



**AGENDA
SPECIAL MEETING
CHOWCHILLA CITY COUNCIL**

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

July 18, 2016

Agendas for all City Council 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.CityofChowchilla.org.

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. 102 at least 4 days prior to the meeting.

CALL TO ORDER

ROLL CALL:

Mayor: Waseem Ahmed

Mayor Pro Tem: Mary Gaumnitz

Council: 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 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 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 would prejudice the position of the City in these matters. The City Attorney will provide a report, in open session, which details any reportable actions following conclusion of the closed session agenda.

1. Conference with Legal Counsel – Anticipated Litigation, Gov. Code Section 54956.9 (d)(2)

Claimant Name: Juan Verduco

Agency Claimed Against: City of Chowchilla

2. Public Employee Performance Evaluation California Government Code Section 54957:

Title: City Administrator

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:** Mr. Hansen**CLOSED SESSION REPORT:****CEREMONIAL / PRESENTATIONS – Section 1**

2.1. K9 Program Donation Recognition

PUBLIC ADDRESS

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

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 on items on the Agenda should notify the Mayor when that Agenda item is called.

The Council 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 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, any handouts are to be provided to City Clerk who will distribute them to the Council 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

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 June 28, 2016 City Council/Redevelopment Successor agency/Public Finance Authority Minutes (McClendon)**3.2 Approval of July 8, 2016 Special City Council Meeting Minutes (McClendon)****3.3 Consideration of Monthly Invoice Payment Authorization Request (Pruett)****3.4 Consideration of Monthly Financial Reports for June 2016 (Pruett)****3.5 Council Resolution # -16, Authorization to Extend the Current Landscape Maintenance Contract with Grover Landscape Services (Locke)**

PUBLIC HEARINGS – Section 4

DEFERRED BUSINESS – Section 5

NEW BUSINESS – Section 6

- 6.1 Council Resolution # -16, Approving a Bid Award and Agreement With Price, Paige & Company for Professional Auditing Services (Pruett)**
- 6.2 Council Resolution # -16, Approving a Revised Resolution Regarding the Sale of Twenty Acres of Land (Assessor’s Parcel Number 002-250-053) to Madera Industrial Development Partnership (Locke)**
- 6.3 Council Resolution # -16, Authorization of up to \$9,000 to the Chamber of Commerce for the Refurbishment of the Chowchilla Sign on Northbound Highway 99 (Locke)**

WORKSHOPS

None.

ANNOUNCEMENTS – Section 7

July 21 Sizzlin’ Summer Nights, Richie Blue Band, Veterans Park, 7:30 PM
July 22 City Offices Closed

ADJOURNMENT

I, Joann McClendon, CMC, 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 14th day of July 2016 at or before 5:00 p.m.

Joann McClendon, CMC
City Clerk



**MINUTES
REGULAR MEETING**

**CHOWCHILLA CITY COUNCIL/REDEVELOPMENT
SUCCESSOR AGENCY/PUBLIC FINANCING
AUTHORITY**

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

June 28, 2016

CALL TO ORDER: 6:04 p.m.

ROLL CALL:

Mayor: Waseem Ahmed

Mayor Pro Tem: Mary Gaumnitz

Council: John Chavez (6:10 p.m.), Dennis Haworth, Richard Walker

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

PUBLIC ADDRESS – CLOSED SESSION

No one spoke.

CLOSED SESSION – 6:00 PM

- 1. Conference with Legal Counsel – Existing Litigation, Government Code Section 54956.9(d)(1)**
Number of Cases: 1
City of Chowchilla v. County of Madera
Madera County Superior Court Case Number MCV067610
- 2. Conference with Labor Negotiators, Gov. Code Section 54957.6**
Negotiating Parties: CEA, CCOEA, CPOA, CMMCA, Management
Agency Negotiators: David G. Ritchie, Brian Haddix, Rod Pruett

OPEN SESSION – 7:00 PM

PLEDGE OF ALLEGIANCE: Mayor Waseem Ahmed

INVOCATION: Mr. Alfred Hansen

CLOSED SESSION REPORT: No reportable action.

CEREMONIAL / PRESENTATIONS – Section 1

- 1.1 Proclamation: Pacific Gas & Electric
- 1.2 Recognition: Soroptimist International of Chowchilla
- 1.3 Recognition: Janan and Dave Hebert

1.4 Recognition: Doug Thiel

PUBLIC ADDRESS

Stacey Curutchet, Executive Director of Chowchilla District Chamber of Commerce, gave an update on current Chamber of Commerce activities.

Emile Stagnaro thanked the Pregnancy Center for the special event they held.

COUNCIL AND STAFF REPORTS – Section 2

2.1 COUNCIL REPORTS

Legislative Items

Oral / Written Reports

Council Member Walker attended a Chowchilla Task Force Meeting, noting the next meeting is on July 19. He commended the Chowchilla Fire Department and Mr. Thiel for their firefighting efforts plus thanked Janan and Dave Hebert for their community involvement.

Mayor Pro Tem Gaumnitz attended a Soroptimist Dinner honoring Janan Hebert; dedication of the Barragan Family amphitheater at Veterans Memorial Park; Prison Advisory Committee; Mario's Restaurant ribbon cutting; and finally participated in a police ride along.

Council Member Chavez attended the Barragan Family amphitheater dedication; Concerts in the Park; and a High Speed Rail Authority Board meeting in Sacramento.

Council Member Haworth attended a Chowchilla Task Force meeting, noting that the Community Action Partnership of Madera County is interested in being a part of the Task Force; the Barragan Family amphitheater dedication; In-Fill Program orientation breakfast, requesting quarterly meetings; and finally a meeting regarding Chowchilla downtown issues.

Mayor Ahmed attended a Boys and Girls Club of Fresno meeting regarding potential after school programs for Chowchilla; Let's Talk Chowchilla at Deli Delicious; and a Downtown Redevelopment Team meeting.

2.2 STAFF REPORTS

Written/Oral Reports

City Administrator Haddix attended the Mario's Restaurant ribbon cutting; High Speed Rail Authority (HSRA) meeting in Sacramento that began with a one on one breakfast with the HSRA Chairman, then the Chief of Staff of the California Assembly; was a presenter at the League of California Cities Los Angeles Division regarding Economic Development; met with the Chowchilla Union High School Superintendent regarding possibly opening pool for summer; In-Fill breakfast; witnessed a fire within the city; Barragan Family amphitheater dedication, noting that the Barragan's are covering the remaining cost of Movies in the Park; attended Community Conversation at Deli Delicious; Downtown Plan meeting. Future meetings include food waste management facility in the industrial area. He added that there are currently ten properties in receivership.

Community Relations Manager Piepenbrok reported on this summer's Concerts in the Park, Movies in the Park, and the Chowchilla Lions Club fireworks at the fairgrounds.

Fire Chief Turner reported that the new water truck will be delivered within the next two weeks.

Finance Director Pruett reported that the Audit Request for Proposals will be presented at a special meeting on July 18.

Mr. Thiel addressed council regarding the value of the Chowchilla Airport.

CONSENT CALENDAR – Section 3

- 3.1 Approval of June 6, 2016 Special City Council Meeting Minutes (McClendon)**
- 3.2 Consideration of Monthly Invoice Payment Authorization Request (Pruett)**
- 3.3 Consideration of Monthly Financial Reports for May 2016 (Pruett)**
- 3.4 Council Resolution # 59-16, Authorizing City Designee(s) to Make Application for and to Sign Appropriate Documentation for Governor’s Office of Emergency Services Grant Programs, Projects or Grants (McClendon)**
- 3.5 Council Resolution # 60-16, Authorizing City Designee(s) to Make Application for and to Sign Appropriate Documentation for Federal 5311 Programs, Projects or Grants (McClendon)**

Motion by Council Member Haworth, seconded by Council Member Walker to Approve the Consent Calendar with Correction to the Minutes. Motion passed unanimously by roll call vote.

PUBLIC HEARINGS – Section 4

- 4.1 Council Resolution # 61-16, Intent to Levy and Collect the 2016-2017 Annual Assessment for Landscaping and Lighting Maintenance District No. 90-1 of the City of Chowchilla (Locke)**

The Mayor opened the Public Hearing at 7:52 p.m.

No one came forward for or against the item.

The Mayor closed the Public Hearing at 7:53 p.m.

Motion by Council Member Walker, Seconded by Council Member Haworth to Approve Council Resolution # 61-16, Intent to Levy and Collect the 2016-2017 Annual Assessment for Landscaping and Lighting Maintenance District No. 90-1 of the City of Chowchilla. Motion passed unanimously by roll call vote.

DEFERRED BUSINESS – Section 5

None.

NEW BUSINESS – Section 6

- 6.1 Council Resolution # 62-16, Approve a Memorandum of Understanding (MOU) with the Madera County Transportation Commission (MCTC) to Ensure On-Going**

Comprehensive and Coordinated Transportation Planning and Programming of Federal Transportation Funds (McClendon)

Motion by Council Member Haworth, Seconded by Mayor Pro Tem Gaumnitz to Approve Council Resolution # 62-16, Approve a Memorandum of Understanding (MOU) with the Madera County Transportation Commission (MCTC) to Ensure On-Going Comprehensive and Coordinated Transportation Planning and Programming of Federal Transportation Funds. Motion passed unanimously by roll call vote.

6.2 Consideration of Resolutions Adopting Successor Memoranda of Understanding (MOU) for the Chowchilla City Employees Association (CCEA), the Chowchilla City Office Employees Association (CCOEA)(OE3); the Chowchilla Mid-Management Confidential Association (CMMCA)(OE3) each covering the period January 1, 2016 through June 30, 2018; a resolution adjusting management employee salaries and benefits to correspond with those in the CMMCA MOU; and the Chowchilla Police Officers' Association (CPOA) covering the period January 1, 2015 through June 30, 2018; and authorizing the Mayor, City Administrator, and members of the City Negotiations Team to execute each MOU (Attorney)

Motion by Mayor Pro Tem Gaumnitz, Seconded by Council Member Haworth to Approve:

Council Resolution # 63-16, Authorizing City Designee(s) to Execute a Memorandum of Understanding with the Chowchilla City Employees Association (CCEA) for the Period January 1, 2016 Through June 30, 2018. Motion passed unanimously by roll call vote with Council Member Walker voting no.

Council Resolution # 64-16, Authorizing City Designee(s) to Execute a Memorandum of Understanding with the Chowchilla City Office Employees Association (CCOEA) for the Period January 1, 2016 Through June 30, 2018. Motion passed unanimously by roll call vote with Council Member Walker voting no.

Council Resolution # 65-16, Authorizing City Designee(s) to execute a Memorandum of Understanding with Chowchilla Mid-Management Confidential Association (CMMCA) for the Period January 1, 2016 Through June 30, 2018. Motion passed unanimously by roll call vote with Council Member Walker voting no.

Council Resolution # 66-16, Authorizing City Designee(s) to Execute a Memorandum of Understanding with the Chowchilla Police Officers' Association (CPOA) for the Period January 1, 2015 Through June 30, 2018. Motion passed unanimously by roll call vote with Council Member Walker voting no.

Council Resolution # 67-16, Authorizing Changes in Salary and Benefits for Management Classifications that Correspond to Increases in the Chowchilla Mid-Management Confidential Memorandum of Understanding. Motion passed unanimously by roll call vote with Council Member Walker voting no.

6.3 Council Resolution # 68-16, Reclassifying all "Unclassified" Employees Into "Part-time" or "Extra Help" Positions Within Their Parent Classifications, and Establishing the Ability of Such Employees to Advance in Salary Steps Based on Pro-Rata Time in City Service (Attorney)

Motion by Council Member Walker, Seconded by Council Member Haworth to Approve Council Resolution # 68-16, Reclassifying all "Unclassified" Employees Into "Part-time" or "Extra Help" Positions Within Their Parent Classifications, and Establishing the Ability of Such Employees to

Advance in Salary Steps Based on Pro-Rata Time in City Service. Motion passed unanimously by roll call vote.

6.4 Council Resolution # 69-16, Amending the Approved City of Chowchilla Salary Scale for the Following Periods: July 1, 2015 through December 31, 2015; January 1, 2016 through June 30, 2016; July 1 2016 through June 30, 2017; and July 1, 2017 through June 30, 2018 (Attorney/Pruett)

Motion by Council Member Haworth, Seconded by Council Member Walker to Approve Council Resolution # 69-16, Amending the Approved City of Chowchilla Salary Scale for the Following Periods: July 1, 2015 through December 31, 2015; January 1, 2016 through June 30, 2016; July 1 2016 through June 30, 2017; and July 1, 2017 through June 30, 2018. Motion passed unanimously by roll call vote.

6.5 Consideration of Resolutions Adopting the 2016-17 Fiscal Year Annual Budgets for:
a) City Operating and Capital Budget;
b) Gann Appropriation Limit;
c) Public Finance Authority; and
d) Successor Agency Budget (Pruett)

Motion by Board/Council Member Walker, Seconded by Board/Council Member Haworth to Approve:

- a) Council Resolution # 70-16, Adoption of the Budget of the City of Chowchilla for the Fiscal Year July 1, 2016 Through June 30, 2017. Motion passed unanimously by roll call vote with Appropriate Correction to the Fiscal Year.
- b) City Council Resolution # 71-16, Establishing the Appropriation Limit for Fiscal Year 2016-2017. Motion passed unanimously by roll call vote.
- c) Public Financing Authority Resolution # 02-16, Approving the Chowchilla Public Financing Authority Budget for the Fiscal Year 2016/2017. Motion passed unanimously by roll call vote.
- d) Redevelopment Successor Agency Resolution # 04-16, Adoption of the Operating Budget for Fiscal Year 2016/2017. Motion passed unanimously by roll call vote.

6.6 Council Resolution # 72-16, Consideration of Agreement with the Community Action Partnership of Madera County to Provide Senior Nutrition Meals (Piepenbrok)

Motion by Council Member Walker, Seconded by Council Member Chavez to Approve Council Resolution # 72-16, to Enter Into a Memorandum of Understanding With the Community Action Partnership of Madera County for the Agency to Provide Senior Nutrition on Site Program Services at the Chowchilla Senior Center. Motion passed unanimously by roll call vote with Council Member Haworth abstaining.

WORKSHOPS

None.

ANNOUNCEMENTS – Section 7

June 30

Music in the Park, *Cottonwood Creek*, Veterans Memorial Park, 7:30 p.m.

July 1 Movies in the Park, *The Lego Movie*, Veterans Memorial Park
July 2 Fireworks Festival, Chowchilla Fairgrounds, 6:30 p.m.
July 4 Independence Day, City Offices Closed
July 7 Music in the Park, *The Impromptu Band*, Veterans Memorial Park, 7:30 p.m.
July 8 City Offices Closed
July 20 Planning Commission Meeting, City Hall, 7:00 p.m.
July 22 City Offices Closed
July 14 Music in the Park, *Force 'Em*, Veterans Memorial Park, 7:30 p.m.
July 15 Movies in the Park, *The Sandlot*, Veterans Memorial Park
July 21 Music in the Park, *Richie Blue Band*, Veterans Memorial Park
July 26 City Council Meeting, City Hall, 7:00 p.m.

ADJOURNMENT

~ Adjournment in Memory of Dale Fore ~

Motion by Mayor Ahmed, Seconded by Council Member Haworth to adjourn the June 28, 2016 City Council, Redevelopment Successor Agency, Public Finance Authority Meeting at 9:55 p.m. Motion passed unanimously by voice vote.

ATTEST:

APPROVED:

Joann McClendon, CMC
City Clerk

Mayor Waseem Ahmed



**MINUTES
SPECIAL MEETING
CHOWCHILLA CITY COUNCIL**

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

July 8, 2016

Item 3.2

[CLICK HERE
TO RETURN TO
THE AGENDA](#)

CALL TO ORDER: 6:19 p.m.

ROLL CALL:

Mayor: Waseem Ahmed

Mayor Pro Tem: Mary Gaumnitz

Council: John Chavez, Dennis Haworth, Richard Walker

City staff and contract employees present: City Administrator Brian Haddix, City Attorney David Ritchie, Public Works Director Craig Locke, Deputy City Clerk Janene Hicks.

PUBLIC ADDRESS – CLOSED SESSION

None.

CLOSED SESSION – 6:21 PM

- 1. Anticipated Litigation, Significant Exposure to Litigation Pursuant to Paragraph (2) of Subdivision (d) of Gov. Code Section 54956.9**
Number of Cases: 1

OPEN SESSION – 7:30 PM

CLOSED SESSION REPORT: No reportable action.

PUBLIC ADDRESS

None.

ADJOURNMENT

Motion by Council Member Haworth, seconded by Council Member Walker to adjourn the July 8, 2016 Special City Council Meeting at 7:33 p.m. Motion passed unanimously by voice vote.

ATTEST:

APPROVED:

Janene Hicks
Deputy City Clerk

Mayor Waseem Ahmed



CITY COUNCIL STAFF REPORT

Item 3.3

[CLICK HERE
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THE AGENDA](#)

July 18, 2016

AGENDA SECTION: Consent

SUBJECT: Consideration of Monthly Invoice Payment Authorization Request

PREPARED BY: Rod Pruett, Finance Director

REVIEWED BY
ADMINISTRATOR

REVIEWED BY
ATTORNEY

REVIEWED BY
FINANCE

RECOMMENDATION

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

HISTORY / BACKGROUND

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

FINANCIAL ANALYSIS

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

ATTACHMENTS

Invoice/Warrant listing

Report Criteria:
 Report type: Invoice detail

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice GL Account	Check Amount
06/16	06/08/2016	52264	296	Alert-O-Lite	Equipment rental for the Spring Festival	100-4905-0000-399	1,148.00
Total 52264:							1,148.00
06/16	06/08/2016	52265	421	AmeriPride	Supplies for Public Works	305-3620-0000-315	137.98
06/16	06/08/2016	52265	421	AmeriPride	Supplies for the WWTP	215-5705-0000-315	15.89
06/16	06/08/2016	52265	421	AmeriPride	Supplies for the Senior center	100-6615-0000-315	34.04
06/16	06/08/2016	52265	421	AmeriPride	Supplies for Public Works	305-3620-0000-315	80.48
06/16	06/08/2016	52265	421	AmeriPride	Uniform Credit	205-7605-0000-301	27.68
Total 52265:							240.71
06/16	06/08/2016	52266	12836	ASAP Realty	deposit refund for 113 Colusa	205-0200-0000-043	150.00
Total 52266:							150.00
06/16	06/08/2016	52267	12493	Baker Supplies and Repairs	Parts for Unit #25	100-6620-0000-301	310.50
06/16	06/08/2016	52267	12493	Baker Supplies and Repairs	Weed Eater Parts	100-6620-0000-301	24.28
Total 52267:							334.78
06/16	06/08/2016	52268	12890	Bowerman, Cale	deposit refund for 14500 Spyglass	205-0200-0000-043	101.91
Total 52268:							101.91
06/16	06/08/2016	52269	1281	BSK Associates	Open PO for Weekly Water test for the WWTP	215-5705-0000-350	65.00
06/16	06/08/2016	52269	1281	BSK Associates	Open PO for Weekly Water test for the Water Dept	205-7605-0000-350	168.00
06/16	06/08/2016	52269	1281	BSK Associates	Open PO for Weekly Water test for the WWTP	215-5705-0000-350	65.00
06/16	06/08/2016	52269	1281	BSK Associates	Open PO for Weekly Water test for the Water Dept	205-7605-0000-350	255.00
Total 52269:							553.00
06/16	06/08/2016	52270	12478	California Fresno Oil Co	Street patrchng materials	305-3620-0000-317	137.28
Total 52270:							137.28

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice GL Account	Check Amount
06/16	06/08/2016	52271	1776	Cascade Fire Equipment Co	3" Letters, Scotchlite	100-2705-0000-302	5,286.60
06/16	06/08/2016	52271	1776	Cascade Fire Equipment Co	Sales Tax @ 8%	100-2705-0000-302	3,693.60
Total 52271:							8,980.20
06/16	06/08/2016	52272	1781	Caselle, Inc.	Contracted Support Services 5/1/16-5/31/16	602-1715-0000-302	110.00
Total 52272:							110.00
06/16	06/08/2016	52273	1856	CDW Government, Inc.	Monitor Cables for PD Dispatch	602-1715-0000-302	63.72
06/16	06/08/2016	52273	1856	CDW Government, Inc.	Ethernet Cable for IT	602-1715-0000-302	62.78
Total 52273:							126.50
06/16	06/08/2016	52274	12762	Central Cal Machining	Rods for Unit #17	100-6620-0000-301	43.20
Total 52274:							43.20
06/16	06/08/2016	52275	2131	Chowchilla Dolt Best	Supplies for the Parks Dept	100-6620-0000-317	12.95
06/16	06/08/2016	52275	2131	Chowchilla Dolt Best	Supplies for the WWTP	215-5705-0000-317	5.18
06/16	06/08/2016	52275	2131	Chowchilla Dolt Best	Supplies for the Parks dept	100-6620-0000-315	15.65
06/16	06/08/2016	52275	2131	Chowchilla Dolt Best	Parts for the Root Cutter	215-5705-0000-320	.65
06/16	06/08/2016	52275	2131	Chowchilla Dolt Best	Supplies for the Parks Dept	100-6620-0000-315	15.65
06/16	06/08/2016	52275	2131	Chowchilla Dolt Best	Supplies for the Water Dept	205-7605-0000-315	9.50
06/16	06/08/2016	52275	2131	Chowchilla Dolt Best	Supplies for the Parks Dept	100-6620-0000-317	14.28
06/16	06/08/2016	52275	2131	Chowchilla Dolt Best	Supplies for the Parks dept	100-6620-0000-317	1.06
Total 52275:							74.92
06/16	06/08/2016	52276	12889	De Francesco, Shasha	deosit refund for 401 Washington	205-0200-0000-043	87.27
Total 52276:							87.27
06/16	06/08/2016	52277	3276	Dom's Electric Motor Shop	Pump repairs for the WWTP	215-5705-0000-317	247.27
Total 52277:							247.27
06/16	06/08/2016	52278	3586	Ernest Packing Solutions-Fresn	Supplies for the Parks Dept	100-6620-0000-316	275.60

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice GL Account	Check Amount
Total 52278:							275.60
06/16	06/08/2016	52279	3676	Ewing Irrigation Products Inc.	Replacement sprinkler heads for the parks dept	100-6620-0000-317	947.97
Total 52279:							947.97
06/16	06/08/2016	52280	3711	Farmers Hardware	Parts for Unit #366	305-3620-0000-301	124.03
06/16	06/08/2016	52280	3711	Farmers Hardware	Supplies for the Water Dept	205-7605-0000-317	43.18
06/16	06/08/2016	52280	3711	Farmers Hardware	Supplies for the Streets Dept	305-3620-0000-301	2.18
06/16	06/08/2016	52280	3711	Farmers Hardware	Supplies for the Streets Dept	305-3620-0000-301	21.59
06/16	06/08/2016	52280	3711	Farmers Hardware	Bearing for Unit #366	305-3620-0000-301	189.97
06/16	06/08/2016	52280	3711	Farmers Hardware	Weed Eater replacement parts	100-6620-0000-301	201.14
Total 52280:							582.09
06/16	06/08/2016	52281	3736	Ferguson Enterprises, Inc.	Water line repair parts/ Water Dept	205-7605-0000-317	848.32
06/16	06/08/2016	52281	3736	Ferguson Enterprises, Inc.	Water line repair parts/ Water Dept	205-7605-0000-317	139.37
06/16	06/08/2016	52281	3736	Ferguson Enterprises, Inc.	Water line repair parts/ Water Dept	205-7605-0000-317	475.57
06/16	06/08/2016	52281	3736	Ferguson Enterprises, Inc.	Return Parts for the Water Dept	205-7605-0000-317	1,365.36
Total 52281:							97.90
06/16	06/08/2016	52282	12887	Fry, Carole	deposit refund for 540 N Thirteenth	205-0200-0000-043	46.19
Total 52282:							46.19
06/16	06/08/2016	52283	4616	Grover Landscape Services Inc.	Plant Annuals in Zone 10/ LLMD	310-3625-0000-316	525.00
Total 52283:							525.00
06/16	06/08/2016	52284	4966	Hicks Lock and Key	Re-Key Veterans Park Restrooms	100-6620-0000-315	56.00
Total 52284:							56.00
06/16	06/08/2016	52285	12225	Home Depot Credit Services	Supplies for the Water Dept	205-7605-0000-317	286.27
Total 52285:							286.27

