRA, was signed into law on September 22, 2012 as AB340 and went into effect on January 1, 2013. PEPRA created Government Code Section 7522.56 which required public agency retirees to wait 180 days after retirement before returning to work for a public agency.

The Public Employees' Retirement Law generally prohibits CalPERS employers from hiring retirees unless they are first reinstated from retirement. Exceptions to this rule exist under Government Code 21221(h) and 21224, provided certain key eligibility requirements can be met. The governing body hiring the annuitant must certify that the nature of the employment and the appointment is necessary to fill a critically needed position before 180 days has passed, by resolution.

Robert Acree's retirement date is January 31, 2016. The critical position he held is a Utility Systems Supervisor, essentially overseeing the operations of the wastewater treatment plant. A Wastewater Treatment Operator Grade III certification is mandated by state law to run a wastewater treatment plant for an agency that serves a population of 10,001 to 50,000.

The city ran a recruitment that did not render a certified applicant.

**FINANCIAL IMPACT:**

No additional financial impact. The Utility Systems Supervisor position is currently budgeted as a full time position. PEPRA does not allow annuitant to receive any benefit, incentive, compensation in lieu of benefits, or other form of compensation in addition to the hourly rate.

**ATTACHMENTS:**

Resolution

California Water Boards Certification Level document

**COUNCIL RESOLUTION # - 16**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHOWCHILLA, CALIFORNIA, WAIVING THE PUBLIC EMPLOYEE PENSION REFORM ACT (PEPRA) 180-DAY WAIT PERIOD FOR POST-RETIREMENT EMPLOYMENT TO FILL A CRITICALLY NEEDED POSITION FOR A LIMITED DURATION, PURSUANT TO GOVERNMENT CODE SECTION 7522.56**

**WHEREAS**, the State Legislature has adopted Assembly Bill 340 in order to implement comprehensive pension reform through the enactment of the California Employee; Pension Reform Act of 2013; and

**WHEREAS**, PEPRA applied to all public employers that participate in the California Public Employees' Retirement System (PERS) on or after January 1, 2013; and

**WHEREAS**, California Government Code section 7522.56, as enacted in PEPRA, required newly retired persons to sit out for at least 180 days before returning to work for an employer in the same retirement system in which they receive a retirement allowance; and

**WHEREAS**, an exception can be made if the City Council certifies that the nature of the employment and the appointment is necessary to fill a critically needed position and the 180 days has not yet passed; and

**WHEREAS**, Robert Acree has been employed by the City of Chowchilla for 21 years and is currently serving as a Utility Systems Supervisor; and

**WHEREAS**, Robert Acree has extensive industry knowledge and is the only employee who is certified as a Wastewater Treatment Operator Grade III; and

**WHEREAS**, the California State Water Resources Control Board Table 64413.3-A "Distribution System Classifications", denotes that for a population between 10,001 through 50,000 served, a Class D3 certificate is required; and

**WHEREAS**, Pursuant to Title 23, California Codes of Regulation Divisions 3, Chapter 26, Sections 3670 – 3719.19, The City's Chief Plant Operator must possess a Wastewater Treatment Plant Operator Grade III or higher to run the City's Wastewater Treatment Plant, a critically needed position.

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

1. The above recitals are true and correct.
2. The City Council certifies that the employment of Robert Acree is necessary to fill a critically needed position before the 180 day sit-out period required by Government Code Section 7522.56 has passed.

3. Mr. Acree will be employed at \$35.56 per hour, which is his current base salary, and no other compensation or benefits shall be provided.
4. Mr. Acree will work approximately twenty-four (24) hours per week, and in any event, shall not work more than nine hundred and sixty (960) hours per fiscal year.
5. This resolution is effective immediately upon adoption.

**PASSED AND ADOPTED** by the City Council of the City of Chowchilla this 26th 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



EDMUND G. BROWN JR.  
GOVERNOR



MATTHEW RODRIGUEZ  
SECRETARY FOR  
ENVIRONMENTAL PROTECTION

State Water Resources Control Board

**WASTEWATER TREATMENT PLANT CLASSIFICATION AND OPERATOR  
CERTIFICATION LEVELS**

Pursuant to Title 23, California Code of Regulations  
Divisions 3, Chapter 26, Sections 3670-3719.19

February 21, 2012

Name of facility: City of Chowchilla Wastewater Treatment Plant

Plant Classification: III

Treatment Process: Activated Sludge

Plant Design Flow: 1.8 MGD

Present Average Dry  
Weather Flow: 1.03 MGD

**Minimum Certification Grade Required**

Chief Plant Operator: Must be Grade III or above

Shift Supervisor: (if applicable) Grade II

**IN CLASS IV AND V PLANTS, 50 PERCENT OF THE OPERATORS SHALL  
POSSESS AT LEAST GRADE II CERTIFICATES OR OPERATOR-IN-TRAINING  
CERTIFICATES AT THE GRADE II OR HIGHER LEVEL.**

CHARLES R. HOPPIN, CHAIRMAN | THOMAS HOWARD, EXECUTIVE DIRECTOR

1001 I Street, Sacramento, CA 95814 | Mailing Address: P.O. Box 100, Sacramento, CA 95812-0100 | [www.waterboards.ca.gov](http://www.waterboards.ca.gov)

NOTE: Authority Cited: Sections 100275 and 106910, Health and Safety Code.  
Reference: Sections 106875, 106910 and 116555, Health and Safety Code.

**Section 64413.3. Classification of Distribution Systems.**

(a) The distribution system for each community and nontransient-noncommunity water system shall be classified pursuant to Table 64413.3-A unless modified pursuant to subsection (b). For a wholesaler, the population served shall include the customers served by its retailers.

**Table 64413.3-A. Distribution System Classifications**

<i>Population Served</i>	<i>Class</i>
1,000 or less	D1
1,001 through 10,000	D2
10,001 through 50,000	D3
50,001 through 5 million	D4
Greater than 5 million	D5

(b) The class determined pursuant to (a) shall be upgraded by one level if the population served is 5 million or less and the sum of all the points from paragraphs (1) through (6) exceeds 20.

(1) The points for pressure zones shall be zero for up to three zones, 4 for four to ten zones, or 6 for more than ten zones.

(2) The points for disinfectants used shall be zero if no disinfectant is applied in the distribution system and no more than one type of disinfectant residual is entering the distribution system. The points shall be 5 if a single disinfectant or ammonia is applied in the distribution system. The points shall be 8 if there are multiple disinfectants in the system.

(3) The points based on the largest single pump in the system for which the distribution operator is responsible shall be 4 for up to fifty horsepower, or 6 for fifty or more horsepower.



## REPORT TO THE CITY COUNCIL

Council Meeting of January 26, 2016

<b>Agenda Section:</b>	<u>New Business</u>
<b>SUBJECT:</b>	<b>Approval of Resolution Increasing Greenhills Assessment District Fund Budget due to Unanticipated Revenue</b>
<b>Prepared By:</b>	<u>Sherri Dueker, Accounting Manager</u>
<b>Authorized By:</b>	<u>Rod Pruett, Finance Director</u>
<b>Approved By:</b>	<u>Brian Haddix, City Administrator</u>

**RECOMMENDATION:**

Council approves resolution for budget increase to Greenhills Fund due to Unanticipated Revenue.

**HISTORY / BACKGROUND:**

Throughout the year, the Finance Department records payoff of bonds for the Greenhills Assessment District. These revenues are placed in the Greenhills Prepayment Account as they come in. Debt Service payments occur September and March of every year for the Greenhills Assessment District. The City is required to apply these prepayments to the debt principal as they come in. Depending on the period in which prepayments are received, a bond call is issued to include the prepayments with the Debt Service Invoice. In order to keep records current it is necessary to record a budget adjustment to recognize the unanticipated revenue received.

**FINANCIAL IMPACT:**

None.

**ATTACHMENTS:**

Resolution

Bond Call Notice

General Ledger Spreadsheet of Receipts

**COUNCIL RESOLUTION # - 16**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHOWCHILLA, CALIFORNIA,  
APPROVING A BUDGET INCREASE TO THE GREENHILLS ASSESSMENT DISTRICT  
FUND DUE TO UNANTICIPATED REVENUE**

**WHEREAS**, the City Council approved Resolution 45-15 adopting the budget for fiscal year ending June 30, 2016 on June 23, 2015; and

**WHEREAS**, per Resolution 45-15, Item #6, grants authority to increase within a fund by an amount not to exceed \$50,000 to the City Administrator, thereby this budget amendment requires City Council approval; and

**WHEREAS**, the City Council wishes to approve the budget increase to Greenhills Assessment District in the 2015-2016 budget; and

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

1. The above recitals are true and correct.
2. The budget changes shown in Exhibit A are hereby approved and the Finance Director is directed to post them into the City's financial system.
3. This resolution is effective immediately upon adoption.

**PASSED AND ADOPTED** by the City Council of the City of Chowchilla this 26th 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

# CITY OF CHOWCHILLA CALIFORNIA



January 15, 2015

Ms. Peggy Newell  
U.S. Bank  
Corporate Trust Services

Electronic Mail: [peggy.newell@usbank.com](mailto:peggy.newell@usbank.com)

**Subject: March 2, 2016 Bond Call**  
**Chowchilla Public Financing Authority 2003 Revenue Bonds**

Dear Peggy:

Please use this letter as my authorization to prepare a bond call to be performed on March 2, 2016 to the Revenue Bonds in the following manner:

Maturity	Revenue Bonds CUSIP	Amount
September 2, 2016 <sup>(1)</sup>		\$10,000.00
September 2, 2017 <sup>(1)</sup>		15,000.00
September 2, 2018 <sup>(1)</sup>		15,000.00
September 2, 2019 <sup>(1)</sup>	170472BQ6	10,000.00
September 2, 2020 <sup>(2)</sup>		15,000.00
September 2, 2021 <sup>(2)</sup>		15,000.00
September 2, 2022 <sup>(2)</sup>		15,000.00
September 2, 2023 <sup>(2)</sup>	170472BR4	20,000.00
<b>Total</b>		<b>\$115,000.00</b>

- (1) To be called from the sinking fund schedule of the \$1,695,000 6.00% term bonds due September 2, 2019.  
(2) To be called from the sinking fund schedule of the \$2,150,000 6.20% term bonds due September 2, 2023.

Upon receipt and completion of the March 2, 2016 Bond Call please provide a copy of the revised Debt Service Schedule to the attention of Kristin Harvey of NBS at [kharvey@nbsgov.com](mailto:kharvey@nbsgov.com) or fax (951) 296-1998. Please contact Kristin at (800) 676-7516 if you have any questions.

Sincerely,

Rod Pruett, CPA  
Finance Director

Period	Date	Journal	Reference	Description	Amount
15-Jun	6/3/2015	CR	6008702	APN 014-211-030 Bond Payoff - Placer Tit	-4,495.44
15-Jul	7/22/2015	CR	1238806	10225 Kapalua Drive - Bear Creek Propert	-5,230.25
15-Jul	7/22/2015	CR	1238806	10360 Keystone Drive - Bear Creek Proper	-5,230.25
15-Jul	7/22/2015	CR	1238806	10345 Keystone Drive - Bear Creek Proper	-5,230.25
15-Jul	7/22/2015	CR	1238806	10355 Keystone Drive - Bear Creek Proper	-5,230.25
15-Jul	7/22/2015	CR	1238806.001	10100 Kaanapali - Bear Creek Properties	-5,230.25
15-Jul	7/22/2015	CR	1238806.001	11373 Missionhills - Bear Creek Properti	-4,647.59
15-Oct	10/1/2015	CR	6013372	APN 014-150-008 - Trans County Title	-3,864.83
15-Dec	12/16/2015	CR	1243176	Bond Payment - Taylor Farms	-5,631.26
15-Dec	12/16/2015	CR	1243176	Bond Payment - Taylor Farms	-5,631.26
15-Dec	12/16/2015	CR	1243176.001	Bond Payment - Taylor Farms	-5,631.25
15-Dec	12/16/2015	CR	1243176.001	Bond Payment - Taylor Farms	-4,223.44
15-Dec	12/16/2015	CR	1243176.001	Bond Payment - Taylor Farms	-4,223.44
15-Dec	12/16/2015	CR	1243176.001	Bond Payment - Taylor Farms	-4,223.44
15-Dec	12/16/2015	CR	1243176.001	Bond Payment - Taylor Farms	-4,223.44
15-Dec	12/16/2015	CR	1243176.001	Bond Payment - Taylor Farms	-4,223.44
15-Dec	12/16/2015	CR	1243176.002	Bond Payment - Taylor Farms	-4,223.44
15-Dec	12/16/2015	CR	1243176.002	*Misc* - Taylor Farms	-4,223.44
15-Dec	12/16/2015	CR	1243176.002	Bond Payment - Taylor Farms	-4,223.44
15-Dec	12/16/2015	CR	1243176.002	Bond Payment - Taylor Farms	-4,223.44
15-Dec	12/16/2015	CR	1243176.002	*Misc* - Taylor Farms	-4,223.44
15-Dec	12/16/2015	CR	1243176.003	*Misc* - Taylor Farms	-4,223.44
15-Dec	12/16/2015	CR	1243176.003	*Misc* - Taylor Farms	-4,223.44
15-Dec	12/16/2015	CR	1243176.003	*Misc* - Taylor Farms	-4,223.44
15-Dec	12/16/2015	CR	1243176.003	*Misc* - Taylor Farms	-4,223.44
15-Dec	12/16/2015	CR	1243176.003	*Misc* - Taylor Farms	-4,102.26
					-115,059.86

540-4830-0000-8110-000



# REPORT TO THE CITY COUNCIL

Council Meeting of January 26, 2016

<b>Agenda Section:</b>	<u>New Business</u>
<b>SUBJECT:</b>	<b>Resolution Authorizing the Application for Federal Aviation Administration 2016-17 Entitlement Funds to be Applied for Planning Activities at the City of Chowchilla Airport</b>
<b>Prepared By:</b>	<u>Craig M. Locke, Airport Manager</u>
<b>Authorized By:</b>	<u>Craig M. Locke, Airport Manager</u>
<b>Approved By:</b>	<u>Brian Haddix, City Administrator</u>

## **RECOMMENDATION:**

Staff recommends the Chowchilla City Council to authorize the City Administrator to execute and application for \$164,295 in 2016-17 FAA grant funds for planning activities at the Chowchilla Municipal Airport.

