



AGENDA
REGULAR MEETING
CHOWCHILLA CITY COUNCIL

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

September 27, 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 Cases: 2

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

OPEN SESSION – 7:00 PM**PLEDGE OF ALLEGIANCE:****INVOCATION:****CLOSED SESSION REPORT:****CEREMONIAL / PRESENTATIONS – Section 1**

1.1 Proclamation – Fire Prevention Week

WORKSHOPS

- Measure J Presentation
- Mid Valley Update

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 September 13, 2016 City Council Meeting Minutes (McClendon)**3.2 Consideration of Monthly Financial Reports for August 2016 (Pruett)****3.3 Council Resolution # -16, Approving the Fiscal Year 2016/17 Transit Agreement with Madera County for Chowchilla Area Transit Express (CATX) Service (McClendon)**

PUBLIC HEARINGS – Section 4

4.1 Review and Consideration to Discontinue the CatLinX Transit Service (McClendon)

DEFERRED BUSINESS – Section 5

NEW BUSINESS – Section 6

- 6.1 Consideration of Creating an Ad Hoc Committee to Explore a Chowchilla Shooting Sports Complex (CSSC) (Haddix)**
- 6.2 Council Resolution # -16, Approving the Installation of Honorary Chowchilla Redskin Way Street Signs Atop the Existing Wayfaring Signs Along Humboldt Avenue From S Front Street to S Fifteenth Street (Piepenbrok)**
- 6.3 Council Resolution # -16, In Opposition of Proposition 53, Voter Approval Requirement for Revenue Bonds Above Two-Billion Dollars (\$2,000,000,000) (Haddix)**
- 6.4 Council Resolution # -16, In Support of Proposition 54, The California Legislature Transparency Act of 2016 (Haddix)**
- 6.5 Council Resolution # -16, Opposing Proposition 57, the California Parole for Non-Violent Criminals and Juvenile Court Trial Requirements Initiative (Haddix)**

ANNOUNCEMENTS – Section 7

SEP 30	CITY HALL CLOSED
OCT 1	TRINITY PREGNANCY RESOURCE CENTER FUNDRAISING DINNER, CORNERSTONE CHURCH, 5PM
OCT 7	CITY HALL CLOSED
OCT 7-9	CHOWCHILLA UNION HIGH SCHOOL 100-YEAR CELEBRATION
OCT 11	CITY COUNCIL MEETING, CITY HALL, 7PM
OCT 7	CITY HALL CLOSED

ADJOURNMENT

I, Joann McClendon, CMC, City Clerk, do hereby declare under penalty of perjury that the foregoing agenda was posted at the Chowchilla City Hall, 130 S Second Street, Chowchilla, CA and made available for public review on this 23rd day of September 2016 at or before 5:00 p.m.

Joann McClendon, CMC
City Clerk

Proclamation

IN RECOGNITION OF

FIRE PREVENTION WEEK OCTOBER 9-15, 2016

WHEREAS, the City of Chowchilla is committed to ensuring the safety and security of all those living in and visiting our community; and

WHEREAS, fire is a serious public safety concern both locally and nationally, and homes are the locations where people are at greatest risk from fire; and

WHEREAS, U.S. fire departments responded to 369,500 home fires in 2014, according to the National Fire Protection Association (NFPA); and

WHEREAS, U.S. home fires resulted in 2,745 civilian deaths in 2014, representing the majority (84 percent) of all U.S. fire deaths; and

WHEREAS, in one-fifth of all homes with smoke alarms, the smoke alarms are not working; and

WHEREAS, three out of five home fire deaths result from fires in properties without smoke alarms (38 percent) or with no working smoke alarms (21 percent); and

WHEREAS, working smoke alarms cut the risk of dying in reported home fires in half; and

WHEREAS, many Americans don't know how old the smoke alarms in their homes are, or how often they need to be replaced; and

WHEREAS, all smoke alarms should be replaced at least once every ten years; and

WHEREAS, the age of a smoke alarm can be determined by the date of its manufacture, which is marked on the back of the smoke alarm; and

WHEREAS, Chowchilla first responders are dedicated to reducing the occurrence of home fires and home fire injuries through prevention and protection education; and

WHEREAS, Chowchilla residents are responsive to public education measures and are able to take personal steps to increase their safety from fire, especially in their homes; and

WHEREAS, the 2016 Fire Prevention Week theme, "Don't Wait – Check the Date! Replace Smoke Alarms Every 10 Years" effectively serves to educate the public about the vital importance of replacing the smoke alarms in their homes at least every ten years, and to determine the age of their smoke alarms by checking the date of manufacture on the back of the alarms.

NOW, THEREFORE, I, WASEEM AHMED, do hereby proclaim October 9-15, 2014, as Fire Prevention Week throughout the city. I urge all the people of Chowchilla to find out how old the smoke alarms in their homes are, to replace them if they're more than 10 years old, and to participate in the many public safety activities and efforts of Chowchilla's fire and emergency services during Fire Prevention Week 2016.

WASEEM AHMED, MAYOR

City of Chowchilla, County of Madera, State of California



**MINUTES
REGULAR MEETING
CHOWCHILLA CITY COUNCIL**

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

September 13, 2016

CALL TO ORDER 6:03 PM

ROLL CALL:

Mayor: Waseem Ahmed

Mayor Pro Tem: Mary Gaumnitz

Council: John Chavez, Dennis Haworth, Richard Walker (absent)

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

PUBLIC ADDRESS – CLOSED SESSION

No one present.

CLOSED SESSION – 6:05 PM

- 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

OPEN SESSION – 7:09 PM

PLEDGE OF ALLEGIANCE: Council Member Haworth

INVOCATION: Council Member Haworth

CLOSED SESSION REPORT: No reportable action.

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 – break after for refreshments

WORKSHOPS

Street Renaming: Humboldt to Redskin Way was presented by Theron Roshen of Interwest Consultants.

Spoke:

Ron Seals, Chowchilla Union High School Superintendent

Charlene Espinola, Chowchilla Union High School District Board Member

PUBLIC ADDRESS

No one spoke.

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

Legislative Items

Oral / Written Reports

Council Member Chavez attended the Youth Sports Ad Hoc Committee and Town Hall meetings.

Council Member Haworth attended the Town Hall meeting and met with staff regarding a City project.

2.2 STAFF REPORTS

Written/Oral Reports

City Administrator Haddix attended the following: Patriots Day at Fuller School; Town Hall meeting; dropped by Youth Sports Ad Hoc meeting; Johnson Controls; Mid Valley Disposal Bond signings; Chowchilla Community Task Force; High Speed Rail with Steve Massaro. He also reported on an upcoming local hotelier meeting; Rancho Calera housing development moving forward.

Community Relations Manager Piepenbrok reported on community events: ACTRA this weekend, 24th Classic Car Show on the 24th @ Veteran's Park; Treasure Hunters Market 10/24; cub scouts having yard sale at Wilson middle school at Fuller School.

Dave Riviere reported he is aware of the issues brought forward at Town Hall Meeting.

Fire Chief Turner reported on the completed installation of air compressor and training.

Finance Director Pruett reported that the bond refinancing is formally refunded

CONSENT CALENDAR – Section 3

- 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 # 86-16, Authorizing the City Administrator to Modify the Job Description and Title for City Engineer/Public Works Director (McClendon)**
- 3.7 **Council Resolution # 87-16, Approving a Second Amendment to Farm Lease With the Fagundes Family Partnership for Approximately 145.5 Acres of Cropland (McClendon)**
- 3.8 **Council Resolution # 88-16, Authorizing the Acceptance of \$94,000 in Federal Aviation Administration (FAA) Entitlement Grant Funds for the Chowchilla Municipal Airport (Locke)**
- 3.9 **Council Resolution # 89-16, 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 # 90-16, Authorizing Federal Funding Under Federal Transit Assistance (FTA) Section 5339 (49 USC Section 5339) With California Department of Transportation (McClendon)**

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

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)**

Spoke:
Des Johnson, Quad Knopf

Motion by Council Member Haworth, seconded by Mayor Pro Tem Gaumnitz to Approve the Proposal to Complete a Strategic Update to the Downtown Design Guidelines. Motion passed unanimously by roll call vote with Council Member Walker absent.

6.2 Council Resolution # 91-16, Approving the Use of an Empty Office Space Within the Civic Center by the Madera County Action Partnership (MADCAP) to House a Victim Services Advocate (Riviere)

Council Member Haworth recused himself as he sits on MADCAP Board.

Motion by Mayor Pro Tem Gaumnitz, seconded by Council Member Chavez to Approve Council Resolution # 91-16, Approving the Use of an Empty Office Space Within the Civic Center by the Madera Action Partnership to House a Victim Services Advocate. Motion passed unanimously by roll call vote with Council Member Haworth abstaining and Council Member Walker absent.

6.3 Council Resolution # 92-16, Approving an Operating Agreement with Community Electronic Information Signage (CEIS), LLC, for a Digital Gateway Monument Sign (Haddix)

Motion by Council Member Haworth, seconded by Council Member Chavez to Approve Council Resolution # 92-16, Approving an Operating Agreement with Community Electronic Information Signage (CEIS), LLC, for a Digital Gateway Monument Sign. Motion passed unanimously by roll call vote with Council Member Walker absent.

6.4 Consideration of Submitting a Request to Governor Jerry Brown to Sign AB723 (Haddix)

Motion by Mayor Pro Tem Gaumnitz, seconded by Council Member Haworth to Approve a Letter of Support of AB723, An act to amend Sections 50833, 51335, and 51340 of the Health and Safety Code, relating to housing, and declaring the urgency thereof, to take effect immediately. Motion passed by roll call vote with Council Member Walker absent.

6.5 Council Resolution # 93-16, 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)

Motion by Council Member Haworth, seconded by Council Member Chavez to Approve Council Resolution # 93-16, 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. Motion passed by roll call vote with Council Member Walker absent.

6.6 Council Resolution # 94-16, Approving a Settlement Agreement With the County of Madera Related to Vehicle License Fee Revenue From the State Prisons Within the City (Haddix)

Motion by Council Member Haworth, seconded by Mayor Pro Tem Gaumnitz to Approve Council Resolution # 94-16, Approving a Settlement Agreement With the County of Madera Related to Vehicle License Fee Revenue From the State Prisons Within the City. Motion passed by roll call vote with Council Member Walker absent.

6.7 Council Resolution # 95-16, 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)

Motion by Council Member Haworth, seconded by Council Member Chavez to Approve Council Resolution # 95-16, 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. Motion passed by roll call vote with Council Member Walker absent.

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
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 & 3rd Street, 8AM – Noon
Chamber of Commerce Classic Car Show, Veterans Memorial Park, 10AM – 3PM

ADJOURNMENT

Motion by Council Member Haworth, seconded by Mayor Pro Tem Gaumnitz to adjourn the September 13, 216 City Council meeting at 9:15 p.m. Motion passed unanimously by voice vote with Council Member Walker absent.

ATTEST:

APPROVED:

Joann McClendon, CMC
City Clerk

Mayor Waseem Ahmed



CITY COUNCIL STAFF REPORT

Item 3.2

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

September 27, 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 August 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 17%.

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

FINANCIAL IMPACT:

Revenues- Most Revenues will be under the 17% 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 53% 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.