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice GL Account	Check Amount
06/16	06/08/2016	52286	5081	Hotsy Pacific Co	Supplies for the Pressure Washer	305-3620-0000-301	59.40
Total 52286:							59.40
06/16	06/08/2016	52287	11469	Intellipay, Inc.	Credit Card Transactions Fees	205-1720-0000-302	60.10
Total 52287:							60.10
06/16	06/08/2016	52288	6191	Mace Pest Control	Spray Corp Yard	205-7605-0000-315	130.00
06/16	06/08/2016	52288	6191	Mace Pest Control	Spray service at the WWTP	215-5705-0000-315	200.00
Total 52288:							330.00
06/16	06/08/2016	52289	6306	Madera County Transportation	15-16 Member Assessment fee	305-3620-0000-336	1,877.00
Total 52289:							1,877.00
06/16	06/08/2016	52290	12885	Maresh, Dana	deposit refund for 160 N Eleventh	205-0200-0000-043	56.19
Total 52290:							56.19
06/16	06/08/2016	52291	12282	Mid Valley Disposal Inc.	Rent for April 2016	100-1712-0000-800	53,246.08
Total 52291:							53,246.08
06/16	06/08/2016	52292	12888	Miller, Fred and Beth	Bonds for Work 14280 Spyglass perm#16-0083	100-0200-0000-042	500.00
Total 52292:							500.00
06/16	06/08/2016	52293	12886	Muanraksa, Pranom	deposit refund for 11078 Malibu	205-0200-0000-043	101.08
Total 52293:							101.08
06/16	06/08/2016	52294	11658	National Meter & Automation Inc.	Pallet of Residential Meters	207-7705-0000-500	20,001.60
Total 52294:							20,001.60
06/16	06/08/2016	52295	7281	NBS Government Finance	payoff of Chowchilla pistachio-APN 014-100-001-000	542-4832-0000-336	300.00

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice GL Account	Check Amount
Total 52295:							300.00
06/16	06/08/2016	52296	12214	NR Cleaning Services	Open PO for 2015/16 budget year/ Janitorial Services	100-6620-0000-315	910.00
Total 52296:							910.00
06/16	06/08/2016	52297	11956	Occupational Health Centers of	employment physical	100-2610-0000-306	177.00
Total 52297:							177.00
06/16	06/08/2016	52298	7516	Office Depot	Batteries for IT	602-1715-0000-300	38.28
06/16	06/08/2016	52298	7516	Office Depot	Supplies for IT	602-1715-0000-302	41.01
06/16	06/08/2016	52298	7516	Office Depot	office supplies for Finance	100-1720-0000-300	186.22
06/16	06/08/2016	52298	7516	Office Depot	supplies for Finance	100-1720-0000-300	13.25
Total 52298:							278.76
06/16	06/08/2016	52299	8081	PROtech Security & Electronics	Repair alarm system at Well #11	205-7605-0000-317	539.00
Total 52299:							539.00
06/16	06/08/2016	52300	8796	S & W Auto Parts Inc.	Supplies for the WWTP	215-5705-0000-317	71.49
Total 52300:							71.49
06/16	06/08/2016	52301	12884	Solorzano, Carla K	deposit refund for 362 Molly	205-0200-0000-043	12.23
Total 52301:							12.23
06/16	06/08/2016	52302	9376	Sparkletts	Supplies for the WWTP	215-5705-0000-315	33.04
Total 52302:							33.04
06/16	06/08/2016	52303	9951	T & T Pavement Markings &	Parks Dept Signs	100-6620-0000-315	608.83
Total 52303:							608.83
06/16	06/08/2016	52304	12882	Tejeda, Ladislao Jr	deposit refund for 816 Riverside	205-0200-0000-043	19.20

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice GL Account	Check Amount
Total 52304:							19.20
06/16	06/08/2016	52305	10116	Tesei Petroleum Inc.	Fuel for City 5/21/16-5/31/16	325-3705-0000-320	2,104.04
Total 52305:							2,104.04
06/16	06/08/2016	52306	10131	TF Tire & Service	Domries Disc Repairs	215-5705-0000-301	96.43
Total 52306:							96.43
06/16	06/08/2016	52307	11391	Townsend Public Affairs, Inc.	Grant Consulting Services May 2016	215-5705-0000-336	3,500.00
Total 52307:							3,500.00
06/16	06/08/2016	52308	10756	Verizon Wireless	Cell Phones for 4/10-5/09/16	602-1715-0000-310	67.21
06/16	06/08/2016	52308	10756	Verizon Wireless	Cellular Phones for 4/10-5/9/16	100-2615-0000-310	961.87
06/16	06/08/2016	52308	10756	Verizon Wireless	Cellular Phones for 4/10-5/9/16	601-3615-0000-310	96.93
06/16	06/08/2016	52308	10756	Verizon Wireless	Cell Service from 4/24-5/23/16	325-3705-0000-310	271.81
Total 52308:							1,397.82
06/16	06/08/2016	52309	12406	Zen Fire & Safety	Freight	100-2705-0000-302	2,380.68
Total 52309:							2,380.68
06/16	06/08/2016	52310	12733	Brian Haddix	ICSC Las Vegas Conference Reimbursement	100-1710-0000-307	371.74
Total 52310:							371.74
06/16	06/08/2016	52311	2136	Chowchilla Employees Assn.	Employee Contribution	702-0200-0000-040	40.00
Total 52311:							40.00
06/16	06/08/2016	52312	12408	Chowchilla Mid-Management	Employee Contributions	702-0200-0000-040	244.00
Total 52312:							244.00
06/16	06/08/2016	52313	2166	Chowchilla Office	Employee Contributions	702-0200-0000-040	130.00

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice GL Account	Check Amount
Total 52313:							130.00
06/16	06/08/2016	52314	2171	Chowchilla Peace Officers	Employee Contribution	702-0200-0000-040	817.00
Total 52314:							817.00
06/16	06/08/2016	52315	12618	Craig Locke	ICSC Las Vegas Conference Reimbursement	100-4705-0000-307	631.04
Total 52315:							631.04
06/16	06/08/2016	52316	12292	Ephraim Bushong	Reimburse Grade III License fees	215-5705-0000-305	300.00
Total 52316:							300.00
06/16	06/08/2016	52317	3836	Fitness Peak	Employee Contribution	702-0200-0000-040	157.50
Total 52317:							157.50
06/16	06/08/2016	52318	11944	Madera County Records Office	Lien Release for #2016007676	100-1600-0000-849	13.00
Total 52318:							13.00
06/16	06/08/2016	52319	7176	Myers Stevens & Toohy & Co In	PD Disability Insurance for June 2016	100-2615-0000-341	451.50
Total 52319:							451.50
06/16	06/08/2016	52320	12044	U.S. Bank (PARS)	Employee Contributions	702-0200-0000-040	270.69
Total 52320:							270.69
06/16	06/08/2016	52321	10571	US BANK (I.M.P.A.C. CAL-CARD)	Parts for Unit #26 & 27	100-6620-0000-320	88.94
06/16	06/08/2016	52321	10571	US BANK (I.M.P.A.C. CAL-CARD)	Postage for Building Plans	100-4805-0000-300	9.85
06/16	06/08/2016	52321	10571	US BANK (I.M.P.A.C. CAL-CARD)	Supplies for the Streets Dept	305-3620-0000-317	60.92
06/16	06/08/2016	52321	10571	US BANK (I.M.P.A.C. CAL-CARD)	Business Cards	100-4605-0000-300	476.48
06/16	06/08/2016	52321	10571	US BANK (I.M.P.A.C. CAL-CARD)	Recording Fees Madera County	100-1600-0000-849	698.00
06/16	06/08/2016	52321	10571	US BANK (I.M.P.A.C. CAL-CARD)	Supplies for PD	100-2610-0000-351	35.06
06/16	06/08/2016	52321	10571	US BANK (I.M.P.A.C. CAL-CARD)	Supplies for Recycle lunch	100-1710-0000-307	10.75
06/16	06/08/2016	52321	10571	US BANK (I.M.P.A.C. CAL-CARD)	Supplies for IT	602-1715-0000-302	756.91

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice GL Account	Check Amount
06/16	06/08/2016	52321	10571	US BANK (I.M.P.A.C. CAL-CARD)	Supplies for Fire Department	100-2705-0000-315	333.04
Total 52321:							2,469.95
06/16	06/16/2016	52322	6626	Joann McClendon	Cash Out of 40 Hours of Management Leave	100-1610-0000-203	1,263.19
Total 52322:							1,263.19
06/16	06/20/2016	52323	421	AmeriPride	mats for Civic Center	100-1705-0000-315	53.37
06/16	06/20/2016	52323	421	AmeriPride	mats for Civic Center	100-1705-0000-315	53.37
06/16	06/20/2016	52323	421	AmeriPride	mats for Civic Center	100-1705-0000-315	53.37
06/16	06/20/2016	52323	421	AmeriPride	uniforms and supplies for garage	601-3615-0000-315	50.39
06/16	06/20/2016	52323	421	AmeriPride	uniforms and supplies for garage	601-3615-0000-315	40.89
06/16	06/20/2016	52323	421	AmeriPride	Supplies for the WWTP	215-5705-0000-315	15.89
06/16	06/20/2016	52323	421	AmeriPride	matx for Civic Center	100-1705-0000-315	53.37
06/16	06/20/2016	52323	421	AmeriPride	Supplies for the Senior center	100-6615-0000-315	34.04
Total 52323:							354.69
06/16	06/20/2016	52324	446	Anderson Pump Co	Parts for Well #11	205-7605-0000-317	190.00
Total 52324:							190.00
06/16	06/20/2016	52325	546	Aquino Towing Service	repairs to Fire Dept truck	100-2705-0000-320	139.99
Total 52325:							139.99
06/16	06/20/2016	52326	646	AT & T	phones 4/20/16-5/19/16	602-1715-0000-310	1,330.60
06/16	06/20/2016	52326	646	AT & T	telephone service 4/24/16-5/23/16	602-1715-0000-310	1,177.40
Total 52326:							2,508.00
06/16	06/20/2016	52327	1281	BSK Associates	Open PO for Weekly Water test for the WWTP	215-5705-0000-350	65.00
06/16	06/20/2016	52327	1281	BSK Associates	Open PO for Weekly Water test for the Water Dept	205-7605-0000-350	1,216.00
06/16	06/20/2016	52327	1281	BSK Associates	Open PO for Weekly Water test for the Water Dept	205-7605-0000-350	256.00
Total 52327:							1,537.00
06/16	06/20/2016	52328	1856	CDW Government, Inc.	HP Laserjet M506N	602-1715-0000-302	644.85

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice GL Account	Check Amount
Total 52328:							644.85
06/16	06/20/2016	52329	2131	Chowchilla Dolt Best	Supplies for the Corp Yard	205-7605-0000-315	19.62
06/16	06/20/2016	52329	2131	Chowchilla Dolt Best	Tools for the parks dept	100-6620-0000-320	17.06
06/16	06/20/2016	52329	2131	Chowchilla Dolt Best	Small Tools for the Parks dept	100-6620-0000-320	51.82
06/16	06/20/2016	52329	2131	Chowchilla Dolt Best	janitorial supplies	100-1705-0000-315	64.79
06/16	06/20/2016	52329	2131	Chowchilla Dolt Best	Supplies for the WWTP	215-5705-0000-317	3.14
06/16	06/20/2016	52329	2131	Chowchilla Dolt Best	Supplies for the Parks Dept	100-6620-0000-317	2.26
06/16	06/20/2016	52329	2131	Chowchilla Dolt Best	Supplies for the Parks dept	100-6620-0000-315	7.42
06/16	06/20/2016	52329	2131	Chowchilla Dolt Best	Supplies for the parks dept	100-6620-0000-317	10.58
Total 52329:							176.69
06/16	06/20/2016	52330	3676	Ewing Irrigation Products Inc.	Sprinkler heads for the City Parks	100-6620-0000-317	127.12
06/16	06/20/2016	52330	3676	Ewing Irrigation Products Inc.	Replacement Irrigation Timer/ Parks Dept	100-6620-0000-317	451.44
Total 52330:							578.56
06/16	06/20/2016	52331	3711	Farmers Hardware	Supplies for the Water Dept	205-7605-0000-317	18.35
06/16	06/20/2016	52331	3711	Farmers Hardware	Supplies for the Parks dept	100-6620-0000-315	6.42
06/16	06/20/2016	52331	3711	Farmers Hardware	Irrigation repair parts/ Parks Dept	100-6620-0000-317	39.39
06/16	06/20/2016	52331	3711	Farmers Hardware	Supplies for the Streets dept	305-3620-0000-315	1.93
06/16	06/20/2016	52331	3711	Farmers Hardware	Supplies for the parks dept	100-6620-0000-317	.32
06/16	06/20/2016	52331	3711	Farmers Hardware	Safety Supplies for the WWTP	215-5705-0000-302	20.36
06/16	06/20/2016	52331	3711	Farmers Hardware	Supplies for VMP	100-6620-0000-315	74.83
06/16	06/20/2016	52331	3711	Farmers Hardware	Supplies for the Parks Dept	100-6620-0000-301	15.53
06/16	06/20/2016	52331	3711	Farmers Hardware	Supplies for Ed Ray Park	100-6620-0000-315	17.81
Total 52331:							194.30
06/16	06/20/2016	52332	3736	Ferguson Enterprises, Inc.	Water line repair parts/ Water Dept	205-7605-0000-317	661.35
06/16	06/20/2016	52332	3736	Ferguson Enterprises, Inc.	Check Valve 8" for Well #3	205-7605-0000-317	1,454.39
Total 52332:							2,115.74
06/16	06/20/2016	52333	12460	Fresno-Madera Area Agency on Aging	Site supplies	100-6615-0000-314	26.36
06/16	06/20/2016	52333	12460	Fresno-Madera Area Agency on Aging	Non USDA Qualified Meals	100-6615-0000-328	22.00

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice GL Account	Check Amount
Total 52333:							48.36
06/16	06/20/2016	52334	4371	Gladwell Governmental Services	Review of Records Systems FY 15/16	100-1610-0000-336	500.00
Total 52334:							500.00
06/16	06/20/2016	52335	4616	Grover Landscape Services Inc.	Open PO for 2015/16 budget year/ Landscape Services	100-6620-0000-336	2,535.00
Total 52335:							2,535.00
06/16	06/20/2016	52336	5036	Holiday Pools, Inc.	Bond Refund for 3210 Arcadian perm#16-0063	100-0200-0000-042	500.00
Total 52336:							500.00
06/16	06/20/2016	52337	6191	Mace Pest Control	Monthly Spray Service / Senior center	100-6615-0000-315	80.00
Total 52337:							80.00
06/16	06/20/2016	52338	12531	Madera County Fairmead Landfill	Disposal Services for April 2016	210-5605-0000-351	13,391.27
Total 52338:							13,391.27
06/16	06/20/2016	52339	6551	Marty Buttram Electric	Electrical repairs at the WWTP	215-5705-0000-317	195.00
Total 52339:							195.00
06/16	06/20/2016	52340	6791	Merced Sun-Star	employment ad- Dep City Clrk/Secretary	100-1710-0000-306	36.50
06/16	06/20/2016	52340	6791	Merced Sun-Star	employment ad- Streets & Construction	305-3620-0000-306	40.00
06/16	06/20/2016	52340	6791	Merced Sun-Star	employment ad- Water system I/II/III	205-7605-0000-337	43.50
06/16	06/20/2016	52340	6791	Merced Sun-Star	employment ad- Water system I/II/III	215-5705-0000-306	45.20
06/16	06/20/2016	52340	6791	Merced Sun-Star	Utility Systems Supervisor Ad	215-5705-0000-337	40.00
Total 52340:							205.20
06/16	06/20/2016	52341	12282	Mid Valley Disposal Inc.	Disposal Services forCorp yard bins	210-5605-0000-350	770.54
06/16	06/20/2016	52341	12282	Mid Valley Disposal Inc.	rent	100-1712-0000-800	53,649.04

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice GL Account	Check Amount
Total 52341:							54,419.58
06/16	06/20/2016	52342	6966	Mobile Communications Inc.	Monthly Repeater Rental	325-3705-0000-301	72.00
Total 52342:							72.00
06/16	06/20/2016	52343	7116	Moy, Ellen	Public Transportation/Planning/Implementation	325-3705-0000-336	3,476.00
Total 52343:							3,476.00
06/16	06/20/2016	52344	12214	NR Cleaning Services	janitorial for Civic Center	100-1705-0000-315	1,550.00
Total 52344:							1,550.00
06/16	06/20/2016	52345	12429	O'Dell Engineering	Lot Line adjustment fees	956-9950-0000-335	360.00
Total 52345:							360.00
06/16	06/20/2016	52346	7516	Office Depot	office supplies for Finance	100-1720-0000-300	380.27
06/16	06/20/2016	52346	7516	Office Depot	Print cartidges for the Plotter	215-5705-0000-300	470.06
Total 52346:							850.33
06/16	06/20/2016	52347	12330	Pacific Plan Review Inc	plan check for 9600 Heatherhearst perm# 16-0122	100-4805-0000-337	225.00
06/16	06/20/2016	52347	12330	Pacific Plan Review Inc	plan check for 1528 Harding perm# 16-0125	100-4805-0000-337	225.00
06/16	06/20/2016	52347	12330	Pacific Plan Review Inc	plan check for 117 Autumn perm# 16-0126	100-4805-0000-337	106.25
06/16	06/20/2016	52347	12330	Pacific Plan Review Inc	plan check for 11007 Malibu perm# 16-0123	100-4805-0000-337	225.00
06/16	06/20/2016	52347	12330	Pacific Plan Review Inc	plan check for 545 Parkridge perm#16-0133	100-4805-0000-337	225.00
06/16	06/20/2016	52347	12330	Pacific Plan Review Inc	plan check for 8175 Lakeshore perm#16-0138	100-4805-0000-337	1,104.73
06/16	06/20/2016	52347	12330	Pacific Plan Review Inc	plan check for 440 Elm Perm#16-0149	100-4805-0000-337	225.00
Total 52347:							2,335.98
06/16	06/20/2016	52348	7966	Platt Electrical Supply	Civic Center hallway lights	100-1705-0000-315	37.58
06/16	06/20/2016	52348	7966	Platt Electrical Supply	Street light repair parts	305-3620-0000-317	191.81
06/16	06/20/2016	52348	7966	Platt Electrical Supply	clips for hallway lights in Civic Ctr	100-6615-0000-315	54.56

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice GL Account	Check Amount
Total 52348:							283.95
06/16	06/20/2016	52349	10176	Presort Center of Fresno, LLC	To Process Utility & Deliquent Notices May	215-1720-0000-336	242.04
Total 52349:							242.04
06/16	06/20/2016	52350	8081	PROtech Security & Electronics	Replaced Keypad Batteries	100-6620-0000-315	22.55
Total 52350:							22.55
06/16	06/20/2016	52351	8161	Quad Knopf, Inc.	2016-2020 Chowchilla Housing element 4/24-5/21/16	100-4605-0000-336	3,843.00
Total 52351:							3,843.00
06/16	06/20/2016	52352	8796	S & W Auto Parts Inc.	supplies for city veh#2	100-1710-0000-320	6.60
06/16	06/20/2016	52352	8796	S & W Auto Parts Inc.	supplies veh#2	100-1710-0000-320	24.15
06/16	06/20/2016	52352	8796	S & W Auto Parts Inc.	supplies for veh# 352	100-6620-0000-320	31.16
06/16	06/20/2016	52352	8796	S & W Auto Parts Inc.	Parts for the Trash Trailer	100-6620-0000-301	23.74
06/16	06/20/2016	52352	8796	S & W Auto Parts Inc.	Parts for Unit #27	100-6620-0000-320	4.85
06/16	06/20/2016	52352	8796	S & W Auto Parts Inc.	Parts for Unit #63	205-7605-0000-320	14.57
06/16	06/20/2016	52352	8796	S & W Auto Parts Inc.	Parts for Unit #63	205-7605-0000-320	14.57
06/16	06/20/2016	52352	8796	S & W Auto Parts Inc.	Parts for Unit #348	305-3620-0000-301	23.99
Total 52352:							143.63
06/16	06/20/2016	52353	8831	Safe T Lite of Modesto	Sign rental/ Streets dept	305-3620-0000-317	126.36
06/16	06/20/2016	52353	8831	Safe T Lite of Modesto	Sign rental/ Streets dept CREDIT	305-3620-0000-317	126.36-
06/16	06/20/2016	52353	8831	Safe T Lite of Modesto	Sign rental/ Streets dept	305-3620-0000-317	84.24
Total 52353:							84.24
06/16	06/20/2016	52354	9951	T & T Pavement Markings &	Reface Stop signs for the Streets dept	305-3620-4000-317	615.60
Total 52354:							615.60
06/16	06/20/2016	52355	10116	Tesei Petroleum Inc.	Fuel for City 6/1/16-6/10/16	325-3705-0000-320	2,578.65
06/16	06/20/2016	52355	10116	Tesei Petroleum Inc.	Diesel fuel for Public Works	205-7605-0000-320	510.31
06/16	06/20/2016	52355	10116	Tesei Petroleum Inc.	Propane for Unit #152	305-3620-0000-320	22.03

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice GL Account	Check Amount
Total 52355:							3,110.99
06/16	06/20/2016	52356	10131	TF Tire & Service	tires for veh# 364 spray truck	305-3620-0000-320	96.43
Total 52356:							96.43
06/16	06/20/2016	52357	11537	Toshiba Financial Services	Copier for 6/15/16-7/14/16	602-1715-0000-408	599.75
Total 52357:							599.75
06/16	06/20/2016	52358	10356	TransUnion LLC	Basic Service Charge	420-4810-0000-336	76.00
Total 52358:							76.00
06/16	06/20/2016	52359	12325	US Bank National Association	improvement bonds 2013-1 (Pheasant Run)	542-4832-0000-302	1,100.00
Total 52359:							1,100.00
06/16	06/20/2016	52360	10581	USA Bluebook	Supplies for the Water Dept	205-7605-0000-302	53.72
06/16	06/20/2016	52360	10581	USA Bluebook	New pump and valve assembly for Well #5	205-7605-0000-317	1,073.07
Total 52360:							1,126.79
06/16	06/20/2016	52361	10756	Verizon Wireless	Cellular Phones for PW 4/10-5/9/16	330-3805-0000-310	276.04
Total 52361:							276.04
06/16	06/20/2016	52362	11381	Zoom Imaging Solutions, Inc.	Monthly Copier Usage- Fire dept 6/1/16-6/30/16	602-1715-0000-301	35.62
Total 52362:							35.62
06/16	06/20/2016	52363	196	AFLAC	Employee Contribution	702-0100-0000-023	186.55
Total 52363:							186.55
06/16	06/20/2016	52364	12181	American Fidelity	Insurance Premiums for July 2016	702-0100-0000-023	3,106.36