## **HISTORY / BACKGROUND:**

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

In recent years the City has been unable to apply these funds to a project because it lacks a current Airport Layout Plan (ALP) and Narrative.

Staff seeks authorization to apply these funds to update the ALP and Narrative, and to evaluate the existing electrical infrastructure on the airport. The strategy is to follow up next year with by implementing upgrades to the deficient electrical infrastructure identified in this evaluation. Without the Airport Layout Plan, the FAA cannot apply entitlement funds to a project and the funds are forfeited in 3 years.

## **FINANCIAL IMPACT:**

If the FAA approves the request for the project, the FAA requires a 10% match. Total cost is \$182,550, FAA grant application request for \$164,295 with a local match of \$18,255. The City can then apply for a CalTrans Division of Aeronautics grant that will cover up to 5%. The City's portion of the overall cost will be approximately \$9200.

## **ATTACHMENTS:**

Resolution  
FAA Grant Request

**COUNCIL RESOLUTION # -16**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHOWCHILLA, CALIFORNIA  
AUTHORIZING THE APPLICATION FOR FEDERAL AVIATION ADMINISTRATION 2016-17  
ENTITLEMENT FUNDS TO BE APPLIED FOR PLANNING ACTIVITIES AT THE CITY OF  
CHOWCHILLA AIRPORT**

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

**WHEREAS**, CITY is annually allotted entitlement funds from the Federal Aviation Administration in the amount of \$150,000 for maintenance and improvements to the Chowchilla Municipal Airport; and

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

**WHEREAS**, the CITY's requisite planning documents are no longer valid and require and update before FAA funds can be awarded to improvement and maintenance projects; and

**WHEREAS**, with this application the CITY can use the backlog of FAA allotment to update the planning documents and prepare for physical improvements in future years;

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

1. The recitals above are true and correct.
2. The City Council hereby authorizes the City Manager to apply for a Federal Assistance Grant from the FAA to undertake the requisite planning activities
3. This Resolution is effective immediately upon adoption.

**PASSED AND ADOPTED** by the City Council of the City of Chowchilla this 26th 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

**Application for Federal Assistance SF-424**

<p>* 1. Type of Submission</p> <p><input type="checkbox"/> Preapplication</p> <p><input checked="" type="checkbox"/> Application</p> <p><input type="checkbox"/> Changed/Corrected Application</p>	<p>* 2. Type of Application</p> <p><input checked="" type="checkbox"/> New</p> <p><input type="checkbox"/> Continuation</p> <p><input type="checkbox"/> Revision</p>	<p>* If Revision, select appropriate letter(s):</p> <p>- Select One -</p> <p>* Other (Specify)</p>
--	--	--

* 3. Date Received:	4. Application Identifier:
---------------------	----------------------------

5a. Federal Entity Identifier:	* 5b. Federal Award Identifier: not available
--------------------------------	--

**State Use Only:**

6. Date Received by State:	7. State Application Identifier:
----------------------------	----------------------------------

**8. APPLICANT INFORMATION:**

* a. Legal Name: Chowchilla Municipal Airport, City of Chowchilla	
* b. Employer/Taxpayer Identification Number (EIN/TIN): 94-6000309	*c. Organizational DUNS: 5SCQ2/004947925

**d. Address:**

\* Street1: 130 S Second Street  
Street 2:

\* City: Chowchilla  
County:

\* State: California  
Province:

Country: \*Zip/ Postal Code: 93610

**e. Organizational Unit:**

Department Name: Municipality of Chowchilla	Division Name: Aviation/Public Works
--	---

**f. Name and contact information of person to be contacted on matters involving this application:**

Prefix: First Name: Craig

Middle Name:

\* Last Name: Locke  
Suffix:

Title: City Engineer/Public Works Director/Airport Manager

Organizational Affiliation:  
City of Chowchilla

* Telephone Number: (559) 665-8615	Fax Number: (559) 665-8631
* Email: <a href="mailto:clocke@cityofchowchilla.org">clocke@cityofchowchilla.org</a>	

**Application for Federal Assistance SF-424**

\*9. Type of Applicant 1: Select Applicant Type:

C. City or Township Government

Type of Applicant 2: Select Applicant Type:

- Select One -

Type of Applicant 3: Select Applicant Type:

- Select One -

\* Other (specify):

\* 10. Name of Federal Agency:

Federal Aviation Administration

11. Catalog of Federal Domestic Assistance Number:

20.106

CFDA Title:

Airport Improvement Program

\*12. Funding Opportunity Number: N/A

Title: N/A

13. Competition Identification Number: N/A

Title: N/A

14. Areas Affected by Project (Cities, Counties, States, etc.):

City of Chowchilla, Madera County, State of California

\* 15. Descriptive Title of Applicant's Project:

ALP Drawing set (Exhibit A Property Map, Airspace Drawing, ALP Configuration Drawing) and Narrative with Electrical Assessment and PMMP

**Attach supporting documents as specified in agency instructions.**

**Application for Federal Assistance SF-424**

**16. Congressional Districts Of:**

\*a. Applicant: CA-16

\*b. Program/Project: CA-16

Attach an additional list of Program/Project Congressional Districts if needed.

**17. Proposed Project:**

\*a. Start Date: 03/01/2016

\*b. End Date: 06/01/2017

**18. Estimated Funding (\$):**

*a. Federal	164,295.00
*b. Applicant	18,255.00
*c. State	0.00
*d. Local	0.00
*e. Other	0.00
*f. Program Income	0.00
*g. TOTAL	182,550.00

**\*19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

- a. This application was made available to the State under the Executive Order 12372 Process for review on \_\_\_\_\_
- b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- c. Program is not covered by E.O. 12372

**\*20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes", provide explanation on next page.)**

- Yes  No

21. \*By signing this application, I certify (1) to the statements contained in the list of certifications\*\* and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances\*\* and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)

\*\* I AGREE

\*\* The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

**Authorized Representative:**

Prefix: \*First Name: Craig

Middle Name:

\*Last Name: Locke

Suffix:

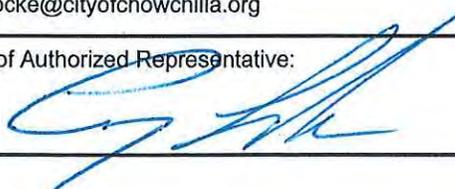
\*Title: City Engineer/Public Works Director/Airport Manager

\*Telephone Number: (559) 665-8615

Fax Number: (559) 665-8631

\* Email: clocke@cityofchowchilla.org

\*Signature of Authorized Representative:



\*Date Signed:

12/30/2015

**Application for Federal Assistance SF-424**

**\*Applicant Federal Debt Delinquency Explanation**

The following field should contain an explanation if the Applicant organization is delinquent on any Federal Debt. Maximum number of characters that can be entered is 4,000. Try and avoid extra spaces and carriage returns to maximize the availability of space.

Not Applicable

## Application for Federal Assistance (Planning Projects)

### PART II – PROJECT APPROVAL INFORMATION

<p><b>Item 1.</b> Does this assistance request require State, local, regional, or other priority rating?   <input type="checkbox"/> Yes    <input checked="" type="checkbox"/> No</p>	<p>Name of Governing Body:   Priority:</p>
<p><b>Item 2.</b> Does this assistance request require State, or local advisory, educational or health clearances?   <input type="checkbox"/> Yes    <input checked="" type="checkbox"/> No</p>	<p>Name of Agency or Board:   (Attach Documentation)</p>
<p><b>Item 3.</b> Does this assistance request require clearinghouse review in accordance with OMB Circular A-95?   <input type="checkbox"/> Yes    <input checked="" type="checkbox"/> No</p>	<p>(Attach Comments)</p>
<p><b>Item 4.</b> Does this assistance request require State, local, regional or other planning approval?   <input type="checkbox"/> Yes    <input checked="" type="checkbox"/> No</p>	<p>Name of Approving Agency:   Date:</p>
<p><b>Item 5.</b> Is the proposed project covered by an approved comprehensive plan?   <input checked="" type="checkbox"/> Yes    <input type="checkbox"/> No</p>	<p>Check one: State    <input type="checkbox"/>  Local    <input checked="" type="checkbox"/>  Regional    <input type="checkbox"/>   Location of Plan: City of Chowchilla Public Works Offices</p>
<p><b>Item 6.</b> Will the assistance requested serve a Federal installation?   <input type="checkbox"/> Yes    <input checked="" type="checkbox"/> No</p>	<p>Name of Federal Installation:   Federal Population benefitting from Project:</p>
<p><b>Item 7.</b> Will the assistance requested be on Federal land or installation?   <input type="checkbox"/> Yes    <input checked="" type="checkbox"/> No</p>	<p>Name of Federal Installation:   Location of Federal Land:   Percent of Project:        %</p>
<p><b>Item 8.</b> Will the assistance requested have an impact or effect on the environment?   <input type="checkbox"/> Yes    <input checked="" type="checkbox"/> No</p>	<p>(See instruction for additional information to be provided)</p>
<p><b>Item 9.</b> Will the assistance requested cause the displacement of individuals, families, businesses, or farms?   <input type="checkbox"/> Yes    <input checked="" type="checkbox"/> No</p>	<p>Number of:  Individuals:    _____  Families:        _____  Businesses:    _____  Farms:            _____</p>
<p><b>Item 10.</b> Is there other related Federal assistance on this project previous, pending, or anticipated?   <input type="checkbox"/> Yes    <input checked="" type="checkbox"/> No</p>	<p>(See instructions for additional information to be provided.)</p>

**PART III – BUDGET INFORMATION**

**SECTION A – BUDGET SUMMARY**

Grant Program, Function or Activity (a)	Federal Catalog No. (b)	Estimated Unobligated Funds		New or Revised Budget		
		Federal (c)	Non-Federal (d)	Federal (e)	Non-Federal (f)	Total (g)
1. ALP	20.106	\$	\$	\$ 105,030	\$ 11,670	\$ 116,700
2. Electrical Asse				33,075	3,675	36,750
3. PMMP Assess				26,190	2,910	29,100
4.						
5. TOTALS		\$	\$	\$ 164,295	\$ 18,255	\$ 182,550

**SECTION B – BUDGET CATEGORIES**

6. Object Class Categories	Grant Program, Function or Activity				Total
	(1)	(2)	(3)	(4)	(5)
a. Personnel	\$ 5,600.00	\$ 1,750.00	\$ 1,400.00	\$	\$ 8,750.00
b. Fringe Benefits					
c. Travel					
d. Equipment					
e. Supplies					
f. Contractual	111,100.00	35,000.00	27,700.00		173,800.00
g. Construction					
h. Other					
i. Total Direct Charges	116,700.00	36,750.00	29,100.00		182,550.00
j. Indirect Charges					
k. TOTALS	\$ 116,700.00	\$ 36,750.00	\$ 29,100.00	\$	\$ 182,550.00
7. Program Income	\$ 0.00	\$ 0.00	\$ 0.00	\$	\$ 0.00

**SECTION C – NON-FEDERAL RESOURCES**

(a) GRANT PROGRAM	(b) APPLICANT	(c) STATE	(d) OTHER SOURCES	(e) TOTALS
8. ALP	\$ 11,670.00	\$	\$	\$ 11,670.00
9. Electrical Assessment	3,675.00			3,675.00
10. PMMP	2,910.00			2,910.00
11.				
12. TOTALS	\$ 18,255.00	\$	\$	\$ 18,255.00

**SECTION D – FORECASTED CASH NEEDS**

	Total for 1 <sup>st</sup> Year	1 <sup>st</sup> Quarter	2 <sup>nd</sup> Quarter	3 <sup>rd</sup> Quarter	4th Quarter
13. Federal	\$ 164,295.00	\$ 24,600.00	\$ 41,000.00	\$ 74,095.00	\$ 24,600.00
14. Non-Federal	18,255.00	2,740.00	3,500.00	9,275.00	2,740.00
15. TOTAL	\$ 182,550.00	\$ 27,340.00	\$ 44,500.00	\$ 83,370.00	\$ 27,340.00

**SECTION E – BUDGET ESTIMATES OF FEDERAL FUNDS NEEDED FOR BALANCE OF THE PROJECT**

(a) GRANT PROGRAM	FUTURE FUNDING PERIODS (YEARS)			
	(b) FIRST	(c) SECOND	(d) THIRD	(e) FOURTH
16.	\$	\$	\$	\$
17.				
18.				
19.				
20. TOTALS	\$	\$	\$	\$

**SECTION F – OTHER BUDGET INFORMATION**

(Attach additional sheets if necessary)

21. Direct Charges:	Personnel costs will cover administration of the grant, obtaining and coordination with consultants.
22. Indirect Charges:	Not applicable
23. Remarks:	

**PART IV PROGRAM NARRATIVE (Attach per instructions)**

**PART IV - PROGRAM NARRATIVE**  
(Suggested Format)

**PROJECT:** ALP Drawing set (Exhibit A Property Map, Airspace Drawing, ALP Configuration Drawing) and Narrative with Electrical

**AIRPORT:** Chowchilla Municipal

**1. Objective:**

The City of Chowchilla is a disadvantaged community (California Water Resources Board). The population's median income is \$37,466, well below the state average of \$61,094. Due to the economy and turnover in staff, improvements have fallen to the wayside. With new staff and dedication, the Chowchilla Municipal Airport is a priority for the City as it is in dire need of improvements, but needs to be done so strategically due to resources. This application requests funds for an updated ALP drawing set (Exhibit A Property Map, Airspace and Airport configuration) and narrative combined with an electrical assessment and PMMP (rolled into this application due to cost). This will establish a baseline of conditions and determine necessary improvements for future implementation. This plan will ensure existing users can utilize the airport safely as well as attract new users.

