



AGENDA
REGULAR MEETING
CHOWCHILLA CITY COUNCIL

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

September 13, 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. Public Employee Performance Evaluation California Government Code Section 54957:**
Title: City Administrator
- 2. Conference with Legal Counsel – Anticipated Litigation**
Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Section 54956.9
Number of potential cases: 1
- 3. 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

In the event that not all the items on the closed session agenda have been deliberated in the time provided, the City Council may continue the closed session until the end of the regularly scheduled Council Meeting.

OPEN SESSION – 7:00 PM

PLEDGE OF ALLEGIANCE:

INVOCATION:

CLOSED SESSION REPORT:

CEREMONIAL / PRESENTATIONS – Section 1

- 1.1 Recognition of World Golf Champion Asterisk Talley
- 1.2 Oath of Office, Lieutenant Jeff Palmer
- 1.3 K9 Warco Retirement

WORKSHOPS

Street Renaming: Humboldt to Redskin Way

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 the August 9, 2016 Special City Council/Redevelopment Successor Agency/Planning Commission Meeting Minutes (McClendon)**
- 3.2 **Approval of the August 23, 2016 Special City Council Meeting Minutes (McClendon)**
- 3.3 **Approval of the September 8, 2016 Special Town Hall Meeting Minutes (McClendon)**
- 3.4 **Review of General Payments for the Month of August 2016 (Pruett)**
- 3.5 **Consideration of Monthly Financial Reports for June and July 2016 (Pruett)**
- 3.6 **Council Resolution # -16, Authorizing the City Administrator to Modify the Job Description and Title for City Engineer/Public Works Director (McClendon)**
- 3.7 **Council Resolution # -16, Approving a Second Amendment to Farm Lease With the Fagundes Family Partnership for Approximately 145.5 Acres of Cropland (McClendon)**
- 3.8 **Council Resolution # -16, Authorizing the Acceptance of \$94,000 in Federal Aviation Administration (FAA) Entitlement Grant Funds for the Chowchilla Municipal Airport (Locke)**
- 3.9 **Council Resolution # -16, Authorizing the Expenditure of Funds to Purchase Two Replacement Patrol Vehicles and Complete the Necessary Outfitting of the Newly Purchased Vehicles with the Required Emergency Equipment (Riviere)**
- 3.10 **Council Resolution # -16, Authorizing Federal Funding Under Federal Transit Assistance (FTA) Section 5339 (49 USC Section 5339) With California Department of Transportation (McClendon)**

PUBLIC HEARINGS – Section 4

DEFERRED BUSINESS – Section 5

NEW BUSINESS – Section 6

- 6.1 **Approval of a Proposal to Complete a Strategic Update to the Downtown Design Guidelines by Minute Order (Haddix)**
- 6.2 **Council Resolution # -16, Approving the Use of an Empty Office Space Within the Civic Center by the Madera Action Partnership to House a Victim Services Advocate (Riviere)**
- 6.3 **Council Resolution # -16, Approving an Operating Agreement with Community Electronic Information Signage (CEIS), LLC, for a Digital Gateway Monument Sign (Haddix)**
- 6.4 **Consideration of Submitting a Request to Governor Jerry Brown to Sign AB723 (Haddix)**

- 6.5 Council Resolution # -16, Extension of the Infill Program to December 31, 2018 that Allows for the Waiver of all Development Impact Fees in the Older Established Neighborhoods so as to Incentivize Builders to Construct New Homes or Businesses on Vacant Infill Lots Providing Certain Conditions are Met (Haddix)**
- 6.6 Council Resolution # -16, Approving a Settlement Agreement With the County of Madera Related to Vehicle License Fee Revenue From the State Prisons Within the City (Haddix)**
- 6.7 Council Resolution # -16, Amending Transportation Development Act (TDA) Allocation of Local Transportation Funds (LTF) for Fiscal Year 16/17 to Include Carry Over Balances from Prior Fiscal Years 14/15 and 15/16; and, Authorizing Staff to File Necessary Documentation Required to Effect these Changes (McClendon)**

ANNOUNCEMENTS – Section 7

Sep 15 – 18	American Cowboys Team Roping Association CA Chapter Finals, Fairgrounds, ALL DAY
Sep 16	City Offices Closed
Sep 17	Rabies Clinic, Police Department, 10AM Chamber of Commerce Classic Car Show, Veterans Memorial Park, 10AM – 3PM
Sep 20	Community Conversation – Let's Talk Chowchilla, Starbucks, 5:30PM
Sep 21	Planning Commission Meeting, City Hall, 7PM
Sep 24	Treasure Hunters Market, Trinity & 3 rd Street, 8AM - Noon

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 9th day of September 2016 at or before 5:00 p.m.

Joann McClendon, CMC
City Clerk

Certificate of Recognition

PRESENTED BY THE
CITY OF CHOWCHILLA CITY COUNCIL
TO HONOR

Asterisk Talley

IN RECOGNITION OF YOUR IMPRESSIVE THREE-DAY
GOLF TOURNAMENT SCORE OF 104 AND OF
BEING NAMED **CHAMPION** OF THE 2016
U.S. KIDS GOLF WORLD CHAMPIONSHIP
IN THE **GIRLS 7 & UNDER DIVISION** AT THE
HISTORIC **PINEHURST** IN **NORTH CAROLINA**.

PRESENTED THIS 13TH DAY OF SEPTEMBER 2016

WASEEM AHMED, MAYOR

CITY OF CHOWCHILLA
COUNTY OF MADERA, STATE OF CALIFORNIA





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

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

August 9, 2016

CALL TO ORDER: 6:02 p.m.

ROLL CALL

City Council:

Mayor: Waseem Ahmed

Mayor Pro Tem: Mary Gaumnitz

Council: John Chavez, Dennis Haworth, Richard Walker

Planning Commission:

Board Chair: Ray Barragan

Board Co-Chair: (vacant)

Board Members: Weidert, Zaruchi-Mize, Chapman, Cargill, Van Der Dussen (absent)

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

OPEN SESSION – 6:04 PM

PLEDGE OF ALLEGIANCE: Mayor Ahmed

INVOCATION: Council Member Walker

CEREMONIAL / PRESENTATIONS – Section 1

- 1.1 Presentation: Donation of a K9 (moved this item to the next council meeting)
- 1.2 Recognition: A) Robert Acree (could not make it)
B) John Scurfield

PUBLIC ADDRESS

Tara Davis, State Farm Insurance, expressed her appreciation for the Council's action of forming the ad hoc sports committee. Council Members Walker and Chavez are the appointed council members for the ad hoc.

Stacy Curutchet, Chowchilla District Chamber of Commerce, updated the council on Chamber related events, past and future.

Convene to the Joint Session Workshop with the Planning Commission

WORKSHOPS

- Joint Session with the Planning Commission: Downtown Guideline Review

Reconvene to the City Council Meeting

COUNCIL AND STAFF REPORTS – Section 2

2.1 COUNCIL REPORTS

Legislative Items
Oral / Written Reports

Council Member Walker attended the Chowchilla Task Force Meeting.

Mayor Pro Tem Gaumnitz attended the community-sponsored Firefighter Appreciation Dinner and a neighborhood watch meeting in the Circle Drive area. Contacted Vector Control concerning abandoned swimming pools and the pests that are attracted to them.

Council Member Chavez attended the Chowchilla Task Force meeting; the Firefighter's Appreciation Dinner; a California High Speed Rail Authority Board meeting and then a meeting with GoBiz.

Council Member Haworth attended the Firefighter's Appreciation Dinner.

Mayor Ahmed also attended the Firefighter's Appreciation Dinner; the California High Speed Rail Authority Board meeting and GoBiz; met with a potential hotel developer; attended the final Music in the Park.

2.2 STAFF REPORTS

Written/Oral Reports

City Administrator Haddix reported on the following: Community Task Force meeting; Firefighter's Appreciation Dinner; meeting with a High Speed Rail Authority, a staffer for State Assembly Members Galgianni and Gray; his presentation to the California High Speed Rail Authority Board meeting; meeting with GoBiz; meeting with Chowchilla school superintendents; meeting with Camarena Health Center regarding their proposed three-acre campus.

Community Relations Manager Piepenbrok noted the next Community Conversation gathering at Deli Delicious, 5:30 p.m.

City Engineer / Public Works Director Locke accompanied Camarena representative on a tour of potential facility sites for their proposed expansion. He also participated in a hotel development tour of potential areas to build upon.

Police Chief Riviere reported that the Records position was filled by Community Services Officer (CSO) Devynne Hunter. Due to recent vacancies, the part time CSO's have promoted to full time CSO's.

Fire Chief Turner expressed his appreciation for the Firefighter's Appreciation Dinner. He further reported that there were no fire incidents this week, and the Department has received the air compressor for oxygen masks.

CONSENT CALENDAR – Section 3**3.1 Approval of July 26, 2016 City Council Meeting Minutes (McClendon)****3.2 Approval of August 3, 2016 Special City Council Meeting Minutes (McClendon)****3.3 Approval of General Payments for the Month of July 2016 (Pruett)**

Motion by Council Member Haworth, Seconded by Council Member Walker to pull Item 3.1 from the Consent Calendar. Motion passed unanimously by voice vote.

Motion by Council Member Walker, Seconded by Council Member Haworth to approve Items 3.2 and 3.3 of the Consent Calendar. Motion passed unanimously by roll call vote.

Motion by Mayor Pro Tem Gaumnitz, Seconded by Council Member Chavez to Approve Item 3.1 as presented with Council Members Haworth and Walker abstaining. Motion passed unanimously by roll call vote.

PUBLIC HEARINGS – Section 4**DEFERRED BUSINESS – Section 5****NEW BUSINESS – Section 6****6.1 Council Resolution # 82-16, Consideration of a Request from the Cub and Girl Scouts to Paint Street Curb Property Addresses and Color Stripes Showing Support for Emergency Services Personnel (Piepenbrok)**

Spoke:
Larry Pistorosi, Jr.
Marlene Holstead

Motion by Council Member Haworth, seconded by Council Member Walker to Approve Council Resolution #82-16, Consideration of a Request from the Cub and Girl Scouts to Paint Street Curb Property Addresses and Color Stripes Showing Support for Emergency Services Personnel. Motion passed unanimously by roll call vote.

★ 6.2 Successor Agency Resolution # 05-16, Approving the Form and Authorizing the Distribution of a Preliminary Official Statement and Approving the Form and Authorizing the Execution of a Bond Purchase Agreement in Connection with the Offering and Sale of Tax Allocation Refunding Bonds (Pruett)

Spoke:
Bud Levine
Rick Brandis

Motion by Board Member Walker, Seconded by Board Member Haworth to Approve Successor Agency Resolution #05-16, Approving the Form and Authorizing the Distribution of a Preliminary Official Statement and Approving the Form and Authorizing the Execution of a Bond Purchase

Agreement in Connection with the Offering and Sale of Tax Allocation Refunding Bonds. Motion passed unanimously by roll call vote.

6.3 Council Resolution # 83-16, Declaring K9 Warco Retired and as Surplus Property with Transfer of Ownership to Ken Alberton for the Consideration of \$1 (Riviere)

Motion by Council Member Haworth, Seconded by Council Member Walker to Approve Council Resolution #83-16, Declaring K9 Warco Retired and as Surplus Property with Transfer of Ownership to Ken Alberton for the Consideration of \$1. Motion passed unanimously by roll call vote with great appreciation of Warco's service.

6.4 Presentation of the Council Strategic Objectives Report 2015-2016 4th Quarter – Information Only (Piepenbrok)

6.5 Council Resolution # 84-16, Adopting the City Administrator Evaluation Policy and Official Annual Performance Evaluation Form (Haddix)

Motion by Council Member Walker, Seconded by Council Member Haworth, to Approve Council Resolution #84-16, Adopting the City Administrator Evaluation Policy and Official Annual Performance Evaluation Form. Motion passed unanimously by roll call vote.

ANNOUNCEMENTS – Section 7

Aug 16	Community Conversation – Let's Talk Chowchilla, Deli Delicious, 5:30PM
Aug 17	Planning Commission Meeting, City Hall, 7PM
Aug 19	City Offices Closed
Aug 25	Chowchilla Redevelopment Successor Agency Oversight Board Meeting, City Hall, 9AM
Sep 2	City Offices Closed
Sep 5	City Hall Closed – Labor Day Holiday
Sep 6	Coffee with a COP, Starbucks, 8AM
Sep 8	Town Hall with City Council, Senior Center, 6PM
Sep 13	City Council Meeting, City Hall, 7PM

ADJOURNMENT

Meeting Adjourned in Memory of Sergeant Doward Marsh, Chowchilla Police Department,
Retired

Motion by Mayor Ahmed, Seconded by Council Member Walker to Adjourn the August 9, 2016 Special Joint City Council / Successor Agency / Planning Commission meeting at 8:46 p.m. motion passed unanimously by voice vote.

ATTEST:

APPROVED:

Joann McClendon, CMC
City Clerk

Mayor Waseem Ahmed

RETURN TO AGENDA



**MINUTES
SPECIAL MEETING
CHOWCHILLA CITY COUNCIL**

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

August 23, 2016

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: City Administrator Brian Haddix, City Attorney David Riviere, City Clerk Joann McClendon.

OPEN SESSION – 6:00 PM

PLEDGE OF ALLEGIANCE: Mr. Ray Barragan

INVOCATION: Mr. Alfred Hansen

PUBLIC ADDRESS

No one spoke.

NEW BUSINESS – Section 6

6.1 Council Resolution # 85-16, Appointing John Chavez, Dennis Haworth and Ray Barragan to the Office of Member of the City Council of the City of Chowchilla as if They had Been Elected Pursuant to Elections Code §10229 (McClendon)

Motion by Council Member Walker, Seconded by Mayor Pro Tem Gaumnitz to Approve Council Resolution #85-16, Appointing John Chavez, Dennis Haworth and Ray Barragan to the Office of Member of the City Council of the City of Chowchilla as if They had Been Elected Pursuant to Elections Code §10229. Motion passed unanimously by roll call vote.

ADJOURNMENT

Motion by Council Member Walker, seconded by Council Member Haworth to adjourn the August 23, 2016 Special City Council meeting at 6:09 p.m. Motion passed unanimously by voice vote.

ATTEST:

APPROVED:

Joann McClendon, CMC
City Clerk

Mayor Waseem Ahmed

RETURN TO AGENDA



MINUTES
SPECIAL MEETING – TOWN HALL MEETING
CHOWCHILLA CITY COUNCIL

Chowchilla Senior Center
820 W. Robertson Blvd., Chowchilla, CA 93610

THURSDAY, SEPTEMBER 8, 2016

CALL TO ORDER 6:04 PM

PLEDGE OF ALLEGIANCE: Council Member Haworth

INVOCATION: Council Member Walker

ROLL CALL

Mayor: Waseem Ahmed

Mayor Pro Tem: Mary Gaumnitz

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

City staff and contract employees present: City Administrator Brian Haddix, Finance Director Rod Pruet, City Engineer/Public Works Director, Community Relations Manager Marty Piepenbrok, City Clerk Joann McClendon

SPECIAL PRESENTATION – Section 1

1.1 City Administrator Presentation – Brian Haddix

Spoke:

Larry Pistoiresi, Jr.

Emile Stagnaro

Jack Kaiser

Judy Weidert

Comments and concerns from the public were discussed in open forum regarding the following topics:

Community growth and infrastructure sustainability, public safety/staffing, code enforcement, youth, website, finances.

No decisions were made by staff or council.

PUBLIC ADDRESS

None.

ADJOURNMENT

Motion by Council Member Chavez, seconded by Council Member Haworth to adjourn the September 8, 2016 Town Hall Meeting at 7:46 PM. Motion passed by voice vote.

ATTEST:

APPROVED:

Joann McClendon, CMC
City Clerk

Mayor Waseem Ahmed

RETURN TO AGENDA



CITY COUNCIL STAFF REPORT

Item 3.4

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

September 13, 2016

AGENDA SECTION: Consent

SUBJECT: Information Regarding Monthly Invoice Payments

PREPARED BY: Rod Pruett, Finance Director

REVIEWED BY
ADMINISTRATOR

REVIEWED BY
ATTORNEY

REVIEWED BY
FINANCE

RECOMMENDATION

Informational only. The invoices paid are shown in the attached listing of invoices.

HISTORY / BACKGROUND

Presented this evening is a list of invoices paid in August 2016.

FINANCIAL ANALYSIS

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

ATTACHMENTS

Invoice listing

Report Criteria:
 Report type: Invoice detail

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice GL Account	Check Amount
08/16	08/08/2016	50996	12766	Ceja, Jacquelyn	Refund for Deposit 2021 Lincoln	205-0200-0000-043	1.76- V
Total 50996:							1.76-
08/16	08/08/2016	51279	5036	Holiday Pools, Inc.	refund bond 15150 Torrey Pines permit# 15-029	100-0200-0000-042	500.00- V
Total 51279:							500.00-
08/16	08/08/2016	51406	6	3T Equipment Company	Repairs to Unit #121/ Sewer Truck	215-5705-0000-301	969.74- V
Total 51406:							969.74-
08/16	08/08/2016	51410	12808	Calley, Dustin	deposit refund for 455 N Thirteenth	205-0200-0000-043	36.44- V
Total 51410:							36.44-
08/16	08/08/2016	51426	12749	Pierini, Delores	Deposit Refund for 100 Mariposa Ave	205-0200-0000-043	.66- V
Total 51426:							.66-
08/16	08/08/2016	51431	12489	Singh, Surendra	credit refund for 12445 Palisades	205-7605-0000-876	34.50- V
Total 51431:							34.50-
08/16	08/09/2016	52017	12856	Shields, Michael	deposit refund for 12030 Pheasant Run	205-0200-0000-043	116.98- V
Total 52017:							116.98-
08/16	08/29/2016	52477	3291	Don's Mobile Glass	winshield replace with solar	100-2610-0000-320	215.00- V
Total 52477:							215.00-
08/16	08/04/2016	52555	421	AmeriPride	Mats for PD	100-2610-0000-315	33.37
08/16	08/04/2016	52555	421	AmeriPride	Mats for PD	100-2610-0000-315	33.37
08/16	08/04/2016	52555	421	AmeriPride	Mats for PD	100-2610-0000-315	33.37
08/16	08/04/2016	52555	421	AmeriPride	Mats for PD	100-2610-0000-315	33.37

M = Manual Check, V = Void Check

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice GL Account	Check Amount
08/16	08/04/2016	52555	421	AmeriPride	Supplies & Uniforms for Public Works	305-3620-0000-315	80.48
08/16	08/04/2016	52555	421	AmeriPride	Supplies & Uniforms for Public Works	305-3620-0000-315	108.98
08/16	08/04/2016	52555	421	AmeriPride	Supplies for the WWTP	215-5705-0000-315	15.89
08/16	08/04/2016	52555	421	AmeriPride	Mats for PD building	100-2610-0000-315	33.37
08/16	08/04/2016	52555	421	AmeriPride	Supplies for the Senior Center	100-6615-0000-315	34.04
08/16	08/04/2016	52555	421	AmeriPride	Mats for PD	100-2610-0000-315	33.37
Total 52555:							439.61
08/16	08/04/2016	52556	646	AT & T	phone service 5/20/16-6/19/16	602-1715-0000-310	369.62
08/16	08/04/2016	52556	646	AT & T	Phones for 5/24/16-6/23/16	602-1715-0000-310	1,166.72
Total 52556:							1,536.34
08/16	08/04/2016	52557	691	A-Z Bus Sales Inc.	pressure switch for bus#22	325-3705-0000-320	114.15
Total 52557:							114.15
08/16	08/04/2016	52558	12493	Baker Supplies and Repairs	Parts for Unit #16	100-6620-0000-301	92.86
08/16	08/04/2016	52558	12493	Baker Supplies and Repairs	Tires for the Electric Car/ Parks dept	100-6620-0000-301	215.98
08/16	08/04/2016	52558	12493	Baker Supplies and Repairs	Mulch kit for the Parks Mower	100-6620-0000-301	297.00
Total 52558:							605.84
08/16	08/04/2016	52559	1281	BSK Associates	Water Dept testing	205-7605-0000-350	256.00
08/16	08/04/2016	52559	1281	BSK Associates	Open PO for Weekly Water test for the WWTP	215-5705-0000-350	65.00
08/16	08/04/2016	52559	1281	BSK Associates	Open PO for Weekly Water test for the WWTP	215-5705-0000-350	130.00
08/16	08/04/2016	52559	1281	BSK Associates	Water Dept testing	205-7605-0000-350	168.00
08/16	08/04/2016	52559	1281	BSK Associates	Waste Water Minerals Testing	215-5705-0000-350	65.00
08/16	08/04/2016	52559	1281	BSK Associates	Water Dept testing	205-7605-0000-350	432.00
08/16	08/04/2016	52559	1281	BSK Associates	Waste Water Testing	215-5705-0000-350	130.00
08/16	08/04/2016	52559	1281	BSK Associates	Waste Water Testing	215-5705-0000-350	65.00
08/16	08/04/2016	52559	1281	BSK Associates	Water Dept testing	205-7605-0000-350	256.00
Total 52559:							1,567.00
08/16	08/04/2016	52560	1571	California Police Chiefs	Membership Dues 7/1/16-6/30/2017	100-2610-0000-307	331.00

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice GL Account	Check Amount
Total 52560:							331.00
08/16	08/04/2016	52561	1856	CDW Government, Inc.	data traveler	100-2610-0000-301	45.62
08/16	08/04/2016	52561	1856	CDW Government, Inc.	laserjet pro	305-3620-0000-301	360.90
08/16	08/04/2016	52561	1856	CDW Government, Inc.	data traveler	100-2610-0000-301	136.86
08/16	08/04/2016	52561	1856	CDW Government, Inc.	MS MBG Exch On Pln 2	602-1715-0000-302	7,426.00
Total 52561:							7,969.38
08/16	08/04/2016	52562	1966	Chowchilla Chamber of Commerce	state or city- Locke	205-7605-0000-307	160.00
Total 52562:							160.00
08/16	08/04/2016	52563	2131	Chowchilla Dolt Best	Supplies for the WWTP	215-5705-0000-317	16.36
08/16	08/04/2016	52563	2131	Chowchilla Dolt Best	Wasp spray for the Parks dept	100-6620-0000-315	16.60
08/16	08/04/2016	52563	2131	Chowchilla Dolt Best	Supplies for the parks dept	100-6620-0000-315	1.30
08/16	08/04/2016	52563	2131	Chowchilla Dolt Best	Supplies for the Parks Dept	100-6620-0000-317	19.41
08/16	08/04/2016	52563	2131	Chowchilla Dolt Best	Supplies for the Parks dept	100-6620-0000-320	38.85
08/16	08/04/2016	52563	2131	Chowchilla Dolt Best	janitorial supplies	100-1705-0000-315	64.79
Total 52563:							157.31
08/16	08/04/2016	52564	2251	City of Chowchilla-CH	postage	205-7605-0000-300	372.66
Total 52564:							372.66
08/16	08/04/2016	52565	12074	Comcast	Cable for PD	100-2610-0000-315	6.44
08/16	08/04/2016	52565	12074	Comcast	Internet Services - 7/7/16-8/6/16	602-1715-0000-310	245.80
Total 52565:							252.24
08/16	08/04/2016	52566	3711	Farmers Hardware	Supplies for the Streets dept	305-3620-0000-301	1.84
08/16	08/04/2016	52566	3711	Farmers Hardware	Supplies for the WWTP	215-5705-0000-317	12.95
08/16	08/04/2016	52566	3711	Farmers Hardware	Supplies for the Water Dept	205-7605-0000-317	3.17
08/16	08/04/2016	52566	3711	Farmers Hardware	Supplies for the WWTP	215-5705-0000-317	32.39
08/16	08/04/2016	52566	3711	Farmers Hardware	Tools for the Water Dept	205-7605-0000-301	24.83
08/16	08/04/2016	52566	3711	Farmers Hardware	Supplies for Ed Ray Park	100-6620-0000-302	19.43
08/16	08/04/2016	52566	3711	Farmers Hardware	Supplies for the WWTP	215-5705-0000-317	16.19

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice GL Account	Check Amount
Total 52566:							110.80
08/16	08/04/2016	52567	12212	Fastenal Company	Marking paint for the Water Dept	205-7605-0000-317	16.01
08/16	08/04/2016	52567	12212	Fastenal Company	Safety equipment for the parks dept	100-6620-0000-302	80.20
Total 52567:							96.21
08/16	08/04/2016	52568	11911	Lexipol LLC	DTB Subscription	100-2610-0000-336	2,400.00
Total 52568:							2,400.00
08/16	08/04/2016	52569	6191	Mace Pest Control	Monthly spray at the Senior Center	100-6615-0000-315	80.00
08/16	08/04/2016	52569	6191	Mace Pest Control	Annual Pest Control Service for Fire Station	100-2705-0000-315	600.00
Total 52569:							680.00
08/16	08/04/2016	52570	6246	Madera Co Auditor/Controller	LAFCO contribution 16/17	100-4605-0000-345	8,355.07
Total 52570:							8,355.07
08/16	08/04/2016	52571	6791	Merced Sun-Star	Public Hearing Notice	100-4605-0000-337	118.55
08/16	08/04/2016	52571	6791	Merced Sun-Star	Public Hearing Notice-weed abatement	100-4805-0000-337	206.40
08/16	08/04/2016	52571	6791	Merced Sun-Star	Public Hearing Notice	100-4605-0000-337	94.40
08/16	08/04/2016	52571	6791	Merced Sun-Star	council resolution 57-16	100-1610-0000-337	576.84
08/16	08/04/2016	52571	6791	Merced Sun-Star	Public Hearing Notice	100-4605-0000-337	86.35
Total 52571:							1,082.54
08/16	08/04/2016	52572	12282	Mid Valley Disposal Inc.	Locking lids for June 2016	210-5605-0000-352	53,447.34
Total 52572:							53,447.34
08/16	08/04/2016	52573	7116	Moy, Ellen	Public Transportation/Planning/Implementation	325-3705-0000-336	5,056.00
Total 52573:							5,056.00
08/16	08/04/2016	52574	11445	MuniServices LLC	Sales Tax Reporting through March 2016	100-1600-0000-801	825.53

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice GL Account	Check Amount
Total 52574:							825.53
08/16	08/04/2016	52575	7281	NBS Government Finance	chowchilla-DM : tax roll removal	542-4832-0000-336	650.00
Total 52575:							650.00
08/16	08/04/2016	52576	11956	Occupational Health Centers of	employment physical	305-3620-0000-306	354.00
08/16	08/04/2016	52576	11956	Occupational Health Centers of	employment physical	215-5705-0000-306	177.00
Total 52576:							531.00
08/16	08/04/2016	52577	7516	Office Depot	office supplies for Admin	100-1710-0000-300	198.63
Total 52577:							198.63
08/16	08/04/2016	52578	12907	O'Reilly Auto Parts	Vehicle Computer diagnostic scanner	601-3615-0000-301	1,889.98
Total 52578:							1,889.98
08/16	08/04/2016	52579	7671	Pacific Gas & Electric	Gas & Electric for July 2016	220-3650-0000-315	77,127.54
08/16	08/04/2016	52579	7671	Pacific Gas & Electric	PGE for the Waste Water Treatment Plant	215-5705-0000-315	42,523.98
Total 52579:							119,651.52
08/16	08/04/2016	52580	7966	Platt Electrical Supply	latch and parts	602-1715-0000-315	71.46
08/16	08/04/2016	52580	7966	Platt Electrical Supply	Supplies for Veterans Park	100-6620-0000-315	110.10
08/16	08/04/2016	52580	7966	Platt Electrical Supply	Supplies for Veterans Park	100-6620-0000-315	54.14
08/16	08/04/2016	52580	7966	Platt Electrical Supply	Credit for Veterans Park supplies	100-6620-0000-315	110.10-
Total 52580:							125.60
08/16	08/04/2016	52581	8161	Quad Knopf, Inc.	GIS mapping/ project 16-0008 5/22-6/18/16	100-4605-0000-336	3,000.00
08/16	08/04/2016	52581	8161	Quad Knopf, Inc.	Planning Services 5/22/16-6/18/16	100-4605-0000-336	8,737.12
Total 52581:							11,737.12
08/16	08/04/2016	52582	8796	S & W Auto Parts Inc.	Parts for Unit #115	305-3620-0000-320	14.03
08/16	08/04/2016	52582	8796	S & W Auto Parts Inc.	Supplies for the Water Dept	205-7605-0000-317	8.95

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice GL Account	Check Amount
Total 52582:							22.98
08/16	08/04/2016	52583	8836	Safety-Kleen	parts washer	601-3615-0000-321	262.44
Total 52583:							262.44
08/16	08/04/2016	52584	9916	Swan Pools	Refund bond for 8835 Laguna permit #16-0101	100-0200-0000-042	500.00
Total 52584:							500.00
08/16	08/04/2016	52585	9951	T & T Pavement Markings &	Reface stop signs and traffic signs/ Streets Dept	305-3620-4000-317	1,156.94
Total 52585:							1,156.94
08/16	08/04/2016	52586	10116	Tesei Petroleum Inc.	Diesel fuel for Public Works	305-3620-0000-320	590.38
Total 52586:							590.38
08/16	08/04/2016	52587	10356	TransUnion LLC	Basic Service Charge 5/26/16-6/25/16	420-4810-0000-336	76.00
Total 52587:							76.00
08/16	08/04/2016	52588	10626	Valley Animal Hospital	K9 Vet Care for Warco	100-2805-0000-324	660.93
Total 52588:							660.93
08/16	08/04/2016	52589	10756	Verizon Wireless	Cellular Phones for 5/24/16-6/23/16	325-3705-0000-310	280.48
08/16	08/04/2016	52589	10756	Verizon Wireless	Cellular Phones for 6/10/16-7/9/16	602-1715-0000-310	100.26
08/16	08/04/2016	52589	10756	Verizon Wireless	Cellular Phones for 6/10-7/9/16	220-3650-0000-310	266.02
08/16	08/04/2016	52589	10756	Verizon Wireless	Cellular Phones for 6/10/16-7/9/16	100-4805-0000-310	11.93
08/16	08/04/2016	52589	10756	Verizon Wireless	Cellular Phones for 6/10/16-7/9/16	100-4805-0000-310	47.34
Total 52589:							682.17
08/16	08/04/2016	52590	12327	Watch Guard Video	DVD for Evidence and sleeve	100-2610-0000-301	347.76
Total 52590:							347.76

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice GL Account	Check Amount
08/16	08/04/2016	52591	11381	Zoom Imaging Solutions, Inc.	copier maintenance- Fire Dept	602-1715-0000-301	35.62
		Total 52591:					35.62
08/16	08/04/2016	52592	166	Administrative Solutions, Inc	COBRA Administration For June 2016	702-0100-0000-023	46.85
		Total 52592:					46.85
08/16	08/04/2016	52593	12181	American Fidelity	Section 125 for August 2016	702-0100-0000-023	1,245.82
		Total 52593:					1,245.82
08/16	08/04/2016	52594	1111	Blue Shield of California	Health Insurance for August 2016	702-0100-0000-023	35,117.29
		Total 52594:					35,117.29
08/16	08/04/2016	52595	2066	Chicago Title		415-4815-0000-335	891.95
		Total 52595:					891.95
08/16	08/04/2016	52596	2136	Chowchilla Employees Assn.	Employee Contribution	702-0200-0000-040	50.00
		Total 52596:					50.00
08/16	08/04/2016	52597	12408	Chowchilla Mid-Management	Employee Contributions	702-0200-0000-040	213.50
		Total 52597:					213.50
08/16	08/04/2016	52598	2166	Chowchilla Office	Employee Contributions	702-0200-0000-040	156.00
		Total 52598:					156.00
08/16	08/04/2016	52599	2171	Chowchilla Peace Officers	Employee Contribution	702-0200-0000-040	860.00
		Total 52599:					860.00
08/16	08/04/2016	52600	8521	David Riviere	Chief's Executive Conference in Pismo	100-2610-0000-305	224.00

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice GL Account	Check Amount
Total 52600:							224.00
08/16	08/04/2016	52601	3836	Fitness Peak	Employee Contribution	702-0200-0000-040	157.50
Total 52601:							157.50
08/16	08/04/2016	52602	11475	Goldfarb & Lipman LLP	Legal Fees for Greenhills Holding Litagation	956-9950-0000-335	232.00
Total 52602:							232.00
08/16	08/04/2016	52603	12919	H.O. Tires	Tires for Fire Truck	100-2705-0000-320	568.38
Total 52603:							568.38
08/16	08/04/2016	52604	12373	Jordan Mitchell	Advanced Dispatcher Training	100-2610-0000-305	24.00
Total 52604:							24.00
08/16	08/04/2016	52605	11944	Madera County Recorders Office	Lien Release for #2010032914	100-1600-0000-849	13.00
08/16	08/04/2016	52605	11944	Madera County Recorders Office	Lien Release for #2010032915	100-1600-0000-849	13.00
08/16	08/04/2016	52605	11944	Madera County Recorders Office	Lien Release for #2010032916	100-1600-0000-849	13.00
08/16	08/04/2016	52605	11944	Madera County Recorders Office	Lien Release for #2010032918	100-1600-0000-849	13.00
08/16	08/04/2016	52605	11944	Madera County Recorders Office	Lien Release for #2012031215	100-1600-0000-849	13.00
08/16	08/04/2016	52605	11944	Madera County Recorders Office	Lien Release for #2014018185	100-1600-0000-849	13.00
08/16	08/04/2016	52605	11944	Madera County Recorders Office	Lien Release for #2014026749	100-1600-0000-849	13.00
08/16	08/04/2016	52605	11944	Madera County Recorders Office	Lien Release for #20150022496	100-1600-0000-849	13.00
08/16	08/04/2016	52605	11944	Madera County Recorders Office	Lien Release #2015016705	100-1600-0000-849	13.00
08/16	08/04/2016	52605	11944	Madera County Recorders Office	Lien Release for #2015022492	100-1600-0000-849	13.00
08/16	08/04/2016	52605	11944	Madera County Recorders Office	Lien Release for 2015022494	100-1600-0000-849	13.00
08/16	08/04/2016	52605	11944	Madera County Recorders Office	Lien Release for #2015022495	100-1600-0000-849	13.00
Total 52605:							156.00
08/16	08/04/2016	52606	11541	Meyers Nave	Legal Services for Chowchilla VS Madera County	100-1615-0000-335	2,152.22
Total 52606:							2,152.22
08/16	08/04/2016	52607	7176	Myers Stevens & Toohey & Co In	PD Disability Insurance for August 2016	100-2615-0000-341	494.50

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice GL Account	Check Amount
Total 52607:							494.50
08/16	08/04/2016	52608	8031	Principal Financial Group	Dental Insurance for August 2016	702-0100-0000-023	5,772.32
Total 52608:							5,772.32
08/16	08/04/2016	52609	12044	U.S. Bank (PARS)	Employee Contributions	702-0200-0000-040	360.84
Total 52609:							360.84
08/16	08/04/2016	52610	10571	US BANK (I.M.P.A.C. CAL-CARD)	Cal Card Expenses	100-2610-0000-305	18.10
08/16	08/04/2016	52610	10571	US BANK (I.M.P.A.C. CAL-CARD)	Postage for Plans	100-1705-0000-300	181.45
08/16	08/04/2016	52610	10571	US BANK (I.M.P.A.C. CAL-CARD)	Skype monthly fee	100-1710-0000-301	401.99
Total 52610:							601.54
08/16	08/04/2016	52611	12016	Vision Service Plan - (CA)	Vision Service for August 2016	702-0100-0000-023	645.06
Total 52611:							645.06
08/16	08/29/2016	52612	6	3T Equipment Company	Sewer Truck Repairs	215-5705-0000-301	.00 V
Total 52612:							.00
08/16	08/15/2016	52613	16	A & R Refrigeration	A/C repairs at the Corp Yard Office	205-7605-0000-315	175.40
Total 52613:							175.40
08/16	08/15/2016	52614	421	AmeriPride	Supplies for Public Works	305-3620-0000-315	76.48
08/16	08/15/2016	52614	421	AmeriPride	Supplies for Public works	305-3620-0000-315	247.28
08/16	08/15/2016	52614	421	AmeriPride	mats for Civic Center	100-1705-0000-315	53.37
08/16	08/15/2016	52614	421	AmeriPride	Supplies for Public Works	305-3620-0000-315	210.92
08/16	08/15/2016	52614	421	AmeriPride	Supplies for Public Works	305-3620-0000-315	134.61
08/16	08/15/2016	52614	421	AmeriPride	Services at the Senior center	100-6615-0000-315	15.89
08/16	08/15/2016	52614	421	AmeriPride	Supplies for Animal Shelter	100-2805-0000-315	66.25
08/16	08/15/2016	52614	421	AmeriPride	mats for Civic Center	100-1705-0000-315	53.37

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice GL Account	Check Amount
Total 52614:							858.17
08/16	08/15/2016	52615	526	Applied Industrial Tech	Supplies for Sewer Plant	215-5705-0000-317	13.89
Total 52615:							13.89
08/16	08/15/2016	52616	12493	Baker Supplies and Repairs	Repairs to the Cut off saw	305-3620-0000-301	124.66
08/16	08/15/2016	52616	12493	Baker Supplies and Repairs	Repairs to the pole saw	100-6620-0000-301	99.10
Total 52616:							223.76
08/16	08/15/2016	52617	12922	Briones, David & Catalina	deposit refund for 2030 Sorrento	205-0200-0000-043	123.57
Total 52617:							123.57
08/16	08/15/2016	52618	1281	BSK Associates	Waste Water Testing	215-5705-0000-350	65.00
08/16	08/15/2016	52618	1281	BSK Associates	Water Dept testing	205-7605-0000-350	168.00
08/16	08/15/2016	52618	1281	BSK Associates	Open PO for Weekly Water test- Water Dept- 2016-17 budget year	205-7605-0000-350	520.00
Total 52618:							753.00
08/16	08/15/2016	52619	1781	Caselle, Inc.	hourly support July 2016	602-1715-0000-302	230.00
Total 52619:							230.00
08/16	08/15/2016	52620	1856	CDW Government, Inc.	Quantum data cart	602-1715-0000-302	138.73
08/16	08/15/2016	52620	1856	CDW Government, Inc.	Power adapters and USB cable	602-1715-0000-302	330.78
Total 52620:							469.51
08/16	08/15/2016	52621	12371	Central Valley Plumbing Repair Service	water line hook up	601-3615-0000-315	187.42
Total 52621:							187.42
08/16	08/15/2016	52622	2046	Chem Quip	Water Dept/Chemicals (Chlorine)	205-7605-0000-346	1,104.43
Total 52622:							1,104.43