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice GL Account	Check Amount
Total 52364:							3,106.36
06/16	06/20/2016	52365	12896	Brandon Pasion	Summer Concert Performance	100-6625-0000-336	1,000.00
Total 52365:							1,000.00
06/16	06/20/2016	52366	11622	Cota Cole LLP	Legal Fees for May Retainer	100-1615-0000-335	8,340.33
06/16	06/20/2016	52366	11622	Cota Cole LLP	Legal Fees for Rancho Calera (Reimbursed)	701-0200-0000-042	684.00
06/16	06/20/2016	52366	11622	Cota Cole LLP	Legal Fees for Heffington Abatement	100-1615-0000-335	537.31
06/16	06/20/2016	52366	11622	Cota Cole LLP	Legal Fees for Collective Bargaining	100-1615-0000-335	13,813.00
Total 52366:							23,374.64
06/16	06/20/2016	52367	12895	Department of Consumer Affairs	Renewal of CPA License #111791	100-1720-0000-307	120.00
Total 52367:							120.00
06/16	06/20/2016	52368	5871	Jones & Mayer	Legal Fees for Chowchilla MJM	100-1615-0000-335	182.15
Total 52368:							182.15
06/16	06/20/2016	52369	11772	PARS	PARS Administration for April 2016	215-5705-0000-206	424.48
Total 52369:							424.48
06/16	06/20/2016	52370	10571	US BANK (I.M.P.A.C. CAL-CARD)	Vet Care for Warco	100-2618-1202-324	119.00
06/16	06/20/2016	52370	10571	US BANK (I.M.P.A.C. CAL-CARD)	S & W Power Steering Fluid for Vehicle	100-2610-0000-320	3.60
06/16	06/20/2016	52370	10571	US BANK (I.M.P.A.C. CAL-CARD)	ILGIA Gang Investigators Association	100-2610-0000-305	360.65
06/16	06/20/2016	52370	10571	US BANK (I.M.P.A.C. CAL-CARD)	Donuts for Madera COPS on Fair Parade	100-2610-0000-307	47.70
06/16	06/20/2016	52370	10571	US BANK (I.M.P.A.C. CAL-CARD)	Lunch for Soto & Boyle for Animal Cruelty Training	100-2610-0000-350	134.97
06/16	06/20/2016	52370	10571	US BANK (I.M.P.A.C. CAL-CARD)	Supplies for IT	602-1715-0000-320	60.64
Total 52370:							726.56
06/16	06/20/2016	52371	6791	Merced Sun-Star	RFP	100-1720-0000-337	95.16
06/16	06/20/2016	52371	6791	Merced Sun-Star	Public Hearing Notice	100-1610-0000-337	129.96
06/16	06/20/2016	52371	6791	Merced Sun-Star	Public Hearing Notice	100-4605-0000-337	116.94
06/16	06/20/2016	52371	6791	Merced Sun-Star	Ordinance 475, 477-16 demo waste, scavaging	100-4605-0000-337	2,280.78

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice GL Account	Check Amount
06/16	06/20/2016	52371	6791	Merced Sun-Star	notice of intents-CDBG	416-4814-0000-333	596.72
06/16	06/20/2016	52371	6791	Merced Sun-Star	hearing- CDBG	416-4814-0000-333	244.13
Total 52371:							3,463.69
06/16	06/27/2016	52372	1111	Blue Shield of California	Health Insurance for July 2016	702-0100-0000-023	34,791.22
Total 52372:							34,791.22
06/16	06/27/2016	52373	2136	Chowchilla Employees Assn.	Employee Contribution	702-0200-0000-040	40.00
Total 52373:							40.00
06/16	06/27/2016	52374	12408	Chowchilla Mid-Management	Employee Contributions	702-0200-0000-040	244.00
Total 52374:							244.00
06/16	06/27/2016	52375	2166	Chowchilla Office	Employee Contributions	702-0200-0000-040	130.00
Total 52375:							130.00
06/16	06/27/2016	52376	2171	Chowchilla Peace Officers	Employee Contribution	702-0200-0000-040	817.00
Total 52376:							817.00
06/16	06/27/2016	52377	12618	Craig Locke	CASP Examination	100-4705-0000-307	400.00
06/16	06/27/2016	52377	12618	Craig Locke	CASP Exam Open Book	100-4705-0000-307	400.00
Total 52377:							800.00
06/16	06/27/2016	52378	3836	Fitness Peak	Employee Contribution	702-0200-0000-040	157.50
Total 52378:							157.50
06/16	06/27/2016	52379	7671	Pacific Gas & Electric	Gas & Electric for June 2016	220-3650-0000-315	67,684.07
Total 52379:							67,684.07
06/16	06/27/2016	52380	8031	Principal Financial Group	Dental Insurance for July 2016	702-0100-0000-023	5,529.39

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice GL Account	Check Amount
Total 52380:							5,529.39
06/16	06/27/2016	52381	12728	Scott Little	Summer Concert Performer	100-6625-0000-336	300.00
Total 52381:							300.00
06/16	06/27/2016	52382	10131	TF Tire & Service	Tires for veh#45	100-2610-0000-320	69.95
Total 52382:							69.95
06/16	06/27/2016	52383	12859	Tri-Electronics	Sales Tax	100-2705-0000-312	1,943.90
Total 52383:							1,943.90
06/16	06/27/2016	52384	12044	U.S. Bank (PARS)	Employee Contributions	702-0200-0000-040	191.92
Total 52384:							191.92
06/16	06/27/2016	52385	12016	Vision Service Plan - (CA)	Vision Service for July 2016	702-0100-0000-023	628.33
Total 52385:							628.33
06/16	06/30/2016	52386	5121	Richard Hunter	Payroll	702-0200-0000-043	3,332.16
Total 52386:							3,332.16
Grand Totals:							360,830.68

Report Criteria:
 Report type: Invoice detail



CITY COUNCIL STAFF REPORT

Item 3.4

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July 18, 2016

AGENDA SECTION: Consent

SUBJECT: Consideration of Monthly Financial Statements

PREPARED BY: Rod Pruett, City Treasurer/Finance Director

REVIEWED BY
ADMINISTRATOR

REVIEWED BY
ATTORNEY

REVIEWED BY
FINANCE

RECOMMENDATION:

Approve the June 2016 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 100% for June 2016.

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

FINANCIAL IMPACT:

Revenues- General Administration is less than the 100% benchmark and short \$660k because we still have yet to receive our May & June sales tax distributions which are expected to total around \$230k. There will also be a final true up payment for the end of the "Triple Flip" that is going to be around \$160k which should be here in August. We also will receive a property tax clean up payment that is expected to be around \$60k. We are expecting to receive \$70k for the last quarter of Transient Occupancy Tax in July as well. We have yet to transfer \$380k of Franchise Fee from the Solid Waste agreement and will be done for year end. There is a \$45k admin cost from the Successor Agency that needs to be transferred in also. If all comes in as expected this department will receive \$945k more revenue which is significantly more than the shortfall of \$660k that is showing now.

Police Sworn- There was a reduction in Cal Chief monies we were supposed to get.

Police Net is a fully reimbursable grant and all expenses will be reimbursed. The total amount budgeted will most likely not be met since we currently only have 1 position in the program and the budget assumed more than 1.

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

Expenses- City Attorney is at 137%. We have incurred more in expenses for the lawsuit than anticipated. Additional amounts will be incurred and a budget amendment will be made to cover the expenses. These additional cost were accounted for in the mid-year budget and there was surplus in the General Fund above what was approved in the budget due to cost savings so there are funds available in the General Fund to cover the increased cost

Overall- At the Mid-Year Budget Review the General Fund was projected to end up with a \$174k surplus. This report shows a current surplus of \$55k. With the additional revenue over budgeted amounts expected to come in from the General Admin department, the Mid-Year estimate should easily be reached, if not surpassed when the year-end close is completed.

NOTE: The overall budget changed in May due to a budget amendment made to increase the Fire Department expenses by \$27,000. The city received a \$27,000 donation in 2012 from Chukchansi for the Fire Department and we are now spending the money. It was not originally budgeted. The donation was recognized as revenue in prior years and the Fund Balance was restricted so this will use Fund Balance instead of current year revenue.

ATTACHMENTS:

June 2016 Budget vs Actual and Balance Sheet

	Prior Budget	Prior Actual	Percent	Current Budget	Current Actual	Difference	Percent
GENERAL FUND							
GENERAL ADMINISTRATION							
Total Expenditure:	41,951.38	61,649.16	10%	43,831.00	29,825.47	14,005.53	68%
Total Revenue:	4,940,035.00	5,059,911.69	34%	5,298,899.00	4,660,347.26	638,551.74	88%
CITY COUNCIL							
Total Expenditure:	65,418.99	48,001.03	6%	75,402.00	43,527.41	31,874.59	58%
Total Revenue:	20,634.00	20,634.00	9%	20,160.00	20,830.05	670.05-	103%
CITY CLERK							
Total Expenditure:	119,298.52	112,936.30	1%	91,924.00	55,238.59	36,685.41	60%
Total Revenue:	75,938.00	76,937.92	15%	42,288.00	42,399.95	111.95-	100%
CITY ATTORNEY							
Total Expenditure:	212,000.00	870,650.17	33%	383,200.00	524,384.60	141,184.60-	137%
Total Revenue:	44,000.00	58,283.09	29%	35,000.00	48,306.66	13,306.66-	138%
GENERAL SERVICES							
Total Expenditure:	647,748.26	477,917.30	6%	643,638.00	644,517.11	879.11-	100%
Total Revenue:	74,481.00	74,481.00	8%	74,233.00	74,234.00	1.00-	100%
ADMINISTRATIVE SERVICES							
Total Expenditure:	517,996.44	464,042.57	22%	468,629.00	413,330.69	55,298.31	88%
Total Revenue:	324,109.00	324,108.96	21%	128,088.00	129,548.22	1,460.22-	101%
CITY PROPERTY - RENTS							
Total Expenditure:	9,293.21	9,307.75	3%	28,850.00	22,092.98	6,757.02	77%
Total Revenue:	92,480.00	84,511.68	5%	106,300.00	109,569.12	3,269.12-	103%
FINANCE DEPARTMENT							
Total Expenditure:	592,593.57	591,126.71	11%	619,706.00	596,263.51	23,442.49	96%
Total Revenue:	418,308.00	418,051.08	11%	314,451.00	320,663.06	6,212.06-	102%
PROPERTY TAXES							
Total Expenditure:	540.00	539.40	0%	550.00	539.40	10.60	98%
INSURANCE HOLDING							
Total Expenditure:	.00	21,623.00-	0%	.00	73,485.00	73,485.00-	0%
POLICE - SWORN							
Total Expenditure:	2,857,092.24	2,879,370.56	16%	2,885,804.17	2,522,287.11	363,517.06	87%
Total Revenue:	310,655.00	371,480.13	25%	421,436.87	402,340.97	19,095.90	95%
POLICE - NET							
Total Expenditure:	140,280.00	38.50	0%	109,250.00	79,590.66	29,659.34	73%
Total Revenue:	141,761.00	.00	0%	109,250.00	47,425.08	61,824.92	43%
SPECIAL INVESTIGATIONS UNIT							
Total Expenditure:	86,443.00	58,593.09	0%	.00	.00	.00	0%
Total Revenue:	60,000.00	18,276.38	0%	.00	25,954.41	25,954.41-	0%
POLICE - K-9							
Total Expenditure:	4,750.00	4,324.36	0%	241,590.00	238,731.17	2,858.83	99%
Total Revenue:	20,000.00	23,093.94	0%	10,000.00	10,047.09	47.09-	100%
FIRE SERVICES							
Total Expenditure:	331,781.40	330,706.10	14%	573,541.00	479,722.27	93,818.73	84%
Total Revenue:	80,426.00	81,206.16	3%	232,152.86	235,101.46	2,948.60-	101%
ANIMAL CONTROL							
Total Expenditure:	110,556.61	109,570.11	8%	130,540.00	98,920.16	31,619.84	76%
Total Revenue:	8,900.00	6,330.95	13%	5,000.00	9,636.94	4,636.94-	193%
STREETS-OLD							
Total Revenue:	.00	50.00-	0%	.00	.00	.00	0%
PLANNING & ZONING							
Total Expenditure:	225,890.37	223,072.70	12%	252,242.00	159,080.75	93,161.25	63%
Total Revenue:	59,138.00	45,397.46	10%	30,642.00	37,116.49	6,474.49-	121%
COMMUNITY & ECONOMIC DVLPMNT							
Total Expenditure:	595.00	384.63	0%	2,650.00	2,314.04	335.96	87%
BUILDING & CODE ENFORCEMENT							
Total Expenditure:	134,812.00	132,807.40	17%	148,235.00	126,473.78	21,761.22	85%

	Prior Budget	Prior Actual	Percent	Current Budget	Current Actual	Difference	Percent
Total Revenue:	154,190.00	148,555.73	21%	168,650.00	177,666.82	9,016.82-	105%
COMMUNITY PROMOTION							
Total Expenditure:	39,541.00	14,057.35	37%	19,047.00	18,108.43	938.57	95%
SENIOR SERVICES							
Total Expenditure:	29,681.14	28,557.84	8%	31,760.00	30,806.52	953.48	97%
Total Revenue:	5,100.00	7,949.62	3%	9,100.00	9,558.01	458.01-	105%
PARKS AND FACILITIES							
Total Expenditure:	599,252.87	304,575.65	14%	354,773.00	263,914.33	90,858.67	74%
Total Revenue:	50,875.00	64,879.18	4%	108,731.00	117,552.24	8,821.24-	108%
RECREATION PROGRAMS							
Total Expenditure:	25,708.00	14,271.60	8%	27,450.00	12,579.92	14,870.08	46%
Total Revenue:	6,500.00	6,885.00	27%	7,500.00	12,265.00	4,765.00-	164%
:							
GENERAL FUND Revenue Total	6,887,530.00	6,890,923.97	29%	7,121,881.73	6,490,562.83	631,318.90	91%
GENERAL FUND Expenditure Total:	6,793,224.00	6,714,877.28	14%	7,132,612.17	6,435,733.90	696,878.27	90%
Net Total GENERAL FUND:	94,306.00	176,046.69	-10062	10,730.44-	54,828.93	65,559.37-	-511%
Net Grand Totals:	94,306.00	176,046.69	-10062	10,730.44-	54,828.93	65,559.37-	-511%

CITY OF CHOWCHILLA
BALANCE SHEET
JUNE 30, 2016
GENERAL FUND

<u>ASSETS</u>		
100-0100-0000-0200-000	CASH - COMBINED FUND	(7,474,193.50)
100-0100-0000-0201-000	PETTY CASH	600.00
100-0100-0000-0201-001	CASH DRAWER	2,400.00
100-0100-0000-0202-000	PRE-PAID POSTAGE ACCOUNT	1,121.88
100-0100-0000-0208-000	CASH IN US BANK - RESTRICT	369,738.52
100-0100-0000-0209-000	CASH IN LAIF	9,001,281.98
100-0100-0000-0224-000	A/R MODULE ONLY RECEIVALB	13,573.99
100-0100-0000-0226-000	ADVANCE TO OTHER FUNDS	557,442.34
100-0100-0000-0227-000	LIENS RECEIVABLES GENERAL	64,017.47
100-0100-0000-0228-000	PENDING CHARGES OR REFU	(559.91)
100-0100-0000-0229-000	A/R BUSINESS LICENSE	17,227.48
	TOTAL ASSETS	2,552,650.25
 <u>LIABILITIES AND EQUITY</u>		
<u>LIABILITIES</u>		
100-0200-0000-0420-000	TRADE PAYABLES	278,230.72
100-0200-0000-0421-001	BONDS FOR WORK-REFUNDAB	4,500.00
100-0200-0000-0465-000	UNCLAIMED PROP/STALE DAT	362.33
	TOTAL LIABILITIES	283,093.05
 <u>FUND EQUITY</u>		
100-0300-0000-0602-000	RESERVE FOR L/T A/R	557,442.34
	UNAPPROPRIATED FUND BALA	
100-0300-0000-0601-000	FUND BALANCE	259,592.90
100-0300-0000-0601-004	RESERVE FOR CONTINGENCIE	910,223.00
100-0300-0000-0601-005	DESIGNATED FOR PREPAID IT	3,470.25
100-0300-0000-0601-006	DESIGNATED FOR DEBT SVC R	369,738.52
100-0300-0000-0601-009	PRIOR PERIOD ADJUSTMENTS	97,765.59
100-0300-0000-0601-999	FUND BALANCE RESTRICTED I	16,495.67
	REVENUE OVER EXPENDITUR	54,828.93
	BALANCE - CURRENT DATE	1,712,114.86
	TOTAL FUND EQUITY	2,269,557.20
	TOTAL LIABILITIES AND EQUIT	2,552,650.25



CITY COUNCIL STAFF REPORT

Item 3.5

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July 18, 2016

AGENDA SECTION: Consent

SUBJECT: Authorization to Extend the Landscape Maintenance Contract with Grover Landscape Services

PREPARED BY: Craig Locke, City Engineer/Public Works Director

REVIEWED BY
ADMINISTRATOR

REVIEWED BY
ATTORNEY

REVIEWED BY
FINANCE

RECOMMENDATION:

Staff recommends that City Council to approve the Grover Landscape Contract Extension for an additional year of a potential 3 year extension.

HISTORY / BACKGROUND:

The City of Chowchilla solicited a Request for Proposal (RFP) for Landscape Maintenance Services in 2011. The RFP included the landscape areas of the City's Lighting and Landscape Maintenance Assessment District and other landscape areas in the City. City Council awarded the contract to Grover Landscape Services, Inc. in 2013, with a contract term from August 1, 2015 through July 30, 2016. The terms of the agreement allowed for one or more 12 month extensions totaling no more than 36 months.

Grover Landscape has satisfactorily performed the required duties throughout the term of their contracts and has a proven track record of performance in the maintenance of these areas

FINANCIAL IMPACT:

The cost for the landscape maintenance services in this contract are extended from previous years, so there is no cost increase to the City.

ATTACHMENTS:

Resolution
Grover Landscape Contract Extension

SPECIAL INSTRUCTIONS:

None

COUNCIL RESOLUTION # -16

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHOWCHILLA, CALIFORNIA
AUTHORIZATION TO EXTEND THE LANDSCAPE MAINTENANCE CONTRACT WITH GROVER
LANDSCAPE SERVICES**

WHEREAS, the City of Chowchilla through the Parks, Recreation and Community Services Department has outsourced landscape maintenance services for the City Landscape Assessment District and other City Landscape Areas; and

WHEREAS, The City Council authorized Request for Qualifications (RFQ) for landscape maintenance services released in 2011 resulted in the contract executed January 24, 2012 with Grover Landscape Services Inc., having been declared the lowest price responsible bidder; and

WHEREAS, Section 4B of that Agreement authorizes the City of Chowchilla to exercise an option to extend the term of the contract for one or more 12- month periods not to exceed 36 months total.

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

1. The above recitals are true and correct.
2. Amends the agreement for landscape maintenance services with Grover Landscape Services, Inc.
3. The City Administrator authorized to execute the agreement on behalf of the City.
4. This resolution is effective immediately upon adoption.

PASSED AND ADOPTED by the City Council of the City of Chowchilla at a Special Meeting held on the 18th day of July, 2016 by the following vote to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

Mayor Waseem Ahmed

ATTEST:

Joann McClendon, CMC
City Clerk

**CITY OF CHOWCHILLA
PROFESSIONAL LANDSCAPE MAINTENANCE SERVICES
AGREEMENT**

THIS AGREEMENT, made this 29th day of **July, 2016**, by and between the **CITY OF CHOWCHILLA**, a municipal corporation, hereinafter referred to as "City" and **GROVER LANDSCAPE SERVICES, INC.**, hereinafter referred to as the "Contractor";

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements herein contained, it is agreed by and between the City and the Contractor as follows:

1. Services.

The City hereby contracts with the Contractor to perform Landscape Maintenance Services ("Services") herein set forth at the compensation and upon the terms and conditions herein expressed and Contractor hereby agrees to perform Services for said compensation in accordance with said terms and conditions.

2. Obligations, duties and responsibilities of Contractor.

It shall be the duty, obligation and responsibility of the Contractor, in a skilled and professional manner, to perform, furnish and supply to the City, the Services as outlined in the "Scope of Services" (Attachment B), and the Contractor Proposal (RFP Bid Forms; Attachment A; A-2 & A-3. The Maps of the Service Areas (Attachment C) which identifies the location of the areas of landscaping which are the subject of the Scope of Services. The Landscape Areas may be expanded in size and or number per mutual consent between City and Contractor.

3. Contractor's Performance & Agreement Term.

The Contractor is authorized to commence work immediately upon receipt of a fully executed copy of the agreement with evidence of compliance with Sections 5.3 and 5.4 hereof. The Term of this Agreement is: **from August 1, 2016 through and including July 31, 2017**. Contractor will provide City with a complete list of contact information (names, emergency and mobile numbers) for the Assigned Supervisor(s) or contact people handling the maintenance services.

4. Contractor's compensation: amount, how and when payable.

A. Compensation - For all the work and services, including supplies and equipment, pertaining to the performance of the Scope of Services as shown in Attachment C from City's Request for Proposal document, which is incorporated by reference herein, City agrees to pay to Contractor and Contractor agrees to accept and receive as payment in full the compensation as contained in Attachment A: A-2 & A-3 from the 2011 proposal received in response to City's "Request for Proposal" document, which is incorporated by reference herein for each Landscape Area (Attachment B).

Contractor shall also be reimbursed for extra services that were approved in advance by City and which are in addition to the tasks called for in the Scope of Services at the rates shown for the appropriate period in Attachment A: A-2 & A-3 from the proposal received in response to City's Request for Proposal documents. *Materials provided by Contractor for the cost of irrigation repairs and replacements and weed and pest control services shall be billed to City based on the cost of the part at wholesale plus no more than a 10% markup. Extra Services must be approved by City in advance to work performed.*

B. Monthly Progress Billings - Contractor shall furnish City with itemized monthly progress billings for all services rendered and supplies furnished under Paragraph 2 hereof pertaining to services. Such progress payments shall be due and payable by City to Contractor within thirty (30) days after presentation of approved invoices by Contractor to City.

City may exercise the option to extend the agreement for one or more 12-month periods not to exceed 36 months by providing Contractor with ninety (90) days written notice prior to the expiration of the current Term then in effect.

5. Contractor's agreement to hold harmless and insurance requirements:

5.1. Independent contractor. In the furnishing of the services provided for herein, the Contractor is acting as an independent contractor and not as an employee of the City.

5.2. Indemnification. The Contractor agrees to indemnify and defend the City and hold its Council, boards, commissions, officers, employees, volunteers, and agents free and harmless from and against any and all claims, lawsuits, judgments, costs, expenses and attorney's fees on account of injury to persons or damage to property arising out of or

resulting from the Contractor's performance of this Agreement except for the sole negligence or willful misconduct of the City.

A. Background Check. Contractor agrees to pay for the cost of Live Scan fingerprinting for all employees working in the public right-of-way during the term of this agreement.

5.3 Insurance requirement. During the term of this Agreement, the Contractor shall pay for and maintain and provide **City** with insurance as listed below:

A. Comprehensive General Liability Insurance of not less than \$2,000,000 limit, with a thirty (30) day written Notice of Cancellation in favor of the City.