**2. Benefits Anticipated:**

Obtaining an accurate layout of the airport, combined with current pavement and electrical inventory and condition will allow an action plan to be developed to determine priority, cost and time lines. This will help to develop a budget and project needs in order to obtain grant funding and determine what can be budgeted to rectify improvement needs. The airport has a significant amount of agricultural-related flights which utilize the runway in a different manner than commercial and other private aircraft. Conducting the assessment will allow for need based priority projects to be defined and ensure that the annual 6,700 aircraft flights that use the airport will be able to do so safely and efficiently. Based on Madera's County-wide Airport Land Use Compatibility Plan, Chowchilla's Airport is anticipated to receive an increase of 21,000/annual flights by year 2035.

**3. Approach:** *(See approved Scope of Work in Final Application)*

The City plans on soliciting to obtain a consultant(s) to do the ALP Drawing set, assessments and draft preliminary recommendations with estimated costs. Once this is completed the City will develop an action plan with time lines, laying out needs and their priorities. City staff will then develop a corresponding budget and pursue any applicable grant opportunities in order to help alleviate the burden on the city and ensure necessary improvements are addressed in a timely manner.

**4. Geographic Location:**

The location is the entire Chowchilla Municipal Airport, the physical address is 16487 Avenue 25, Chowchilla, CA 93610.

**5. If Applicable, Provide Additional Information:**

Not applicable

**6. Sponsor's Representative:** *(include address & telephone number)*

Craig Locke  
130 South Second Street  
Chowchilla, CA 93610  
(559) 665-8615 ext 300



# REPORT TO THE CITY COUNCIL

Council Meeting of January 26, 2016

**Agenda Section:** New Business

**SUBJECT:** **Approval of Updated Form Facility Lease Agreements and Delegation of Signature Authority to City Administrator**

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

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

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

**RECOMMENDATION:**

Staff recommends approval of a Resolution, approving Three-Year Lease Agreements for Facilities at the Chowchilla Municipal Airport, and delegating to the City Administrator authority to execute all lease agreements on behalf of City Council.

**HISTORY / BACKGROUND:**

The City of Chowchilla is the Airport Sponsor for Chowchilla Municipal Airport. As an Airport Sponsor, City must comply with Grant Assurances associated with State and FAA funding of infrastructure. In an effort to keep current, the City Council has reviewed and updated the existing lease agreements. As the sponsor/stakeholder, the City of Chowchilla makes every effort to comply with other the airport regulatory agencies; local, county, state and federal government.

The City Attorney reviews several lease elements taking into account the Lessor, Lessee, use of premises, lease term, rents, any construction improvements (if applicable), taking into account best management practices.

Specific airport fees and charges were updated by City Council and approved on April of 2014 and are located in the City Master Fee Schedule. The specific airport fees are listed below:

Regular T Hangars	\$ 1,120.00
Portable Hangars	\$ 862.00
Tiedown Leases	\$ 280.00
*Tiedown Daily Use	\$ 3.00
Comm. Monthly FBO	\$ 63.00
FBO Land Lease (\$850/Yr.)	\$ 1,168.00
Private Hangar (2yrs fixed contract)	\$ 690.00
Storage of Non-Flyable Aircraft	\$ 1,194.00

Multiple lease agreements are up for renewal. City staff intends on using the attached form agreement, if approved, for entering into new long term agreements with those existing tenants, or new tenants, if necessary.

**FINANCIAL IMPACT:**

Airport revenues will be collected and deposited in the Airport Enterprise Fund specific accounts.

**ATTACHMENTS:**

Resolution

Form of Airport Lease Agreement

**COUNCIL RESOLUTION # -16**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHOWCHILLA,  
CALIFORNIA, APPROVING THE UPDATED FORM HANGAR AND FIXED BASE  
OPERATION LEASE AGREEMENTS AND DELEGATING SIGNATURE AUTHORITY  
TO CITY ADMINISTRATOR**

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

**WHEREAS** the City of Chowchilla has met the requirements pursuant to Government Code Section 66016; and

**WHEREAS**, the City Attorney as reviewed the airport term lease agreements to ensure that all local, county, state and federal rules and regulations have been met.

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

1. The Council finds that the above recitals are true and accurate.
2. Council hereby authorizes the City Administrator to use the attached form Hangar Lease Agreement and Fixed Base Operation Land Lease Agreements to enter into new lease agreements with tenants at the Chowchilla Municipal Airport. The City Administrator is authorized to sign such agreements and bind the City.

**PASSED AND ADOPTED** by the City Council of the City of Chowchilla this 26th day of January, 2016 by the following vote to wit:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

APPROVED:

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Waseem Ahmed, Mayor

ATTEST:

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Joann McClendon, CMC  
Interim City Clerk

**CITY OF CHOWCHILLA  
CHOWCHILLA MUNICIPAL AIRPORT  
HANGAR LEASE AGREEMENT (“AGREEMENT”)**

The City of Chowchilla, a municipal corporation in the County of Madera, State of California, hereinafter called the “CITY”, hereby leases to \_\_\_\_\_, a resident of the City of \_\_\_\_\_, County of Madera, State of California, dba (if applicable) \_\_\_\_\_, a California Corporation (if applicable), hereinafter referred to as “TENANT”, that hangar unit situated in an aircraft hangar located at the Chowchilla Municipal Airport Hangar # \_\_\_\_\_ (“PROPERTY”), pursuant to the following terms:

1. **COMPLIANCE WITH FAA REGULATIONS.** To the extent applicable, TENANT shall comply with all FAA requirements, and regulations, including but not limited to, compliance with civil rights requirements, prohibition of exclusive rights, proper maintenance and operation of airport facilities, keeping good title of Airport property, preservation of rights and powers, adherence to approved Airport layout plan(s), and compatibility of land use.
  
2. **TERM OF AGREEMENT.** The term of this AGREEMENT shall be for a period of one (1) year commencing February 1, \_\_\_\_\_ and ending January 31, \_\_\_\_\_. This agreement may be renewed by mutual agreement of the Parties, in one-year increments for a maximum of two (2) additional years. The CITY may terminate this AGREEMENT at any time by giving TENANT sixty (60) days written notice or as otherwise provided by this AGREEMENT.
  - a. **DELAY IN POSSESSION.** CITY agrees to use its best commercially reasonable efforts to deliver possession of the PROPERTY to TENANT by the first day of the month immediately following the day this agreement is signed by all parties. If, despite said efforts, CITY is unable to deliver possession by such date, CITY shall not be subject to any liability therefore, nor shall such failure affect the validity of this AGREEMENT or change its expiration date. TENANT shall not, however, be obligated to pay RENT (as defined below) or perform its other obligations until CITY delivers possession of the PROPERTY.
  
  - b. **AGREEMENT COMPLIANCE.** CITY shall not be required to deliver possession of the PROPERTY to TENANT until TENANT complies with its obligation to provide evidence of insurance pursuant to the terms of this AGREEMENT. Pending delivery of such evidence, TENANT shall be required to perform all of its obligations under this AGREEMENT, including the payment of RENT (as defined below), notwithstanding CITY’s election to withhold possession pending receipt of evidence of insurance.

3. **RENT.** “RENT” is defined to include all monetary amounts owing by TENANT to CITY pursuant to the terms of this AGREEMENT, whether they are described in this paragraph or elsewhere. All RENT payments shall be received by the CITY on or before February 1, of each year.
- a. **HANGAR RENTAL FEE.** TENANT shall pay to CITY without deduction or offset and on or before the 1<sup>st</sup> day of February each year a Hangar rental fee and all other services and utility fees and licenses established and/or required for business operations at the Chowchilla Municipal Airport, as established by the Chowchilla City Council. TENANT will be subject to fee and charge increases annually above and beyond the said fees stated in this AGREEMENT in accordance with City Council Resolutions to establish fees and charge increases.
- b. **LATE CHARGES.** TENANT hereby acknowledges that its late payment of RENT will cause CITY to incur costs not contemplated by this AGREEMENT, the exact amount of which will be extremely difficult to ascertain. Such costs include, but are not limited to, processing and accounting charges. Accordingly, if any RENT is not received by CITY on the day that it is due ~~plus any grace period~~, then, without any requirement or notice to TENANT, TENANT shall immediately pay to CITY a **one-time late charge equal to ten percent (10%) of each such overdue amount or \$100, whichever is greater**. The parties hereby agree that such late charge represents a fair and reasonable estimate of the costs CITY will incur by reason of such late payment. Acceptance of such late charge by CITY shall in no event constitute a waiver of TENANT’s BREACH (as defined below) with respect to such overdue amount, nor prevent the exercise of any of the other rights and remedies granted hereunder. ~~If the rent payment has not been received by the 28<sup>th</sup> day following the due date, the CITY reserves the right to deny access to the TENANT until such time as the balance of rent, late fee and any associated interest has been paid to the CITY.~~
- c. **INTEREST.** Any monetary payment due to CITY hereunder, other than late charges, not received by CITY, when due shall bear interest from the 28th day after it was due. **The interest charged shall be computed at the rate of ten percent (10%) per annum but shall not exceed the maximum rate allowed by law.** Interest is payable in addition to the potential late charge provided for above.
4. **TAXES.** Any and all taxes assessed by any governmental unit shall be the responsibility of the TENANT. TENANT recognizes and understands that this AGREEMENT may create a possessory interest subject to property taxation and that TENANT shall be responsible for any property taxes levied on such interest.
5. **USE OF PROPERTY.** The PROPERTY shall only be used for the purpose of the principal storage of the following aircraft:

AIRCRAFT TYPE: \_\_\_\_\_

SERIAL NUMBER: \_\_\_\_\_

REGISTRATION NUMBER: \_\_\_\_\_

PRESENT CONDITION OF AIRCRAFT: \_\_\_\_\_ Operational, \_\_\_\_\_ Non-Operational

All aircraft stored at the PROPERTY must be registered to TENANT. A single personal vehicle may be temporarily stored at the PROPERTY when the aircraft is temporarily removed. Parking on the apron is not permitted.

- a. TENANT shall not use or permit said property or any portion thereof to be used for any purpose other than the purpose for which the PROPERTY is leased without prior written consent of CITY.
- b. TENANT shall comply with all federal, state and local procedures to prevent soil, water and air quality degradation; and pay for equipment and devices, including the cost of installation, necessary to meet said requirements.
- c. No private locks of any type shall be used on the hangar doors unless prior CITY consent is granted.
- d. Waste oil shall be disposed. All other items detrimental to the environment shall be disposed of properly. Garbage shall be disposed of only in the garbage container(s) located near the walk-in man-gate provided by the CITY. TENANT is solely responsible for the proper disposal of all materials generated from or within the unit. The cost of cleaning up any materials improperly disposed of on airport properties shall be charged to the TENANT of the unit which generated or was the source of the material.
- e. TENANT is solely responsible for the PROPERTY's cleanliness.
- f. Engine run-up and taxing out of the PROPERTY is not allowed.
- g. Aircraft fueling is not allowed at the PROPERTY.
- h. TENANT shall not store fuel containers inside the PROPERTY's hangar.
- i. This lease shall not be sold, assigned, or in any manner transferred.
- j. TENANT shall not make, or suffer to be made, any alterations to the PROPERTY, or any part thereof, without the CITY's prior written consent
- k. TENANT shall not post any signs, posters, or papers on the outside exterior walls or roof of the PROPERTY, nor shall TENANT paint, design or otherwise alter, the outward appearance of the PROPERTY, without the CITY's prior written consent.

1. Prior to storing the aircraft described in this agreement or any substitute aircraft at the PROPERTY, TENANT shall provide CITY in writing, the following information, if not already provided in this AGREEMENT:
  - i. Aircraft Type
  - ii. Serial Number
  - iii. Registration Number
  - iv. Present condition of aircraft (Is the aircraft presently airworthy?)
  - v. Evidence of insurance in compliance with this AGREEMENT
  - vi. Contact Information
  
6. **UTILITIES.** TENANT shall pay for all utility services, including electric and water, supplied to the PROPERTY, including the cost of installation and Maintenance thereof, if any. TENANT shall use City of Chowchilla water and shall pay the Standard Commercial Fee for hook-up and monthly services charge.
  
7. **MAINTENANCE OF PROPERTY, IMPROVEMENTS, SOIL, WATER AND AIR QUALITY PROTECTION DEVICES.** CITY shall provide on-site soil testing to establish that no soil contamination or spillage is within the PROPERTY prior to TENANT taking possession of the PROPERTY. TENANT shall, at its sole cost and expense, keep and maintain the PROPERTY, improvements and all portions thereof, including the PROPERTY's soil, in safe and sanitary order, in good state of repair, and in proper working order. TENANT shall keep the PROPERTY clean and free of weeds, debris and other unsightly or unsafe matter and shall properly dispose of all debris and other waste matter which may accumulate. Should any portion of the PROPERTY's soil become exposed to fuel, or any other contamination, it shall be TENANT's sole responsibility to immediately take all actions necessary to remediate the soil.
  - a. **SERVICE CONTRACTS.** TENANT shall, at TENANT's sole expense, procure and maintain contracts with copies to CITY, in customary form and substance for, and with contractors specializing and experienced in the maintenance of the following equipment and improvements, if and when installed on the PROPERTY: (i) HVAC equipment, (ii) fire extinguishing systems, including fire alarm and/or smoke detection, (iii) landscaping and irrigation systems, and (iv) fuel pumping equipment. However, CITY reserves the right, upon fifteen (15) days' notice to TENANT, to procure and maintain any or all of such service contracts, and TENANT shall reimburse CITY, upon demand, for the cost thereof.
  