ATTACHMENTS:

August 2016 Budget vs Actual and Balance Sheet

	Prior Budget	Prior Actual	Percent	Current Budget	Current Actual	Difference	Percent
GENERAL FUND							
GENERAL ADMINISTRATION							
Total Expenditure:	51,876.00	34,460.82	2%	18,500.00	758.20	17,741.80	4%
Total Revenue:	5,298,899.00	5,169,406.14	0%	5,932,317.00	143,093.85	5,789,223.15	2%
CITY COUNCIL							
Total Expenditure:	75,289.00	44,339.44	2%	70,373.00	4,626.05	65,746.95	7%
Total Revenue:	20,160.00	20,830.05	0%	.00	.00	.00	0%
CITY CLERK							
Total Expenditure:	70,309.00	58,721.46	0%	138,524.00	24,236.62	114,287.38	17%
Total Revenue:	42,288.00	42,399.95	0%	.00	.00	.00	0%
CITY ATTORNEY							
Total Expenditure:	546,306.00	546,304.85	5%	200,000.00	16,058.58	183,941.42	8%
Total Revenue:	35,000.00	48,306.66	0%	514,000.00	.00	514,000.00	0%
GENERAL SERVICES							
Total Expenditure:	643,579.00	648,926.37	1%	527,103.00	279,514.05	247,588.95	53%
Total Revenue:	74,233.00	74,234.00	0%	.00	.00	.00	0%
ADMINISTRATIVE SERVICES							
Total Expenditure:	475,132.00	429,485.94	5%	450,422.00	60,065.10	390,356.90	13%
Total Revenue:	128,088.00	129,548.22	0%	.00	.00	.00	0%
CITY PROPERTY - RENTS							
Total Expenditure:	28,850.00	22,092.98	4%	10,500.00	963.01	9,536.99	9%
Total Revenue:	106,300.00	109,869.12	19%	89,960.00	15,316.96	74,643.04	17%
FINANCE DEPARTMENT							
Total Expenditure:	637,695.00	614,381.95	5%	651,350.00	109,696.47	541,653.53	17%
Total Revenue:	314,451.00	320,867.15	0%	.00	437.31	437.31-	0%
PROPERTY TAXES							
Total Expenditure:	550.00	539.40	85%	550.00	539.40	10.60	98%
POLICE - SWORN							
Total Expenditure:	2,640,142.17	2,615,320.75	7%	2,917,287.00	505,487.92	2,531,893.08	17%
Total Revenue:	421,436.87	419,837.47	3%	390,000.00	68,437.60	441,562.40	13%
POLICE - NET							
Total Expenditure:	120,778.00	84,534.42	0%	192,580.00	10,474.68	182,105.32	5%
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:	285,794.00	251,342.10	5%	291,837.00	83,566.20	208,270.80	29%
Total Revenue:	10,000.00	10,047.09	49%	15,000.00	33,625.81	18,625.81-	224%
FIRE SERVICES							
Total Expenditure:	578,004.00	505,032.56	4%	451,827.00	55,120.30	396,706.70	12%
Total Revenue:	232,152.86	246,536.46	0%	.00	415.00	415.00-	0%
ANIMAL CONTROL							
Total Expenditure:	131,815.00	103,490.60	5%	129,734.00	24,368.28	105,365.72	19%
Total Revenue:	5,000.00	9,636.94	3%	4,700.00	337.00	4,363.00	7%
PLANNING & ZONING							
Total Expenditure:	252,591.00	178,098.62	4%	269,014.00	68,174.70	252,389.30	21%
Total Revenue:	30,642.00	27,913.52	-5%	8,700.00	1,003.13	7,696.87	12%
COMMUNITY & ECONOMIC DVLPMNT							
Total Expenditure:	2,865.00	2,314.04	0%	.00	.00	.00	0%
BUILDING & CODE ENFORCEMENT							
Total Expenditure:	156,412.00	146,396.87	6%	226,609.00	24,771.61	201,837.39	11%
Total Revenue:	189,230.54	188,758.41	9%	198,950.00	43,836.52	155,113.48	22%
COMMUNITY PROMOTION							
Total Expenditure:	19,047.00	18,158.43	0%	25,800.00	5,094.77	20,705.23	20%
SENIOR SERVICES							
Total Expenditure:	32,646.00	31,477.18	9%	32,542.00	7,128.83	25,413.17	22%

	Prior Budget	Prior Actual	Percent	Current Budget	Current Actual	Difference	Percent
Total Revenue:	9,100.00	10,657.01	2%	9,050.00	.00	9,050.00	0%
PARKS AND FACILITIES							
Total Expenditure:	360,482.00	274,427.79	5%	319,688.00	44,793.06	274,894.94	14%
Total Revenue:	108,731.00	117,552.24	1%	70,497.00	2,073.36	68,423.64	3%
RECREATION PROGRAMS							
Total Expenditure:	27,450.00	12,579.92	7%	30,050.00	8,200.31	21,849.69	27%
Total Revenue:	7,500.00	12,265.00	2%	7,500.00	2,300.00	5,200.00	31%
GENERAL FUND Revenue Total:	7,142,462.27	7,069,154.26	1%	7,397,974.00	310,876.54	7,207,097.46	4%
GENERAL FUND Expenditure Total:	7,137,612.17	6,622,426.49	5%	6,954,290.00	1,333,638.14	5,792,295.86	19%
Net Total GENERAL FUND:	4,850.10	446,727.77	-6238%	443,684.00	1,022,761.60-	1,414,801.60	-261%
Net Grand Totals:	4,850.10	446,727.77	-6312%	443,684.00	1,022,761.60-	1,414,801.60	-261%

**CITY OF CHOWCHILLA
BALANCE SHEET
AUGUST 31, 2016
GENERAL FUND**

ASSETS

100-0100-0000-0200-000	CASH - COMBINED FUND	(8,434,953.10)	
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	11,976.08	
100-0100-0000-0224-000	A/R MODULE ONLY RECEIVALB	33,589.35	
100-0100-0000-0226-000	ADVANCE TO OTHER FUNDS	557,442.34	
100-0100-0000-0227-000	LIENS RECEIVABLES GENERAL	67,564.76	
100-0100-0000-0228-000	PENDING CHARGES OR REFU	101.04	
100-0100-0000-0229-000	A/R BUSINESS LICENSE	80,117.48	
	TOTAL ASSETS		<u>1,711,331.33</u>

LIABILITIES AND EQUITY

LIABILITIES

100-0200-0000-0420-000	TRADE PAYABLES	55,873.74	
100-0200-0000-0421-001	BONDS FOR WORK-REFUNDAB	4,500.00	
100-0200-0000-0465-000	UNCLAIMED PROP/STALE DAT	287.07	
100-0200-0000-0480-000	DEFERRED REVENUE	11,976.08	
	TOTAL LIABILITIES		72,636.89

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	722,816.34	
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	
	REVENUE OVER EXPENDITUR	(1,022,761.60)	
	BALANCE - CURRENT DATE		<u>1,081,252.10</u>
	TOTAL FUND EQUITY		<u>1,638,694.44</u>
	TOTAL LIABILITIES AND EQUIT		<u>1,711,331.33</u>



CITY COUNCIL STAFF REPORT

Item 3.3

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

September 27, 2016

AGENDA SECTION: Consent

SUBJECT: A Resolution Approving the Fiscal Year 2016/17 Transit Agreement with Madera County for Chowchilla Area Transit Express (CATX) Service

PREPARED BY: Ellen Moy, Transit Planner

REVIEWED BY
ADMINISTRATOR

REVIEWED BY
ATTORNEY

REVIEWED BY
FINANCE

RECOMMENDATION:

Staff recommends approval of the FY2016/17 "Transit Agreement with the County of Madera" to allow staff to seek reimbursement of \$105,087 for CATX services within County areas during FY2016/17.

HISTORY / BACKGROUND:

The County of Madera annually enters into an agreement with the City to provide public transit services in unincorporated areas surrounding and near Chowchilla. This agreement establishes procedures for the County to reimburse the City for Chowchilla Area Transit Express/CATX services. CATX service was initiated in August 1995 and provides general public, demand-responsive transit services within a service area encompassing portions of the county, including Fairmead.

The County desires to continue CATX services to its residents in FY2016/17. An agreement consistent with last fiscal year has been prepared. Approval of this agreement will allow CATX to provide continuity of public transit services to nearby County residents.

FINANCIAL IMPACT:

The agreement allows the County to reimburse the City for a specified percentage of operating costs related to the operation of CATX service. For FY2016/17, the transit agreement specifies a reimbursement of \$105,087 for operating costs. The final reimbursement amount will be claimed based on actual operating costs net of fares. Operating costs are calculated based on County revenue hours comprising 38% of total CATX revenue hours. The City will be reimbursed through the Madera County Transportation Commission claims process for County Local Transportation Funds and/or State Transit Assistance funds which includes review and approval by the County.

ATTACHMENTS:

Resolution
Agreement

COUNCIL RESOLUTION # -16

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHOWCHILLA, CALIFORNIA
APPROVING THE FISCAL YEAR 2016/17 TRANSIT AGREEMENT WITH MADERA COUNTY
FOR CHOWCHILLA AREA TRANSIT EXPRESS (CATX) SERVICE**

WHEREAS, Chowchilla Area Transit Express (CATX) service was initiated August 1995; and provides general public, demand-responsive transit services within a service area encompassing portions of Madera County, including Fairmead; and

WHEREAS, a transit agreement has been prepared that allows the County of Madera to reimburse the City of Chowchilla for a specified percentage of operating costs related to the operation of CATX service; and

WHEREAS, operating costs are calculated based on 38% Madera County revenue hours as a percent of total CATX revenue hours; and

WHEREAS, the County of Madera will reimburse the City of Chowchilla \$105,087 for FY2016/17 for actual operating costs (subject to amendment if operating costs exceed or are less than current budget).

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Chowchilla hereby approves the FY2016/17 Transit Agreement with Madera County for CATX services.

* * * * *

PASSED AND ADOPTED by the City Council of the City of Chowchilla this 27th day of September, 2016 by the following vote to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

Waseem Ahmed, Mayor

ATTEST:

Joann McClendon, CMC
City Clerk

MADERA COUNTY CONTRACT NO. _____

(Transit Agreement Between the City of Chowchilla and the County of Madera)

THIS AGREEMENT is made the ____ day of _____, 2016, by and between the CITY OF CHOWCHILLA, CALIFORNIA, a municipal corporation, hereinafter referred to as "CITY" and the COUNTY OF MADERA, a political subdivision of the State of California, hereinafter referred to as "COUNTY."

NOW, THEREFORE, in consideration of the covenants and agreements of each of the parties herein set forth, the parties hereto do agree as follows:

1. Purpose: CITY hereby agrees to provide general public, demand-responsive transportation services with the Chowchilla Area Transit Express/CATX system to unincorporated areas of Madera County within the specified CATX service area.

2. Service Area: The service area, as shown in Attachment "A," is generally bounded by Avenue 26 to the north and Avenue 20 to the south, and Road 13 to the west and Road 22 to the east. This area may be adjusted by mutual consent of CITY and COUNTY. Such an extension of services may require an adjustment of the COUNTY's financial obligation as referenced in Section 5 below.

3. Services Provided: CITY shall operate, manage, monitor, provide necessary financial services, and establish policies and procedures regarding the implementation of the CATX service. Demand-responsive service shall be provided to the general public Monday through Friday from 7:30 A.M. to 3:30 P.M., using wheelchair lift-equipped vehicles.

No service is provided on the following holidays:

New Year's Day	Veterans Day
Martin Luther King Day	Thanksgiving Day
Presidents Day	Day after Thanksgiving
Memorial Day	Christmas Eve
Independence Day	Christmas Day
Labor Day	

CATX policies and procedures applied to operations in the referenced Attachment A service area are extended to the COUNTY.

4. Contract Period: This Agreement shall be for a one-year period, July 1, 2016 through June 30, 2017. The terms and conditions of this Agreement may be extended as agreed upon annually between CITY and COUNTY staff.

5. Financial Obligation: Compensation to CITY for service to COUNTY residents shall be based on a formula, as reflected in Attachment B. Operating costs include actual accounting/management services provided by CITY during an individual applicable fiscal year. For FY2016/17, COUNTY shall reimburse CITY up to a total of \$105,087 for operating costs.

Operating costs charged to the COUNTY shall be based on actual year-end CATX costs. Operating costs not attributable to COUNTY service, including CatLinx operating costs and related overhead, and actual CATX fare revenue (cash, passes, tickets, etc.) shall be deducted from the Projected Total Transit Operating Budget. The CITY shall forward to COUNTY a copy of all original claims for COUNTY review and approval prior to payment by the Madera County Transportation Commission (MCTC). Any adjustments and/or credits shall be determined upon final audited year-end expenses and revenues and reimbursed to either party as mutually agreed to in writing by both CITY and COUNTY.

Further approval by the City Council and Board of Supervisors will be required during the contract period if there is more than a 15% increase in the agreed upon costs within the fiscal year, or if a significant change in the allocation of CATX resources has occurred. CITY may renegotiate an adjustment in the agreed upon COUNTY compensation formula during the fiscal year.

6. County's Rights: Any significant change in service, fares, or similar operational concerns shall be discussed with the COUNTY in an attempt to reach a consensus prior to

implementation of such.

7. Payment Schedule: COUNTY will reimburse CITY for CATX expenditures through claims prepared by CITY, reviewed and approved by the COUNTY, and submitted to the MCTC for Transportation Development Act Funds.