B. Worker's Compensation Insurance with a 10-day written Notice of Cancellation in favor of the City.

C. Automobile insurance covering automotive liability, any auto coverage, occurrence form. Coverage is to be equal to Insurance Services Office (ISO) Commercial General Liability Form CA 00 01 06 92 covering Automobile Liability, Code 1 "any auto." Automobile Liability: \$1,000,000 per accident for bodily injury and property damage. Automobile liability policies are to contain, or be endorsed to contain, the following provisions:

i. The City, its officers, officials, employees, and volunteers are to be covered as insured with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the contractor; and with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance, or as a separate owner's policy.

ii. For any claim related to this project, the Contractor's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute to it.

iii. Each insurance policy required by this clause shall be endorsed to read: "Coverage shall not be cancelled by either party, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the Entity."

5.4. Insurance Endorsement. Said policy or policies shall include the City of Chowchilla named as additionally insured of policy or policies. The Contractor shall provide an endorsement of said insurance prior to or concurrent with the Contractor's execution and tender of this agreement.

5.5 City provided information. City will make available to Contractor all information known to City regarding existing conditions at the project site.

5.6 City work. Contractor is not responsible for the completion or quality of work, which is dependent upon or performed by the City or third parties not under the direct control of Contractor, nor is Contractor responsible for their acts or omissions or for any consequential damages resulting thereof.

6. Attorney's fees/venue.

In the event that any action is brought to enforce the terms of this Agreement, the Party found by the court to be in default agrees to pay reasonable attorney's fees to the successful Party in an amount to be fixed by the Court. The venue for any claim being brought for breach of this agreement shall be in Madera County.

7. Termination of Contract.

This Agreement may be terminated by mutual agreement at any time or it may be terminated by City after providing Contractor thirty (30) days written notice of intent to terminate the contract. Contractor may unilaterally terminate the agreement after providing City ninety (90) days written notice of intent to terminate the contract.

Notice of termination to City:

**City Administrator
City of Chowchilla
130 S. Second Street
Chowchilla, CA 93610**

To the Contractor:

_____ (Print Name)
**Grover Landscape Services, Inc.
6224 Stoddard Road
Modesto, CA 95356**

In the event of such termination, Contractor shall be paid for work completed to date of termination and any such work shall become the property of the City.

8. Assignment.

Neither the City nor Contractor will assign its interest in this Agreement with out the prior written consent to the other party.

9. Complete Agreement of Parties.

This Agreement, including attachments incorporated herein by reference, represents the entire agreement and understanding between the parties. Any modifications to this Agreement shall be in writing and signed by authorized representatives of the parties. One or more waivers of any term, condition or covenant by either party shall not be construed as a waiver of any other term, condition or covenant. This new agreement supersedes and replaces any and all prior agreements between the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement at Chowchilla, California, the day and year first above written.

**CONTRACTOR:
GROVER LANDSCAPE SERVICES, INC.**

By _____

Date: _____

Title: _____

CITY OF CHOWCHILLA

By: _____

Date: _____

Brian Haddix, City Administrator

This page is used for Attachment A: A-2, A-3 (Bid proposal 2011 RFP)

City of Chowchilla RFP-Professional Landscape Maintenance Services, October 2011

**ATTACHMENT A-2
BID FORM**

**CITY OF CHOWCHILLA
PROFESSIONAL LANDSCAPE MAINTENANCE SERVICES**

BID FORM PRICING & STAFFING AND INVOICE ACKNOWLEDGEMENT

For each Bidder must provide total monthly cost for all labor, material and supplies (tax included) as specified in this RFP. Submittals may include bids for all sections listed below or a combination of sections.

TOTAL MONTHLY RATE

For the period from July 1, 2013 through June 30, 2014:

1. ASSESSMENT DISTRICT LANDSCAPE AREAS:

Section 1.1 Pheasant Run:

- | | |
|--|--------------------|
| a. South Fig Tree Road (South of East Robertson Blvd) | \$ 310.00 |
| b. East Robertson Blvd. Streetscape - excluding trees over 15 ft. tall
(Starting east of Gateway West Entrance to end of City limits/canal) | \$ 910.00 |
| c. Clubhouse Drive - both sides & median (excluding trees over 15 ft tall) | \$ 520.00 |
| d. Clubhouse Dr. Roundabout/Waterfall Landscape/Granite Falls
(excluding the waterfall) | \$ 415.00 |
| Total for Section 1.1: | \$ 2,155.00 |

2. MISCELLANEOUS LANDSCAPE AREAS (Not in Assessment Landscape Areas):

Section 2.1 Playground Landscapes:

- | | |
|---|------------------|
| a. RC Wisener Park & Playground & miscellaneous landscape surrounding playground area and Finger Islands: South of Robertson Blvd. between Trinity Ave and Orange Ave from First Street to Third Street. Playground landscape inside fenced area and turf landscape outside fenced area. Landscape areas include the park Finger Islands that surrounds the park. | \$ 160.00 |
| b. Veterans Memorial Park Playground is located on the back side of Veterans Park at 6 th Street and West Robertson Boulevard inside a fenced area. | \$ 90.00 |
| c. Sports & Leisure Park Main Playground located at 625 N. 15th Street. The large playground is located in the park area off 15th Street & Sonoma Ave. Landscape is inside the fenced playground. | \$ 130.00 |
| Total for Section 2.1: | \$ 380.00 |

COMBINED BID TOTALS FOR SECTIONS 1 & 2 (Above): →

(Note that the amount derived by the evaluation committee from the amounts shown above and not the combined amount shown in the box will determine the actual amount of the bid submitted.)

\$ 2,535.00

3. EXTRA SERVICES HOURLY RATE:

→ \$ 40.00 Per Hour

This page is used for Attachment A: A-2, A-3 (Bid proposal 2011 RFP)

City of Chowchilla RFP-Professional Landscape Maintenance Services, October 2011

**ATTACHMENT A-3
BID FORM**

**CITY OF CHOWCHILLA
PROFESSIONAL LANDSCAPE MAINTENANCE SERVICES**

BID FORM PRICING & STAFFING AND INVOICE ACKNOWLEDGEMENT

For each Bidder must provide total monthly cost for all labor, material and supplies (tax included) as specified in this RFP. Submittals may include bids for all sections listed below or a combination of sections.

TOTAL MONTHLY RATE

For the period from July 1, 2014 through June 30, 2015:

1. ASSESSMENT DISTRICT LANDSCAPE AREAS:

Section 1.1 Pheasant Run:

- | | |
|--|--------------------|
| a. South Fig Tree Road (South of East Robertson Blvd) | \$ 310.00 |
| b. East Robertson Blvd. Streetscape - excluding trees over 15 ft. tall
(Starting east of Gateway West Entrance to end of City limits/canal) | \$ 910.00 |
| c. Clubhouse Drive - both sides & median (excluding trees over 15 ft tall) | \$ 520.00 |
| d. Clubhouse Dr. Roundabout/Waterfall Landscape/Granite Falls
(excluding the waterfall) | \$ 415.00 |
| Total for Section 1.1: | \$ 2,155.00 |

2. MISCELLANEOUS LANDSCAPE AREAS (Not in Assessment Landscape Areas):

Section 2.1 Playground Landscapes:

- | | |
|---|------------------|
| a. RC Wisener Park & Playground & miscellaneous landscape surrounding playground area and Finger Islands: South of Robertson Blvd. between Trinity Ave and Orange Ave from First Street to Third Street. Playground landscape inside fenced area and turf landscape outside fenced area. Landscape areas include the park Finger Islands that surrounds the park. | \$ 160.00 |
| b. Veterans Memorial Park Playground is located on the back side of Veterans Park at 6 th Street and West Robertson Boulevard inside a fenced area. | \$ 90.00 |
| c. Sports & Leisure Park Main Playground located at 625 N. 15th Street. The large playground is located in the park area off 15th Street & Sonoma Ave. Landscape is inside the fenced playground. | \$ 130.00 |
| Total for Section 2.1: | \$ 380.00 |

COMBINED BID TOTALS FOR SECTIONS 1 & 2 (Above):

(Note that the amount derived by the evaluation committee from the amounts shown above and not the combined amount shown in the box will determine the actual amount of the bid submitted.)

→ \$ 2,535.00

3. EXTRA SERVICES HOURLY RATE:

→ \$ 40.00 Per Hour

DESCRIPTION OF LANDSCAPE MAINTENANCE LOCATIONS & MAP

1. Landscape Maintenance District Zone Areas:

A. South Fig Tree Road: South of East Robertson Blvd. This area measures 2100 X 8' for a total approximate area of 16,800 Square feet.

B. East Robertson Blvd. Streetscape – excluding trees over 15 feet tall (Starting east of Gateway West Entrance to end of City limits/canal)

C. Clubhouse Drive: South of East Robertson Blvd.(both sides & median excluding trees over 15 ft. tall). This area measures approximately 650' X 5' X 2' for a total area of approximately 6500 square feet.

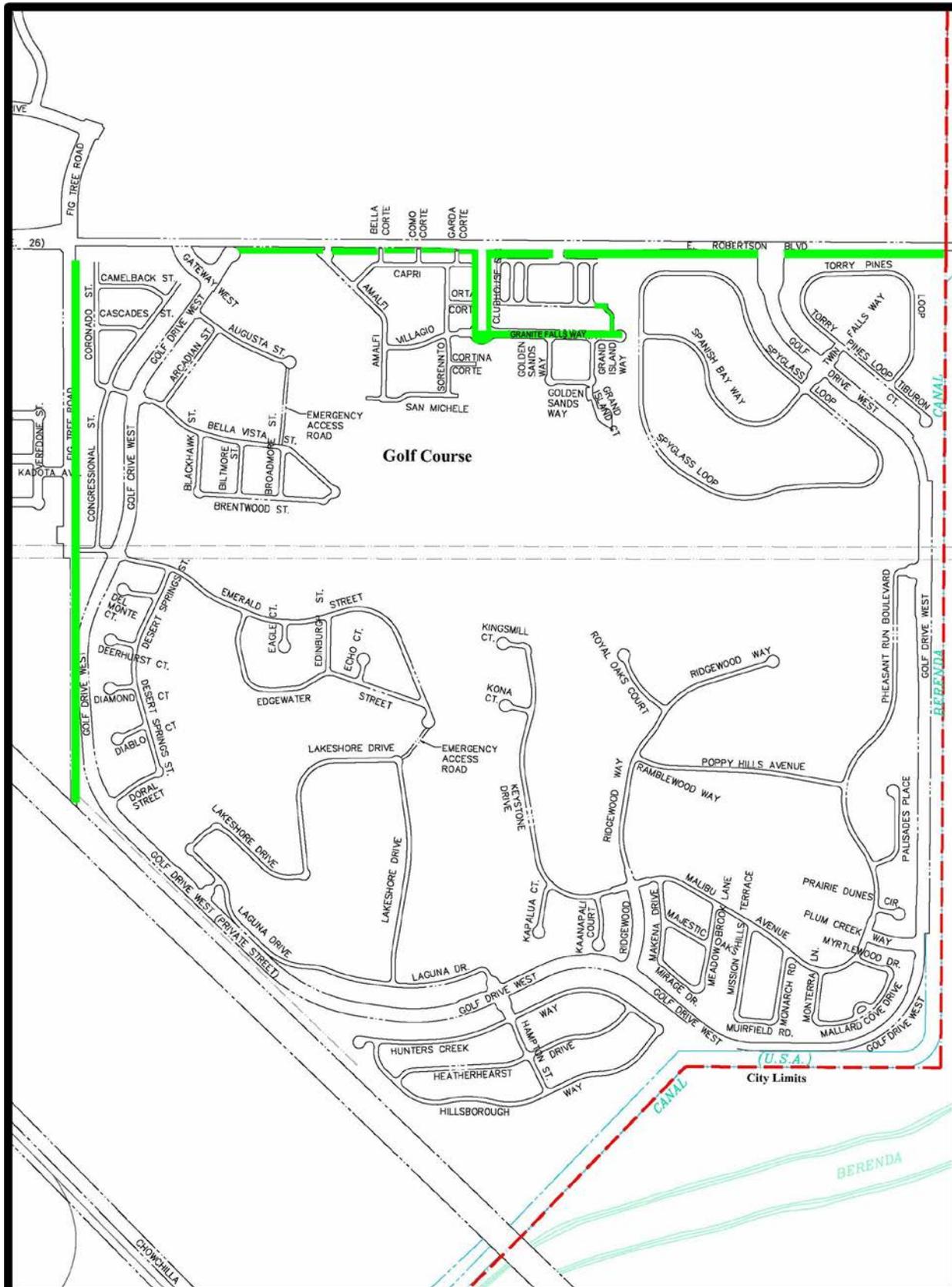
d. Clubhouse Drive Roundabout/Waterfall Landscape/Granite Falls: Roundabout Waterfall landscape (excluding the waterfall feature) along Granite Falls streetscape.

2. Miscellaneous Landscape areas not in the District:

A. RC Wisener Park & Playground & miscellaneous landscape surrounding playground area & Finger Islands: South of Robertson Blvd. between Trinity Ave and Orange Ave from First Street to Third Street. Playground landscape inside fenced area and turf landscape outside fenced area better identified during Mandatory Pre-bid Meeting & Walk-through. Location landscape areas include the park Finger Islands that surrounds the park.

B. Veterans Memorial Park Playground is located on the back side of Veterans Park at 6th Street and West Robertson Boulevard inside a fenced area.

C. Sports & Leisure Park Main Playground located at 625 N. 15th Street. The large playground is located in the park area off 15th Street & Sonoma Ave. Landscape is inside the fenced playground.





SCOPE OF SERVICES

These services shall be carried out by trained service technician(s) at all times. The Contractor is responsible for all aspects of landscape maintenance during the term of the agreement. All work is to be performed during normal business hours.

In the day to day work, you are often working in parks and playgrounds. These are areas often frequented by minor children. Recent State & National events have caused laws & guidelines to be set in place to police hiring practices. As a precaution and to reassure the general public, the City of Chowchilla is assuring that the contractor follows good hiring practices, work crews are required to extend courtesy to and ensure the safety of the public while working in and around parks and playgrounds.

All parks and playgrounds are drug, tobacco and alcohol free zones.

Description:

Landscape maintenance preserves and sustains the quality of a landscape. Landscapes are generally designed with a given style, formal or informal. Proper maintenance maintains the intended design concept.

Work Included:

Maintenance of plantings, irrigation and drainage systems, debris removal, and other related work.

Quality Assurance:

Contractor must be properly licensed and registered to perform pest and weed control work described below.

Site Conditions:

Existing conditions Contractor shall inspect the entire site and be familiar with the requirements and growth habits of all existing plant material.

Environmental conditions Contractor shall advise the Parks & Facilities Supervisor of serious disease or pest problems and any other conditions which may be detrimental to the condition of the landscape.

Scheduling:

Maintenance services shall be provided on a weekly basis, Monday through Saturday, between the hours of 7:00 a.m. and 6:00 p.m. A schedule of work must be provided in advance to the Parks & Facilities Supervisor.

Warranty:

- A. Contractor shall furnish all supervision, labor, materials, and equipment necessary for the complete maintenance of all landscaped areas.
- B. Plant materials shall be maintained in a healthy and vigorous condition, irrigation and drainage systems kept in good working order, and the general site kept clean, and free of litter, debris, or graffiti.
- C. Contractor shall restore or replace any trees, shrubs, ground covers, lawn, perennials, annuals, or irrigation components damaged by contractor's action or lack of action.

- D. Contractor shall not be responsible for the following, unless specifically agreed upon:
1. Pruning and pest control of trees exceeding 15 feet in height;
 2. Replacement of plant material damaged or destroyed by storms, or other causes beyond the contractor's control;
 3. Thatching of turf grass areas
 4. Damage caused by rodents or other pests

Equipment:

Contractor shall provide and maintain all equipment necessary to properly complete the maintenance work. Equipment shall be safe, proper, efficient, and suited to, and for, the job. All cutting blades shall be kept properly sharpened. All equipment must have all required safety devices in place and in operation.

Inspection:

The Contractor shall, at least once a week, inspect all areas covered by an automatic irrigation system for any malfunction. Approximately thirty (30) days prior to the termination of the contract, a comprehensive test of all irrigation systems shall be made by a Public Services Department representative. Any repairs deemed the contractor's responsibility shall be made by the contractor prior to the end of the contract period.

If repairs made are not to the Parks & Facilities Supervisor or the Director of Public Works Operations or his designee's satisfaction, deductions shall be made in the final contract payment to cover the cost of eliminating the discrepancies determined by the Director of Public Works Operations or his designee.

PRODUCTS

Fertilization - General

Contractor will use a complete fertilizer (nitrogen, phosphorus, and potassium) equal to or better than Turf Gold 22-5-5. The contractor will put on fertilizer at the following times and rates:

First application of fertilizer is in early spring, second application in early fall. The rate will be one pound of nitrogen per thousand square feet, per application.

Contractor MUST submit monthly use reports to the Madera County Department of Food & Agriculture per California Department of Pesticide Regulations. <http://www.cdpr.ca.gov/docs/pur/purmain.htm>. (Division 6. Pesticides and Pest Control Operations, Chapter 1. Pesticide Regulatory Program, Subchapter 1. Definition of Terms)

Fertilizers:

Commercial fertilizers may be pellet, tablet, granular, or liquid form and must conform to the requirements of the California Food and Agriculture Code. Choice of fertilizers shall be based on soil fertility tests and/or the specific plant requirements.

Pesticides:

All pesticides MUST be registered in the State of California and conform to all requirements of the California Food and Agriculture Code.

Herbicides:

All herbicides MUST be registered in the State of California and conform to all requirements of the California Food and Agriculture Code.

Growth Regulators:

Growth regulators must be registered in the State of California and conform to all requirements of the California Food and Agriculture Code.

EXECUTION

Trees: (Trees under 15 feet tall only) all trees taller than 15 feet fall under the City's care)

A. Pruning

1. All trees shall be allowed to grow to their natural genetic form and size, unless specifically accepted.
2. Tree pruning shall have two basic objectives: to promote structural strength and to accentuate the natural form and features of the tree.
3. The primary pruning of deciduous trees shall be done during the dormant season. Damaged trees or those that constitute health or safety hazards shall be pruned at any time of the year, as required.
4. Under no circumstances shall mature trees be topped nor shall young trees be stripped of lower branches ("raised up"). Lower branches shall be retained in a "tipped back" or pinched condition with as much foliage as possible to promote callipered trunk growth ("tapered trunk"). Lower branches shall be cut off only after the tree is able to stand erect without staking or other support.
5. Trees with a strong central leader and conical (pyramidal) shape generally need little or no pruning. As a rule, the single central leader shall never be or cut back, as this will create an unnatural multi-leader form and an abundance of weak vegetative growth.
6. Trees with multi-leaders or a branched main trunk system shall be pruned to select and develop permanent scaffold branches which have vertical spacing from 18 to 24 inches and radial orientation so as not to overlay one another. This is done to eliminate narrow, V-shaped branch forks that lack strength, to maintain growth within space limitations, and to maintain a natural appearance.
7. Conifers shall be thinned out and shaped only when necessary, to prevent wind and storm damage.
8. Proper side branch removal requires cutting at the main trunk just beyond the branch bark ridges.
9. All suckers and water sprouts and crisscrossing dead, diseased, broken, and heavy-laden side branches shall be removed to thin crown for less wind resistance.

B. Irrigation

1. Trees have deep root systems. Soil conditions shall be monitored closely for both under-watering and over-watering.
2. Frequency and duration of irrigation shall be dictated by the requirements of the specific trees.
3. All trees shall be probed with a soil-sampling probe to a depth of 24 inches at least every 45 days to ascertain the subsoil conditions. A saturated condition is an indication of drainage problems or excessive irrigation and shall be corrected as soon as possible.

C. Fertilization

1. Most trees shall be fertilized annually, in the spring, with a complete fertilizer.
2. Fertilization of mature trees shall be required only if the trees show a definite need for fertilization.
3. Apply fertilizer around the tree, approximately halfway between the base and drip-line, at a rate of one-half pound of actual nitrogen per inch of trunk diameter measured at four feet above the soil surface.

D. Staking and Guying

1. The purpose of staking and guying trees is to support and protect young trees until such time as they can stand-alone.
2. All tree stakes, guys, and ties shall be maintained to properly support the tree and shall be inspected every 90 days, to prevent girdling or chafing of trunks or branches or rubbing that may cause bark wounds.
3. Stakes and guys shall be removed when no longer required for support.

E. Tree wells

1. Bare soil wells shall be maintained around all trees. A circle with a radius of 12 inches beyond the bark of the tree shall be maintained free of grass, ground covers, and weeds.
2. Grasses and weeds shall be removed or sprayed with a contact herbicide (see Weed Control).

Shrubs and Vines:

A. Pruning

1. The general objectives for pruning of shrubs and vines are to maintain growth within space limitations, to maintain a natural appearance, to eliminate diseased or damaged growth, and to select and develop permanent branches.
2. General pruning shall be done in late winter. Minor pruning may be done at any time.
3. Shrubs shall be pruned to conform to the design concept of the landscape.
4. Individual shrubs shall not be clipped into balled or boxed forms, except in formal gardens.
5. Vines shall be pruned to control growth and direction, and shall be kept "in-bounds" and not allowed to grow over windows, doors, gates, or other structural features.
6. All pruning cuts shall be made to lateral branches or buds or flush with trunk or main stem. Pinching or light heading back of terminal buds on selected shrub species promotes bushiness. To prevent legginess (sparse lower branches), shrubs shall be maintained with the lower foliage wide than the upper foliage. This practice allows more light to reach the lower foliage.

B. Irrigation

1. Frequency and duration of irrigation shall be dictated by the specific requirement of the shrubs and vines.
2. Soil moisture checks of representative plants in the landscape shall be made bimonthly, using a soil-sampling probe or other approved tool.
3. Consideration shall be given to the ground covers growing in shrub areas. Irrigation scheduling shall be based on the requirements of the shallowest rooted plants in the area.

C. Fertilization

1. Most shrubs and vines shall be fertilized annually. Plants that have reached maturity may not require annual fertilization. Plants requiring continual or annual pruning, due to space limitations or espaliering, may require more frequent fertilization.
2. All actively growing plants not yet at maturity shall be fertilized once per year in the spring (March or April). Apply an appropriate slow-release, long-lasting nitrogen fertilizer, controlled-release fertilizer, or plant tablets at the manufacturer's recommended application rate.

Groundcover Maintenance:

A. Edging

1. Established ground covers bordering sidewalks or curbs shall be edged as often as necessary to provide a clean, crisp line at all times.
2. Ground covers shall not be allowed to touch or cover the crowns of shrubs and trees.

B. Irrigation

1. Ground covers shall be irrigated according to the water requirements of the plants. Because both trees and shrubs are often planted in ground cover areas, irrigation shall be made with the water requirements of all plants considered.
2. Moisture checks shall be made periodically by use of a soil probe in various ground cover areas. These checks shall be used as a guide in water requirements.

C. Fertilization

1. Fertilization shall coincide with the ground cover growing season. One application of a complete fertilizer applied in the spring, per manufacturer's recommended application rate, is generally adequate for established ground covers.
2. Young or sparse ground cover areas require a minimum of two applications of fertilizer: one in early spring and again in late spring or early summer.

D. Renovation

1. Ground covers will develop a thatch layer with age. This mat of old stems (thatch) is not only unsightly, but harbors a great number of insects, rodents, and other undesirable pests.
2. Renovation of ground covers is normally done at the end of the dormant season, and will reduce the thatch and revitalize the appearance of the ground cover.

E. Coverage

In order to establish complete coverage within a maximum of two growing seasons, ground cover plantings shall be kept healthy and actively growing with proper irrigation and fertilization.

General information: All areas planted in groundcovers shall be adequately irrigated and fertilized to maintain vigorous growth. Groundcover beds shall be periodically edged to keep them in their intended space. Groundcovers shall not be allowed to encroach into lawns, shrubs beds, or other areas deemed as undesirable by the Parks & Facilities Supervisor the Director of Public Works Operations or his designee.