  - b. **ENVIRONMENTAL CONTAMINATION.** If a hazardous substance is released onto the PROPERTY during the term of this AGREEMENT, CITY may, at its option, either (i) investigate and remediate such release, if required, as soon as reasonably possible at TENANT's expense, in which event this AGREEMENT shall continue in full force and effect, or (ii) give TENANT written notice of CITY's desire to terminate this AGREEMENT as of the date thirty (30) days following the date of such notice.

- c. **FAILURE TO PERFORM.** If TENANT fails to perform its obligations to maintain the PROPERTY, CITY may enter upon the PROPERTY after ten (10) days written notice to TENANT (unless an emergency situation exists, in which case notice is not required), perform such actions as needed to bring the PROPERTY into compliance on TENANT's behalf, and TENANT shall promptly pay the CITY a sum equal to 115% of the cost thereof.
8. **TERMINATION.** Upon expiration or termination of this AGREEMENT, TENANT shall have no further right or interest in any of the PROPERTY, improvements and equipment thereon, with the sole exception of personal property. CITY shall have the option as to whether any or all improvements or equipment constructed and/or installed on the PROPERTY by TENANT may be removed by TENANT or whether they shall remain. Should CITY determine that any or all such improvements and equipment shall remain, such improvements and equipment shall thereupon become the property of CITY, and TENANT agrees to execute a Bill of Sale transferring all rights, interests and ownership in such improvements to CITY. Should CITY exercise its option of requiring TENANT to remove any or all such improvements or equipment from the PROPERTY, such removal shall be accomplished by TENANT at TENANT's sole cost and expense within 30 days after termination or expiration of this AGREEMENT, during which 30 days TENANT will have no liability for RENT. If TENANT fails to remove such improvements within said 30-day period, CITY may remove them at TENANT's expense, and TENANT shall be liable for payment of RENT as herein described for any period TENANT occupies the PROPERTY after termination.
9. **PROHIBITIONS.** TENANT shall be subject to all airport rules and regulations, including but not limited to, the following:
  - a. This AGREEMENT is subject to all applicable terms, and conditions, executed by the Administrator of Federal Aviation Agency acting on behalf of the United State of America.
  - b. TENANT agrees that it will not use or permit said PROPERTY to be used for any unlawful purpose.
  - c. TENANT shall not commit nor suffer to be committed any waste upon the PROPERTY, or any public or private nuisance or other act or thing which may disrupt the normal utilization by any other tenant of the Chowchilla Municipal Airport.
  - d. TENANT shall, at its sole cost and expense, promptly observe and comply with all laws, orders, regulations, rules, ordinances and requirements now in force or which may hereafter be in force of federal, state, county and city governments or other lawful governmental bodies or any of their departments, bureaus or officers

having jurisdiction over the PROPERTY or any of the activities conducted thereon.

- e. TENANT agrees to observe and obey all laws, ordinances rules and regulations now in effect or promulgated in the future by CITY and/or by any other proper authority having jurisdiction over the conduct of operations at the Chowchilla Municipal Airport. CITY reserves the right to suspend all chemicals handling, storage and FUEL sales if TENANT is found to be in non-compliance with Madera County Health Department, California Department of Health Services, or California Regional Water Quality Control Board soil, air and water quality protection regulations.
  - f. TENANT shall store all FUEL that reaches the PROPERTY, in accordance with city, county, state and federal regulations. TENANT AGREES TO PAY ALL COSTS for the cleanup and remediation, if any, of chemical spills or jettisoned loads anywhere on the PROPERTY or anywhere on property owned by the City of Chowchilla, that result from TENANT's operations or related activities.
  - g. TENANT shall do all things which may be required of it or be deemed necessary on account of the use by TENANT of said PROPERTY, and TENANT shall and does agree to pay, at its sole cost and expense, all fines, penalties, damages, costs and expenses that may in any manner arise out of or be imposed because of the failure of TENANT to comply with this paragraph. TENANT shall and does hereby agree to hold CITY harmless from any damage, injury or loss suffered by reason of any breach by TENANT.
10. **SUBCONTRACTORS.** TENANT shall provide CITY a written list of all subcontractors used in its operations at the PROPERTY including, but not limited to the following:
- a. TENANT is required to give 24 hour written notice to CITY for use of a new subcontractor in TENANT's operation.
  - b. All subcontractors are required to provide to CITY Commercial General Liability Insurance.
  - c. TENANT shall only use subcontractors that are providing direct services to the TENANT. NO independent operations by subcontractors are allowed under the terms of this AGREEMENT.
  - d. TENANT must be able to produce upon demand to CITY, written documentation that subcontractor services are directly related to TENANT's operations when using the Chowchilla Airport Facility.
11. **USE OF AIRPORT FACILITIES.** TENANT shall load and service aircraft only at the PROPERTY and/or designated site, no other place on the airport. TENANT shall not load or unload on runway, taxiway or restricted surfaces. CITY may designate surface

location for loading, if deemed necessary due to weather conditions, repairs or constructions. TENANT shall not make, or suffer to be made; any soil contaminations and spillage from hazardous materials used in fixed base operations during term of THIS AGREEMENT and TENANT shall agree to soil sample testing to be taken, if deemed necessary, in which the TENANT will be subject to payment. TENANT agrees to pay for any clean-up and cost incurred during clean-up until soil testing is approved and contamination is no longer present in the Leased Premises. TENANT agrees to thirty (30) day site improvements; utility services to site including reduced pressure backflow system tank (1 W' pipe required by TENANT), cement slab, diking and grading site per a pre-approved plan. TENANT regulations for zero tolerance for loading/unloading chemicals are in compliance with EPA. TENANT shall not rinse or wash aircraft until loading cement/pump is installed.

12. **COMPLIANCE WITH LAWS AND REGULATIONS.** In addition to the covenants herein and above set forth, TENANT agrees to the following:

- a. TENANT shall not commit or allow to be committed in or upon the PROPERTY any other act or thing that may disturb any other tenant at the airport.
- b. TENANT shall, at Tenant's own cost and expense, obtain and maintain all licenses, permits, certificates or other authorizations of any governmental authority having jurisdiction thereover, including, but not limited to, the FAA, this may be necessary for the conduct of its business on the Premises. Without limiting the generality of the foregoing, TENANT shall comply with all applicable laws, resolutions, codes, rules, orders, directions, ordinances and regulations of any department, bureau or agency or any governmental authority having jurisdiction over the operations, occupancy, maintenance and use of the PROPERTY for the purpose described in the AGREEMENT.

13. **AIRPORT APPROPRIATED BY FEDERAL GOVERNMENT.** In the event that the Chowchilla Municipal Airport or any portion thereof is appropriated by the Federal Government in a national emergency and as a result thereof civil aircraft are prohibited from using said airport, and as a result thereof TENANT is otherwise prohibited by federal law, rule or regulation from using and/or occupying the PROPERTY, and TENANT for such reason does not use or occupy said PROPERTY and TENANT is not compensated for damages caused thereby, then during the period in which all such conditions exist, the rental herein required to be paid shall be suspended. Except for such suspension or rental, each and every provision term, covenant and condition of this AGREEMENT shall remain in force and effect, including, but not by way of limitation, TENANT's obligation to maintain the PROPERTY. The term of this AGREEMENT shall not be extended because of the occurrence of the above conditions.

14. **ENVIRONMENTAL INDEMNIFICATION.** TENANT agrees to indemnify, defend by counsel chosen by the CITY and hold harmless, CITY, its directors, council members, officers, employees, representatives and agents hereinafter referred to collectively as

"CITY PERSONNEL" from and against and in respect of any and all claims, damages (including, without limitations, diminution deficiencies, interest, penalties, attorney fees and all amounts paid in defense of settlement of the foregoing whether or not arising out of third-party claims, which may be imposed upon or incurred by CITY or asserted against CITY PERSONNEL by any other party or parties (including governmental entities), in connection with any environmental non-compliance arising out of, resulting from, or attributable to, the assets, business, or any claims, expenses, losses, liabilities, etc., resulting from the alleged exposure of any person to environmental conditions or exposure resulted from TENANT's activities or TENANT's agents, representatives, employees or independent contractors.

15. **ASSIGNMENTS, ABSOLUTE PROHIBITION OF SUBLETTING.** TENANT shall not assign this AGREEMENT or any interest therein, and shall not sublet the PROPERTY or any portion thereof or any rights or privileges appurtenant thereto or suffer any other person (agents and servants of CITY excepted) to occupy or use the PROPERTY or any portion thereof without the CITY's prior written consent. Consent to one assignment subletting, occupation or use by another person shall not be deemed to be consent to any subsequent assignment, subletting, occupation or use.
  
16. **ABANDONMENT.** TENANT shall not abandon the PROPERTY described herein at any time during the term hereof. The PROPERTY shall be deemed abandoned following notices as provided by California's Civil Code.
  
17. **ALTERATIONS-REMOVAL OF ADDITIONS.** Except as provided in this AGREEMENT, TENANT shall not make or allow to be made any alterations to the PROPERTY or any part thereof without first obtaining the CITY's written consent. TENANT shall keep the PROPERTY free from any liens arising out of any work performed, materials furnished or obligations incurred by TENANT. In the event the TENANT desires to make any alterations or improvements, plans and specifications thereof shall be submitted to the CITY and if satisfactory, completion thereof shall be made to the CITY's satisfaction.
  
18. **INSURANCE.**
  - a. **HULL INSURANCE.** TENANT shall carry hull insurance on each aircraft stored at the PROPERTY.
  
  - b. **GENERAL LIABILITY INSURANCE.** TENANT shall at all times carry commercial general liability insurance which shall provide coverage from any claim or liability for any injury or damage to any person or property occurring on the PROPERTY or arising out of or resulting from the TENANT's operations or omissions on said PROPERTY or at the Chowchilla Municipal Airport. The

policy limits of general commercial liability policies shall be in not less than One Million Dollars (\$1,000,000) per occurrence, Two Million Dollars (\$2,000,000).

- c. **PROPERTY DAMAGE.** TENANT shall obtain and maintain insurance coverage on all of TENANT's personal property, trade fixtures and TENANT owned alterations and utility installations located on the PROPERTY. Such insurance shall be full replacement cost coverage with a deductible that does not exceed \$1,000 per occurrence. The proceeds from any such insurance shall be used by TENANT for the replacement of personal property, trade fixtures and TENANT owned alternations and utility installations. Such insurance shall include coverage for property damage caused by blasting, collapse, structural injuries, and damage to underground utilities. The policy shall not contain the so-called "x", "c" or "u" exclusions. The Certificate of Insurance shall further provide that ten (10) days notice of cancellation or reduction in coverage shall be given to the CITY.
- d. **VERIFICATION OF COVERAGE.** TENANT shall furnish to CITY certificates of insurance with original endorsements effecting coverage required by this AGREEMENT. The certificates and endorsements for each insurance policy(ies) are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates or endorsements are to be received and approved by CITY prior to the commencement date, and thereafter, TENANT shall furnish new certificates 30 days prior to the expiration date of the previous certificate(s). City reserves the right to require complete, certified copies of all prior insurance policies at all times.

All insurance policies obtained to comply with the terms of this AGREEMENT shall be in a form that meets the CITY's approval and shall be underwritten by a company or companies approved by the CITY. Policy limits shall be reviewed on yearly intervals and adjusted as required. Said policies shall expressly include CITY, its officers and employees, as insured and shall not in any way limit the coverage provided by said policy or policies for injury or damage to the person or property of CITY, its officers and employees, arising or resulting from any wrongful act or omission or negligence on the part of TENANT, its servants, employees or agents. Other insurance of CITY shall not be required to participate with said insurance in the payment of any damages. Said insurance policy, policies or certificates evidencing issuance of the policies required herein shall be provided to the CITY concurrently with the execution of this AGREEMENT and shall include an endorsement precluding cancellation thereof without 30 days prior written notice to CITY.

## **19. BREACH; REMEDIES.**

- a. **BREACH.** A "BREACH" is defined as TENANT's failure to comply with or perform any of the terms, covenants, conditions under this AGREEMENT or

FAA Rules and Regulations, and the failure of TENANT to cure that BREACH within any applicable grace period.