8. Insurance: CITY shall provide proof of insurance in the amount of not less than Three Million Dollars (\$3,000,000) to COUNTY's Risk Manager. Alternatively, CITY shall provide at its own expense, and maintain at all times during the term of this Agreement, general liability insurance in the amount of Three Million Dollars (\$3,000,000) with insurance companies licensed in the State of California and acceptable to COUNTY's Risk Manager. Such insurance policies shall name COUNTY, its officers, agents, employees and volunteers as additionally insured. Proof of insurance shall be provided to COUNTY in writing at the address of:

COUNTY OF MADERA
(Attention: Risk Manager)
200 West Fourth Street
Madera, CA 93637

9. Indemnification. CITY shall defend, hold harmless, and indemnify COUNTY and its officers, agents, and employees from all liabilities and claims for damages or injury to persons or property, including without limitation, all consequential damages, from any cause whatsoever arising from or connected with the operations or services of CITY hereunder resulting from the conduct, negligent, or otherwise, of CITY, its agents or employees.

10. **COMPLIANCE WITH FEDERAL TRANSIT ADMINISTRATION AND CALTRANS REQUIRED PROVISIONS**. This contract is financed in part with funding received under Section 5311 of the Federal Transit Act (Title 49 United States Code Section 5311). All services performed by CITY pursuant to this Agreement shall be performed in accordance and full compliance with all applicable federal laws and Caltrans required

provisions including, but not limited to requiring the CITY to comply as follows:

a. **DRUG AND ALCOHOL TESTING**
(49 U.S.C. §5331, 49 CFR Part 655 and 49 CFR Part 40)

CITY shall agree to establish and implement a drug and alcohol testing program that complies with Title 49 United States Code ("U.S.C.") Section 5331 and Title 49 Code of Federal Regulations ("CFR") Parts 655 and 40, produce any documentation necessary to establish its compliance with Parts 655 and 40, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency of State of California, or COUNTY, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Parts 655 and 40 and review the testing process. CITY shall further agree to certify annually its compliance with Parts 655 and 40 on or before March 15 and to submit the Management Information System (MIS) reports on or before March 15 to the CITY. To certify compliance, CITY shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the Federal Register.

b. **CHARTER BUS REQUIREMENTS**
(49 U.S.C. §5323(d), 49 CFR Part 604)

Charter Service Operations – CITY shall agree to comply with 49 U.S.C. Section 5323(d) and 49 CFR Part 604, which provides that recipients and subrecipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except under one of the exceptions at 49 CFR Part 604.9. Any charter service provided under one of the exceptions must be "incidental" (i.e., it must not interfere with or detract from the provision of mass transportation).

c. **SCHOOL BUS REQUIREMENTS**
(49 U.S.C. 5323(F), 49 CFR Part 605)

School Bus Operations - Pursuant to 49 U.S.C. Section 5323(f) and 49 CFR Part 605, recipients and subrecipients of FTA assistance may not engage in school bus operations exclusively for the transportation of students and school personnel in competition with private school bus operators, unless qualified under specified exemptions. When operating exclusive school bus service under an allowable exemption, recipients and subrecipients may not use federally funded equipment, vehicles, or facilities.

d. **ENERGY CONSERVATION REQUIREMENTS**
(42 U.S.C. §6321 et seq., 49 CFR Part 18)

CITY shall agree to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

e. **CLEAN WATER REQUIREMENTS**
(33 U.S.C. §1251)

(1) CITY shall agree to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. Section 1251 et seq. CITY shall agree to report each violation to COUNTY and understands and agrees that COUNTY will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) CITY shall also agree to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

f. **LOBBYING**
(31 U.S.C. §1352, 49 CFR Part 20)

Byrd Anti-Lobbying Amendment, 31 U.S.C. Section 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 (codified at 2 U.S.C. Section 1601, et seq.) -

Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR Part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. Section 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. Section 1352. Such disclosures are forwarded from tier to tier up to the recipient.

g. **FEDERAL CHANGES**
(49 CFR Part 18)

CITY shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Agreement (Form FTA MA (6) dated October, 1999) between COUNTY and FTA, as they may be amended or promulgated from time to time during the term of this Agreement. CITY's failure to so comply shall constitute a material breach of this Agreement.

h. **CLEAN AIR**
(42 U.S.C. §7401 et seq, 40 CFR Part 15.61, 49 CFR Part 18)

(1) CITY shall agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. Section 7401 et seq. CITY shall agree to report each violation to COUNTY and understands and agrees that COUNTY will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) CITY shall also agree to include these requirements in each subcontract

exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

i. **RECYCLED PRODUCTS**
(42 U.S.C. §6962, 40 CFR Part 247, Executive Order 12873)

Recovered Materials – CITY shall agree to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. §6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

j. **NO GOVERNMENT OBLIGATION TO THIRD PARTIES**
No Obligation by the Federal Government.

(1) COUNTY does and CITY shall acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Agreement, absent the express written consent by the Federal Government, the Federal Government is not a party to this Agreement and shall not be subject to any obligations or liabilities to the COUNTY, CITY, or any other party (whether or not a party to that Agreement) pertaining to any matter resulting from this Agreement.

(2) CITY shall agree to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

k. **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS**
AND RELATED ACTS
(31 U.S.C. §§3801 et seq., 49 CFR Part 31, 18 U.S.C. §1001, 49 U.S.C. §5307)

(1) CITY shall agree that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. Section 3801 et seq. and United States Department of Transportation (“U.S. DOT”) regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part

31, apply to its actions pertaining to this Agreement. CITY further shall agree that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on CITY to the extent the Federal Government deems appropriate.

(2) CITY also shall agree that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with this Agreement that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. Section 5307, the Government reserves the right to impose the penalties of 18 U.S.C Section 1001 and 49 U.S.C. Section 5307(n)(1) on CITY, to the extent the Federal Government deems appropriate.

(3) CITY shall agree to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

I. **PRIVACY ACT**
(5 U.S.C. §552)

Contracts Involving Federal Privacy Act Requirements - The following requirements shall apply to CITY and its employees that administer any system of records on behalf of the Federal Government under any contract:

(1) CITY shall agree to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. Section 552a. Among other things, CITY shall agree to obtain the express consent of the Federal Government before CITY or its employees operate a system of

records on behalf of the Federal Government. CITY shall understand that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of this Agreement.

(2) CITY shall also agree to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

m. **CIVIL RIGHTS REQUIREMENTS**

(29 U.S.C. §623, 42 U.S.C. §2000, 42 U.S.C. §6102, 42 U.S.C. §§12112 and 12132, 49 U.S.C. §5332, 29 CFR Part 1630, 41 CFR Parts 60 et seq.)

The following requirements apply to this Agreement:

(1) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. Section 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. Section 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. Section 12132, and Federal transit law at 49 U.S.C. Section 5332, CITY shall agree that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, CITY shall agree to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(2) Equal Employment Opportunity - The following equal employment opportunity requirements apply to this Agreement:

(a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. Section 2000e, and Federal transit laws at 49 U.S.C. Section 5332, CITY shall agree to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of

Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Part 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," (42 U.S.C. Section 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the performance of this Agreement. CITY shall agree to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the CITY shall agree to comply with any implementing requirements FTA may issue.

(b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. Section 623 and Federal transit law at 49 U.S.C. Section 5332, CITY shall agree to refrain from discrimination against present and prospective employees for reason of age. In addition, CITY shall agree to comply with any implementing requirements FTA may issue.

(c) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. Section 12112, CITY shall agree that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, CITY shall agree to comply with any implementing requirements FTA may issue.

(3) CITY shall also agree to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

n. **TRANSIT EMPLOYEE PROTECTIVE AGREEMENTS**
(49 U.S.C. §§5310, 5311, and 5333, 29 CFR Part 215)

(1) CITY shall agree to comply with applicable transit employee protective requirements as follows:

(a) General Transit Employee Protective Requirements - To the extent that FTA determines that transit operations are involved, CITY shall agree to carry out the transit operations work on the underlying contract in compliance with terms and conditions determined by the U.S. Secretary of Labor to be fair and equitable to protect the interests of employees employed under this Agreement and to meet the employee protective requirements of 49 U.S.C. Section 5333(b), and U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the letter of certification from the U.S. DOL to FTA applicable to the FTA Recipient's project from which Federal assistance is provided to support work on this Agreement. CITY shall agree to carry out that work in compliance with the conditions stated in that U.S. DOL letter. However, the requirements of this subsection (1), do not apply to any contract financed with Federal assistance provided by FTA either for projects for elderly individuals and individuals with disabilities authorized by 49 U.S.C. §5310(a)(2), or for projects for non-urbanized areas authorized by 49 U.S.C. §5311. Alternate provisions for those projects are set forth in subsections (2) and (3c) of this clause.

(b) Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. §5310(a)(2) for Elderly Individuals and Individuals with Disabilities - If this Agreement involves transit operations financed in whole or in part with Federal assistance

authorized by 49 U.S.C. Section (2), and if the U.S. Secretary of Transportation has determined or determines in the future that the employee protective requirements of 49 U.S.C. Section 5333(b) are necessary or appropriate for the state and the public body subrecipient for which work is performed on this Agreement, CITY shall agree to carry out the performance of this Agreement in compliance with the terms and conditions determined by the U.S. Secretary of Labor to meet the requirements of 49 U.S.C. Section 5333(b), U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the U.S. DOL's letter of certification to FTA, the date of which is set forth Grant Agreement or Cooperative Agreement with the state. CITY shall agree to perform transit operations in connection with the underlying contract in compliance with the conditions stated in that U.S. DOL letter.

(c) Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. §5311 in Nonurbanized Areas - If the Agreement involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. Section 5311, CITY shall agree to comply with the terms and conditions of the Special Warranty for the Nonurbanized Area Program agreed to by the U.S. Secretaries of Transportation and Labor, dated May 31, 1979, and the procedures implemented by U.S. DOL or any revision thereto.

(2) CITY shall also agree to include any applicable requirements in each subcontract involving transit operations financed in whole or in part with Federal assistance provided by FTA.

o. **DISADVANTAGED BUSINESS ENTERPRISES (DBE)**

(1) This Agreement is subject to Title 49, Part 26 of the Code of Federal Regulations (49 CFR 26) entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs." In order to ensure the California

Department of Transportation (Caltrans) achieves its federally mandated statewide overall Disadvantaged Business Enterprise (DBE) goal, the COUNTY encourages the participation of DBE's, as defined in 49 CFR 26, in performance of Agreements financed in whole or in part with federal funds. The CITY shall not discriminate on the basis of race, color, natural origin, or sex in the performance of this contract.

(2) As required by federal law, Caltrans has established a statewide overall DBE goal. In order to ascertain whether that statewide overall DBE goal is being achieved, Caltrans is tracking DBE participation on all federally assisted contracts.

(3) The COUNTY advises that it has determined that DBE's could reasonably be expected to compete on this project and the likely DBE Availability Advisory Percentage is ten and one-half (10.5%) percent. The COUNTY also advises that participation of DBE's in the specified percentage is not a condition of award.

(4) The CITY has agreed to carry out applicable requirements of Title 49 CFR 26, in award and administration of federally-assisted agreements. The regulations in their entirety are incorporated herein and by reference.

(5) DBE and other small businesses, as defined in Title 49 CFR 26 are encouraged to participate in the performance of agreements financed in whole or in part with federal funds. The CITY or Subcontractor shall not discriminate on the basis of race, color, national origin, or sex in performance of this contract. The CITY shall carry out the applicable requirements of 49 CFR, Part 26 in the award and administration of U. S. Department of Transportation assisted contracts. Failure by the CITY to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as recipient deems appropriate.

(6) Any subcontract entered into as a result of the Agreement shall contain all the

provisions of this section.

p. **INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS (FTA Circular 4220.1E)**

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding Agreement provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1E, dated June 19, 2003, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The CITY shall not perform any act, fail to perform any act, or refuse to comply with any COUNTY requests which would cause COUNTY to be in violation of the FTA terms and conditions.

q. **ACCESS TO RECORDS AND REPORTS**

(49 U.S.C. 5325, 49 CFR 18.36 (i), 49 CFR 633.17)

CITY shall agree to provide the COUNTY, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the CITY which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. CITY shall also agree, pursuant to 49 CFR 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to CITY'S records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. Section(s) 5307, 5309 or 5311.