Groundcover plantings shall be periodically thinned and pruned for vigorous growth and overall appearance of the site. The spaces between plants shall be regularly cultivated.

Lawns:

A. Mowing

1. Turfs shall be mowed weekly during the growing season and at other times as needed.
2. As a general rule, warm season grasses are mowed shorter than cool season grasses. Begin mowing at one-half inch in the spring and slowly adjust to one inch by late summer and early fall. Avoid scalping during the growing season.
3. Clippings shall either be caught or vacuumed from the lawns.

B. Edging

1. All lawn edges along sidewalks and curbs, as well as shrub or ground cover border areas, shall be edged at least every two weeks during the active growing season, March through October, and as required for appearance for the remainder of the year.
2. Edging shall be performed with a blade type mechanical edger. The cut edge shall appear as a clean, smooth line.
3. Obstacles within the lawn areas shall be edged to maintain a grass-free clear space of two inches in width.
4. Lawn sprinkler heads shall only be edged to allow for proper distribution of water.

C. Irrigation

1. Lawns shall be irrigated at such frequency, as weather conditions require. Soil moisture within the root zones shall remain constant and adequate during the growing season.
2. Lawns shall not be watered on the day prior to mowing. Wet soil conditions usually promote disease and soil compaction.
3. Lawns shall be irrigated at night or early morning. Wherever possible, intermittent applications during the irrigation period shall be used to increase penetration, eliminate runoff, and comply with City of Chowchilla regulations.

D. Fertilization

1. Depending on type of grass, normal requirements of actual nitrogen are five to nine pounds per 1,000 square feet per year.
2. Availability of nitrogen shall be as even as possible. Not more than one pound per month shall be applied during the growing season.
3. Fertilizers shall be applied per the manufacturer's recommendations.

Irrigation Systems:

A. General

1. Proper irrigation system maintenance shall include the overall supervision of the system, controller scheduling, routine adjustments, and necessary repairs.
2. Failure of the system to provide full and proper coverage shall not relieve the Contractor of providing adequate coverage.

B. Controller Scheduling

1. A qualified person shall be completely responsible for operating the irrigation systems, with the duties of adjusting controllers, observing the effectiveness of the irrigation system, and making minor adjustments to the system.
2. The irrigation programs shall be adjusted to conform to plant requirements, soil and slope conditions, weather, and change of season, within the limitations of the system.
3. Water shall not be applied at a rate higher than the infiltration rate of the soil.
4. A soil sampling probe and/or tension meter shall be used regularly to evaluate actual soil moisture levels and irrigation schedule.
5. Automatic irrigation controllers shall be rescheduled, as necessary, to avoid water waste and runoff, and shall be turned off during periods of rain.
6. In windy areas the controllers shall be set to operate during periods of low wind velocity.
7. Watering schedules shall be arranged so as not to interfere with the use of the facility.
8. A chart shall be maintained to record current irrigation programs including day, times, and length of watering for each station and program for each controller.

C. System Maintenance

1. The irrigation system shall be maintained for optimum performance. This shall include cleaning and adjusting all sprinkler heads and valves for proper coverage.
2. Inspections of the irrigation system, in operation, shall be made weekly or as needed during summer months, April through October, and biweekly November through March, to detect any malfunctioning of the system.
3. All malfunctioning equipment shall be repaired prior to the next scheduled irrigation.
4. All replacement heads shall be of the same manufacturer, type, and application rates.

Drainage Systems:

- A. Good drainage is essential for healthy and vigorous plant growth, and systems must be routinely checked for blockage which could cause ponding, flooding, and excessive saturation of the soil and plant root zones.
- B. Surface drainage swales shall be kept free of leaves, debris, and sediment accumulations.
- C. Underground drainage systems shall be flushed with water at least twice a year, summer and winter, to avoid plugged pipes.

Disease and Pest Control:

- A. All chemicals MUST be applied under the strict supervision of a licensed and qualified pest control applicator, per the manufacturer's recommended label application procedures, and the laws regulating pesticide application.
- B. Plants and lawns shall be maintained in healthy condition such that they are able to withstand minor disease and insect damage without controls. Routine applications of pesticides are not permitted, as this practice destroys natural predator-prey relationships in the environment.
- C. In general, incidence of serious disease and insect problems shall be minimized by proper fertilization and irrigation practices.
- D. Where unusually high infections or infestations occur, an accurate identification of the disease or insect shall be made and the control product selected with care, prior to application.
- E. Insecticidal soaps shall be utilized whenever possible.
- F. Snails and slugs shall be controlled with recommended baits and sprays.
- G. Rodents such as gophers and moles shall be trapped or controlled with approved baits.

Weed Control:

- A. Use of Herbicides – Herbicides may be used to control and inhibit weed growth, but must be selected with extreme care. Pre-plant, pre-emergent, contact, and trans-located herbicides are available. Some herbicides can cause damage to plant material. Herbicides must be applied in strict accordance with manufacturer's label application procedures.
- B. Tree Wells – Contact herbicides may be used to control the growth of weeds and grasses in tree wells but shall not be used more than once a month. Avoid spray contact with the tree bark. Pre-emergent herbicides may be used. Caution must be exercised to avoid damage to adjacent lawns or ground covers.

C. Shrub and Ground Cover Areas – Shrub and ground cover areas shall be maintained free of weeds and grasses. Herbicides may be used to control weed growth. Careful consideration shall be given to the choice of materials used, since some herbicides do damage to turf grass and some ground covers. Contractor shall use caution in application in areas adjacent to lawns or ground covers.

D. Lawns

1. Weeds infestations shall be discouraged by proper maintenance, including but not limited to proper mowing, proper watering, and proper fertilization.
2. Any and all deficient practices shall be corrected.
3. Before selecting and applying herbicides to lawns, the type of weed shall be carefully identified.
4. Herbicides shall be used as little as possible. Only when necessary shall herbicides be used as a means of swinging the weed-grass competition in favor of the turf grass.

E. Other Weed Control – Weeds shall not be allowed to grow in paved areas such as driveways, curbs, walks, and paths. Weeds can be removed manually or herbicides may be used for control. The use of weed oil, diesel fuel, or other staining or damaging materials is not allowed. Dead weeds shall be removed from all pavements.

Debris Removal:

- A. Litter and trash including but not limited to leaves, rubbish, papers, bottles, cans, and other debris shall be removed from all areas of the site, *including the landscape, streetscape, sidewalk, curb and gutter* on a weekly basis. (Amended 11/4/11)
- B. Graffiti shall be removed as reported, using paint or approved remover. Only paint matching the existing surface shall be used. Graffiti shall be block painted to maintain appearance.
- C. All refuse from the maintenance operation shall be disposed of properly.



CITY COUNCIL STAFF REPORT

Item 6.1

[CLICK HERE
TO RETURN TO
THE AGENDA](#)

July 18, 2016

AGENDA SECTION: New Business

SUBJECT: Consideration of a Resolution Awarding Bid for Professional Auditing Services for the City

PREPARED BY: Rod Pruett, Finance Director

REVIEWED BY
ADMINISTRATOR

REVIEWED BY
ATTORNEY

REVIEWED BY
FINANCE

RECOMMENDATION:

Approve resolution making a bid award and approving an agreement with Price, Paige and Company for professional auditing services.

HISTORY / BACKGROUND:

The City is required to undergo an annual financial audit using an independent, external audit firm to reaffirm the adequacy and accuracy of their financial statements. The City previously approved an agreement with Price, Paige and Company in 2010 to provide these services. The audit for the year ending June 30, 2015 was recently completed by Price, Paige and Company and met the filing deadline mandated by the State Controller's Office. Council gave direction to issue a Request for Proposal (RFP) for Professional Auditing Services in April 2016 for the purpose of considering a rotation of audit firms.

A Request for Proposal document was prepared and issued on April 19, 2016 and the deadline for submitting sealed proposals was May 19, 2016. We received a total of eight (8) proposals. The proposals were evaluated on the following criteria: fee schedule; firms' qualifications; contract execution plan; training, on-going support and technical assistance; and overall quality of the proposal.

Three City staff, consisting of two (2) from Finance and one (1) from Administration, evaluated each firm's proposal based on the criteria listed above. All three evaluations scored Price Paige and Company the highest. Based on those evaluations, staff is recommending that the firm of Price, Paige and Company should be retained to audit the City's financial statements for a 3-year term with an option to extend for 2 additional years.

Price Paige and Company offered a competitive fee schedule while also scoring high marks for Firm's Qualifications. One item all the proposals addressed was the ability to retain and maintain a continuity of audit staff. Some proposals stated they would not switch audit staff without our knowledge. This concept leads to efficient and effective audits resulting in both audit staff and City staff having a good working knowledge of each other and the City. This working relationship and knowledge of the City has already been established with Price Paige and Company and allows the City receive valuable assistance and advise. Through prior history with Price Paige and Company and information provided in the proposal, we know they offer free training, on-going support and technical assistance. They were also one (1) of only two (2) firms that responded that were located in the Central Valley and have experience auditing cities similar to Chowchilla. Staff believes Price Paige and Company brings the best value for the services that are to be provided and we were always pleased with the services previously provided.

FINANCIAL IMPACT:

For FY 14/15 the City paid a total of \$52,715 for audit services. The proposal from Price Paige and Company is as follows:

FY 15/16- \$47,950

FY 16/17- \$47,950

FY 17/18- \$49,386

FY 18/19- \$49,436

FY 19/20- \$50,922

All 5 fiscal years proposed are a reduction in fees the City previously paid in FY 14/15.

SUPPLEMENTS ATTACHED:

Resolution

Request for Proposal

Price Paige and Company Proposal

COUNCIL RESOLUTION # -16

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHOWCHILLA, CALIFORNIA, MAKING
A BID AWARD AND APPROVING AN AGREEMENT WITH PRICE, PAIGE & COMPANY FOR
PROFESSIONAL AUDIT AERVICES**

WHEREAS, The City of Chowchilla is required to obtain an annual audit of its financial records provided by an external accounting firm; and

WHEREAS, The City of Chowchilla previously had a contract with Price Paige and Company for professional audit services through Fiscal Year Ending June 30, 2015; and

WHEREAS, staff has evaluated the proposals received from various independent accounting firms in response to a Request for Proposal document issued by the city; and

WHEREAS, The Chowchilla City Council now wishes to award the bid for professional audit services to Price, Paige & Company as the most responsive, responsible and cost effective bidder.

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

1. The above recitals are true and correct.
2. The bid award for professional audit services is made to Price, Paige and Company.
3. The proposed agreement between the City and Price, Paige & Company is approved.
4. The Acting City Administrator is authorized to execute the agreement and any related documents required to initiate the services called for in the agreement.
5. This resolution is effective immediately upon adoption.

PASSED AND ADOPTED by the City Council of the City of Chowchilla at a Special Meeting held on the 18th day of July, 2016 by the following vote to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

Mayor Waseem Ahmed

ATTEST:

Joann McClendon, CMC
City Clerk

CITY OF CHOWCHILLA CALIFORNIA



REQUEST FOR QUALIFICATIONS

Professional Auditing Services

DATE ISSUED: April 19, 2016

PROPOSALS DUE: May 19, 2016

SUBMIT TO: Office of the City Administrator
Attention: Rod Pruett, Finance Director
City of Chowchilla
130 S. Second Street
Chowchilla, CA 93610

REFER QUESTIONS TO: Rod Pruett
Finance Director

REQUEST FOR PROPOSAL

Professional Auditing Services

1. GENERAL INFORMATION TO VENDORS

1.1 Scope of Services

The City of Chowchilla is soliciting proposals for financial auditing services. One qualified independent accounting firm shall be selected by the City to audit its financial statements for three (3) consecutive fiscal years beginning with the fiscal year ending June 30, 2016 with an option to extend up to an additional two (2) years and to provide consulting assistance when needed. The fiscal year 2015-2016 audit shall include an examination of all funds and account groups of the City and Special Districts. Such an examination shall be performed in accordance with auditing standards generally accepted in the United States of America, the standards set forth for financial audits contained in Government Auditing Standards (1994) issued by the Comptroller General of the United States, and the U.S. Office of Management and Budget (OMB) Circular A-133 Audits of State and Local Governments and Non-Profit Organizations.

It is the Vendors responsibility to understand and comply with any addenda to this solicitation. Prospective bidders may contact Rod Pruett, Finance Director at (559) 665-8615 extension 700 or at RPruett@CityOfChowchilla.org to determine whether addenda have been issued.

1.2 Contact

If you have any questions concerning this Request For Proposals (“RFP”), please contact Rod Pruett at the above number and/or e-mail address.

1.3 Proposal Deadline

Proposals are due on Thursday, May 19, 2016. All proposals shall be delivered to **Chowchilla City Hall 130 South Second Street, Chowchilla, California 93610 Attn: City Clerk before 4:00 p.m.** on that date.

Vendors shall deliver one unbound original proposal with ink signature and three bound copies before the due date and hour. The City prefers but does not require proposals to be printed on recycled paper and bound in an easily recyclable format. The City shall not be liable for any expenses incurred by participants responding to this solicitation.

1.4 Award of Contract

Award shall be made to the responsive and responsible vendor whose proposal is most economical for the purpose intended according to criteria designated in this solicitation.

The City reserves the right to negotiate any terms and conditions in the RFP responses received, to reject any or all responses received, and to waive any informality or minor defects in responses received.

1.5 Organization of this RFP Document

The Request For Proposals (RFP) is organized in these sections:

Section 1- General Information to Vendors: Contains summary of service, contact information, proposal due date, and general background information.

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Section 2- Specifications: Provides details regarding the contract requirements.

Section 3- Process Instructions: Contains the tentative RFP schedule, explains how the proposals shall be evaluated, and presents administrative information on the conduct of the RFP process.

Section 4- Terms and Conditions: Details the City's standard contract terms and conditions.

Section 5- Acknowledgement of Receipt Form: Informs City of intent to submit proposal.

Section 6- RFP Cover Page: Provides basic Vendor information and also contains an authorized signature acceptance to City's terms and conditions as stated in this solicitation.

Section 7- RFP Questionnaire: Presents questions for Vendor response.

Section 8- Fee Schedule: Provides format for submitting pricing. Fee Schedules shall include all costs incidental to performing financial auditing services according to this solicitation.

1.6 Background

The City of Chowchilla is a General Law city operating under the Council/Administrator form of government. The City Administrator and Police Chief are appointed by City Council. The City Attorney services are provided under contract with a private firm. The City has a population of approximately 12,000 with an annexed population from two state prisons adding an additional 6,500 population for per capita revenue allocation purposes. The General Fund operating budget is approximately \$6.8 million. The City's fiscal year end is June 30.

The City of Chowchilla is a full service city. The City operates a police department, fire department, and provides water, sewer, and refuse services. The City Council functions as the Board Members of the Successor Agency to the Redevelopment Agency. The City is a member of the Central San Joaquin Risk Management Authority from which the city obtains general liability, employer liability and workman's compensation insurance. The City purchases medical, dental and vision insurance.

The City has approximately 65 full-time employees and 35 part-time staff members. The Finance Department has 6 employees handling the Administrative, Billing/Collection, Accounting, Disbursements and Purchasing functions. The City's Finance Director, who is a CPA, has been with the City since September 2014. The City has used Caselle Software for its core financial system since 2005; however several modules have not been fully implemented.

The intent in soliciting proposals is to obtain cost savings and to allow for a competitive process while maintaining a high quality of audit services. The City has been contracting with an accounting firm for professional audit services since 2009 and rotation of these services is good practice and allows for a fresh set of eyes to examine the City's records and internal controls. . The City anticipates having its books fully closed no later than December 31, 2016 and requires that the Single Audit, if applicable, must be submitted before the federal clearing house deadline.

The City's previous financial statements are available on the City's website at www.CityOfChowchilla.org. Please refer to the most recent annual CAFR for more detailed information about the City's finances, current grant projects, and fund structure.

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SECTION 2: SPECIFICATIONS

2.1 Scope of Work

Vendor shall conduct the independent audits of the City's financial transactions and express an opinion on the fairness of the presentation of the City's financial statements. Vendor shall provide recommendations, revisions and suggestions for improvement to the City Administrator.

Vendor shall audit and issue reports regarding the:

- **CAFR and related financial statements for the City**
- **State Controller's Office Report- Cities Financial Transactions**
- **City compliance with the Single Audit Act; and**

Vendor shall format and print the CAFR. The City typically requires 10 copies of the CAFR; quantity may be increased or decreased depending on actual need.

Vendor shall meet with the City Administrator and Finance Director annually and provide Management Letters of recommendations for the City Audit if needed. Management Letters shall describe suggested improvements in internal control, accounting procedures and other significant observations that are considered to be reportable or non-reportable conditions.

Vendor shall be consulted occasionally throughout the year as an information resource for:

- **CAFR preparation,**
- **GASB pronouncements,**
- **New developments, trends, and changing requirements pertinent to finance and accounting,**
- **Interpretations of rules and regulations, and**
- **Impact of tax and bonding obligations.**

As requested by the City, the Vendor shall be available to present the audit plan prior to beginning field work and to present all final reports to City management and the City Council/Agency Board.

Additional on-going annual auditing services needed because of regulation changes or future voter approved measures shall be quoted separately and added to the contract as amendments.

2.2 Responsibilities of Vendor

During audits, Vendor shall promptly report to the Finance Director any conditions, transactions, situations, or circumstances encountered which would impede or impair the proper conduct of the audit, or which would seem to warrant a special investigation or report in more detail than that which is necessary to perform the standard audit. Vendor shall take all steps necessary to safeguard any data, files,

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reports or information from loss, destruction, or erasure. Any costs or expenses of replacing, or damages resulting from the loss of such data, shall be borne by the auditor.

Vendor shall maintain adequate staff to perform as required by the agreement resulting from this solicitation.

2.3 Responsibilities of City

The preparation of the financial statements, including management's discussion and analysis, notes, all required supplementary information and statistical data, shall be the responsibility of the City.

During on-site visits, City Finance Department staff shall be available during normal business hours to assist in locating documents. One City computer shall be available in order to allow access to the City's financial system. Workspace shall include a table and chairs with nearby access to a copier and fax.

2.4 Auditing Standards

Financial auditing shall be performed in accordance with:

1. Generally accepted auditing standards as set forth by the American Institute of Certified Public Accountants;
2. The standards applicable to financial audits contained in *Government Auditing Standards* (current edition), issued by the Comptroller General of the United States;
3. The provisions of the Single Audit Act (current version);
4. The provisions of the U.S. Office of Management and Budget (OMB) Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*; and
5. When applicable, provisions of the American Recovery and Reinvestment Act.

These standards insure that the audit shall be planned and performed to obtain reasonable assurance about whether the general-purpose financial statements are free of material misstatement. The audit shall include examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. The audit shall also include assessing the accounting principles used and the significant estimates made by management, as well as evaluating the overall financial statement presentation.

2.5 Auditing schedule

City shall typically close the prior fiscal year books by October 15th. Audit planning, documentation of systems of internal control and compliance and transaction testing should be completed during interim stage. It is understood that the actual audit schedule would be negotiated annually to adjust for mutual staff availability. An exit interview shall be conducted at the end of the final on-site audit. Auditing reports and Management Letter(s), as explained in section 2.1 of this solicitation, shall be provided to the City no later than three weeks following the exit interview.

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2.6 Records Retention

All working papers and reports shall be retained, at the Vendor's expense, for a minimum of four years (or the retention timeframe established by the professional standards, whichever is longer), unless the firm is notified in writing by the City of Chowchilla of the need to extend the retention period.

2.6 Records Access

Working papers and reports shall be made available upon request of the City, any federal or state agency, and other individuals designated by the City. Vendor shall also respond to the reasonable inquiries of successor auditors and allow successor auditors to review working papers.

SECTION 3: PROCESS INSTRUCTIONS

3.1 RFP Schedule

The Buyer shall make every effort to adhere to the following schedule:

Action	DATE
1. Issue RFP	4/19/2016
2. Deadline for question submittal	5/9/2016
3. Proposal due date	5/19/2016
4. Oral interviews (conducted at City's discretion)	6/1/2016-6/3/2016
5. Contract awarded by City Council	6/28/2016

3.2 Format and Content

Independent audit firms are invited to respond to this solicitation. Responses shall be in the form of a proposal that defines the financial auditing services which the firm proposes to offer to the City of Chowchilla. A large part of the proposal should be devoted to answering the questions in the order posed in the RFP Questionnaire, Section 7.

Vendors shall deliver one original of the complete proposal and three copies before 4:00 p.m. on Thursday, May 19, 2016.

Proposals should be organized as follows:

1. **RFP Cover Page, Section 6:** Shall contain Vendor's contact information; firm name, address, phone number, fax number, primary contact name and title, and primary contact's email address. Shall also contain authorized signature acceptance to City's terms and conditions as stated in this solicitation.

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2. **Vendor Response to RFP Questionnaire, Section 7:** Responses should be numbered to match questionnaire and shall be complete and unequivocal in nature. The total RFP Questionnaire response should not exceed 15 pages.
3. **Optional Appendices or Exhibits:** Vendor may include sample reports, peer review reports or other exhibits that shall assist the City in favorably evaluating the firm. Do not include promotional materials and please limit this section to a reasonable length.
4. **Fee Schedule, Section 8:** Provide all costs incidental to performing financial auditing services in section 8; do not include pricing information in the Vendor Response to RFP Questionnaire. Proposed fees shall be presented as not-to-exceed costs for each of the initial three contract years and shall include all professional fees and expenses.

The City shall not be liable for any expenses incurred by participants responding to this solicitation; such costs shall not be included in the proposal.

3.4 Acceptance of Specifications and Terms

Submission of a proposal indicates acceptance by the firm of the conditions contained in this Request For Proposals, unless clearly and specifically noted in the proposal submitted.

3.5 RFP Addenda

The City may determine that it is necessary or advisable to revise any part of this solicitation. If revisions are made, it shall be provided in the form of a written addendum to all firms who submitted the Acknowledgement of Receipt Form, Section 5, showing intent to submit a proposal.

It is the Vendor's responsibility to understand and comply with any addenda. Vendors may contact Rod Pruett, Finance director by calling 559-665-8615 ext. 700 or by e-mail at rpruett@cityofchowchilla.org

3.6 Collusive or Sham Proposals

No person, firm, or corporation shall make or file or be interested in more than one proposal for the same work, except so far as alternate proposals may be called for. Nor shall any person, firm, or corporation submit a collusive or sham proposal, per se, directly or indirectly, to induce any other firm to submit such a proposal, or to refrain from responding, or seek in any way to fix the price, or any portion of the proposed price, in order to secure an advantage against the owner or any person interested in a proposed contract. However, a person, firm, or corporation submitting a sub-proposal to a vendor or quoting prices on materials for a vendor, is not hereby disqualified from submitting sub-proposals or quoting prices to other vendors.

3.7 Subcontracting

Should any firm submitting a proposal consider subcontracting portions of the engagement, that fact shall be clearly identified in the proposal along with the name of the proposed subcontracting firm(s).

3.8 Basic Qualification of Vendor and CPA Employees/Associates

- Vendor shall be independent, licensed to practice as CPAs in California and in good standing with the California State Board of Accountancy and with the AICPA Peer Review Committee;

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- Vendor shall have no conflict of interest with regard to any other work performed by the firm for the City;
- Vendor shall have a minimum of five years of experience with comparable government engagements; and
- Vendor shall have enough qualified staff to perform as required by the agreement resulting from this solicitation.

3.9 Selection Procedure

The selection of the successful Vendor shall be based on the firm's qualifications as presented in its proposal, the overall price, the experience and success of the firm in completing similar projects, and the firm's ability to provide the services as requested.