- i. TENANT shall be deemed in BREACH if, for three (3) calendar days following written notice, TENANT fails to make any payment of RENT when due, or to provide reasonable evidence of insurance. **THE CITY'S ACCEPTANCE OF A PARTIAL PAYMENT OF RENT SHALL NOT CONSTITUTE A WAIVER OF ANY OF CITY'S RIGHTS, INCLUDING CITY'S RIGHT TO RECOVER POSSESSION OF THE PREMISES.**
  - ii. TENANT shall be deemed in BREACH if it fails to fulfill any obligation under this AGREEMENT which endangers or threatens life or property.
  - iii. TENANT shall be deemed in BREACH if any of the following events occur: (a) the making of any general arrangement or assignment for the benefit of creditors; (b) becoming a debtor as defined in 11 U.S.C Section 101 or any successor statute thereto (unless, in the case of a petition filed against TENANT, the same is dismissed within 60 days); (c) the appointment of a trustee or receiver to take possession of substantially all of TENANT'S assets located at the PROPERTY or of TENANT'S interest in this AGREEMENT, where possession is not restored to TENANT within thirty (30) days; or (d) the attachment, execution or other judicial seizure of substantially all of TENANT'S assets located at the PROPERTY or of TENANT'S interest in this AGREEMENT, where such seizure is not discharged within 30 days; provided, however, in the event that any provision of this subparagraph is contrary to any applicable law, such provision shall be of no force or effect, and not affect the validity of the remaining provisions.
- b. **REMEDIES.** If TENANT is in BREACH of this AGREEMENT, CITY may, at its option, perform on TENANT'S behalf, and TENANT shall pay to CITY an amount equal to 115% of the costs and expenses CITY incurs in such performance upon receipt of an invoice therefor. CITY may also, with or without further notice or demand, and without limiting CITY in the exercise of any right or remedy which CITY may have by reason of such BREACH:
- i. Terminate TENANT'S right to possession of the PROPERTY by any lawful means, in which case this AGREEMENT shall terminate and TENANT shall immediately surrender possession of the PROPERTY with all of its improvements and equipment to CITY, keeping only TENANT'S personal property. In such event, CITY shall be entitled to recover from TENANT (a) the unpaid RENT which had been earned at the time of the termination; (b) the worth at the time of award of the amount by which the unpaid rent which would have been earned after termination until the time of award exceeds the amount of such rental loss that TENANT proves

could have been reasonably avoided; (c) the worth at the time of award of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of such rental loss that the TENANT proves could be reasonably avoided; and (d) any other amount necessary to compensate CITY for all the detriment proximately caused by TENANT's failure to perform its obligations under this AGREEMENT or which the ordinary course of things would be likely to result therefrom, including but not limited to the cost of recovering possession of the PROPERTY, expenses or reletting, including necessary renovation and alteration of the PROPERTY, reasonable attorneys' fees, and that portion of any leasing commission paid by CITY in connection with this AGREEMENT applicable to the unexpired term of this AGREEMENT. The worth at the time of award of the amount referred to in provision (c) of the immediately preceding sentence shall be computed by discounting such amount at the discount rate of the Federal Reserve Bank of the District within which the PROPERTY is located at the time of award plus one percent. Efforts by City to mitigate damages caused by TENANT's BREACH of this AGREEMENT shall not waive CITY's right to recover any damages to which CITY is otherwise entitled. If termination of this AGREEMENT is obtained through the provision remedy of unlawful detainer, CITY shall have the right to recover in such proceeding any unpaid RENT and damages as are recoverable therein, or CITY may reserve the right to recover all or any part thereof in a separate suit. If notice and grace period required under this AGREEMENT was not previously given, a notice to pay rent or quit, or to perform or quit given to TENANT under the unlawful detainer statute shall constitute the notice required by this AGREEMENT. In such case, the applicable grace period and the unlawful detainer statute shall run concurrently, and TENANT's failure to cure within the greater of the two periods shall constitute both an unlawful detainer and a BREACH of this AGREEMENT entitling CITY to the remedies provided for in this AGREEMENT and/or by said statute.

- ii. Continue this AGREEMENT and TENANT's right to possession and recover the RENT as it becomes due, in which event TENANT may sublet or assign, subject only to reasonable limitations.
- iii. Pursue any other remedy now or hereafter available under the laws or judicial decisions of the State of California or the United States of America. The expiration or termination of this AGREEMENT and/or the termination of TENANT's right to possession shall not relieve TENANT from liability under any indemnity provisions of this AGREEMENT as to matters occurring or accruing during the term hereof or by reason of TENANT's occupancy of the PROPERTY.

## **20. BREACH BY CITY.**

- a. **NOTICE OF BREACH.** CITY shall not be deemed in breach of this AGREEMENT unless CITY fails within a reasonable time to perform an obligation required to be performed by CITY. For purposes of this paragraph, a reasonable time shall in no event be less than thirty (30) days after receipt by CITY of written notice specifying the obligation CITY has purportedly failed to form; provided, however, that if the nature of CITY's obligation is such that more than thirty (30) days are reasonably required for its performance, then CITY shall not be in breach if performance is commenced within such thirty (30) day period and thereafter diligently pursued to completion.
  - b. **PERFORMANCE BY TENANT ON CITY'S BEHALF.** In the event that CITY fails to cure such default within the reasonable time described above, then TENANT may elect to cure said breach at TENANT's expense and offset from RENT the actual and reasonable cost to perform such cure, provided however, that such offset shall not exceed an amount equal to one month's Monthly Fee, reserving TENANT's right to seek reimbursement from CITY for any such expense in excess of such offset. TENANT shall document the cost of said cure and supply said documentation to CITY.
21. **CONDEMNATION CLAUSE.** If any part of the PROPERTY shall be taken or condemned for a public or quasi-public use, and a part thereof remains which is susceptible of occupation hereunder, this AGREEMENT shall, as to the part so taken, terminate as of the date title shall vest in the condemner, and the RENT payable hereunder shall be adjusted so that TENANT shall be required to pay for the remainder of the term only such portion of such RENT as the value of the part remaining after the condemnation bears to the value of the entire PROPERTY as the date of condemnation but in such event, CITY and TENANT shall each have the option to terminate this AGREEMENT as of the date when title to the part so condemned vests in the condemner. If all the PROPERTY, or such part thereof, be taken or condemned so that there does not remain a portion susceptible of occupation hereunder, this AGREEMENT shall thereupon terminate. If part or all of the PROPERTY be taken or condemned, all compensation awarded upon such condemnation or taking shall be shared by CITY and TENANT, as their interests appear of record.
22. **INDEMNITY.** To the fullest extent permitted by law, TENANT agrees to indemnify, hold harmless, protect and defend CITY and CITY's employees, City Council, agents, representatives and contractors from any and all claims, causes of action, liability, losses, costs, and damages, for the foreseeable or unforeseeable, arising out of or related to any act, omission, or negligence of TENANT or TENANT's agents, employees, representatives or contractors, or arising from or related to TENANT's use of activities related to this AGREEMENT and/or on or at the Chowchilla Municipal Airport. The provisions of this section shall survive the termination, cancellation or expiration of this AGREEMENT.
23. **NOTICES.**

- a. **NOTICE REQUIREMENTS.** All notices required or permitted by this AGREEMENT or applicable law, including unlawful detainer statutes, shall be in writing and may be delivered in person (by hand or by courier) or may be sent by regular, certified or registered mail or U.S. Postal Service Express Mail, with postage prepaid, or by facsimile transmission, or by mail, and shall be deemed sufficiently given if served in a manner specified by this paragraph to the addresses below. Either party may be written notice to the other specify a different address for notice.

If to TENANT:

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

With copy to:

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

If to CITY:

City of Chowchilla  
Attn: City Administrator  
130 S. Second Street  
Chowchilla, CA 93610  
Fax: (559) 665-7418

With copy to:

Cota Cole LLP  
Attn: Chowchilla City Attorney  
2261 Lava ridge Court  
Roseville, CA 95661

- b. **DATE OF NOTICE.** Any notice sent by registered or certified mail, return receipt requested, shall be deemed given on the date of delivery shown on the receipt card, or if no delivery date is shown, the postmark thereon. If sent by regular mail, the notice shall be deemed given 72 hours after the same is addressed as required herein and mailed with postage prepaid. Notices delivered by United States Express Mail or overnight courier that guarantees next day delivery shall be deemed given 24 hours after delivery of same to the Postal Service or courier. Notices transmitted by facsimile transmission shall be deemed delivered upon confirmation of receipt. If notice is received on a Saturday, Sunday or legal holiday, it shall be deemed received on the next business day.
24. **RIGHT OF SPECIAL GATHERINGS/EVENTS.** TENANT hereby acknowledges that CITY has approved or will approve in the future occasional large-scale special events (i.e., Annual Gatherings) which may take place on the Chowchilla Municipal Airport. CITY reserves the right to require temporary suspension of activities and evacuation of personnel from the PROPERTY during special events and special activities as may be determined by CITY, without compensation to TENANT. The CITY shall not suspend operations for more than twenty four (24) hours. With the exception of TENANT's insurance and indemnity requirements, all of TENANT's obligations under this AGREEMENT shall be suspended for the duration of such special gatherings or events.

25. **NONDISCRIMINATION.** TENANT for itself, its personal representatives, successors in interest, and assigns, as part of the consideration hereto, does hereby covenant and agree as a covenant running with the land, that:
- a. No person on the grounds of race, color, or national origin shall be excluded from participation, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities;
  - b. In the construction of improvements on, over or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits, or otherwise be subjected to discrimination;
  - c. TENANT shall use the PROPERTY in compliance with all other requirements imposed by or pursuant to Title Forty-nine, Code of Federal Regulations, of the Secretary, Part Twenty-one, nondiscrimination in federal assisted programs of the Department of Transportation-Efficacy of Title VI of the Civil Rights Act of 1964, and as said Regulations by being amended; and
  - d. In the event of breach of any of the above nondiscrimination covenants, the City of Chowchilla shall have the right to terminate this AGREEMENT and to re-enter and repossess said land, and hold the same as if said AGREEMENT had never been made or issued.
  - e. Tenant shall furnish services on a reasonable and not unjustly discriminator basis to all users, and charge reasonable and not unjustly discriminatory prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
26. **NO RIGHT TO HOLDOVER.** TENANT has no right to retain possession of the PROPERTY or any part thereof beyond the expiration or termination of this AGREEMENT. In the event that TENANT holds over, then the Monthly Fee shall be increased to 150% of the applicable amount owing for the month immediately preceding the expiration or termination. The Holdover Monthly Fee shall be calculated on a monthly basis and shall therefore increase by 150% each month. Nothing contained herein shall be construed as consent by CITY of any holding over by TENANT.
27. **FUTURE DEVELOPMENT.** CITY reserves the right to further develop or improve the landing area of the airport as it sees fit, regardless of TENANT's desires or views and without interference or hindrance.
28. **SUBORDINATION TO UNITED STATES.** This AGREEMENT shall be subordinate to the provisions and requirements of any existing or future agreement between the CITY and the United States, relative to the development, operation, or maintenance of the

airport. Failure of the TENANT or any occupant to comply with the requirements of any existing or future agreement between TENANT and the United States, which failure shall continue after reasonable notice to make appropriate corrections, shall be cause for immediate termination of TENANT's rights hereunder.

29. **AIR EASEMENT.** The CITY reserves for itself, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the PROPERTY. This public right of flight shall include the right to cause in said airspace any noise inherent in the operation of any aircraft used for navigation or flight through said airspace any noise inherent in the operation of any aircraft used for navigation or flight through said airspace or landing at, taking off from, or operating on the airport premises.
30. **WAIVER.** The exercise of any right, option or privilege hereunder by CITY shall not exclude CITY from exercising any and all other rights, privileges and options, or privilege hereunder and shall not be deemed a waiver of said right, option, or privilege nor shall it relieve the TENANT from his obligation to perform each and every covenant, term, provision and condition on the part of TENANT to be performed hereunder or from damages or other remedy for failure to perform or meet the obligations of this AGREEMENT.
31. **CUMULATIVE REMEDIES.** No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.
32. **NO PRIOR AGREEMENTS.** This AGREEMENT represents the entire contract and supersedes all other promises, representation and understanding with reference to or in consideration of the subject matter thereof
33. **ATTORNEYS' FEES.** If any party to this AGREEMENT brings an action or proceeding involving the PROPERTY or this AGREEMENT, whether founded in tort, contract or equity, the PREVAILING PARTY (as defined hereunder) in any such proceeding, action, or appeal thereon, shall be entitled to reasonable attorneys' fees. Such fees may be awarded in the same suit or recovered in a separate suit, whether or not such action or proceeding is pursued to decision or judgment. The term "PREVAILING PARTY" shall include, without limitation, a party who substantially obtains or defeats the relief sought, as the case may be, whether by compromise, settlement, judgment, or the abandonment by the other party of its claim or defense. The attorneys' fees award shall not be computed in accordance with any court fee schedule, but shall be such as to fully reimburse all attorneys' fees reasonably incurred. In addition, CITY shall be entitled to attorneys' fees, costs and expenses incurred in the preparation and service of notices of BREACH and consultations in connection therewith, whether or not a legal action is subsequently commenced in connection with such BREACH (\$200 is a reasonable minimum per occurrence for such services and consultation.)

34. **CITY'S ACCESS; REPAIRS.** CITY and CITY's agents shall have the right to enter the PROPERTY at any time, in case of an emergency, and otherwise at reasonable times after reasonable prior notice for the purpose of showing the same to prospective purchasers, lenders, tenants or governmental agencies, and making such alterations, repairs, improvements or additions to the PROPERTY as CITY may deem necessary or desirable and the erecting, using and maintaining of utilities, services, pipes and conduits through the PROPERTY and/or other premises as long as there is no material adverse effect to TENANT's use of the PROPERTY. CITY will conduct an annual inspection of all improvements and equipment located on the PROPERTY. Such inspection shall not in any way be deemed an approval to the condition of the improvements or equipment's condition. All such activities shall be without abatement of rent or liability to TENANT.
35. **FORCE MAJEURE.** CITY shall not in breach of this AGREEMENT in the event that TENANT's access to the PROPERTY is temporarily interrupted or continued for any of the following reasons: riots, wars, sabotage, civil disturbances, insurrection, explosion, natural disasters such as floods, earthquakes, landslides, fires, or other catastrophic events which are beyond the reasonable control of CITY. Events of force majeure and other catastrophic events do not include labor disturbances, the financial inability of TENANT to perform each and every obligation of the AGREEMENT or failure of TENANT to obtain any necessary permit(s) or license(s) or any other certification or entitlement necessary for TENANT to perform the services defined by this AGREEMENT from any government agency or TENANT's inability to obtain or maintain the right to use facilities of public utilities or such failure is due solely to TENANT's acts or omissions.
36. **AMENDMENTS.** This AGREEMENT may be modified only in writing, signed by the parties in interest at the time of the modification.
37. **SEVERABILITY.** If any of the provisions contained in this AGREEMENT shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision(s) of this AGREEMENT and this AGREEMENT shall be construed as if such invalid, illegal or unenforceable provision had not been contained in this AGREEMENT.
38. **BINDING EFFECT ON CITY.** Neither this AGREEMENT nor any amendments or supplements hereto shall be binding on CITY unless and until it is signed in CITY's behalf by a representative duly authorized by its City Council and a copy thereof so signed is delivered to TENANT.