The CITY shall agree to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The CITY shall agree to maintain all books, records, accounts and reports required

under this contract for a period of not less than three (3) years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case CITY shall agree to maintain same until the COUNTY, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

r. **GOVERNMENT-WIDE DEBARMENT AND SUSPENSION
(NONPROCUREMENT)**

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the CITY shall be required to verify that none of the CITY, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945. The CITY shall be required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the County. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

s. **BUY AMERICA**

The CONTRACTOR shall comply with the Buy-America requirements of 49 U.S.C. 5323(j) and 49 CFR Part 661 for all procurements of steel, iron, and manufactured products used in PROJECT. Buy-America requirements apply to all purchases, including materials and supplies funded as operating costs, if the purchase exceeds the threshold for small purchases (currently \$100,000.00). Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(c) and 49 CFR 661.11. Rolling stock must be assembled in the United States and have a 60 percent domestic content.

t. **PROVISIONS FOR RESOLUTION OF DISPUTES, BREACHES, OR OTHER LITIGATION**

The CITY and CONTRACTOR shall deal in good faith and attempt to resolve potential disputes informally. If the dispute persists, the CONTRACTOR shall submit to the CITY representative for this Agreement or designee a written demand for a decision regarding the disposition of any dispute arising under this Agreement. The CITY representative shall make a written decision regarding the dispute and will provide it to the CONTRACTOR. The CONTRACTOR shall have the opportunity to challenge in writing within ten (10) working days to the CITY designee. If the CONTRACTOR'S challenge is not made within the ten (10) day period, the CITY representative's decision shall become the final decision of the CITY. The CITY and CONTRACTOR shall submit written, factual information and supporting data in support of their respective positions. The decision of the CITY shall be final, conclusive, and binding regarding the dispute, unless the CONTRACTOR commences an action in court of competent jurisdiction to contest the decision in accordance with Division 3.6 of the California Government Code.

u. **SECTION 504 AND AMERICANS WITH DISABILITIES ACT PROGRAM REQUIREMENTS**

The CONTRACTOR will comply with 49 CFR Parts 27, 37, and 38, implementing and Americans with Disabilities Act and Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. Section 794, as amended.

v. **SCHOOL BUS OPERATIONS**

Pursuant to 49 U.S.C. 5323(F) and 49 CFR Part 605, the CONTRACTOR agrees that it and all its subcontractors will: (1) engage in school transportation operations in competition with private school transportation operators only to the extent permitted by an exception provided by 49 U.S.C. 5323(F) and implementing regulations, and (2) comply with requirements of 49 CFR Part 605 before providing any school transportation using equipment of facilities acquired with federal assistance awarded by the FTA and authorized by 49 U.S.C. Chapter 53 or Title 23 U.S.C. for transportation projects. The CONTRACTOR understands that the requirements of 49 CFR Part 605 will apply to any school transportation it provides, that the definitions of 49 CFR Part 605 apply to any school transportation agreement, and a violation of the contract may require corrective measures and the imposition of penalties, including debarment from the receipt of further federal assistance for transportation.

w. **VEHICLE OPERATOR LICENSING**

The CONTRACTOR is required to comply with all applicable requirements of the Federal Motor Carrier Safety Administration regulations and the California Vehicle Code including, but not limited to, the requirement that all vehicle operators have a valid State of California driver's license, including any special operator license that may be necessary for the type of vehicle operated.

x. **DRUG-FREE WORKPLACE**

The CONTRACTOR certifies by signing a Contract with the CITY that it will provide a drug-free workplace, and shall establish policy prohibiting activities involving controlled substances in compliance with Government Code Section 8355, et seq. The CONTRACTOR is required to include the language of this paragraph in award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all awarding agencies shall disclose accordingly. To the extent the CONTRACTOR, any third-party contractor at any tier, any awarding agency at any tier, or their employees, perform a safety sensitive function under this Agreement, CONTRACTOR agrees to comply with, and assure the compliance of each affected third-party contractor at any tier, each affected awarding agency at any tier, and their employees with 49 U.S.C. Section 5331, and the FTA regulations, "Prevention of Alcohol Misuse and Prohibited Drug use in Transit Operations," 49 CFR Part 655.

y. **ACCOUNTING RECORDS**

The CONTRACTOR shall establish and maintain separate accounting records and reporting procedures specified for the fiscal activities of the Agreement. The CONTRACTOR'S accounting system shall conform to generally accepted accounting principles (GAAP) and uniform standards that may be established by California Department of Transportation. All records shall provide a breakdown of total costs charged under this Agreement including properly executed payrolls, time records, invoices, and vouchers.

11. TERMINATION.

Right to Termination

A. Without Cause: COUNTY will have the right to terminate this Agreement without cause by giving thirty (30) days prior written notice of intention to terminate pursuant to this provision, specifying the date of termination. COUNTY will pay to the CITY the

compensation earned for work performed by CITY and not previously paid for to the date of termination. COUNTY will not pay lost anticipated profits or other economic loss. The payment of such compensation is subject to the restrictions on payment of compensation otherwise provided in this Agreement, and is conditioned upon receipt from CITY of any and all plans, specifications and estimates, and other documents prepared by CITY in accordance with this Agreement. No sanctions will be imposed.

B. With Cause: This Agreement may be terminated by either party should the other party:

- (1) Be adjudged as bankrupt, or
- (2) Become insolvent or have a receiver appointed, or
- (3) Make a general assignment for the benefit of creditors, or
- (4) Suffer any judgment which remains unsatisfied for thirty (30) days, and which would substantively impair the ability of the judgment debtor to perform under this Agreement, or
- (5) Materially breach this Agreement.

For any of the occurrences except item (5), termination may be effected upon written notice by the terminating party specifying the date of the termination. Upon a material breach, the Agreement may be terminated following the failure of the defaulting party to remedy the breach to the satisfaction of the non-defaulting party within five (5) days of written notice specifying the breach. If the breach is not remedied within that five (5) day period, the non-defaulting party may terminate the Agreement on further written notice specifying the date of termination. If the nature of the breach is such that it cannot be cured within a five (5) day period, the defaulting party may submit a written proposal within that period which sets forth a specific means to resolve the default. If the non-defaulting party consents to that proposal in writing, which consent shall not be unreasonably withheld, the

defaulting party shall immediately embark on its plan to cure. If the default is not cured within the time agreed, the non-defaulting party may terminate upon written notice specifying the date of termination. COUNTY will pay to the CITY the compensation earned for work performed and not previously paid for to the date of termination. COUNTY will not pay lost anticipated profits or other economic loss, nor will the COUNTY pay compensation or make reimbursement to cure a breach arising out of or resulting from such termination. If the expense of finishing the CITY'S scope of work exceeds the unpaid balance of the Agreement, the CITY must pay the difference to the COUNTY. The payment of such compensation is subject to the restrictions on payment of compensation otherwise provided in this Agreement, and is conditional upon receipt from the CITY of any and all plans, specifications and estimates, and other documents prepared by the CITY by the date of termination in accordance with this Agreement. Sanctions taken will be possible rejection of future proposals based on specific causes on non-performance.

C. Effects of Termination: Expiration or termination of this Agreement shall not terminate any obligations to indemnify, to maintain and make available any records pertaining to the Agreement, to cooperate with any audit, to be subject to offset, or to make any reports of pre-termination contract activities. Where CITY'S services have been terminated by the COUNTY, said termination will not affect any rights of the COUNTY to recover damages against the CITY.

D. Suspension of Performance: Independent of any right to terminate this Agreement, the authorized representative of COUNTY for which CITY'S services are to be performed, may immediately suspend performance by CITY, in whole or in part, in response to health, safety or financial emergency, or a failure or refusal by CITY to comply with the provisions of this Agreement, until such time as the cause for suspension is resolved, or a notice of termination becomes effective.

* * * * *

IN WITNESS WHEREOF the foregoing Agreement is executed on the date and year first above-written.

COUNTY OF MADERA

Chairman, Board of Supervisors

ATTEST:

Clerk, Board of Supervisors

Contracting Party:

Approved as to Legal Form:
COUNTY COUNSEL

By: _____
(Signature)

By: _____

(Print)

Title: _____

ACCOUNT NUMBER(S)

ATTEST:

City Clerk

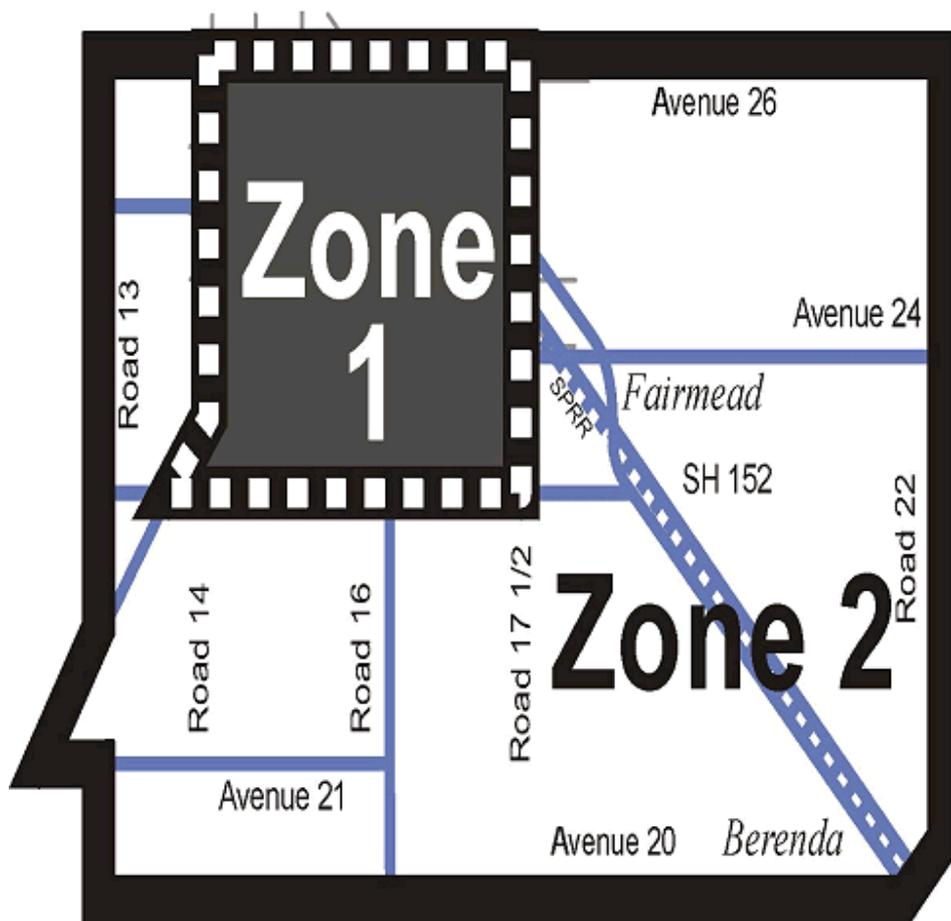
Approved as to Legal Form:
CITY ATTORNEY

By: _____

ATTACHMENT A

SERVICE AREA

Chowchilla Area Transit Express



ATTACHMENT B

**TRANSIT AGREEMENT FY2016/17 FORMULA
BETWEEN THE CITY OF CHOWCHILLA
AND MADERA COUNTY**

COMPENSATION FORMULA: CATX SERVICE

The proposed FY2016/17 compensation formula is calculated as follows:

Operating-Related Costs:

Projected Total Transit Operating Budget	\$349,077
Less CatLinx Operating Costs	50,453
Less Prorated Farebox Credit	<u>22,080</u>
Net CATX Operating Costs	\$276,544
Total County Compensation to City (@38%)	\$105,087

Note: County trips comprise approximately 38% of total CATX passenger miles based on data reported by CATX during FY2004.



CITY COUNCIL STAFF REPORT

Item 4.1

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September 27, 2016

AGENDA SECTION: Public Hearing

SUBJECT: Review and Consideration to Discontinue the CATLinX Transit Service

PREPARED BY: Joann McClendon, City Clerk
Robin Roman, Transit Coordinator
Ellen Moy, Contract Transportation Planner D. Martin Piepenbrok, Community Relations Manager

REVIEWED BY
ADMINISTRATOR

REVIEWED BY
ATTORNEY

REVIEWED BY
FINANCE

RECOMMENDATION:

Following the public hearing, and if found preferable, the City Council can direct staff to prepare a City Council action item for an upcoming council meeting to initiate the processes to discontinue the CATLinX inter-city fixed-route transit service.