RFP responses shall be reviewed, evaluated, and ranked by an evaluation committee composed of City staff. The evaluation committee shall open and review the proposals in confidence. All information and proposals shall be available to the public after contract award. The proposals shall be evaluated and ranked in accordance with the evaluation criteria described below:

<u>Criteria</u>	<u>Weight</u>
1. Fee Schedule	30%
2. Firm's Qualifications	30%
3. Contract Execution Plan	20%
4. Training, On-going support, and Technical Assistance	10%
4. Overall Quality of Proposal	10%

Discussions **may** be conducted with the most qualified Vendors for the purpose of clarification to assure full understanding of, and conformance to, the solicitation requirements. Revisions **may** be permitted after submissions, and prior to award, for the purpose of obtaining best and final offers. The evaluation committee shall rank the semi-finalists and shall be responsible for negotiating a firm contract price with the highest ranked respondent. If no agreement can be reached, negotiations may begin with the next ranked respondent.

3.10 Proposal Evaluation Criteria Definitions

1. Fee Schedule (30%), Section 8

The total cost of the contract shall affect 30% of the overall evaluation. Proposed fees shall be presented as not-to-exceed costs for each of the initial three contract years and shall include all professional fees and expenses. Informal advice and consultation not requiring significant research or a formal report shall be included in the all-inclusive fixed fees.

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The fee schedule shall also contain pricing for additional professional services if requested by the City. Additional on-going annual auditing services needed due to regulation changes or future voter approved measures shall be quoted separately and added to the contract as amendments.

2. Firm's Qualifications (30%), RFP Questionnaire, Section 7, Questions 1 – 9

Proposals shall be evaluated for the Vendor's experience in governmental auditing of similar cities (size and complexity), including qualifications of assigned personnel.

3. Contract Execution Plan (20%), RFP Questionnaire, Section 7, Questions 10 – 14

Proposals shall be evaluated for a clearly defined audit engagement plan, personnel availability, and appropriateness of assigned personnel.

4. Training, On-going support, and Technical Assistance (10%), RFP Questionnaire, Section 7, Questions 15 – 19

Proposals shall be evaluated for the vendor's ability and willingness to provide training, on-going support and technical assistance throughout the year.

5. Overall Quality of Proposal (10%)

Proposals shall be evaluated for its professionalism and thoroughness.

3.11 Oral Presentations

At the discretion of the City, firms submitting proposals may be requested to make oral presentations as part of the evaluation process. Oral Presentations shall be scheduled for a mutually agreed upon date, tentatively to be scheduled between 6/1/2016 and 6/3/2016, and shall be at no cost to the City.

3.12 Contract Implementation

The contract resulting from this solicitation is tentatively scheduled to be signed in July 2016, for work beginning as soon as practical thereafter. Upon award notification and prior to final contract approval, the successful proposer shall be required to submit:

1. A Certificate of Insurance that meets the City's requirements; and
2. A completed W9 form if not already on file with the City

The finalized contract shall include the Specifications as listed in Section 2, the Terms and Conditions as listed in Section 4, the Vendor's response to Section 6 (RFP Cover Page), the Vendor's response to Section 7 (RFP Questionnaire), the Fee Schedule as described in Section 8, and any negotiated modifications agreed to by the parties.

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3.13 Public Record

Proposals received shall become the property of the City. All information, including proposals and any subsequent contracts, shall be subject to public disclosure under the “California Public Records Act,” California Government Code, sections 6250 – 6270, once the City has awarded the contract resulting from this solicitation.

SECTION 4: TERMS AND CONDITIONS

4.1 Insurance

The successful Vendor only shall be required to submit a certificate of insurance before commencement of work.

Vendor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Vendor, his agents, representatives, or employees. Vendor shall maintain limits no less than those shown below and provide certificates naming the city as an additional insured party:

1. General Liability: **\$1,000,000** per occurrence for bodily injury, personal injury and property damage. (Including operations, products and completed operations, as applicable.) If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: **\$1,000,000** per accident for bodily injury and property damage.
3. Workers’ Compensation As required by the State of California.
4. Employers’ Liability: **\$1,000,000** each accident, **\$1,000,000** policy limit bodily injury by disease, **\$1,000,000** each employee bodily injury by disease.
5. Errors & Omissions Liability: **\$1,000,000** per occurrence.

Complete insurance requirements shall be provided upon request and to the successful vendor.

4.2 Indemnification

Vendor agrees to indemnify, defend, and hold harmless the City, its officers, agents and employees, from and against any and all claims, demands, actions, damages, or judgments, including associated costs of investigation and defense arising in any manner from proposer’s negligence, recklessness, or willful misconduct in the performance of this agreement.

4.3 Liquidated Damages

The parties agree that in litigation or arbitration resulting from either party's breach, the amount of loss would be extremely difficult or impractical to prove. Accordingly, the parties wish to make a commercially reasonable estimate of the damages they would incur in the event of a breach by the other party and to establish that estimate as liquidated damages. In the event of a breach by Vendor, the City shall recover as liquidated damages and as the City's exclusive remedy for the seller's breach, the cost of hiring another firm to complete the services left incomplete by Vendor.

4.4 Assignment

The firm shall under no circumstances assign the agreement without the written permission of the City of Chowchilla.

4.5 Subcontractors

Unless specified in the contract resulting from this solicitation, subcontracting shall not be allowed without the prior written consent of the City Administrator.

4.6 Safety

Vendor shall conform to the rules and regulations pertaining to safety established by the California Division of Industrial Safety. Furnished equipment, materials, and services shall comply with all OSHA standards and regulations, and all applicable governmental laws and orders. Vendor shall provide proof of compliance, if requested by the City.

4.7 Government Regulations

Vendor shall comply with all federal, state, and local regulations/ licenses/ permits related to financial auditing services.

4.8 Term of Contract

The term of the contract shall commence upon notification of award and shall include auditing of three consecutive fiscal years beginning with the fiscal year ending June 30, 2016, plus any extensions agreed to by the parties.

4.9 Contract Renewal

After the initial three year term of contract, at the option of the City, this contract may be extended annually under the same contractual terms and conditions subject to satisfactory negotiation of terms, including a price acceptable to both the city and the selected firm.

4.10 Termination of Contract

City shall have the right to terminate this contract at any time upon giving 30 days written notice to vendor. If the City terminates the contract, all finished or unfinished work prepared by firm under this contract may, at the option of the City, become the City's property and firm may be entitled to receive just and equitable compensation for any satisfactory work.

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Termination of the contract pursuant to this paragraph may not relieve the firm of any liability to City for damages sustained by City because of any breach of contract by firm, and City may withhold any payments to firm for the purpose of set-off until such time as the exact amount of damages due City from firm is determined.

4.11 Invoicing

Progress payments shall be allowed on the basis of hours of work completed or out-of-pocket expenses incurred in accordance with the Fee Schedule, Section 8. Progress payments shall be billed for a period of not less than a calendar month.

4.12 Payment

The City issues payment to the Vendor approximately thirty days after receipt of the original invoice; the net payment period and cash discount period shall extend to the date that the invoices are paid. Invoices are processed for payment once every two weeks. It is understood and agreed that no additional charge shall accrue against the City if the City does not make payment within any time specified by the Vendor.

All invoices must contain the proper pricing as specified by the Vendor in the Fee Schedule in Section 8 and with hours by staff member broken out by time spent on each task. In addition, all invoices must include the appropriate purchase order number. Invoices not including the proper purchase order number may experience delayed payment.

The City reserves the right to audit contractor's records when deemed necessary to verify correct pricing. Should the Vendor become delinquent with any fees, assessments or charges due to the City, the City shall reduce any amount owed to the seller by the delinquent amount owed to the City.

4.13 Optional Piggyback Provision

Vendors are requested to indicate on the RFP Cover Page, Section 6, if they are willing to extend the pricing, terms and conditions of their proposal to other government agencies, if the Vendor is awarded the contract. If the successful Vendor agrees to this provision, participating agencies may enter into a contract with the successful Vendor for the purchase of the same services based on the terms, conditions, and prices, offered by the successful Vendor to the City of Chowchilla for this bid. Minor changes in terms and conditions may be negotiated by participating agencies and the successful Vendor. This offer shall be made available to participating agencies for up to six months following the award of this contract by the City of Chowchilla to the successful Vendor.

4.15 Civil Rights Compliance/Equal Opportunity Assurance

Every vendor of materials and services and all firms doing business with the City of Chowchilla shall be in compliance with the applicable provisions of the Americans with Disabilities Act of 1990, and shall be an equal opportunity employer as defined by Title VII of the Civil Rights Act of 1964 and including the California Fair Employment and Housing Act of 1980. As such, firm shall not discriminate against any person on the basis of race, religious creed, color, national origin, ancestry, disability, medical condition, marital status, age, or sex with respect to hiring, application for employment, tenure or terms and conditions of employment. In addition, the City of Chowchilla further prohibits discrimination on the basis of sexual orientation, height, weight and physical characteristics. Vendors agree to abide by all of the foregoing statutes, regulations, ordinances and resolutions.

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SECTION 5: ACKNOWLEDGEMENT OF RECEIPT FORM

1. Acknowledgement of Receipt

This Acknowledgement of Receipt Form shall be signed and delivered to the Finance Director, Rod Pruett, **no later than 4 p.m. on Wednesday, May 4, 2016.** Fax form to (559) 665-2569 or email form to RPrueett@CityOfChowchilla.org. The purpose of this form is to notify the City of firms interested in submitting a proposal and confirming receipt of all necessary information. Firms who elect to return this form with the indicated intention of submitting a proposal shall receive copies of the City's response to questions and RFP addenda, if any are issued.

In acknowledgement of receipt of this Request for Proposals the undersigned agrees that s/he has received a complete copy; beginning with page 1 and ending with page 23. It is the Vendors responsibility to understand and comply with any addenda to this solicitation. Vendors may contact Rod Pruett, Finance Director at 559-665-8615 ext. 700 to determine whether addenda have been issued.

This vendor does does not (**check one**) intend to submit a proposal for Financial Auditing Services.

If not, please provide reason (to assist City in planning future solicitations): _____

Vendor Name: _____

Address: _____

Telephone Number: _____ Fax Number: _____

E-mail address: _____

Signature of Authorized Representative: _____

Printed Name of Authorized Representative: _____

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SECTION 6: RFP COVER PAGE

Vendor Name: _____

Address: _____

Telephone Number: _____ Fax Number: _____

Primary Contact Name & Title: _____

E-mail address: _____

If vendor is awarded contract, shall vendor extend contract terms and pricing to other government agencies?

Yes No

Terms

The undersigned, upon acceptance, agrees to furnish the following in accordance with terms and conditions as per City of Chowchilla "Request for Proposals for Financial Auditing Services" dated April 2016.

Signature of Authorized Representative: _____

Printed Name of Authorized Representative: _____

Date: _____

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SECTION 7: RFP QUESTIONNAIRE

It is the Vendors responsibility to understand and comply with any addenda to this solicitation. Vendors may contact Rod Pruett at 559-665-8615 ext. 700 at RPrueett@CityOfChowchilla.org to determine whether addendums have been issued.

Please answer all of the following questions in the order they are presented below. Any omission may be cause for rejection of proposal. Answers should be complete and in the order presented. A simple “yes” or “no” answer is not adequate.

Firm’s Qualifications

1. Describe firm’s background and qualifications; describe past performance that indicates the ability to perform the services required by this contract. **(No more than 1 ½ pages in length)**
 - a. Include year firm was established, office location(s), number of employees, and annual revenue.
 - b. State whether the firm is local, regional, national, or international.
2. Describe the range of services provided by the firm in the area of municipal finance.
 - a. Approximately what percentage of your business is devoted to municipal clients?
3. Affirm that the firm meets the independence standards of the GFOA Standards for Audit of Governmental Organizations, Programs, Activities, and Functions (current revision).
4. Affirm that the firm has no conflict of interest with regard to any other work performed by the firm for the City.
5. Provide a list of recent (past five years) similar public agencies for which audits have been conducted. At least three of the clients on the list should have engaged your firm for a Single Audit.
6. Provide an organization chart that identifies, by name and title, the key personnel **who shall be assigned to this contract.**
 - a. Provide a summary of key personnel resumes; include relevant experience in governmental audits, formal education, continuing education classes taken, certifications, and professional affiliations.
 - b. Describe key personnel’s experience in conducting a Single Audit.
7. Describe experience with oral presentations.
8. Explain any alleged significant prior or ongoing contract failures, any civil or criminal litigation, or pending investigations which involve the firm.
9. Provide a list of at least three but no more than five references of current municipal clients for whom the firm currently provides the same scope of services. Include the name of the agency, contact person’s name and title, and the contact’s phone number.

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10. Identify any instance in which the firm or one or more of its CPA employee/associates has been the subject of a complaint that was subsequently upheld for actions related to accounting or auditing services.

Contract Execution Plan

11. Provide a summarized work plan, including the following: (note that this should form the basis for the cost detail to be provided in the progress billing invoices)X

- Proposed segmentation of the work to be performed;
- Level of staff and number of hours to be assigned to each proposed segment;
- A typical schedule for each proposed segment; and
- Describe the roles of the audit staff and City staff during each segment.

12. Describe audit philosophy and approach.

- a. How shall the firm gain and document an understanding of the City's internal control structure?
- b. How are samples drawn, how many samples are taken, and when shall sampling shall be used?
- c. Describe approach to be taken in determining laws and regulations that shall be subject to audit test work.

13. Describe availability of key personnel.

- a. Describe the firm's ability to provide continuity of field staff assigned to this contract.
- b. Provide a brief description of your firm's commitment to staff retention and any internal professional development program.

14. Identify any specialists or subcontractors to be used in the performance of this work.

15. Describe any anticipated potential audit problems, the firm's approach to resolving these problems, and any special assistance that shall be requested from the City.

Training, On-going Support, and Technical Assistance

16. Provide information about the level and type of training available to clients.

17. Describe resources available to assist in providing interpretations of standards and policies.

18. Describe any area of expertise (i.e. sales tax, grants, debt).

19. Will the contract include any additional services at no extra cost to the City?

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20. Explain under what circumstances the City would be charged for additional professional services not included in the annual all-inclusive fixed fee. All costs for additional professional services shall appear in the proposed fee schedule, section 8.

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SECTION 8: FEE SCHEDULE

Vendor Name: _____

Proposed fees shall be presented as not-to-exceed costs for each of the initial three contract years and shall include all professional fees and expenses.

Fiscal Year 2016 Audits:

	City Audit Includes CAFR, CAFR Printing, & Management Letter, if needed			State Controller's Office Report			Single Audit Includes Management Letter, if needed		
	Estimated	Hourly	Extended Rate	Estimated	Hourly	Extended Rate	Estimated	Hourly	Extended Rate
Partner									
Manager									
Senior Staff									
Professional Staff									
Administrative Staff									
Expenses									
			City			Redevelopment Subtotal:			

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Fiscal Year 2017 Audits:

	City Audit Includes CAFR, CAFR Printing, , & Management Letter, if needed			State Controller's Office Report			Single Audit Includes Management Letter, if needed		
	Estimated	Hourly	Extended Rate	Estimated	Hourly	Extended Rate			Extended Rate
Partner									
Manager									
Senior Staff									
Professional Staff									
Administrative Staff									
Expenses									
	City				Redevelopment Subtotal:			Single Audit	

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Fiscal Year 2018 Audits:

	City Audit Includes CAFR, CAFR Printing, & Management Letter, if needed			State Controller's Office Report			Single Audit Includes Management Letter, if needed		
	Estimated	Hourly	Extended Rate	Estimated	Hourly	Extended Rate	Estimated	Hourly	Extended Rate
Partner									
Manager									
Senior Staff									
Professional Staff									
Administrative Staff									
Expenses									
	City				Redevelopment Subtotal:			Single Audit	

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Professional Auditing Services

Early Payment Discount:

A _____% discount is offered for payment within _____ days.

(Note: Discount period must be fifteen days, or greater, to be considered.)

Pricing Summary:

	All-inclusive fixed fees			
Audit of fiscal year ending June 30,	City Audit	State Controller's Office Report	Single Audit	Total
2016				
2017				
2018				
Early Payment Discount:				
Three year total:				

Rates for Additional Professional Services

	Hourly Rate
Partner	
Senior Manager	
Manager	

	Hourly Rate
Senior Staff	
Professional Staff	
Administrative Staff	

**PROPOSAL OF
PROFESSIONAL AUDIT SERVICES**

FOR THE

**CITY OF CHOWCHILLA
CALIFORNIA**

**FOR THE YEARS ENDING
JUNE 30, 2016, 2017 AND 2018**

**Submitted
May 17, 2016**

by

Fausto Hinojosa, CPA, CFE

Price Paige & Company
Accountancy Corporation
677 Scott Avenue

Clovis, California 93612

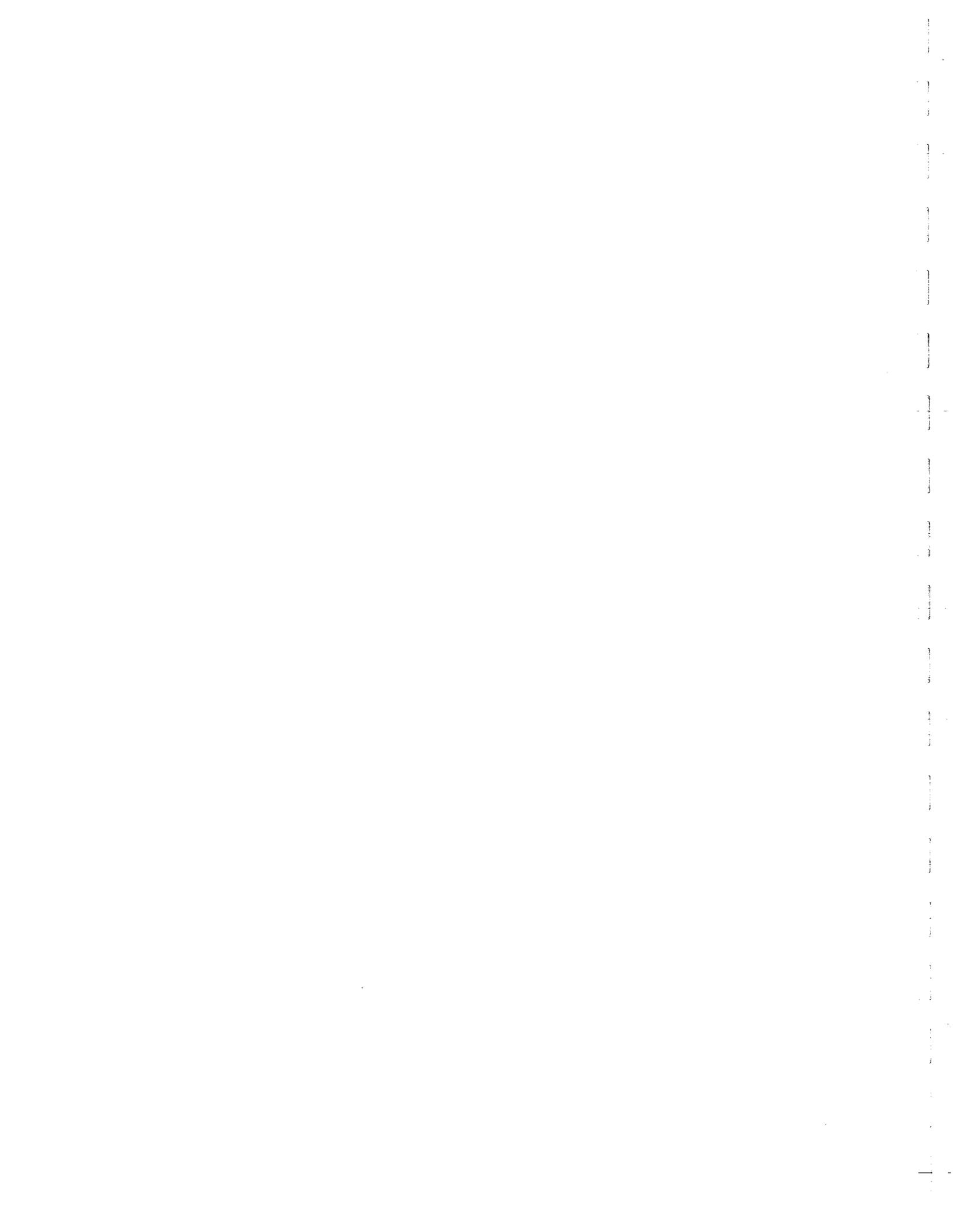
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Email: fausto@ppcpas.com

Website: www.ppcpas.com

License No: 66479

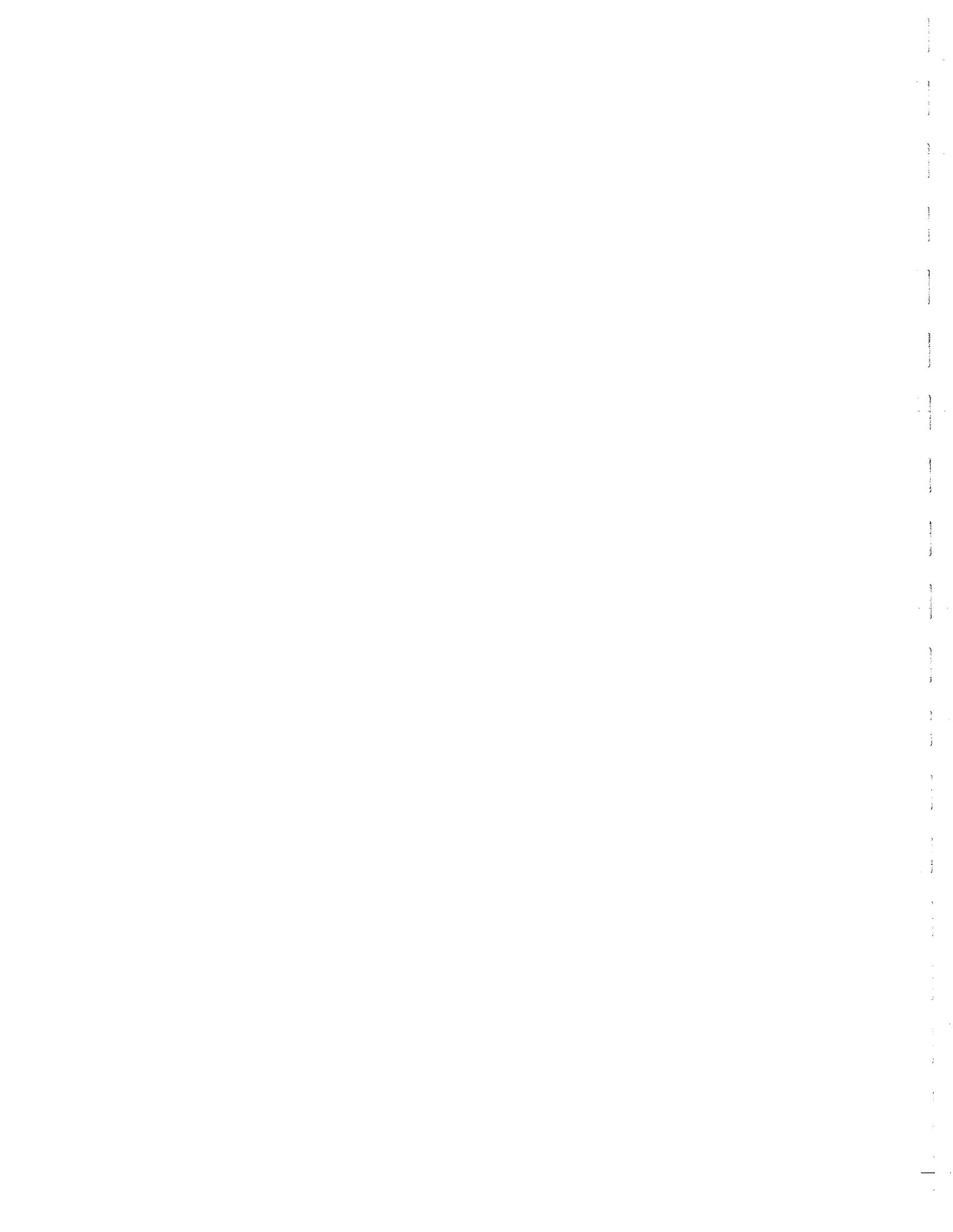


CITY OF CHOWCHILLA

**PROPOSAL OF PROFESSIONAL AUDIT SERVICES
FOR THE YEARS ENDING
JUNE 30, 2016, 2017 AND 2018**

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May 17, 2016

City of Chowchilla
130 South Second Street
Chowchilla, CA 93610

Attn: City Clerk and Auditor Selection Committee:

It is our pleasure to present our proposal to provide auditing services to the City of Chowchilla (the City) for the fiscal years ending June 30, 2016, 2017 and 2018, with an option for auditing two additional years upon mutual agreement. When presented with viable alternatives, it isn't always easy for entities such as the City to identify the accounting firm that can best meet their overall audit and accounting needs. Over the past twenty years we have developed significant expertise in governmental audit and accounting, specifically as it relates to cities. Our knowledge of the government environment and more specifically, city operations, has allowed us to develop more robust audit plans that we believe have improved the quality of our audits.