**CITY AND TENANT HAVE CAREFULLY READ AND REVIEWED THIS AGREEMENT AND EACH TERM AND PROVISION CONTAINED HEREIN, AND BY THE EXECUTION OF THIS AGREEMENT SHOW THEIR INFORMED AND VOLUNTARY CONSENT THERETO. THE PARTIES HEREBY AGREE THAT, AT THE TIME THIS AGREEMENT IS EXECUTED, THE TERMS OF THIS AGREEMENT ARE COMMERCIALY REASONABLE AND EFFECTUATE THE INTENT AND PURPOSE OF CITY AND TENANT WITH RESPECT TO THE PROPERTY.**

**CITY OF CHOWCHILLA:**

**TENANT(s):**

By: \_\_\_\_\_  
City Mayor

\_\_\_\_\_  
Owner/Authorized Agent

\_\_\_\_\_  
Owner/Authorized Agent

**ATTESTED BY** \_\_\_\_\_

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT this  
\_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.





## REPORT TO THE CITY COUNCIL

Council Meeting of January 26, 2016

<b>Agenda Section:</b>	<u>New Business</u>
<b>SUBJECT:</b>	<b>Approval of Resolution for Budget Increase to the Street and Roads Fund to Fund the Robertson Blvd. and 11<sup>th</sup> Street Pedestrian Facility Improvements Project</b>
<b>Prepared By:</b>	<u>Sherri Dueker, Accounting Manager</u>
<b>Authorized By:</b>	<u>Rod Pruett, Finance Director</u>
<b>Approved By:</b>	<u>Brian Haddix, City Administrator</u>

### **RECOMMENDATION:**

Council approves resolution accepting budget increase to Streets and Roads Fund to fund the Robertson Blvd and 11<sup>th</sup> Street Pedestrian Facility Improvements.

### **HISTORY / BACKGROUND:**

City of Chowchilla submitted an Application for funding for Safe Routes to School (SRTS), Active Transportation Program in May/June of 2014. City received notification that it was awarded \$550,000 for Robertson Blvd. and 11<sup>th</sup> Street Pedestrian improvements Project under Cycle I of Active Transportation Program (ATP). Per Caltrans approval letter, the project may include items ineligible for reimbursement. Chowchilla Project was programmed in the Federal Statewide Transportation Improvement Program (FSTIP) and we will receive from the California Transportation Commission authorization to proceed with the project. CEQA Notice of Exemption has been filed with the County of Madera. The ATP funded projects such as ours will encourage increased use of active modes of transportation in our community and will provide the safe and improved pedestrian paths to the students. Following the approval of the Request for Qualification for design Services on May 12, 2015, all submissions were evaluated and O'Dell Engineering was deemed the most qualified. On August 11, 2015, Council Resolution #66-15, Council approved the grant award of \$550,000.

### **FINANCIAL IMPACT:**

None.

### **ATTACHMENTS:**

Resolution  
January 12, 2016 staff report

**COUNCIL RESOLUTION # - 16**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHOWCHILLA, CALIFORNIA  
APPROVING A BUDGET INCREASE TO THE STREETS AND ROADS FUND FOR THE  
ROBERTSON BLVD. AND 11<sup>TH</sup> STREET PEDESTRIAN FACILITY IMPROVEMENT  
PROJECT**

**WHEREAS**, the City Council approved Resolution 45-15 adopting the budget for fiscal year ending June 30, 2016 on June 23, 2015; and

**WHEREAS**, per Resolution 45-15, Item #6, grants authority to increase within a fund by an amount not to exceed \$50,000 to the City Administrator, thereby this budget amendment requires City Council approval; and

**WHEREAS**, the City Council authorized application for Safe Routes to School – Active Transportation Program (ATP) Grant May 13, 2014; and

**WHEREAS**, the City Council wishes to approve the budget increase to Streets and Roads Fund projects in the 2015-2016 budget; and

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

1. The above recitals are true and correct.
2. The budget changes shown in Exhibit A are hereby approved and the Finance Director is directed to post them into the City's financial system.
3. This resolution is effective immediately upon adoption.

**PASSED AND ADOPTED** by the City Council of the City of Chowchilla this 26th day of January, 2016 by the following vote to wit:

**AYES:**

**NOES:**

**ABSENT:**

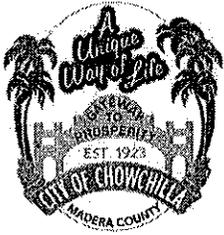
**ABSTAIN:**

APPROVED:

\_\_\_\_\_  
Waseem Ahmed, Mayor

ATTEST:

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



ITEM #

## REPORT TO THE CITY COUNCIL

Council Meeting of January 12, 2016

**Agenda Section:** New Business

**SUBJECT:** **Approval of Resolution for budget increase to Street and Roads Fund to fund the Robertson Blvd. and 11<sup>th</sup> Street Pedestrian Facility Improvements Project.**

**Prepared By:** Sherri Dueker, Accounting Manager

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

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

### **RECOMMENDATION:**

Council approves resolution accepting budget increase to Streets and Roads Fund to fund the Robertson Blvd and 11<sup>th</sup> Street Pedestrian Facility Improvements.

### **HISTORY / BACKGROUND:**

City of Chowchilla submitted an Application for funding for Safe Routes to School (SRTS), Active Transportation Program in May/June of 2014. City received notification that it was awarded \$550,000 for Robertson Blvd. and 11<sup>th</sup> Street Pedestrian improvements Project under Cycle I of Active Transportation Program (ATP). Per Caltrans approval letter, the project may include items ineligible for reimbursement. Chowchilla Project was programmed in the Federal Statewide Transportation Improvement Program (FSTIP) and we will receive from the California Transportation Commission authorization to proceed with the project. CEQA Notice of Exemption has been filed with the County of Madera. The ATP funded projects such as ours will encourage increased use of active modes of transportation in our community and will provide the safe and improved pedestrian paths to the students. Following the approval of the Request for Qualification for design Services on May 12, 2015, all submissions were evaluated and O'Dell Engineering was deemed the most qualified. On August 11, 2015, Council Resolution #66-15, Council approved the grant award of \$550,000.

### **FINANCIAL IMPACT:**

None

### **SUPPLEMENTS ATTACHED:**

Resolution  
Budget Amendment (A)  
Resolution #66-15 (B)  
Award Letter from Department of Transportation (C)

**COUNCIL RESOLUTION No. -16**

**RESOLUTION OF THE CITY COUNCIL OF APPROVING RESOLUTION FOR BUDGET INCREASE TO STREETS AND ROADS FUND FOR ROBERTSON BLVD. AND 11<sup>TH</sup> STREET PEDESTRIAN FACILITY IMPROVEMENT PROJECT**

**WHEREAS**, the City Council approved Resolution 45-15 adopting the budget for fiscal year ending June 30, 2016 on June 23, 2015; and

**WHEREAS**, per Resolution 45-15, Item #6, grants authority to increase within a fund by an amount not to exceed \$50,000 to the City Administrator, thereby this budget amendment requires City Council approval; and

**WHEREAS**, the City Council authorized application for Safe Routes to School – Active Transportation Program (ATP) Grant May 13, 2014; and

**WHEREAS**, the City Council wishes to approve the budget increase to Streets and Roads Fund projects in the 2015-2016 budget; and

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Chowchilla hereby finds:

1. The above recitals are true and correct.
2. The budget changes shown in Exhibit A are hereby approved and the Finance Director is directed to post them into the City's financial system.
3. This resolution is effective immediately upon adoption.

**PASSED AND ADOPTED** by the City Council of the City of Chowchilla this 26<sup>th</sup> day of January 2016 by the following vote to wit:

**AYES:**

**NOES:**

**ABSTAINS:**

**ABSENT:**

\_\_\_\_\_  
Waseem Ahmed, Mayor

**ATTEST:**

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



# REPORT TO THE CITY COUNCIL

Council Meeting of January 26, 2016

<b>Agenda Section:</b>	<u>New Business</u>
<b>SUBJECT:</b>	<b>Approval of a Resolution for a Budget Increase to the Information Technology Fund to Support the City Website Upgrade and Maintenance</b>
<b>Prepared By:</b>	<u>Sherri Dueker, Accounting Manager</u>
<b>Authorized By:</b>	<u>Rod Pruett, Finance Director</u>
<b>Approved By:</b>	<u>Brian Haddix, City Administrator</u>

## **RECOMMENDATION:**

Council approves resolution accepting budget increase to Information Technology Fund for upgrade and maintenance of City Website.

## **HISTORY / BACKGROUND:**

The City of Chowchilla's web site was developed in early 2000's using Microsoft Frontpage software and was maintained using the same software. Frontpage is no longer available as a product nor is it any longer supported by Microsoft. The current accepted software is Adobe Dreamweaver. Because of the outdated software the web site is not current with available and commonly used coding and style standards to create a viable, useful and user-friendly web experience that presents the City as a professional organization, nor allows the City to present the level of quality information that is desired by the public and the business community. A complete redesign of the current web site is required to make it fluent with today's technology and user experience. On August 11, 2015, Council authorized staff to prepare and send out an RFP for web site design and update.

City staff identified an appropriation that had been duplicated in the Community Promotion General Fund Department. This appropriation was to pay for contract services related to Madera County Economic Development. Finance staff will reduce this appropriation in the amount of \$15,000.00 and increase Information Technology Budget (Info Services O/M Account 602-1715-0000-3022-000) by \$15,000.00.

## **FINANCIAL IMPACT:**

Reduction of General Fund appropriations by \$15,000 and increasing Information Technology budget appropriations by \$15,000. All IT expense is allocated among all funds in form of service credits.

## **ATTACHMENTS:**

Resolution  
January 12, 2016 staff report  
Budget Amendment

**COUNCIL RESOLUTION # - 16**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHOWCHILLA, CALIFORNIA,  
APPROVING A BUDGET INCREASE TO THE INFORMATION TECHNOLOGY FUND FOR  
THE CITYWIDE WEBSITE UPGRADE AND MAINTENANCE**

**WHEREAS**, the City Council approved Resolution 45-15 adopting the budget for fiscal year ending June 30, 2016 on June 23, 2015; and

**WHEREAS**, per Resolution 45-15, Item #5 states, Authorization to transfer appropriations between funds will be represented by resolution duly approved by the City Council; and

**WHEREAS**, City Council authorized Request for Proposal on August 11, 2015 to redesign City of Chowchilla Web Site; and

**WHEREAS**, the City Council wishes to approve the budget increase to Information Technology to fund the City Website Upgrade project in the 2015-2016 budget; and

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

1. The above recitals are true and correct.
2. The budget changes shown in Exhibit A are hereby approved and the Finance Director is directed to post them into the City's financial system.
3. This resolution is effective immediately upon adoption.

**PASSED AND ADOPTED** by the City Council of the City of Chowchilla this 26th day of January, 2016 by the following vote to wit:

**AYES:**

**NOES:**

**ABSENT:**

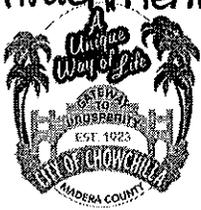
**ABSTAIN:**

APPROVED:

\_\_\_\_\_  
Waseem Ahmed, Mayor

ATTEST:

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



**REQUEST FOR:  
Budget Amendment or Journal Entry (JE)**

Print Form

Prepared By:

Fiscal Period - JE Only (month/year):

Date:

To:

Requested By:

Please check the appropriate box for type of transaction: (Use separate form for each requested type of transaction.)

- Budget Transfer (Budget amounts only)
- Budget Addition (Additional \$ needed)
- JE - Line Item Transfer (Coding correction)
- JE - Line Item Addition (Add a new acct. #)

Fund #	Dept. #	Proj #	Object #	Sub #	ACCOUNT NAME	AMOUNT		NEW BUDGET AMOUNT
						INCREASE	DECREASE	
100	4905	0000	3702	000	Economic Development Contribution		15,000	2,047
602	1715	0000	3022	000	Info Services O/M	15,000		15,000
<b>TOTALS:</b>								

**IMPORTANT:** You must attach supporting documentation - i.e. Requisition, GL Detail Report, Invoice, Memo, etc.

EXPLANATION:

Dept. Head Signature: \_\_\_\_\_  
 Authorized By: \_\_\_\_\_  
 (City Administrator)  
 Date: \_\_\_\_\_

Council Action Required:  YES  NO  
 If yes, copy must be attached.

Council Resolution # \_\_\_\_\_  
 (attach copy and staff report)

Verified By/Date: \_\_\_\_\_

**FOR FINANCE DEPARTMENT USE ONLY:**

Approved by (Finance Director): \_\_\_\_\_

Posted as of: \_\_\_\_\_

Posted by/Date: \_\_\_\_\_

Budget Level: \_\_\_\_\_

When completed, forward form to Wayne Padilla, Finance Director. When processed, form will be returned to department.



## REPORT TO THE CITY COUNCIL

Council Meeting of August 11, 2015

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

### RECOMMENDATION

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

### HISTORY / BACKGROUND

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

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

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

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

**FINANCIAL IMPACT**

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

**ATTACHMENTS**

None



## REPORT TO THE CITY COUNCIL

Council Meeting of January 26, 2016

<b>Agenda Section:</b>	<u>New Business</u>
<b>SUBJECT:</b>	<b>Informational only on Financial Issues</b>
<b>Prepared By:</b>	<u>Rod Pruett, Finance Director</u>
<b>Authorized By:</b>	<u>Rod Pruett, Finance Director</u>
<b>Approved By:</b>	<u>Brian Haddix, City Administrator</u>

**RECOMMENDATION:**

Informational item on Transfer from LLMD to the General Fund.