HISTORY / BACKGROUND:

In November 2012, the CATLinX transit service, a supplementary inter-city fixed-route transit service between Chowchilla and the Downtown Merced Transpo Center, was initiated to operate for a four-month trial period. The service was created in response to requests over the years to fill the transit gap between the two cities so residents could access the educational, medical, retail, and other resources located in Merced. This link service is provided as part of the agreement with the Merced Transportation Company that operates the local CATX transit system for the City. Merced Transportation Company provides the drivers, the bus and is responsible for all maintenance for the CATLinX service. The City pays all fuel costs in addition to the monthly contract expenses to the company.

The pilot period for CATLinX was originally proposed to end in March 2013. At the March 12, 2013 City Council meeting approval was given to continue the CATLinX transit service through the end of the 2013-2014 fiscal year (June 30, 2014). Coupled with the approval was the understanding that the transit service could be discontinued by council action at any time due to poor performance or other circumstances. In subsequent years the CATLinX service funding was discussed at budget preparation sessions with funds allocated in each fiscal year.

CATLinX operates weekdays with two daily round-trips between Chowchilla and Merced, one early morning and one late afternoon. There are three pickup/drop-off stops in Chowchilla, Dollar General Market, RC Wisener Park/City Hall, and Savemart Supermarket, and the CATLinX bus is housed at the City's Corp Yard. The cost for a one-way ride on CATLinX is \$2.50 and children under 3 years ride free.

Operational costs for both of the City transit services, CATX and CATLinX, are funded from a variety of sources some of which are specific to just transit systems. These funding sources include the Federal Transit Administration (FTA), State Transit Assistance (STA), Local Transportation Fund (LTF), State Proposition 1B, local Measure T, Section 5311, and fare box revenue. The total cost of both City transit services is more than the total amount of funding the City receives from the funding sources, exclusive of LTF, that can only be spent on transit activities. LTF monies pay for a substantial portion of the City transit services. They are the only funds that can be spent on other transportation projects in addition to transit services. However, transit services must be funded first through LTF before any other activities. Once all transit service expenditures are

fulfilled the remaining LTF monies can then be used for other transportation related projects such as local streets and roads improvements, bicycle pathways and pedestrian access projects.

Statistics show that ridership is extremely low for the CATLinX transit service and the operating costs are quite expensive. After nearly four years the average one-way ride for each person going to or from Merced costs the transit program an average of nearly \$35.00. For the last fiscal year the average cost was just over \$50.00 for each one-way ride for each person. Further, the fare box recovery percentage has only averaged 6.1% for the nearly four years, only 4.5% last fiscal year, whereas the Federal government requires a minimum recovery of 10%. In the near future the City may be forced to make up the difference through other funding sources, e.g. general fund or LTF monies.

The following table provides the historical performance summary of the CATLinX transit service.

CATLinX HISTORICAL PERFORMANCE					
	2012-2013* Fiscal Year	2013-2014 Fiscal Year	2014-2015 Fiscal Year	2015-2016 Fiscal Year	Total
TOTAL OPERATING COSTS	\$44,342	\$55,906	\$44,951	\$48,841	\$194,040
FARE BOX REVENUE	\$2,516	\$4,185	\$2,995	\$2,200	\$11,896
NET OPERATING COSTS	\$41,826	\$51,721	\$41,956	\$46,641	\$182,144
PAID ONE-WAY RIDES	1,129	1,840	1,317	924	5,210
DAYS OF SERVICE	166	250	250	250	916
AVG ONE-WAY RIDES/DAY	6.8	7.4	5.3	3.7	5.7
AVG COST/ ONE-WAY RIDE	\$37.05	\$28.11	\$31.86	\$50.48	\$34.96
FARE BOX RECOVERY %	5.7%	7.5%	6.7%	4.5%	6.1%

**Partial fiscal year service; initiated November 2012*

TOTAL OPERATING COSTS – contract expenses and fuel costs

FARE REVENUE – amount paid by the rider at \$2.50 per one-way ride

NET OPERATING COSTS – total operating costs minus fare box revenue

PAID ONE-WAY RIDES – number times a paying rider has stepped on the bus for a one-way ride

DAYS OF SERVICE – number of operational service days

AVG ONE-WAY RIDES/DAY – number of paid one-way riders divided by days of service

AVG COST PER ONE-WAY RIDE – net operating costs divided by paid one-way rides

FARE BOX RECOVERY % – fare box revenue divided by total operating costs*

**Federal requirements stipulate a minimum 10% return and in the near future the Madera County Transportation Commission (MCTC) is expected to start monitoring this requirement and future deficits may have to be met from other funding sources such as general fund or LTF monies*

Staff proposes that since CATLinX was originally an experimental pilot program that was subsequently extended for 3+ additional years, that ridership has not approached the original intent, nor has the service proven to be financially cost-effective as originally intended, the program should be discontinued and funds used for the service be made available for other activities as deemed eligible.

FINANCIAL IMPACT:

The current 2016-2017 fiscal year budget has allocated \$52,826 to the CATLinX transit service. If CATLinX is discontinued a substantial portion of this allocation might not be spent from the LTF monies. Thus, the amount of funds available to assign to other transportation oriented projects could increase.



CITY COUNCIL STAFF REPORT

Item 6.1

[CLICK HERE
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September 27, 2016

AGENDA SECTION: New Business

SUBJECT: Consideration of Creating an Ad Hoc Committee to Explore a Chowchilla Shooting Sports Complex (CSSC)

PREPARED BY: Scott Thomson, Volunteer Project Manager

REVIEWED BY
ADMINISTRATOR

REVIEWED BY
ATTORNEY

REVIEWED BY
FINANCE

RECOMMENDATION

Create an Ad Hoc Committee to begin exploring the viability of construction of a shooting sport complex.

HISTORY / BACKGROUND

The proposed facility will provide an economic benefit to the community through employment opportunities for residents and will be a point of destination which will further showcase the wonderful quality of life here in Chowchilla.

As part of this effort, a Shooting Sports Complex is proposed as a way to generate economic development for local businesses through the sale of goods and services and to further local recreational opportunities. A facility of this type is a marketable amenity for the city to potential home buyers and business's looking to relocate, expand or start-up.

Chowchilla already has an outstanding 18 hole, PGA caliber, golf course. The addition of an Olympic quality Shooting Sports Complex with the existing golf course and local events hosted at the Chowchilla Fair Grounds will combine to enhance the City's ability to draw visitors to the area and enhance the overall image of the City.

According the Federal and industry data, the past several years have seen record breaking sales of both firearms and ammunition, with 2016 projected to exceed all previous year's volume. One area that is lagging behind is the need for safe, friendly, local ranges. As more individuals have chosen to be firearms owners the need for these facilities grows. Private indoor ranges accommodate some of this need, however, they do not provide for shotgun clay shooting, one of the fastest growing sports, nor long distance rifle. The greatest area of need is for large out door facilities that support all disciplines of the shooting sports.

The nearest facilities to Chowchilla that support rifle, pistol and shotgun shooting are Sun Mountain Gun Club, 54 miles to the east, Visalia Sportsman's Association, 72 miles to the south and Sacramento Valley Shooting Center 133 miles to the north. There is a major void within the Central Valley that the City can fill. By capitalizing on its location at the intersection of Hwy 99 and Hwy 152, families and individuals will find our City attractive and a convenient location.

The potential positive economic impact to the community can be demonstrated by looking to the California Youth Shooting Sports Association (CYSSA). According to the CYSSA, Shooting Sports is the fastest growing high school sports in the country. The City of Stockton has hosted the CYSSA state championships in recent years. During just one of these events the economic impact to that city was estimated to be two million dollars brought into the community over a two day period. This is one

example of competitive shooting narrowly focused on just youth participants but serves to demonstrate the economic potential. When you consider the vast variety of rifle, handgun and shotgun competitive associations, it is conceivable that a competitive match of various types could be hosted each weekend throughout the year. This represents a significant infusion of money to our local economy and to the City of Chowchilla through use fee's and sales taxes.

Shooting sports are a family friendly recreation that spans generations. People of all ages and abilities, regardless of race or sex, will be able to use the facility. Again looking to CYSSA, the positive impact to local recreation is showcased. The CYSSA Clay Target Program is a team based youth development programs for boys and girls, grades 12 and under that provides participants with a positive, life enhancing experience. CYSSA events are held at 5 consecutive locations for each schedule event. CYSSA currently has 10 former youth shooters attending college on full ride scholarships. Eight shooters are attending Lindenwood University while 2 are attending Arizona State University. CYSSA alumni also include 3 members of the US Olympic Shooting Team and 15 Junior Olympic Team members. Consider that CYSSA is just one of many such competitive programs. A destination facility that provides the proper amenities and accommodations, will host International, NCAA, Regional & State Championships and Olympic Qualifiers and Training. This represents a significant opportunity for local youth sports.

Currently, Santa Clara County and the Cites of Sacramento and San Jose, among many other municipalities, own and operate public shooting ranges through their Parks and Recreation Departments.

ATTACHMENTS

Attachments will be provided at meeting.



CITY COUNCIL STAFF REPORT

Item 6.2

[CLICK HERE
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September 27, 2016

AGENDA SECTION: New Business

SUBJECT: Consideration to Approve and Install Commemorative “Chowchilla Redskin Way” Street Signs on Intersection Wayfaring Sign Poles on Humboldt Avenue

PREPARED BY: D. Martin Piepenbrok, Community Relations Manager

REVIEWED BY
ADMINISTRATOR

REVIEWED BY
ATTORNEY

REVIEWED BY
FINANCE

RECOMMENDATION:

Provide staff with direction to design, manufacture and install Chowchilla Redskin Way street signs atop the corner wayfaring street sign poles on Humboldt Avenue between S. Front Street and S. Fifteenth Street.

HISTORY / BACKGROUND:

At the City Council workshop of September 13, 2016 staff was directed to develop detailed proposals for the City Council to consider honoring the legacy of the 100 year history of the Chowchilla Redskins high school mascot by installing commemorative street signs atop existing wayfaring street signs along Humboldt Avenue. Humboldt Avenue will not be renamed nor will this commemorative sign serve as an official wayfaring sign for the purposes of address references.

A proposed design of a 6-inch by 24-inch sign that complements existing wayfaring signs accompanies this report. The proposed design displays the commemorative name “Chowchilla Redskin Way” and the tag line, A 100 Year Legacy of Honor and Respect, along with the school logo.

FINANCIAL IMPACT:

A total of 16 street signs are needed for the length of Humboldt Avenue. The cost of the 6-inch by 24-inch signs is about \$26 each and the installation brackets cost about \$8 each for a total of approximately \$34 per intersection sign pole. Initially staff will purchase 20 signs and brackets for replacement needs. The signs will be installed by in-house personnel.

ATTACHMENTS:

Resolution
Proposed Chowchilla Redskin Way street sign

COUNCIL RESOLUTION # -16

A RESOLUTION OF THE COUNCIL OF THE CITY OF CHOWCHILLA, CALIFORNIA TO APPROVE THE INSTALLATION OF HONORARY CHOWCHILLA REDSKIN WAY STREET SIGNS ATOP THE EXISTING WAYFARING SIGNS ALONG HUMBOLDT AVENUE FROM S. FRONT STREET TO S. FIFTEENTH STREET

WHEREAS, the Chowchilla Union High School's Centennial Anniversary will be celebrated in early October and

WHEREAS, the City of Chowchilla joins with the community to celebrate the 100 year legacy of the Chowchilla Redskin, the high school's mascot; and

WHEREAS, the City of Chowchilla recognizes that Chowchilla Union High School alumni, along with many others of the community, are proud of their legacy to be a Chowchilla Redskin, one that emboldens a spirit of strength, honor and respect; and

WHEREAS, the City of Chowchilla recognizes that the threads of being a Chowchilla Redskins are woven long and deep throughout Chowchilla and stretch across the country; and

WHEREAS, the City of Chowchilla intends to honor the long established legacy of being a Chowchilla Redskin through the installation of commemorative street signs that read Chowchilla Redskin Way along Humboldt Avenue;

NOW THEREFORE, the City Council of the City of Chowchilla hereby resolves to approve the design, manufacture and installation of commemorative Chowchilla Redskin Way street signs atop the existing wayfaring signs along Humboldt Avenue from S. Front Street to S. Fifteenth Street.