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice GL Account	Check Amount
08/16	08/15/2016	52623	2096	Chowchilla Auto Body Work	Repair right front door and fender per estimate	100-2705-0000-320	3,698.78
Total 52623:							3,698.78
08/16	08/15/2016	52624	2131	Chowchilla Dolt Best	Supplies for the Parks dept	100-6620-0000-317	23.85
08/16	08/15/2016	52624	2131	Chowchilla Dolt Best	Safety Supplies / Parks dept	100-6620-0000-302	58.62
08/16	08/15/2016	52624	2131	Chowchilla Dolt Best	supplies for IT	602-1715-0000-302	35.63
08/16	08/15/2016	52624	2131	Chowchilla Dolt Best	Bushings for Parks	100-6620-0000-317	4.18
08/16	08/15/2016	52624	2131	Chowchilla Dolt Best	Supplies for the Street Dept	305-3620-0000-317	2.51
08/16	08/15/2016	52624	2131	Chowchilla Dolt Best	Supplies for the parks dept	100-6620-0000-315	37.23
08/16	08/15/2016	52624	2131	Chowchilla Dolt Best	Supplies for the Streets Dept	305-3620-0000-317	45.88
08/16	08/15/2016	52624	2131	Chowchilla Dolt Best	Supplies for the Parks Dept	100-6620-0000-315	2.73
Total 52624:							210.63
08/16	08/15/2016	52625	2246	City National Bank	Lease #00-023B Streets Acct# 645094/note# 00232	915-9915-0000-403	133,441.20
Total 52625:							133,441.20
08/16	08/15/2016	52626	2756	D & R Door Service	Repair PD Dept Roll up Doors	100-2610-0000-315	327.00
Total 52626:							327.00
08/16	08/15/2016	52627	12643	David Leonard Associates	July Rancho Calera Services (Reimbursed)	701-0200-0000-042	225.00
Total 52627:							225.00
08/16	08/15/2016	52628	3676	Ewing Irrigation Products Inc.	Supplies for the parks dept	100-6620-0000-317	209.64
08/16	08/15/2016	52628	3676	Ewing Irrigation Products Inc.	Irrigation repair parts for the Parks Dept	100-6620-0000-317	253.88
Total 52628:							463.52
08/16	08/15/2016	52629	3711	Farmers Hardware	Supplies for the Parks Dept	100-6620-0000-317	9.71
08/16	08/15/2016	52629	3711	Farmers Hardware	Supplies for the Streets Dept	305-3620-0000-317	.70
08/16	08/15/2016	52629	3711	Farmers Hardware	Supplies for the WWTP	215-5705-0000-317	1.61
08/16	08/15/2016	52629	3711	Farmers Hardware	Supplies for the Parks Dept	100-6620-0000-317	35.02
Total 52629:							47.04

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice GL Account	Check Amount
08/16	08/15/2016	52630	12212	Fastenal Company	Supplies for the Streets dept	305-3620-0000-317	67.40
Total 52630:							67.40
08/16	08/15/2016	52631	3736	Ferguson Enterprises, Inc.	Water line repair parts/ Water Dept	205-7605-0000-317	651.96
08/16	08/15/2016	52631	3736	Ferguson Enterprises, Inc.	Water line repair parts/ Water Dept	205-7605-0000-317	855.82
08/16	08/15/2016	52631	3736	Ferguson Enterprises, Inc.	Drinking fountain repair parts/ Parks Dept	100-6620-0000-315	138.14
Total 52631:							1,645.92
08/16	08/15/2016	52632	3846	Fitzpatrick, Terrence	Deposit Refund for 6663 Desert Springs	205-0200-0000-043	53.06
08/16	08/15/2016	52632	3846	Fitzpatrick, Terrence	refund of overpayment for 6663 Desert Springs	205-7605-0000-876	48.52
Total 52632:							101.58
08/16	08/15/2016	52633	5006	Hi-Tech Emergency Vehicle	Repair Eng 6 Aux Pump	100-2705-0000-320	5,282.32
Total 52633:							5,282.32
08/16	08/15/2016	52634	5036	Holiday Pools, Inc.	refund bond 15150 Torrey Pines permit# 15-029	100-0200-0000-042	500.00
Total 52634:							500.00
08/16	08/15/2016	52635	12225	Home Depot Credit Services	Drill Batteries for Water Dept	205-7605-0000-320	520.39
Total 52635:							520.39
08/16	08/15/2016	52636	11469	Intellipay, Inc.	Credit Card Transactions Fees	205-1720-0000-302	61.00
Total 52636:							61.00
08/16	08/15/2016	52637	12923	Johnson, Steve	deposit refund for 1312 Lake	205-0200-0000-043	74.33
Total 52637:							74.33
08/16	08/15/2016	52638	5996	Liebert Cassidy Whitmore	ERC membership and subsription	100-1705-0000-336	2,345.50
Total 52638:							2,345.50

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice GL Account	Check Amount
08/16	08/15/2016	52639	6191	Mace Pest Control	pest control Civic Center	100-1705-0000-315	215.00
Total 52639:							215.00
08/16	08/15/2016	52640	6271	Madera County Economic	1st QTR appropriation FY 16/17	425-4950-0000-336	7,991.25
Total 52640:							7,991.25
08/16	08/15/2016	52641	12166	Merced Transportation	CATX/CATLinX service July 2016	325-3705-0000-336	16,053.35
Total 52641:							16,053.35
08/16	08/15/2016	52642	12282	Mid Valley Disposal Inc.	Disposal Services for Corp yard bins	210-5605-0000-350	395.98
08/16	08/15/2016	52642	12282	Mid Valley Disposal Inc.	rent	100-1712-0000-800	53,501.66
Total 52642:							53,897.64
08/16	08/15/2016	52643	6881	MidLand Tractor	Emergency Repair to WWTP Tractor	215-5705-0000-320	1,233.64
Total 52643:							1,233.64
08/16	08/15/2016	52644	6966	Mobile Communications Inc.	Monthly Repeater Rental	325-3705-0000-301	72.00
Total 52644:							72.00
08/16	08/15/2016	52645	12920	Moss, Shannon	refund of overpayment on 108 Autumn	205-7605-0000-876	113.48
Total 52645:							113.48
08/16	08/15/2016	52646	7281	NBS Government Finance	chowchilla-DM : tax roll removal	540-4830-0000-336	42.00
Total 52646:							42.00
08/16	08/15/2016	52647	12214	NR Cleaning Services	Open PO for Janitorial Service/ Senior center	100-6615-0000-315	2,460.00
Total 52647:							2,460.00
08/16	08/15/2016	52648	12429	O'Dell Engineering	Robertson & 11th Project	305-3620-0000-660	9,039.00

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice GL Account	Check Amount
Total 52648:							9,039.00
08/16	08/15/2016	52649	7516	Office Depot	supplies for Finance	100-1720-0000-300	91.11
08/16	08/15/2016	52649	7516	Office Depot	index for budget	100-1720-0000-300	52.09
Total 52649:							143.20
08/16	08/15/2016	52650	12330	Pacific Plan Review Inc	Plan Check 8760 Laguna perm# 16-0192	100-4805-0000-337	225.00
08/16	08/15/2016	52650	12330	Pacific Plan Review Inc	Plan Check 14165 Spyglass perm#16-0202	100-4805-0000-337	225.00
08/16	08/15/2016	52650	12330	Pacific Plan Review Inc	Plan Check 14255 Spyglass perm#16-0206	100-4805-0000-337	225.00
08/16	08/15/2016	52650	12330	Pacific Plan Review Inc	Plan Check 9750 Heatherhearth perm# 16-0215	100-4805-0000-337	225.00
08/16	08/15/2016	52650	12330	Pacific Plan Review Inc	Plan Check 12055 Pheasant Run perm# 16-0220	100-4805-0000-337	225.00
08/16	08/15/2016	52650	12330	Pacific Plan Review Inc	Plan Check 5280 Camelback perm# 16-0227	100-4805-0000-337	225.00
08/16	08/15/2016	52650	12330	Pacific Plan Review Inc	Plan Check 112 Cedar perm# 16-0235	100-4805-0000-337	225.00
08/16	08/15/2016	52650	12330	Pacific Plan Review Inc	Plan Checking 516 Cherry perm#16-0222	100-4805-0000-337	895.97
Total 52650:							2,470.97
08/16	08/15/2016	52651	12924	Perez, David	deposit refund for 1505 Roosevelt	205-0200-0000-043	38.45
Total 52651:							38.45
08/16	08/15/2016	52652	7966	Platt Electrical Supply	Supplies for Veterans Park	100-6620-0000-315	54.14
08/16	08/15/2016	52652	7966	Platt Electrical Supply	Parts for Well #14	205-7605-0000-317	12.23
Total 52652:							66.37
08/16	08/15/2016	52653	10176	Presort Center of Fresno, LLC	Delinquent notices July 2016	215-1720-0000-336	262.00
08/16	08/15/2016	52653	10176	Presort Center of Fresno, LLC	Monthly Utility bills/newsletter for July 2016	215-1720-0000-336	2,154.12
Total 52653:							2,416.12
08/16	08/15/2016	52654	12921	Ragsdale, Bob	deposit refund for 650 S 15th St	205-0200-0000-043	92.31
Total 52654:							92.31
08/16	08/15/2016	52655	8796	S & W Auto Parts Inc.	Parts for Unit #63	205-7605-0000-320	21.44
08/16	08/15/2016	52655	8796	S & W Auto Parts Inc.	Supplies for the Streets Dept	305-3620-0000-301	15.65

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice GL Account	Check Amount
08/16	08/15/2016	52655	8796	S & W Auto Parts Inc.	Parts for Unit #63	305-3620-0000-320	24.82
08/16	08/15/2016	52655	8796	S & W Auto Parts Inc.	Supplies for the Streets Dept	305-3620-0000-301	53.97
08/16	08/15/2016	52655	8796	S & W Auto Parts Inc.	supplies for City garage	601-3615-0000-321	49.12
08/16	08/15/2016	52655	8796	S & W Auto Parts Inc.	supplies for shop	601-3615-0000-321	17.26
08/16	08/15/2016	52655	8796	S & W Auto Parts Inc.	Parts for unit #104	215-5705-0000-320	7.02
08/16	08/15/2016	52655	8796	S & W Auto Parts Inc.	Supplies for the Water Dept	205-7605-0000-320	20.50
08/16	08/15/2016	52655	8796	S & W Auto Parts Inc.	supplies for Engine 6	100-2705-0000-320	1.45
Total 52655:							211.23
08/16	08/15/2016	52656	9206	Self Help Enterprises	general Admin RE & HB	416-4814-0000-333	4,104.00
08/16	08/15/2016	52656	9206	Self Help Enterprises	Loan Portfolio Mgmt Services - RDA	956-9950-0000-336	1,744.00
Total 52656:							5,848.00
08/16	08/15/2016	52657	12213	SolarWinds	Discount	602-1715-0000-302	3,035.50
Total 52657:							3,035.50
08/16	08/15/2016	52658	9376	Sparkletts	Supplies for the WWTP	215-5705-0000-315	41.06
Total 52658:							41.06
08/16	08/15/2016	52659	9641	Spider Guy Pest Control	Pest Control at the Animal Shelter	100-2805-0000-315	23.75
Total 52659:							23.75
08/16	08/15/2016	52660	9951	T & T Pavement Markings &	Street paint for the Streets dept	305-3620-4000-317	335.99
Total 52660:							335.99
08/16	08/15/2016	52661	10116	Tesei Petroleum Inc.	Fuel for 7/11/16-7/20/2016	325-3705-0000-320	2,291.36
08/16	08/15/2016	52661	10116	Tesei Petroleum Inc.	Fuel for 7/21/2016-7/31/2016	325-3705-0000-320	2,148.42
08/16	08/15/2016	52661	10116	Tesei Petroleum Inc.	Fuel for 8/1/16-8/10/2016	325-3705-0000-320	2,027.39
Total 52661:							6,467.17
08/16	08/15/2016	52662	10131	TF Tire & Service	Tire for Unit #103	305-3620-0000-301	224.80

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice GL Account	Check Amount
Total 52662:							224.80
08/16	08/15/2016	52663	11537	Toshiba Financial Services	Copier Lease 8/15/16-9/14/16	602-1715-0000-408	599.75
Total 52663:							599.75
08/16	08/15/2016	52664	10356	TransUnion LLC	Basic Service Charge/Credit Checks	420-4810-0000-336	76.00
Total 52664:							76.00
08/16	08/15/2016	52665	10506	Underground Service Alert	Annual membership/ Public Services	205-7605-0000-345	364.36
Total 52665:							364.36
08/16	08/15/2016	52666	12325	US Bank National Association	Admin Fees 7/1/16-6/30/17	800-8850-0000-336	2,310.00
Total 52666:							2,310.00
08/16	08/15/2016	52667	10756	Verizon Wireless	Cell Phones for PD 6/10-7/9/16	100-2615-0000-310	1,071.51
Total 52667:							1,071.51
08/16	08/15/2016	52668	10911	Vulcan Materials	Street Patching Materials/ Streets Dept	305-3620-4000-318	468.40
Total 52668:							468.40
08/16	08/15/2016	52669	11306	Zalreich Chemical Company, Inc	Purchase a tote of Polymer chemical for the WWTP	215-5705-0000-315	3,856.31
Total 52669:							3,856.31
08/16	08/15/2016	52670	12406	Zen Fire & Safety	Freight	100-2705-0000-302	6,167.14
Total 52670:							6,167.14
08/16	08/15/2016	52671	11381	Zoom Imaging Solutions, Inc.	PD Copier Usage	602-1715-0000-301	95.04
08/16	08/15/2016	52671	11381	Zoom Imaging Solutions, Inc.	Copier Usage Contract - Fire	602-1715-0000-301	35.62

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice GL Account	Check Amount
Total 52671:							130.66
08/16	08/15/2016	52672	421	AmeriPride	Mats & Uniforms for Fleet	601-3615-0000-315	32.01
08/16	08/15/2016	52672	421	AmeriPride	Mats & Uniforms for Fleet	601-3615-0000-315	30.00
08/16	08/15/2016	52672	421	AmeriPride	Uniforms & Mats for Fleet	601-3615-0000-315	32.01
Total 52672:							94.02
08/16	08/15/2016	52673	8081	PROtech Security & Electronics	City Garage - Annual Monitoring 9/2016-9/2017	601-3615-0000-315	444.60
08/16	08/15/2016	52673	8081	PROtech Security & Electronics	Amador Lift - Annual Monitoring 9/2016-9/2017	215-5705-0000-315	456.00
08/16	08/15/2016	52673	8081	PROtech Security & Electronics	Fire Station - Annual Monitoring 9/2016-9/2017	100-2705-0000-315	660.00
08/16	08/15/2016	52673	8081	PROtech Security & Electronics	Madera Social Svc - Annual Monitoring 9/2016-9/2017	100-1712-0000-315	660.00
08/16	08/15/2016	52673	8081	PROtech Security & Electronics	Old Library - Annual Monitoring 9/2016-9/2017	956-9950-0000-336	564.00
08/16	08/15/2016	52673	8081	PROtech Security & Electronics	11th & Colusa - Annual Monitoring 9/2016-9/2017	215-5705-0000-315	456.00
08/16	08/15/2016	52673	8081	PROtech Security & Electronics	Senior Center - Annual Monitoring 9/2016-9/2017	100-6615-0000-315	444.00
08/16	08/15/2016	52673	8081	PROtech Security & Electronics	Lift Station - Annual Monitoring 9/2016-9/2017	215-5705-0000-315	456.00
08/16	08/15/2016	52673	8081	PROtech Security & Electronics	WWTP- Annual Monitoring	215-5705-0000-315	948.00
08/16	08/15/2016	52673	8081	PROtech Security & Electronics	S&L Center - Annual Monitoring 9/2016-9/2017	100-6620-0000-315	444.00
08/16	08/15/2016	52673	8081	PROtech Security & Electronics	WWTP Annual Monitoring 9/16-9/17	215-5705-0000-315	444.60
08/16	08/15/2016	52673	8081	PROtech Security & Electronics	Well #10 - Annual Monitoring 9/2016-9/2017	205-7605-0000-317	456.00
08/16	08/15/2016	52673	8081	PROtech Security & Electronics	Civic Center Annual Monitoring 9/16-9/14	100-1705-0000-315	840.00
08/16	08/15/2016	52673	8081	PROtech Security & Electronics	Well #11 - Annual Monitoring 9/2016-9/2017	205-7605-0000-317	456.00
08/16	08/15/2016	52673	8081	PROtech Security & Electronics	Police Department - Annual Monitoring 9/2016-9/2017	100-2610-0000-315	312.00
Total 52673:							8,041.20
08/16	08/15/2016	52674	9791	Steves Chevrolet of Chowchilla	New vehicle purchase of used unit 41	100-2610-0000-504	2,600.35
Total 52674:							2,600.35
08/16	08/15/2016	52675	12733	Brian Haddix	Mileage from Home to Meeting W/ Precision Engineering	100-1710-0000-307	5.89
08/16	08/15/2016	52675	12733	Brian Haddix	Mileage for meeting with Tom Richard @ Fresno Starbucks re HSR	100-1710-0000-307	6.80
08/16	08/15/2016	52675	12733	Brian Haddix	Mileage from Home to Chowchilla for Special Meeting	100-1710-0000-307	42.66
08/16	08/15/2016	52675	12733	Brian Haddix	Mileage to Meeting w/Tom Richards RE HSR	100-1710-0000-307	6.75
08/16	08/15/2016	52675	12733	Brian Haddix	High Speed Rail Meeting In Sacramento	100-1710-0000-307	878.36
Total 52675:							940.46

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice GL Account	Check Amount
08/16	08/15/2016	52676	12618	Craig Locke	Mileage from Home to City for Special Meeting	100-1710-0000-307	164.70
Total 52676:							164.70
08/16	08/15/2016	52677	12379	Daniel Denny	Homicide Class	100-2610-0000-305	1,237.40
Total 52677:							1,237.40
08/16	08/15/2016	52678	12918	Jose Lara	Reimbursement for Grade 1 Cert fees	215-5705-0000-305	170.00
Total 52678:							170.00
08/16	08/15/2016	52679	5861	Law and Associates	Background Investigations for Dunn	100-2610-0000-306	1,200.00
Total 52679:							1,200.00
08/16	08/15/2016	52680	11944	Madera County Records Office	Release Lien #2016007674	100-1600-0000-849	13.00
Total 52680:							13.00
08/16	08/15/2016	52681	12482	Michael Chambers	Homicide Class	100-2610-0000-305	1,147.40
Total 52681:							1,147.40
08/16	08/15/2016	52682	11479	Ryan Hunter	Per Diem for Advanced Dispatcher Training	100-2610-0000-305	24.00
Total 52682:							24.00
08/16	08/15/2016	52683	11640	TotalFunds By Hasler	Postage for Postage Meter	100-1705-0000-300	500.00
Total 52683:							500.00
08/16	08/15/2016	52684	10571	US BANK (I.M.P.A.C. CAL-CARD)	Cleaning Supplies for PD	100-2610-0000-315	1,749.53
08/16	08/15/2016	52684	10571	US BANK (I.M.P.A.C. CAL-CARD)	Supplies for Notary	100-2610-0000-300	577.48
08/16	08/15/2016	52684	10571	US BANK (I.M.P.A.C. CAL-CARD)	Drive Line Service for Unit #122	215-5705-0000-301	612.24
08/16	08/15/2016	52684	10571	US BANK (I.M.P.A.C. CAL-CARD)	Hotel for W. Ahmed for ICSC Las Vegas	100-1605-0000-307	600.32
08/16	08/15/2016	52684	10571	US BANK (I.M.P.A.C. CAL-CARD)	Hotel for D. Denny	100-2610-0000-305	653.24
08/16	08/15/2016	52684	10571	US BANK (I.M.P.A.C. CAL-CARD)	Membership to IPM	100-1710-0000-307	568.81
08/16	08/15/2016	52684	10571	US BANK (I.M.P.A.C. CAL-CARD)	Lunch for Law Enforcement Leaders Lunch	100-2610-0000-307	39.24

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice GL Account	Check Amount
08/16	08/15/2016	52684	10571	US BANK (I.M.P.A.C. CAL-CARD)	Antenna for 2015 Ford Explorer	100-2610-0000-320	1,125.37
Total 52684:							5,926.23
08/16	08/18/2016	52685	12181	American Fidelity	Insurance Premiums for September 2016	702-0100-0000-023	1,245.82
Total 52685:							1,245.82
08/16	08/18/2016	52686	2136	Chowchilla Employees Assn.	Employee Contribution	702-0200-0000-040	50.00
Total 52686:							50.00
08/16	08/18/2016	52687	12408	Chowchilla Mid-Management	Employee Contributions	702-0200-0000-040	213.50
Total 52687:							213.50
08/16	08/18/2016	52688	2166	Chowchilla Office	Employee Contributions	702-0200-0000-040	182.00
Total 52688:							182.00
08/16	08/18/2016	52689	2171	Chowchilla Peace Officers	Employee Contribution	702-0200-0000-040	946.00
Total 52689:							946.00
08/16	08/18/2016	52690	3066	Department of Transportation	Signal & Lighting fee April - June 2015	305-3620-0000-317	2,638.56
Total 52690:							2,638.56
08/16	08/18/2016	52691	3836	Fitness Peak	Employee Contribution	702-0200-0000-040	157.50
Total 52691:							157.50
08/16	08/18/2016	52692	12165	Maureen Kane & Associates, Inc	Technical Training for Clerks for S. Weaver	100-1710-0000-305	1,600.00
Total 52692:							1,600.00
08/16	08/18/2016	52693	11772	PARS	PARS Administration for June 2016	215-5705-0000-206	424.48

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice GL Account	Check Amount
Total 52693:							424.48
08/16	08/18/2016	52694	12925	Stacy Weaver	Per Diem for Clerks 200 Training	100-1710-0000-305	471.13
Total 52694:							471.13
08/16	08/18/2016	52695	11640	TotalFunds By Hasler	Postage for Postage Meter	100-1705-0000-300	1,000.00
Total 52695:							1,000.00
08/16	08/18/2016	52696	12044	U.S. Bank (PARS)	Employee Contributions	702-0200-0000-040	134.64
Total 52696:							134.64
08/16	08/18/2016	52697	10571	US BANK (I.M.P.A.C. CAL-CARD)	Travel for City Administrator	100-1710-0000-307	38.98
08/16	08/18/2016	52697	10571	US BANK (I.M.P.A.C. CAL-CARD)	Smartsheet Subscription	100-1710-0000-307	540.00
08/16	08/18/2016	52697	10571	US BANK (I.M.P.A.C. CAL-CARD)	Late Fee for July	100-1610-0000-307	17.33
08/16	08/18/2016	52697	10571	US BANK (I.M.P.A.C. CAL-CARD)	CWEA Association membership	205-7605-0000-307	196.00
08/16	08/18/2016	52697	10571	US BANK (I.M.P.A.C. CAL-CARD)	The Sandlot Movie	100-6625-0000-336	3,750.43
08/16	08/18/2016	52697	10571	US BANK (I.M.P.A.C. CAL-CARD)	Tools for the Parks Dept	100-6620-0000-320	139.32
08/16	08/18/2016	52697	10571	US BANK (I.M.P.A.C. CAL-CARD)	Network Time Servers	602-1715-0000-302	311.99
Total 52697:							4,994.05
08/16	08/30/2016	52698	331	Allen, Daryl	deposit refund for 1104 Humboldt	205-0200-0000-043	8.58
Total 52698:							8.58
08/16	08/30/2016	52699	12927	Alvarez, Michael	deposit refund for 104 Phillip	205-0200-0000-043	25.34
Total 52699:							25.34
08/16	08/30/2016	52700	421	AmeriPride	Mats for PD	100-2610-0000-315	33.37
08/16	08/30/2016	52700	421	AmeriPride	Supplies for the Senior Center	100-6615-0000-300	34.04
08/16	08/30/2016	52700	421	AmeriPride	Uniforms & Mats for Fleet	601-3615-0000-315	30.00
08/16	08/30/2016	52700	421	AmeriPride	Supplies for Public Works	305-3620-0000-315	91.32
08/16	08/30/2016	52700	421	AmeriPride	Uniforms & Mats for Fleet	601-3615-0000-315	32.01
08/16	08/30/2016	52700	421	AmeriPride	Supplies for the WWTP	215-5705-0000-315	15.89

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice GL Account	Check Amount
08/16	08/30/2016	52700	421	AmeriPride	mats for Civic Center	100-1705-0000-315	53.37
08/16	08/30/2016	52700	421	AmeriPride	mats for pd	100-2610-0000-315	33.37
08/16	08/30/2016	52700	421	AmeriPride	Supplies for the Senior Center	100-6615-0000-315	34.04
Total 52700:							357.41
08/16	08/30/2016	52701	446	Anderson Pump Co	Supplies for the Water Dept	205-7605-0000-317	1.85
08/16	08/30/2016	52701	446	Anderson Pump Co	Repairs to Well #11	205-7605-0000-317	95.00
Total 52701:							96.85
08/16	08/30/2016	52702	646	AT & T	AT&T Telephone 6/20-7/19/16	602-1715-0000-310	369.62
08/16	08/30/2016	52702	646	AT & T	AT&T Telephone 6/24-7/23/16	602-1715-0000-310	1,163.92
Total 52702:							1,533.54
08/16	08/30/2016	52703	691	A-Z Bus Sales Inc.	part for bus#22	325-3705-0000-320	93.23
Total 52703:							93.23
08/16	08/30/2016	52704	12493	Baker Supplies and Repairs	Purchase Edger for the parks Dept	100-6620-0000-301	755.99
08/16	08/30/2016	52704	12493	Baker Supplies and Repairs	Purchase Blower for the parks dept	100-6620-0000-301	475.19
Total 52704:							1,231.18
08/16	08/30/2016	52705	12930	Billock, Julie	deposit refund for 4290 Blackhawk	205-0200-0000-043	119.80
Total 52705:							119.80
08/16	08/30/2016	52706	12447	Blue Line Rental	Equipment rental for pump installation	220-3650-0000-317	426.32
08/16	08/30/2016	52706	12447	Blue Line Rental	Equipement rental for storm drain cleaning	220-3650-0000-317	245.66
Total 52706:							671.98
08/16	08/30/2016	52707	1281	BSK Associates	Open PO for Weekly Water tests- WWTP- 2016-17 budget year	215-5705-0000-350	952.00
08/16	08/30/2016	52707	1281	BSK Associates	Open PO for Weekly Water tests- WWTP- 2016-17 budget year	215-5705-0000-350	65.00
08/16	08/30/2016	52707	1281	BSK Associates	Open PO for Weekly Water test- Water Dept- 2016-17 budget year	205-7605-0000-350	176.00
08/16	08/30/2016	52707	1281	BSK Associates	Open PO for Weekly Water test- Water Dept- 2016-17 budget year	205-7605-0000-350	850.00
08/16	08/30/2016	52707	1281	BSK Associates	Open PO for Weekly Water test- Water Dept- 2016-17 budget year	205-7605-0000-350	38.00

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice GL Account	Check Amount
08/16	08/30/2016	52707	1281	BSK Associates	Open PO for Weekly Water tests- WWTP- 2016-17 budget year	215-5705-0000-350	130.00
08/16	08/30/2016	52707	1281	BSK Associates	Open PO for Weekly Water test- Water Dept- 2016-17 budget year	205-7605-0000-350	340.00
08/16	08/30/2016	52707	1281	BSK Associates	Open PO for Weekly Water test- Water Dept- 2016-17 budget year	205-7605-0000-350	256.00
08/16	08/30/2016	52707	1281	BSK Associates	Open PO for Weekly Water tests- WWTP- 2016-17 budget year	215-5705-0000-350	65.00
08/16	08/30/2016	52707	1281	BSK Associates	Open PO for Weekly Water test- Water Dept- 2016-17 budget year	205-7605-0000-350	176.00
Total 52707:							3,048.00
08/16	08/30/2016	52708	12787	California Forensic Institute Inc.	pre employment exam	100-2610-0000-306	400.00
Total 52708:							400.00
08/16	08/30/2016	52709	12929	Carlton, Jordan	deposit refund for 1312 Sonoma	205-0200-0000-043	31.07
Total 52709:							31.07
08/16	08/30/2016	52710	12928	Carpenter, Ronald	deposit refund for 340 S 9th St	205-0200-0000-043	43.92
Total 52710:							43.92
08/16	08/30/2016	52711	12052	Central Valley Veterinary Clinic	euthanasia	100-2805-0000-324	40.00
08/16	08/30/2016	52711	12052	Central Valley Veterinary Clinic	Vet Care for Stray Animals	100-2805-0000-324	311.00
08/16	08/30/2016	52711	12052	Central Valley Veterinary Clinic	vet care	100-2805-0000-324	344.04
08/16	08/30/2016	52711	12052	Central Valley Veterinary Clinic	Vet Care for Stray Animals	100-2805-0000-324	223.05
Total 52711:							918.09
08/16	08/30/2016	52712	2046	Chem Quip	Open PO- 2016-17 budget year- Water Dept/Chemicals (Chlorine)	205-7605-0000-346	678.24
Total 52712:							678.24
08/16	08/30/2016	52713	2096	Chowchilla Auto Body Work	repair of mirror on unit	100-2610-0000-320	187.98
Total 52713:							187.98
08/16	08/30/2016	52714	2131	Chowchilla Dolt Best	offset pump and connector for shelter	100-2805-0000-315	45.88
08/16	08/30/2016	52714	2131	Chowchilla Dolt Best	A/C filters for the WWTP	215-5705-0000-315	7.11
08/16	08/30/2016	52714	2131	Chowchilla Dolt Best	Supplies for the WWTP	215-5705-0000-315	81.48
08/16	08/30/2016	52714	2131	Chowchilla Dolt Best	Supplies for the Streets dept	305-3620-4000-317	16.69

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice GL Account	Check Amount
08/16	08/30/2016	52714	2131	Chowchilla Dolt Best	Supplies for the Lions Shelter	100-6620-0000-315	9.50
08/16	08/30/2016	52714	2131	Chowchilla Dolt Best	Supplies for the Parks Dept	100-6620-0000-315	9.50
08/16	08/30/2016	52714	2131	Chowchilla Dolt Best	Supplies for the Parks Dept	100-6620-0000-315	7.54
08/16	08/30/2016	52714	2131	Chowchilla Dolt Best	A/C filters for the Senior Center	100-6615-0000-315	7.11
08/16	08/30/2016	52714	2131	Chowchilla Dolt Best	Supplies for the Parks Restrooms	100-6620-0000-315	9.03
08/16	08/30/2016	52714	2131	Chowchilla Dolt Best	Supplies for Ed Ray Park	100-6620-0000-315	12.95
08/16	08/30/2016	52714	2131	Chowchilla Dolt Best	Supplies for the Parks dept	100-6620-0000-315	37.57
08/16	08/30/2016	52714	2131	Chowchilla Dolt Best	Return parts	100-6620-0000-315	3.46-
Total 52714:							240.90
08/16	08/30/2016	52715	11412	Chowchilla News	yearly subscription	100-1710-0000-300	78.00
Total 52715:							78.00
08/16	08/30/2016	52716	2206	Chowchilla Volunteer Fire	2nd Quarter 2016 Attendance	100-2705-0000-305	1,266.00
Total 52716:							1,266.00
08/16	08/30/2016	52717	2211	Chowchilla Water District	2016/2017 water tax	100-1725-0000-346	30.00
08/16	08/30/2016	52717	2211	Chowchilla Water District	2016/2017 water tax	100-1725-0000-346	70.50
08/16	08/30/2016	52717	2211	Chowchilla Water District	2016/2017 water tax	100-1725-0000-346	121.50
08/16	08/30/2016	52717	2211	Chowchilla Water District	2016/2017 water tax	100-1725-0000-346	70.50
08/16	08/30/2016	52717	2211	Chowchilla Water District	2016/2017 water tax	330-3805-0000-346	406.50
08/16	08/30/2016	52717	2211	Chowchilla Water District	2016/2017 water tax	215-5705-0000-346	2,170.00
08/16	08/30/2016	52717	2211	Chowchilla Water District	2016/2017 water tax	215-5705-0000-346	60.00
08/16	08/30/2016	52717	2211	Chowchilla Water District	2016/2017 water tax	215-5705-0000-346	594.52
08/16	08/30/2016	52717	2211	Chowchilla Water District	2016/2017 water tax	215-5705-0000-346	35.10
08/16	08/30/2016	52717	2211	Chowchilla Water District	2016/2017 water tax	215-5705-0000-346	57.15
08/16	08/30/2016	52717	2211	Chowchilla Water District	2016/2017 water tax	215-5705-0000-346	917.66
08/16	08/30/2016	52717	2211	Chowchilla Water District	2016/2017 water tax	100-1725-0000-346	67.50
08/16	08/30/2016	52717	2211	Chowchilla Water District	2016/2017 water tax	956-9950-0000-346	1,628.64
08/16	08/30/2016	52717	2211	Chowchilla Water District	2016/2017 water tax	956-9950-0000-346	114.90
08/16	08/30/2016	52717	2211	Chowchilla Water District	2016/2017 water tax	220-3650-0000-346	184.65
08/16	08/30/2016	52717	2211	Chowchilla Water District	2016/2017 water tax	100-1725-0000-346	108.90
08/16	08/30/2016	52717	2211	Chowchilla Water District	2016/2017 water tax	800-8850-0000-346	10,540.00
08/16	08/30/2016	52717	2211	Chowchilla Water District	2016/2017 water tax	210-5605-0000-346	930.00
08/16	08/30/2016	52717	2211	Chowchilla Water District	2016/2017 water tax	210-5605-0000-346	96.00

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice GL Account	Check Amount
Total 52717:							18,204.02
08/16	08/30/2016	52718	12074	Comcast	comcast services to pd	100-2610-0000-315	13.27
08/16	08/30/2016	52718	12074	Comcast	Internet Services - 8/7-9/6/16	602-1715-0000-310	245.80
Total 52718:							259.07
08/16	08/30/2016	52719	3031	Department of Justice/Acc	Blood Alcohol Analysis	100-2610-0000-350	35.00
Total 52719:							35.00
08/16	08/30/2016	52720	3586	Ernest Packing Solutions-Fresn	Janitorial Supplies for City Facilities	100-1705-0000-315	275.60
Total 52720:							275.60
08/16	08/30/2016	52721	12932	Espinola, Joanne	services on 7/25/16	100-1710-0000-336	30.00
Total 52721:							30.00
08/16	08/30/2016	52722	3636	ETCH THIS! and That	retirement plaque- Acree	215-5705-0000-306	174.14
Total 52722:							174.14
08/16	08/30/2016	52723	11410	Executive Information Services	Support for 7/1/16-6/30/2017	602-1715-0000-302	7,500.00
Total 52723:							7,500.00
08/16	08/30/2016	52724	3701	Fabela, Laura	Deposit refund for 328 Rose	205-0200-0000-043	7.07
Total 52724:							7.07
08/16	08/30/2016	52725	3711	Farmers Hardware	Parts for Unit #366	305-3620-0000-301	123.69
08/16	08/30/2016	52725	3711	Farmers Hardware	Parts for Unit #366	305-3620-0000-301	39.34
08/16	08/30/2016	52725	3711	Farmers Hardware	Supplies for the Streets Dept	305-3620-0000-301	14.03
08/16	08/30/2016	52725	3711	Farmers Hardware	Supplies for the Parks Dept	100-6620-0000-317	62.65
08/16	08/30/2016	52725	3711	Farmers Hardware	Supplies for Ed Ray park	100-6620-0000-315	17.26
08/16	08/30/2016	52725	3711	Farmers Hardware	Parts for the sprayer at the WWTP	215-5705-0000-301	41.96
08/16	08/30/2016	52725	3711	Farmers Hardware	Parts for Unit #366	305-3620-0000-301	123.69

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice GL Account	Check Amount
08/16	08/30/2016	52725	3711	Farmers Hardware	Supplies for the Parks Dept	100-6620-0000-317	16.19
08/16	08/30/2016	52725	3711	Farmers Hardware	Supplies for the Garage	601-3615-0000-321	1.29
08/16	08/30/2016	52725	3711	Farmers Hardware	Safety Supplies/ WWTP	215-5705-0000-302	33.45
08/16	08/30/2016	52725	3711	Farmers Hardware	Supplies for the Water Dept	205-7605-0000-301	21.04
Total 52725:							494.59
08/16	08/30/2016	52726	12212	Fastenal Company	Safety Supplies/ WWTP	215-5705-0000-302	42.02
08/16	08/30/2016	52726	12212	Fastenal Company	Safety supplies/ parks Dept	100-6620-0000-302	18.58
08/16	08/30/2016	52726	12212	Fastenal Company	Safety supplies / Streets Dept	305-3620-0000-302	28.89
08/16	08/30/2016	52726	12212	Fastenal Company	Supplies for the Water Dept	205-7605-0000-302	26.47
08/16	08/30/2016	52726	12212	Fastenal Company	Safety Supplies / Parks Dept	100-6620-0000-302	29.33
Total 52726:							145.29
08/16	08/30/2016	52727	12454	Fiberlink Communications Corporation	Maas360 Mobile Device Management Service 3/2016 - 3/2017	602-1715-0000-302	1,485.00
Total 52727:							1,485.00
08/16	08/30/2016	52728	4561	Grainger	Confined space fan for the WWTP	215-5705-0000-317	381.52
Total 52728:							381.52
08/16	08/30/2016	52729	4616	Grover Landscape Services Inc.	Open PO 16/17 Budget year for Landscape Maint	310-3625-0000-316	2,535.00
Total 52729:							2,535.00
08/16	08/30/2016	52730	12319	Hang' Em High Suspended Ceilings	ceiling tiles for Civic Center	100-1705-0000-315	184.00
Total 52730:							184.00
08/16	08/30/2016	52731	12446	Healthwise Services	Service Sharps Kiosk	100-1705-0000-336	125.00
Total 52731:							125.00
08/16	08/30/2016	52732	5036	Holiday Pools, Inc.	Bond Refund for 599 Rosehill perm# 16-0166	100-0200-0000-042	500.00
Total 52732:							500.00