**HISTORY / BACKGROUND:**

The City Finance Department in conjunction with the City Administrator, wants to ensure that full disclosure of any anomalies are brought the Council's attention.

The City Finance Department has been reviewing and researching Budget line items and funds to ensure that all transfers have been made. In looking at the Landscape and Lighting Districts, the Senior Accountant has reviewed line items going back to 2004/2005 and has looked at all of the Engineer's Reports going back to the inception of the Landscape and Lighting Districts beginning in 1990/1991.

After an in-depth review, it was determined that for past eleven years, the Administrative Funding piece of the LLMD was not transferred to the General Fund correctly. This error requires a one-time prior period adjustment to fund balances in the amount of \$160,879.48.

**FINANCIAL IMPACT:**

The one time transfer of \$160,879.48 will increase the fund balance in the general fund and decrease it in the LLMD.

**ATTACHMENTS:**

LLMD Worksheet





## REPORT TO THE CITY COUNCIL/SUCCESSOR AGENCY

Council Meeting for January 26, 2016

**Agenda Section:** New Business

**SUBJECT:** **Consideration of a Resolution Approving the Annual Recognized Obligation Payment Schedule 16/17 for the period from July 2016 – June 30, 2017 for the Successor Agency of the Chowchilla Redevelopment Agency**

**Prepared By:** Sherri Dueker, Accounting Manager

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

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

**RECOMMENDATION:**

Adopt the resolution(s) for Recognized Obligation Payment Schedule (ROPS) for period of July 1, 2016 thru June 30, 2017.

**HISTORY / BACKGROUND:**

In accordance with AB 1484 which was enacted to clarify the intent of ABx1 26, the law that dissolved all redevelopment agencies, the Successor Agency (City of Chowchilla) was required to adopt a Recognized Obligation Payment Schedule (ROPS) for each 6 month period of the Agency's future operations. As the winding down process of the RDA/ Successor Agency continues, the Department of Finance has reduced the number of ROPS submissions from twice a fiscal year to one annual ROPS from this day forward. The Department of Finance allows for one amendment of the annual ROPS which is due no later than October 1 of every year. Submission and Oversight Board approval processes remain the same.

The ROPS packet, designated as ROPS 16/17, includes the estimated obligations and expenditures spreadsheet, the report of cash balances and a summary page. The deadline for submitting this form to the California State Department of Finance is February 1, 2016. Upon submitting to the Department of Finance, the information is subject to a review period to a maximum of 45 days.

**FINANCIAL IMPACT:**

None

**ATTACHMENTS**

Council Resolution

Successor Agency Resolution

**COUNCIL RESOLUTION # -16**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHOWCHILLA, CALIFORNIA,  
APPROVING THE ANNUAL RECOGNIZED OBLIGATION PAYMENT SCHEDULE FOR THE  
PERIOD FROM JULY 1, 2016 – JUNE 30, 2017, ON BEHALF OF THE SUCCESSOR  
AGENCY OF THE CHOWCHILLA REDEVELOPMENT AGENCY**

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

**WHEREAS**, the legislation enacted under AB x1 26 and clarified under AB 1484 requires the Successor Agency to adopt the Annual Recognized Obligation Payment Schedule (ROPS 16/17) covering the 12 month period from July , 2016 – June 30, 2017; and,

**WHEREAS**, the City Council, as the Successor Agency, has considered the proposed ROPS for the period of July, 2016 – June 30, 2017.

**NOW THEREFORE, THE COUNCIL OF THE CITY OF CHOWCHILLA** does hereby resolve, find and order as follows:

1. The above recitals are true and correct.
2. The Recognized Obligation Payment Schedule (ROPS 16/17) for the period of July, 2016 – June 30, 2017, is hereby approved and accepted.
3. This resolution is effective immediately upon adoption.

**PASSED AND ADOPTED** by the City Council of the City of Chowchilla at a regular meeting held on the 26th 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

**SUCCESSOR AGENCY RESOLUTION # -16**

**RESOLUTION OF THE SUCCESSOR AGENCY OF THE CITY OF CHOWCHILLA,  
CALIFORNIA, APPROVING THE ANNUAL RECOGNIZED OBLIGATION PAYMENT  
SCHEDULE FOR THE PERIOD FROM JULY 1, 2016 – JUNE 30, 2017, ON BEHALF OF THE  
SUCCESSOR AGENCY OF THE CHOWCHILLA REDEVELOPMENT AGENCY**

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

**WHEREAS**, the legislation enacted under AB x1 26 and clarified under AB 1484 requires the Successor Agency to adopt the Annual Recognized Obligation Payment Schedule (ROPS 16/17) covering the 12 month period from July , 2016 – June 30, 2017; and,

**WHEREAS**, the City Council, as the Successor Agency, has considered the proposed ROPS for the period of July, 2016 – June 30, 2017.

**NOW THEREFORE, THE SUCCESSOR AGENCY OF THE CITY OF CHOWCHILLA** does hereby resolve, find and order as follows:

1. The above recitals are true and correct.
2. The Recognized Obligation Payment Schedule (ROPS 16/17) for the period of July, 2016 – June 30, 2017, is hereby approved and accepted.
3. This resolution is effective immediately upon adoption.

**PASSED AND ADOPTED** by the Successor Agency of the City of Chowchilla at a regular meeting held on the 26th day of January 2016, by the following vote to wit:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

APPROVED:

\_\_\_\_\_  
Waseem Ahmed, Chair

ATTEST:

\_\_\_\_\_  
Joann McClendon, CMC  
Board Clerk

## Recognized Obligation Payment Schedule (ROPS 16-17) - Summary

Filed for the July 1, 2016 through June 30, 2017 Period

**Successor Agency:** Chowchilla  
**County:** Madera

<b>Current Period Requested Funding for Enforceable Obligations (ROPS Detail)</b>	<b>16-17A Total</b>	<b>16-17B Total</b>	<b>ROPS 16-17 Total</b>
<b>Enforceable Obligations Funded with Non-Redevelopment Property Tax Trust Fund (RPTTF) Funding</b>			
<b>A Sources (B+C+D):</b>	<b>\$ 500,367</b>	<b>\$ 197,167</b>	<b>\$ 697,534</b>
B Bond Proceeds Funding	197,167	197,167	394,334
C Reserve Balance Funding	-	-	-
D Other Funding	303,200	-	303,200
<b>E Enforceable Obligations Funded with RPTTF Funding (F+G):</b>	<b>\$ 840,325</b>	<b>\$ 302,038</b>	<b>\$ 1,142,363</b>
F Non-Administrative Costs	715,325	177,038	892,363
G Administrative Costs	125,000	125,000	250,000
<b>H Current Period Enforceable Obligations (A+E):</b>	<b>\$ 1,340,692</b>	<b>\$ 499,205</b>	<b>\$ 1,839,897</b>

Certification of Oversight Board Chairman:

Pursuant to Section 34177 (o) of the Health and Safety code, I hereby certify that the above is a true and accurate Recognized Obligation Payment Schedule for the above named successor agency.

\_\_\_\_\_  
 Name Title

/s/ \_\_\_\_\_  
 Signature Date

**Chowchilla Recognized Obligation Payment Schedule (ROPS 16-17) - ROPS Detail**

July 1, 2016 through June 30, 2017

(Report Amounts in Whole Dollars)

A	B	C	D	E	F	G	H	I	J	K	L				M				Q	R				W				
											16-17A									16-17B								
											Non-Redevelopment Property Tax Trust Fund (Non-RPTTF)				RPTTF					Non-Redevelopment Property Tax Trust Fund (Non-RPTTF)					RPTTF			
											Bond Proceeds	Reserve Balance	Other Funds	Non-Admin	Admin	Bond Proceeds	Reserve Balance	Other Funds		Non-Admin	Admin	Bond Proceeds	Reserve Balance		Other Funds	Non-Admin	Admin	
Item #	Project Name/Debt Obligation	Obligation Type	Contract/Agreement Execution Date	Contract/Agreement Termination Date	Payee	Description/Project Scope	Project Area	Total Outstanding Debt or Obligation	Retired	ROPS 16-17 Total						16-17A Total								16-17B Total				
1	2005 TAX ANTICIPATION NOTES	Bonds Issued On or Before	10/4/2005	12/31/2039	US BANK	ANNUAL P&I PAYMENTS		\$ 6,625,000	N	\$ 1,839,897	\$ 197,167	\$ -	\$ 303,200	\$ 715,325	\$ 125,000	\$ 1,340,692	\$ 197,167	\$ -	\$ -	\$ 177,038	\$ 125,000	\$ 499,205						
3	PROPERTY TAX ADMIN FEES	Professional Services	1/1/2013	12/31/2039	MADERA COUNTY	PROPERTY TAX ADMIN FEES		\$ 6,625,000	N	\$ 512,601						\$ 350,813					\$ 161,788							
4	LEGAL FEES	Legal	9/28/2010	12/31/2039	COTA COLE	LEGAL FEES FOR ADMINISTRATION OF AGENCY			N	\$ 10,000					5,000	\$ 5,000					5,000	\$ 5,000						
5	LEGAL FEES - GREENHILLS/KWAN	Litigation	9/28/2010	12/31/2015	GOLDFARB, LIPMAN/COTA COLE	DEFENSE FROM PROPERTY OWNER SUIT			N	\$ -						\$ -						\$ -						
6	LEGAL FEES - HIGH SPEED RAIL	Litigation	9/28/2010	12/31/2015	WULFSBERG, REESE/COTA COLE	SUIT TO STOP PROPERTY VALUE LOSS			N	10,000				5,000		5,000				5,000		5,000	\$ 5,000					
7	LEGAL FEES - CDCR	Litigation	9/28/2010	12/31/2014	WULFSBERG, REESE/COTA COLE	SUIT TO STOP PRISON CONVERSION/BLIGHT			N																			
8	LEGAL FEES -ANTENUCCI'S	Litigation	9/28/2010	12/31/2014	COTA COLE	SUIT TO COLLECT ON LOAN OWED TO AGENCY			N	\$ -						\$ -							\$ -					
9	PROPERTY TAX	Miscellaneous	1/1/2010	12/31/2039	MADERA COUNTY	PARCEL TAX ON PROPERTY OPERATED BY AGENCY			N	\$ -						\$ -							\$ -					
11	PROPERTY DEVELOP/SALE FEES	Property Dispositions	1/1/2010	1/1/2020	CITY OF CHOWCHILLA	COSTS FOR PREPPING FOR SALE BY AGENCY			N	\$ -						\$ -							\$ -					
12	LIABILITY INSURANCE PREMIUM	Miscellaneous	1/1/2010	12/31/2039	CENTRAL SAN JOAQUIN VALLEY RMA	ANNUAL, PRORATED PREMIUM			N	\$ -						\$ -							\$ -					
13	BOND TRUSTEE FEES	Fees	12/1/2005	2/28/2038	US BANK	ANNUAL BOND TRUST ACCOUNT MTCE FEES			N	\$ 5,500				2,750		\$ 2,750				2,750		\$ 2,750						
14	ANNUAL BOND DISCLOSURE REPORTING	Fees	3/1/2007	1/15/2039	NBS	ANNUAL BOND DISCLOSURE REPORTING FEES			N	\$ -						\$ -						\$ -						
15	ANNUAL HOUSING REPORT FOR HCD	Fees	1/1/2007	12/31/2016	CITY OF CHOWCHILLA	TIME/MATERIALS FOR PREPARING REPORT			N																			
17	ANNUAL FINANCIAL AUDITS	Miscellaneous	2/8/2010	3/31/2013	PRICE, PAIGE / OTHERS	FEE FOR ON-GOING AUDIT OF SUCCESSOR AGY			N	\$ 8,000						\$ -						8,000	\$ 8,000					
18	ENVIRONMENTAL STUDY OF PARCEL	Improvement/Infrastructure	12/1/1996	6/30/2013	TECHNICON	EIR REPORT ON PARCEL TO BE SOLD			N	\$ -						\$ -							\$ -					
20	SETTLEMENT AGREEMENT FOR CFD	Litigation	3/27/2012	6/30/2013	COMMUNITY FACILITY DISTRICT	PYMT TO SETTLE OUTSTANDING OBLIGATION FOR PR YR ASSESS.			N	\$ -						\$ -							\$ -					
22	LOW/MOD HOUSING SUPPORT CONTRACT	Professional Services	7/25/2011	7/25/2014	SELF HELP ENTERPRISES	LOAN PORTFOLIO MANAGEMENT FEES AS GRANT MATCH			N																			
23	PARKING LOT IMPROVEMENTS	Improvement/Infrastructure	6/6/2008	12/31/2020	CITY OF CHOWCHILLA	FORMER RDA OBLIGATION TO CONSTRUCT PARKING SPACES			N																			
24	CURB/GUTTER/SIDEWALK PROJECT	Improvement/Infrastructure	10/21/2009	12/31/2016	VARIOUS VENDORS	1001 ROBERTSON BOULEVARD REPAIRS			N	\$ -						\$ -							\$ -					
25	STORMWATER PROJECT PAYMENT	Improvement/Infrastructure	1/1/2010	12/31/2020	VARIOUS VENDORS	COMMERCE AVENUE PROJECT			N																			
27	DOWNTOWN STREETSCAPE	Professional Services	1/1/2010	12/31/2020	VARIOUS VENDORS	PROJECT DESIGN WORK			N																			
29	SA ADMIN ALLOWANCE	Admin Costs	1/1/2010	12/31/2039	SA left payee empty	SA EMPLOYEE & ADMINISTRATIVE COST			N	\$ 232,000					120,000	\$ 120,000						112,000	\$ 112,000					
30	INFRASTRUCURE IMPROVEMENT	Improvement/Infrastructure	4/26/2013	12/31/2039	VARIOUS VENDORS	WELL#14 / METERS			N	\$ 394,334	197,167					\$ 197,167							\$ 197,167					
31	LONG TERM PROPERTY MANAGEMENT PLAN	Property Dispositions	10/26/2013	12/31/2039	VARIOUS VENDORS	PROPERTY MANAGEMENT			N	\$ 15,000				7,500		\$ 7,500				7,500			\$ 7,500					
32	LOAN REPAY TO GF	RPTTF Shortfall	5/15/2015	12/31/2030	CITY OF CHOWCHILLA	Reimbursement of Expense to GF			N	\$ 349,262				349,262		\$ 349,262							\$ -					
33	GREENHILLS HOLDINGS	Litigation	11/29/2013	9/8/2016	GREENHILLS HOLDINGS	PAYMENT TO SETTLE OUTSTANDING OBLIGATION			N	\$ 303,200			303,200			\$ 303,200							\$ -					
34									N	\$ -						\$ -							\$ -					
35									N	\$ -						\$ -							\$ -					
36									N	\$ -						\$ -							\$ -					
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71									N	\$ -						\$ -							\$ -					
72									N	\$ -						\$ -							\$ -					
73									N	\$ -						\$ -							\$ -					