* * * *

PASSED AND ADOPTED by the City Council of the City of Chowchilla this 27th 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 REDSKIN WAY

A 100 YEAR LEGACY OF HONOR AND RESPECT



1916 - 2016



CITY COUNCIL STAFF REPORT

Item 6.3

[CLICK HERE
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September 27, 2016

AGENDA SECTION: New Business

SUBJECT: Consideration of Proposition 53, Voter Approval Requirement for Revenue Bonds Above Two-Billion Dollars (\$2,000,000,000)

PREPARED BY: Brian Haddix, City Administrator

REVIEWED BY
ADMINISTRATOR

REVIEWED BY
ATTORNEY

REVIEWED BY
FINANCE

RECOMMENDATION:

That the City Council informs the League of California Cities that it concurs with its opposition to Proposition 53 Revenue Bonds: Statewide Voter Approval - Constitutional Amendment.

HISTORY / BACKGROUND:

The League of California Cities Board of Directors recently voted to take positions on four of the numerous initiatives on the November 2016 ballot. Stephan Qualls, the League's Central Valley Regional Public Affairs Manager, contacted me asking that Chowchilla consider adopting the attached resolution.

According to Mr. Qualls, the fact that the Board of Directors voted to take positions and request resolutions on these two measures, indicates that the Board of Directors feels very strongly that these measures will have a profound impact on local governments.

What follows are two analysis of this proposition. The first is from the League and the second is from the State of California's Legislative Analyst's Office.

League of California Cities:

Proposition 53 Revenue Bonds: Statewide Voter Approval - Constitutional Amendment. This measure would require statewide voter approval prior to the state issuing or selling any revenue bonds of \$2 billion or more for state projects that are financed, owned, operated or managed by the state or a joint agency created by or for the state.

League Position: Oppose

This measure would make it more difficult for state, regional, and local public agencies to use revenue from a common funding source to finance critical infrastructure projects. This concern is valid as cities and counties could also be members to joint powers agencies created by the state. Additionally, the broadest interpretation could prevent critical state improvements in a community, even under the \$2 billion threshold, as long as they're "proximate, physically joined/connected, and/or cannot be complete without the other project."

Regional projects (such as the Bay Bridge) subject to the threshold would require a statewide vote. Thus, regional and local projects would be subject to the control of voters in other areas of the state even when they are neither impacted by the projects nor required to pay for them.

Local Precedent Concern: While the immediate impact on a city from this proposal can be debated, its enactment would set a legal and policy precedent of having revenue bonds subject to public votes. Such a precedent could lead to future efforts to expand such a requirement to apply to local government revenue bonds in the future, further limiting local flexibility.

State of California's Legislative Analyst's Office:

Yes/No Statement

A **YES** vote on this measure means: State revenue bonds totaling more than \$2 billion for a project that is funded, owned, or managed by the state would require statewide voter approval.

A **NO** vote on this measure means: State revenue bonds could continue to be used without voter approval.

Summary of Legislative Analyst's Estimate of Net State and Local Government Fiscal Impact

- Fiscal impact on state and local governments is unknown and would depend on which projects are affected by the measure, whether they are approved by voters, and whether any alternative projects or activities implemented by government agencies have higher or lower costs than the original project proposal.

Ballot Label

Fiscal Impact: State and local fiscal effects are unknown and would depend on which projects are affected by the measure and what actions government agencies and voters take in response to the measure's voting requirement.

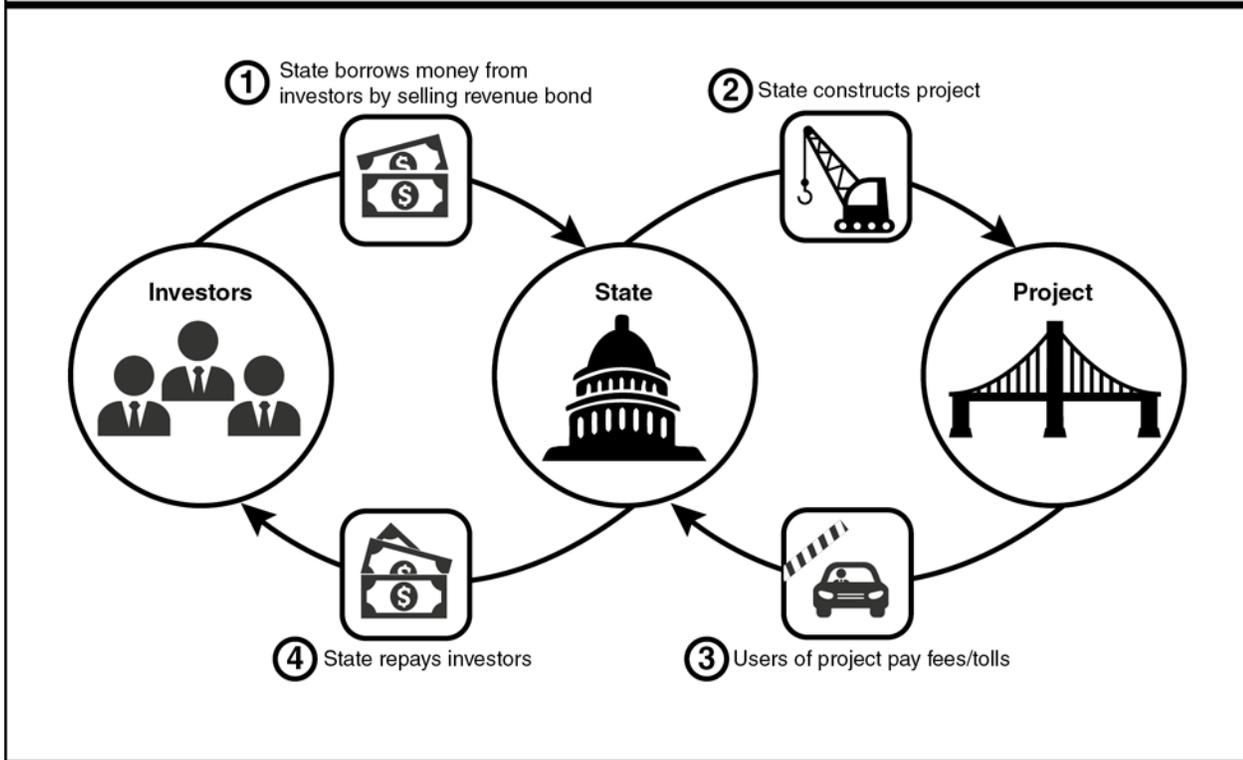
Background

State Pays for Infrastructure Projects Using Cash and Borrowing. The state builds various types of infrastructure projects like bridges, dams, prisons, and office buildings. In some cases, the state pays for projects on a pay-as-you-go basis using tax revenues received each year. In other cases, the state borrows money to pay for projects, especially for larger projects.

State Borrows Money Using Bonds. The main way the state borrows money is by selling bonds to investors. Over time, the state pays back these investors with interest. The state sells two main types of bonds: general obligation bonds and revenue bonds. The state repays general obligation bonds using the state General Fund, which is funded primarily by income and sales taxes. In contrast, the state usually repays revenue bonds using revenue from fees or other charges paid by the users of the project (such as from bridge tolls). Figure 1 shows how a state revenue bond generally works. (For more information on the state's use of bonds, see the "Overview of State Bond Debt" later in this voter guide.)

Figure 1

How a State Revenue Bond Works



Voter Approval Not Required for State Revenue Bonds. Under the California Constitution, state general obligation bonds need voter approval before the state can use them to pay for a project. State revenue bonds do not need voter approval under existing state law.

Proposal

Requires Voter Approval of Certain State Revenue Bonds. The measure requires statewide voter approval of revenue bonds that meet all of the following conditions:

- **State Sells the Revenue Bonds.** Revenue bonds are sold by the state, as well as certain associations that the state creates or in which the state is a member. The statewide voting requirement does not apply to bonds sold by cities, counties, schools, community colleges, and special districts.
- **Bonds Sold for State Project.** The revenue bonds are sold for a project that is funded, owned, operated, or managed by the state. The measure also contains provisions to prevent a single project from being separated into multiple projects to avoid voter approval.
- **Bonds for the Project Exceed \$2 Billion.** The revenue bonds sold for a project total more than \$2 billion. Under the measure, this amount would be adjusted every year for inflation.

Fiscal Effects

The measure's fiscal effects on state and local governments are unknown. It is unlikely there would be very many projects large enough to be affected by the measure's requirement for voter approval.

However, for those projects that are affected, the fiscal effects would depend on what actions the state, local governments, and voters take in response to this measure's voting requirement.

Measure Likely to Cover Relatively Few Projects

Few Projects Cost Over \$2 Billion. Relatively few state projects are likely to be large enough to meet the measure's \$2 billion requirement for voter approval. Two state projects that are over \$2 billion and might use revenue bonds are (1) the California "WaterFix" project, which would build two tunnels to move water through the Sacramento-San Joaquin River Delta; and (2) the California High-Speed Rail project. It is possible other large projects could be affected in the future, such as new bridges, dams, or highway toll roads.

Uncertain Which Projects Would Be Affected. While it is unlikely that very many projects would be large enough to be affected by the measure, there is some uncertainty regarding which projects would be affected. This is because the measure does not define a "project." As a result, the courts and the state would have to make decisions about what they consider to be a single project. For example, in some cases a project could be narrowly defined as a single building (like a hospital). In other cases, a project could be more broadly defined as including multiple buildings in a larger complex (like a medical center). A broader definition could result in more projects meeting the \$2 billion requirement, thus requiring voter approval.

How Government Agencies and Voters Respond Would Affect Costs

Government and Voters Could Take Different Actions. When a proposed project meets this measure's requirements for voter approval, governments and voters could respond in different ways. These responses, in turn, would determine the fiscal effects, if any, of this measure:

- On the one hand, if the state held an election and voters approved the project, the state could proceed with the project as planned using revenue bonds. As a result, there would be little fiscal effect from this measure.
- On the other hand, if voters rejected the project or the state chose not to hold an election as required by this measure, the state would not be able to use revenue bonds for the project. Without access to revenue bonds, the state and/or local governments might take other actions to meet the concerns the project was intended to address. They might (1) replace the large project with other smaller projects, (2) perform other activities that would reduce the need for the project, or (3) find other ways to pay for the project instead of using revenue bonds. These actions could result in either higher or lower net costs depending on the specific alternatives that governments pursued and how they compared to the original project proposal.

Some Actions Could Result in Higher Costs. Some types of government and voter response to this measure could result in higher costs for the state and local governments. For example, it could be more expensive in some cases for state and local governments to complete several smaller projects than it

would have been for the state to build the original large project. This could happen if the large project was a more efficient way to meet the concerns that the project addressed.

The state also could fund a project in a different way than revenue bonds that might be more expensive. For example, the state could partner with a private company that would sell bonds to fund the project. The state would then have to pay back the private company. This could result in higher costs for the state because the private company would need to make a profit on the project. Also, the private company would probably pay higher interest rates than the state. The private company would likely pass these higher borrowing costs on to the state.

Some Actions Could Result in Lower Costs. Other types of responses could result in lower state and local costs. For example, state and local governments might find ways to make better use of existing infrastructure. For instance, local water agencies might implement water conservation measures, which could reduce the need to build new dams or other projects to provide more water. If existing infrastructure could meet the state's needs adequately with these types of actions, there would be savings from not having to spend the money to build a new project.

The state also could fund a project in a way that might be cheaper than using revenue bonds. For example, the state could borrow money using general obligation bonds. While state general obligation bonds require voter approval, there would be some savings because they have lower interest rates than revenue bonds.

FINANCIAL IMPACT:

Not applicable.