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice GL Account	Check Amount
08/16	08/30/2016	52733	12926	London Properties- Merced	deposit refund for 2490 Bella Corte	205-0200-0000-043	150.00
08/16	08/30/2016	52733	12926	London Properties- Merced	overpayment refund for 2490 Bella Corte	205-7605-0000-876	18.06
Total 52733:							168.06
08/16	08/30/2016	52734	6191	Mace Pest Control	Monthly service at Ed Ray Park	100-6620-0000-315	80.00
08/16	08/30/2016	52734	6191	Mace Pest Control	Pest control service at the palm Parkway LS	215-5705-0000-317	45.00
Total 52734:							125.00
08/16	08/30/2016	52735	12531	Madera County Fairmead Landfill	Disposal Services for July 2016	210-5605-0000-351	12,175.05
Total 52735:							12,175.05
08/16	08/30/2016	52736	6886	Mid-Valley Pipe & Steele, Inc	Parts for Unit #366	305-3620-0000-301	30.02
Total 52736:							30.02
08/16	08/30/2016	52737	7281	NBS Government Finance	delinquent installments- foreclosure fee	540-4830-0000-336	825.00
Total 52737:							825.00
08/16	08/30/2016	52738	11956	Occupational Health Centers of	employment physical	100-1710-0000-306	177.00
Total 52738:							177.00
08/16	08/30/2016	52739	7516	Office Depot	Credit for DVD's	100-2610-0000-300	9.48-
08/16	08/30/2016	52739	7516	Office Depot	Office Supplies for PD	100-2610-0000-300	234.87
08/16	08/30/2016	52739	7516	Office Depot	Office Supplies	205-7605-0000-300	14.03
08/16	08/30/2016	52739	7516	Office Depot	Supplies for SIU	100-2615-0000-300	56.07
08/16	08/30/2016	52739	7516	Office Depot	supplies for Admin	100-1710-0000-300	101.08
08/16	08/30/2016	52739	7516	Office Depot	paper for copy room	602-1715-0000-300	318.49
08/16	08/30/2016	52739	7516	Office Depot	supplies for Admin	100-1710-0000-300	180.72
08/16	08/30/2016	52739	7516	Office Depot	Office Supplies/ Public Works	215-5705-0000-300	18.63
08/16	08/30/2016	52739	7516	Office Depot	Cleaning Supplies for Animal Shelter	100-2805-0000-315	224.75
Total 52739:							1,139.16
08/16	08/30/2016	52740	7671	Pacific Gas & Electric	Gas & Electric for August 2016	100-1712-0000-315	99,966.28

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice GL Account	Check Amount
Total 52740:							99,966.28
08/16	08/30/2016	52741	12931	Pena, Jorge Sanchez	credit refund for 1305 Riverside	205-7605-0000-876	41.30
Total 52741:							41.30
08/16	08/30/2016	52742	7966	Platt Electrical Supply	Bulbs for RC Wisener park	100-6620-0000-315	82.44
08/16	08/30/2016	52742	7966	Platt Electrical Supply	Street light repair parts	305-3620-0000-317	234.51
08/16	08/30/2016	52742	7966	Platt Electrical Supply	lights and tcp	100-2610-0000-315	99.87
Total 52742:							416.82
08/16	08/30/2016	52743	12752	PR Diamond Products Inc.	Cutting blades for concrete saw	205-7605-0000-301	192.00
Total 52743:							192.00
08/16	08/30/2016	52744	7996	Praxair Dist. Inc.	Welding rods	305-3620-0000-301	197.64
Total 52744:							197.64
08/16	08/30/2016	52745	11612	ProClean Supply	soap dispenser for Civic Center	100-1705-0000-315	258.47
08/16	08/30/2016	52745	11612	ProClean Supply	Janitorial Supplies	100-1705-0000-315	271.85
08/16	08/30/2016	52745	11612	ProClean Supply	Janitorial Supplies	100-1705-0000-315	143.50
Total 52745:							673.82
08/16	08/30/2016	52746	8796	S & W Auto Parts Inc.	halogen capsule	100-2610-0000-320	20.07
08/16	08/30/2016	52746	8796	S & W Auto Parts Inc.	thermostats and housing seal	100-2610-0000-320	31.81
08/16	08/30/2016	52746	8796	S & W Auto Parts Inc.	antifreeze freon and core deposit	100-2610-0000-320	72.35
08/16	08/30/2016	52746	8796	S & W Auto Parts Inc.	Parts for Unit #27	100-6620-0000-320	16.37
08/16	08/30/2016	52746	8796	S & W Auto Parts Inc.	Supplies for PD Cars	100-2610-0000-320	3.23
Total 52746:							143.83
08/16	08/30/2016	52747	1136	Silva Ford Madera	Parts for Unit #164	305-3620-0000-320	91.71
08/16	08/30/2016	52747	1136	Silva Ford Madera	Pipe fuel filler replacement	100-2610-0000-320	279.15

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice GL Account	Check Amount
Total 52747:							370.86
08/16	08/30/2016	52748	12880	Sirennet.Com	Upfitting Unit #56	100-2610-0000-640	3,934.91
Total 52748:							3,934.91
08/16	08/30/2016	52749	9641	Spider Guy Pest Control	Pest Control for the PD	100-2610-0000-315	456.00
08/16	08/30/2016	52749	9641	Spider Guy Pest Control	Pest Control at the Animal Shelter	100-2805-0000-315	360.25
Total 52749:							816.25
08/16	08/30/2016	52750	9791	Steves Chevrolet of Chowchilla	Parts for Unit #63	205-7605-0000-320	59.21
08/16	08/30/2016	52750	9791	Steves Chevrolet of Chowchilla	Parts for Unit #63	205-7605-0000-320	47.68
08/16	08/30/2016	52750	9791	Steves Chevrolet of Chowchilla	Parts for Unit #63	205-7605-0000-320	6.11
08/16	08/30/2016	52750	9791	Steves Chevrolet of Chowchilla	Parts for Unit #63	205-7605-0000-320	129.55
Total 52750:							242.55
08/16	08/30/2016	52751	9951	T & T Pavement Markings &	Street Sign Rivets	305-3620-4000-317	211.38
Total 52751:							211.38
08/16	08/30/2016	52752	10116	Tesei Petroleum Inc.	Fuel for 8/11/2016-8/20/2016	325-3705-0000-320	1,943.34
Total 52752:							1,943.34
08/16	08/30/2016	52753	10131	TF Tire & Service	Tires for the Water tank trailer	205-7605-0000-301	132.26
08/16	08/30/2016	52753	10131	TF Tire & Service	Tires for patrol veh	100-2610-0000-320	1,945.98
08/16	08/30/2016	52753	10131	TF Tire & Service	Tire for the dump trailer	305-3620-0000-301	76.28
Total 52753:							2,154.52
08/16	08/30/2016	52754	10181	The Radar Shop	recertification for LIDAR	100-2610-0000-320	89.00
Total 52754:							89.00
08/16	08/30/2016	52755	11537	Toshiba Financial Services	Copier Lease Sept 2016	602-1715-0000-408	885.60

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice GL Account	Check Amount
Total 52755:							885.60
08/16	08/30/2016	52756	10581	USA Bluebook	Supplies for the Water Dept	205-7605-0000-320	363.78
08/16	08/30/2016	52756	10581	USA Bluebook	Pulsatron pump for the Water Dept	205-7605-0000-317	926.60
Total 52756:							1,290.38
08/16	08/30/2016	52757	10756	Verizon Wireless	Celluar Phones for Feb 2016	100-2610-0000-310	1,053.91
08/16	08/30/2016	52757	10756	Verizon Wireless	Cell Phones for 6/10-7/9/16	602-1715-0000-310	94.46
08/16	08/30/2016	52757	10756	Verizon Wireless	Cell Phones for 6/24-7/23/16	325-3705-0000-310	271.48
08/16	08/30/2016	52757	10756	Verizon Wireless	Cell Phones for PD 7/10-8/9/16	100-2615-0000-310	982.39
08/16	08/30/2016	52757	10756	Verizon Wireless	Cell Phones for IT 7/10-8/9/16	602-1715-0000-310	68.48
08/16	08/30/2016	52757	10756	Verizon Wireless	Cell Phones for Fire Dept 7/10-8/9/16	602-1715-0000-310	98.58
08/16	08/30/2016	52757	10756	Verizon Wireless	Cell Phones for PW 7/10/16-8/9/16	330-3805-0000-310	285.38
08/16	08/30/2016	52757	10756	Verizon Wireless	Cell Phones for 7/10- 8/9/16	100-4805-0000-310	45.25
Total 52757:							2,899.93
08/16	08/30/2016	52758	10911	Vulcan Materials	Street Patching Materials/ Streets Dept	305-3620-4000-318	593.72
Total 52758:							593.72
08/16	08/30/2016	52759	11031	West Coast Arborists Inc.	Tree & Stump removal at the Little League park	100-6620-0000-316	2,697.00
Total 52759:							2,697.00
08/16	08/30/2016	52760	11116	Wilbur-Ellis	Weed spray for the WWTP	215-5705-0000-316	602.64
Total 52760:							602.64
08/16	08/30/2016	52761	12647	Zaks Security	security services for arrestee at hospital	100-2610-0000-336	52.50
Total 52761:							52.50
08/16	08/30/2016	52762	11381	Zoom Imaging Solutions, Inc.	PD Copier Usage 7/16-8/15/16	602-1715-0000-301	46.15
Total 52762:							46.15

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice GL Account	Check Amount
08/16	08/30/2016	52763	166	Administrative Solutions, Inc	COBRA Administration For N. Lima	100-1610-0000-204	52.25
Total 52763:							52.25
08/16	08/30/2016	52764	12181	American Fidelity	Insurance Premiums for September 2016	702-0100-0000-023	3,019.76
Total 52764:							3,019.76
08/16	08/30/2016	52765	1111	Blue Shield of California	Health Insurance for September 2016	702-0100-0000-023	37,057.50
Total 52765:							37,057.50
08/16	08/30/2016	52766	2511	Cook's Communication	Upfitting of unit 56	100-2610-0000-640	2,006.40
Total 52766:							2,006.40
08/16	08/30/2016	52767	11622	Cota Cole LLP	Legal Fees for Retainer	100-1615-0000-335	8,506.44
08/16	08/30/2016	52767	11622	Cota Cole LLP	Legal Fees for Heffington Abatement	100-1615-0000-335	87.92
08/16	08/30/2016	52767	11622	Cota Cole LLP	Legal Fees for Collective Bargaining	100-1615-0000-335	3,021.00
08/16	08/30/2016	52767	11622	Cota Cole LLP	Legal Fees for Employee Complaints	100-1615-0000-335	1,216.00
08/16	08/30/2016	52767	11622	Cota Cole LLP	Legal Fees for Sullivan Transfer (RDA)	956-9950-0000-335	5,438.75
Total 52767:							18,270.11
08/16	08/30/2016	52768	12908	Fausto Lopez	CFIT Training	100-2610-0000-305	284.00
Total 52768:							284.00
08/16	08/30/2016	52769	12818	Interwest Consulting Group	General Engineering for May/June 2016	305-3620-0000-660	5,101.25
Total 52769:							5,101.25
08/16	08/30/2016	52770	12918	Jose Lara	Reimbursement for Examination fees	215-5705-0000-305	140.00
Total 52770:							140.00
08/16	08/30/2016	52771	256	Kenneth Alberton	CFIT Training	100-2610-0000-305	224.00

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice GL Account	Check Amount
Total 52771:							224.00
08/16	08/30/2016	52772	11944	Madera County Records Office	Lien Release for #2015023623	100-1600-0000-849	13.00
Total 52772:							13.00
08/16	08/30/2016	52773	11541	Meyers Nave	Legal Services for July 2016	100-1615-0000-335	1,075.00
Total 52773:							1,075.00
08/16	08/30/2016	52774	8031	Principal Financial Group	Dental Insurance for September 2016	702-0100-0000-023	6,043.81
Total 52774:							6,043.81
08/16	08/30/2016	52775	10571	US BANK (I.M.P.A.C. CAL-CARD)	Animal Food For Warco	100-2618-1202-324	94.91
08/16	08/30/2016	52775	10571	US BANK (I.M.P.A.C. CAL-CARD)	Paper for Building Permits	100-4805-0000-300	112.09
08/16	08/30/2016	52775	10571	US BANK (I.M.P.A.C. CAL-CARD)	Late Fee	100-2610-0000-300	65.67
08/16	08/30/2016	52775	10571	US BANK (I.M.P.A.C. CAL-CARD)	Adobe Createive Cloud Subscription	100-6625-0000-302	644.65
08/16	08/30/2016	52775	10571	US BANK (I.M.P.A.C. CAL-CARD)	Supplies for PD	100-2610-0000-350	502.90
Total 52775:							1,420.22
08/16	08/30/2016	52776	12016	Vision Service Plan - (CA)	Vision Service for September 2016	702-0100-0000-023	600.24
Total 52776:							600.24
Grand Totals:							843,391.05

Report Criteria:
 Report type: Invoice detail



CITY COUNCIL STAFF REPORT

Item 3.5

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

September 13, 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 and July 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 and 8% for July 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:

JUNE 2016

Revenues- General Administration is less than the 100% benchmark and short \$130k because 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. This will result in excess revenues coming in over budgeted. This is a result of 1 time monies being paid to the City by the County due to the State controller's Office audit which gave the City approximately \$350k. We also experienced less of a sales tax reduction that anticipated at mid-year.

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 143%. 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 costs 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 \$462k. The total revenues are under budget by \$65k but total expenditures are under budget by \$522k. Salary savings from vacant budgeted positions is the main contributing factor to being under budget on expenditures.

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.

JULY 2016

Revenues- Most Revenues will be under the 8% benchmark due to the vast majority of our revenues coming from cyclical revenue streams such as property taxes/VLF and reimbursements that have to be billed out and are received later. There was nothing that was identified as out of the ordinary at this point in the fiscal year.

Expenses- Many departments will be over the 8% benchmark due to paying the annual unfunded liability amount for PERS up front in July. We could make monthly payments but by paying it up front, we saved roughly \$20k. We would have paid \$565k over monthly payments but by paying up front that amount was reduced to \$545k. Not all of that expense/savings belongs to the General Fund but a large portion does and is the reason for the variance from the benchmark in most cases.

General Services is at 51% because the 1st bond payment for the City Hall Building was due in July in the amount of \$264,767.

K-9 is a result of the above mentioned PERS annual payment. Classic Safety Employees have a large portion of the unfunded liability and K-9 has 2 classic officers in it.

Recreation Programs has the concerts in the park and the movies in the park in July so a large portion of the annual expenses are incurred in July, as well as August.

NOTE: The overall budgeted surplus changed from \$470k to \$443k due to some expenditures expected to be incurred in FY 15/16 were incurred in FY 16/17. Since they were originally thought to be in FY 15/16, they were not included in the original FY 16/17 budget. This means the previous fund balance expected for FY 15/16 will be higher since it did not incur the expense as expected and we are incurring more expense in FY 16/17 so the overall fund balance does not change. It is just a timing issue.

ATTACHMENTS:

June 2016 Budget vs Actual and Balance Sheet

July 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	47%	43,831.00	29,825.47	14,005.53	68%
Total Revenue:	4,940,035.00	5,059,911.69	8%	5,298,899.00	5,167,919.60	130,979.40	98%
CITY COUNCIL							
Total Expenditure:	65,418.99	48,001.03	0%	75,402.00	45,642.92	29,759.08	61%
Total Revenue:	20,634.00	20,634.00	0%	20,160.00	20,830.05	670.05-	103%
CITY CLERK							
Total Expenditure:	119,298.52	112,936.30	0%	91,924.00	58,721.46	33,202.54	64%
Total Revenue:	75,938.00	76,937.92	0%	42,288.00	42,399.95	111.95-	100%
CITY ATTORNEY							
Total Expenditure:	212,000.00	870,650.17	0%	383,200.00	546,879.60	163,679.60-	143%
Total Revenue:	44,000.00	58,283.09	0%	35,000.00	48,306.66	13,306.66-	138%
GENERAL SERVICES							
Total Expenditure:	647,748.26	477,917.30	0%	643,638.00	648,926.37	5,288.37-	101%
Total Revenue:	74,481.00	74,481.00	0%	74,233.00	74,234.00	1.00-	100%
ADMINISTRATIVE SERVICES							
Total Expenditure:	517,996.44	464,042.57	2%	468,629.00	429,485.94	39,143.06	92%
Total Revenue:	324,109.00	324,108.96	0%	128,088.00	129,548.22	1,460.22-	101%
CITY PROPERTY - RENTS							
Total Expenditure:	9,293.21	9,307.75	0%	28,850.00	22,092.98	6,757.02	77%
Total Revenue:	92,480.00	84,511.68	0%	106,300.00	109,869.12	3,569.12-	103%
FINANCE DEPARTMENT							
Total Expenditure:	592,593.57	591,126.71	2%	619,706.00	614,381.95	5,324.05	99%
Total Revenue:	418,308.00	418,051.08	0%	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	.00	.00	0%
POLICE - SWORN							
Total Expenditure:	2,857,092.24	2,879,370.56	1%	2,885,804.17	2,610,507.11	275,297.06	90%
Total Revenue:	310,655.00	371,480.13	0%	421,436.87	419,837.47	1,599.40	100%
POLICE - NET							
Total Expenditure:	140,280.00	38.50	0%	109,250.00	84,534.42	24,715.58	77%
Total Revenue:	141,761.00	.00	0%	109,250.00	84,534.42	24,715.58	77%
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	251,342.10	9,752.10-	104%
Total Revenue:	20,000.00	23,093.94	231%	10,000.00	10,047.09	47.09-	100%
FIRE SERVICES							
Total Expenditure:	331,781.40	330,706.10	1%	573,541.00	505,032.56	68,508.44	88%
Total Revenue:	80,426.00	81,206.16	-2%	232,152.86	246,536.46	14,383.60-	106%
ANIMAL CONTROL							
Total Expenditure:	110,556.61	109,570.11	1%	130,540.00	103,465.25	27,074.75	79%
Total Revenue:	8,900.00	6,330.95	0%	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	1%	252,242.00	178,098.62	74,143.38	71%
Total Revenue:	59,138.00	45,397.46	0%	30,642.00	37,733.29	7,091.29-	123%
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	1%	153,235.00	146,396.87	6,838.13	96%

	Prior Budget	Prior Actual	Percent	Current Budget	Current Actual	Difference	Percent
Total Revenue:	154,190.00	148,555.73	0%	189,230.54	188,891.82	338.72	100%
COMMUNITY PROMOTION							
Total Expenditure:	39,541.00	14,057.35	0%	19,047.00	18,158.43	888.57	95%
SENIOR SERVICES							
Total Expenditure:	29,681.14	28,557.84	1%	31,760.00	31,477.18	282.82	99%
Total Revenue:	5,100.00	7,949.62	0%	9,100.00	10,657.01	1,557.01-	117%
PARKS AND FACILITIES							
Total Expenditure:	599,252.87	304,575.65	1%	354,773.00	274,427.79	80,345.21	77%
Total Revenue:	50,875.00	64,879.18	0%	108,731.00	117,552.24	8,821.24-	108%
RECREATION PROGRAMS							
Total Expenditure:	25,708.00	14,271.60	0%	27,450.00	12,579.92	14,870.08	46%
Total Revenue:	6,500.00	6,885.00	0%	7,500.00	12,265.00	4,765.00-	164%
GENERAL FUND Revenue Total:	6,887,530.00	6,890,923.97	6%	7,142,462.27	7,077,416.81	65,045.46	99%
GENERAL FUND Expenditure Total:	6,793,224.00	6,714,877.28	1%	7,137,612.17	6,614,830.38	522,781.79	93%
Net Total GENERAL FUND:	94,306.00	176,046.69	7796%	4,850.10	462,586.43	457,736.33-	9538%
Net Grand Totals:	94,306.00	176,046.69	7796%	4,850.10	462,586.43	457,736.33-	9538%

**CITY OF CHOWCHILLA
BALANCE SHEET
JUNE 30, 2016
GENERAL FUND**

ASSETS

100-0100-0000-0200-000	CASH - COMBINED FUND	(7,541,944.59)	
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	9,022,180.18	
100-0100-0000-0221-000	A/R - ACCRUED REVENUES	524,274.18	
100-0100-0000-0224-000	A/R MODULE ONLY RECEIVALB	47,566.79	
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	(28.91)	
100-0100-0000-0229-000	A/R BUSINESS LICENSE	17,227.48	
	TOTAL ASSETS		<u>3,064,595.34</u>

LIABILITIES AND EQUITY

LIABILITIES

100-0200-0000-0420-000	TRADE PAYABLES	379,966.15	
100-0200-0000-0421-001	BONDS FOR WORK-REFUNDAB	3,500.00	
100-0200-0000-0426-000	MANUAL A/P	631.90	
100-0200-0000-0465-000	UNCLAIMED PROP/STALE DAT	362.33	
100-0200-0000-0480-000	DEFERRED REVENUE	2,820.26	
	TOTAL LIABILITIES		<u>387,280.64</u>

FUND EQUITY

100-0300-0000-0602-000	RESERVE FOR L/T A/R	557,442.34	
	UNAPPROPRIATED FUND BALA		
100-0300-0000-0601-000	FUND BALANCE	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	462,586.43	
	BALANCE - CURRENT DATE	2,119,872.36	
	TOTAL FUND EQUITY		<u>2,677,314.70</u>
	TOTAL LIABILITIES AND EQUIT		<u>3,064,595.34</u>

	Prior Budget	Prior Actual	Percent	Current Budget	Current Actual	Difference	Percent
GENERAL FUND							
GENERAL ADMINISTRATION							
Total Expenditure:	43,831.00	34,460.82	0%	18,500.00	81.23	18,418.77	0%
Total Revenue:	5,298,899.00	5,169,306.14	2%	5,932,317.00	141,225.49	5,791,091.51	2%
CITY COUNCIL							
Total Expenditure:	75,402.00	45,642.92	8%	70,373.00	1,646.26	68,726.74	2%
Total Revenue:	20,160.00	20,830.05	25%	.00	.00	.00	0%
CITY CLERK							
Total Expenditure:	91,924.00	58,721.46	11%	138,524.00	14,563.43	123,960.57	11%
Total Revenue:	42,288.00	42,399.95	25%	.00	.00	.00	0%
CITY ATTORNEY							
Total Expenditure:	383,200.00	546,879.60	1%	200,000.00	2,152.22	197,847.78	1%
Total Revenue:	35,000.00	48,306.66	25%	514,000.00	.00	514,000.00	0%
GENERAL SERVICES							
Total Expenditure:	643,638.00	648,926.37	42%	527,103.00	270,994.75	256,108.25	51%
Total Revenue:	74,233.00	74,234.00	25%	.00	.00	.00	0%
ADMINISTRATIVE SERVICES							
Total Expenditure:	468,629.00	429,485.94	14%	450,422.00	35,477.26	414,944.74	8%
Total Revenue:	128,088.00	129,548.22	25%	.00	.00	.00	0%
CITY PROPERTY - RENTS							
Total Expenditure:	28,850.00	22,092.98	25%	10,500.00	142.84	10,357.16	1%
Total Revenue:	106,300.00	109,869.12	1%	89,960.00	6,426.19	83,533.81	7%
FINANCE DEPARTMENT							
Total Expenditure:	619,706.00	614,381.95	12%	651,350.00	68,493.99	582,856.01	11%
Total Revenue:	314,451.00	320,663.06	25%	.00	139.71	139.71-	0%
PROPERTY TAXES							
Total Expenditure:	550.00	539.40	13%	550.00	70.50	479.50	13%
INSURANCE HOLDING							
Total Expenditure:	.00	.00	0%	.00	74,269.00	74,269.00-	0%
POLICE - SWORN							
Total Expenditure:	2,885,804.17	2,610,507.11	15%	2,917,287.00	367,511.93	2,549,775.07	13%
Total Revenue:	421,436.87	419,837.47	2%	390,000.00	4,335.65	385,664.35	1%
POLICE - NET							
Total Expenditure:	109,250.00	84,534.42	7%	192,580.00	4,438.80	188,141.20	2%
Total Revenue:	109,250.00	84,534.42	0%	157,300.00	.00	157,300.00	0%
SPECIAL INVESTIGATIONS UNIT							
Total Revenue:	.00	25,954.41	0%	.00	.00	.00	0%
POLICE - K-9							
Total Expenditure:	241,590.00	251,342.1	12%	291,837.00	70,164.26	221,672.74	24%
Total Revenue:	10,000.00	10,047.09	0%	15,000.00	250.00	14,750.00	2%
FIRE SERVICES							
Total Expenditure:	573,541.00	505,032.5	3%	451,827.00	40,490.20	411,336.80	9%
Total Revenue:	232,152.86	246,536.4	3%	.00	.00	.00	0%
ANIMAL CONTROL							
Total Expenditure:	130,540.00	103,465.2	17%	129,734.00	17,089.92	112,644.08	13%
Total Revenue:	5,000.00	9,636.9	8%	4,700.00	179.50	4,520.50	4%
PLANNING & ZONING							
Total Expenditure:	252,242.00	178,098.6	8%	269,014.00	23,133.22	245,880.78	9%
Total Revenue:	30,642.00	27,913.52	17%	8,700.00	904.43	7,795.57	10%
COMMUNITY & ECONOMIC DVLPMNT							
Total Expenditure:	2,650.00	2,314.0	0%	.00	.00	.00	0%
BUILDING & CODE ENFORCEMENT							
Total Expenditure:	153,235.00	146,396.8	10%	226,609.00	15,887.86	210,721.14	7%
Total Revenue:	189,230.54	188,891.8	11%	198,950.00	11,986.07	186,963.93	6%
COMMUNITY PROMOTION							
Total Expenditure:	19,047.00	18,158.43	0%	25,800.00	5,050.00	20,750.00	20%

	Prior Budget	Prior Actual	Percent	Current Budget	Current Actual	Difference	Percent
SENIOR SERVICES							
Total Expenditure:	31,760.00	31,477.18	9%	32,542.00	4,169.89	28,372.11	13%
Total Revenue:	9,100.00	10,657.01	4%	9,050.00	.00	9,050.00	0%
PARKS AND FACILITIES							
Total Expenditure:	354,773.00	274,427.79	8%	319,688.00	29,488.79	290,199.21	9%
Total Revenue:	108,731.00	117,552.24	12%	70,497.00	.00	70,497.00	0%
RECREATION PROGRAMS							
Total Expenditure:	27,450.00	12,579.92	23%	30,050.00	7,600.43	22,449.57	25%
Total Revenue:	7,500.00	12,265.00	32%	7,500.00	2,100.00	5,400.00	28%
GENERAL FUND Revenue Total:	7,142,462.27	7,068,983.58	4%	7,397,974.00	167,547.04	7,230,426.96	2%
GENERAL FUND Expenditure Total:	7,137,612.17	6,619,465.73	15%	6,954,290.00	1,052,916.78	5,901,373.22	15%
Net Total GENERAL FUND:	4,850.10	449,517.85	-16343	443,684.00	885,369.74-	1,329,053.74	-200%
Net Grand Totals:	4,850.10	449,517.85	-16808	443,684.00	885,369.74-	1,329,053.74	-200%

CITY OF CHOWCHILLA
BALANCE SHEET
July 31, 2016
GENERAL FUND

ASSETS

100-0100-0000-0200-000	CASH - COMBINED FUND	(8,414,075.02)	
100-0100-0000-0201-000	PETTY CASH	125.70	
100-0100-0000-0201-001	CASH DRAWER	2,400.00	
100-0100-0000-0202-000	PRE-PAID POSTAGE ACCOUNT	1,048.98	
100-0100-0000-0208-000	CASH IN US BANK - RESTRICT	369,738.52	
100-0100-0000-0209-000	CASH IN LAIF	9,022,180.18	
100-0100-0000-0221-000	A/R - ACCRUED REVENUES	151,213.61	
100-0100-0000-0224-000	A/R MODULE ONLY RECEIVALB	14,004.60	
100-0100-0000-0226-000	ADVANCE TO OTHER FUNDS	557,442.34	
100-0100-0000-0227-000	LIENS RECEIVABLES GENERAL	68,936.79	
100-0100-0000-0228-000	PENDING CHARGES OR REFU	(28.91)	
100-0100-0000-0229-000	A/R BUSINESS LICENSE	108,896.23	
	TOTAL ASSETS		<u>1,881,883.02</u>

LIABILITIES AND EQUITY

LIABILITIES

100-0200-0000-0420-000	TRADE PAYABLES	95,324.05	
100-0200-0000-0421-001	BONDS FOR WORK-REFUNDAB	4,500.00	
100-0200-0000-0465-000	UNCLAIMED PROP/STALE DAT	362.33	
100-0200-0000-0480-000	DEFERRED REVENUE	2,820.26	
	TOTAL LIABILITIES		103,006.64

FUND EQUITY

100-0300-0000-0602-000	RESERVE FOR L/T A/R	557,442.34	
	UNAPPROPRIATED FUND BALA		
100-0300-0000-0601-000	FUND BALANCE	709,110.75	
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	(885,369.74)	
	BALANCE - CURRENT DATE		<u>1,221,434.04</u>
	TOTAL FUND EQUITY		<u>1,778,876.38</u>
	TOTAL LIABILITIES AND EQUITY		<u>1,881,883.02</u>



CITY COUNCIL STAFF REPORT

Item 3.6

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

September 13, 2016

AGENDA SECTION: Consent

SUBJECT: **Authorizing the City Administrator to Modify the Job Description for City Engineer / Public Works Director**

PREPARED BY: Brian Haddix, City Administrator

REVIEWED BY
ADMINISTRATOR

REVIEWED BY
ATTORNEY

REVIEWED BY
FINANCE

RECOMMENDATION

Staff recommends that the City Council authorizes the City Administrator to modify the job description for City Engineer / Public Works Director.

HISTORY / BACKGROUND

At the July 14, 2015 Chowchilla City Council, direction was provided to staff to bring back to Council the reinstatement of a stand-alone position for Director of Community and Economic Development. On April 14, 2016 Human Resources conducted a series of interviews for this position which resulted in the selection of the current City Engineer / Public Works Director to fill the Director of Community & Economic Development Director vacancy.

The responsibilities of a Director of Public Works are quite broad. These include implementing the goals and objectives set by Council; policy development; program planning; fiscal management of multiple enterprise funds, as well as general fund accounts; compliance with state regulations such as the Sustainable Groundwater Management Act; experience in developing capital improvement plans; contract management of solid waste company, including monitoring compliance with state waste diversion programs; manage the city's water conservation program; street safety; storm water collection and management; grant application; and more. In addition, this person needs to be competent in conducting RFPs, RFQs and piggybacking for goods and services; plus, able to write council agenda items and make presentations before Council and individual groups. In Chowchilla, the associate engineer or the contract engineer reports to the Director of Public Works. That entity's duties within Public Works focuses predominately on creating and implementing the capital improvement plan, capital project construction and traffic engineering projects and manages projects, ensuring compliance with applicable state and federal regulations and codes. The engineer also works with other departments on capital projects, housing, planning and coordinates with outside agencies, developers, and consultants. So the role of engineer tends to cross departmental lines, though predominately coordinating with the Public Works Director. Conversely, the Public Works Director position is much broader than simply engineering and tends to not cross over into the activities of other departments.

Human Resources is requesting to broaden the search pool of Public Works Director candidates by eliminating the engineering requirement, allowing for a greater focus on management and fiscal skills, as well as strength in departments that are not associated with engineering, such as disposal, water and wastewater.

Human Resources is currently recruiting for the City Engineer/Public Works Director position, using various methods such as posting the recruitment on the City's website, Cal Opps and mailing the

announcement to every city within California. Plus, posting the announcement on professional sites like American Public Works Association and American Water Works Association. Despite all of the posting effort, the feedback of qualified applicants with an engineering degree is low, yet the feedback of qualified applicants capable of managing the department, yet not having an engineering degree is much better.

As such, Human Resources would like to edit the engineering requirement in the job description by dropping 'City Engineer' from the title and changing the requirement of possession of a California Civil Engineer's License to 'desirable, but not required'. This simple change would attract a larger pool of qualified applicants with a broader range of experience that can be brought to bear on the issues facing the Public Works Department. Staff has already extended the deadline from August 26 to September 13.

Staff compared the salaries of the following cities; Coalinga, Dinuba, Kerman, Lathrop, Lemoore, Oakdale, Patterson, Reedley, Sanger and Fowler. The annual salary ranges for a Public Works Director in these cities is \$81,552 (low) to \$127,344 (high). The City of Chowchilla pays near the mid-range of this salary survey. The following is an example of a salary comparison of a Public Works Directors in three valley cities whose job descriptions do not require that they also be the City Engineer. Note that Chowchilla's current salary range for Public Works Director/City Engineer is in line with these cities:

City of Sanger: \$48.73 – \$59.23

City of Lemoore: \$40.50 - \$51.99

City of Patterson: \$48.53 - \$58.99

City of Chowchilla: \$48.61 – \$58.10

With this information, it is recommended to keep the same salary scale.

FINANCIAL IMPACT

None. The budgeted salary will remain the same.

ATTACHMENTS

Resolution

Job Description with proposed (redlined) edits

**CITY OF CHOWCHILLA
Job Description**

Dept: Public Works	Date: June 2014
Title: Director of Public Works	Supersedes:
Job #:	Total Pages: 5
SALARY RANGE: M6	ASSOCIATION: N/A

Deleted: City Engineer and

A. PURPOSE:

Under administrative direction, plans, organizes, directs and evaluates the activities of the Public Works Department, including streets and sidewalks, water drainage, parks, facilities, Water and Sewer utilities, manages all municipal construction, prepares and administers departmental budget, and performs related duties as required. Performs all duties required by statute and City Code.

Deleted: as the City Engineer

B. DISTINGUISHING CHARACTERISTICS:

This is a single position classification reporting to the City Administrator. The position has responsibility for all of the City's buildings, infrastructure, mechanical maintenance and water and sewer utilities.

C. ESSENTIAL FUNCTIONS:

- 1) Plans, organizes, directs and evaluates the construction, maintenance and repair of City streets, sidewalks, curbs, gutters, driveways, parks, water and sewer utilities.
- 2) Directs the repair of storm drains, drainage ditches, traffic signals, street traffic signs, and street lights
- 3) Provides liaison between the City and contractors regarding the installation of water and sewer lines and related facilities as required for City purposes
- 4) Assigns personnel to tasks according to need
- 5) Trains or secures training of personnel
- 6) Evaluates employees' performance and makes recommendations on hiring, promotion and dismissal

Deleted: /City Engineer

- 7) Develops and implements policies and procedures to improve efficiency of the department
- 8) Develops and implements a safety program for personnel
- 9) Ensures that infrastructure meets handicap requirements
- 10) Ensures compliance with state, county, local ordinances regarding hazardous material and air quality control
- 11) Ensures that material and equipment are available to construction and maintenance crews
- 12) Reviews plans and specifications, lays out work and makes crew assignments
- 13) Inspects work in progress to ensure conformity to plans and quality standards
- 14) Receives citizen complaints; investigates and makes needed corrections
- 15) Communicates with citizens regarding City's responsibility and property owner's responsibility
- 16) Inspects City facilities and makes recommendations regarding needed maintenance, repair, or new structures
- 17) Develops department budget, making recommendations on personnel and equipment, and administers approved expenditures
- 18) Ensures department compliance with state, county and local rules, regulations and ordinances
- 19) Attends and participates in meetings.
- 20) Manages all City engineering services.
- 21) May perform skilled and difficult maintenance and repair work due to emergencies or personnel shortages.

Deleted: Provides and m

D. ESSENTIAL RESPONSIBILITIES:

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Deleted: /City Engineer

1. General and Specialized Knowledge and Abilities:

- a) General Knowledge of: Basic math, English grammar, and spelling, reading, writing, municipal public works and city engineering.
- b) Specialized Knowledge of: Equipment, materials and methods used in the construction, maintenance, parks, cleaning and repair of public works maintenance and construction, designs, plans and specification used in storm drains, street lighting traffic control, water and sewer systems applicable to municipal utilities and public works facilities, applicable city, county and state laws, codes and ordinances, civil engineering principles and practices as applied to the field of municipal public works and city engineering, principles of organization, supervision and employee training.
- c) Ability to: Plan, organize, and direct the work of the City Public Works Department involving: streets, drains, traffic signals, street medians, sewers and sidewalks, parks, develop and administer the department budget, develop and maintain a record keeping system regarding the City's infrastructure, manage the construction of all city infrastructure ,communicate effectively both orally and in writing, hire, train, supervise, evaluate and discipline subordinate personnel, interpret programs to contractors, developers, builders and the general public evaluate the condition of City owned infrastructure and make recommendations regarding improvements to public works facilities, operations programs a services, establish and maintain cooperative and effective relationships with governmental officials, other City departments, employees, contractors, developers and the general public.

2. Resources, Including Money, Equipment, Materials and Records: Maintenance personnel, maintenance budget, property, equipment and vehicles used in carrying out the City's construction and maintenance program, maintenance reports, blue prints, plans, specifications and drawings.

3. Solving Problems: Work planning in assigned areas, coordination of manpower, personnel problems, safety and hazardous materials issues, city engineering oversight, citizen developer complaints, inter-agency conflicts, satisfying the City Council and City Administrator while staying within allocated budget.

Deleted: /City Engineer

4. Performance of Others: Supervision of construction, maintenance, streets, water and sewer utilities, parks and automotive repair personnel, department personnel, functional supervision over contractors, developers.

Deleted: al

Deleted: , and Code Enforcement Officer.

5. Relations with:

a) Internal Relations with: City Council, City Administration, department secretary, all department heads and administrative personnel.

b) External Relations with: State, county and local governmental agencies, developers and contractors, consultants, utility companies, USA, business community, general citizenry.