Our audit professionals are highly qualified and have extensive experience and expertise in municipal auditing and accounting. The firm has been a member of the AICPA Government Audit Quality Center for several years and all of our auditors take a minimum of 80 hours of continuing professional education every two years specifically related to the auditing and accounting services we provide. This commitment to learning yields a direct benefit to the clients we work with. Additionally, our firm has a well-earned reputation for ensuring the audit not only gets done right but just as importantly, on time. We are committed to communicating effectively to ensure that your questions are addressed comprehensively. As demonstrated by our resumes and considerable involvement by the audit partner and managers, we know that our firm has the resources, knowledge and expertise to meet and service the needs of the City. We can assure you that we fully understand the work to be performed and we wish to emphasize our commitment to meeting or exceeding all of your expectations. Additional information about our firm's audit department and services we offer may be found on our website at www.ppcpas.com.

I trust that this proposal will adequately summarize our approach to client service and identify those attributes which set our firm apart from others. We appreciate the opportunity to submit this proposal to serve you and would be pleased to furnish any additional information regarding our firm or answer any other specific questions or concerns you may have. I am the audit principal for our firm and I am authorized to make representations for the firm with regard to this proposal. I may be reached at (559) 299-9540 or via email at fausto@ppcpas.com.

Sincerely,

Fausto Hinojosa, CPA, CFE
Audit Principal
Price Paige & Company

677 Scott Avenue
Clovis, CA 93612

tel 559.299.9540
fax 559.299.2344

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FIRM HISTORY AND QUALIFICATIONS

Established in 1976 and located in Clovis, California, Price Paige & Company consists of three owners (principals), Fausto Hinojosa, Mitchell Buckley, and Robert F. Price, each of whom is a Certified Public Accountant. The principals of the firm have over 80 years of combined experience in public accounting. Our firm is comprised of fourteen CPAs and eight CPA candidates, as well as full and part-time accounting, bookkeeping and clerical staff. Over 50% of Price Paige & Company's practice is in auditing and attest services, primarily in the governmental and not-for-profit sectors. In addition, we provide services to many private companies in accounting, tax, and management consultation.

Price Paige & Company is recognized in the community and by our peers as experts in the areas of governmental and not-for-profit audit and accounting. Our proven commitment to excellence allows us to work with you in the most time and cost-effective manner possible. Our auditors are not seasonal; what we mean by this is that they are not "tax accountants" who perform audits in the "off-season". They are **focused exclusively in providing audit services** and they receive over 80 hours of continuing education every two years, specifically related to improving their audit skills. The experience of our team allows us to conduct very efficient and effective audits.

We currently provide audit or review services to over 30 governmental agencies and approximately 35 not-for-profit organizations annually, many of which are federal single audits. The breadth and scope of single audits we have conducted is significant and we have **experience auditing organizations with an excess of \$100 million dollars of federal funding**.

It is our practice to assign a team of personnel from our firm to your account in order to provide the range of services you have requested. This team is generally kept abreast of any significant developments which arise through our normal association with you. The most important aspect of this approach is to provide continuity to the engagement. We understand that the audit process requires two-way communication and we accept our responsibility to listen and to deliver timely and effective solutions to the audit and accounting problems you encounter.

Mandatory Qualifications

The associates of Price Paige & Company are licensed Certified Public Accountants, certified by the California State Board of Accountancy (License # COR 3442). All team members assigned to the audit are in compliance with the 80-hour continuing education requirements promulgated by *Government Auditing Standards*.

Independence

Our firm is independent with respect to the City of Chowchilla as defined by auditing standards generally accepted in the U.S. Government Accountability Office's *Government Auditing Standards*.

Conflict of Interest

Our firm's established policy is that we do not submit proposals for audit services if there is a known conflict of interest with the potential client. There are no current or potential conflicts of interest with anyone (employees, management, officers or directors) within the City of Chowchilla.

Current Governmental Clients

Governmental clients for whom we have been performing audits include the City of Avenal, City of Corcoran, City of Farmersville, City of Kingsburg, City of Lemoore, City of Los Banos, City of Madera, City of Mendota, City of Ripon, County of Alpine, County of Lassen, Housing Authority of the City of Madera, Madera County Transportation Commission, Merced County Association of Governments. Our firm has also conducted a number of single audits for numerous not-for-profit entities, some of which include Fresno-Madera Area Agency on Aging, Inc., Kings Community Action Organization, Promesa Behavioral Health, San Joaquin College of Law, and Valley Small Business Development Corporation.

Please refer to our references page for detail of several of the above-referenced clients.

External Peer Review

Our record of successful Peer Reviews and our **Engagement Quality Control Review program** serve as evidence of our commitment to meeting the standards of care and performance applicable to our audit practice and demonstrate the extra measures we take to ensure continued successful compliance with our client's expectations about our quality and competence.

Our Quality Control Review also included a review of specific government engagements. For your consideration, a copy of our most recent Peer Review Report is presented as Exhibit A in this proposal. In addition, our firm was recently awarded the AICPA's Certificate of Recognition for demonstrating that we designed and complied with a system of quality control standards established by the AICPA. A copy of the Certificate is attached as Exhibit B.

Proactive Rather than Reactive Approach to Client Service

A primary objective of our client engagements is to make positive contributions to our client's profitable operations, organizational efficiency and productivity. We work hard at **anticipating problems and ensuring there are no surprises**. We are creative and always present alternatives for your evaluation rather than insisting upon the "textbook solution". We use frequent meetings and our management recommendation letters as tools for communication with you.

We strive to maintain a continuous involvement with our clients rather than just an annual one. We ask clients to forward copies of their interim financial statements, we review minutes of meetings throughout the year, and we also schedule meetings with clients outside of the normal "audit cycle" to stay abreast of changes that might impact the audit. We find this enables us to help our clients identify and solve problems on a timely basis and keeps us informed about their operations.

Smart Technologies

We use **sophisticated data analysis software** (IDEA) that allows us to perform **specific fraud detection tests** on large amounts of data, in some cases, testing 100% of the transaction population. Some of the specific tests we perform include duplicate payment tests; matching of employee and vendor addresses to identify potential conflicts; review of purchase orders to identify potential bid splitting. We believe that our creative use of this value-added software tool allows us to perform more effective audits and also gives our clients increased confidence in their financial reporting. **We have successfully implemented this data analysis software and testing at Fresno Unified School District which is the fourth largest school district in the state with a budget in excess of \$800 million dollars.** It is our firm belief that an effective audit of the City of Chowchilla cannot be properly conducted without the use of this or a similar sophisticated data analysis tool.

All of our audit engagements are performed utilizing a paperless and digital approach. Our auditing software allows us to increase our efficiency and provide a streamlined workflow. Documents and files can easily be retrieved and forwarded to our clients without the need for copying.

Client Training

One of the core values of the firm is Peak Performance which to us means that we consistently inspire each other, our clients and our business partners toward professional excellence. Accordingly, we believe it is important to give our clients access to a full range of information to help them stay abreast of current accounting developments and financial reporting issues. As part of our client service program, we will periodically hold client training seminars and summary courses geared towards providing our clients an understanding of relevant issues. **Our audit engagement partner, Fausto Hinojosa, taught a course on fraud prevention and detection in Monterey at the California Society of Municipal Finance Officers annual conference.** Courses that have been offered or that we are planning to offer locally include understanding and mitigating the risks of fraud, reading and understanding governmental financial statements, CAFR preparation, GASB 68, and other new accounting pronouncements that will impact financial reporting. We invite our clients and their boards or councils to attend as a value added service included in our audit engagements.

Auditor Training

All team members assigned to the audit are in compliance with the **80-hour** continuing education requirements promulgated by *Government Auditing Standards*. Additionally all auditors have already or will soon be receiving specific training related to implementing the new provisions of the recent **OMB Uniform Guidance 2 CFR Part 200**.

Additional Services Provided

In addition to financial statement audits we also offer the following services to the government sector: Internal Control Review, Forensic Accounting, Fraud Investigation, Agreed-Upon Procedures, Financial Statement Review, Financial Statement Compilation, preparation of State Controller's Reports, and Consulting Services.

Additional Confirmations of Understanding

We will provide, to the City, management letters providing reasonable counseling and guidelines with respect to more acceptable and effective methods of accounting for the City.

We will retain working papers for seven years following the completion of the audit.

Price Paige & Company is an equal opportunity employer. All employees are treated on their merits, without regard to race, age, sex, marital status or other factor not applicable to their position. Employees are valued according to how well they perform their duties, and their ability and enthusiasm to maintain the Firm's standards of service.

Price Paige & Company maintains comprehensive General Liability Coverage, as well as Errors and Omissions Insurance with a limit of at least \$3,000,000. All required certificates of insurance will be provided to City's officials should our firm be the successful bidder.

Approach to Communication and Expectations of Our Clients

In order to meet and exceed your expectations, we are diligent about maintaining open communication throughout the entire engagement. In our experience, this results in a more effective engagement. Our approach depends on the timely response and assistance of the City personnel. This cooperation will further ensure our work is completed in an efficient and cost-effective manner.

Summary of the Auditors' Qualifications and Experience

We have an outstanding team of professionals who have established themselves as qualified competent individuals. We can assure you that each of our in-charge auditors is experienced in governmental auditing, GASB accounting pronouncements and Single Audit requirements. Following is a brief overview of their experience. Detailed experience for each of these professionals can be found on pages 7 through 10 of this proposal.

	<u>Years of Auditing/Accounting Experience</u>
Principal: Fausto Hinojosa, CPA, CFE	24
Supervisor: Joshua Giosa, CPA	9
Seniors: Elaine Ko, CPA Luis Perez, CPA	16 8

Each of these professionals has been the lead auditor for various municipal, not-for-profit and consulting engagements. They have commendable work ethics and principles, as well as outstanding skills and abilities. Should any of the above members of our audit team become unavailable, we would provide another equally qualified individual from our firm.

In addition to the above-listed professionals, we have other audit staff with several years of governmental audit and accounting experience who may be assigned to your audit.

Continuity of Professional Staff and Succession Planning

Continuity of staff on engagements is as important to us as it is to our clients. Continuity promotes a thorough understanding of your needs and goals, and helps us help you. Our firm maintains the following values and objectives in performing our audits:

- ♦ **Communication** – We stress communication early on with your staff to determine expectations, time, and extent and availability of assistance. We provide a written listing of information needed, including due dates.
- ♦ **Experience** – Members of our engagement team are experienced auditors, very familiar with the operational, administrative, and accounting and compliance issues related to the governmental sector and the federal single audit in particular.
- ♦ **Quality** – The firm maintains a rigorous quality control review process that includes not only a detailed review by a quality control manager and engagement partner but also an Engagement Quality Control Review (EQCR) as defined by AICPA standards.
- ♦ **Audit Approach** – Our audit approach emphasizes effective up-front planning to identify issues for timely resolution.

RESUME

FAUSTO HINOJOSA

Certified Public Accountant
Certified Fraud Examiner
California License # 66479

Fausto is the Partner in charge of all audit and forensic consulting engagements for Price Paige & Company. His practice is limited to governmental and not-for-profit audit and accounting, fraud investigation and consulting, and litigation support services. Fausto serves as the Managing Partner for the Firm and is responsible for providing strategic leadership. He has worked professionally in the accounting field since graduating from California State University, Fresno in 1990. He became a Certified Public Accountant in 1994 and a shareholder with Price Paige & Company in 1997. He is a Certified Fraud Examiner and has investigated numerous allegations of fraud and has been designated a fraud expert in various legal proceedings.

After more than twenty-four years in the profession, Fausto has developed significant expertise specifically in the areas of audit risk assessment, governmental and not-for-profit auditing, fraud detection and prevention, federal/state grant compliance, and internal controls.

Fausto is the former Chair of the local Government Accounting and Auditing Committee for the California Society of CPA's and currently serves on the state committee. In addition, Fausto is a **reviewer for the Government Finance Officers Association "Certificate of Achievement for Excellence in Financial Reporting" program**. As the former Chair for the State Board of Accountancy Qualifications Committee, Fausto conducted audit workpaper reviews of CPA candidates in order to make licensure recommendations to the Board.

Fausto is a **former Adjunct Professor at Fresno Pacific University** where he taught an upper division auditing course. He is a frequent lecturer to the California Society of CPA's and other professional organizations, business and civic groups on governmental and not-for-profit accounting and auditing, preventative fraud measures, and the unique audit requirements for federal award programs under the Single Audit Act.

Professional Organizations and Community Involvement

State Board of Accountancy Qualifications Committee – Past Chair
Fresno Chapter of California Society of CPA's – Past President
Association of Certified Fraud Examiners – Member
American Institute of Certified Public Accountants – Member
Government Accounting and Auditing Committee of the Fresno Chapter – Past Chair
State Government Accounting and Auditing Committee of the California Society of CPA's – Member
Government Finance Officers Association – CAFR Reviewer
Fresno Regional Foundation – Past Audit Committee Chair

Continuing Education

Continuing professional education courses and seminars recently attended include: *GASB's New Defined Benefit Pension Standards-An Overview; The New Pension Accounting & It's Impact on Pension Funding; AICPA Guides for State & Local Governments, Non-Profit, YB/Circular A-133 Audits; Testing & Documenting IC Over Compliance in a Single Audit: Getting it Right; Governmental & Non-Profit Fraud; Governmental Pension Plans & Internal Control Guidelines for Governmental Entities; The OMB Cost Principles and Their Relevance to Your Single Audits; Governmental Audit Quality Center - Annual Webcast Update; Overview of the A-133 Audit; and GASB Standards and Application.*

RESUME

JOSHUA GIOSA

Certified Public Accountant
California License # 119801

Present Position

Supervisor

Education and Experience

Joshua began his accounting career at Price Paige & Company in January 2007 after graduating from California State University, Fresno. In June 2005, he received a Bachelor of Science in Business Administration with an option in Accountancy and became a Certified Public Accountant in 2013.

Joshua serves as the audit manager for most of the firm's municipalities and has performed and overseen substantial grant compliance work on both federal and state programs. Although his government auditing background dates back to 2007, since 2011 he has worked almost exclusively planning, performing, reviewing and compiling financial statements for municipalities. He has conducted several Single Audits and has prepared numerous municipality State Controller reports. Joshua has extensive knowledge in the implementation of GASB 68. He recently conducted a GASB 68 training course for firm personnel and has also trained and assisted numerous finance directors on GASB 68 implementation and financial statement presentation. His background also includes significant experience auditing not-for-profit entities and 401(k) pension plans. He has expertise in the use of IDEA data analysis software and has used this software to conduct fraud detection procedures as a part of the many municipal audits he supervises.

Community and Affiliations

Joshua is a member of the American Institute of Certified Public Accountants, the California Society of CPAs and the Government Finance Officers Association. He is currently serving on the Board of Directors as the Treasurer for Big Brothers Big Sisters of Central California, North Fresno Rotary Endowment, and Bullard Youth Softball League. He was formerly on the Board of Directors as the Treasurer for Fresno's Rotary Storyland/Playland. Joshua is also an active member of the North Fresno Rotary Club.

Continuing Education

Joshua is in compliance with the continuing education requirements of the AICPA and Government Auditing Standards. Recently attended courses include: *Avoiding Problems in Conducting Single Audits; Financial Statement, Tax and Government Fraud; Interpreting the Yellow Book; Intermediate Governmental Accounting; The GASB's Pension Standards Parts II: Considerations for Agent Plans and Participating Employers; Putting to Rest Governmental "Urban Legends"; and the Continued Complexities of Auditing Governmental Pension Plans and Participating Employees.*

RESUME

ELAINE KO

Certified Public Accountant
Certified Fraud Examiner
California License # 87146

Present Position

Senior

Education and Experience

Elaine began her accounting career after receiving a Bachelor of Science in Business Administration and graduating Magna Cum Laude in May 2000 from California State University, Fresno. She became a Certified Public Accountant in 2003 and joined the firm of Price Paige & Company in 2004. Elaine became a Certified Fraud Examiner in July 2009.

Elaine has worked **exclusively** in the audit arena for the past fifteen years. She has planned, performed and supervised numerous engagements, and prepared audit programs for both large and small governmental, nonprofit, and commercial enterprises. Elaine has served as the in-charge auditor and manager for several large complex governmental entities as well as numerous other sophisticated governmental organizations. She served as the firm's audit manager for the County of Fresno for six years. Her experience includes review and analysis of complex federal and state grants, auditing through computer-based financial systems, and auditing cost allocation systems. Elaine has consulted extensively with clients on the implementation requirements of new GASB pronouncements. She has significant expertise in the use of IDEA data analysis software and has conducted a training course focusing on the use of IDEA for fraud detection purposes. Elaine's federal compliance auditing experience is significant, including audits of numerous multi-million dollar programs.

Community and Affiliations

Elaine is a member of the American Institute of Certified Public Accountants, the California Society of CPAs, the Government Finance Officers Association, and the Association of Certified Fraud Examiners.

Continuing Education

Continuing professional education courses and seminars recently attended include: *Advanced Governmental Accounting; Generally Accepted Auditing Standards–Risk Assessment Standards; Governmental Accounting Training Continuation; Diagnosing and Treating Disbursement Fraud Schemes; Accounting for Capital Assets in the Field of Governmental Accounting; GASB Pronouncements: A Comprehensive Survey; Building a Persuasive Audit Report in Compliance with Yellow Book; Fighting Fraud in the Government; A & A Issues Facing CPAs; and AICPA's New Guidance Sampling in a Single Audit Environment.*

RESUME

LUIS PEREZ

Certified Public Accountant
California License # 123419

Present Position

Senior

Education and Experience

Luis began his accounting career in 2006 after receiving a Bachelor of Science in Business Administration with an emphasis in Accounting from California State University, Fresno in 2006.

Prior to joining Price Paige & Company, Luis served as an Accounting Director and Fiscal Manager for two local not-for-profit organizations in Fresno. His duties included cash management, monthly financial closings, financial reporting, account reconciliation and analysis. In addition, he prepared forecasts and projections on annual budgets and cash flows; he was also entrusted with the supervision of fiscal management.

Luis has overseen the examination of financial records and has compiled financial statements in accordance with GAAP. Since joining our audit team he has been the in-charge auditor for various audit projects for governmental, not-for-profit, and commercial organizations which are performed in accordance with GAAP and the Office of Management and Budget (OMB) Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*. **For the past two years, Luis has served as the In-Charge Auditor for the County of Alpine and the County of Lassen.**

Community and Affiliations

Luis is a member of the American Institute of Certified Public Accountants and the California Society of CPAs.

Continuing Education

Luis is maintaining continuing professional education requirements to meet current standards of the Government Accountability Office of the United States of America. Continuing professional education courses and seminars recently attended include: *Internal Control: Your #1 Defense Against Errors & Fraud*; *Nonprofit Accounting: Exchange Transactions, Contributions & Agency Transactions*; *The Yellow Book Interpreted* and *SMART Practice Aid, SMART Practice Aid Single Audit, and SMART Firm Library (notes disclosure)*.

REFERENCES

After evaluating our relevant experience, we are certain you will agree that Price Paige and Company is qualified to serve you. We have been successfully performing audit engagements since 1976. Since then, we have continued to build on our reputation as a well-respected firm throughout the State of California, with the qualifications and experience necessary to provide unequaled performance. Following is a list of some of our current audit clients and our primary contact for each:

Reference Name: City of Los Banos
Contact: Sonya Williams, Finance Director
Address: 520 J Street, Los Banos, CA 93635
Phone: (209) 827-7000
Service Provided: CAFR Audit (OMB A-133)
Dates: June 30, 2014 through present

Reference Name: City of Madera
Contact: Tim Przybyla, CPA, Director of Financial Services
Address: 205 West 4th Street, Madera, CA 93637
Phone: (559) 661-5454
Service Provided: Financial Statement Audit (OMB A-133)
Dates: June 30, 2013 through present

Reference Name: City of Lemoore
Contact: John Herrera, CPA, Interim Finance Director
Address: 118 Fox Street, Lemoore, CA 93245
Phone: (559) 924-6707
Service Provided: CAFR Audit (OMB A-133)
Dates: June 30, 2013 through present

Reference Name: City of Kingsburg
Contact: Maggie Moreno, Finance Director
Address: 1401 Draper Street, Kingsburg, CA 93631
Phone: (559) 897-5821
Service Provided: Financial Statement Audit (OMB A-133)
Dates: June 30, 2012 through present

Reference Name: City of Corcoran
Contact: Soledad Ruiz-Nunez, Finance Director
Address: 832 Whitley, Corcoran, CA 93212
Phone: (559) 992-2151
Service Provided: Financial Statement Audit (OMB A-133)
Dates: June 30, 2007 through present

SCOPE OF SERVICES

As our experience indicates, we clearly understand the scope of services to be provided. You can be assured that we will design a specific service approach to ensure compliance with all applicable standards and ensure that the City receives high quality, efficient and effective service.

Standards to be Followed

The financial and compliance audits will be performed in accordance with the following auditing standards:

- ♦ Generally Accepted Auditing Standards (AICPA)
- ♦ *Government Auditing Standards* (U.S. Comptroller General)
- ♦ Provisions of the Single Audit Act Amendments of 1996 (Single Audit)
- ♦ OMB Uniform Guidance Title 2 U.S. Code of Federal Regulations Part 200
- ♦ All other applicable federal, state and local laws and regulations

Services to be Performed

All services will be performed in accordance with the City's required timelines.

1. We will perform an audit of all of the funds of the City of Chowchilla and issue a report on the fair presentation of the City's annual financial statements in conformity with accounting principles generally accepted in the United States of America.
2. We will issue Single Audit reports on compliance with requirements that could have a direct and material effect on each major program and internal control over compliance in accordance with Title 2 U.S. Code of Federal Regulations Part 200 OMB Uniform Guidance. We will also provide an "in-relation-to" opinion on the Schedule of Expenditures of Federal Awards.
3. We will prepare and file the Annual Financial Transactions Report and Streets Report for the City under the requirements of the California State Controller by the required deadlines.
4. Management Letters. We may provide management letters and assistance of a Manager/Supervisor to explain our findings, observations, opinions, comments and/or recommendations with regard to systems of internal control, accounting systems, compliance with laws, rules and regulations, or any other matters that may come to our attention.
5. We will prepare a written letter of communication to the audit committee which will include, 1) auditor's responsibility under generally accepted auditing standards, 2) significant accounting policies, 3) management judgments and accounting estimates, 4) significant audit adjustments, 5) disagreements with management, 6) management consultation with other accountants, and 7) difficulties encountered in performing the audit.