ATTACHMENTS:

Resolution

COUNCIL RESOLUTION # -16

**A RESOLUTION OF THE COUNCIL OF THE CITY OF CHOWCHILLA, CALIFORNIA IN
OPPOSITION TO PROPOSITION 53, VOTER APPROVAL REQUIREMENT FOR REVENUE
BONDS ABOVE TWO-BILLION DOLLARS (\$2,000,000,000)**

WHEREAS, California and its local communities have a backlog of essential infrastructure needs, including crumbling local streets and roads, unsafe bridges and overpasses, aging water supply infrastructure, inadequate public transportation systems, and overcrowded hospitals and universities; and

WHEREAS, Proposition 53 on the November ballot would erode local control and undermine the ability of cities, counties and other local agencies and the state to form partnerships to finance the construction of some critical public infrastructure projects; and

WHEREAS, this initiative would require a statewide vote on certain local infrastructure projects financed through revenue bonds, where local governments have joined in a Joint Powers Authority (JPA) in partnership with the state or where the state was involved in the creation of the JPA; and

WHEREAS, by requiring a statewide vote on some local or regional projects, this initiative would erode local control by empowering voters in distant communities to reject projects which they do not use and do not fund; and

WHEREAS, this measure could derail and delay [CITY]'s ability to make improvements to critical infrastructure, including after emergencies and natural disasters; and

WHEREAS, No on 53 is a growing coalition of organizations representing local governments, water agencies, public safety leaders, businesses, labor unions, hospitals, family farmers, environmentalists and educators that have come together to officially oppose this initiative.

NOW, THEREFORE, BE IT RESOLVED that the City of Chowchilla opposes Proposition 53.

BE IT FURTHER RESOLVED that the City of Chowchilla will join No on 53 coalition.

PASSED AND ADOPTED by the City Council of the City of Chowchilla this 27th 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 6.4

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September 27, 2016

AGENDA SECTION: New Business

SUBJECT: **Consideration of Proposition 54 California Legislature Transparency Act of 2016**

PREPARED BY: Brian Haddix, City Administrator

REVIEWED BY
ADMINISTRATOR

REVIEWED BY
ATTORNEY

REVIEWED BY
FINANCE

RECOMMENDATION:

That the City Council informs the League of California Cities that it concurs with its recommendation to support Proposition 54 California Legislature Transparency Act of 2016.

HISTORY / BACKGROUND:

The League of California Cities Board of Directors recently voted to take positions on four of the numerous initiatives on the November 2016 ballot. Stephan Qualls, the League's Central Valley Regional Public Affairs Manager, contacted me asking that Chowchilla consider adopting the attached resolution.

According to Mr. Qualls, the fact that the Board of Directors voted to take positions and request resolutions on these two measures, indicates that the Board of Directors feels very strongly that these measures will have a profound impact on local governments.

What follows are two analysis of this proposition. The first is from the League and the second is from the State of California's Legislative Analyst's Office.

League of California Cities:

Proposition 54 California Legislature Transparency Act of 2016.

This measure would prohibit the Legislature from passing legislation until it has been in print and published online for at least 72 hours prior to the vote unless it is a case of public emergency. The Legislature would be required to record all proceedings (except closed sessions) and make available online.

League Position: Support

The League supports this measure because it will improve the transparency of the California's legislative process. Last-minute bills and amendments can often be harmful to local agencies and communities. Complex measures are often passed before members of the Legislature have any realistic opportunity to review or debate them, resulting in ill-considered legislation.

The opportunity for an orderly and detailed review of bills by the public, the press, and legislators will result in better laws, while thwarting political favoritism and power grabs. Additional access for the public to recordings of legislative proceedings will enhance transparency and accountability.

State of California's Legislative Analyst's Office:

Legislature. Legislation and Proceedings. Initiative Constitutional Amendment and Statute.

Yes/No Statement

A **YES** vote on this measure means: Any bill (including changes to the bill) would have to be made available to legislators and posted on the Internet for at least 72 hours before the Legislature could pass it. The Legislature would have to ensure that its public meetings are recorded and make videos of those meetings available on the Internet.

A **NO** vote on this measure means: Rules and duties of the Legislature would not change.

Summary of Legislative Analyst's Estimate of Net State and Local Government Fiscal Impact

- One-time costs of \$1 million to \$2 million and ongoing costs of about \$1 million annually to record legislative meetings and make videos of those meetings available on the Internet.

Ballot Label

Fiscal Impact: One-time costs of \$1 million to \$2 million and ongoing costs of about \$1 million annually to record legislative meetings and make videos of those meetings available on the Internet.

Background

State Legislature Makes Laws. The California Legislature has two houses: the Senate and the Assembly. Legislative rules guide the process by which bills become laws. In this process, legislators discuss bills in committee hearings and other settings. They often change bills based on these discussions. Typically, legislators take several days to consider these changes before they vote on whether to pass the bill. Sometimes, however, legislators take less time to consider these changes.

Legislature's Public Meetings. The State Constitution requires meetings of the Legislature and its committees to be open to the public, with some exceptions (such as meetings to discuss security at the State Capitol). Live videos of most, but not all, of these meetings are available on the Internet. The Legislature keeps an archive of many of these videos for several years. The Legislature does not charge fees for the use of these videos. The Legislature spends around \$1 million each year on recording, posting, and storing these videos. Under current state statute, recordings of Assembly meetings cannot be used for political or commercial purposes.

Legislature's Budget. The Constitution limits how much the Legislature can spend on its own operations. This limit increases with growth in California's population and economy. This year, the Legislature's budget is about \$300 million—less than 1 percent of total spending from the General Fund (the state's main operating account).

Proposal

Proposition 54 amends the Constitution to change the rules and duties of the Legislature. Figure 1 summarizes the proposition's key changes. The Legislature's costs to comply with these requirements would be counted within the Legislature's annual spending limit.

Figure 1

Key Changes That Would Happen if Proposition 54 Passes

- A bill (including changes to that bill) would have to be available on the Internet for at least 72 hours before the Legislature could pass it.^a
- The Legislature would have to ensure that all of its public meetings were recorded, with videos posted on the Internet within 24 hours.
 - These videos would have to be downloadable for at least 20 years.

^a This rule has exceptions for emergencies, including natural disasters.

Changes How State Legislature Makes Laws. If Proposition 54 passes, a bill (including changes to that bill) would have to be made available to legislators and posted on the Internet for at least 72 hours before the Legislature could pass it. In an emergency, like a natural disaster, the Legislature could pass bills faster. This could only happen, however, if the Governor declares a state of emergency and two-thirds of the house considering the bill votes to pass the bill faster.

Changes Rules of Legislature's Public Meetings. If Proposition 54 passes, videos of all of the Legislature's public meetings would have to be (1) recorded, (2) posted on the Internet within 24 hours following the end of the meeting, and (3) downloadable from the Internet for at least 20 years. (These requirements would take effect beginning January 1, 2018.) In addition, members of the public would be allowed to record and broadcast any part of a public legislative meeting. Proposition 54 also changes state statute so that anyone could use videos of legislative meetings for any legitimate purpose and without paying a fee to the state.

Fiscal Effects

The fiscal impact of Proposition 54 would depend on how the Legislature decides to meet these new requirements. The main costs of the proposition relate to the recording of videos of legislative meetings and storage of those videos on the Internet. The state would likely face: (1) **one-time costs of \$1 million to \$2 million** to buy cameras and other equipment and (2) **annual costs of about \$1 million** for more staff and online storage for the videos. These costs would be less than 1 percent of the Legislature's budget for its own operations.

FINANCIAL IMPACT:

Not applicable.

ATTACHMENTS:

Resolution

COUNCIL RESOLUTION # -16

A RESOLUTION OF THE COUNCIL OF THE CITY OF CHOWCHILLA, CALIFORNIA IN SUPPORT OF PROPOSITION 54, THE CALIFORNIA LEGISLATURE TRANSPARENCY ACT OF 2016

WHEREAS, it is essential to the maintenance of a democratic society that public business by the California Legislature be performed in an open and public manner and residents be given the opportunity to fully review every bill and express their views regarding the bill's merits to their elected representatives, before it is passed.

WHEREAS, last-minute amendments to bills in the Legislature are frequently pushed through without sufficient opportunities for public comment, or advance notice, providing members of the Legislature with no realistic opportunity to review or debate them, resulting in ill-considered legislation.

WHEREAS, few citizens have the ability to attend legislative proceedings in person, and many legislative proceedings go completely unobserved by the public and press, often leaving no record of what was said.

WHEREAS, with the availability of modern recording technology and the Internet, there is no reason why public legislative proceedings should remain relatively inaccessible to the citizens that they serve.

WHEREAS, California should also follow the lead of other states that require a 72-hour advance notice period between the time a bill is printed and made available to the public and the time it is put to a vote, allowing an exception only in the case of a true emergency, such as a natural disaster.

WHEREAS Proposition 54, the California Legislature Transparency Act, prohibits the Legislature from voting on a bill until it has been published online in its final form for at least 72 hours. In addition, Proposition 54:

- a. Allows this 72-hour notice period to be waived to address a state emergency declared by the Governor, followed by a two thirds vote of the legislative body, prior to action being taken on the measure for which the rules are being waved; and
- b. Requires the Legislature, by January 1, 2019, to ensure audiovisual recordings of all public proceedings are publicly accessible on the Internet within 24 hours and archived for at least 20 years thereafter (excludes closed session meetings), and allows all recordings of public proceedings to be used for any legitimate purpose.

NOW, THEREFORE, BE IT RESOLVED that the City of Chowchilla supports Proposition 54, the California Legislature Transparency Act.

BE IT FURTHER RESOLVED that the City of Chowchilla will join the Yes on 54 coalition.

PASSED AND ADOPTED by the City Council of the City of Chowchilla this 27th 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 6.5

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September 27, 2016

AGENDA SECTION: New Business

SUBJECT: Consideration of Proposition 57, the California Parole for Non-Violent Criminals and Juvenile Court Trial Requirements Initiative

PREPARED BY: Brian Haddix, City Administrator

REVIEWED BY
ADMINISTRATOR

REVIEWED BY
ATTORNEY

REVIEWED BY
FINANCE

RECOMMENDATION:

That the City Council opposes Proposition 57, the California Parole for Non-Violent Criminals and Juvenile Court Trial Requirements Initiative.

HISTORY / BACKGROUND:

Proposition 57, if passed by the voters, is designed to alleviate over-crowding in the state prisons by allowing individuals convicted of 'non-violent felony' offenses to be eligible for parole consideration after completing their full term. This measure would also require that youths have a hearing in juvenile court to determine whether they should be transferred to adult court. The Chowchilla City Police Chief has raised concerns over a sudden increase in crimes which occurred following the passage of Proposition 47, which provided for reduced penalties and incarceration terms for certain crimes deemed 'less serious,' in order to ease prison over-crowding. The City Council expressed strong concerns over the likelihood of increased crime which could result in the city and region, should this Proposition pass.

State of California's Legislative Analyst's Office:

Yes/No Statement

A **YES** vote on this measure means: Certain state prison inmates convicted of nonviolent felony offenses would be considered for release earlier than otherwise. The state prison system could award additional sentencing credits to inmates for good behavior and approved rehabilitative or educational achievements. Youths must have a hearing in juvenile court before they could be transferred to adult court.

A **NO** vote on this measure means: There would be no change to the inmate release process. The state's prison system could not award additional sentencing credits to inmates. Certain youths could continue to be tried in adult court without a hearing in juvenile court.

Summary of Legislative Analyst's Estimate of Net State and Local Government Fiscal Impact

- Net state savings likely in the tens of millions of dollars annually, primarily due to reductions in the prison population. Savings would depend on how certain provisions are implemented.
- Net county costs of likely a few million dollars annually.

Ballot Label

Fiscal Impact: Net state savings likely in the tens of millions of dollars annually, depending on implementation. Net county costs of likely a few million dollars annually.

Background

Adult Offenders

The California Department of Corrections and Rehabilitation (CDCR) operate the state prison system. CDCR is responsible for housing adults who have been convicted of felonies identified in state law as serious or violent, as well as certain sex offenses. Examples of violent felonies include murder, robbery, and rape. Examples of serious felonies include certain forms of assault, such as assault with the intent to commit robbery. The department is also responsible for housing individuals convicted of other felonies (such as grand theft) in cases where those individuals have been previously convicted of serious, violent, or certain sex offenses. As of June 2016, there were about 128,000 individuals in state prison. Below, we discuss the sentencing of adult offenders and the use of parole consideration hearings and sentencing credits.

Adult Sentencing. Individuals are placed in prison under an indeterminate sentence or a determinate sentence. Under indeterminate sentencing, individuals are sentenced to prison for a term that includes a minimum but no specific maximum, such as 25-years-to-life. Under determinate sentencing, individuals receive fixed prison terms with a specified release date. Most people in state prison have received a determinate sentence.

Individuals in prison have been convicted of a main or primary offense. They often serve additional time due to other, lesser crimes for which they are convicted at the same time. In addition, state law includes various sentencing enhancements that can increase the amount of time individuals serve. For example, those previously convicted of a serious or violent offense generally must serve twice the term for any new felony offense.