6. Communications:

a) Oral: Instructions given and received, conversations, negotiations, and presentations.

b) Written: Letters and memos, reports, work orders, requisitions, budgets, plans and blueprints.

c) Visual: Printed and handwritten letters and memos, technical manuals, blueprints, plat maps, engineering drawings, policies and procedures.

d) Auditory: Noises, which signify problems and safety hazards, spoken conversations, radio.

7. Safety:

a) Hazardous Conditions: Working around moving heavy equipment, road hazards, dense fog, dust, rough, slippery uneven ground, cold water, heights, close quarters, awkward positions.

b) Frequency: Daily

c) Consequences: From light strains, sprains and abrasions to moderate injury and consequence of vehicular accidents.

8. Tolerance of Job Conditions:

The work environment characteristics described here are representative of those employees encounter while performing the essential functions of this job. Reasonable accommodations may

Deleted: /City Engineer

be made to enable individuals with disabilities to perform the essential functions.

Works in a semi-controlled environment while riding in vehicle and when performing administrative and office function, works in an uncontrolled environment when supervising and inspecting work in progress and is subject to heat, cold, fog, dust, and insect, bits argumentative, public, governmental officials.

9. Physical Aptitude:

- a) Above normal hand/eye coordination, endurance
- b) Ability to lift, move and carry objects in excess of 50 lbs.

10. Application of Mental and Physical Effort:

Requires concentration for prolonged periods in solving maintenance construction problems, observing constructions/maintenance crew operations, and attending meetings. Physical effort is generally light and continuous but may become heavy and continuous in an emergency. Workday is often in excess of eight hours.

E. PREREQUISITES:

1. Education and Experience: Any combination equivalent to graduation from an accredited university and five (5) years of increasingly responsible diversified experience in municipal public works and civil engineering, including two (2) years at a full supervisory level.

Deleted: in Civil Engineering

2. Licenses, Registrations, Accreditation, etc.: Possession of a valid class C California Motor Vehicle Operators License, A California Civil Engineer's License is preferred, but not a requirement.

Deleted: and

Deleted: a

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

Deleted: /City Engineer

COUNCIL RESOLUTION # -16

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHOWCHILLA, CALIFORNIA, AUTHORIZING THE CITY ADMINISTRATOR TO MODIFY THE CITY ENGINEER/PUBLIC WORKS DIRECTOR JOB DESCRIPTION AND TITLE, ELIMINATING THE "CITY ENGINEER" PORTION OF THE TITLE AND AMENDING THE CALIFORNIA CIVIL ENGINEER LICENSE "REQUIREMENT" TO "PREFERRED"

WHEREAS, Section 37206 of the Government Code required City Council to prescribe the time and method of paying salaries and wages of employees of the City; and

WHEREAS, at the August 11, 2015 meeting, the City Council approved opening recruitment for the Community & Economic Development Director; and

WHEREAS, the successful candidate of said recruitment is the City's current City Engineer/Public Works Director; and

WHEREAS, the city is actively recruiting for a Public Works Director replacement; and

WHEREAS, due to the current job description's requirement for the position to carry a California Civil Engineer license coupled with the rarity of a potential Public Works Director having a California Civil Engineer License, the applicant population is extremely low; and

WHEREAS, the Administrative Services Department has analyzed the skills and capacities needed by the Public Works Department; and

WHEREAS, the amended Public Works job description best fits the immediate and long term needs of the Department and the City and will allow for more qualified applicants to be able to submit their resumes for the amended position.

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Chowchilla as follows:

1. The attached amended job description will no longer require a California Civil Engineer license and the title will no longer have the term "City Engineer".
2. There will be no change to the salary scale for the position of Public Works Director.
3. This resolution is effective immediately upon adoption.

PASSED AND ADOPTED by the City Council of the City of Chowchilla this 13th day of September, 2016 by the following vote to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

Mayor Waseem Ahmed

ATTEST:

Joann McClendon, CMC
City Clerk



CITY COUNCIL STAFF REPORT

Item 3.7

[CLICK HERE
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THE AGENDA](#)

September 13, 2016

AGENDA SECTION: Consent

SUBJECT: Consideration of Second Amendment to Farm Lease with the Fagundes Family Partnership for Approximately 145.5 Acres of Cropland

PREPARED BY: Joann McClendon, City Clerk

REVIEWED BY
ADMINISTRATOR

REVIEWED BY
ATTORNEY

REVIEWED BY
FINANCE

RECOMMENDATION

Staff recommends the Council authorize and direct the City Administrator to execute the Second Amendment to Farm Lease allowing the Fagundes Family Partnership to continue its right to use approximately 145.5 acres of cropland in the City of Chowchilla for one additional year.

HISTORY / BACKGROUND

In April 2014, the City agreed to lease to the Fagundes Family Partnership approximately 145.5 acres of city owned property for a term of one year ending October 31, 2015. The lease permits the City and the tenant to agree on four separate occasions to extend the agreement for an additional one year by written agreement of both parties entered on or before July 31 of each year. This is the second of the four permitted extensions.

Shortly before the annual July 31 deadline, the Fagundes Family Partnership approached staff and requested the City's agreement to extend the term for one year. All remaining terms of the original agreement will remain in full force and effect.

FINANCIAL ANALYSIS

City will receive rent in the amount of \$18,566.00 for the one year extension. Tenant is also obligated to pay Chowchilla Water District taxes in the estimated amount of \$6,800 per year, and property taxes in the estimated amount of \$2,300 per year.

ATTACHMENTS

Original Farm Lease
Resolution
Second Amendment to Farm Lease

FARM LEASE

This Lease, made and entered into this 8th day of April 2014 by and between the City of Chowchilla, hereinafter referred to as "Lessor" and Fagundes Family Partnership, dba Fagundes Dairy, hereinafter referred to as "Lessee."

WITNESSETH

WHEREAS, Lessor owns certain property described herein designated for future use by the Lessor as a Waste Water Treatment Plant; and

WHEREAS, Lessor desires to lease said property to be used for annual crops until such time that Lessor needs said property for the Waste Water Treatment Plant; and

WHEREAS, Lessee desires to lease the property from Lessor and Lessor desires to lease the property to Lessee.

NOW IN CONSIDERATION of the payment of the rents and performance of the covenants and agreements contained herein, on the part of the Lessee and in the manner agreed to, Lessor does hereby lease to Lessee that certain property and improvements thereon (the Premises) situated in the County of Madera, State of California, particularly described as follows:

Identifier - 4L SZ 10 15
Tract #58
ASCS Farm #2497
Cropland Acres 145.5

1. Lessee shall have the right to use the Premises for the cultivation of annual crops.
2. The term of this Lease is one (1) year, commencing on November 1, 2014 and ending on October 31, 2015.
3. This agreement may be extended four (4) times for an additional one (1) year by written agreement of both parties on or before July 31 of each successive year. This contract will terminate no later than October 31, 2019.
4. Lessee agrees to pay Eighteen Thousand Five Hundred Sixty-six Dollars (\$18,566.00) per year (145.5 acres times \$127.60 per acre) plus Chowchilla Water District taxes estimated to be approximately Six Thousand Eight Hundred Dollars (\$6,800.00) per year plus property taxes of approximately Two Thousand three Hundred Dollars (\$2,300.00) per year. All rents, taxes and/or fees shall be due and payable on November 1, 2014 and on November 1 of each year during the term of this Agreement.
5. Lessee agrees that Lessee will, at Lessee's own cost and expense, prepare and plant said land the best crop rotation, and will cultivate, irrigate and gather said crops

during the term aforesaid in a farmer-like manner and according to the usual course of farming.

6. Lessee agrees not to plant trees, vines, or any long-term crop. Lessee agrees to plant crops suitable for irrigation with reclaimed, treated waste water.

7. Lessee shall have the use of any pumping plant and pump now on said leased premises together with water from any well in which said pumping plant or pump is installed, and Lessee hereby expressly agrees, at Lessee's sole cost and expense, to keep and maintain any such pumping plant and pump in good condition and repair at all times during the term hereof. Additionally, Lessee expressly agrees, at its sole cost and expense, to repair or replace any parts of said equipment which may become damaged or unusable as a result of ordinary wear and tear or damage by the elements. Lessor makes no guaranty or warranty as to the condition or operational status of any pumping plant, pump or well on the Premises. Further, Lessor makes no guaranty or warranty as to the quality, quantity, or suitability for any use of the pumping plant, pump, well or water available at the Premises.

8. Lessee agrees to utilize reclaimed, treated waste water, if any, to the maximum extent possible for crop irrigation. Lessor shall provide reclaimed, treated waste water to a point of connection with the existing irrigation system.

9. It is understood and agreed that the Lessee shall have the use of any irrigation water to which said leased property is entitled from any irrigation district or ditch company, and Lessee shall pay any water tolls or charges in connection with the delivery of water to said leased premises by such irrigation district, water district, or ditch company, and Lessee shall pay all taxes and assessments levied, during the term hereof, by such district or company on the leased premises or the water stock attributable thereto. It is the sole responsibility of Lessee to determine what irrigation water, if any, may be available and to determine the cost of any such irrigation water including, but not limited to the costs described herein. Lessor makes no guaranty or warranty as to any entitlement of or the quality, quantity, or suitability for any use of any irrigation water at or to be delivered to the Premises.

10. Lessee agrees to pay all charges for electric power or any other charges that may be incurred in connection with the farming operations on said premises, or for other purposes, during the term of this Lease.

11. Lessee agrees to maintain the property in a safe and clean condition including, but not limited to, weed abatement and varmint control.

12. Lessee agrees that if any rent shall be due and unpaid, or if default shall be made of any of the covenants herein contained, on the part of the Lessee to be kept and performed by Lessee, then it shall be lawful for Lessor, at their option, to terminate the Lease and to reenter the said premises and take full possession of the premises.

13. Lessee agrees at the expiration of said term, or any sooner termination of the Lease, excepting as elsewhere herein provided, that he will peacefully quit and surrender the premises hereby demised in as good order and condition as reasonable use thereof will permit, damage by the elements excepted.

14. Lessee hereby agrees to insure, indemnify, and hold harmless Lessor against any and all liability, loss, damages, costs, or expenses, including attorney fees, which Lessor may hereafter incur, suffer, or be required to pay by reason of the execution of this Lease and/or Lessee's use of the Premises. No member of the City Council, the City Administrator, or any other official or authorized assistants, employees, or agents of the City shall be personally responsible for any damage or liability resulting from the performance or non-performance of any act or omission by provider, employee, agents, officers, or advisors pursuant to this Agreement, without regard to whether acts or omissions were negligent, intentional, or willful. Lessee shall comply with all Federal, State and Local laws and shall obtain and maintain in full force in effect throughout the term of this agreement full Workers Compensation Insurance in accordance with the provisions and requirements of the Labor Code of the State of California.

15. Any crops damaged due to Lessor's design or construction activities will not be reimbursed to Lessee.

16. Lessor represents that it has no knowledge of any substance, chemical or waste (collectively, "Hazardous Substance") on the property that is identified as hazardous, toxic or dangerous in any applicable federal, State or local law or regulation. Lessor and Lessee shall not introduce or use any Hazardous Substance on the property in violation of any applicable law. Lessor shall be responsible for, and shall promptly conduct any investigation and remediation as required by any applicable environmental laws, all spills or other releases of any Hazardous Substance not caused solely by Lessee, that have occurred or which may occur on the property. Each party agrees to defend, indemnify and hold harmless the other from and against any and all administrative and judicial actions and rulings, claims, causes of action, demands and liability (collectively, "Claims") including, but not limited to, damages, costs, expenses, assessments, penalties, fines, losses, judgments and reasonable attorney fees that the indemnitee may suffer or incur due to the existence or discovery of any Hazardous Substances on the property or the migration of any Hazardous Substance to other properties or the release of any Hazardous Substance into the environment (collectively, "Actions"), that relate to or arise from the indemnitor's activities on the property. Lessor agrees to defend, indemnify and hold Lessee harmless from Claims resulting from Actions on the property not caused by Lessor or Lessee prior to and during the Initial Term of this Lease. The indemnifications in this section specifically include, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal or restoration work required by any governmental authority. This section shall survive the termination or expiration of this Lease.

17. It is mutually understood and agreed by the Lessor and the Lessee that the provisions hereof shall extend to their heirs, administrators and assigns of the respective parties hereto, that Lessees are jointly and severally liable for Lessee obligations and that time is of the essence of this Lease. It is further understood that Lessee shall not, in any way, directly or indirectly, transfer or assign any right or duty under this agreement without prior written consent of Lessor.

18. Except as otherwise expressly provided by law, any and all notices or other communications required or permitted by this Agreement or by law shall be served or given to any party to this Agreement by any other party shall be in writing and shall be deemed duly served and given when personally delivered to the party to whom it is directed, or to any managing employee of that party; or, in lieu of personal service, when deposited in the United States mail, first-class postage prepaid, addressed as follows:

Lessor: City of Chowchilla
Attn: City Administrator
130 S. Second Street
Civic Center Plaza
Chowchilla, CA 93610

Lessee: Fagundes Dairy
11158 Ave 24
Chowchilla, Ca 93610

19. In the event that either party hereto institutes an action or proceeding for the enforcement of any of their rights in and under this agreement or if either party is involuntarily enjoined in an action or proceeding involving the other, party in whose favor judgment shall be rendered in such action shall be entitled to remove from the other party all costs reasonably incurred by the prevailing party in such action, including actual costs and attorneys fees.

20. This agreement shall be construed and enforced in accordance with the laws of the State of California. In the event of litigation between the parties, venue in state trial courts shall lie exclusively in the County of Madera.

21. This agreement may be amended or modified only upon written agreement between the parties hereto. The parties agree to meet and confer in good faith if amendments or modification are proposed.

22. If any of the provisions contained in this amendment shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegalities, or unenforceability shall not affect any other provisions of this agreement and this agreement shall be construed as if such invalid, illegal, or unenforceable provision had not been contained in this agreement.

23. This agreement is the entire agreement between the parties, and supersedes any prior agreement, representation, negotiations, or correspondence between the parties except as expressed in this agreement except as otherwise provided in this agreement, no subsequent change or addition to this agreement shall be binding unless in writing and signed by the parties to this agreement.

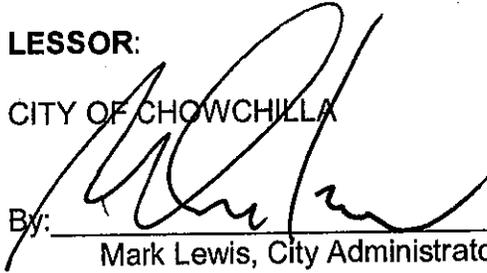
24. The waiver by either party of any breach or violation of any provision of this agreement shall not be deemed to be a waiver of any breach or violation of any other provision nor of any subsequent breach or violation of the same or any other provisions. The acceptance of any monies that become due hereunder shall not be deemed to be a waiver of any pre-existing or concurrent breach or violation by other parties of any provision to this agreement.

IN WITNESS WHEREOF, the parties have hereto executed this Farm Lease Agreement effective the day and year first above written.

Date: 4/28/, 2014

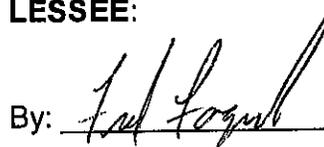
LESSOR:

CITY OF CHOWCHILLA

By: 
Mark Lewis, City Administrator

Date: 4-22-, 2014

LESSEE:

By: 

Title: owner-partner

Printed Name: Fred Fogundes

COUNCIL RESOLUTION # -16

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHOWCHILLA, CALIFORNIA APPROVING A SECOND AMENDMENT TO FARM LEASE WITH THE FAGUNDES FAMILY PARTNERSHIP FOR APPROXIMATELY 145.5 ACRES OF CROPLAND

WHEREAS, the City and the Fagundes Family Partnership dba Fagundes Dairy entered into an agreement titled Farm Lease on or about April 8, 2014 ("Farm Lease") whereby the City agreed to lease the right to use that certain real property and improvements thereon situated in the County of Madera, State of California, particularly described as follows for a term of one year ending October 31, 2015.

Identifier – 4L SZ 10 15
Tract #58
ASCS Farm #2497
Cropland Acres 145.5

WHEREAS, paragraph 3 on page 1 of the Farm Lease permits the parties to extend the agreement four (4) times for an additional one (1) year by written agreement of both parties entered on or before July 31 of each successive year.

WHEREAS, on August 25, 2015 the Chowchilla City Council approved the First Amendment to the Lease, extending the lease agreement one additional year; and

WHEREAS, the parties desire to extend the term of the Farm Lease again for one (1) year and agree to waive the July 31 deadline for such extension on this occasion; and

WHEREAS, the proposed Second Amendment to Farm Lease is fair and equitable.

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

1. The above recitals are true.
2. The City Council hereby approves and adopts the attached Second Amendment to Farm Lease.
3. The City Administrator is hereby authorized and directed to execute the Second Amendment to Farm Lease for and on behalf of the City of Chowchilla.

PASSED AND ADOPTED by the City Council of the City of Chowchilla this 13th day of September, 2016 by the following vote to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

Waseem Ahmed, Mayor

ATTEST:

Joann McClendon, CMC
City Clerk

SECOND AMENDMENT TO FARM LEASE

This Second Amendment to Farm Lease is made and entered into this 13th day of September, 2016 by and between the City of Chowchilla (“Lessor”) and the Fagundes Family Partnership dba Fagundes Dairy (“Lessee”), on the terms and conditions as follows.

WHEREAS, Lessor and Lessee entered into an agreement titled Farm Lease on or about April 8, 2014 (“Farm Lease”) whereby Lessor agreed to lease to Lessee the right to use that certain real property and improvements thereon situated in the County of Madera, State of California, particularly described as follows for a term of one year ending October 31, 2015.

Identifier – 4L SZ 10 15
Tract #58
ASCS Farm #2497
Cropland Acres 145.5

WHEREAS, paragraph 3 on page 1 of the Farm Lease permits the parties to extend the agreement for an additional one (1) year by written agreement of both parties entered on or before July 31 of each successive year.

WHEREAS, the parties desire to extend the term of the Farm Lease for one (1) more year and agree to waive the July 31 deadline for such extension.

NOW IN CONSIDERATION of the payment of rents and performance of covenants and agreements contained herein and in the underlying Farm Lease, Lessor and Lessee hereby agree to amend the Farm Lease as follows:

1. The term of the Farm Lease is hereby extended for an additional one (1) year to terminate no later than October 31, 2017.

2. The Farm Lease may be extended two (2) additional times for one (1) year each by written agreement entered by both parties on or before July 31 of each successive year. The Farm Lease shall terminate no later than October 31, 2019.

3. Lessor and Lessee expressly recognize that this Second Amendment to the Farm Lease supersedes any prior agreement, modification to an agreement, or understanding the parties or any party may have had concerning the Farm Lease, whether express or implied and whether or not recorded.

4. All other terms and conditions of the Farm Lease shall remain in effect and are not amended by, nor intended to be amended by, this Second Amendment.

IN WITNESS THEREOF, the parties hereto have executed this Second Amendment.

Lessee: Fagundes Family Partnership

By: _____ Date _____
Fred Fagundes
Its: Owner/Partner

Lessor: City of Chowchilla

By: _____ Date _____
Brian Haddix
Its: City Administrator

Attest:

By: _____ Date _____
Joann McClendon, CMC
City Clerk



CITY COUNCIL STAFF REPORT

Item 3.8

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September 13, 2016

AGENDA SECTION: Consent

SUBJECT: Resolution Authorizing the Acceptance of \$94,000 in Federal Aviation Administration (FAA) Entitlement Grant Funds for the Chowchilla Airport

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

REVIEWED BY
ADMINISTRATOR

REVIEWED BY
ATTORNEY

REVIEWED BY
FINANCE

RECOMMENDATION:

Staff recommends the acceptance of this FAA Grant for \$94,000 for Airport planning activities.

HISTORY / BACKGROUND:

The FAA annually provides the City of Chowchilla Municipal Airport with \$150,000 grant funds to perform maintenance and upgrades to the facility. These funds can only be used for projects identified in the Airport Capital Improvement Plan (ACIP) and shown on the Airport Layout Plan (ALP). This grant requires a 10% local match on any project for which it is approved.

The key document is the ALP. It must be updated every 5 years, and grant funding cannot be used on projects unless they are identified in a current ALP. The Chowchilla ALP expired more than 2 years ago.

A portion of this year's \$150,000 grant (\$94,000) is being used to update the ALP and create a Pavement Maintenance and Management Plan (PMMP). That is all that the City is allowed to use FAA grant funding for until the update is complete. The balance of the grant was transferred to Nevada City Air Park earlier this year.

If the Council chooses to accept this grant, then work can begin on the ALP update and the PMMP. Once these documents are completed, then the City can apply for funding in next year's FAA cycle for actual construction projects, such as pavement sealing and repair and electrical upgrades.

While the FAA Grant requires a 10% local match, the City use a CalTrans Aviation Grant for 7% of the project cost (if approved). The remaining 3% is funded locally and will come from the general funds.

FINANCIAL IMPACT:

The 3% local match (approximately \$3,000) will come from the General Fund.

ATTACHMENTS:

Resolution
Grant Offer Letter

SPECIAL INSTRUCTIONS:

Return scan of signed copy to FAA no later than September 14, 2016. Original to follow

COUNCIL RESOLUTION # -16

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHOWCHILLA, CALIFORNIA
AUTHORIZING THE ACCEPTANCE OF \$94,000 IN FEDERAL AVIATION ADMINISTRATION (FAA)
ENTITLEMENT GRANT FUNDS FOR THE CHOWCHILLA MUNICIPAL AIRPORT**

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

WHEREAS, CITY OF CHOWCHILLA annually receives an entitlement grant from the Federal Aviation Administration up to the amount of \$150,000 for maintenance and improvements to the Chowchilla Municipal Airport; and

WHEREAS, CITY OF CHOWCHILLA has applied for a Grant in the amount of \$94,000 to acquire an updated Airport Layout Plan and a Pavement Maintenance Management Plan upon which future projects can be based; and

WHEREAS, the CITY OF CHOWCHILLA, has selected a Consultant for the preparation of the Airport Layout Plan required by the Federal Aviation Administration to plan and prioritize future projects; and

WHEREAS, the Federal Aviation Administration has approved said application and awarded the City of Chowchilla the entire \$94,000 grant for planning activities.

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

1. The recitals above are true and correct.
2. The City Council hereby authorizes the City Administrator of the City of Chowchilla to accept the Federal Aviation Administration Entitlement Grant Fund as offered.
3. This Resolution is effective immediately upon adoption.

PASSED AND ADOPTED by the City of Chowchilla City Council this 13th day of September 2016 by the following votes to wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

APPROVED:

Mayor Waseem Ahmed

ATTEST:

Joann McClendon, CMC
City Clerk



U.S. Department
of Transportation
Federal Aviation
Administration

GRANT AGREEMENT

PART I – OFFER

Date of Offer	<u>September 6, 2016</u>
Airport/Planning Area	<u>Chowchilla</u>
AIP Grant Number	<u>3-06-0043-008-2016</u>
DUNS Number	<u>004947925</u>

TO: City of Chowchilla
(herein called the "Sponsor")

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated August 29, 2016, for a grant of Federal funds for a project at or associated with the Chowchilla Airport, which is included as part of this Grant Agreement; and

WHEREAS, the FAA has approved a project for the Chowchilla Airport (herein called the "Project") consisting of the following:

Update Airport Master Plan Study – Update Airport Layout Plan (ALP) Drawing Set with ALP Narrative;
Conduct Pavement Maintenance Management Program (PMMP)

which is more fully described in the Project Application.

NOW THEREFORE, According to the applicable provisions of the former Federal Aviation Act of 1958, as amended and recodified, 49 U.S.C. 40101, et seq., and the former Airport and Airway Improvement Act of 1982 (AAIA), as amended and recodified, 49 U.S.C. 47101, et seq., (herein the AAIA grant statute is referred to as "the Act"), the representations contained in the Project Application, and in consideration of (a) the Sponsor's adoption and ratification of the Grant Assurances dated March 2014, and the Sponsor's acceptance of this Offer, and (b) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurances and conditions as herein provided,

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay ninety (90) percent of the allowable costs incurred accomplishing the Project as the United States share of the Project.

This Offer is made on and **SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:**

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is \$84,600.

The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):

\$84,600 for planning
\$0 for airport development or noise program implementation
\$0 for land acquisition.

2. **Period of Performance.** The period of performance begins on the date the Sponsor formally accepts this agreement. Unless explicitly stated otherwise in an amendment from the FAA, the end date of the project period of performance is 4 years (1,460 calendar days) from the date of formal grant acceptance by the Sponsor.

The Sponsor may only charge allowable costs for obligations incurred prior to the end date of the period of performance (2 CFR § 200.309). Unless the FAA authorizes a written extension, the sponsor must submit all project closeout documentation and liquidate (pay off) all obligations incurred under this award no later than 90 calendar days after the end date of the period of performance (2 CFR § 200.343).

The period of performance end date does not relieve or reduce Sponsor obligations and assurances that extend beyond the closeout of a grant agreement.

3. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.
4. **Indirect Costs – Sponsor.** Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application and as accepted by the FAA to allowable costs for Sponsor direct salaries and wages.
5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with the regulations, policies and procedures of the Secretary. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
6. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this agreement, and the regulations, policies and procedures of the Secretary. The Sponsor also agrees to comply with the assurances which are part of this agreement.
7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before September 14, 2016, or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner in any project upon which Federal funds have been expended. For the purposes of this grant agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon

request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.

- 10. United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this grant agreement.
- 11. System for Award Management (SAM) Registration And Universal Identifier.**
- A. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
- B. Requirement for Data Universal Numbering System (DUNS) Numbers
1. The Sponsor must notify potential subrecipient that it cannot receive a contract unless it has provided its DUNS number to the Sponsor. A subrecipient means a consultant, contractor, or other entity that enters into an agreement with the Sponsor to provide services or other work to further this project, and is accountable to the Sponsor for the use of the Federal funds provided by the agreement, which may be provided through any legal agreement, including a contract.
 2. The Sponsor may not make an award to a subrecipient unless the subrecipient has provided its DUNS number to the Sponsor.
 3. Data Universal Numbering System: DUNS number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D & B) to uniquely identify business entities. A DUNS number may be obtained from D & B by telephone (currently 866-606-8220) or on the web (currently at <http://fedgov.dnb.com/webform>).
- 12. Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.
- 13. Informal Letter Amendment of AIP Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by \$25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.

The FAA can also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of condition No. 1.

The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous and in the best interests of the United States.

An informal letter amendment has the same force and effect as a formal grant amendment.

- 14. Air and Water Quality.** The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may

suspend, cancel, or terminate this grant.

15. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.
16. **Buy American.** Unless otherwise approved in advance by the FAA, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for which funds are provided under this grant. The Sponsor will include a provision implementing Buy American in every contract.
17. **Maximum Obligation Increase For Nonprimary Airports.** In accordance with 49 U.S.C. § 47108(b), as amended, the maximum obligation of the United States, as stated in Condition No. 1 of this Grant Offer:
 - A. May not be increased for a planning project;
 - B. May be increased by not more than 15 percent for development projects;
 - C. May be increased by not more than 15 percent or by an amount not to exceed 25 percent of the total increase in allowable costs attributable to the acquisition of land or interests in land, whichever is greater, based on current credible appraisals or a court award in a condemnation proceeding.
18. **Audits for Public Sponsors.** The Sponsor must provide for a Single Audit in accordance with 2 CFR Part 200. The Sponsor must submit the Single Audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. The Sponsor must also provide one copy of the completed 2 CFR Part 200 audit to the Airports District Office.
19. **Suspension or Debarment.** When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:
 - A. Verify the non-federal entity is eligible to participate in this Federal program by:
 1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if non-federal entity is excluded or disqualified; or
 2. Collecting a certification statement from the non-federal entity attesting they are not excluded or disqualified from participating; or
 3. Adding a clause or condition to covered transactions attesting individual or firm are not excluded or disqualified from participating.
 - B. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions (e.g. Sub-contracts).
 - C. Immediately disclose to the FAA whenever the Sponsor: (1) learns they have entered into a covered transaction with an ineligible entity or (2) suspends or debar a contractor, person, or entity.
20. **Ban on Texting While Driving.**
 - A. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
 1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
 2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:

- a. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - b. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- B. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts and subcontracts.

21. Trafficking in Persons.

- A. Prohibitions: The prohibitions against trafficking in persons (Prohibitions) apply to any entity other than a State, local government, Indian tribe, or foreign public entity. This includes private Sponsors, public Sponsor employees, subrecipients of private or public Sponsors (private entity). Prohibitions include:
- 1. Engaging in severe forms of trafficking in persons during the period of time that the agreement is in effect;
 - 2. Procuring a commercial sex act during the period of time that the agreement is in effect; or
 - 3. Using forced labor in the performance of the agreement, including subcontracts or subagreements under the agreement.
- B. In addition to all other remedies for noncompliance that are available to the FAA, Section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), allows the FAA to unilaterally terminate this agreement, without penalty, if a private entity –
- 1. Is determined to have violated the Prohibitions; or
 - 2. Has an employee who the FAA determines has violated the Prohibitions through conduct that is either:
 - a. Associated with performance under this agreement; or
 - b. Imputed to the Sponsor or subrecipient using 2 CFR part 180, “OMB Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement),” as implemented by the FAA at 2 CFR part 1200.

22. Update Approved Exhibit “A” Property Map for Land in Project. The Sponsor understands and agrees to update the Exhibit “A” Property Map to standards satisfactory to the FAA and submit it in final form to the FAA. It is further mutually agreed that the reasonable cost of developing said Exhibit “A” Property Map is an allowable cost within the scope of this project.

23. Airport Layout Plan. The Sponsor understands and agrees to update the Airport Layout Plan to reflect the construction to standards satisfactory to the FAA and submit it in final form to the FAA. It is further mutually agreed that the reasonable cost of developing said Airport Layout Plan Map is an allowable cost within the scope of this project.

24. Pavement Maintenance Management Program. The Sponsor agrees that it will implement an effective airport pavement maintenance management program as required by Grant Assurance Pavement Preventive Management. The Sponsor agrees that it will use the program for the useful life of any pavement constructed, reconstructed, or repaired with federal financial assistance at the airport. The Sponsor further agrees that the program will

- A. Follow FAA Advisory Circular 150/5380-6, “Guidelines and Procedures for Maintenance of Airport Pavements,” for specific guidelines and procedures for maintaining airport pavements, establishing an effective maintenance program, specific types of distress and its probable cause, inspection guidelines, and recommended methods of repair;

- B. Detail the procedures to be followed to assure that proper pavement maintenance, both preventive and repair, is performed;
 - C. Include a Pavement Inventory, Inspection Schedule, Record Keeping, Information Retrieval, and Reference, meeting the following requirements:
 - 1. Pavement Inventory. The following must be depicted in an appropriate form and level of detail:
 - a. Location of all runways, taxiways, and aprons;
 - b. Dimensions;
 - c. Type of pavement, and;
 - d. Year of construction or most recent major rehabilitation.
 - 2. Inspection Schedule.
 - a. Detailed Inspection. A detailed inspection must be performed at least once a year. If a history of recorded pavement deterioration is available, i.e., Pavement Condition Index (PCI) survey as set forth in the Advisory Circular 150/5380-6, the frequency of inspections may be extended to three years.
 - b. Drive-By Inspection. A drive-by inspection must be performed a minimum of once per month to detect unexpected changes in the pavement condition. For drive-by inspections, the date of inspection and any maintenance performed must be recorded.
 - 3. Record Keeping. Complete information on the findings of all detailed inspections and on the maintenance performed must be recorded and kept on file for a minimum of five years. The type of distress, location, and remedial action, scheduled or performed, must be documented. The minimum information is:
 - a. Inspection date;
 - b. Location;
 - c. Distress types; and
 - d. Maintenance scheduled or performed.
 - 4. Information Retrieval System. The Sponsor must be able to retrieve the information and records produced by the pavement survey to provide a report to the FAA as may be required.
- 25. Consultant Contract and Cost Analysis.** The Sponsor understands and agrees that no reimbursement will be made on the consultant contract portion of this grant until the FAA has received the consultant contract, the Sponsor's analysis of costs, and the independent fee estimate.

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, as provided by the Act, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the assurances and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

**UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION**



(Signature)

James W. Lomen

(Typed Name)

Manager

(Title of FAA Official)

PART II - ACCEPTANCE

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Project Application.

I declare under penalty of perjury that the foregoing is true and correct.¹

Executed this _____ day of _____, _____.

City of Chowchilla

(Name of Sponsor)

(Signature of Sponsor's Authorized Official)

By:

(Typed Name of Sponsor's Authorized Official)

Title:

(Title of Sponsor's Authorized Official)

CERTIFICATE OF SPONSOR'S ATTORNEY

I, _____, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of _____. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the Act. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Dated at _____ (location) this _____ day of _____, _____.

By:

(Signature of Sponsor's Attorney)

¹ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.

ASSURANCES

PLANNING AGENCY SPONSORS

A. General.

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this grant agreement.

B. Duration and Applicability.

The terms, conditions and assurances of this grant agreement shall remain in full force and effect during the life of the project.

C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

1. General Federal Requirements.

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance and use of Federal funds for this project including but not limited to the following:

FEDERAL LEGISLATION

- a. Title 49, U.S.C., subtitle VII, as amended.
- b. Federal Fair Labor Standards Act - 29 U.S.C. 201, et seq.
- c. Hatch Act – 5 U.S.C. 1501, et seq.²
- d. Rehabilitation Act of 1973 - 29 U.S.C. 794
- e. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin)
- f. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability
- g. Age Discrimination Act of 1975 - 42 U.S.C. 6101, et seq.
- h. Single Audit Act of 1984 - 31 U.S.C. 7501, et seq.²
- i. Drug-Free Workplace Act of 1988 - 41 U.S.C. 702 through 706.

EXECUTIVE ORDERS

- a. Executive Order 12372 - Intergovernmental Review of Federal Programs

FEDERAL REGULATIONS

- a. 2 CFR Part 180 - OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [OMB Circular A-87 Cost Principles Applicable to Grants and Contracts with State and Local Governments, and OMB Circular A-133 - Audits of States, Local Governments, and Non-Profit Organizations].^{4, 5, 6}
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment
- d. 14 CFR Part 13 - Investigative and Enforcement Procedures
- e. 14 CFR Part 16 - Rules of Practice For Federally Assisted Airport Enforcement Proceedings.
- f. 28 CFR § 50.3 - U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.
- g. 49 CFR Part 18 - Uniform administrative requirements for grants and cooperative agreements to state and local governments.³
- h. 49 CFR Part 20 - New restrictions on lobbying.
- i. 49 CFR Part 21 – Nondiscrimination in federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.
- j. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Programs.
- k. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.
- l. 49 CFR Part 30 - Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.
- m. 28 CFR Part 35- Discrimination on the Basis of Disability in State and Local Government Services.
- n. 28 CFR § 50.3 - U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.
- o. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.
- p. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)
- q. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Public Law 110-252).

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this grant agreement.

FOOTNOTES TO ASSURANCE C.1.

- ¹ These laws do not apply to airport planning sponsors.
- ² These laws do not apply to private sponsors.

- ³ 49 CFR Part 18 and 2 CFR Part 200 contain requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation and circular shall also be applicable to private sponsors receiving Federal assistance under Title 49, United States Code.
- ⁴ On December 26, 2013 at 78 FR 78590, the Office of Management and Budget (OMB) issued the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in 2 CFR Part 200. 2 CFR Part 200 replaces and combines the former Uniform Administrative Requirements for Grants (OMB Circular A-102 and Circular A-110 or 2 CFR Part 215 or Circular) as well as the Cost Principles (Circulars A-21 or 2 CFR part 220; Circular A-87 or 2 CFR part 225; and A-122, 2 CFR part 230). Additionally it replaces Circular A-133 guidance on the Single Annual Audit. In accordance with 2 CFR section 200.110, the standards set forth in Part 200 which affect administration of Federal awards issued by Federal agencies become effective once implemented by Federal agencies or when any future amendment to this Part becomes final. Federal agencies, including the Department of Transportation, must implement the policies and procedures applicable to Federal awards by promulgating a regulation to be effective by December 26, 2014 unless different provisions are required by statute or approved by OMB.
- ⁵ Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
- ⁶ Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

2. Responsibility and Authority of the Sponsor.

It has legal authority to apply for this grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

3. Sponsor Fund Availability.

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States.

4. Preserving Rights and Powers.

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this grant agreement without the written approval of the Secretary

5. Consistency with Local Plans.

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies in the planning area.

6. Accounting System, Audit, and Record Keeping Requirements.

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this grant, the total cost of the project in connection with which this grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any

books, documents, papers, and records of the recipient that are pertinent to this grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

7. Planning Projects.

In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.
- d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
- f. It will grant the Secretary the right to disapprove the Sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not mean constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

8. Reports and Inspections.

It will submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request.

9. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any activity conducted with, or benefiting from, funds received from this grant.

- a. Using the definitions of activity, facility and program as found and defined in §§ 21.23 (b) and 21.23 (e) of 49 CFR § 21, the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by, or pursuant to these assurances.
- b. Applicability

- 1) Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
- 2) Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
- 3) Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

- 4) So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
- 5) So long as the sponsor retains ownership or possession of the property.
 - a.) Required Solicitation Language.
 - b.) It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this grant agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

"The **(Name of Sponsor)**, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises and airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."

d. Required Contract Provisions.

- 1) It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the DOT, and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
- 2) It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
- 3) It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
- 4) It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin, creed, sex, age, or handicap as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:

- a.) For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
- b.) For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- e. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
- f. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

10. Engineering and Design Services.

It will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services with respect to the project in the same manner as a contract for architectural and engineering services is negotiated under Title IX of the Federal Property and Administrative Services Act of 1949 or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

11. Foreign Market Restrictions.

It will not allow funds provided under this grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

12. Policies, Standards, and Specifications.

It will carry out the project in accordance with policies, standards, and specifications approved by the Secretary.

13. Disadvantaged Business Enterprises.

The recipient shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26. The recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR Parts 26, and as approved by DOT, is incorporated by reference in this agreement.

Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1936 (31 U.S.C. § 3801).



**FAA
Airports**

Current FAA Advisory Circulars Required for Use in AIP Funded and PFC Approved Projects

Updated: 12/31/2015

View the most current versions of these ACs and any associated changes at:
<http://www.faa.gov/airports/resources/advisorycirculars>

NUMBER	TITLE
70/7460-1L	Obstruction Marking and Lighting
150/5020-1	Noise Control and Compatibility Planning for Airports
150/5070-6B Changes 1- 2	Airport Master Plans
150/5070-7 Change 1	The Airport System Planning Process
150/5100-13B	Development of State Standards for Nonprimary Airports
150/5200-28E	Notices to Airmen (NOTAMS) for Airport Operators
150/5200-30C Change 1	Airport Winter Safety And Operations
150/5200-31C Changes 1-2	Airport Emergency Plan
150/5210-5D	Painting, Marking, and Lighting of Vehicles Used on an Airport
150/5210-7D	Aircraft Rescue and Fire Fighting Communications
150/5210-13C	Airport Water Rescue Plans and Equipment
150/5210-14B	Aircraft Rescue Fire Fighting Equipment, Tools and Clothing
150/5210-15A	Aircraft Rescue and Firefighting Station Building Design
150/5210-18A	Systems for Interactive Training of Airport Personnel

NUMBER	TITLE
150/5210-19A	Driver's Enhanced Vision System (DEVS) Ground Vehicle Operations on Airports
150/5220-10E	Guide Specification for Aircraft Rescue and Fire Fighting (ARFF) Vehicles
150/5220-16D	Automated Weather Observing Systems (AWOS) for Non-Federal Applications
150/5220-17B	Aircraft Rescue and Fire Fighting (ARFF) Training Facilities
150/5220-18A	Buildings for Storage and Maintenance of Airport Snow and Ice Control Equipment and Materials
150/5220-20A	Airport Snow and Ice Control Equipment
150/5220-21C	Aircraft Boarding Equipment
150/5220-22B	Engineered Materials Arresting Systems (EMAS) for Aircraft Overruns
150/5220-23	Frangible Connections
150/5220-24	Foreign Object Debris Detection Equipment
150/5220-25	Airport Avian Radar Systems
150/5220-26 Change 1	Airport Ground Vehicle Automatic Dependent Surveillance - Broadcast (ADS-B) Out Squitter Equipment
150/5300-7B	FAA Policy on Facility Relocations Occasioned by Airport Improvements of Changes
150/5300-13A Change 1	Airport Design
150/5300-14C	Design of Aircraft Deicing Facilities
150/5300-16A	General Guidance and Specifications for Aeronautical Surveys: Establishment of Geodetic Control and Submission to the National Geodetic Survey
150/5300-17C	Standards for Using Remote Sensing Technologies in Airport Surveys
150/5300-18C	Survey and Data Standards for Submission of Aeronautical Data Using Airports GIS
150/5300-18B Change 1	General Guidance and Specifications for Submission of Aeronautical Surveys to NGS: Field Data Collection and Geographic Information System (GIS) Standards
150/5320-5D	Airport Drainage Design
150/5320-6E	Airport Pavement Design and Evaluation

NUMBER	TITLE
150/5320-12C Changes 1-8	Measurement, Construction, and Maintenance of Skid Resistant Airport Pavement Surfaces
150/5320-15A	Management of Airport Industrial Waste
150/5235-4B	Runway Length Requirements for Airport Design
150/5335-5C	Standardized Method of Reporting Airport Pavement Strength - PCN
150/5340-1L	Standards for Airport Markings
150/5340-5D	Segmented Circle Airport Marker System
150/5340-18F	Standards for Airport Sign Systems
150/5340-26C	Maintenance of Airport Visual Aid Facilities
150/5340-30H	Design and Installation Details for Airport Visual Aids
150/5345-3G	Specification for L-821, Panels for the Control of Airport Lighting
150/5345-5B	Circuit Selector Switch
150/5345-7F	Specification for L-824 Underground Electrical Cable for Airport Lighting Circuits
150/5345-10H	Specification for Constant Current Regulators and Regulator Monitors
150/5345-12F	Specification for Airport and Heliport Beacons
150/5345-13B	Specification for L-841 Auxiliary Relay Cabinet Assembly for Pilot Control of Airport Lighting Circuits
150/5345-26D	FAA Specification For L-823 Plug and Receptacle, Cable Connectors
150/5345-27E	Specification for Wind Cone Assemblies
150/5345-28G	Precision Approach Path Indicator (PAPI) Systems
150/5345-39D	Specification for L-853, Runway and Taxiway Retro reflective Markers
150/5345-42H	Specification for Airport Light Bases, Transformer Housings, Junction Boxes, and Accessories
150/5345-43G	Specification for Obstruction Lighting Equipment
150/5345-44K	Specification for Runway and Taxiway Signs
150/5345-45C	Low-Impact Resistant (LIR) Structures

NUMBER	TITLE
150/5345-46D	Specification for Runway and Taxiway Light Fixtures
150/5345-47C	Specification for Series to Series Isolation Transformers for Airport Lighting Systems
150/5345-49C	Specification L-854, Radio Control Equipment
150/5345-50B	Specification for Portable Runway and Taxiway Lights
150/5345-51B	Specification for Discharge-Type Flashing Light Equipment
150/5345-52A	Generic Visual Glideslope Indicators (GVGI)
150/5345-53D	Airport Lighting Equipment Certification Program
150/5345-54B	Specification for L-884, Power and Control Unit for Land and Hold Short Lighting Systems
150/5345-55A	Specification for L-893, Lighted Visual Aid to Indicate Temporary Runway Closure
150/5345-56B	Specification for L-890 Airport Lighting Control and Monitoring System (ALCMS)
150/5360-12F	Airport Signing and Graphics
150/5360-13 Change 1	Planning and Design Guidelines for Airport Terminal Facilities
150/5360-14	Access to Airports By Individuals With Disabilities
150/5370-2F	Operational Safety on Airports During Construction
150/5370-10G	Standards for Specifying Construction of Airports
150/5370-11B	Use of Nondestructive Testing in the Evaluation of Airport Pavements
150/5370-13A	Off-Peak Construction of Airport Pavements Using Hot-Mix Asphalt
150/5370-15B	Airside Applications for Artificial Turf
150/5370-16	Rapid Construction of Rigid (Portland Cement Concrete) Airfield Pavements
150/5370-17	Airside Use of Heated Pavement Systems
150/5380-6C	Guidelines and Procedures for Maintenance of Airport Pavements
150/5380-9	Guidelines and Procedures for Measuring Airfield Pavement Roughness
150/5390-2C	Heliport Design

NUMBER	TITLE
150/5395-1A	Seaplane Bases

THE FOLLOWING ADDITIONAL APPLY TO AIP PROJECTS ONLY

Updated: 12/31/2015

NUMBER	TITLE
150/5100-14E, Change 1	Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects
150/5100-17 Changes 1 - 6	Land Acquisition and Relocation Assistance for Airport Improvement Program Assisted Projects
150/5300-15A	Use of Value Engineering for Engineering Design of Airports Grant Projects
150/5320-17A	Airfield Pavement Surface Evaluation and Rating (PASER) Manuals
150/5370-12B	Quality Management for Federally Funded Airport Construction Projects
150/5380-6C	Guidelines and Procedures for Maintenance of Airport Pavements
150/5380-7B	Airport Pavement Management Program
150/5380-9	Guidelines and Procedures for Measuring Airfield Pavement Roughness



CITY COUNCIL STAFF REPORT

Item 3.9

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

September 13, 2016

AGENDA SECTION: Consent

SUBJECT: Authorizing the Expenditure of Funds to Purchase Two Replacement Patrol Vehicles and Complete the Necessary Outfitting of the Newly Purchased Vehicles with the Required Emergency Equipment

PREPARED BY: David Riviere, Chief of Police

REVIEWED BY
ADMINISTRATOR

REVIEWED BY
ATTORNEY

REVIEWED BY
FINANCE

RECOMMENDATION:

Authorize the purchase and outfitting of two new Police Ford Interceptor Utility Vehicles (piggyback the City of Sacramento Bid) from Downtown Ford Sales, Sacramento Ca, and have both outfitted by Cook's Communication.

HISTORY/BACKGROUND:

The Chowchilla Police Department currently has two, 2007 Ford Crown Victoria patrol cars, units 45 & 55, assigned for patrol/emergency operations. Each vehicle is at or above 130,000 miles. Both units are constantly going in and out of service. The repairs needed for these vehicles to maintain serviceability are exceeding the value of each vehicle. Additionally there are concerns of reliability with these vehicles during emergency operations.

Both units are needed for patrol purposes and their return to service as a reliable unit is mission-essential to ensure patrol officers are able to respond and engage in emergency situations. As part of the replacement, new emergency vehicle equipment is needed to complete the outfitting of the vehicles. This outfitting is done after the manufacturing and delivery of the vehicles to the buyer, City of Chowchilla Police Department. Upon receiving the vehicles from the seller, the vehicles are then completely outfitted with the necessary equipment such as push bumpers; light bars sirens, computers, radios etc.

Currently the City of Sacramento bid is awarded to Downtown Ford Sales in the City of Sacramento and the replacements we are requesting are the 2017 Ford Police Interceptor Utility vehicles.

Once the vehicles are delivered, we would then send them to Cook's Communication in Fresno Ca. where they would be completely outfitted with the necessary equipment for patrol operations.

In addition to the newly purchased equipment, Cook's Communication will also install the used Watch Guard Video Systems from the retiring vehicles. Based on their previous work and experience in this area of emergency vehicle outfitting, Cook's is the preferred vendor to complete the outfitting. Not only do they have the best pricing, they have great customer service and are highly recommended. Our I.T. personnel have also checked their quality of installation and agreed that they do an outstanding job and their price of installation is hard to compare.

This purchase was not approved in the 2016/2017 budget. The purchase was planned to be included in the capital equipment replacement portion of the 2016/2017 which is not yet completed.

SITUATION/ANALYSIS:

The outfitting of patrol vehicles by outside vendors has been done with all of our previously purchased vehicles since 2000.

FINANCIAL IMPACT:

The purchase price for these vehicles from the Piggyback Bid, for the City of Sacramento, from Folsom Lake Ford to include tax and shipping cost is: \$40,433.00 per vehicle.

Cook's Communications outfitting of vehicle will cost:
\$12,635.00 per vehicle.

Purchase of the in car computer equipment by the City of Chowchilla will cost:
\$4,200.00 per vehicle

The total cost per vehicle:
\$57,268.00

Total cost to City of Chowchilla:
\$114,536.00 (***Not to exceed \$120,000.00***)

Police Department Staff recommends use of funds from settlement agreement from Madera County upon approval rather than impact fees. Staff has current projects planned that will exceed available impact fees.

ATTACHED:

Downtown Ford Quote for two (2) Police Interceptor Vehicles
Cook's Communications Estimate/Quote for outfitting vehicle
Delta Wireless Quote for outfitting the vehicles
Vincent Communications email declining outfitting the vehicles
CDWG Quote for outfitting vehicle
Resolution

THIS IS YOUR QUOTE

S081616 148

DOWNTOWN FORD SALES
 525 N16th Street, Sacramento, CA 95811
 916-442-6931 fax 916-491-3138

QUOTATION

Customer

Name CITY OF CHOWCHILLA
 Address _____
 City JEFF PALMER
 Phone _____

Date 8/16/2016
 REP SANDRA
 Phone 916-442-6931
 FOB SACRAMENTO

Qty	Description	Unit Price	TOTAL
2	2017 FORD POLICE INTERCEPTOR UTILITY CITY OF SACRAMENTO PIGGYBACK	\$24,394.00	\$48,788.00
2	BALLISTIC DOOR PANELS, DRIVER/PASSENGER	\$5,138.00	\$10,276.00
2	DARK CAR / SILENT MODE	\$19.00	\$38.00
2	DEFLECTOR PLATE	\$356.00	\$712.00
2	DOME LAMP RED/WHITE IN CARGO AREA	\$48.00	\$96.00
2	FORWARD INDICATOR POCKET WARNING LIGHT	\$679.00	\$1,358.00
2	FRONT HEADLAMP LIGHTING SOLUTION	\$906.00	\$1,812.00
2	HIDDEN DOOR LOCK PLUNGER / INOP HANDLES	\$150.00	\$300.00
2	POLICE WIRE CONNECTOR KIT FRONT	\$97.00	\$194.00
2	POLICE WIRE CONNECTOR KIT REAR	\$121.00	\$242.00
2	REVERSE SENSING SYSTEM	\$285.00	\$570.00
2	SPOT LAMPS, LED	\$708.00	\$1,416.00
2	TUTONE WRAP - ALL DOORS / ROOF	\$892.00	\$1,784.00
2	PRIVACY GLAS	\$375.00	\$750.00
2	DOC FEE	\$80.00	\$160.00
SALES TAX CALCULATED AT 8.0%			

Payment Details

- Cash
 Check
 Credit Card

Name _____
 CC # _____
 Expires _____

Subtotal	\$68,496.00
Delivery	\$400.00
Taxes	
MADERA	\$5,479.68
CA Tire Tax	\$17.50
TOTAL	\$74,393.18

Office Use Only

2% DISCOUNT WITH PAYMENT IN 20 DAYS



Estimate

160 North Broadway
Fresno, CA 93701-1592

Customer No.: CHOWCHILLAPE
Quote No.: 6107

Phone: (559) 233-8818 (559) 268-8506

Quote To: **City of Chowchilla Police Department**
122 Trinity Ave
Accounts Payable
Chowchilla, CA 93610-0000

Ship To: **City of Chowchilla Police Department**
122 Trinity Ave
Chowchilla, CA 93610

Phone: (559) 665-8615
Fax: (559) 665-7418

Date	Ship Via	F.O.B.	Terms	
08/04/16	Up-Fit Shop	Origin	Net Next EOM	
Purchase Order Number		Sales Person	Required	
		Derek Marchini	08/04/16	
Quantity	Item Number	Description	Unit Price	Amount
Required	B.O.			
1	VALOR/SSP/PK	Federal Signal Valor Light-Bar, Multi-Color LED, 44" Platinum SS Package	2900.00	2900.00
1	C-VS-1400-INUT	Havis 14" Console fits '13 FPI Utility	225.00	225.00
1	C-CUP-2-I	HS Cup Dual Holder	39.00	39.00
1	C-KBM-101	Keyboard Mounting Tray	79.00	79.00
1	KBA-BLT-5RBU	TG-3 Electronics Ruggedized Keyboard Backlit & SplashProof	335.00	335.00
1	C-DMM-123	Havis Dash Monitor Mount Base. Fits '13 FPI Utility	205.00	205.00
1	C-MD-204	Low Profile Tilt Swivel Motion Device	61.00	61.00
1	C-HDM-204	8.5" Heavy Duty Telescoping Pole. Side Mount, Short Handle	136.00	136.00
1	C-MM-218	Havis Monitor Adapter Plate Assembly. Fits Panasonic H2	21.00	21.00
1	BK0534ITU16	Setina PB400 Push Bumper VS Aluminum fits '16 FPI Utility	295.00	295.00
1	PK1134ITU12SC	Setina 8XL Partion fits '13 Ford FPI Utility inc. Lower Extension Panels	625.00	625.00
1	GK10301S1USV	Setina Dual T-Rail Weapon Rack. 1 Small - 1 Universal Lock. Fits '13 FPI Utility	325.00	325.00
1	WK0514ITU12	Setina Window Barrier fits '13 Ford FPI Utility	175.00	175.00

Thank You



Estimate

160 North Broadway
Fresno, CA 93701-1592

Customer No.: CHOWCHILLAPE
Quote No.: 6107

Phone: (559) 233-8818 (559) 268-8506

Quote To: **City of Chowchilla Police Department**

Ship To: **City of Chowchilla Police Department**

122 Trinity Ave
Accounts Payable
Chowchilla, CA 93610-0000

122 Trinity Ave
Chowchilla, CA 93610

Phone: (559) 665-8615
Fax: (559) 665-7418

Date	Ship Via	F.O.B.	Terms			
08/04/16	Up-Fit Shop	Origin	Net Next EOM			
Purchase Order Number	Sales Person		Required			
	Derek Marchini		08/04/16			
Required	Quantity Shipped	B.O.	Item Number	Description	Unit Price	Amount
1			PS-FDUV-OS-R	Troy Plastic Seat & Rear Partition System for FPI Utility	1135.00	1135.00
1			AC-FDUV-CARC	Troy Cargo Mount fits '12 FPI Utility	305.00	305.00
1			AC-UV-HATCH	Troy Window Barrier fits '13 Ford FPI Utility Hatch Window	85.00	85.00
1			TK790BK	Kenwood VHF 45W RF Deck 160 Ch. Public Safety Mobile 2 Year Warranty	499.00	499.00
1			TK890BK	Kenwood UHF 45W RF Deck 160 Ch. Public Safety Mobile 2 Year Warranty	533.00	533.00
1			9FMMDB	Full Feature Dual Band Kit	547.00	547.00
2			ROOF-FT-NITI	Stico Flexi-Whip Antenna 136mhz-1ghz. Includes coax.	70.00	140.00
2			RFU505ST	PL259 For RG58	5.00	10.00
1			CB185-70	70amp Manual Reset Circuit Breaker	41.00	41.00
1			5029	12 Circuit Water Resistant Fuse Block w/Cover & mounting bracket	38.00	38.00
1			5029 FPI MNT B	Mounting Bracket for 5029 Fuse Block. Fits '13 FPI Utility	25.00	25.00
1			CGX	Charge Guard	95.00	95.00
1			SI240T-IH	Secure Idle fits '12 FPI Sedan & Utility	135.00	135.00

Thank You



Estimate

160 North Broadway
Fresno, CA 93701-1592

Customer No.: CHOWCHILLAP
Quote No.: 6107

Phone: (559) 233-8818 (559) 268-8506

Quote To: **City of Chowchilla Police Department**
122 Trinity Ave
Accounts Payable
Chowchilla, CA 93610-0000

Ship To: **City of Chowchilla Police Department**
122 Trinity Ave
Chowchilla, CA 93610

Phone: (559) 665-8615
Fax: (559) 665-7418

Date	Ship Via	F.O.B.	Terms
08/04/16	Up-Fit Shop	Origin	Net Next EOM

Purchase Order Number	Sales Person	Required
	Derek Marchini	08/04/16

Required	Quantity		Item Number	Description	Unit Price	Amount
	Shipped	B.O.				
2			MPS600U-BR	Fed Signal Micro-Pulse Ultra Blue/Red	139.00	278.00
2			MPSM6-BOOT	FS Rubber Boot Mount for (1) MPS600	25.00	50.00
1			C-EB30-TK7-1P	HS Faceplate for Kenwood 90 Series Mobiles	0.00	0.00
1			C-EB40-SSP-1P	Havis 4" Faceplate fits PA300-CN/SSP3000	0.00	0.00
1			C-FP-3	3" Blank Havis Face Plate	0.00	0.00
1			RP-3000-C	RP SMA Male fits RG58	11.50	11.50
2			5080	Relay	12.00	24.00
1			FPI13-LR	Emergency Door Lock Release for Prisoner Compartment	50.00	50.00
1			DOR 76864	Rear View Mirror Bracket	13.72	13.72
1			PTX 81844	Rearview Mirror Adhesive	8.22	8.22
1			K794	Mounting Kit for Thick Roofs Up to 1/2 Thick 3/8-3/4 Hole 17' RG58/U	27.60	27.60
1			ROOF-FT-NITI-M	Stico Flexi Whip Antenna 136mhz-1ghz	36.00	36.00
1			FHL2-SC	Fed. Sig. Headlight Flasher	70.75	70.75
1			MATERIALSFEE	Installation Material Bundle	100.00	100.00
1			LAISREG	Shop Installation Complete patrol car up-fit FPI Utility	2160.00	2160.00

Thank You



Estimate

160 North Broadway
Fresno, CA 93701-1592

Customer No.: CHOWCHILLAPE
Quote No.: 6107

Phone: (559) 233-8818 (559) 268-8506

Quote To: **City of Chowchilla Police Department**
122 Trinity Ave
Accounts Payable
Chowchilla, CA 93610-0000

Ship To: **City of Chowchilla Police Department**
122 Trinity Ave
Chowchilla, CA 93610

Phone: (559) 665-8615
Fax: (559) 665-7418

Date	Ship Via	F.O.B.	Terms
08/04/16	Up-Fit Shop	Origin	Net Next EOM

Purchase Order Number	Sales Person	Required
	Derek Marchini	08/04/16

Required	Quantity Shipped	B.O.	Item Number	Description	Unit Price	Amount
----------	------------------	------	-------------	-------------	------------	--------

Plus installation of Wi-Fi
radio, antenna, Tablet
docking station, &

WatchGuard MDVR
System all provided by
customer.

Unit#
Ford FPI Utility 2016
Lic# Vin#*

Quote subtotal	11838.79
Sales tax @ 8.22500%	796.08
Quote total	12634.87

We appreciate your continued patronage

Thank You



Delta Wireless, Inc.
 281 Business Park Way, Suite B
 Atwater CA 95301
 209-358-3281 fax 209-358-3287
 California C7 Contractor's License: 748224

Project Number **BUDGETARY ONLY**

SALES QUOTE

Customer

Name Chowchilla PD
 Address 122 Trinity Avenue
 City Chowchilla
 State CA
 Zip 93610

Contact Chief Dave Riviere
 Phone (559)665-8600 ext:500
 Fax
 Email
 Project Budgetary Quote for SUV build

Dates
 Quote Issued 8/25/2016
 Customer P.O.

Product/Service Name

Kenwood TK790 radio
 Kenwood TK890 radio
 Kenwood Dual Band interface kit
 Stico Flexible antenna whips
 PL259 connectors
 70amp breaker
 12 circuit weather resistant fuse block
 Fuse block mounting hardware
 Charge Guard
 50A Relay
 Reverse Polarity SMA Male

Quantity	Price	TOTAL
1	\$770.00	\$770.00
1	\$820.00	\$820.00
1	\$700.00	\$700.00
3	\$60.00	\$180.00
2	\$15.00	\$30.00
1	\$40.00	\$40.00
1	\$90.00	\$90.00
1	\$12.00	\$12.00
1	\$100.00	\$100.00
2	\$15.00	\$30.00
1	\$5.00	\$5.00
Subtotal Page 1		\$2,777.00
Subtotal Pages 2-6		\$16,753.00
Freight (Ground)		\$878.85
Taxable Subtotal		\$20,408.85
Tax		\$1,632.71
Nontaxable Labor		
Fuel Surcharge		
TOTAL		\$22,041.56

Sales/Offered By: Jim Rinehart
 Title: Service Manager
 Phone Number: 209-948-9611
 Engineered By (Initials):

SCOPE OF WORK:

BUDGETARY PRICING ONLY - a formal quote to be issued upon request after an on-site visual investigation of customer's existing patrol vehicle builds and needs. Delta will provide and install the above listed equipment based on the customer provided list. Delta will also provide installation labor to install customer provided equipment and hardware to include wi-fi modem and associated antenna, tablet docking station with mounting solution and WatchGuard MDVR system. Pricing is based on a **PER VEHICLE** pricing. All installation work to be completed at Delta's nearest location in Atwater.

THIS QUOTE REPRESENTS AN ENGINEERED SOLUTION AND IS PROPRIETARY AND CONFIDENTIAL

Quote valid for thirty (30) days after receipt



Delta Wireless, Inc.
 281 Business Park Way, Suite B
 Atwater CA 95301
 209-358-3281 fax 209-358-3287
 California C7 Contractor's License: 748224

Project Number BUDGETARY ONLY

SALES QUOTE

Customer	Name	Chowchilla PD	Contact	Chief Dave Riviere
	Address	122 Trinity Avenue	Phone	(559)665-8600 ext:500
	City	Chowchilla	Fax	
	State	CA	Email	
	Zip	93610	Project	Budgetary Quote for SUV build

Dates	Quote Issued	8/25/2016
	Customer P.O.	

Product/Service Name	Quantity	Price	TOTAL
Thick roof cable kit	2	\$20.00	\$40.00
Headlight Flasher	1	\$80.00	\$80.00
Federal Signal Valor 44' Lightbar	1	\$3,550.00	\$3,550.00
Federal Signal Micro-Pluse	2	\$150.00	\$300.00
Federal Signal mounting kit	2	\$20.00	\$40.00
Havis 14" console	1	\$330.00	\$330.00
Havis Dual Cupholder	1	\$50.00	\$50.00
Havis Kenwood 90 faceplate	1	\$30.00	\$30.00
Havis 4" faceplate	1	\$30.00	\$30.00
Havis 3" blank	1	\$15.00	\$15.00
Havis Keyboard mount	1	\$105.00	\$105.00
Havis monitor mount	1	\$450.00	\$450.00
Swivel tilt mount	1	\$90.00	\$90.00
Telescoping mount	1	\$200.00	\$200.00
Havis Adapter plate	1	\$30.00	\$30.00
Setina Partition	1	\$750.00	\$750.00
Setina Window barrier	1	\$230.00	\$230.00
Setina Dual weapon rack	1	\$280.00	\$280.00
Setina PB400 push-bumper	1	\$350.00	\$350.00
Subtotal	Page 2	\$6,760.00	\$6,950.00

PAGE 2

THIS QUOTE REPRESENTS AN ENGINEERED SOLUTION AND IS PROPRIETARY AND CONFIDENTIAL

Quote valid for thirty (30) days after receipt



Delta Wireless, Inc.
 281 Business Park Way, Suite B
 Atwater CA 95301
 209-358-3281 fax 209-358-3287
 California C7 Contractor's License: 748224

Project Number **BUDGETARY ONLY**

SALES QUOTE

Customer	Chowchilla PD	Contact	Chief Dave Riviere
Name	122 Trinity Avenue	Phone	(559)665-8600 ext:500
Address	Chowchilla	Fax	
City	CA	Email	
State	93610	Project	Budgetary Quote for SUV build
Zip			

Dates	Quote Issued	8/25/2016
	Customer P.O.	

Product/Service Name	Quantity	Price	TOTAL
Troy Plastic seat	1	\$1,625.00	\$1,625.00
Troy window barrier	1	\$125.00	\$125.00
Troy cargo mount	1	\$375.00	\$375.00
TG3 Backlighted Keyboard	1	\$450.00	\$450.00
Secure Idle	1	\$150.00	\$150.00
Rear Veiw mirror brcket and adhesive	1	\$50.00	\$50.00
Emergency Door lock release - prisoner compartment (vendor unknown - estimated)	1	\$350.00	\$350.00
Installation Labor - New vehicle	1	\$6,678.00	\$6,678.00
Subtotal Page 3			\$9,803.00

PAGE 3

THIS QUOTE REPRESENTS AN ENGINEERED SOLUTION AND IS PROPRIETARY AND CONFIDENTIAL

Quote valid for thirty (30) days after receipt



Delta Wireless, Inc.
 281 Business Park Way, Suite B
 Alwater CA 95301
 209-358-3281 fax 209-358-3287
 California C7 Contractor's License: 748224

Project Number **BUDGETARY ONLY**

Customer

Name Chowchilla PD
 Contact Chief Dave Riviere

Project Budgetary Quote for SUV build
 Phone (559)665-8600 ext:500

Terms and Conditions

Dates

Quote Issued 8/25/2016
 Customer P.O. _____

TERMS AND CONDITIONS (Initial and Accept or Deny in the places provided)

- 1) Installation contract: This quote is based upon detailed information provided to Delta Wireless, Inc. by the quoted customer. Signing this quote formally constitutes a signed contract for products and services between Delta Wireless, Inc. and the customer. Initial
- 2) Adds, moves and changes to the scope of work described within this quote must result in a written change order signed by both parties, prior to the re-ordering or reconfiguration of any product or service provided on this quote. Initial
- 3) Remobilization charges (depending on distance) will be added to this quote if the vehicle and/or site are not available at the time and place scheduled with the customer, or is not in the condition or configuration described by the customer. Initial
- 4) Used equipment will be installed at the customer's own risk. Appearance and performance will not be improved by installation. Customers have the responsibility to inform Delta of equipment deficiencies prior to installation. Delta will be glad to provide a quote for the repair and/or replacement of any equipment. Initial
- 5) Work Delay: Installation will begin only after all equipment to be installed is physically on hand and ready for installation. A delay in the work schedule may occur if the customer requests "Adds, moves or changes" to this quotation or if a previously unknown or undisclosed condition is discovered during installation that alters the work required. If a "change order" results, a minimum of one hour may be charged and/or travel time assessed for the remobilization of labor on the project. Initial
- 6) Restocking and freight: A 25% restocking fee will be added to the change order for any product returned by Delta, on the customer's behalf. If the equipment has already been installed and the product cannot be returned to the manufacturer, the customer must pay in full. Additional freight charges, if required, will be added to the change order. Initial
- 7) Payment for equipment due upon receipt of equipment. Initial
- 8) Labor payment due upon completion of contract.
- 9) Labor warranty 30 days. Does not cover labor required to troubleshoot and repair/replace defective equipment. Initial
- 10) Video system extended labor warranty: Delta offers an extended labor warranty to bridge the gap between the video equipment manufacturer's parts warranty and the cost of triage, analyzing, tracking, shipping, interfacing with the manufacturer, re-installing and testing the repaired video equipment. Each system is specific and unique requiring a quote. Please contact Delta Wireless at the number above. Accept Decline Initial
- 11) Equipment warranty: Manufacturer's warranty applies. All labor to troubleshoot, reprogram, and reinstall equipment will not be included in the warranty. Freight charges to the manufacturer will not be included. Initial
- 12) Non-Solicitation: Customer shall not, during the term of this Agreement and for a period of two (2) years immediately following the termination of the contract, or any extension hereof, for any reason, either directly or indirectly (a) call on, solicit, induce, recruit, or encourage any of Delta Wireless employees to leave their employment or terminate their contracts or take away such employees; (b) attempt to solicit, induce, recruit, encourage or take away employees for the customer or any other person or entity; (c) call on, solicit, induce, recruit or encourage any of the customers to terminate their relationships with Delta Wireless or take away such customers or (d) attempt to solicit, induce, recruit, encourage or take customer of Delta Wireless for the customer or any other person or entity. Initial
- 13) Integration: Delta has provided a diligent work effort to identify the complexity, reliability and compatibility of the integration required within the system design of this surveillance video solution. Manufacturers differ on their understanding, interpretation and documentation level of their equipment and software. Therefore, Delta is not liable for the written or verbal information provided to Delta and presented to our clients through manufacturers, vendors and suppliers while integrating existing or future equipment and/or systems. Change orders may occur when these factors result in additional labor hours, or if additional equipment or software is required to provide the level of integration desired or to remedy a situation caused by the integrated product. Initial
- 14) Server warranty: Server Warranty: Any attempt to alter software configuration or settings after server installation by other than Delta Wireless may void the server warranty and result in additional billing to restore proper system operation. An extended warranty through a Service Level Agreement (SLA) is available Call Delta Wireless for a quote. Accept Decline Initial
- 15) Environmental limitations of video: Variations in video quality due to changes in sun position, weather, lighting or housing cleanliness are a function of equipment limitations and are not a responsibility of Delta Wireless. Manufacturer's warranty provides for component repair at a Depot only and does not cover troubleshooting labor, shipping costs or restoration labor charges. No maintenance, warranty labor or shipping cost is provided by this installation agreement unless the customer purchases an extended labor warranty from Delta Wireless. Initial
- 16) Interference: Interference to licensed or unlicensed frequencies are not the responsibility of Delta Wireless. Initial

CUSTOMER SIGNATURE CONSTITUTES AGREEMENT WITH DELTA WIRELESS AND NETWORK SOLUTIONS TERMS AND CONDITIONS

QUOTE AND TERMS ACCEPTED BY: _____

Date: _____

Quote valid for thirty (30) days after receipt

Dave Riviere

From: Jeannette Du Sablon <jeannette@vincentcom.com>
Sent: Wednesday, August 24, 2016 4:04 PM
To: Dave Riviere
Cc: jim@vincentcom.com
Subject: Vehicle Install

Hello Dave,

Unfortunately, Vincent Communications, Inc. will have to respectfully decline this opportunity. Due to the busy fire season; we are currently booked out several months with the US Forest Service & CalFire vehicle installs therefore, we do not have the man-power your "in depth" vehicle install would require. However, we sincerely appreciate your quote request and please add us to your vendor list for future bids.

Thank you & have a nice day!

Jeannette Du Sablon Cameron
Sales Associate
Vincent Communications, Inc.
5773 E. Shields Ave.
Fresno, CA. 93727
559-292-7010/888-292-9872/Fax 559-292-7132
jeannette@vincentcom.com
www.vincentcom.com

QUOTE CONFIRMATION



DEAR JOHN TELFORD,

Thank you for considering CDW•G for your computing needs. The details of your quote are below. [Click here](#) to convert your quote to an order.

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
1BNWY5T	8/17/2016	CPD	0886574	\$4,193.55

IMPORTANT - PLEASE READ

Fees applied to item(s): 4195839

QUOTE DETAILS

ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
Panasonic Toughpad FZ-G1 - 10.1" - Core i5 5300U - 8 GB RAM - 256 GB SSD Mfg. Part#: FZ-G1J6376KM UNSPSC: 43211509 Contract: NJPA 100614#CDW Technology Catalog (100614#CDW)	1	4195839	\$2,872.79	\$2,872.79
Havis DS-PAN-702-2 - docking station Mfg. Part#: CF-H-PAN-702-2-P UNSPSC: 56112005 Contract: NJPA 100614#CDW Technology Catalog (100614#CDW)	1	3190493	\$650.20	\$650.20
iKey SL-86-911-TP-USB Mfg. Part#: SL-86-911-TP-USB UNSPSC: 43211706 Contract: NJPA 100614#CDW Technology Catalog (100614#CDW)	1	1289066	\$357.15	\$357.15

RECYCLING FEE DETAILS

ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
RECYCLING FEE 4" TO LESS THAN 15" Fee Applied to Item: 4195839	1	654809	\$3.00	\$3.00

PURCHASER BILLING INFO

Billing Address:
CITY OF CHOWCHILLA
ACCOUNTS PAYABLE
130 S 2ND ST
CHOWCHILLA, CA 93610-2935
Phone: (559) 665-8615

Payment Terms:

DELIVER TO

Shipping Address:
CITY OF CHOWCHILLA
ATTN: KURT WLODARCZYK
130 SOUTH 2ND STREET
CHOWCHILLA, CA 93610
Phone: (559) 665-8615
Shipping Method: FEDEX Ground

SUBTOTAL	\$3,880.14
SHIPPING	\$0.00
RECYCLING FEE	\$3.00
SALES TAX	\$310.41
GRAND TOTAL	\$4,193.55

Please remit payments to:

CDW Government
75 Remittance Drive
Suite 1515
Chicago, IL 60675-1515



Chris Anderson

|

(877) 570-2643

|

chrande@cdwg.com

This quote is subject to CDW's Terms and Conditions of Sales and Service Projects at <http://www.cdwg.com/content/terms-conditions/product-sales.aspx>
For more information, contact a CDW account manager

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3
2

COUNCIL RESOLUTION # -16

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHOWCHILLA, CALIFORNIA AUTHORIZING THE EXPENDITURE OF FUNDS TO PURCHASE TWO REPLACEMENT PATROL VEHICLES AND COMPLETE THE NECESSARY OUTFITTING OF THE NEWLY PURCHASED VEHICLES WITH THE REQUIRED EMERGENCY EQUIPMENT

WHEREAS, the City of Chowchilla operates and maintains a municipal police department; and

WHEREAS, the City of Chowchilla maintains a fleet of marked police vehicles for patrol purposes; and

WHEREAS, it has been determined that at least two of the marked vehicles currently in inventory have reached their serviceability life and the cost to repair them would not be cost effective; and

WHEREAS, City staff requests the vehicles be purchased from the current City of Sacramento awarded contractor, Downtown Ford Sales; and

WHEREAS, City staff recommend the up-fitting of the replacement vehicle be done by Cooks Communication after it has been delivered; and

WHEREAS, Staff recommends immediate payment to Folsom Lake Ford as they offer a two percent discount if vehicles are paid for within twenty (20) days of delivery.

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

1. The above recitals are true and correct.
2. Council approves an appropriation not to exceed \$120,000.00 to purchase and outfit two new police patrol vehicles with funds from; One time General Fund money from settlement with Madera County.
3. This resolution is effective immediately upon adoption.

PASSED AND ADOPTED by City Council of the City of Chowchilla this 13th day of September 2016 by the following vote to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

Waseem Ahmed, Mayor

ATTEST:

Joann McClendon, CMC
City Clerk



CITY COUNCIL STAFF REPORT

Item 3.10

[CLICK HERE
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THE AGENDA](#)

September 13, 2016

AGENDA SECTION: Consent

SUBJECT: Authorizing by Resolution Federal Funding Under Federal Transit Administration (FTA) Section 5339 (49 USC Section 5339) in the Amount of \$138,000 with California Department of Transportation (DOT) for the Procurement of a Replacement CATX Bus

PREPARED BY: Ellen Moy, Transportation Planner

REVIEWED BY
ADMINISTRATOR

REVIEWED BY
ATTORNEY

REVIEWED BY
FINANCE

RECOMMENDATION

Staff recommends authorizing staff to enter into an agreement with Caltrans for \$138,800 in FTA Section 5339 funds for the procurement of a replacement CATX bus and to submit required support documents.

HISTORY / BACKGROUND

The City was awarded \$138,800 in Federal Transit Administration (FTA) Section 5339 (49 U.S.C. Section 5339) funds for the replacement of a CATX bus beyond its useful life. Staff is seeking Council authorization to enter into an agreement with Caltrans to secure these funds.

The FTA Section 5339 "Buses and Bus Facilities" program provides funding to replace, rehabilitate and purchase buses and related equipment and to construct bus-related facilities. This program was authorized by Congress with passage of the Fixing America's Surface Transportation (FAST) Act on December 4, 2015 reauthorizing surface transportation programs through fiscal year 2020.

The City submitted a request to Caltrans for \$138,800 in Section 5339 funds to replace a 2009 El Dorado CATX bus. A local match of \$24,494 or 15 percent is required for an estimated total cost of \$163,294. The City will submit a Request for Reimbursement for actual costs once the procurement process has been completed.