**Chowchilla Recognized Obligation Payment Schedule (ROPS 16-17) - Report of Cash Balances  
(Report Amounts in Whole Dollars)**

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

A	B	C	D	E	F	G	H	I	
		<b>Fund Sources</b>							
		<b>Bond Proceeds</b>		<b>Reserve Balance</b>		<b>Other</b>	<b>RPTTF</b>		
	<b>Cash Balance Information by ROPS Period</b>	Bonds issued on or before 12/31/10	Bonds issued on or after 01/01/11	Prior ROPS period balances and DDR RPTTF balances retained	Prior ROPS RPTTF distributed as reserve for future period(s)	Rent, grants, interest, etc.	Non-Admin and Admin	<b>Comments</b>	
<b>ROPS 15-16A Actuals (07/01/15 - 12/31/15)</b>									
1	<b>Beginning Available Cash Balance (Actual 07/01/15)</b>	191,224					385,936	This includes prepaid revenue rcvd in 14/15 FY for 15-16A period	
2	<b>Revenue/Income (Actual 12/31/15)</b> RPTTF amounts should tie to the ROPS 15-16A distribution from the County Auditor-Controller during June 2015					109		Interest	
3	<b>Expenditures for ROPS 15-16A Enforceable Obligations (Actual 12/31/15)</b>						404,882		
4	<b>Retention of Available Cash Balance (Actual 12/31/15)</b> RPTTF amount retained should only include the amounts distributed as reserve for future period(s)								
5	<b>ROPS 15-16A RPTTF Balances Remaining</b>	No entry required							
6	<b>Ending Actual Available Cash Balance</b> C to G = (1 + 2 - 3 - 4), H = (1 + 2 - 3 - 4 - 5)	\$ 191,224	\$ -	\$ -	\$ -	\$ 109	\$ (18,946)		
<b>ROPS 15-16B Estimate (01/01/16 - 06/30/16)</b>									
7	<b>Beginning Available Cash Balance (Actual 01/01/16)</b> (C, D, E, G = 4 + 6, F = H4 + F4 + F6, and H = 5 + 6)	\$ 191,224	\$ -	\$ -	\$ -	\$ 109	\$ (18,946)		
8	<b>Revenue/Income (Estimate 06/30/16)</b> RPTTF amounts should tie to the ROPS 15-16B distribution from the County Auditor-Controller during January 2016						-	Have not received from CAC yet	
9	<b>Expenditures for ROPS 15-16B Enforceable Obligations (Estimate 06/30/16)</b>					303,200	662,074		
10	<b>Retention of Available Cash Balance (Estimate 06/30/16)</b> RPTTF amount retained should only include the amounts distributed as reserve for future period(s)								
11	<b>Ending Estimated Available Cash Balance (7 + 8 - 9 -10)</b>	\$ 191,224	\$ -	\$ -	\$ -	\$ (303,091)	\$ (681,020)	\$349,262.00 of \$662,074.00 is loan from GF	





# REPORT TO THE CITY COUNCIL

Council Meeting of January 26, 2016

<b>Agenda Section:</b>	<u>New Business</u>
<b>SUBJECT:</b>	<b>Consideration of Commission/Committee Appointments – Planning Commission</b>
<b>Prepared By:</b>	<u>Joann McClendon, Interim City Clerk</u>
<b>Approved By:</b>	<u>Brian Haddix, City Administrator</u>

## **RECOMMENDATION**

That the Council make the appointment to the Planning Commission.

## **HISTORY / BACKGROUND**

There is currently one vacancy on the Planning Commission. The term of Planning Commission Wayne Chapman ended on January 1, 2016. Vacancy notices were posted at City Hall, on the website and published in the Chowchilla News last year.

We have received one application for the Planning Commission:

- Wayne Chapman

## **FINANCIAL ANALYSIS**

There is no financial impact from these appointments, as the committee members do not receive compensation.

## **ATTACHMENTS**

Application. (Due to privacy issues for the applicants, the applications will not be published online, once appointed the commissioner's address and phone number are public record.)



# REPORT TO THE CITY COUNCIL

Council Meeting of January 26, 2016

**Agenda Section:** New Business

**SUBJECT:** **Proposal to the California State Legislature a Financial Model to Assist Owners in Bringing their Commercial Buildings up to Current State and Federal Standards**

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

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

**RECOMMENDATION:**

That the Chowchilla City Council propose to the California State Legislature legislation a financial model similar to the existing PACE program whose function will be to assist owners of older commercial buildings in bringing them up to current state and federal building standards.

**SUMMARY:**

A challenge facing downtowns throughout the San Joaquin Valley are older buildings constructed at a time that predates many of our state building codes and are out of compliance. If these buildings are to remain open to the public and perform a vital role in the local economy, then they must be brought into compliance with current law. Often times, the chief hurdle in achieving compliance is cost. The cost of retrofitting these stately buildings can be so excessive that it is cheaper to abandon the upper stories of the building, or even the entire building, and construct a new complex elsewhere. The impact of such a decision can result in abandonment of older downtowns and a shift in construction toward newer developments.

Staff is recommending that a financial tool be modeled after the PACE program to fund these improvements. PACE is a state program in which homeowners and business owners wanting to make improvements in the area of renewable energy, energy efficiency and water conservation finance these improvements through access to funds at a minimal cost and debt payments attached to the owner's property tax bill. What is being proposed is that this same financing mechanism be extended to cover the cost of bringing a commercial building that is open to the public into compliance with the state building code.

The PACE program involves the following steps: the city generally partners with a company to administer the program; bonds are sold; the cost of the retrofit is determined; the customer pays a small administrative fee to cover the cost to run the program and becomes approved; the company who is administering the program sends a check to the contractor with no upfront cost to the customer; the customer pays off the bill through its property tax and can structure the term for any length of time up to 20 years; and when the building is sold, the debt travels with the building (since the improvements do as well.) To date, the PACE program has been very popular with home and business owners in California and throughout the country. The goal is to make the PACE program, just described for a homeowner for energy, efficiency and water improvements, become a new tool for businesses looking to breathe new life into older buildings in our community.

**HISTORY / BACKGROUND:**

Historically, local governments have formed assessment districts and Mello-Roos (Community Facilities) districts in order to fund public improvements such as streets, sidewalks or sewers through the issuance of municipal bonds that are secured by the assessments or special taxes on individual properties. PACE programs use these types of districts in order for property owners to finance energy efficiency, water efficiency, and renewable energy projects on existing residential and commercial structures through a property owner's voluntary agreement to have a special assessment or special tax be placed on the property tax bill. This provides financing for these types of improvements over time without requiring the property owner to make a large investment upfront.

Enabling legislation in California has resulted in two types of PACE programs. AB 811, enacted in 2008, amended the Improvement Act of 1911 to provide for voluntary contractual assessments and SB 555, enacted in 2011, amended the Mello-Roos Act of 1982 to provide for voluntary special taxes. Both AB 811 and SB 555 authorize public agencies to establish these special districts, enter into voluntary contracts with the property owner, use of available funding from any source including existing bond issuing statutes, and attachment of the assessment/special tax for repayment of the loan through the property tax bill. Repayment of the loan through the property tax bill was intended to provide the property owner with the flexibility of having the unpaid portion of the loan run with the property in the event the property was sold before the assessment lien/special tax lien was paid off. The purchaser of the property would then assume responsibility for the remaining amount to be repaid through the property tax bill.

Fundamentally, both statutes accomplish the same purpose, allowing for capital to be provided to property owners for energy and water efficiency improvements and subsequently repaid via the property tax roll. The primary difference between the two statutes is that SB 555 allows for publicly owned buildings to be included, although these properties would need to be assigned Assessor Parcel Numbers (APNs) in order for public properties to be included. In practice, however, AB 811 programs do include nonprofit and publicly owned buildings if they can receive a property tax bill.

**FINANCIAL IMPACT:**

No financial impact.



# REPORT TO THE CITY COUNCIL

Council Meeting of January 26, 2016

<b>Agenda Section:</b>	<u>New Business</u>
<b>SUBJECT:</b>	<b>Proposed Outreach Series – “Community Conversation – Let’s Talk Chowchilla”</b>
<b>Prepared By:</b>	<u>D. Martin Piepenbrok, Community Relations Manager</u>
<b>Approved By:</b>	<u>Brian Haddix, City Administrator</u>

## **RECOMMENDATION:**

The recommendation is to concur with the proposal to offer a new, consolidated “open topic” discussion program titled, “Community Conversation – Let’s Talk Chowchilla” to seek stronger engaged participation from the community residents and stakeholders. Voice vote acceptable.

## **HISTORY / BACKGROUND:**

At the January 12, 2016 City Council meeting staff presented the concept to revise the existing community outreach activities, the “Coffee with...” programs. The intent of these programs was 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. The City Council concurred with the proposal to revise the programs.

The new, consolidated “open topic” discussion program is titled, “Community Conversation – Let’s Talk Chowchilla.” The program would be conducted on the third Tuesday of each month. Each month’s program would take place at different times, cycling through a three month period. To start, the first month would be a morning session (8:00-9:00 AM), the next month would be a mid-day session (12:30-1:30 PM), and the next month would be a late afternoon/early evening session (5:30-6:30 PM). This cycle would then repeat for the next three months, continuing on through subsequent three-month intervals, with the understanding that variations could occur due to holidays and staff scheduling availabilities.

In practice, the morning and mid-day sessions would generally be confined to an hour-long format. The late afternoon/early evening session, however, could likely be more open-ended to last as long as the topics and conversations continue. This session also has the propensity to see greater attendance since it is somewhat at the end of the workday for many people.

The “Community Conversation – Let’s Talk Chowchilla” sessions would rotate among venues each month. Staff believes it is important to meet at locations that are closer to core Chowchilla neighborhoods as much as possible. Therefore, the meeting locations should be agency neutral, though the use of City-owned facilities would be encouraged. For example, the City’s senior center and the City park picnic pavilions should be considered as possible meeting sites, though likely better suited to the late afternoon/early evening sessions. The morning and mid-day sessions will likely be better attended if conducted in places where locals tend to gather, such as local restaurants and coffee shops. Each has pluses and minuses such as some being physically and environmentally restrictive to accommodating more than a few attendees, in addition to challenges with ambient noise that affects the ability of attendees to hear and converse easily.

Staff also believes it important to not lose the City's identity and strive to focus conversations on City and community topics. While interests in other agencies such as the school districts, fairgrounds, water district, county, etc. may elicit conversation topics, keeping the focus in any conversations within the direct relevance and responsive ability of the City would be the preferred intention.

With respect to the preceding items, staff propose the following schedule for the "Community Conversation – Let's Talk Chowchilla" sessions. Venues marked with an asterisk are proposed locations that have yet to be confirmed.

Morning – February 16, 2016 @ 8:00-9:00 AM – Starbucks

Mid-day – March 15, 2016 @ 12:30-1:30 PM – Farnesi's Steakhouse Dining Room Restaurant\*

Late Afternoon – April 19, 2016 @ 5:30-6:30 PM – Chowchilla Senior Center

Morning – May 17, 2016 @ 8:00-9:00 AM – The Final Round Restaurant at Pheasant Run\*

Mid-day – June 21, 2016 @ 12:30-1:30 PM – Corsaro's Pizza Restaurant\*

Late Afternoon – July 19, 2016 @ 5:30-6:30 PM – Veterans Memorial Park Picnic Pavilion

Morning – August 16, 2016 @ 8:00-9:00 AM – Starbucks

Mid-day – September 20, 2016 @ 12:30-1:30 PM – The Final Round Restaurant at Pheasant Run\*

Late Afternoon – October 18, 2016 @ 5:30-6:30 PM – Veterans Memorial Park Picnic Pavilion

Morning – November 15, 2016 @ 8:00-9:00 AM –Farnesi's Steakhouse Dining Room Restaurant\*

Mid-day – December 20, 2016 @ 12:30-1:30 PM – Mario's Authentic Mexican Restaurant\*

Late Afternoon – January 17, 2017 @ 5:30-6:30 PM – Chowchilla Senior Center

It is anticipated that these "open topic" discussion programs will provide residents and stakeholders with good opportunities to communicate with their City representatives. Further, it is hoped that more people will take an earnest and participatory interest in their local government through these and similar future community engagement programs. Locations are subject to change, city to make best efforts to notify the public of such change.

#### **FINANCIAL IMPACT**

None

#### **ATTACHMENTS**

None