Parole Consideration Hearings. After an individual serves the minimum number of years required for an indeterminate sentence, the state Board of Parole Hearings (BPH) conducts a parole consideration hearing to determine whether the individual is ready to be released from prison. For example, BPH would conduct such a hearing for an individual sentenced to 25-years-to-life after the individual served 25 years in prison. If BPH decides not to release the individual from prison, the board would conduct a subsequent hearing in the future. Individuals who receive a determinate sentence do not need a parole consideration hearing to be released from prison at the end of their sentence. However, some of these individuals currently are eligible for parole consideration hearings before they have served their entire sentence. For

example, certain individuals who have not been convicted of violent felonies are currently eligible for parole consideration after they have served half of their prison sentence. This was one of several measures put in place by a federal court to reduce the state's prison population.

Sentencing Credits. State law currently allows CDCR to award credits under certain conditions to prison inmates that reduce the time they must serve in prison. The credits are provided for good behavior or for participating in work, training, or education programs. Over two-thirds of inmates are eligible to receive credits. State law limits the amount that inmate sentences can be reduced through credits. For example, more than half of inmates eligible for credits can only reduce their sentences by 15 percent because they have a conviction for a violent offense.

Juvenile Justice

Youths accused of committing crimes when they were under 18 years of age are generally tried in juvenile court. However, under certain circumstances, they can be tried in adult court. Below, we discuss the process for determining whether a youth is tried in juvenile court versus adult court.

Youths in Juvenile Court. Juvenile court proceedings are different than adult court proceedings. For example, juvenile court judges do not sentence a youth to a set term in prison or jail. Instead, the judge determines the appropriate placement and rehabilitative treatment (such as drug treatment) for the youth, based on factors such as the youth's offense and criminal history. About 44,000 youths were tried in juvenile court in 2015.

Counties are generally responsible for the youths placed by juvenile courts. Some of these youths are placed in county juvenile facilities. However, if the judge finds that the youth committed certain significant crimes listed in statute (such as murder, robbery, and certain sex offenses), the judge can place the youth in a state juvenile facility. State law requires that counties generally pay a portion of the cost of housing youths in these state facilities. Youths who are released from a state juvenile facility are generally supervised in the community by county probation officers.

Youths in Adult Court. In certain circumstances, youths accused of committing crimes when they were age 14 or older can be tried in adult court and receive adult sentences. (Individuals accused of committing crimes before they were age 14 must have their cases heard in juvenile court.) Such cases can be sent to adult court in one of the three following ways:

- **Automatically Based on Seriousness of Crime.** If a youth is accused of committing murder or specific sex offenses with certain special circumstances that make the crime more serious (such as also being accused of torturing the victim), he or she must be tried in adult court.
- **At the Discretion of Prosecutor Based on Crime and Criminal History.** If a youth has a significant criminal history and/or is accused of certain crimes listed in statute (such as murder), a prosecutor can file charges directly in adult court. Prosecutors have this ability in more cases for youths who were age 16 or 17 at the time the crime was committed than for those who were age 14 or 15.

- ***At the Discretion of Judge Based on Hearing.*** A prosecutor can request a hearing in which a juvenile court judge decides whether a youth should be transferred to adult court. For youths who were age 14 or 15 when the crime was committed, the crime must be one of certain significant crimes listed in statute (such as murder, robbery, or certain sex offenses). For youths who were age 16 or 17 when the crime was committed, the prosecutor can seek this hearing for any crime, but typically will only do so for more serious crimes or for youths with a significant criminal history.

Relatively few youths are sent to adult court each year. For example, less than 600 youths were sent to adult court in 2015. Less than 100 youths were sent to adult court at the discretion of a judge based on a hearing. The remainder were sent to adult court automatically based on the seriousness of their crime or at the discretion of a prosecutor based on their crime and/or criminal history.

Youths convicted in adult court when they are under 18 years of age are typically held in a state juvenile facility for the first portion of their sentences. When these youths turn age 18, they are generally transferred to state prison. However, if their sentences are short enough that they are able to complete their terms before turning age 21, they serve their entire sentences in a state juvenile facility. The state pays the entire cost of housing youths in a state juvenile facility who were convicted in adult court. After completing their sentences, these youths are generally supervised in the community by state parole agents.

Proposal

This measure makes changes to the State Constitution to increase the number of inmates eligible for parole consideration and authorizes CDCR to award sentencing credits to inmates. The measure also makes changes to state law to require that youths have a hearing in juvenile court before they can be transferred to adult court. We describe these provisions in greater detail below.

Parole Consideration for Nonviolent Offenders. The measure changes the State Constitution to make individuals who are convicted of “nonviolent felony” offenses eligible for parole consideration after serving the full prison term for their primary offense. As a result, BPH would decide whether to release these individuals before they have served any additional time related to other crimes or sentencing enhancements.

The measure requires CDCR to adopt regulations to implement these changes. Although the measure and current law do not specify which felony crimes are defined as nonviolent, this analysis assumes a nonviolent felony offense would include any felony offense that is not specifically defined in statute as violent. As of September 2015, there were about 30,000 individuals in state prison who would be affected by the parole consideration provisions of the measure. In addition, about 7,500 of the individuals admitted to state prison each year would be eligible for parole consideration under the measure. Individuals who would be affected by the above changes currently serve about two years in prison before being considered for parole and/or released. Under the measure, we estimate that these individuals would serve around one and one-half years in prison before being considered for parole and/or released.

Authority to Award Credits. The measure also changes the State Constitution to give CDCR the authority to award credits to inmates for good behavior and approved rehabilitative or educational achievements. The department could award increased credits to those currently eligible for them and credits to those currently ineligible. As a result, CDCR could increase the amount of credits inmates can earn, which would reduce the amount of time served in prison.

Juvenile Transfer Hearings. The measure changes state law to require that, before youths can be transferred to adult court, they must have a hearing in juvenile court to determine whether they should be transferred. As a result, the only way a youth could be tried in adult court is if the juvenile court judge in the hearing decides to transfer the youth to adult court. Youths accused of committing certain severe crimes would no longer automatically be tried in adult court and no youth could be tried in adult court based only on the decision of a prosecutor. In addition, the measure specifies that prosecutors can only seek transfer hearings for youths accused of (1) committing certain significant crimes listed in state law (such as murder, robbery, and certain sex offenses) when they were age 14 or 15 or (2) committing a felony when they were 16 or 17. As a result of these provisions, there would be fewer youths tried in adult court.

Fiscal Effects

This measure would have various fiscal effects on the state and local governments. However, the magnitude of these effects would depend on how certain provisions in the measure are interpreted and implemented. As such, our estimates below are subject to significant uncertainty.

Parole Consideration for Nonviolent Offenders

Net State Savings. To the extent nonviolent offenders serve shorter prison terms due to the parole consideration provisions of the measure, it would reduce state costs as the size of the prison population would decline. The level of savings would depend heavily on the number of individuals BPH chose to release. Based on recent BPH experience with parole consideration for certain nonviolent offenders, we estimate that the ongoing fiscal impact of this provision would likely be state savings in the tens of millions of dollars annually. These savings would be offset somewhat by additional costs for BPH to conduct more parole considerations.

The measure would also result in temporary fiscal effects in the near term due to (1) additional savings from the release of offenders currently in prison who would be eligible for parole consideration and (2) an acceleration of parole costs to supervise those individuals who are released from prison earlier than otherwise.

Acceleration of County Costs. Because the measure would result in the early release of some individuals who are supervised by county probation officers following their release from prison, the measure would likely increase the size of the probation population in the near term. In the absence of the measure, counties would have eventually incurred these probation costs in the future.

Sentencing Credits for Prison Inmates

Net State Savings. To the extent CDCR awards individuals with additional credits, the measure would reduce state costs as a result of a lower prison population. Any level of savings is highly uncertain, as it would depend on how much average sentence lengths were reduced by CDCR. If the department granted enough credits to reduce the average time inmates serve by a few weeks, the measure could eventually result in state savings in the low tens of millions of dollars annually. However, the savings could be significantly higher or lower if the department made different decisions. Because the measure could result in the early release of some individuals who are supervised by state parole agents following release, the measure could temporarily increase the size of the parole population. The state, however, would eventually have incurred these parole costs even in the absence of the measure.

Acceleration of County Costs. Because the measure could result in the early release of some individuals who are supervised by county probation officers following their release from prison, the measure could increase the size of the probation population in the near term. In the absence of the measure, counties would have eventually incurred these probation costs in the future.

Prosecution of Youth in Adult Court

Net State Savings. If the measure's transfer hearing requirements result in fewer youths being tried and convicted in adult court, the measure would have a number of fiscal effects on the state. First, it would reduce state prison and parole costs as those youths would no longer spend any time in prison or be supervised by state parole agents following their release. In addition, because juvenile court proceedings are generally shorter than adult court proceedings, the measure would reduce state court costs. These savings would be partially offset by increased state juvenile justice costs as youths affected by the measure would generally spend a greater amount of time in state juvenile facilities. (As noted earlier, a portion of the cost of housing these youths in state juvenile facilities would be paid for by counties.) In total, we estimate that the net savings to the state from the above effects could be a few million dollars annually.

County Costs. If fewer youths are tried and convicted as adults, the measure would also have a number of fiscal effects on counties. First, as discussed above, counties would be responsible for paying a portion of the costs of housing these youths in state juvenile facilities. In addition, county probation departments would be responsible for supervising these youths following their release. Since juvenile court proceedings are generally shorter than adult court proceedings, the above county costs would be partially offset by some savings. For example, county agencies involved in court proceedings for these youths—such as district attorneys, public defenders, and county probation—would experience a reduction in workload. **In total, we estimate that the net costs to counties due to the above effects would likely be a few million dollars annually.**

Other Fiscal Effects

The measure could also affect crime rates in varying ways. On the one hand, if the measure results in offenders spending less time in prison and more time in the community, it could result in these offenders committing additional crimes or crimes sooner than they otherwise would have. On the other hand, the

measure could lead to more offenders participating in educational and rehabilitative programs that reduce the likelihood of them committing crimes in the future. The net effect of the above factors is unknown.

FINANCIAL IMPACT:

Not applicable.

ATTACHMENTS:

Resolution

COUNCIL RESOLUTION # -16

**RESOLUTION OF THE COUNCIL OF THE CITY OF CHOWCHILLA, CALIFORNIA
OPPOSING PROPOSITION 57, THE CALIFORNIA PAROLE FOR NON-VIOLENT
CRIMINALS AND JUVENILE COURT TRIAL REQUIREMENTS INITIATIVE**

WHEREAS, Proposition 57, the “California Parole for Non-Violent Criminals and Juvenile Court Trial Requirements Initiative” will be on the November 8, 2016 ballot in California as a combined initiated constitutional amendment and state statute. Proposition 57 would increase parole chances for persons convicted of non-violent felonies after completing the full term for his or her primary offense and give them more opportunities to earn credits for good behavior. It would also allow judges, not prosecutors, to decide whether to try certain juveniles as adults in court;

WHEREAS, Proposition 57 is intended to ease over-crowding in prisons and offer leniency to inmates with a history of good behavior;

WHEREAS, as of the beginning of 2016, there were about 25,000 nonviolent state felons that could seek early release and parole under Proposition 57; and

WHEREAS, Councilmembers are concerned that a sudden increase in the number of released convicted felons would result in an increase in property crimes because after Proposition 47, which provided for reduced penalties and prison terms for certain less serious crimes, passed in November 2014, property crime in Chowchilla increased dramatically.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF CHOWCHILLA DOES HEREBY RESOLVE AS FOLLOWS:

Section 1. Due to the potential negative impact it could have on crime in the community, the City of Chowchilla hereby opposes Proposition 57, the “California Parole for Non-Violent Criminals and Juvenile Court Trial Requirements Initiative,” which allows prisoners convicted of non-violent felonies to be eligible for parole after serving the full prison term for their primary offense.

Section 2. The City Clerk shall certify to the adoption of this resolution and shall cause this resolution and his certification to be entered in the Book of Resolutions of the Council of this City.

PASSED AND ADOPTED by the City Council of the City of Chowchilla this 27th day of September, 2016 by the following vote to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

Waseem Ahmed, Mayor

ATTEST:

Joann McClendon, CMC
City Clerk