The City's request for \$138,800 in FTA Section 5339 funds has been approved by Caltrans pending submittal of required documentation. A standard agreement and support documents will be submitted to allow the City to proceed with the bus procurement.

FINANCIAL ANALYSIS

A maximum of \$24,494 in State Transportation Development Act funds will be used as local match. The General Fund will not be impacted.

ATTACHMENTS

Resolution
Contract

COUNCIL RESOLUTION # -16

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHOWCHILLA, CALIFORNIA,
AUTHORIZING FEDERAL FUNDING UNDER FTA SECTION 5339 (49 U.S.C. SECTION 5339) WITH
CALIFORNIA DEPARTMENT OF TRANSPORTATION**

WHEREAS, the U.S. Department of Transportation is authorized to make grants to states through the Federal Transit Administration to support capital projects for non-urbanized public transportation systems under Section 5339 of the Federal Transit Act (FTA Circular 9300.1B); and

WHEREAS, the California Department of Transportation (Caltrans) has been designated by the Governor of the State of California to administer Section 5339 grants for transportation projects for bus and bus facilities; and

WHEREAS, the City of Chowchilla desires to apply for said financial assistance to permit the purchase of capital equipment/bus facilities for the CATX transit service area; and

WHEREAS, the City of Chowchilla has, to the maximum extent feasible, coordinated with other transportation providers and users in the region, including social service agencies.

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

1. The above recitals are true and correct.
2. The City Administrator, or designee, is hereby authorized to file and execute applications for federal assistance on behalf of the City of Chowchilla with Caltrans to aid in the financing of capital assistance projects pursuant to Section 5339 of the Federal Transit Act, as amended.
3. The City Administrator, or designee, is authorized to execute and file all certifications and assurances, contracts or agreements or any other document required by Caltrans.
4. The City Administrator, or designee, is authorized to provide additional information as Caltrans may require in connection with the application and approve requests for reimbursement of funds from Caltrans for Section 5339 projects.
5. This resolution is effective immediately.

PASSED AND ADOPTED by the City Council of the City of Chowchilla this 13th day of September 2016, by the following vote to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

Mayor Waseem Ahmed

ATTEST:

Joann McClendon, CMC
City Clerk

STANDARD AGREEMENT

DOT-213 (REV 4/2014)

AGREEMENT NUMBER

64GC17-00215

AMENDMENT NUMBER

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME

DEPARTMENT OF TRANSPORTATION

CONTRACTOR'S NAME

CITY OF CHOWCHILLA

2. The term of this Agreement is:

NOVEMBER 5, 2015 through JUNE 1, 2018

3. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibit A - Scope of Work	2 - 3	page(s)
Exhibit B - Budget Detail and Payment Provisions	4 - 6	page(s)
Exhibit C - General Terms and Conditions	7 - 23	page(s)
Exhibit D - Special Terms and Conditions (Attached hereto as part of this agreement)	24 - 27	page(s)
Exhibit E - Special Section 5333(b) Warranty	28 - 29	page(s)

IN WITNESS WHEREOF, this agreement has been executed by the parties hereto.

CONTRACTOR		California Department of Transportation use only		
Contractor's Name (if other than an individual, state whether a corporation, partnership, etc.)				
City of Chowchilla				
BY (Authorized Signature)	DATE SIGNED			
PRINTED NAME AND TITLE OF PERSON SIGNING				
Brian Haddix, City Administrator				
ADDRESS				
130 S Second St, Chowchilla, CA 93610				
STATE OF CALIFORNIA				
AGENCY NAME				
Department of Transportation				
BY (Authorized Signature)	DATE SIGNED			
PRINTED NAME AND TITLE OF PERSON SIGNING				
Tracy P. Harrison, FTA 5339 Program Manager				
ADDRESS				
1120 N Street, MS-39, Sacramento, CA 95814				
AMOUNT ENCUMBERED BY THIS DOCUMENT	PROGRAM/CATEGORY (CODE AND TITLE)	FUND TITLE		
\$138,800.00	FTA 5339 - Rural Discretionary	Federal Trust		
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT	(OPTIONAL USE)			
\$0.00	20.526 Capital Federal 85% Local 15%			
TOTAL AMOUNT ENCUMBERED TO DATE	ITEM	CHAPTER	STATUTE	FISCAL YEAR
\$138,800.00	2660-102-890(2)	20	2013	2014
OBJECT OF EXPENDITURE (CODE AND TITLE)				
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.		T.B.A. NO.	B.R. NO.	
SIGNATURE OF ACCOUNTING OFFICER		DATE SIGNED		



Programming Request

State of California

DRMT Federal Programs

Agency Name: City of Chowchilla

FTA 5339 Bus and Bus Facilities Discretionary Program

Federal Fiscal 2016

Congressional District: 6

Project Description: Bus Purchase (replacement)

Project Budget:

Federal Share:	\$138,800		
Toll Credits:	\$0.00		
Local Share:	\$24,494	Source:	
PROJECT TOTAL	\$163,294		

Signature (please sign in Blue Ink)

Brian Haddix

Signed by Name (please print)

City Administrator

Title

Date Signed

EXHIBIT E

SPECIAL SECTION 5333(B) WARRANTY

1. This PROJECT is subject to the Section 5333(b) (formerly Section 13(c)) Documentation and Agreement by Subrecipient to Terms and Conditions of the Special Section 5333(b) Warranty.

2. Name and Address of Subrecipient:

Agency Name: City of Chowchilla
Agency Address: 130 S. Second Street
Chowchilla, CA 93610

3. Project Description for FFY 2016:

Bus Purchase (replacement)

4. County and Service Area of Project:

City of Chowchilla and Madera County

5. List of all current operators of public transportation (including your system) and corresponding labor organizations (if applicable) representing the employees of the providers in the above service area that are eligible or potentially eligible recipients of federal Section 5339 funding assistance even if they are not currently recipients. Exclude human service agency providers from this list unless they provide transportation to the general public; exclude taxi operators unless they provide shared-ride transportation on a regular and continuing basis.

Public Transportation Operators	Labor Organizations (or N/A)
Chowchilla Area Transit Express	Operation Engineers Local No. 3
Madera County Connection	N/A

EXHIBIT E

6. **Certification.** I certify for the Subrecipient that, with respect to the subject Section 5339 project, I have reviewed the Special Section 5333(b) Warranty for the Section 5339 program including the Model Agreement which is a part thereof, and with full knowledge of the terms and conditions of said Warranty and Model Agreement, I certify that the Subrecipient agrees to comply with the terms and conditions of said Warranty and Model Agreement for the duration of the Section 5339 project and, further, that these terms and conditions will be a part of any and all agreements and contracts between or among the Federal Government, the State of California, the Subrecipient, entered into with respect to the subject Section 5339 project.

I also acknowledge that, for the purposes of the Special Section 5333(b) Warranty for the Section 5339 Program, the State of California is neither the legally nor financially responsible party under the Special Warranty, and the State assumes no special obligations under the Special Warranty that are not otherwise part of its normal obligations as a grant administering agency.

Authorized Subrecipient Signature

Date Signed

Brian Haddix, City Administrator

Print Name and Title of Authorized Signer for Subrecipient



CITY COUNCIL STAFF REPORT

Item 6.1

[CLICK HERE
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THE AGENDA](#)

September 13, 2016

AGENDA SECTION: New Business

SUBJECT: Approval of a Proposal to Complete a Strategic Update to the Downtown Design Guidelines by Minute Order

PREPARED BY: Brian Haddix, City Administrator

REVIEWED BY
ADMINISTRATOR

REVIEWED BY
ATTORNEY

REVIEWED BY
FINANCE

RECOMMENDATION

Approve by minute order, the proposal for services to complete a strategic update to the City's Downtown Design Guidelines.

HISTORY / BACKGROUND

The Downtown Design Guidelines committee was developed based on the "The Vision 2002" concept conceived in March of 1999 by the former Redevelopment Agency (RDA). Their first meeting was held in August 1999. The concept of a citizens/business owners committee was stressed to the City, to allow public input into the needs and wants of the citizens for a future of Chowchilla.

The Draft Downtown Design Guidelines, adopted in 2000, is the product of a 1-year effort of cooperation between City Staff, the RDA, business owners/citizens, and a city consultant. The document incorporates standards and provisions that serve to enhance and promote the orderly and aesthetically pleasing sense of space that will draw citizens and the traveling public into the downtown area.

This Downtown Design Guidelines was taken to the City Council for adoption on September 25, 2000 and was unanimously approved.

At the City Council meeting on August 9, 2016, QK gave a presentation to the Council on the economic, social, and aesthetic benefits of successful implementation of Design Guidelines. The presentation included a discussion on different components of the existing guidelines document, and showed visual examples of downtowns in neighboring communities that contained "desirable" downtown design features.

At that meeting, the Council discussed the opportunity and need for updating the existing Downtown Design Guidelines document, noting that it was 16-years-old. The Council gave direction to QK to prepare a scope of work and cost estimate for what it would take to modernize the document and make it more user-friendly.

FINANCIAL ANALYSIS

The proposal amount for completion of services is \$26,550. Staff is recommending that this cost be debited from the proposed settlement agreement with Madera County.

ATTACHMENTS

QK – Strategic Update of Design Guidelines Proposal
Minute Order Approval Form



September 7, 2016

P160118

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

Subject: Proposal to complete a Strategic Update to the Chowchilla Downtown Design Guidelines

Dear Mr. Haddix:

QK is thankful for the opportunity to provide a strategic update to the Chowchilla Downtown Design Guidelines. We are providing a proposal of services and a cost estimate for updating the 16 year-old document, as requested by the City Council at the August 9, 2016 meeting. We believe it would be both cost- and time-efficient to update the existing design guideline document, rather than start from scratch. Our intent is to not overhaul all the previous efforts that were undertaken by the community and staff in September of 2000.

Attached for your consideration is the scope of services and the cost proposal for completing the strategic update. We thank you for allowing us to provide this proposal and look forward to partnering with City staff and the community on this important revitalization project. With your verbal concurrence with the attached scope of work, we can provide the City with a Work Authorization and Task Order for your signature. If you have any additional questions or need clarification, please contact Annalisa Perea at 559-449-2400 (Annalisa.Perea@QKInc.com).

Note regarding Tasks provided on a Time-and-Materials basis:

1. Expenses for reproduction, mailing, mileage, etc. are billed separately per the attached Charge Rate Schedule.
2. All fees will be invoiced monthly based on the level of effort in terms of hours relative to our Charge Rate Schedule.
3. When a Task is set on a time-and-materials fee basis, it signifies that it is not possible to accurately predict the amount of work effort required typical of on-call type services. Quad Knopf will work with the client to set expectations where applicable.

Sincerely,

Annalisa Perea, LEED AP
Associate Planner

Garth Pecchenino, PE
Branch Manager

Attachment A

STRATEGIC UPDATE: DOWNTOWN CHOWCHILLA DESIGN GUIDELINES

Goal: The intent of this Strategic Update is not to discard previous efforts by the community and staff in September, 2000; but, to provide measurable guidelines, organize the manual to be more user friendly, add necessary missing elements, and update the text and descriptions as appropriate.

Scope of Work:

Task A Conduct photo tour of City. QK will digitally photograph downtown core buildings, street trees, street furnishings, lighting, etc. This tour includes Veterans Memorial Park

Deliverables

- QK will provide one print out and one digital (CD) photo inventory of the existing project area
- The above described service will be provided on a **Time & Materials Basis** for a fee of **\$1,100**

Task B Public Outreach Plan

1. QK will prepare a public outreach plan for review and comment by City
2. City to Identify list of stakeholders, business owners, and interested members of the general public
3. Prepare flyers (2) for noticing. Flyer can be used for city website, posters, and email distribution by City staff.
4. Public Workshops:
 - a. Prepare and conduct Workshop #1: Introduction, Visioning, Issues, Existing Character, Community Ideas, Interests, and Desires.
 - b. Prepare and conduct Workshop #2: Preliminary Draft Design Guidelines Document
 - c. Conduct (one) presentation of the draft design guidelines to Joint Session of Planning Commission and City Council

Deliverables

- Develop PowerPoint presentations, and deliver presentations, at two public workshops, and at one joint session of the Planning Commission and City Council
- The above described service will be provided on a **Time & Materials Basis** for a fee of **\$7,550**

Task C Design Guidelines Manual. Identify shortfalls, existing guidelines that can be used, review text for needed updates

Process: The design guidelines manual will be prepared in three steps. The first step identified in Task B above is the preparation of a preliminary draft design guidelines manual for staff review and comment prior to the second workshop. After QK has received comments from the public, we will discuss the comments with City staff and revise the manual based on their input. Once revised, we will submit a final draft manual to City staff for review and comment. QK will revise the final draft manual based on comments received and prior to the planning commission/city council presentation. QK will revise the manual based on comments received

before submitting the final Downtown Design Guidelines Manual. The contents of the manual are described below:

1. Chapter 1: Introduction
 - a. Update text (i.e., should read for all new development, redevelopment, expansion, façade improvements, etc.)
 - b. Identify the characteristics of existing buildings. Digitally photograph downtown buildings. Identify common architectural elements
2. Chapter 2: Design Criteria (*Note: This chapter will be reorganized into several chapters as identified below*),
 - a. Site Planning
 - i. Building Setbacks
 - ii. Building Spacing
 - iii. Outdoor Gathering Areas
 - iv. Outdoor Dining Areas
 - b. Circulation and Parking
 - i. Driveways
 - ii. Parking
 - iii. Screening
 - c. Architecture
 - i. General Building Design. Note: Use as much of the existing “Redevelopment Agency Design Manual Façade Standards” as possible
 - Base
 - Middle
 - Top
 - Roof
 - ii. Materials
 - Permitted
 - Not Permitted
 - iii. Colors
 - iv. Glass/Openings
 - v. Awnings and Canopies
 - d. Landscaping
 - i. Take inventory of the majority of the street trees in the downtown core that are thriving. Prepare list based on a drought tolerant selection and existing trees
 - ii. Robertson Blvd preferred street tree. *Note: This may need to be included in an approved Main Street program with Caltrans, but can be identified now*
 - iii. Kings Avenue, Trinity Avenue, and side streets preferred street trees
 - iv. Tree grates
 - e. Street Furniture: Incorporate images of preferred furnishings from existing City selection as possible into one document
 - f. Signs: Incorporate as much of City of Chowchilla commercial sign regulations graphics and text as possible into one document

3. Chapter 3: Design Areas (Downtown only). *Note: This information is redundant and can or has been identified in previous sections, except eliminate reference to Bradford Pears.*

Deliverables

- Preliminary draft downtown design guidelines manual
- Final draft design guidelines manual
- Analyze, cull, augment, reorganize and synthesize existing City of Chowchilla and Downtown goals and policies into a single, seamless vision for Downtown revitalization and beautification
- The above described service will be provided on a **Time & Materials Basis** for a fee of **\$10,300**

Task D Prepare and submit Final Design Guidelines Manual to City

Deliverables

- Provide five hardcopies of the Draft Design Guidelines Manual for staff review; revise once only based on staff comments
- Provide City with one hard copy and a digital copy (CD) of the Final Design Guidelines Manual
- The above described service will be provided on a **Time & Materials Basis** for a fee of **\$2,500**

Task E Staff Meetings

Deliverables

- Kick-off meeting and public outreach plan
- Progress review #1 (prior to workshop #1)
- Progress review #2 (prior to workshop #2)
- Final Draft review
- The above described service will be provided on a **Time & Materials Basis** for a fee of **\$2,600**

Task F Project Management, Coordination, and Administration Support

Deliverables

- QK will work with City staff to facilitate meetings with staff and with the Public, and will manage logistics and subtasks sequentially and flexibly to achieve the desired goal of a usable Downtown Design Guidelines manual
- The above described service will be provided on a **Time & Materials Basis** for a fee of **\$2,500**

TOTAL FEE (All Tasks): \$26,550

If additional meetings are warranted, they will be charged separately based on the fee schedule.

Starting from Scratch

We do not recommend starting the project from scratch, that is, by disregarding previously created Planning and Design reports and policies. To do so would be far more costly and time-consuming. We would roughly estimate that starting from scratch would cost at least \$42,000. We feel strongly that utilizing the existing documents will allow us to keep costs minimized and will expedite the timeline for completion.

Timeline for Completion

The timeline for completion will be dependent upon the actual number of outreach meetings that are conducted, the length of time required for review and comments, and the schedules of planning commission and city council meetings. At the project kick-off meeting with the City, we will discuss and finalize the project schedule.

PRELIMINARY SCHEDULE

DOWNTOWN DESIGN GUIDELINES MANUAL FOR THE CITY OF CHOWCHILLA



NOTE: SUBJECT TO CHANGE. HOLIDAYS (NOT INDICATED) MAY IMPACT SCHEDULE



2016 Charge Rate Schedule

2016 Charge Rate Schedule	
Technical Services	
Project Assistant	\$66 /hour
Project Administrator	\$88 /hour
Assistant CADD Technician/Designer /GIS Technician	\$83 /hour
Associate CADD Technician/Designer /GIS Technician	\$97 /hour
Senior Associate CADD Technician/Designer/ GIS Analyst	\$112 /hour
Senior CADD Technician/Designer /GIS Analyst	\$127 /hour
Professional Services	
Engineering	
Assistant Engineer	\$110 /hour
Associate Engineer	\$133 /hour
Senior Associate Engineer	\$156 /hour
Senior Engineer	\$180 /hour
Principal Engineer	\$199 /hour
Planning/Environmental/Landscape Architecture	
Assistant Planner/Environmental Scientist	\$77 /hour
Associate Planner/Environmental Scientist	\$97 /hour
Senior Associate Planner/Environmental Scientist	\$121 /hour
Senior Planner/Environmental Scientist/Landscape Architect	\$142 /hour
Principal Planner/Environmental Scientist	\$157 /hour
Senior Principal Planner/Environmental Scientist	\$187 /hour
Construction and Project Management	
Field Construction Observer	\$99 /hour
Associate Field Construction Observer	\$118 /hour
Senior Field Construction Observer	\$138 /hour
Assistant Construction Manager	\$110 /hour
Associate Construction Manager	\$129 /hour
Project Manager	\$133 /hour
Senior Associate Construction/Project Manager	\$148 /hour
Senior Construction/Project Manager	\$165 /hour
Principal Project Manager	\$180 /hour
Surveying	
Assistant Surveyor	\$97 /hour
Associate Surveyor	\$110 /hour
Senior Associate Surveyor	\$133 /hour
Senior Surveyor	\$156 /hour
One-Person Survey Crew	\$121 /hour
Two-Person Survey Crew	\$198 /hour
Three-Person Survey Crew	\$240 /hour

Fees are based on the median hourly pay rate for employees in each classification, plus indirect costs, overhead, and profit.

Expenses:

Plotting, In-house Printing and Reproduction, Equipment Rentals, Laboratory Analyses	1.15 x Cost
Transportation and per diem	1.15 x Cost
Mileage	\$0.63/mile
Off-road vehicles	\$50.00/day
Communication expenses (telephone, parcel post, etc.)	1.15 x Cost
Other Expenses - Including Subconsultants & Purchased Services through Subcontracts	1.15 x Cost

Rates are effective through December 31, 2016. If contract assignment extends beyond that date, a new rate schedule may be added to the contract. Litigation support will be billed at \$300 per hour. Rates based on "Prevailing Wage" (PW) for Construction Surveying will be determined by project and County per California law.



CITY COUNCIL STAFF REPORT

Item 6.2

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September 13, 2016

AGENDA SECTION: New Business

SUBJECT: Resolution Approving the use of an Empty Office Space Within the Civic Center by the Madera County Action Partnership to House a Victim Services Advocate

PREPARED BY: David Riviere, Chief of Police

REVIEWED BY
ADMINISTRATOR

REVIEWED BY
ATTORNEY

REVIEWED BY
FINANCE

RECOMMENDATION:

Staff recommends the Council approve the use of an empty office space within the Civic Center by the Madera Action Committee to house a victim services advocate.

HISTORY / BACKGROUND:

Community Action originated with the passage of the Economic Opportunities Act (EOA) of 1964 as a part of President Lyndon B. Johnson's "War on Poverty."

Thus, the Community Action movement became a part of the national policy "to eliminate the paradox of poverty in the midst of plenty." CAAs serve as an administrative umbrella for several programs that would be unable to stand individually. The system has proven to be a very cost-effective method of delivering services at the local level. Flexibility in programs, responsiveness to community needs, and local control make CAAs increasingly attractive to address communities' social needs

One of the many programs run by our local CAA is victim services. This program work hand in hand with local law enforcement agency and the victims of domestic violence, sexual assault and child abuse by providing advocates for the victims of these violent crimes by providing services to them. Some of those services include restraining orders, court transport and mental health referrals to name just a few.

Currently, Madera's Victims Services are located in the City of Madera making it very difficult for victims of the above mentioned crimes to benefit from the services offered. Many of the victims of these crimes do not have the ability to get to Madera. This may cause the victim to return to the person who they were victimized by.

Over the past couple of months Madera County received a grant from the federal government which will allow them to hire more advocates. With the increase in advocates comes the ability to house them to provide services.

During a recent meeting staff had a discussion with the staff of the Madera County Action Partnership regarding housing a victim advocate in the City of Chowchilla to address the needs of our community. All were in agreement that it would be beneficial to do so.

A location at the civic center was ultimately chosen as it is a neutral place for a person to be seen. In other words the client is less likely to run into someone they do not want to see, and it is much less intimidating than the police department would be.

The office chosen is in the civic center across from the mail room, closest to the exit door. This will allow the advocate easy entry and exit to the building. The advocate will have the same hours as those employees housed at the Civic Center and will not be in the building during off duty hours.

FINANCIAL IMPACT:

None perceived.

ATTACHMENTS:

Resolution

COUNCIL RESOLUTION # -16

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHOWCHILLA, CALIFORNIA, APPROVING THE USE OF AN EMPTY OFFICE SPACE WITHIN THE CIVIC CENTER BY THE MADERA ACTION PARTNERSHIP TO HOUSE A VICTIM SERVICES ADVOCATE.

WHEREAS, the Madera County Action Partnership (“MADCAP”) provides a substantial public benefit to the citizens of the County of Madera by its presence, including but not limited to, providing assistance for utility bills, providing assistance with daycare, operating the Head Start programs in the County as well as Victim Services; and

WHEREAS, MADCAP has historically been housed in the City of Madera to provide all of these services; and

WHEREAS, MADCAP desires to house a victim services advocate in the City of Chowchilla to make the advocate more accessible to victims of crime that live in the City of Chowchilla ; and

WHEREAS, MADCAP / Victim Services Department and the City of Chowchilla Police Department intend to work toward the mutual goal of providing maximum available assistance for crime victims residing within the area of Chowchilla; and

WHEREAS, the City has an office space available to MADCAP within the Civic Center, 130 S. Second Street to ensure our citizens receive these important services and benefits offered; and

WHEREAS, the City desires to receive these important services and benefits; and

WHEREAS, the proposed agreement is fair and equitable.

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

1. The above recitals are true and correct.
2. Council approves the use of the empty office space in the Civic Center for use by the Madera Action Partnership, Victim Services Department to house an advocate.
3. This resolution is effective immediately upon adoption.

PASSED AND ADOPTED by City Council of the City of Chowchilla this 13th day of September 2016 by the following vote to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

Waseem Ahmed, Mayor

ATTEST:

Joann McClendon, CMC
City Clerk



CITY COUNCIL STAFF REPORT

Item 6.3

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

September 13, 2016

AGENDA SECTION: New Business

SUBJECT: Approving an Operating Agreement with Community Electronic Informational Signage (CEIS), LLC for a Digital Gateway Monument Sign

PREPARED BY: Brian Haddix, City Administrator

REVIEWED BY
ADMINISTRATOR

REVIEWED BY
ATTORNEY

REVIEWED BY
FINANCE

RECOMMENDATION:

That the City Council approves an operating agreement with CEIS (Community Electronic Informational Signage) to provide a monument which includes a digital sign and authorizes the City Administrator to execute the agreement.

HISTORY / BACKGROUND:

CEIS (Community Electronic Informational Signage) is a company that installs monuments that have electronic digital signs on them. CEIS is proposing to install one monument at the southern edge of Steve's Chevrolet, adjacent to State Route 99. The location was chosen by CEIS because of its proximity to the exit ramp from northbound SR 99 to Robertson Blvd and will realize a maximum audience due to high traffic volumes at that location. Other sites along northbound SR 99 were problematic on account of trees obstructing visibility.

The monument will be designed with a Chowchilla theme in mind (i.e. brick from the Dodge Brothers Building) the design will be approved by the City prior to the fabrication and installation of the monument. The monument will include an LED display sign. CEIS will cover 100% of the cost of the monument and sign, as well as on-going maintenance of the sign and adjacent landscape. CEIS will offset the cost of construction and on-going maintenance expenses by utilizing local advertising to create income. The Agreement states that the sign will never contain obscene material nor advertise any adult matter, tobacco products, or casinos. CEIS will give first priority to City of Chowchilla businesses. The City of Chowchilla will also be given time on the sign at no cost. CEIS will provide the City with one lot of time each advertising cycle, which equates to roughly 14% of time for community messages. Also, at no cost the City, CEIS will reasonably assist the City in designing up to six digital images in each calendar year for the messages that the City wishes to display. The sign can be pre-empted by emergency services including Amber Alerts, severe weather announcements, Department of Homeland Security, and Chowchilla Police and Fire Departments. The sign will be of great value in assisting the City to achieve its public education and economic development goals. The digital sign will produce static images that are changed via computer typically every 6 to 8 seconds. The sign will NOT scroll, flash, or feature motion pictures. The sign will be equipped with ambient light sensors to ensure the least amount of brightness for the time of day or weather condition. The Federal Highway Safety Commission has endorsed these types of signs stating that they are safe and "do not appear to compromise the safety of the motoring public" (Federal Register, April 2, 2002, volume 67 number 63).

The proposed Agreement would grant CEIS the exclusive right to operate the sign for a term of 15 years. During the term of the Agreement, CEIS will be responsible for operating and maintaining the sign and all associated costs including electricity and adjacent landscape. At the end of the term, the City, at its sole

discretion, may grant an extension of the Agreement for a mutually agreeable duration of time. The Agreement states that CEIS will keep the sign in an attractive and will maintained state.

One of the most recent installations of this type of monument by CEIS was in the City of Reedley. Ca. Staff contacted the City of Reedley and they provided very positive statements regarding their experience and on-going relations with CEIS.

Currently, City Ordinance presents limitations on this type of construction. This can be rectified through either a change in ordinance or through the issuance of a conditional use permit, the latter being the preferred alternative.

Vendor Background:

CEIS is a subsidiary of Lockridge Outdoor Advertising Company. Lockridge has been in business since 1970 and has developed and installed advertising billboards in 18 states. Other neighboring cities such as Selma are also looking into an agreement with CEIS.

FINANCIAL IMPACT:

CEIS will cover 100% of the sign costs and all associated and on-going maintenance costs.

ATTACHMENTS:

Resolution

CEIS Agreement

Sign examples

COUNCIL RESOLUTION # - 16

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHOWCHILLA, CALIFORNIA,
APPROVING AN OPERATING AGREEMENT WITH COMMUNITY ELECTRONIC INFORMATIONAL
SIGNAGE (CEIS), LLC, FOR A DIGITAL GATEWAY MONUMENT SIGN.**

WHEREAS, the City of Chowchilla desires to enhance communications with its citizens and visitors; and

WHEREAS, the use of electronic messaging signs has proven to be an effective way to enhance communications with the public; and

WHEREAS, CEIS, LLC constructs and maintains electronic messaging gateway signs; and

WHEREAS, CEIS, LLC wishes to enter into an Operating Agreement for the construction, maintenance, and operation of an electronic messaging sign in the City of Chowchilla; and

WHEREAS, the City Council finds and determines that approval of such Agreement is in the best interest of residents of the City of Chowchilla.

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

1. That the Operating Agreement with CEIS, LLC, a copy of which is attached and incorporated herein by reference, is hereby approved; and the City Administrator is authorized to execute and administer such agreement for an on behalf of the City of Chowchilla.
2. This Resolution shall be effective upon passage, approval and signatures hereon in accordance with law.

PASSED AND ADOPTED by the City Council of the City of Chowchilla this 13th day of September, 2016 by the following vote to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

Waseem Ahmed, Mayor

ATTEST:

Joann McClendon, CMC
City Clerk

OPERATING AGREEMENT

THIS OPERATING AGREEMENT (“Agreement”) is entered into by and between the City of _____CHOWCHILLA, CALIFORNIA_____ and CEIS, LLC (“CEIS”).

RECITALS

WHEREAS the City recognizes the need for gateway signage and the benefits of using such signage to communicate information of interest to the general public, including Amber Alerts and other emergency public safety messages;

WHEREAS CEIS desires to operate signs in the City;

WHEREAS the Parties desire to enter into this Agreement to leverage their strengths and meet their goals.

Therefore, in light of the foregoing and based upon the exchange of valuable consideration by and between the Parties to this Agreement, the Parties hereby agree as follows:

At its own expense, CEIS will construct Gateway Signs along each designated road location per City official’s request;

The signs shall possess the following characteristics:

- Each sign shall include a static portion displaying the message “Welcome to the City of _____CHOWCHILLA_____”.
- The signs shall also include separate portions with one or more sign faces each measuring no less than 100 square feet in area. Signs along US 99 shall not exceed 360 square feet. Such faces may utilize electronic LED-type technology at the discretion of CEIS and at CEIS’ expense; and
- The signs that are 100 square feet or less will each stand no less than 16 feet in height, as measured from grade or road grade, whichever is greater. Signs along US 99 shall not exceed a height of no greater than 50’ measured from grade or road grade, whichever is greater

All costs, expenses, and liabilities incurred in conjunction with the construction of the signs, including the installation of mutually agreeable landscaping surrounding the signs, shall be paid by CEIS and, at all times, CEIS shall be the owner of the signs.

The City grants to CEIS the exclusive right for a term of 20 years to operate the signs. During this 20-year term, CEIS shall be responsible for operating and maintaining the signs. All costs associated with the operation of the signs during the 20-year term shall be paid by CEIS. This Agreement shall automatically renew for successive 20-year renewal terms unless written notice is submitted by either party to the other party at least 90 days prior to expiration of the initial term or any renewal term hereof.

CEIS agrees to operate the signs in accordance with the following conditions:

- All portions of the signs shall be kept in an attractive and well-maintained state; however, all landscaping surrounding any sign on City property shall be maintained by the City.
- Any electronic messages on the sign shall change no more frequently than every eight seconds, with message changes being accomplished in two seconds or less;
- Any electronic faces shall be equipped with the appropriate technology to handle power outages;
- Every month, CEIS shall donate, at no cost to the City, at least 14% of the available space in the signs' advertising rotation for messages of the City choosing. The City shall be allowed this free advertising for the entire tenure of CEIS' operation of the signs but the City can never sell the space for financial payments or other commercial gain;
- At no cost to the City, CEIS will reasonably assist the City in designing up to four digital images in each calendar year for the messages that the City wishes to display;
- The signs shall be made available as soon as possible after receiving notice from any City law enforcement agency for display of emergency public safety messages, to include Amber Alerts for missing children or persons, disaster evacuation guidance, or other emergency situations. Such messages shall be promptly included in the advertising rotation and shall remain in effect for 24 hours or such lesser time as requested by law enforcement; and
- The signs shall never contain obscene material nor advertise any adult matter, tobacco products, and questionable type of advertising. The City shall not otherwise restrict the content of the signs, which may advertise nonprofit/charitable causes, commercial messages, governmental and noncommercial messages, and other copy of CEIS' choosing. The City can request review of all approved art work before displaying on the sign. This must be reviewed and excepted with 24 hours.

The City agrees not to erect or allow any signs, buildings, structures, or blockages of any kind which will obstruct or hinder the signs to motorists on any of the proposed locations or obstruct CEIS' ingress or egress to the signs. In the event that City controlled trees or vegetation grow to visually obscure or obstruct access to the signs, CEIS is authorized to trim or remove such new growth at its own expense.

CEIS shall obtain, and keep in full force and effect at all times during the term of this agreement, a policy of liability insurance, with an insurer satisfactory to the City, for the protection of the Parties against liability arising out of the signs or their operations. The liability limits of the policy shall be a general liability insurance policy in the amount of at least \$3,000,000. This policy shall name the City as an additional insured.



Community Electronic Information Signage

Digital Informational Signs
AT NO COST to your municipality
and inform citizens when needed subsidized by advertising.

2110 Ranch Rd 6208

P.O. Box 341432

Austin, TX 78734

info@ceisigns.com

(727)-415-0225



Gateway Signs

CEIS
COMMUNITY ELECTRONIC INFORMATION SERVICE

A Unique Opportunity

Digital signs do more than display advertisements—they provide an array of communication possibilities. From crime fighting alerts to up-to-the-minute weather advisories, or even a last minute fundraiser for a local charity. Digital signs can offer more flexibility than other mediums. Today, experts estimate that 90 percent of adults see an out-of-home sign in their area every month. They reach the public much more reliably than television content.

Technology

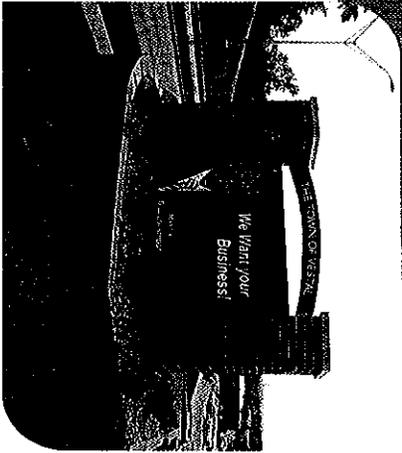
These small signs are equipped with ambient light sensors to ensure the least amount of brightness (Nits) needed for existed time of day and weather conditions. We have automatic emergency off switch in case of malfunction. Our displays at night run lower than 500 nits to ensure no significant brightness to impact drivers.

Regulation

Our company adheres to the strict standards put forth by the Outdoor Advertising Association of America including all state requirements that regulate signage.

Pennsylvania Mayor Endorses Digital Billboards as Good for the Community

Mayor Ed Pawlowski of Allentown, Pennsylvania enthusiastically supported the installation of a digital billboard in downtown Allentown because he saw it as a way to revitalize the inner city and promote safety. "Due to the ability to rapidly change and deliver information," Mayor



Pawlowski wrote in a letter explaining his support for digital billboards, "electronic message boards have assisted local law enforcement with AMBER Alerts, emergency information about public safety and traffic information."

Digital Billboards Help Find Missing Children

When four children from Middleton, Wisconsin, went missing digital billboards displayed AMBER Alerts to help find them. Days later the children were found. According to police, they recovered the children thanks to a motorist who recognized them from the AMBER Alert.

Digital Billboards Alert Public of Escaped Convict

While serving a 19.5-year sentence, drug kingpin David Green escaped from prison in Elkhart, Ohio. America's Most Wanted teamed up with the Outdoor Advertising Association of America to alert the public. The two organizations broadcasted wanted posters on several billboards through the Cleveland area to alert the public and help catch this criminal.

CEIS

FREQUENTLY ASKED QUESTIONS:

HOW MANY CEIS SIGNS ARE OFFERED TO EACH COMMUNITY AT NO COST?

We require a minimum of two (2) CEIS signs for each municipality. Suggested placements include municipality or privately owned property located at the major entrances to your community. We can provide additional locations upon review with your authorized agents.

HOW ARE WE ABLE TO OFFER CEIS SIGNS AT NO COST?

The initial cost of building the CEIS sign structure including the electronic components will be at our expense. However, there is ongoing CEIS support, including 24-hour technical support, public service agencies (PSA) and general maintenance. We offset these operating expenses by utilizing local and regional advertising to create income to offset the costs. We anticipate a total of seven (7) announcements per CEIS location. The signs will give the community direct access to community messaging, including amber alerts, municipal concerns, and other PSA's.

HOW ARE PUBLIC SERVICE ANNOUNCEMENTS DETERMINED?

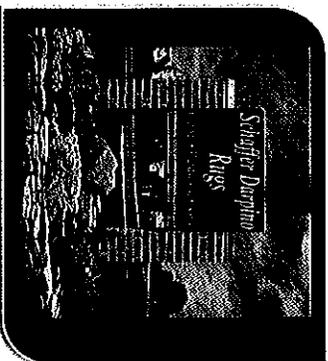
Public Service Announcements (PSA) are received through national agencies such as The Department of Missing and Exploited Children for Amber Alerts, NOAA and local weather agencies for Severe Weather Alerts and the Department of Homeland Security for National Security Announcements. A vital PSA, which affects your community, will take precedence on all CEIS locations in your community. The length of the initial PSA broadcast is determined by each agency due to the severity of each issue. It is typical for a PSA to rotate with your community and advertising broadcasts for the duration of time necessary.

HOW DO WE BROADCAST OUR COMMUNITY ANNOUNCEMENTS?

Your authorized agent will be provided contact information for CEIS representatives who can provide support with your broadcasts.

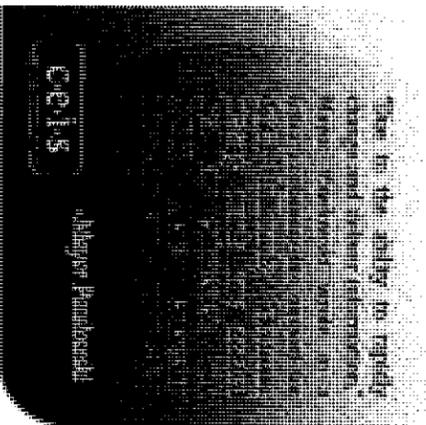
HOW SMALL IS A CEIS ELECTRONIC DISPLAY?

CEIS is a monument style structure designed to compliment any community design requirements. The typical LED screen display will be 8' x 12' (96 square feet), allowing clear visibility of each message. Messages are programmed to rotate every 8 seconds providing maximum exposure to consumers. Initial PSA alerts are the exception.



What is CEIS?