AUDIT APPROACH

Planning and Interim Fieldwork

Our preliminary audit procedures will consist of the following:

- ◆ Provide a list of all audit schedules to be prepared by the City.
- ◆ Provide a detailed audit plan for the City and related audits.
- ◆ Internal Controls:
 - Read the City's policy and procedure manuals to obtain an understanding of internal control systems for all significant transaction classes, account balances, financial close processes and the financial statement preparation process. Perform necessary follow-up inquiries to obtain a specific understanding of control procedures in place.
 - Perform walk-throughs of key internal controls to evaluate whether they are properly designed and have been placed in operation. Walk-through procedures include inquiries, inspection of documents, re-performance and observation.
 - Systems typically tested include payroll; disbursements/accounts payable; governmental revenues/receipts; utility revenues/receipts; grant accounting and compliance; capital asset additions/dispositions and depreciation; long-term debt; equity; general ledger closing process.
- ◆ Perform a computer control evaluation.
- ◆ Perform preliminary analytical review of account balances.
- ◆ Use sophisticated data analysis software (IDEA) to efficiently identify anomalies and unusual transactions for further review.
- ◆ Read minutes, contracts, grant agreements and investment policies to identify significant compliance requirements.
- ◆ Prepare risk-based tailored audit programs and a client assistance package.
- ◆ Make specific inquiries of management and other personnel regarding fraud.
- ◆ Perform tests of controls for significant accounting systems (sample sizes will vary based on assessed risks).

Fieldwork – Year-End

Based on the results of our planning and risk assessment procedures, we will focus our audit efforts in those areas where the risk of material error or fraud is greatest. Our approach is to identify the most effective and efficient procedures based on inherent and control risk. These procedures will be completed after the City's books are closed and may include any of the following for the various account balances and transaction cycles:

- ◆ Analytical procedures: if used as the principal substantive test of a significant financial statement assertion, we will document –
 - the expectation and the factors considered in its development.
 - the results of the comparison between the expectation and recorded amounts.
 - any additional procedures performed in response to significant unexpected differences and the results of those procedures.

- ◆ Tests of details -
 - Test significant journal entries for propriety and authorization.
 - Vouch significant operating, capital and debt service expenditures to source documents.
 - Vouch asset balances to detailed records and schedules.
 - Test individual debt transactions for propriety and proper presentation and disclosure in the financial statements.
 - Perform compliance tests related to grant restrictions.
 - Confirm balances with third parties, including banks and/or other lenders.
 - Vouch cash receipts to supporting documents including bank statements.
 - Test both the methodology and the accounting for indirect cost allocations.
 - Respond to specific fraud risks identified with further substantive tests of details or analytical procedures.
 - Perform observation and procedures for significant capital asset additions.
 - Perform a search for unrecorded liabilities.
 - Obtain required representations from management and legal counsel.
 - Propose adjusting journal entries as necessary and provide to the City's finance director.

Reporting

During the reporting phase, we will:

- ◆ Perform and document final analytical procedures on the financial statements.
- ◆ Draft financial statements and supplemental schedules in accordance with GAAP and review with the City's finance director.
- ◆ Prepare independent auditor's report and other reports required by *Government Auditing Standards* and OMB Uniform Guidance 2 CFR 200 Subpart F.
- ◆ Discuss internal control and program compliance observations and recommendations.
- ◆ Conduct exit conference with the City's finance director to review financial statements and review findings, if applicable.
- ◆ Resolve all outstanding issues.
- ◆ Issue the City's financial statements and auditor's reports in accordance with the City's timeline.

SINGLE AUDIT APPROACH

Our Firm's approach to the Single Audit requirements, as specified in the Single Audit Act and OMB Uniform Guidance 2 CFR 200 Subpart F, are as follows:

Objectives

The objectives of the Single Audit are to determine the following:

- ◆ the financial statements of the reporting entity are presented in accordance with GAAP.
- ◆ the reporting entities internal control systems provide reasonable assurance that it is managing Federal financial assistance programs in compliance with applicable laws and regulations.
- ◆ the reporting entity has complied with laws and regulations that have a material effect on the financial statements and on each major Federal assistance program.

Procedures

- ◆ Identify major and non-major programs and assess inherent and control risks.
- ◆ Perform substantive tests of compliance and tests of internal control over compliance for all major programs as required by the OMB Uniform Guidance 2 CFR 200 Subpart F.
- ◆ Sample sizes will adhere to the guidance found in the sampling chapter of the, "AICPA Audit Guide, *Government Auditing Standards* and Circular A-133 Audits".

Reports

The following reports relating to Federal assistance programs will be issued:

- ◆ Report on supplementary Schedule of Expenditures of Federal Awards. The schedule presents total expenditures for each program.
- ◆ Report on internal controls used in administering Federal financial assistance programs.
- ◆ Report on compliance with laws and regulations, identifying all findings of noncompliance and questioned costs, and expressing an opinion and other assurances on compliance.
- ◆ Report on fraud, abuse, or illegal acts, or indications of such acts, if discovered.

PROPOSED FEES

All of the requested fee information (below) is based upon our current understanding of the work to be performed and we have given you "not-to-exceed" fees for the services.

In the event disclosures in the audit indicate extraordinary circumstances, which warrant more extensive and detailed services, we will provide all pertinent facts relative to the extraordinary circumstances, together with the our fee basis for such additional services. This will be set forth in an addendum to the contract between the City of Chowchilla and our firm. All work will be performed at the same rates as set forth in the schedule of fees and expenses in this cost proposal.

Services	Hours	F/Y 2015-16	F/Y 2016-17	F/Y 2017-18	F/Y 2018-19	F/Y 2019-20
City Audit	300	38,000	38,000	39,140	39,140	40,317
Single Audit *	32	4,000	4,000	4,120	4,120	4,240
GASB 68 Preparation**	14	1,750	1,750	1,800	1,850	1,910
Preparation of Annual State Controller's Reports	32	4,200	4,200	4,326	4,326	4,455
Out of Pocket Expenses	-	-	-	-	-	-
Total Annual Fees (not to exceed)	378	47,950	47,950	49,386	49,436	50,922

* The above Single Audit fees assume that the City will have one major federal program. Fees for each additional major program will be \$3,500.

**The above GASB 68 fees assume that the City would like assistance with the preparation of the GASB 68 calculation and related financial statement note disclosure.

Auditor's Standard Billing Rates	F/Y 2015-16	F/Y 2016-17	F/Y 2017-18	F/Y 2018-19	F/Y 2019-20
Partner	245	245	252	252	260
Manager	145	145	149	149	154
Seniors	130	130	134	134	138
Staff	115	115	118	118	122

EXHIBIT A

PEER REVIEW REPORT

McGILLOWAY, RAY, BROWN & KAUFMAN

Accountants & Consultants

2511 Garden Road, Suite A180
Monterey, CA 93940-5301
831-373-3337
Fax 831-373-3437

379 West Market Street
Salinas, CA 93901
831-424-2737
Fax 831-424-7936

System Review Report

July 31, 2015

To the Partners of Price, Paige & Company A C
and the Peer Review Committee of the California Society of CPAs.

We have reviewed the system of quality control for the accounting and auditing practice of Price, Paige & Company A C in effect for the year ended April 30, 2015. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants. As a part of our peer review, we considered reviews by regulatory entities, if applicable, in determining the nature and extent of our procedures. The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review. The nature, objectives, scope, limitations of, and the procedures performed in a System Review are described in the standards at www.aicpa.org/prsummary.

As required by the standards, engagements selected for review included engagements performed under *Government Auditing Standards* and an audit of an employee benefit plan.

In our opinion, the system of quality control for the accounting and auditing practice of Price, Paige & Company A C in effect for the year ended April 30, 2015, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Price, Paige & Company A C has received a peer review rating of *pass*.



McGilloway, Ray, Brown & Kaufman

*Daniel M. McGilloy, Jr., CPA, CVA, Gerald C. Ray, CPA, Clyde W. Brown, CPA, Patricia M. Kaufman, CPA,
Larry W. Rollins, CPA*

*Sarita C. Shamon, CPA, Whitney Ernest, CPA, Devvyn MacBeth, CPA,
Jesus Montemayor, CPA, Smriti Shrestha, CPA, Wei Ding, CPA*

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EXHIBIT B

AICPA CERTIFICATE OF RECOGNITION



**American Institute of
Certified Public Accountants**

Private Companies Practice Section (PCPS) is proud to present this

Certificate of Recognition to

Price Paige & Company AC

For demonstrating that your firm designed and complied with a system of the quality control standards established
by the AICPA during the period 05/01/2014 to 04/30/2015.




Joel C. Olbricht, CPA, CGMA, Chair
PCPS Executive Committee

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EXHIBIT C

AICPA GOVERNMENT AUDIT QUALITY CENTER MEMBERSHIP

What is the Center and why was it established?

The Governmental Audit Quality Center is a firm-based voluntary membership center for firms that perform governmental audits, including all audits and attestation engagements performed under *Government Auditing Standards and OMB Circular A-133* of federal, state, or local governments; not-for-profit organizations (NPO); and certain for-profit organizations that receive federal assistance. These audits are sometimes referred collectively as "governmental audits."

The AICPA established the Center to help CPAs perform quality audits by providing resources and guidance to help them navigate the increased complexity of the federal rules and regulations underlying governmental auditing.

How does the Center benefit you as the client?

As a member of the Governmental Audit Quality Center, our CPA firm has made a commitment to adhere to Center membership requirements that are designed to introduce additional quality control features to our practice.

As a Center member, we receive comprehensive resources to assist us in performing governmental and not-for-profit audits. We receive up-to-date information on a variety of technical, legislative and regulatory subjects that we then apply to your governmental audit to help ensure that you are in compliance with the appropriate standards and changes in regulation. These resources help us respond nimbly to new standards and requirements to ensure the efficiency of your audit engagement.

In addition, the Center provides us with an opportunity to network and exchange information with others within the governmental auditing community via an Online Member Discussion Forum, conferences, and Web events so that we can continue to learn and enhance our approach to our governmental audit engagements. We can then leverage these practices we learn in our audit methodologies to help perform the highest quality audits possible.

How does Center membership impact the audit team that is conducting your organization's audit?

Our firm is committed to ensuring that our audit personnel are well trained to deliver governmental audit services and we adhere to the continuing professional education requirements of *Government Auditing Standards*. Further, our Center membership dictates that we establish and document our policies and procedures to ensure compliance with applicable professional standards, rules, and regulations for governmental audits. We believe this translates into a highly competent team of auditors who are knowledgeable in the unique requirements of quality governmental auditing and helps ensure that you receive the most efficient quality audit possible.

What are the quality requirements of the Center?

In addition to the resources and information on current regulations and standards affecting audits, the Center requires our firm to adhere to significant membership requirements including designating a partner to be responsible for the quality of our governmental and not-for-profit audit practice, meeting quality control standards and establishing annual internal inspection procedures. This inspection includes a review of our firm's governmental and not-for-profit audit practice by individuals with specific knowledge of governmental and not-for-profit audits and standards. The review must be made available to our firm's peer reviewer, who conducts a review and evaluation of our firm's auditing and accounting functions so we can meet state licensing, federal regulatory and/or AICPA membership requirements. In addition, we must make our peer review findings publicly available.





CITY COUNCIL STAFF REPORT

Item 6.2

[CLICK HERE
TO RETURN TO
THE AGENDA](#)

July 18, 2016

AGENDA SECTION: New Business

SUBJECT: **Adopt a Revised Resolution Approving the Sale of 20 Acres of Land (Assessor's Parcel Number 002-250-053) to Madera Industrial Development Partnership**

PREPARED BY: Craig Locke, City Engineer/Public Works Director

REVIEWED BY
ADMINISTRATOR

REVIEWED BY
ATTORNEY

REVIEWED BY
FINANCE

RECOMMENDATION

Staff recommends that the City Council adopted a revised resolution authorizing the sale of Parcel 002-250-053 to the Steven Sagouspe and Robert Sullivan as individuals contingent upon the construction of structures within a reasonable time.

HISTORY / BACKGROUND

Parcel number 002-250-053 was transferred to the City of Chowchilla from Greenhills Holdings LLC in the late 1990's as part of a sales tax agreement. The City then transferred the parcel to the Chowchilla Redevelopment Authority to incentivize Development along the Chowchilla Blvd corridor.

The Redevelopment Agency entered into an agreement with Ready Roast to construct a nut processing plant on a nearby parcel owned by Greenhills at the time. As part of the consideration for their sale of that parcel, Greenhills agrees to assume a 6.73 acre portion of parcel 002-250-053 at the agreed upon price of \$1.00 per square foot.

The previous arrangement was modified in a 2015 Revised Judgment that allowed the Redevelopment Successor Agency to monetize this obligation at the rate of \$1.00 per square foot with the agreement of both parties. Additional terms of this revision included the transfer of certain Redevelopment Successor Agency owned parcels adjacent to 002-250-053 to Greenhills via a lot line adjustment, and the reduction of the 6.73 acre obligation by the square footage transferred.

The proposed sale will satisfy the Judgment between Greenhills and the Chowchilla Redevelopment Successor Agency. A portion of the 6.73 acres now has been satisfied with the lot line adjustment which will be recorded as part of the purchase and sale escrow, and the residual obligation, the monetized portion, will be secured by an assignment of a portion of the deed of trust from the buyers and ultimately retired upon the payment of the note.

The proposed sale was approved by the Successor Agency on December 28, 2015. Since that time, there have been two changes that require re-approval by the City Council for escrow to close. First, the property was returned to the City for redevelopment purposes pursuant to the Long Range Property Management Plan approved by the Department of Finance on December 30, 2015.

Second, escrow notified the City last week that rather than take title as Madera Industrial Partnership, the purchasers will take title individually: Stephen James Sagouspe, a married man, as his sole and separate property, as to an undivided 50% interest and Robert Joseph Sullivan, a married man, as his sole and separate property, as to an undivided 50% interest.

Otherwise, there are no changes to the documents or to the deal points as approved on December 28, 2015. Escrow should close before the end of July.

The Resolution also provides that the City Administrator will sign all documents and take the actions necessary to close escrow.

PROJECT DESCRIPTION:

The buyers agree to construct four (4) structures on the site, each encompassing approximately one hundred fifty thousand (150,000) square feet. The initial phase would be for a single structure of one hundred fifty thousand (150,000) square feet, with construction beginning shortly after the close of escrow.

TRANSACTION ANALYSIS:

The proposed transaction would transfer the property to the buyers with a deferred payment of the purchase price and all development impact fees. Plan check and inspection fees will be paid as they accrue. The duration of this deferment will be for 24 months; following the close of escrow or 6 months following the commercial occupation of the building, whichever comes first. Two (2) extensions of four (4) months duration are available to extend the payment deadline with prior mutual consent. Failure to retire the outstanding balance will result in the land and any improvements reverting to the City.

In the event that the buyers fail to begin construction of the agreed upon structure on site within one year, the land also reverts to the City. The buyers will provide a personal guarantee of up to \$5000 to cover costs associated with reconveying the property to the City in the event of a default and any outstanding property taxes owed the County (estimated in the amount of \$4,088 per year).

The judgment against the Successor Agency has been partially satisfied via a lot line adjustment recorded at the same time as this escrow, with the balance to be secured by a partial assignment of the deed of trust to Greenhills; Greenhills will be paid when the note is paid.

FINANCIAL ANALYSIS

The agreed upon sale price is the fair market appraised value as determined by Robert P Rowe, Certified Appraiser. The majority of the proceeds of the sale will be transferred to Greenhills holdings to retire the judgment against the Chowchilla Redevelopment Successor Agency. Staff estimates an additional approximately \$100,000 remainder available to be distributed proportionately amongst the taxing entities.

Should the project fail to result in the construction of the agreed upon building there is no financial impact because all foreseeable costs will be covered by the buyer's personal guarantee.

Should the agreed upon building be constructed and the outstanding balance (sales price and development fees) not be paid as stipulated in the agreement, the City will reclaim ownership of the parcel and improvements.

Since the property is currently vacant it provides no income to the City.

ATTACHMENTS

Revised Resolution

COUNCIL RESOLUTION # -16

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHOWCHILLA, CALIFORNIA, APPROVING THE SALE OF 20 ACRES OF LAND (ASSESSORS PARCEL NUMBER 002-250-053) TO MADERA INDUSTRIAL DEVELOPMENT PARTNERSHIP

WHEREAS, the City of Chowchilla has been transferred parcel 002-250-053 pursuant to the Department of Finance approval of the Long Range Property Management Plan; and

WHEREAS, as set out in that plan, the parcel will be sold to eliminate ongoing maintenance costs and pay off various debt; and

WHEREAS, Robert Sullivan and Steven Sagouspe as individuals have offered to pay the current appraised value for parcel 002-250-053 and develop it consistent with the provisions of the former Redevelopment Plan; and

WHEREAS, the City of Chowchilla requires the proceeds of the subject land sale to satisfy the Successor Agency's judgment with Greenhills Holdings and to retire its loan form the City of Chowchilla; and

WHEREAS, this Resolution revises and supersedes Council Resolution #08-16 approved January 12, 2016 on the same terms and conditions; and

WHEREAS, there is no environmental impact of this sale and any such impacts from the development of the property will be addressed separately.

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

1. The above recitals are true and correct.
2. This Resolution is effective immediately upon adoption.
3. The City Council of the City of Chowchilla authorizes the City Administrator to execute the attached Purchase and Sale Agreement with the buyers and to take any and all other actions necessary to implement the provisions of that Agreement and close escrow for such purchase and sale.

PASSED AND ADOPTED by the City Council of the City of Chowchilla at a Special Meeting held on the 18th day of July, 2016 by the following vote to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

Mayor Waseem Ahmed

ATTEST:

Joann McClendon, CMC
City Clerk

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

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

1. Property.

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

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

1.3 This sale is contingent upon approval of the Oversight Board to the Successor Agency.

2 Sale of Property; Purchase Price.

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

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

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

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

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

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

4. Due Diligence:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Buyer: Madera Industrial Development Partnership
2801 Airport Drive, Suite 101
Madera. CA 93637

Seller: City of Chowchilla/Successor Agency

130 South Second Street

Chowchilla, CA 93610

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

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

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

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

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

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

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

SELLER: CITY/SUCCESSOR AGENCY

By: _____
Printed Name: _____
Title: _____

BUYER:

**MADERA INDUSTRIAL DEVELOPMENT
PARTNERSHIP**

By: _____
Printed Name: _____
Title: _____

APPROVED AS TO FORM:

COTA COLE LLC

By: _____
David Ritchie, City Attorney

Acceptance by Escrow Holder

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

Dated: _____

Chicago Title Insurance Company

By: _____

Name: _____

Title: _____

EXHIBIT LIST

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

Grant

EXHIBIT "A"

REAL PROPERTY LEGAL DESCRIPTION

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

(To Be Inserted)

Grant

EXHIBIT "E"

GRANT DEED

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Madera Industrial Development Partnership

MAIL TAX STATEMENTS TO

Same as above

Recorded fee exempt pursuant to Govt. Code Section 6103

(Space Above For Recorder's Use)

GRANT DEED

COUNTY OF MADERA,

STATE OF CALIFORNIA

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

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

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

Dated: _____

SUCCESSOR AGENCY

By: _____

ATTACH NOTARY JURAT

EXHIBIT "1" TO EXHIBIT "E"

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

(To Be Inserted)

EXHIBIT "2" TO EXHIBIT "E"



CITY COUNCIL STAFF REPORT

Item 6.3

[CLICK HERE
TO RETURN TO
THE AGENDA](#)

July 18, 2016

AGENDA SECTION: New Business

SUBJECT: Authorization of up to \$9,000 for the Chamber of Commerce for the Refurbishment of the Chowchilla Sign on Northbound Highway 99

PREPARED BY: Craig Locke, City Engineer/Public Works Director

REVIEWED BY
ADMINISTRATOR

REVIEWED BY
ATTORNEY

REVIEWED BY
FINANCE

RECOMMENDATION:

Staff recommends the authorization of up to \$9,000.00 to assist the Chamber of Commerce with the refurbishment of the severely weathered Chowchilla sign located east of Highway 99 and visible to northbound traffic.

HISTORY / BACKGROUND:

The Welcome to Chowchilla sign on northbound Highway 99 no longer promotes a positive image of a prosperous city. The Highway 99 Chowchilla signs are maintained by the Chowchilla Chamber of Commerce. This spring, the Chamber of Commerce obtained written estimates for refurbishing the sign and the lowest responsible price bid was \$8,658 and is attached to this report. Staff is requesting \$9,000 to cover any incidentals.

FINANCIAL IMPACT:

This was an item to be prioritized for use of the General Fund surplus for FY 16/17. Staff determined this was a priority and wanted to move forward with the project due to its relatively low cost.

ATTACHMENTS:

Resolution
Estimate #7702 from the Sign Guys

SPECIAL INSTRUCTIONS:

None

COUNCIL RESOLUTION # -16

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHOWCHILLA, CALIFORNIA,
AUTHORIZING UP TO \$9,000 FOR THE CHAMBER OF COMMERCE FOR THE REFURBISHMENT
OF THE CHOWCHILLA SIGN ON NORTHBOUND HIGHWAY 99**

WHEREAS, the City of Chowchilla is a Municipal Corporation which provides services and facilities to the citizens of the community; and

WHEREAS, the City of Chowchilla has historically installed and maintained highway signage to attract travelers into the community; and

WHEREAS, the existing signage is in critical need of refurbishment; and

WHEREAS, in its current state, the freeway signage is not fulfilling its objective; and

WHEREAS, the City Council approved the expenditure of \$13,000 for repairs to the southbound highway 99 sign on July 8, 2014; and

WHEREAS, the Chowchilla Chamber of Commerce has solicited bids to perform the refurbishment and identified the lowest responsible bidder;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Chowchilla hereby finds and determines that \$9000 is authorized to repay the Chowchilla Chamber of Commerce for refurbishment of the existing 'Welcome To Chowchilla' sign located along northbound Highway 99.

PASSED AND ADOPTED by the City Council of the City of Chowchilla at a Special Meeting held on the 18th day of July, 2016 by the following vote to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

Mayor Waseem Ahmed

ATTEST:

Joann McClendon, CMC
City Clerk



A division of
Creative Products Unlimited
 2740 Ashby Rd. Atwater, Ca. 95301

Estimate

Date	Estimate #
4/25/2016	7702

Name / Address
Chowchilla Dist Chamber of Commerce PO Box 638 Chowchilla, Ca 93610

Phone #	Fax #	Web Site	Rep	P.O. No.	Terms
(209) 726-0984	(209) 726-1173	mercedsignguys.com	KMB		50%Dep./Bal-C.O.D

Description	Qty	Cost	Total
Refurbish existing billboard on North bound Hwy 99. Includes new aluminum faces with digital print	1	5,350.00	5,350.00T
Labor to sand, prep,paint frame and install new aluminum faces with digital print	1	2,880.00	2,880.00
*Add \$1260 to each Billboard for reflective vinyl on "Welcome To Chowchilla"			
**Labor is non-prevailing wage			

Thank you! Have a nice day!	Subtotal	\$8,230.00
	Sales Tax (8.0%)	\$428.00
	Total	\$8,658.00

If Permits are required: These prices DO NOT include City Permit, Application Fees, Administrative Use Permit, Engineering Calculations, or Staff Time to Process Permit

Signature / Date _____