CEIS was created to address the needs of communities specifically in the areas of Public Service Announcements (PSA) and community civic messages. CEIS is a monument-style sign, designed to compliment any current surroundings, including historic or themed environments. Vital public service announcements include AMBER Alerts, Severe Weather Warnings, National Security Warnings and Disaster Announcements pertaining to individual communities. Community civic messages may include broadcasts from your community's leaders and authorized representatives. These broadcasts may include welcoming announcements, community sponsored events, and even places of interests to direct tourism.



Our legal team can assist your municipality to update your zoning ordinance to enable the use of this technology in your jurisdiction.



Ads rotate every 8 seconds providing the travelling public information. High resolution LED signage provides easy to read great looking graphics. Cities across the U.S. are excited to partner with us to better inform their citizens.



With more economical rates on advertising, non-profits are able to utilize space on our signs, helping their various missions.



Since 2007 over 34 criminals have been apprehended from using digital billboards across the United States. Many of these are violent criminals including murder, armed robbery, rapists and child predators.



Typical advertisements are directional, informative to current specials, or brand introduction. This is an example how the message on the sign above fades into the next image, showing 7 different slots. No adult-oriented businesses, tobacco products, or alcoholic beverages will ever be advertised on our community signs.



Given the flexibility of our scheduling software, specific community messages can be displayed immediately prior to events.

We understand that municipalities may be sensitive to traditional outdoor signage. Our monument signs are beautifully landscaped. We utilized high-quality rock, brick, or stucco facades incorporating wood, metal, water or other features on a site-by-site basis. The signs include "Welcome to the City of..." the date of incorporation or other details the municipality would like.



Digital Signage Saves Lives, Brings Community Together: Free to Your Community

EMERGENCY IN YOUR CITY

In the event of an emergency, one of the greatest challenges for a local government is to disseminate important information quickly to a large number of people. Conventional media used in emergency situations requires one to sit in front of a television, radio, or computer with the hope that most people will be on the channel or website containing the relevant information. How many people will that be? One hopes that it will be 30 or 40% of your community, but how do you reach the rest of your constituency? From crime-fighting alerts to timely weather advisories, community information saves lives.

Digital signs are the most recent and reliable solution for quickly disseminating critical information to large numbers of people. In reviewing your municipality's traffic studies, you were undoubtedly startled by the number of people who travel in one hour on your busiest roads. Imagine the effectiveness of a digital sign with an AMBER ALERT containing a child's picture, relevant facts, and phone numbers posted on your busiest roads during rush hour within minutes of the release of the alert. When one minute can save a life, a digital sign will make a difference to you, the family, and your community.

FIGHTING CRIME IN REAL LIFE

Due to the success of Pennsylvania's use of digital signs, the Federal Bureau of Investigation is seeking a system of digital signs to flash "hot pursuit" and "most wanted" bulletins in communities nationwide. Mayor Ed Pawlowski of Allentown, Pennsylvania stated, "Electronic message boards have assisted law enforcement with AMBER Alerts, emergency information about public safety and traffic information."

According to AMBER Alert Wisconsin, their multimedia approach to notifying the public of missing children has resulted in 14 children being found. The digital signage component of their plan and was recognized by the Wisconsin Attorney General J.B. Van Hollen as being directly related to the success of their AMBER Alert system.

America's Most Wanted announced on May 1, 2008, that the FBI has teamed up with outdoor digital advertisers in the Twin Cities to put Terrence Washington's mug on 16 digital signs. Washington broke out of his Nashville,

Tennessee prison cell and is traveling the country, as will the digital displays in pursuit of him. America's Most Wanted frequently touts the benefits of digital signage in searching for fugitives.

DISASTER ALERTS

"Findings...show that people don't act on one warning.....The challenge of public warning is not going away."

*-Art Botterell
Community Warning System
Manager, Contra Costa County,
California*

During the tragic Minnesota bridge collapse in 2007, digital signs displayed emergency messages within 15 minutes. The following day, when officials converged on Minneapolis to inspect the damage, they noticed the signs. Speaking on national TV on August 2, US Senator Amy Klobuchar (D-MN) cited the emergency messaging on digital signs as a positive community response: "When Senator Coleman and I landed, we're driving in... and there were already billboards at 9:00 in the morning - actual billboards - telling people where to go for alternative

routes."

LIFE SAVING SIGNS ARE FREE

The life saving benefit of immediate communication to your municipality is without charge to the city or to taxpayers. The initial cost of building the community electronic informational signage is paid by our company. However, to offset the maintenance of the signage, which includes 24-hour technical support, advertising will be used to offset the cost. There are seven broadcast announcements per sign location. The partnership enables this community service to be a benefit to all and, most of all, helps to keep the public safe and informed.

CITY COMMUNICATION ADVANTAGE

Whether it is to share an upcoming community event or emergency communication, digital signage will provide instant communication to your citizens. In addition, by giving local businesses a venue for advertising, digital signage can contribute to your economic development—a welcome enhancement in any business-friendly municipality.

Digital signage is a versatile communication tool which is free to your taxpayers, yet gives control to your public relations department. This unique opportunity is available to save lives, bring your community together, and enhance the economics of your city.



INFORM

PROVIDE YOUR CITIZEN ACCESS TO INFORMATION
QUICKLY, SAFELY, ESSENTIALLY, AND MOST OF ALL,
FREE.

THESE ARE THE CORE VALUES OF THE NATIONAL
FOUNDED IN 1974, CEIS HAS BEEN A LEADER IN
PROVIDING FREE INFORMATION TO THE PUBLIC.

CEIS HAS BEEN A LEADER IN PROVIDING FREE
INFORMATION TO THE PUBLIC.

CEIS HAS BEEN A LEADER IN PROVIDING FREE
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INFORMATION TO THE PUBLIC.

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ceis

Welcome to Our
Beautiful City of
REEDLEY

The World's Fruit Basket



REEDLEY

The World's Fruit Basket

Reedley CA-EST. 1869



CITY COUNCIL STAFF REPORT

Item 6.4

[CLICK HERE
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THE AGENDA](#)

September 13, 2016

AGENDA SECTION: New Business

SUBJECT: Consideration of Submitting a Request to Governor Jerry Brown to Sign AB723

PREPARED BY: Brian Haddix, City Administrator

REVIEWED BY
ADMINISTRATOR

REVIEWED BY
ATTORNEY

REVIEWED BY
FINANCE

RECOMMENDATION:

That the City Council requests that Governor Jerry Brown sign AB723, a bill that would (1) authorize the Department of Housing and Community Development (HCD) to allow an applicant with one or more Community Development Block Grant (CDBG) agreements to apply for and receive additional funds without having expended at least 50 percent of their existing awards, and (2) modify California Housing Finance Agency (CalHFA) statutes. The Mayor is authorized to sign a support letter on behalf of the Council.

HISTORY / BACKGROUND:

AB 723, an urgency measure, would (1) authorize the Department of Housing and Community Development (HCD) to allow an applicant with one or more Community Development Block Grant (CDBG) agreements, as specified, to apply for and receive additional funds without having expended at least 50 percent of their existing awards, and (2) modify California Housing Finance Agency (CalHFA) statutes.

The California Housing Finance Agency (CalHFA) is an independent entity within HCD that was established in 1975 and makes low-rate housing loans through the sale of taxable and tax exempt bonds. Historically, CalHFA has provided housing assistance in three areas: (1) below-market interest rate mortgages and downpayment assistance for first-time homebuyers, most of whom were low- and moderate income families and ethnic minorities not well-served by market rate products, (2) insurance for single-family home purchase mortgages, and (3) loans for the development of multifamily rental housing. These financial products were funded through sale of revenue bonds secured by the mortgage products and the underlying property. The operating costs of the agency are funded by (1) origination and service fees, and (2) the spread between the interest paid on its outstanding debt and the interest charged on the loans made. Beginning in 2002, passage of Proposition 46 (2002) provided funding for additional activities through sale of general obligation bonds; this source of funding was extended by passage of Proposition 1C in 2006.

The CDBG program was established by the United States Housing & Community Development Act of 1974 (HCD Act) and is administered at the federal level by the U.S. Department of Housing and Urban Development (HUD). In addition to the federal entitlement grants that are provided directly to local agencies, existing federal law authorizes each state to administer CDBG funds for small cities and counties, called "non-entitlement areas." Eligible applicants in "non-entitlement areas" include counties with fewer than 200,000 residents in unincorporated areas and cities with fewer than 50,000 residents that do not participate in the HUD CDBG entitlement program. Since 1983, HCD has administered the state CDBG program in California, and releases a notice of funding availability each year including

CDBG-eligible activities. The state program awards grants to non-entitlement areas to develop and preserve decent affordable housing.

Current state regulations prohibit an applicant with one or more current CDBG grant agreements signed in 2012 or later, for which the expenditure deadline established in the grant agreement(s) has not yet passed, from being eligible to apply for any additional CDBG funds, unless the applicant has expended at least half of CDBG funds awarded previously (the 50% rule).

AB 723, an urgency measure, would do all of the following:

- Permit HCD to allow an applicant with one or more CDBG agreements, signed in 2012 or later, to apply for and receive an award of funds without regard to whether the applicant has expended at least half of their existing awards. The awarding of funds under these circumstances shall be (1) determined by the Director of HCD, and (2) evaluated on the basis of eligibility, need, benefit, or readiness.
- Specify that CalHFA shall, in adjusting rents for household size, have the option to utilize occupancy assumptions that it determines to be appropriate and commercially reasonable for financing.
- Increase the occupancy eligibility for lower income households from 50 percent to 80 percent area median income (AMI) in multifamily rental housing developments financed by CalHFA.
- Remove existing references to the use of the sale of bond proceeds to finance CalHFA programs.
- Provide that, upon approval of the CalHFA board, CalHFA may waive the priority requirements for very low-income households in federally targeted areas upon a determination that the housing needs of a substantial number of lower income households will not otherwise be met.

This bill is supported by the League of California Cities, the California State Association of Counties and various individual cities. It passed both the State Senate and Assembly unanimously.

FINANCIAL IMPACT:

State Level: Accelerated expenditure of CDBG funds, likely in the tens of millions annually over several years (federal funds). Staff notes that current regulations appear to be preventing the expenditure of current available federal funds. Absent the bill, future allocations of federal funding may be at risk.

Chowchilla Impact: The City of Chowchilla has a CDBG grant for \$1.4 million that it received in 2014. Self Help Enterprises is tasked with managing the expenditures of these funds, but as it stands today, Chowchilla will not have expended 50% of the funds by the deadline for apply for the 2017 round of CDBG money. In large part, this can be attributed to a small city staff without historical experience in expediting the expenditures of CDBG money. This also describes many cities in California, thus the bill is limited to small cities that must get their dollars funneled through the state versus directly from the federal government.

ATTACHMENTS:

Draft Letter

CITY OF CHOWCHILLA CALIFORNIA



September 14, 2016

Governor Jerry Brown
c/o State Capitol, Suite 1173
Sacramento, CA 95814

Dear Governor Brown:

The City of Chowchilla urges your signing of AB 723 by Assemblymember Chiu pertaining to rules governing the allocation of Community Development Block Grant (CDBG) funds to small, “non-entitlement” cities and counties, which receive federal CDBG dollars via the state Department of Housing and Community Development (HCD) rather than directly from the federal government. Specifically, the City supports the deletion of the requirement that a recipient jurisdiction spend at least 50 percent of previously awarded funds before receiving another reward.

HCD adopted a rule in 2012 prohibiting any city or county from being awarded funds when the jurisdiction has not spent at least 50 percent of an existing award. The delivery of many projects slowed, however, when the recession hit and redevelopment was eliminated. The rule has effectively stopped many new projects from going forward because funds for an existing project cannot be reallocated to a new project. HCD consequently has approximately \$100 million in unspent CDBG funds that could be allocated to projects if the rule is deleted.

The City of Chowchilla is highly dependent upon CDBG grants to provide low and moderate income families with assistance in buying their first home or rehabilitating an existing home. With limited city staff to advance these vital programs, it is not always possible to spend 50% of the current year’s grant funds by the deadline to apply for the next cycle of funds. The amendment proposed by Assemblymember Chiu and supported unanimously by the California State Senate and Assembly would greatly assist Chowchilla in meeting the needs of its low and moderate income families.

Sincerely,

Waseem Ahmed, Mayor
City of Chowchilla

cc: League of California Cities



CITY COUNCIL STAFF REPORT

Item 6.5

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September 13, 2016

AGENDA SECTION: New Business

SUBJECT: Extension of the Infill Program to December 31, 2018 that Allows for the Waiver of all Development Impact Fees in the Older Established Neighborhoods so as to Incentivize Builders to Construct New Homes or Businesses on Vacant Infill Lots Providing Certain Conditions are Met

PREPARED BY: Brian Haddix, City Administrator

REVIEWED BY
ADMINISTRATOR

REVIEWED BY
ATTORNEY

REVIEWED BY
FINANCE

RECOMMENDATION:

That the City Council approves an 18 month extension of the Infill Program, giving it a new ending date of December 31, 2018. This program provides for the waiver of all development impact fees in the older, established neighborhoods, defined as that region within the yellow lines on the attached map, providing that builders construct new homes or businesses on vacant infill lots, that the homes or businesses pass their final inspection prior to the end of this program, and meet or make a substantial effort to procure at least 30% of their goods and services originating from within the City of Chowchilla.

HISTORY / BACKGROUND:

On March 8, 2016, the City Council approved the creation of the Infill Program. This program is intended to provide a temporary stimulus to the local economy and an improvement to local neighborhoods by providing jobs in the construction trades and by infill development of vacant lots in the more established neighborhoods of Chowchilla, including the downtown. The intent of the program at the time of passage by the Council was to "induce builders to reenter the Chowchilla housing market to complete partially built out neighborhoods and, perhaps to plan additional construction projects." Since approval of this program, two homes have been completed, plans for seventeen have been submitted to city hall, and sixty five more lots are under consideration by two builders. In short, this program has been a success.

An interest has been expressed to extend the program an additional 18 months. This would mean that its new ending date would be December 31, 2018. The reason for the extension stems from the requirement that program participants present receipts or contracts documenting that they achieved the 30% local procurement at the time that the building gets its final inspection. A key point here is that the final inspection must occur prior to the end of this program. This requirement was put in place to avoid speculators from buying land exempt from development impact fees and not building. The challenge presented by this requirement is the amount of time it takes to get a house or building through to final inspection. To date, it has taken five months from the beginning of the program before the first three houses passed final inspection. Considering that there are potentially 80 more lots likely to be built, builders are asking that the program be extended 18 months from the ending date of the current program.

Background on the Program: The construction industry for Chowchilla contributes approximately 20% to the City's annual sales tax. More importantly, it provides employment opportunities for Chowchilla construction trades employees and the manufacturers that produce the components used in the commercial and residential construction. Increased residential construction will result in increased paychecks in the local economy, resulting in less public assistance. As those checks are spent local

merchants will benefit by selling additional products, and the city will benefit by collecting additional sales tax revenues. As more homes are built land values will be reassessed upward, resulting in larger property tax revenues flowing into the city to fund city services.

A temporary rollback or suspension of development impact fees may result in increased impacts on Chowchilla's infrastructures and services, without an offsetting pool of money with which to provide increased infrastructures and services. That is why this must be a time limited stimulus. Even though there will be a smaller, or non-existent pool of development impact fees from this infill program, an increasing number of residents will use and pay for city utilities, such as water, sewer and garbage services, thereby spreading the cost of providing services over a larger universe of rate payers. Additionally, there is the potential for significant increases in property taxes.

Why target infill? According to the American Planning Association, infill is described as development that, "optimize[s] prior infrastructure investments and consumes less land that is otherwise available..." The Association noted that infill development can result in: efficient utilization of land resources; more compact patterns of land use and development; reinvest in areas that are targeted for growth and have existing infrastructure; and a more efficient delivery of quality public services.

The benefit of the infill component of this program to Chowchilla is increased vitality to established neighborhoods. According to a May, 2015 document created by USEPA's Office of Sustainable Communities entitled, "Attracting Infill Development in Distressed Communities: 30 Strategies":

- Compared to Greenfield development, infill development reduces the need to extend infrastructure and add services, which can reduce capital costs for a municipality in the near term and maintenance costs in the long term.
- Compact infill development with a mix of uses yields more property tax revenue per acre than spread-out, single-use Greenfield development.
- Development can help stabilize impoverished or abandoned areas by introducing a more diverse mix of households at different income levels.

Infill development provides more choices to meet changing consumer preferences driven by demographic shifts.

FINANCIAL IMPACT:

Eliminating residential development impact fees altogether results in a reduction of approximately \$18,960.01 per house build. However, it is anticipated that few, if any, new homes would be built under existing circumstances.

ATTACHMENTS:

Resolution

Map

Prior Resolution #28-16

COUNCIL RESOLUTION # - 16

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHOWCHILLA, CALIFORNIA,
APPROVING AN 18 MONTH EXTENSION OF THE INFILL PROGRAM TO DECEMBER 31, 2018
THAT ALLOWS FOR THE WAIVER OF ALL DEVELOPMENT IMPACT FEES IN THE OLDER
ESTABLISHED NEIGHBORHOODS SO AS TO INCENTIVIZE BUILDERS TO CONSTRUCT NEW
HOMES OR BUSINESSES ON VACANT INFILL LOTS PROVIDING CERTAIN CONDITIONS ARE
MET**

WHEREAS, the San Joaquin Valley has yet to feel the full effects of an economic recovery; and,

WHEREAS, the City of Chowchilla has numerous vacant lots with in its older, established neighborhoods, including the downtown; and,

WHEREAS, the City of Chowchilla's construction activity in its older, established neighborhoods is virtually nonexistent; and,

WHEREAS, a successful infill development is characterized by overall residential densities high enough to support improved transportation choices as well as a wider variety of convenience services and amenities; and,

WHEREAS, the public benefit of infill development is the positive impact on the quality of life in older, established neighborhoods through an improvement in air quality, access to services, quality affordable housing, cultural, social, and recreational and entertainment opportunities, gathering places, and vitality to older centers and neighborhoods; and

WHEREAS, the City of Chowchilla desires to provide a stimulus that will revive the home construction infill business in older, established neighborhoods for a limited period of time, thereby providing additional local construction jobs while infill development is used to improve the quality of neighborhoods;

NOW THEREFORE, IT IS HEREBY RESOLVED, by the City Council of the City of Chowchilla, State of California that,

1. The deadline for the Infill Program be extended until December 31, 2018; and,
2. The Infill program provides for the waiver of all development impact fees in the older, established neighborhoods, including the downtown, defined as that region within the yellow lines on the attached map; and,
3. To qualify for the Infill Program, builders who construct new homes or businesses on vacant infill lots, must document that they have met or made a substantial effort to procure at least 30% of their goods and services originating from within the City of Chowchilla; and,
4. All homes or businesses included in the Infill Program must pass final inspection prior to the ending date, December 31, 2018, of the program.

PASSED AND ADOPTED by the City Council of the City of Chowchilla this 13th day of September, 2016 by the following vote to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

Waseem Ahmed, Mayor

ATTEST:

Joann McClendon, CMC
City Clerk



Chowchilla, CA 93610 Chowchilla

Ave 25 1/2

Rd 14

Ave 25

Ave 24 1/2

233

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Google earth

Imagery Date: 3/18/2015 37°06'48.82" N 120°16'13.88" W elev 231 ft eye alt 9850 ft

1998

COUNCIL RESOLUTION # 28-16

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHOWCHILLA, CALIFORNIA, APPROVING, FOR A DEFINED PERIOD (April 1, 2016 – April 1, 2018) ALL DEVELOPMENT IMPACT FEES IN THE OLDER ESTABLISHED NEIGHBORHOODS BE WAIVED FOR BUILDERS TO CONSTRUCT NEW HOMES ON VACANT INFILL LOTS

WHEREAS, the national, state and local economics have yet to feel the full effects of an economic recovery; and,

WHEREAS, the City of Chowchilla has numerous vacant lots with in its older, established neighborhoods; and,

WHEREAS, the City of Chowchilla's construction activity in its older, established neighborhoods is virtually nonexistent; and,

WHEREAS, the benefits of infill development will have a positive impact on the quality of life in older, established neighborhoods; and,

WHEREAS, the City of Chowchilla desires to provide a stimulus that will revive the home construction infill business in older, established neighborhoods for a limited period of time, thereby providing additional local construction jobs while infill development is used to improve the quality of neighborhoods;

NOW THEREFORE, IT IS HEREBY RESOLVED, by the City Council of the City of Chowchilla, State of California that, for a period of 18 months beginning April 1, 2016 and ending April 1, 2018, all development impact fees in the older, established neighborhoods defined as that region within the yellow lines on the attached map be waived for builders that construct new homes on vacant infill lots and who meet or make a substantial effort to procure at least 30% of their goods and services originating from within the City of Chowchilla.

PASSED AND ADOPTED by the City Council of the City of Chowchilla this 8th day of March, 2016 by the following vote to wit:

AYES: 5 – Haworth, Walker, Chavez, Gaumnitz, Ahmed

NOES: 0

ABSENT: 0

ABSTAIN: 0

APPROVED:


Waseem Ahmed, Mayor

ATTEST:


Joann McClendon, CMC
City Clerk



CITY COUNCIL STAFF REPORT

Item 6.6

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

September 13, 2016

AGENDA SECTION: New Business

SUBJECT: Approving a Settlement with the County Related to Vehicle License Fee Revenue from the State Prisons within the City

PREPARED BY: Brian Haddix, City Administrator

REVIEWED BY
ADMINISTRATOR

REVIEWED BY
ATTORNEY

REVIEWED BY
FINANCE

RECOMMENDATION

That the Chowchilla City Council approve a Resolution approving a Settlement Agreement and Release and an associated Amendment to 1996 Annexation Agreement between the City and the County resolving the dispute between the City and the County concerning the distribution of Vehicle License Fee revenue derived from the state prisons within the City limits.

HISTORY / BACKGROUND

In 1996, the City and the County entered into an agreement that facilitated the annexation of the nearby state prisons to the City of Chowchilla. The 1996 agreement requires the City to share with the County certain revenues derived from the prison territory. A dispute arose in 2013 over whether the City was obligated to share vehicle license fee revenue with the County. The City asserted that the 1996 agreement does not obligate it to share such revenue, despite the fact that it has been sharing the revenue for many years. The County disagreed, arguing that the 1996 agreement entitled it to 52.5% of the vehicle license fee revenue derived from the prison. Chowchilla filed suit, and the representatives of the parties reached terms of a tentative settlement. The City Council and the Board of Supervisors are being asked to formally approve the settlement, which includes an amendment to the 1996 Annexation Agreement. It is anticipated that staff will report at the City Council Meeting that the Board of Supervisors approved the settlement at its meeting earlier in the day.

The terms of the tentative settlement are as follows:

1. County will pay the City \$1,891,889.53, as follows:
 - a. Forgiveness of \$306,000 in debt to the county arising from a loan for the police facility
 - b. Cash payments of:
 - i. \$1,544,000 payable in three equal installments due September 1, 2016, July 1, 2017, and July 1, 2018
 - ii. \$41,889.53 payable on October 1, 2016
2. The City will agree to share its VLF Prison Revenue, as defined in the settlement agreement, with the County, beginning at 41% and reducing annually by 3 percentage points until the permanent share is 20% in 2022.

The City is thankful that the parties were able to resolve their differences before trial.

FINANCIAL ANALYSIS

The settlement will have a positive financial impact by guaranteeing a permanent source of ongoing revenue to the general fund.

ATTACHMENTS

Resolution

Amendment to 1996 Prison Annexation Agreement

Settlement Agreement

1996 Prison Annexation Agreement

COUNCIL RESOLUTION # -16

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHOWCHILLA, CALIFORNIA
APPROVING A SETTLEMENT AGREEMENT WITH THE COUNTY OF MADERA RELATED TO
VEHICLE LICENSE FEE REVENUE FROM THE STATE PRISONS WITHIN THE CITY**

WHEREAS, in 1996, the City and the County entered into an agreement that facilitated the annexation of the nearby state prisons to the City of Chowchilla, which agreement requires the City to share with the County certain revenues derived from the prison territory.

WHEREAS, in 2013, a dispute arose between the City and the County concerning whether the City was obligated to share vehicle license fee revenue with the County, in which the City asserted that the agreement does not obligate it to share such revenue, despite the fact that it has been sharing the revenue for many years, and the County disagreed, arguing that the 1996 agreement entitled it to 52.5% of the revenue.

WHEREAS, the City filed a lawsuit against the County on May 8, 2014, and, since then, the representatives of the parties engaged in negotiations that have resulted in a tentative settlement agreement to resolve the dispute and litigation.

NOW THEREFORE, BE IT RESOLVED by the Council of the City of Chowchilla that the City hereby approves and adopts the attached Settlement Agreement among the City of Chowchilla, the County of Madera, the County Treasurer, and the County Auditor; and

BE IT FURTHER RESOLVED by the Council of the City of Chowchilla that the City hereby approves and adopts the attached Amendment to Madera County Contract No. 5686-C-96 pertaining to the Annexation of State Prison Facilities to the City of Chowchilla.

PASSED AND ADOPTED by the City Council of the City of Chowchilla this 13th day of September 2016 by the following vote to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

Waseem Ahmed, Mayor

ATTEST:

Joann McClendon, CMC
City Clerk

AMENDMENT TO MADERA COUNTY CONTRACT NO. 5686-C-96
(Annexation of State Prison Facilities to the City of Chowchilla)

This Amendment (the "Amendment") to Madera County Contract No. 5686-C-96 (the "Contract") is made and entered into this ____ day of September, 2016, by and between the County of Madera, a political subdivision of the State of California (the "County"), and the City of Chowchilla, a Municipal Corporation of the State of California (the "City").

RECITALS

A. WHEREAS, the State of California built a state prison facility (the "Prison") within the County of Madera, and although near the City, the Prison was not contiguous and not within its territory, and the Prison inmates did not count toward the City population for State funded population-based subventions. The City desired to annex the Prison so that, despite its non-contiguous status, the Prison population would be credited towards the City, thus providing additional population-based subventions from the State to offset some of the costs incurred by the City as a result of the Prison's location near the City. In order to do so, special legislation was needed;

B. WHEREAS, on May 21, 1996, the City and the County entered into the Contract which provided for the terms and conditions under which the County would support the legislation needed to annex the Prison into the City. A true and correct copy of the Contract is attached hereto as Exhibit "A";

C. WHEREAS, among other things, the Contract provides for the sharing between the City and the County of certain population-based subventions received from the State which are attributable to the Prison population, including Gas Taxes and Vehicle License Fees ("VLF");

D. WHEREAS, the City and the County performed under the terms and conditions of the Contract until 2013, when the City re-examined the Contract and determined that it believed it had overpaid the County under the Contract as it believed the Contract did not provide for the sharing of VLF revenue with the County;

E. WHEREAS, in July of 2014, the City filed suit against the County in Madera County Superior Court (Case No. MCV067610), seeking a writ of mandate, injunctive relief, declaratory relief and restitution of the Prison VLF Revenue paid to the County and the property taxes withheld by the County, and other forms of relief (the "Action"); and

F. WHEREAS, the City and the County settled the Action by, among other things, agreeing to amend the Contract, as set forth below. With the exception of those terms which are included in this Amendment, all other terms of the Contract shall remain the same and in force.

NOW THEREFORE, the City and the County hereby agree to amend the Contract as set forth below.

AMENDMENT

Paragraph 4 of the Contract shall read as follows:

“4. CITY anticipates that if the prison territory is annexed to the City of Chowchilla then CITY will receive additional subventions from the State of California under the terms of California Streets and Highways Code §§ 2105, 2106, and 2107. The parties agree that if CITY received such additional subventions then CITY shall pay to COUNTY 52½ % of such new revenues and CITY shall retain the remaining 47½ % of such new revenues.

a. For the purposes of this Agreement, the term “VLF Prison Revenue” shall refer to any revenue attributable to the population of the prison territory that (a) the state allocates to the City pursuant to Revenue and Taxation Code sections 11001.5 or 11005; (b) the County Auditor allocates to the City pursuant to Revenue and Taxation Code section 97.70, or (c) is meant to replace or subsidize allocations due to the population of the Prison territory and in any way related to VLF, including but not limited to those revenues under Revenue and Taxation Code sections 97.70, 11001.5 or 11005.

b. The CITY agrees that from the date this Agreement is executed, it will share with the COUNTY any VLF Prison Revenue the CITY receives from the State as described below in this Agreement. Neither the COUNTY nor the County Auditor shall deduct the amounts the CITY is required to share under this Agreement prior to distributing VLF Prison Revenue to the CITY.

(1) For the first allocation of VLF Prison Revenue for the 2016-2017 fiscal year [typically paid in January or February], the CITY shall share the VLF Prison Revenue, with the CITY retaining 59% of the VLF Prison Revenue and the COUNTY receiving 41% of the VLF Prison Revenue;

(2) For the second allocation of VLF Prison Revenue for the 2016-2017 fiscal year [typically paid in May or June] (and any subsequent allocations during that same fiscal year) and the first allocation of VLF Prison Revenue for the 2017-2018 fiscal year [typically paid in January or February], the CITY shall share the VLF Prison Revenue with the County, with the CITY retaining 62% of the VLF Prison Revenue and the COUNTY receiving 38% of the VLF Prison Revenue;

(3) For the second allocation of VLF Prison Revenue for the 2017-2018 fiscal year [typically paid in May or June] (and any subsequent allocations during that same fiscal year) and the first allocation of VLF Prison Revenue for the 2018-2019 fiscal year [typically paid in January or February], the CITY shall share the VLF Prison Revenue with the County, with the CITY retaining 65% of the VLF Prison Revenue and the COUNTY receiving 35% of the VLF Prison Revenue;

(4) For the second allocation of VLF Prison Revenue for the 2018-2019 fiscal year [typically paid in May or June] (and any subsequent allocations during that same fiscal year) and the first allocation of VLF Prison Revenue for the 2019-2020 fiscal year [typically paid in January or February], the CITY shall share the VLF Prison Revenue with the County, with the CITY retaining 68% of the VLF Prison Revenue and the COUNTY receiving 32% of the VLF Prison Revenue;

(5) For the second allocation of VLF Prison Revenue for the 2019-2020 fiscal year [typically paid in May or June] (and any subsequent allocations during that same fiscal year) and the first allocation of VLF Prison Revenue for the 2020-2021 fiscal year [typically paid in January or February], the CITY shall share the VLF Prison Revenue with the County, with the CITY retaining 71% of the VLF Prison Revenue and the COUNTY receiving 29% of the VLF Prison Revenue;

(6) For the second allocation of VLF Prison Revenue for the 2020-2021 fiscal year [typically paid in May or June] (and any subsequent allocations during that same fiscal year) and the first allocation of VLF Prison Revenue for the 2021-2022 fiscal year [typically paid in January or February], the CITY shall share the VLF Prison Revenue with the County, with the CITY retaining 74% of the VLF Prison Revenue and the COUNTY receiving 26% of the VLF Prison Revenue;

(7) For the second allocation of VLF Prison Revenue for the 2021-2022 fiscal year [typically paid in May or June] (and any subsequent allocations during that same fiscal year) and the first allocation of VLF Prison Revenue for the 2022-2023 fiscal year [typically paid in January or February], the CITY shall share the VLF Prison Revenue with the County, with the CITY retaining 77% of the VLF Prison Revenue and the COUNTY receiving 23% of the VLF Prison Revenue;

(8) For the second allocation of VLF Prison Revenue for the 2022-2023 fiscal year [typically paid in May or June] (and any subsequent allocations during that same fiscal year) and the first allocation of VLF Prison Revenue for the 2023-2024 fiscal year [typically paid in January or February], the CITY shall share the VLF Prison Revenue with the County, with the CITY retaining 80% of the VLF Prison Revenue and the COUNTY receiving 20% of the VLF Prison Revenue; and

(9) For every allocation after the first allocation of VLF Prison Revenue for the 2023-2024 fiscal year, the CITY shall share the VLF Prison Revenue with the County, with the CITY retaining 80% of the VLF Prison Revenue and the COUNTY receiving 20% of the VLF Prison Revenue.”

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date indicated above.

COUNTY OF MADERA

CITY OF CHOWCHILLA

By: _____ By: _____

Name: _____ Name: _____

Title: _____ Title: _____

REVIEWED AND APPROVED AS TO FORM:

Dated: September ____, 2016

McCORMICK, BARSTOW, SHEPPARD,
WAYTE & CARRUTH LLP

By: _____

Matthew E. Fletcher
Attorneys for COUNTY OF MADERA, TRACY
KENNEDY and TODD MILLER

Dated: September ____, 2016

MEYERS, NAVE, RIBACK,
SILVER & WILSON

By: _____

Blake P. Loeb
Attorneys for CITY OF CHOWCHILLA

SETTLEMENT AGREEMENT

This Settlement Agreement (the “Agreement”) is entered into and effective this ___ day of September, 2016 by and between the County of Madera, Tracy Kennedy (in her official capacity only, as County Treasurer of the County of Madera) and Todd Miller (in his official capacity only, as the County Auditor Controller of the County of Madera) (collectively the “County”) and the City of Chowchilla (the “City”) (collectively the “Parties”).

RECITALS

A. The State of California built a state prison facility (the “Prison”) within the County of Madera, and although near the City, the Prison was not contiguous and not within its territory, and the Prison inmates did not count toward the City population for State funded population-based subventions. Because the Prison was located within the County, the Prison inmates did count toward the County population for State funded population-based subventions. The City desired to annex the Prison so that, despite its non-contiguous status, the Prison population would be credited towards the City, thus providing additional population-based subventions from the State to offset some of the costs incurred by the City as a result of the Prison’s location near the City.

B. Vehicle License Fees (“VLF”) and Gas Taxes were two population-based subventions received by cities and counties from the State. Former Revenue and Taxation Code section 11005 required the State to distribute VLF it collected to cities and counties on a per-capita basis. Gas Taxes were authorized by Streets and Highway Code sections 2105-2107, and, similar to VLF, were also distributed to cities and counties based on population.

C. To be able to annex the Prison, special legislation needed to be passed, and to pass this legislation, County support was needed. The City and the County negotiated the terms

under which the County would provide support for the annexation and after the legislation was passed allowing for the Prison to be annexed, the City and the County entered into Madera County Contract No. 586-C-96 on May 21, 1996 (the “Contract”).

D. The annexation of the Prison doubled the City’s population and as a result, the City received VLF and Gas Taxes from the State based on this increased population.

E. Based on what the City believes to be a misunderstanding of what the Contract required, City staff began paying not only the 52.5% of the Gas Tax Revenue to the County (which the City believes was and is required by the Contract), but also paid 52.5% of the VLF revenue it received from the State related to the Prison Population (“Prison VLF Revenue”) – which the City believes it was never required to pay. Essentially, this practice continued until 2013.

F. In 2013, the City re-examined the Contract and discovered that, according to its view, it was never required to make any payments of Prison VLF Revenue to the County. As a result, the City stopped making payments to the County in 2013 of Prison VLF Revenue. Because the County contended that the Contract did require payment of Prison VLF Revenue, the County began withholding property tax revenues from the City in an amount equivalent to the Prison VLF Revenue that was no longer being paid by the City.

G. In July of 2014, the City filed suit against the County in Madera County Superior Court (Case No. MCV067610), seeking a writ of mandate, injunctive relief, declaratory relief and restitution of the Prison VLF Revenue paid to the County and the property taxes withheld by the County, and other forms of relief (the “Action”).

H. The City and the County now agree to compromise and settle all disputes arising from the Contract and the Action on the following terms:

AGREEMENT

1. **Payment to the City.** County shall pay to City the sum of one million eight hundred ninety one thousand, eight hundred and eighty nine dollars and fifty-three cents (\$1,891,889.53) (the "Settlement Sum"). Payment of the Settlement Sum shall be as follows:

(a) Immediate forgiveness of debt in the amount of three hundred and six thousand dollars (\$306,000.00), which the City owes the County for the construction of the City police facility. Any lien on the property shall be released by October 1, 2016;

(b) Cash in the amount of one million five hundred and forty four thousand dollars (\$1,544,000.00), payable over three (3) years in equal installments, without interest, commencing with the first installment of \$514,666.67 due October 1, 2016. The second installment of \$514,666.67 shall be due on July 1, 2017 and the third and final installment in the sum of \$514,666.67 shall be due on July 1, 2018; and

(c) The sum of forty one thousand eight hundred and eighty nine dollars and fifty-three cents (\$41,889.53) due on October 1, 2016. This amount represents the difference between the 47.5% of the Prison VLF revenue received by the City from the County in June 2016 for the second allocation of VLF Prison Revenue for 2015-2016 fiscal year, and the agreed upon split of 59% for the City and 41% for the County. The parties had previously agreed to the 59%/41% split for the second allocation of VLF Prison Revenue, but the distribution to the City at the 47.5%/52.5% rate occurred before this Agreement could be finalized and executed by the Parties.

Payment of the Settlement Sum shall be in settlement of any obligation or funds allegedly owed to the City or the County based on the Contract at issue in the Action, from the date the Contract was signed until the execution of this Agreement by the Parties.

2. **Amendment of the Contract.** The Parties agree to amend the Contract as follows:

(a) Add a Paragraph 4(a) which shall state:

“For the purposes of this Agreement, the term “VLF Prison Revenue” shall refer to any revenue attributable to the population of the prison territory that (a) the state allocates to the City pursuant to Revenue and Taxation Code sections 11001.5 or 11005; (b) the County Auditor allocates to the City pursuant to Revenue and Taxation Code section 97.70, or (c) is meant to replace or subsidize allocations due to the population of the Prison territory and in any way related to VLF, including but not limited to those revenues under Revenue and Taxation Code sections 97.70, 11001.5 or 11005.”

(b) Add a Paragraph 4(b) which shall state:

“The CITY agrees that from the date this Agreement is executed, it will share with the COUNTY any VLF Prison Revenue the CITY receives from the State as described below in this Agreement. Neither the COUNTY nor the County Auditor shall deduct the amounts the CITY is required to share under this Agreement prior to distributing VLF Prison Revenue to the CITY.

(1) For the first allocation of VLF Prison Revenue for the 2016-2017 fiscal year [typically paid in January or February], the CITY shall share the VLF Prison Revenue, with the CITY retaining 59% of the VLF Prison Revenue and the COUNTY receiving 41% of the VLF Prison Revenue;

(2) For the second allocation of VLF Prison Revenue for the 2016-2017 fiscal year [typically paid in May or June] (and any subsequent allocations during that same fiscal year) and the first allocation of VLF Prison Revenue for the 2017-2018 fiscal year [typically paid in January or February], the CITY shall share the VLF Prison Revenue with the County, with the CITY retaining 62% of the VLF Prison Revenue and the COUNTY receiving 38% of the VLF Prison Revenue;

(3) For the second allocation of VLF Prison Revenue for the 2017-2018 fiscal year [typically paid in May or June] (and any subsequent allocations during that same fiscal year) and the first allocation of VLF Prison Revenue for the 2018-2019 fiscal year [typically paid in January or February], the CITY shall share the VLF Prison Revenue with the County, with the CITY retaining 65% of the VLF Prison Revenue and the COUNTY receiving 35% of the VLF Prison Revenue;

(4) For the second allocation of VLF Prison Revenue for the 2018-2019 fiscal year [typically paid in May or June] (and any subsequent allocations during that same fiscal year) and the first allocation of VLF Prison Revenue for the 2019-2020 fiscal year [typically paid in January or February], the CITY shall share the VLF Prison Revenue with the County, with the CITY retaining 68% of the VLF Prison Revenue and the COUNTY receiving 32% of the VLF Prison Revenue;

(5) For the second allocation of VLF Prison Revenue for the 2019-2020 fiscal year [typically paid in May or June] (and any subsequent allocations during that same fiscal year) and the first allocation of VLF Prison Revenue for the 2020-2021 fiscal year [typically paid in January or February], the CITY shall share the VLF Prison Revenue with the County, with the CITY retaining 71% of the VLF Prison Revenue and the COUNTY receiving 29% of the VLF Prison Revenue;

(6) For the second allocation of VLF Prison Revenue for the 2020-2021 fiscal year [typically paid in May or June] (and any subsequent allocations during that same fiscal year) and the first allocation of VLF Prison Revenue for the 2021-2022 fiscal year [typically paid in January or February], the CITY shall share the VLF Prison Revenue with the County, with the CITY retaining 74% of the VLF Prison Revenue and the COUNTY receiving 26% of the VLF Prison Revenue;

(7) For the second allocation of VLF Prison Revenue for the 2021-2022 fiscal year [typically paid in May or June] (and any subsequent allocations during that same fiscal year) and the first allocation of VLF Prison Revenue for the 2022-2023 fiscal year [typically paid in January or February], the CITY shall share the VLF Prison Revenue with the County, with the CITY retaining 77% of the VLF Prison Revenue and the COUNTY receiving 23% of the VLF Prison Revenue;

(8) For the second allocation of VLF Prison Revenue for the 2022-2023 fiscal year [typically paid in May or June] (and any subsequent allocations during that same fiscal year) and the first allocation of VLF Prison Revenue for the 2023-2024 fiscal year [typically paid in January or February], the CITY shall share the VLF Prison Revenue with the County, with the CITY retaining 80% of the VLF Prison Revenue and the COUNTY receiving 20% of the VLF Prison Revenue; and

(9) For every allocation after the first allocation of VLF Prison Revenue for the 2023-2024 fiscal year, the CITY shall share the VLF Prison Revenue with the County, with the CITY retaining 80% of the VLF Prison Revenue and the COUNTY receiving 20% of the VLF Prison Revenue.”

(c) All other terms of the Contract shall remain in force, including the sharing arrangements concerning taxes received by the City pursuant to the California Streets & Highways Code.

(d) The Agreement is contingent upon the City and the County each formally approving and adopting the above changes to the Contract on or before October 1, 2016.

(e) Each allocation shall be distributed in the manner it was distributed before 2013, with the State sending the City the entire sum for the Prison VLF Revenue and the City distributing the appropriate sum to the County.

(f) **Dismissal.** In exchange for the mutual promises contained herein, within thirty (30) days of execution of this Agreement, the City shall execute and file a Request for Dismissal of this Action with the Court, with prejudice, each Party to bear its own attorneys' fees.

(g) **Release.**

(1) The County hereby releases the City and its present and former employees, agents, attorneys, representatives, officers, directors, shareholders, divisions, subsidiaries, affiliates, parents, predecessors, successors, insurers and assigns from all claims, liens, demands, causes of action, obligations, damages, costs (including attorney's fees) and liabilities, of any nature whatsoever, known or unknown, which exist or may exist from the beginning of time to the effective date of this Agreement, arising from the disputed portions of the Contract or the facts and issues raised in the Action.

(2) The City hereby releases the County and its present and former employees, agents, attorneys, representatives, officers, directors, shareholders, divisions, subsidiaries, affiliates, parents, predecessors, successors, insurers and assigns from all claims,

liens, demands, causes of action, obligations, damages, costs (including attorney's fees) and liabilities, of any nature whatsoever, known or unknown, which exist or may exist from the beginning of time to the effective date of this Agreement, arising from the disputed portions of the Contract or the facts and issues raised in the Action.

(3) The Parties expressly understand and acknowledge that it is possible that unknown losses or claims exist or that present losses may have been underestimated in amount or severity, and they represent that they took that into account in determining the amount of consideration to be given and received for this Agreement. Consequently, except with respect to the representations and promises contained herein, the parties expressly waive all rights under California Civil Code Section 1542, which provides that:

“A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.”

Each Party understands and acknowledges that in consequence of this waiver of Civil Code Section 1542, even if he/she/it should eventually suffer additional damages arising out of the facts existing on the date of this Agreement, he/she/it will not be able to make any claim for those damages. Furthermore, each Party acknowledges that he/she/it consciously intends these consequences even as to claims for damages that may exist as of the date of this release but that he/she/it does not know exist, and that, if known, would materially affect his/her/its decision to execute this Agreement and release, regardless of whether his/her/its lack of knowledge is the result of ignorance, oversight, error, negligence, or any other cause.

3. **No Admission of Liability.** This Agreement is the result of compromise, is entered into in good faith, and shall never for any purpose be considered an admission of liability

or responsibility concerning any of the disputes between the Parties, and no past or present wrong doing on the part of any of the Parties shall be implied by the terms hereof.

4. Advice of Attorney. Each Party warrants and represents that in executing this Agreement, he/she/it has relied on legal advice from the attorney of his/her/its choice; that the terms of this Agreement have been read and its consequences (including risks, complications, and costs) have been completely explained to him/her/it by that attorney; and that he/she/it fully understands the terms of this Agreement. Each Party further acknowledges and represents that, in executing this Agreement, he/she/it has not relied on any inducements, promises, or representations made by the other Party or any person representing or serving the other Party, and that this Agreement is entered into freely and voluntarily.

5. Execution of Other Documents. Each Party shall cooperate fully in the execution of any and all other documents and in any additional acts that may be necessary or appropriate to give full force and effect to the terms and intent of this Agreement.

6. Attorneys' Fees. Each Party to this Agreement shall bear all attorneys' fees and costs arising from that Party's own counsel in connection with the Action, this Agreement, and the matters referred to herein, the dismissal of the Action, and all related matters. In the event of litigation relating to the enforcement of this Agreement, the non-prevailing party shall reimburse the prevailing party for all reasonable attorneys' fees and costs resulting therefrom.

7. Entire Agreement. This Agreement contains the entire agreement between the Parties.

8. Governing Law. This Agreement is entered into, and will be construed and interpreted, in accordance with the laws of the State of California.

9. **Enforcement.** Pursuant to Code of Civil Procedure section 664.6, the Parties agree that the Court shall retain jurisdiction over the Parties to enforce the terms of this Agreement.

10. **Execution.** This Agreement may be executed in one or more counterparts, which taken together, shall constitute a single document representing the whole of the agreement between the Parties.

COUNTY OF MADERA

CITY OF CHOWCHILLA

By: _____ By: _____

Name: _____ Name: _____

Title: _____ Title: _____

REVIEWED AND APPROVED AS TO FORM:

Dated: September ____, 2016

McCORMICK, BARSTOW, SHEPPARD,
WAYTE & CARRUTH LLP

By: _____
Matthew E. Fletcher
Attorneys for COUNTY OF MADERA, TRACY
KENNEDY and TODD MILLER

Dated: September ____, 2016

MEYERS, NAVE, RIBACK,
SILVER & WILSON

By: _____
Blake P. Loeb
Attorneys for CITY OF CHOWCHILLA

Note: Approved by Council P. in City Attorney's Presence

MADERA COUNTY CONTRACT NO. 5686-C-96
(Annexation of State Prison Facilities to the City of Chowchilla)

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THIS AGREEMENT is made and entered into this 21st day of May, 1996, by and between the COUNTY OF MADERA, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and the CITY OF CHOWCHILLA, a Municipal Corporation of the State of California, hereinafter referred to as "CITY".

W I T N E S S E T H

WHEREAS, Prison facilities comprising approximately 1,280 acres have been constructed by the State of California within the County of Madera and near the City of Chowchilla; and

WHEREAS, the City of Chowchilla has determined that it would be in its financial interest to annex said prison facilities to the City of Chowchilla; and

WHEREAS, CITY and COUNTY have agreed to support the passage of legislation which would allow for such an annexation to the City of Chowchilla, subject to certain terms and conditions; and

WHEREAS, the purpose of this Agreement is to set forth the terms and conditions upon which the CITY and COUNTY have agreed that such annexation may take place when and if such annexation is authorized by statute.

NOW, THEREFORE, the parties hereto agree as follows:

1. The parties agree to jointly sponsor and support the enactment into law of that certain special legislation by which the Madera County Local Agency Formation Commission would be authorized to approve the annexation to the City of Chowchilla of non-contiguous territory comprised of those State Correctional Facilities known as the Central California Women's Facility and the Valley State Prison for Women (which territory is

1 hereinafter referred to as the "prison territory").

2 2. It is anticipated that under said legislation, the Madera County
3 Local Agency Formation Commission must establish as a term and condition
4 of the proposed annexation that the CITY and COUNTY enter into an
5 agreement concerning certain matters. The parties hereto agree that this
6 Agreement satisfies that requirement.

7 3. The parties agree that from and after the approval and completion
8 of the annexation of the prison territory to the City of Chowchilla, the
9 Madera County Sheriff's Department shall continue to provide law
10 enforcement services to the prison territory for the term of this Agreement.
11 Except as otherwise provided herein, or as provided for by the Madera
12 County Local Agency Formation Commission, CITY shall provide all other
13 municipal services to the prison territory from and after its annexation to the
14 CITY.

15 4. CITY anticipates that if the prison territory is annexed to the City
16 of Chowchilla then CITY will receive additional subventions from the State
17 of California under the terms of California Streets and Highways Code
18 §§2105, 2106, and 2107. The parties agree that if CITY receives such
19 additional subventions then CITY shall pay to COUNTY 52½ % of such new
20 revenues and CITY shall retain the remaining 47½ % of such new revenues.

21 5. The parties further agree that COUNTY shall be entitled to receive
22 from CITY a sum equal to the sum of the revenues from all existing revenue
23 sources attributable to the prison territory, including, but not necessarily
24 limited to, Transportation Development Act Funds, Measure "A" Sales and
25 Use Tax Ordinance Funds, Intermodal Surface Transportation and Efficiency
26 Act ("ISTEA") Funds, and Sales and Use Tax Revenues generated from
27 taxable sales and uses within the prison territory.

28 6. The parties further agree that the COUNTY shall be kept or made

1 whole by CITY for all future revenues to which COUNTY would be entitled
2 but for the annexation of the prison territory.

3 7. All of the funds and revenues to be paid by CITY to COUNTY
4 under the terms of this Agreement shall be transmitted to COUNTY not less
5 than quarterly and shall be accompanied by a transmittal document
6 identifying the amount of the funds, the source of the funds, and the
7 particular calculation of the amount of funds owing from CITY to COUNTY
8 and transmitted therewith. ^{Once received by City.} The funds and the accompanying transmittal
9 shall be submitted to the County Auditor/Controller or his or her designee by
10 CITY, with a copy of the transmittal document to be mailed to the County
11 Administrative Officer.

12 8. This Agreement shall commence upon its execution by both parties
13 and shall remain in effect so long as the prison territory remains "non-
14 contiguous" to the boundaries of the CITY. This Agreement may be
15 extended or terminated at any time by mutual agreement of the parties.

16 9. In entering into this Agreement, the parties mutually assume the
17 continuation of the existing statutory scheme for the distribution of available
18 tax revenues to local government and that assumption is a basic tenet of
19 this Agreement. Accordingly, it is mutually understood and agreed that this
20 Agreement may, by mutual agreement, be terminated should changes occur
21 in statutory law, court decisions or state administrative interpretations which
22 negate the basic tenets of this Agreement.

23 10. This Agreement and all of the covenants and conditions set forth
24 herein may be modified or amended only by a writing duly authorized and
25 executed by COUNTY and CITY by and through their respective governing
26 bodies.

27 11. COUNTY and CITY each acknowledge that this instrument cannot
28 bind or limit themselves or each other or their future governing bodies in the

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COUNTY COUNSEL
SADARA COUNTY

1 exercise of their discretionary legislative power. However, each binds itself
2 that it will insofar as is legally possible fully carry out the intent and
3 purposes hereof, if necessary by administrative action independent of
4 ordinances, and that this Agreement may be enforced by injunction to the
5 extent allowed by law.

6 12. With respect to the subject matter hereof, this Agreement
7 supersedes any and all previous negotiations, proposals, commitments,
8 writings, and understandings of any nature whatsoever between COUNTY
9 and CITY except as otherwise provided herein.

10 13. All notices, requests, certifications or other correspondence
11 required to be provided by the parties to this Agreement shall be in writing
12 and shall be delivered by first class mail or an equal or better form of
13 delivery to the respective parties at the following addresses:

14 COUNTY

CITY and AGENCY

15 County Administrative Officer
16 County of Madera
17 Madera County Government Center
209 West Yosemite Avenue
Madera, California 93637

City Administrator
City of Chowchilla
City Hall
145 Robertson Blvd.
Chowchilla, CA 93610

18 14. Prior to invoking the remedy provided for in section 16 of this
19 Agreement, COUNTY shall provide notice to CITY of any alleged breach of
20 contract, and CITY shall cure such breach within thirty (30) days of receipt
21 of notice. If CITY fails to timely cure the breach, then COUNTY may invoke
22 the remedy provided for in section 16 of this Agreement. Except as
23 otherwise provided in this Agreement for a breach of its terms and
24 conditions, the parties may enforce this Agreement in any manner authorized
25 by law.

26 15. Nothing herein shall be construed so as to require CITY to share
27 with COUNTY sales tax revenues CITY has received within the meaning of
28 California Government Code sections 55700 through 55707 or Article XIII,

1 section 29 of the California Constitution.

2 16. In the event CITY breaches any of its obligations hereunder and
3 fails or refuses to cure said breach after due notice, then, at COUNTY's
4 option, the County Auditor-Controller automatically shall be authorized to
5 withhold and pay to COUNTY from CITY's share of any and all future
6 distributions of property tax revenues, sufficient sums to make COUNTY
7 whole for the revenues COUNTY would have received if CITY had performed
8 its obligations under this Agreement. The County Auditor-Controller shall
9 calculate such sums based upon official information from State and local
10 governmental sources and shall make such payments as soon as possible
11 following completion of the necessary calculations.

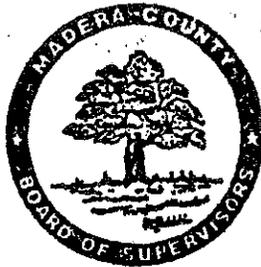
12 IN WITNESS WHEREOF, the parties hereto have executed this
13 Agreement County of Madera, State of California, as of the date first above
14 written.

15 COUNTY OF MADERA

16 *Bill Hubert McAtyre*
17 Chairman Board of Supervisors *ESL*

18 ATTEST:

19 *Wanda Novello*
20 Clerk, Board of Supervisors



21 CITY OF CHOWCHILLA

22 By *Stan D. Rose*
23 Title *Mayor*

24 ATTEST:

25 *May Reed*
26 City Clerk

27 *City Attorney Review Approved*
W. Fr & det 5/18/96
28 C:\WP51\SUSAM\CONTRACT\PRISANNE.CON April 22, 1996

Approved by Council
conditions on City Attorney
Review @ a Council Meeting
held 4/30/96 and approved
by minutes on hand.

1 Approved as to Legal Form:
2 COUNTY COUNSEL

3 By *[Signature]*

5 Approved as to Accounting Form:
6 AUDITOR-CONTROLLER

7 By *[Signature]*

9 Approved as to Form: (CAO)

10 By *[Signature]*

12 ACCOUNT NUMBERS:

13 *Not applicable*

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**BOARD OF SUPERVISORS
COUNTY OF MADERA**

MADERA COUNTY GOVERNMENT CENTER
209 W. YOSEMITE AVENUE / MADERA, CALIFORNIA 93637
(209) 675-7700 / FAX (209) 673-3302 / TDD (209) 675-8970

MEMBERS OF THE BOARD

PATTY LOGOLUSO
ALFRED GINSBURG
GAIL HANHART McINTYRE
JESS LOPEZ
HARRY H. BAKER

WANDA GAVELLO, Clerk of the Board

File No: 96110

Agreement No. 5686-C-96

Tape No: 1-67

Date: May 21, 1996

In the Matter of ENTERING INTO AGREEMENT WITH THE CITY OF CHOWCHILLA FOR ANNEXATION OF STATE PRISON FACILITIES TO THE CITY OF CHOWCHILLA.

Upon motion of Supervisor Baker, seconded by Supervisor Logoluso, it is ordered that the attached be and it is hereby adopted as shown, and the Chairman is authorized to execute said agreement.

I hereby certify that the above order was adopted by the following vote, to wit:

AYES: Supervisors Logoluso, Hanhart McIntyre, Lopez, and Baker.
NOES: None.
ABSTAIN: None.
ABSENT: Supervisor Ginsburg.

Distribution:
/CAO
/Auditor
County Counsel
City of Chowchilla

ATTEST: WANDA GAVELLO, CLERK
BOARD OF SUPERVISORS

By *Nancy Proff*
Deputy Clerk

LEGAL DESCRIPTION

STATE OF CALIFORNIA WOMEN'S PRISON
ANNEXATION TO THE CITY OF CHOWCHILLA
(A.P.N. 030-211-003 and 030-260-001) - 1,309.24 AC. ±

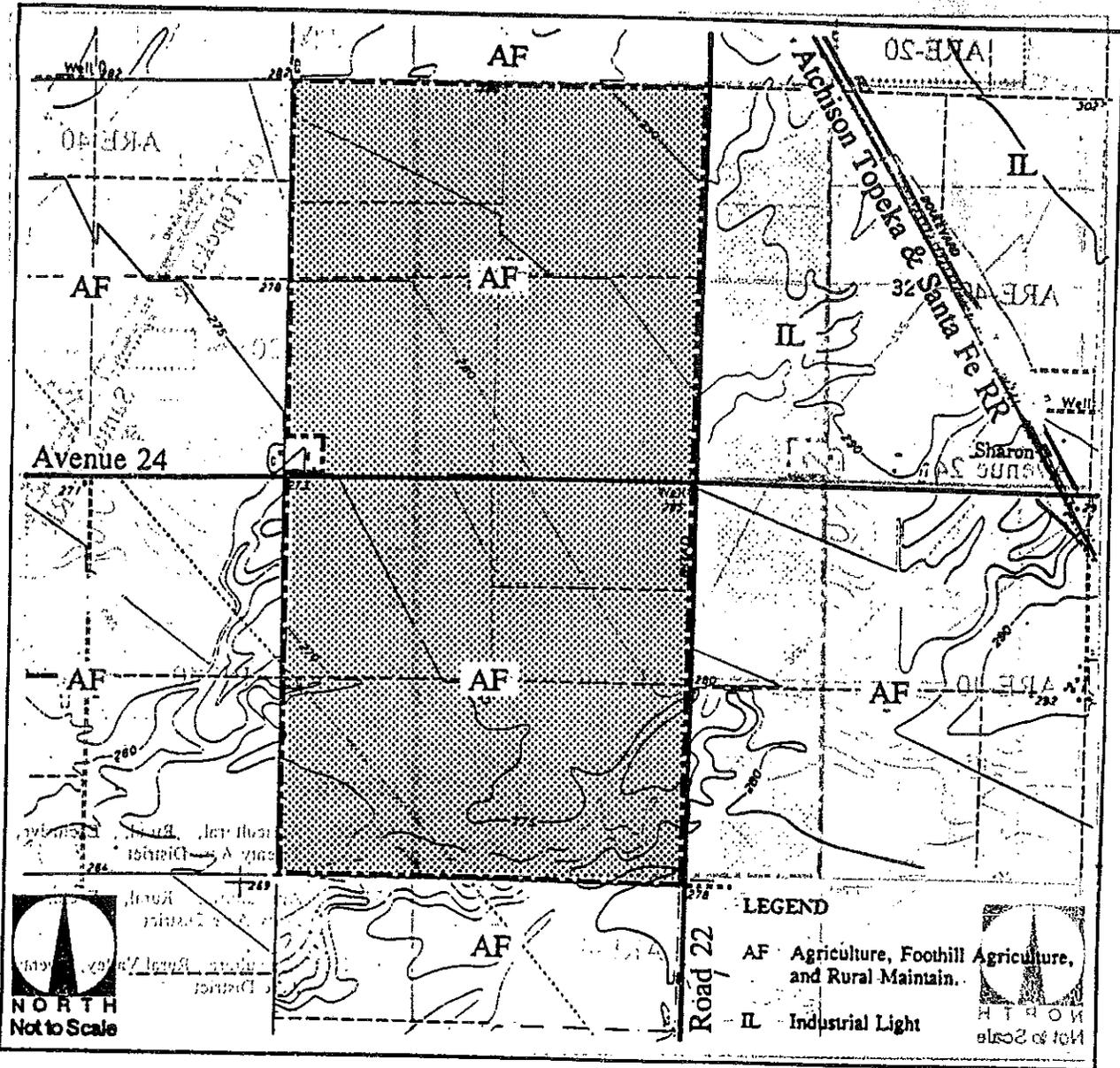
That portion of Block 3 of Sharon Farms Company Subdivision No. 1, filed in Volume 3 of Maps, at Page 22, Madera County Records, lying within Section 31, Township 9 South, Range 17 East, Mount Diablo Meridian, and a portion of Block 4 of said Sharon Farms Company Subdivision No. 1, lying within Section 6, Township 10 South, Range 17 East, Mount Diablo Meridian, in the County of Madera, California, being more particularly described as follows:

COMMENCING at the Northwest Corner of said Section 6 as shown on a Record of Survey, filed April 7, 1988, in Book 33 of Maps, at Page 143, Madera County Records; thence North $00^{\circ}11'01''$ East, along the west line of said Section 31, a distance of 507.00 feet to the TRUE POINT OF BEGINNING; thence North $00^{\circ}11'01''$ East, continuing along said west line, 4774.15 feet to the Northwest Corner of said Section 31; thence South $89^{\circ}55'21''$ East, along the north line of said Section 31, a distance of 5450.28 feet to a point on a parallel line being 40.00 feet West, at right angles, of the east line of said Section 31, said parallel line also being the westerly right-of-way line of Road 22; thence South $00^{\circ}14'07''$ West, along said westerly right-of-way line, 5268.54 feet to a point on a parallel line being 40.00 feet North, at right angles, of the center line of Avenue 24, said parallel line also being the northerly right-of-way line of said Avenue 24; thence North $89^{\circ}53'51''$ West, along said northerly right-of-way line, 511.21 feet to a point on a parallel line being 315.00 feet East, at right angles, of the west line of Lot 32 in Block 3 of said Sharon Farms Company Subdivision No. 1; thence North $00^{\circ}11'01''$ East, along said parallel line, 492.00 feet to a point on a parallel line being 507.00 feet North, at right angles, of the south line of said Lot 32; thence North $89^{\circ}53'51''$ West, along said parallel line, 340.00 feet to the POINT OF BEGINNING. The above described parcel of land is totally within Block 3 of said Sharon Farms Company Subdivision No. 1 and contains 654.93 acres, more or less.

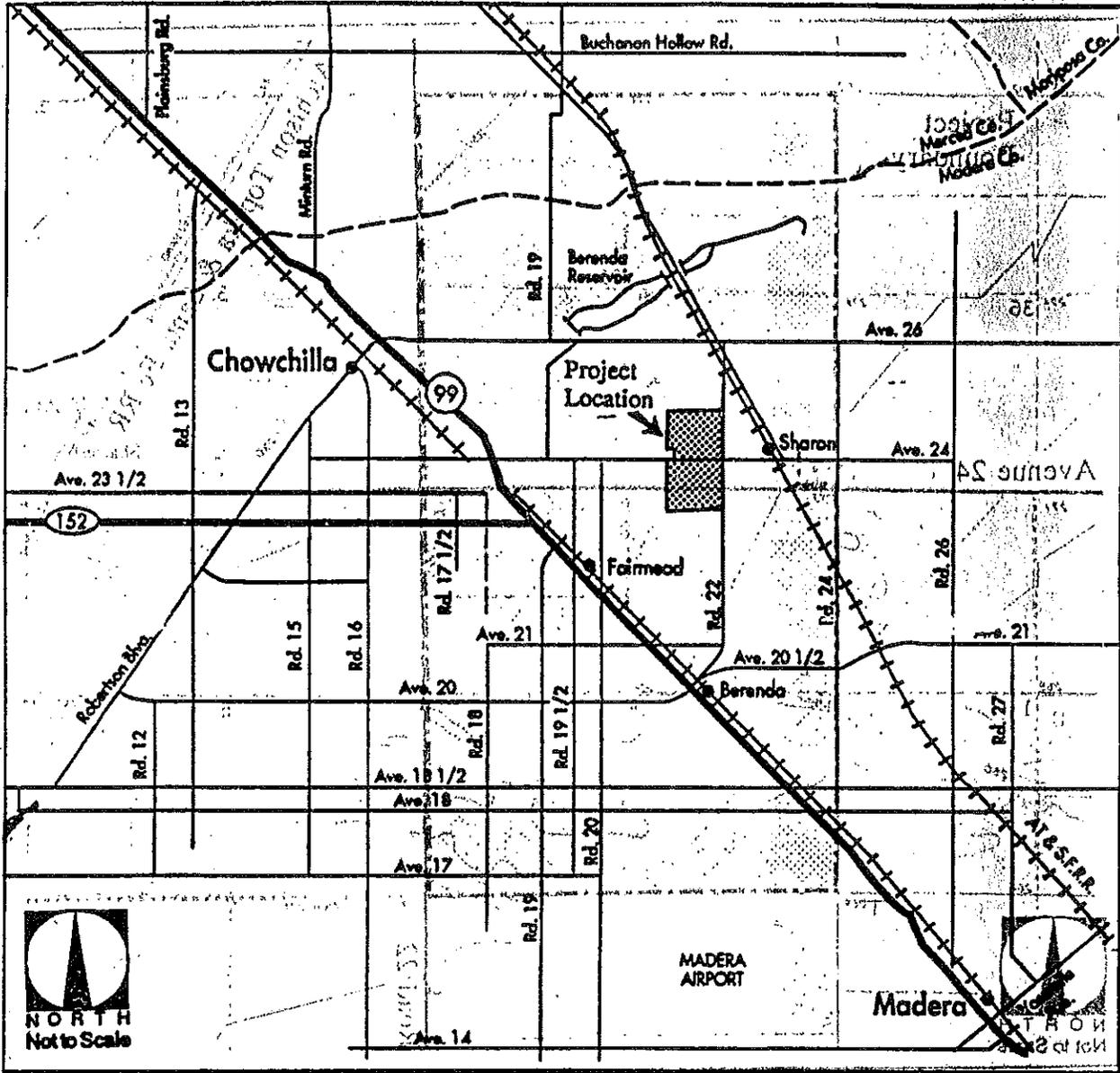
FURTHER INCLUDING THEREWITH, the following described parcel of land: BEGINNING at the Southwest Corner of said Section 6 as shown on said Record of Survey; thence North $00^{\circ}10'39''$ East, along the west line of said Section 6, a distance of 5219.17 feet to a point from which the Northwest Corner of said Section 6 bears, North $00^{\circ}10'39''$ East, 65.00 feet; thence South $89^{\circ}53'51''$ East, along a parallel line being 40.00 feet South, at right angles, of the center line of Avenue 24, said parallel line also being the southerly right-of-way line of said Avenue 24, a distance of 5445.50 feet to a point on a parallel line being 40.00 feet West, at right angle, of the East line of said Section 6, said parallel line also being the westerly right-of-way line of Road 22; thence South $00^{\circ}10'41''$ West, along said westerly right-of-way line, 5145.21 feet to a point; thence South $39^{\circ}08'58''$ West, 135.07 feet to a point on the south line of said Section 6; thence North $89^{\circ}34'00''$ West, along said south line, 5360.55 feet to the POINT OF BEGINNING. The above described parcel of land is totally within Block 4 of said Sharon Farms Company Subdivision No.1 and contains 654.31 acres, more or less.

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MADERA COUNTY GENERAL PLAN MAP



REGIONAL LOCATION MAP



COMMITTEES:
 CHAIRMAN
 LABOR AND EMPLOYMENT
 MEMBER
 APPROPRIATIONS
 HEALTH
 JUDICIARY
 PUBLIC SAFETY
 UTILITIES AND COMMERCE
 JOINT COMMITTEE
 ON FARM ALLOCATION
 AND CLASSIFICATION

Assembly
 California Legislature



GEORGE HOUSE
 ASSEMBLY MEMBER, TWENTY-FIFTH DISTRICT

CAPITOL OFFICE
 STATE CAPITOL
 P.O. BOX 944000
 SACRAMENTO, CA 95834-0001
 (916) 445-7906
 FAX (916) 445-7344
 Internet: George.House@assembly.ca.gov

DISTRICT OFFICE
 3630 BSH ROAD, SUITE 5-03
 MODOCRO, CA 95368
 (209) 845-8041
 FAX (209) 845-8345

DISTRICT OFFICE
 8 YOSEMITE STREET
 MADERA, CA 95361
 (209) 861-0748
 FAX (209) 861-0328

PRESS RELEASE **PRESS RELEASE** **PRESS RELEASE** **PRESS RELEASE**
 Will Smith
 (916) 445-7906
 For Immediate Release
 May 23, 1996

Prison Annexation Legislation Passes Assembly Floor

Sacramento -- Assemblyman House (R-Hughson) announced today that legislation annexing Central California Women's Facility and Valley State Prison For Women into the City of Chowchilla passed the Assembly Floor on a vote of 61 to 0. Assembly Bill 1997 was introduced at the request of the City of Chowchilla and the County of Madera in order that they may proceed with a local annexation agreement.

Specifically, AB 1997 would allow the City of Chowchilla to annex 1,280 noncontiguous acres in the County of Madera. Existing law permits annexation of noncontiguous territory in the same county under specified conditions outlined in the Government Code. Annexation of this territory will allow both the City and County to recover costs associated with providing services to the prisons.

"This is a matter which necessitates state action in the form of legislation to empower the local governments to deal with the problems associated with having the Chowchilla State Correctional Facility located within Madera County," said Assemblyman House. "AB 1997 has the full support of both the City of Chowchilla and the County of Madera and I am proud to assist them in any way possible to ensure they are able to carry out their local agreement."

"Local governments must be allowed to recover the costs of providing services to the State," added House.

AB 1997 was passed out of the Assembly policy committee and off the Assembly Floor with strong bipartisan support. It now must repeat the process in the State Senate where it should also enjoy broad support.

Post-It™ Fax Note	7671	Date		# of pages	1
To	Jeff Kuhn	From	Will Smith		
City	Madera County	Co.	Assemblyman		
Phone #	Counsel	Phone #	House		
Fax #		Fax #			

Bel



CITY COUNCIL STAFF REPORT

Item 6.7

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

September 13, 2016

AGENDA SECTION: New Business

SUBJECT: Consideration of a Resolution Amending Transportation Development Act (TDA) Allocation of Local Transportation Funds for FY 16/17 to Include Carry Over Balances from Prior Fiscal Years, 14/15 and 15/16; and Authorizing Staff to File the Necessary Documentation Required to Effect these Changes

PREPARED BY: Sherri Dueker, Accounting Manager

REVIEWED BY
ADMINISTRATOR

REVIEWED BY
ATTORNEY

REVIEWED BY
FINANCE

RECOMMENDATION:

Approve the resolution amending Transportation Development Act (TDA) Allocation of Local Transportation Funds for FY 16/17 to include carry over balances from prior fiscal years, 14/15 and 15/16; and authorizing staff to file the necessary documentation required to effect these changes

HISTORY / BACKGROUND:

Each year the Madera County Transportation Commission allocates TDA funds to the City to support Transit and Street Maintenance operational costs. In the event the funds are not fully exhausted by year end, the city must carry over the unspent balance and reprogram the funds to the current fiscal year. Upon approval of the allocation, the city is able to draw down the allocated funds on a reimbursement basis to cover the costs incurred during the year. Current and prior fiscal year funding from Transit Development Act (TDA) Local Transportation funds have been programmed for prior and current fiscal years as shown in Attachment A. Carry over balances are also shown to reflect changes in FY 16/17.

Staff is requesting Council approval to increase and reprogram LTF allocations for the Streets and Road Maintenance by \$18,584.59 from unspent CATX allocations from the 14/15 fiscal year, and \$71,034.31 from the 15/16 fiscal year, totaling \$89,619 prior years carry over. This balance will be added to Streets and Road Maintenance allocation for FY 16/17 of \$45,000, to bring total Road and Street Maintenance allocations to \$134,619. The City is also requesting the forward of unspent Pedestrian and Bicycle allocations of \$11,505 from FY 14/15 and \$6,160 from FY 15/16 for allocation total of \$23,990 for FY 16/17.

FINANCIAL IMPACT:

The requested change in the funding allocations will ensure that the city will be able to cover its costs for the City's CATX program and the Street and Roads maintenance projects. City Council authorization is required before MCTC can authorize the reimbursements.

SUPPLEMENT ATTACHED:

Resolution
LTF Reconciliation Sheet
LTF Application

COUNCIL RESOLUTION # -16

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHOWCHILLA, CALIFORNIA AMENDING TRANSPORTATION DEVELOPMENT ACT (TDA) ALLOCATION OF LOCAL TRANSPORTATION FUNDS (LTF) FOR FY 16/17 TO INCLUDE CARRY OVER BALANCES FROM PRIOR FISCAL YEARS 14/15 AND 15/16; AND, AUTHORIZING STAFF TO FILE NECESSARY DOCUMENTATION REQUIRED TO EFFECT THESE CHANGES

WHEREAS, the city received an annual allocation of Transportation Development Act (TDA) Local Transportation Funds (LTF) monies in the current Fiscal Year from the Madera County Transportation Commission; and

WHEREAS, said allocations have been available to fund the operational costs incurred within the Transit and Street Maintenance Activities of the city; and

WHEREAS, the City Council wishes to amend the allocation of LTF funding to recognize carry over changes in the available amounts from the funding source and also to change the amount allocated to Street Maintenance activities within the current fiscal year.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF CHOWCHILLA, hereby finds, determines, resolves and orders as follows:

1. The recitals above are true and correct.
2. The funding application submitted to the Madera County Transportation Commission regarding the use of LTF allocations for the 2016-17 fiscal year are hereby amended as shown in the LTF Application which is incorporated by reference herein.
3. The City Administrator or City Clerk is authorized to sign the amended funding application and take all actions necessary to cause the implementation of these funding changes to occur.
4. This Resolution is effective immediately upon adoption.

PASSED AND ADOPTED by the City Council of the City of Chowchilla at a regular meeting held on the 13th day of September 2016, by the following vote to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

Mayor Waseem Ahmed

ATTEST:

Joann McClendon, CMC
City Clerk

LTF FUNDS BUDGET/SPENT/UNSPENT

Fiscal year	Program	Budget	Carryover	Spent	Unspent Balance
14/15	CATX	165,000.00		(146,415.31)	18,584.69
	Pedestrian/Bicycle	11,505.00			11,505.00
	MCTC Planning Serv.	8,790.00		(8,790.00)	-
	Road and Street Maint	338,925.00		(338,925.00)	-
					-
15/16	CATX	216,866.00	18,584.69	(145,831.69)	89,619.00
	Pedestrian/Bicycle	6,160.00	11,505.00		17,665.00
	MCTC Planning Serv.	9,239.00		(9,239.00)	-
	Road and Street Maint	75,712.00		(75,712.00)	-
					-
16/17	CATX	255,433.00			255,433.00
	Pedestrian/Bicycle	6,325.00	17,665.00		23,990.00
	MCTC Planning Serv.	9,487.00			9,487.00
	Road and Street Maint	45,000.00	89,619.00		134,619.00

MADERA COUNTY TRANSPORTATION COMMISSION
 Application for Transportation Development Act, Article 8 Funds
Local Transportation Fund (LTF)
 Fiscal Year 16/17 with prior year carryover balances

Applicant Agency, Address and Project Director: Joann McClendon, City Clerk
City of Chowchilla, 130 S Second Street, Chowchilla, CA 93610

This form is to be used when making an application to use TDA funds for Transportation Services, Transportation Planning Services, Pedestrian and Bicycle Facility Construction, Maintenance and Repair, and Street Construction. All projects submitted must be included in the Regional Transportation Plan. MCTC is required to make a finding that "No unmet public transportation needs exist" in the county before this application can be approved.

FUNDING REQUEST:

Transportation Services Section 99400 (c):

1.	CATX	\$	255,433
2.	_____		
3.	_____		
4.	_____		
TOTAL:			\$ 255,433

Pedestrian and Bicycle Facilities Section 99400 (a):

Project Name and Limits			
1.	Pedestrian/Bicycle Facilities	\$	23,990
2.	_____		
3.	_____		
TOTAL:			\$ 23,990

Transportation Planning Services Section 99402

<i>MCTC regional transportation planning</i> activities on behalf of member agencies (Circulation Studies, Traffic Counts, System Route Studies, Bike Lane Planning, General Data Collection, etc.).	\$	9,487
<i>Local Agency transportation planning</i> activities (or Contracted Services)		
<i>Additional planning</i> project or contracted transportation planning work		
TOTAL:		\$ 9,487

